

MCP-CTRACK

RECEIVED
0662
AUG 06 2015

From: Kamen, Renee
Sent: Thursday, August 06, 2015 11:03 AM
To: tdugan; Estrada, Luis
Cc: Kreger, Glenn; Sturgeon, Nancy; Erica H. Hilburger; MCP-Chair
Subject: RE: Montgomery Village Master Plan = Montgomery Village Professional Center = Request to Include the July 20, 2015 Letter in the Record
Attachments: Montgomery Village Professional Center = Montgomery Village Master Planpdf

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Tim,
Thank you for responding to our request. Per this email, I'm sending your comments to the Planning Chair's office to be entered into the public record.

Kindest regards, renee

Renée M. Kamen, AICP
Senior Planner, Area 2
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, MD 20910

301.495.4723 (p)
301.495.1303 (f)
Renee.Kamen@montgomeryplanning.org
www.montgomeryplanning.org

From: Timothy Dugan [<mailto:TDugan@shulmanrogers.com>]
Sent: Thursday, August 06, 2015 10:07 AM
To: Kamen, Renee; Estrada, Luis
Cc: Kreger, Glenn; Sturgeon, Nancy; Erica H. Hilburger
Subject: Montgomery Village Master Plan = Montgomery Village Professional Center = Request to Include the July 20, 2015 Letter in the Record

Dear Renee:

Before the Planning Board's July 23, 2015 meeting with the Planning Department about the Master Plan, you kindly advised me to resubmit the July 20, 2015 letter concerning the Professional Center, to be sure that it is included in the Record.

Please include the attached July 20, 2015 letter in the Record.

Thank you.

Tim

124507.00003

TIMOTHY DUGAN
ATTORNEY AT LAW

tdugan@shulmanrogers.com | T 301.230.5228 | F 301.230.2891

SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.
12505 PARK POTOMAC AVENUE, 6TH FLOOR, POTOMAC, MD 20854
1600 Tysons Boulevard, Suite 200, McLean, VA 22102

ShulmanRogers.com | [BIO](#) | [VCARD](#)

**SHULMAN
ROGERS** | GANDAL
PORDY
ECKER

The information contained in this electronic message and any attached documents is privileged, confidential, and protected from disclosure. It may be an attorney-client communication and, as such, is privileged and confidential. If you are not the intended recipient, note that any review, disclosure, copying, distribution, or use of the contents of this electronic message or any attached documents is prohibited. If you have received this communication in error, please destroy it and notify us immediately by telephone (1-301-230-5200) or by electronic mail (LawFirm@srgpe.com). Thank you.

TIMOTHY DUGAN | ATTORNEY
t 301.230.5228 | e tdugan@shulmanrogers.com

July 20, 2015

By Email

Casey Anderson, Chair
Montgomery County Planning Board
The Maryland-National Capital Park and Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910

Re: Montgomery Village Professional Center
19201-19271 Montgomery Village Avenue (the "Professional Center")
Draft Montgomery Village Master Plan
Prepared By The Montgomery County
Planning Department (the "Draft Master Plan")

Dear Mr. Anderson and Members of the Planning Board:

We represent NorthStar Asset Management Group/NS Servicing II, LLC, the authorized agent for the fee simple owner of the Professional Center.¹ We are sending some preliminary comments and look forward to working with everyone in the upcoming months.

The Professional Center is located at the southeast corner of Montgomery Village Avenue and Centerway Road. Also, it is between Centerway Road to the north and Whetstone Drive to the south.

From pages 54-58, the Draft Master Plan discusses the "Middle Village." The Professional Center is discussed beginning at page 55, under "B. The Professional Center."

The Planning Department's recommended classification is:
CRT 1.25, C-0.25, R 1.0, H-65

We recommend providing more flexibility in terms of overall density, the combination of commercial and residential uses and in terms of height. We recommend the following classification:

CRT 1.50, C-1.5, R 1.5, H-115

¹ The Professional Center was foreclosed and sold to DBUBS 2011-LC2-Montgomery, LLC, on November 5, 2014. The Trustee's Deed is dated April 1, 2015 and recorded April 13, 2015 at Liber 50117 folio 173 among the Montgomery County Land Records.

As evidenced by the recent foreclosure, the Professional Center is poised for redevelopment. The owner wishes to position the Professional Center so that market forces will be able to develop it to its highest and best use. The zoning designation must afford the necessary flexibility as to density, uses and height to facilitate its redevelopment.

In short, our recommendations are set forth in outline form and explained subsequently.

- 1) The Montgomery Village Master Plan Must Anticipate A More Vibrant Redevelopment..... 2
- 2) Although The CRT Zone Allows For Compatible Uses, The Professional Center Needs Greater Flexibility, Density, Use and Height, To Foster Redevelopment And Support Future Economic Success..... 2

- 1) The Montgomery Village Master Plan Must Anticipate A More Vibrant Redevelopment

The Planning Department should be more optimistic about the rejuvenation of the commercial areas. It is arguable that Montgomery Village's commercial areas are experiencing competition from other developing commercial areas. For reasons associated with competition and for other reasons, perhaps including disparate ownership, the commercial centers have not been as dynamic as they may have been historically. Lakeforest Mall has not yet initiated a rebirth. It is likely to do so within the Master Plan timeframe. Lakeforest Mall's resurgent activity will reverberate throughout Montgomery Village. The smaller Montgomery Village commercial centers should be zoned more optimistically to anticipate and to take advantage of the resurgence.

In addition, the Planning Board can acknowledge that demand for residential housing continues to be projected to outpace supply.

Commercial redevelopment and housing demand support positioning the Professional Center to be better able to respond to market forces.

- 2) Although The CRT Zone Allows For Compatible Uses, The Professional Center Needs Greater Flexibility, Density, Use and Height, To Foster Redevelopment And Support Future Economic Success

Using some reasonable assumptions, the chart below illustrates why a 65 feet maximum height is too constraining. A "squat" building occupies more horizontal space and thus must necessarily be located closer to adjoining residential property owners. A taller, more interesting, building could be located further away from residential properties, activate the Montgomery Village Avenue/Centerway Road streetscape, and complement the Montgomery Village Center, which is owned by multiple owners. Please consider the following chart that illustrates the need for more height.

Description Of Development Elements Assuming Only The Staff Recommended Overall 1.25 FAR		
Approximate Width of Habitable Building Areas, Whether Such Areas Are Retail/Office or Residential	60 feet	
Approximate footprint of habitable spaces	25,000 SF	
Calculation of Total Number of Floors Necessary to Fit 1.25FAR (284,011SF = Tract Area times 1.25 FAR = 355,014SF)/ Divided by Footprint 25,000SF	14 floors approx. = collectively, i.e. total of 14 floors distributed among all of the buildings	
Approximate number of buildings	Assume two buildings	Assume three buildings
First floor retail height	20 feet	20 feet
Floors	72 feet floors 2-7 at 12 feet per floor (6 floors times 12 feet per floor)	48 feet floors 2-5 at 12 feet per floor (4 floors times 12 feet per floor)
Add Height for Quality Building and Site Design	8 feet	8 feet
Total Height	100 feet	76 feet
Planning Department's Recommended Maximum Height	65 feet	65 feet
Height Deficit	35 feet	11 feet

Based on the above reasonable assumptions, the 65 feet height limitation is "cramped" and would prevent accomplishing other goals that Staff noted, including locating uses in such a fashion that more buffer and distance from the residential neighborhoods could be accomplished.

Assume that an average multi family dwelling unit were 1,250 SF, and assume that about 240 dwelling units would be a reasonable number of units for an apartment building. Residential would consume about 300,000SF, about 1.0 FAR, and about 12 floors. In a two building project, with first floor retail, with six floors of residential in each building, the residential floors alone would need 72 feet. Add the 20 feet first floor retail and another 8 feet for quality building and site design, and the project would need 100 feet.

In a three building project, with first floor retail, with four floors of residential in each building, the residential floors alone would need 48 feet. Add the 20 feet first floor

retail and another 8 feet for quality building and site design, and the project would need 76 feet.

Retail or office uses located above the first floor have similar floor to ceiling heights as residential, i.e., about 12 feet. Thus, similar numbers would reflect the necessary height for a more commercial project, which, again, might be what future market forces dictate.

The above chart can be explained another way. Without adequate height, a minimum number of residential multi family dwelling units, that a regional or national builder would be expected to provide, would eclipse any significant commercial use, retail and/or office. Conversely, without more height a commercial use might eclipse significant residential uses. In either scenario, 65 feet would hinder developing a mixed use project.

Regardless of what existing conditions or a market demand study might indicate today, it is impossible to predict with the precision reflected by the Planning Department's recommendation. Nonetheless, a recent study from the Urban Institute reported that the Washington metropolitan area's population is expected to grow by at least 2 million individuals by 2030. The population increase will affect Montgomery Village, both in terms of commercial uses and residential uses.²

We request that the zoning designation provide for an even density level for commercial and residential uses. The CR zones' optional method development regulations provide substantial controls at the sketch plan and site plan level to ensure compatibility. The optional method CR zones are hardly "permitted uses."

Also, the Professional Center would easily accommodate 0.25 FAR greater density. Along with greater flexibility in terms of height and in terms of a mix of uses, the Professional Center would be positioned to be a more nimble and economically viable property, which will only redound to the benefit of not only the property owner but also the community at large. Please consider the following calculations that show that a CRT 1.5 FAR designation is reasonable and prudent.

² Freed, Benjamin (2015, January 22). Washington-Area Population Expected to Increase by More than 2 Million by 2030. Retrieved from <http://www.washingtonian.com>

Description Of Development Elements Assuming 1.5 FAR Overall Density		
Approximate Width of Habitable Building Areas, Whether Such Areas Are Retail/Office or Residential	60 feet	
Approximate footprint of habitable spaces	25,000 SF	
Calculation of Total Number of Floors Necessary to Fit 1.50FAR (284,011SF = Tract Area times 1.50 FAR = 426,017 SF)/ Divided by Footprint 25,000SF	17 floors approx. = collectively, i.e. total of 17 floors distributed among all of the buildings	
Approximate number of buildings	Assume two buildings	Assume three buildings
First floor retail height	20 feet	20 feet
Floors	84 feet floors 2-8 at 12 feet per floor (7 floors times 12 feet per floor)	60 feet floors 2-6 at 12 feet per floor (4 floors times 12 feet per floor)
Add Height for Quality Building and Site Design	8 feet	8 feet
Total Height	112 feet	88 feet
Planning Department's Recommended Maximum Height	65 feet	65 feet
Height Deficit	47 feet	23 feet

Adding 0.25 FAR to match the Village Center's density would further the goal to foster the revitalization. Using the above assumption charts as examples, and assuming that the 65 feet maximum height recommendation were changed, the imperceptible height difference, from a 1.25 FAR project to a 1.5 FAR project, would be between 12 feet and 8 feet.

The Professional Center's proximity to residential properties is not unique. It does not justify the lower 1.25 FAR. The site can provide ample buffering from nearby residential properties by using landscaping, setbacks and other means.

We thank the Planning Department for their hospitality and fine work that produced the Montgomery Village working draft. We look forward to participating in the upcoming work sessions. Please call with your comments, questions and instructions. Thank you.

Very truly yours,



Timothy Dugan

cc:

Ms. Gwen Wright	Ms. Rose Krasnow
Mr. Glenn Kreger	Ms. Nancy Sturgeon
Ms. Renee Kamen	Mr. Luis Estrada
Mr. Dave Humpton	Christopher Hitchens, Esq.
Mr. Todd Bragg	Mr. Luis Gonzalez
Mr. Jeff Retterer	Mr. Thomas Chicca
Erica Leatham, Esq.	Jody S. Kline, Esq.

2015-0740

Date: August 10, 2015

To: **Renee Kamen, AICP** renee.kamen@montgomeryplanning.org

301-495-4723

cc: **Mike Bello & Rose Krasnow** (Mike 301-495-4597/Rose 301-495-4591)

Fax: 301-495-1313

C/O The Montgomery County Planning Department, M-NCPPC

8787 Georgia Avenue, Silver Spring, MD 200910 www.montgomeryplanning.org/mvp and

<http://montgomeryplanning.org/community/montgomeryvillage>

Isiah (Ike) Leggett, County Executive, ocemail@montgomerycountymd.gov

240-777-2550

Fax: 240-777-2517

George Leventhal, 2015 President of the Montgomery County Council

240-777-7811

Councilmember.leventhal@montgomerycountymd.gov

Fax: 240-777-7989

Council Members, C/O The Montgomery County Council, 101 Monroe St., Rockville, MD 20850

John Driscoll, President of Montgomery Village Foundation & Board of Directors

301-948-0110

C/O Montgomery Village Foundation, 10120 Apple Ridge Road, MV, MD 20886

Fax: 301-990-7071

Dave Humpton, EVP, www.montgomeryvillage.com, www.mvf.org/about/development&projects

From: **Edna Miller**, 19317 Club House Road, Unit 104, Montgomery Village, MD 20886

301-461-2843

Montgomery Village resident owner since 2003

Subject: Tweaks to Montgomery Village Master Plan (MVP) presentation July 7, 2015 at Montgomery Village Middle School

I want to thank the M-NCPPC Planning Staff for their work on developing the MVP. They had a challenging audience and worked hard to comply with all the directives that included finishing the Plan within one year. Almost Mission Accomplished.

There are a few tweaks on full disclosure to the 6.1.1 Roadway Network document, with one ad on idea for the 6.1.2 Transit Network document that could lift the Village economy for twenty plus years.

I) Starting with the second paragraph in '6.1.1 Roadway Network' where text refers to "a few roads that have not been built or widened to their maximum number of lanes as envisioned in the Master Plan of Highways and Transitways (MPOHT) such as" and then several roads are listed with "the Midcounty Highway M-83 Extended" listed last. Why omit M-83 Extended Highway's status, while listing other roadways status?

A. Since the MVP document lists the M-83 without listing its status, I thought the Master Plan document should get a tweak with the following "text" placed at the end of the second paragraph, about M-83 Extended as a "Note" on its status.

1) The text source comes from examples found in the MVP document identifying status for other roadways, plus a short background text for transparency.

NOTE: Midcounty Highway Extended (M-83) construction did not receive funding in the Montgomery County CIP (2015 to 2020). It is assumed that M-83 is not part of the future roadway network, because the full Council in 1992 voted against M-83 Extended when deciding to construct the Watkins Mill Road bridge (completed 1997) and in 2015 the Council voted to accept County Executive's CIP budget for 2015-2020, which did not include an allocation for M-83 Highway Extended.

B. Another tweak for MVP's new Stewartown Road Extension, which did not embrace Village input or the environmental impacts on the Cabin Branch floodplains (statement made on buffers not floodplains).

1) This Road is suddenly in, without advance notice to impacted stakeholders in Montgomery Village (attend and give input). Consider the following text on this new roadway as a Note:

NOTE: Stewartown Road Ext. design and construction is not funded in the 2015-2020 MC CIP, Traffic & Environmental Studies are not funded in the 2015-2020 MC Budget & CIP. Resident's pro & con input on its development might sway MC Council during their public hearing scheduled in fall of 2015.

RECEIVED

AUG 14 2015

OFFICE OF THE CHAIRMAN
THE MONTGOMERY COUNTY
PLANNING AND NATURAL CAPITAL
PARTNERSHIP COMMISSION

II) The next tweak offers an innovative idea for the 6.1.2 Transit Network document. *Opportunities*, the MVP Master Plan to motivate a future transit benefit for Montgomery Village resident's mobility. *Trolley Service*, a mobile transit model could shore up economic development for Village shopping centers, from grocery store to grocery store. *Feature a "MV Trolley Service"* to enhance and stimulate future business interest in the five Village Centers improve residential resale values and help our quality of life. Anyone who chooses not to drive a car, preferring a convenient affordable Trolley Service connecting the Village Center, 2 Goshen Road Centers, Lost Knife Center, and Contour Road Center. *Other MV points of interests & essential services include* four community centers, MV Post Office, CVS, Village Pharmacy, banks, restaurants & Gaithersburg Library.

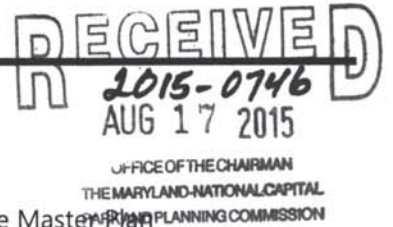
A. Transit opportunity in MV, a "Trolley/Bus Service" (alternative¹ to further clogging of Village roads)

- 1) By 2020, offer a solar/electric trolley/bus service for MV residents at a reduced rate, with comfortable seating for thirty (plus) riders with storage space for a few shopping bags (five years development).
- 2) Mobile Model Operations: Trolley starts at five Village shopping centers, goes to each MV grocery store with cyclical stops at service destinations CVS, Village Pharmacy, MV Post Office, at MVF Community Center on route, Gaithersburg Library and Village Center; during off-peak hours from 9:00 to 3:00 PM (7 round trips Tues. to Sat.). *Option*, a Seasonal Commuter Service, 7-9 AM/4-6 PM peak hours (6 trips) from Village Shopping Centers to Gaithersburg Bus Depot and back (Spring/Fall). *See suggested route '9) Destination route outline from five grocery stores and essential stops'*
- 3) Other benefits: Cars off road, reduced emissions, boost carpool to centers and walkability to shops.
- 4) Funding source: 2018 Private, Public Partnership reduce cost of Trolleys/Buses, staff & maintenance.
- 5) Serve Village residents: Encourage ridership by issuing a *MV Resident's 50% Discount Access Card*. A non-resident discount card '*Ride All Day*'. Consider *free ride cards* for all employed (FT/PT) Watkins Mill High School students, for the disabled (vehicle is ADA compliant) and senior mobility 55 and up.
- 6) Encourage carpooling from local neighborhoods to shopping center's unused parking spaces.
- 7) Trolley characteristic: Small wheels make it low to the ground for easy boarding for people bringing children and strollers, bikes, fold-down shopping carts, walkers and wheel chairs.
- 8) Trolley Exterior: Reflects decorative detailing to enhance rider recognition with Village character.
- 9) Destination route outline from five grocery stores with essential stops (Tuesday through Saturday):
 - a. Start from Giant on Goshen Road, cross St., stop at Safeway's front door, exit onto Goshen Road turn south
 - b. Cont.' on Goshen Road, turn right at Odenhaul & stop at International Mart's front door off Contour Road
 - c. Exit onto Lost Knife Road, turn right into Trader Joe's Shopping Center and stop at grocery store's front door
 - d. Exit right on Lost Knife Road to MV Ave. turn left, at Gaithersburg Library turn right, stop at door.
 - e. Exit right at Christopher Road (Route growth potential: Lake Forest Mall retail store after Library off MV Ave. north)
 - f. Turn left onto MV Avenue to Stedwick Road turn left, 1st right & right into CVS, stops at drive through, exit left
 - g. Right onto Stedwick, turn right at Capital Bank, left at MV Post Office, stop at door, turn around & exit left
 - h. Follow to right & go to Global Food's door, go straight baring right, at stop turn left, at Club House turn right
 - i. Turn left at MV Avenue, right at Arrowhead Road, stop in front of North Creek CC, continue on Arrowhead
 - j. At Rothberry Road turn left, in front of Rothberry complex stop, continue on Rothberry Road,
 - k. Turn left at Giant Shopping Center, at Giant's front door stop, repeat Trolley Route a. through k.

III) Potential growth for "MV Trolley Route": Stop at Stedwick CC, Whetstone Lake & Park, Lake Marion CC, Whetstone CC, MVF Office, BWI Bus Stop in Gaithersburg and/or Lake Forest Mall. A MV Trolley service gives MV residents access to a variety of destinations within the Village, improves Village stability, inspires economic development and increases property values, which features a better quality of mobility.

¹Alternative to traffic congestion oppressing Village roads is to offer a mobile transit model for MV resident's benefit.

MCP-Chair



From: Melanie <melaniem7@verizon.net>
Sent: Sunday, August 16, 2015 3:54 PM
To: MCP-Chair
Subject: Comments for: Public Hearing Draft of Montgomery Village Master Plan

August 16, 2015

Dear Sir,

The reason why I am writing is to give my comments into the Montgomery Village Master Plan as to the development of the Montgomery Village (MV) Golf Course and also the roads supporting the development.

As a homeowner who has lived in Montgomery Village since 1991, I am concerned about the number of housing units that will be built on the current acres of the MV Golf Course. As a current resident I would like to see more Luxurious Single Family homes as oppose to Townhouses, Condos or Apartment complexes.

Montgomery Village is competing for homeowners from the communities of King Farm, Kentlands, Germantown and Clarksburg developments. We need to provide luxurious housing to bring more upscale residents to Montgomery Village with maintaining the open space, providing pools and tennis courts and walking paths to the community instead of squashing people in.

We need to provide more housing for seniors and families and we need to provide more upscale chain restaurants and shopping to the Montgomery Village community.

With the increase of cars that will be coming into the new housing units you will need to make Montgomery Village Avenue to three (3) lanes in each direction to handle the amount of new traffic coming into the Village.

Thank You,

Melanie Miller

MCP-CTRACK

RECEIVED
OFFICE

AUG 21 2015

From: wilson20451@comcast.net
Sent: Friday, August 21, 2015 3:48 PM
To: MCP-Chair
Subject: in favor of widening Wightman

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Gentle-people:

I am emailing the MNCPPC-MC to let you know that I fully support the widening of Wightman road as proposed in the draft MV Master Plan. It will help alleviate the rush-hour backups at Goshen / MV avenue intersections with Wightman Road. I am a MV resident in the Points, near MV avenue and Wightman.

I think the benefit to the greater community makes up for disruption to the few.

Bruce Wilson
20451 Aspenwood Lane
Montgomery Village, MD 20886
(301) 977-3877

MCP-CTRACK

RECEIVED

AUG 24 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0757

From: Anderson, Casey
Sent: Sunday, August 23, 2015 10:48 PM
To: MCP-CTRACK
Subject: FW: Wightman Road

Another item for response by the Montgomery Village team -

On 8/22/15, 3:42 PM, "Maryann Dolan" <maryannbd3@gmail.com> wrote:

>
>Dear Mr. Casey,
>
>I live in the Points section of Montgomery Village and my home backs up
>to Wightman Road.
>
>It is unbelievable that this subject is back again . All the data given
>on noise level, total disruption of established communities , dangerous
>crossings etc. is being ignored ?
>I wish to express my
>opposition once again to this revision of the Master Plan.
>
>Whatever I can do to support the efforts of affected residents, I will
>do. Thank you .
>
>Sincerely,
>Maryann Dolan
>
>9501 Ash Hollow Pl.

MCP-CTRACK

RECEIVED
0758
AUG 24 2015

From: Anderson, Casey
Sent: Monday, August 24, 2015 12:21 AM
To: MCP-CTRACK
Subject: FW: Widening of Wrightman Road - OPPOSED

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: "csalli@aol.com" <csalli@aol.com>
Date: Friday, August 21, 2015 at 12:02 PM
To: Casey Anderson <casey.anderson@mncppc-mc.org>
Subject: Widening of Wrightman Road - OPPOSED

Dear Mr. Anderson,

I am a resident of Montgomery Village and extraneously oppose the widening of Wrightman Road. Not only does it incompatible with the surrounding Montgomery Village communities, but it also goes against what The Village is supposed to be.

When the Kettlers planned and built Montgomery Village, they did not envision a community with wide, large road and horrendous traffic flow. The widening of Wrightman would cause more traffic to flow through, in what is otherwise, our peaceful and quiet community. Please consider the current residents of our community and what they believed they were purchasing into ... a self sustaining Village.

Thank you for your consideration.

Chris Sharp

MCP-CTRACK

RECEIVED

AUG 24 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Melanie <melaniem7@verizon.net>
Sent: Saturday, August 22, 2015 9:02 AM
To: MCP-Chair
Cc: melaniem7@verizon.net
Subject: Comments on: Montgomery Village Master Plan and Wightman Rd Widening.

August 22, 2015

Dear Sir,

The reason why I am writing is to express my concern over the widening of Wightman Rd.

I am AGAINST the widening of Wightman Rd. to four(4) lanes along with a sidewalk. I back to Wightman Rd. and currently we have a speeding problem.

We have had many accidents here on Wightman Rd. Namely in the intersection of Wightman Rd and Stath-Haven Dr. just recently we had a motorcycle (two men on bike) that was hit by a speeding car. One man was OK but the other one was laying in the middle of Wightman Rd. and was taken away by Emergency.

Over the years we have had many "close calls" (brakes squealing and horns honking) of potential accidents at the intersection of Wightman Rd. and Strath-Haven Dr. as residents are trying to get out of the development with oncoming speeding vehicles on Wightman Rd.

We also have had many car accidents at the intersection of Montgomery Village Ave and Wightman Rd. People have a tendency to run the stop light at that particular intersection and over the years I have heard many crashes and see the remains of car crashes.

I am concerned that the widening of Wightman Rd. will bring more car accidents involving other vehicles and pedestrians.

I am also concerned that vehicles could crash into residences backyards and their houses since the amount of space between the roadway and housing units are not that far away.

If Wightman Rd. would be widened to four lanes and a walkway I would like to see a road barrier built also to stop vehicles from crashing into owners residences and backyards.

I also want to see a STOP light at the intersection of Wightman Rd. and Strath-Haven Dr. to slow people down on Wightman Rd. and to stop speeding.

I would like to see a sidewalk on Wightman Rd as I believe we need that but to keep the roadway to only two lanes.

Thank You,
Melanie Miller.
20506 Sterncroft Ct.
Montgomery Village, MD 20886

MCP-CTRACK

RECEIVED
0775
AUG 31 2015

From: Greater-Goshen Civic-Assoc. <ourggca@hotmail.com>
Sent: Sunday, August 30, 2015 9:03 AM
To: Anderson, Casey
Cc: Wells-Harley, Marye; Dreyfuss, Norman; Fani-Gonzalez, Natali; Presley, Amy; County Executive Isiah Ike Leggett; County.Council@montgomerycountymd.gov; Joy@ScottDyer.com; Claudette MVLease; NorthgateHC@comsource.com; sarwar98@yahoo.com
Subject: RE: Montgomery Village Master Plan & Wightman Road
Attachments: MV Master Plan Hearing 2015-09-10.pdf

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Hello,

Since sending the email below, the Park Ridge Home Owners Association in Clarksburg has decided to join us in this matter. Please substitute the attached letter, which includes Park Ridge.

Thank you,

Bonnie Bell

From: ourggca@hotmail.com
To: casey.anderson@mncppc-mc.org
CC: marye.wells-harley@mncppc-mc.org; norman.dreyfuss@mncppc-mc.org; natali.fani-gonzalez@mncppc-mc.org; amy.presley@mncppc-mc.org; ocemail@montgomerycountymd.gov; county.council@montgomerycountymd.gov; joy@scottdyer.com; claudette1944@hotmail.com; northgatehc@comsource.com; ourggca@hotmail.com
Subject: Montgomery Village Master Plan & Wightman Road
Date: Sat, 29 Aug 2015 21:56:05 -0400

Hello,

Please find attached a joint letter from the East Village Homes Corporation, the Greater Goshen Civic Association, the Northgate Board of Directors and the North Village Homes Corporation concerning the Montgomery Village Master Plan.

Thank you for your attention.

Best regards,
Bonnie Bell
President of the Greater Goshen Civic Association

Planning Board
M-NCPPC
8787 Georgia Ave.
Silver Spring, MD 20910

29 August 2015

Re: Montgomery Village Master Plan Public Hearing, Sept. 10, 2015

Dear Chairman Anderson and members of the Planning Board,

On behalf of our communities, the undersigned strongly protest the inclusion in the proposed Montgomery Village Master Plan of an expanded 100 foot right of way for Wightman Road and inclusion in the Capital Improvement Program of construction of a 4-lane arterial between Goshen and Brink Roads. We further protest the obvious intent, illustrated in Figure 17 of the Draft Master Plan, to continue this arterial on Brink Road. This is the latest of a series of proposals to turn Wightman and Brink into a major arterial, with the proposals differing largely in the width of the proposed right of way. This proposal shares the faults of the earlier ones – it will cause serious disruption and change of character in long established communities, and the necessary right of way cannot be obtained without major disturbance or taking of residential properties.

This is clearly a regional issue and should be addressed directly if the draft document is truly a master plan. Wightman Road passes through long-established residential communities that were developed without the intent of hosting a major arterial and with no provisions made to do so. In Montgomery Village the Wightman Road right of way was dedicated at the time of the initial Village construction and varies from 80 feet for most of the way between Goshen Road and Aspenwood Lane, to 40 feet between Aspenwood and the western limit of Montgomery Village. The truncation of the 80 foot right of way at Aspenwood clearly indicates that it was intended only for internal circulation within the Village and not as a regional thoroughfare. In the Goshen community there is no consistent right of way for either Wightman or Brink Roads and, as is common with many rural roads, in some areas there is no recorded right of way. Much of this route is adjacent to the Agriculture Reserve, planned to remain low density, and deliberately restricted from access to municipal water and sewer. Taking the right of way for a four-lane road will in many cases cause the loss of a well or septic system, which amounts to a loss of the residence. In all cases, the proposed widening of Wightman and Brink roads will cause significant community losses in the realms of neighborhood ambiance, cohesion and lowered property values.

The current proposal is particularly surprising as a 4-lane expansion of Wightman and Brink Roads has been extensively studied as Alternative 4 in the Midcounty Corridor Study and soundly rejected. In particular, the Planning Board voted in favor of the Master Plan route, Alternative 9A or M-83, with clear lack of support for Alternative 4. The reduction of the Alternative-4 right of way does not resolve the many community, right of way, and routing problems unearthed in the Midcounty Corridor Study. We reject this attempt to implement Alternative 4 through a back door.

It is further surprising that this proposal is being made now as, even in the initial-design stage, it is evident that the over-blown Goshen Road South expansion will cause significant community damage. It is not always better to widen existing roads.

Residents have every right to expect that established Master Planned communities will be protected from

arbitrary changes of plans, particularly in this case where the only apparent reason for the change is to avoid using the reserved and unencumbered right of way of the long-planned Midcounty Highway.

Sincerely,

Greater Goshen Civic Association

Bonnie Bell, President
PO Box 2025
Gaithersburg MD 20886
OurGGCA@hotmail.com

Park Ridge Home Owners Association

Sarwar Faraz, President
Director, Clarksburg Chamber of Commerce
sarwar98@yahoo.com

North Village Board of Directors

Claudette Lease, President
Claudette1944@hotmail.com
Essex Place
Highland Hall
McRory
Perry Place
Picton
Pleasant Ridge
Salem's Grant

Northgate Board of Directors

Jane Hatch, President
NorthgateHC@comsource.com
Apple Ridge
Dorsey's Regard
McKendree I & II
Overlea
The Points
Shadow Oak
Williams Range

East Village Homes Corporation

Joy Kraus Dyer, President
Joy@ScottDyer.com
Ashford
Candle Ridge
The Downs
Essex Place II
The Estates
Gablefield
Glenbrooke
Holly Pointe
Meadowgate
The Reach
Wethersfield

CC: County Executive and County Council

MCP-Chair

RECEIVED

From: Judy Steckel <steckelj33@gmail.com>
Sent: Monday, August 31, 2015 7:56 PM
To: MCP-Chair
Subject: Opposition to 100' Right-of-Way Along Wightman Rd

SEP 01 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0785

I am writing to strongly oppose the plan that would widen Wightman Rd. in any way, or take a 100' Right-of-Way along Wightman Rd. This is entirely unacceptable to me and to the residents in Overlea. Please do not approve this portion of the Montgomery Village Master Plan.

Thank you,
Judy Steckel
9433 Gentle Circle
Montgomery Village, MD 20886

MCP-CTRACK**RECEIVED**

From: Anderson, Casey
Sent: Monday, August 31, 2015 4:43 PM
To: MCP-CTRACK
Cc: Kamen, Renee
Subject: FW:

SEP 01 2015
OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
0788

Another MV item for the public hearing

From: Dennis Barnes <dennisjbarnes01@verizon.net>
Reply-To: "dennisjbarnes01@verizon.net" <dennisjbarnes01@verizon.net>
Date: Monday, August 31, 2015 at 3:28 PM
To: Casey Anderson <casey.anderson@mncppc-mc.org>
Subject: <no subject>

M-NCPPC Chair Casey Anderson :

The current Draft of the Montgomery Village Master Plan, page 64 Table 1, Roadway Classifications, M-25, specifies the widening of Goshen Road from Warfield Road to Odendhal Ave, 120 feet., 6 divided lanes. The current CIP Goshen Road project, a project budgeted for \$128 million, is forecasted to produce a volume of 26,000 daily vehicles. upon completion. Currently this semi-rural road easily transports the daily low volume traffic load. The widening of this dual lane road from two to six lanes would drastically impact on thousands of residents facing property loss, congestion, pollution, safety and noise. The Goshen Road alternative was rejected by DOT in the recent Mid County Corridor study but continues to be an item in the Draft Master Plan.. In addition, three churches, numerous intersections including the Goshen shopping center, a school with 200 students, a county park, and two bridges will be negatively impacted. Also, an historic elm tree would be damaged (widely recognized in conversation circles). Montgomery County confronts serious revenue problems including the reimbursement of tax losses experienced by the taxation of citizens for revenue earned from out of state investments. Cancellation of this Goshen Road widening project would greatly alleviate this revenue crisis which confronts county tax payers.

Thank you,

Dennis Barnes
9709 Breckenridge Place
Gaithersburg, Md 20886

MCP-CTRACK**RECEIVED**

SEP 01 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0792

From: jchoch <jchoch@aol.com>
Sent: Tuesday, September 01, 2015 3:18 PM
To: MCP-Chair
Subject: Re: MV Master Plan/Wightman Widening

Maryland National Capital Park and Planning:

We would like to protest your revised plan (MV Master Plan/Wightman Widening) which involves a 100' Right-of-Way (ROW) along Wightman Road. It is basically the same (minus 5') plan as the Alternative 4 of the Midcounty Highway plan which was rejected. My wife and I strongly object to revising this part of the plan which was already rejected. Any plan which involves widening Wightman Road is unacceptable. It is unacceptable because of the 352 properties which would be acquired, because of the 31 acres of forest and 19 acres of parks which would be impacted, because of the safety hazards to residents with access points and to the children at school bus stops on Wightman Road. The negative impacts of Alternative 4 are great and the residents do not deserve to be subjected to them.

John and Nina Hochevar
20321 Aspenwood Lane
Montgomery Village, MD 20886
jchoch@aol.com

MCP-Chair

RECEIVED

SEP 02 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0795

From: Marjorie Blanc <mblanc67@gmail.com>
Sent: Wednesday, September 02, 2015 10:51 AM
To: MCP-Chair
Subject: Montgomery Village Master Plan

I strongly protest inclusion in the proposed Montgomery Village Master Plan of an expanded 100 foot right of way for Wightman Road and inclusion in the Capital Improvement Program of construction of a 4-lane arterial between Goshen and Brink Roads. I am additionally concerned that the expansion will quickly grow to include Brink Road.

This proposal will turn Wightman and Brink into a major arterial and cause serious disruption. The necessary right of way cannot be obtained without major disturbance or taking of residential properties. An expansion will change the character of our long established communities and will negatively affect our property values.

I urge you to move ahead with the M-83/Alternative 9A environmental review and proceed with the long-planned Mid-county Highway with its already reserved, un-encumbered right-of-way.

Sincerely,
Marjorie Blanc
20920 Lochaven Court
Gaithersburg, Maryland 20882

MCP-CTRACK

RECEIVED
8797
SEP 02 2015

From: Chris Brown <christianebrown@comcast.net>
Sent: Wednesday, September 02, 2015 2:11 PM
To: MCP-Chair
Subject: Montgomery Village Master Plan Public Hearing, Sept. 10, 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Planning Board
MNCPPC
8787 Georgia Ave.
Silver Spring, MD 20910

September 2, 2015

As Montgomery County homeowners, we strongly protest inclusion in the proposed Montgomery Village Master Plan of an expanded 100 foot right of way for Wightman Road and inclusion in the Capital Improvement Program of construction of a 4-lane arterial between Goshen and Brink Roads. We further protest the obvious intent, illustrated in Figure 17 of the Draft Master Plan, to continue this arterial on Brink Road. This is the latest of a series of proposals to turn Wightman and Brink into a major arterial, with the proposals differing largely in the width of the proposed right of way. This proposal shares the faults of the earlier ones – it will cause serious disruption and change of character in long established communities, and the necessary right of way cannot be obtained without major disturbance or taking of residential properties.

Wightman Road passes through long-established residential communities that were developed without the intent of hosting a major arterial and with no provisions made to do so. Much of this route is adjacent to the Agriculture Reserve, planned to remain low density, and deliberately restricted from access to municipal water and sewer. Taking the right of way for a four-lane road will in many cases cause the loss of a well or septic system, which amounts to a loss of the residence. In all cases, the proposed widening of Wightman and Brink roads will cause significant community losses of ambiance, cohesion and property values. Those are the same property values whose tax assessments Montgomery County continues to erroneously increase as they raise our taxes.

The current proposal is particularly surprising as a 4-lane expansion of Wightman, and Brink Roads has been extensively studied as Alternative 4 in the Midcounty Corridor Study and soundly rejected. In particular, the Planning Board voted in favor of the Master Plan route, Alternative 9A or M-83, with no apparent support for Alternative 4. We reject this attempt to implement Alternative 4 through a back door.

It is further surprising that this proposal is being made now as, even in the initial-design stage it is evident that the Goshen Road South expansion will cause significant community damage. It is not always better to widen existing roads. Furthermore, if the justification for this expansion is to accommodate additional traffic resulting from the growth of communities to the northwest, such as Clarksburg, then these traffic issues should have been openly discussed as part of the development plan. To require road expansion to accommodate the additional traffic AFTER the communities have been built, without adequately considering these impacts in the original development plan, results in serious losses to current residents described above.

As residents of Montgomery County, we expect that established Master-Planned communities will be

protected from arbitrary changes of plans. We have moved our family once because of these arbitrary changes (from Washington Grove to Goshen). Now we find ourselves in the same situation again. Development should not always take precedence over established communities without due consideration of the impact of that development on the quality of life of those pre-existing communities. We would appreciate it if this "bait and switch" approach to County development would cease immediately.

Sincerely,

Steven and Christiane Brown
7708 Warfield Road
Gaithersburg, MD 20882

MCP-CTRACK

RECEIVED

SEP 03 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0804

From: Glenn Wallace <glennrwallace@gmail.com>
Sent: Thursday, September 03, 2015 10:17 AM
To: MCP-Chair
Subject: Montgomery Village Master Plan

Good morning to you all~~

In regard to the upcoming Planning Board meeting on September 10th, I want to continually support Monument Realty's "Bloom" community in its effort to bring the former golf course property to reality. For the past nine months, it has become very clear -- looking out my back window onto the 5th green -- that the property will never be a golf course again. I don't understand how or why people of our community can't understand that. We need to work together, alongside Monument Realty, to expand our community and make this area thrive again. As you consider Montgomery Village's Master Plan, please know that this opportunity should not be postponed or discarded. It would definitely be better than looking at the weed-filled "meadow" we've been staring at for so long!

Continued success to your process~~~!

Glenn Wallace
9 Meadowcroft Ct., MV

MCP-Chair

From: Christopher Hitchens <chitchens@mvf.org>
Sent: Friday, September 04, 2015 12:28 PM
To: MCP-Chair
Cc: David B. Humpton
Subject: Montgomery Village Foundation's comments on Draft Master Plan for Montgomery Village Foundation
Attachments: MVF Comments on Montgomery Village Master Plan.pdf

Dear Chairman Anderson and Members of the Planning Board:

Attached are the Montgomery Village Foundation's comments on the Draft Master Plan for Montgomery Village.

Sincerely,

Christopher Hitchens
General Counsel
Montgomery Village Foundation
240 243 2375



MONTGOMERY VILLAGE FOUNDATION, INC.

10120 APPLE RIDGE ROAD
MONTGOMERY VILLAGE, MARYLAND 20886-1000

(301) 948-0110 FAX (301) 990-7071 www.montgomeryvillage.com

August 27, 2015

Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring, MD 20910

RE: MVF supports Montgomery Village Master Plan with modifications

Dear Chairman Anderson and Planning Board Members:

The Montgomery Village Foundation (MVF) Board of Directors, which is elected by the homeowners in Montgomery Village, strongly supports the draft Montgomery Village Master Plan.

The variety of meetings, presentations and community outreach organized by the Planning Department staff throughout the 10-month process was very effective in soliciting community input and informing residents about the key land use issues. We also appreciated several of the Planning Board members attending one or more of the public information sessions.

In 2010, MVF, with significant community input, produced the Vision 2030 Plan, which focused on land use changes that would enhance the quality of life of current and future Village residents. We are gratified that the M-NCPPC planning staff incorporated and expanded on the key elements of the Vision: preservation of the character of Montgomery Village, maintaining public recreation and open spaces, encouraging reinvestment and enhancing connectivity.

Below are a few specific comments regarding the Draft Master Plan:

Zoning: Although the TS zone has been a defining characteristic of development in Montgomery Village, we support the new zoning classifications throughout Montgomery Village and believe that the new zoning categories will provide less ambiguity with regard to future land uses and densities. We also recognize the importance of the Overlay Zone in ensuring that all housing types, as built, conform with development standards in the current version of the Zoning Ordinance. To give our residents peace of mind, we hope that the Planning Board draft Master Plan, and overlay zone, will include language recognizing the continuing authority of MVF's Architectural Review Board (ARB) and the thorough process for architectural review that has been developed over the years. In addition, we request that any new residential or commercial properties approved by the County be required to undergo review by either the ARB or Commercial Architectural Review Committee (CARC). We have attached an amended Draft Overlay Zone with suggested language regarding this requirement. (see attached)

MVF owned properties: We support RE-1 zoning for MVF's park properties and community centers. However, we believe that the overlay zone needs to more comprehensively identify active and passive park and facility uses. MVF wants the

flexibility to modify its park and facility uses to accommodate trending programs, evolving desires of Village residents, etc. (see attached amendments)

MVF Administrative Office: MVF **does not support** the recommendation of R-90 for this 10.5 acre parcel, which currently is a mixed use site of office, recreation (soccer field), and a maintenance yard that houses landscaping equipment, MVF's vehicle storage and salt storage for snow removal. We request that the property either be zoned EOF or CRN, which would allow for the property to retain the current uses and possibly expand them. We do not want to have to go through a conditional use process in the event that we wanted to build an addition onto our offices or modify the maintenance yard in some way. Stated bluntly, MVF does not want to go through the Master Plan process only to lose rights to use our property that we have today and for the future. MVF is the governing body for the Village and it wishes to have the same rights as would a comparable municipal corporation.

Community Development/Reinvestment: We believe that the proposed CR zoning for the commercial properties is appropriate and will spawn investment in the Village that will benefit property values, generate new retail and restaurant establishments and provide for new parks and gathering places for residents and visitors. CRT zone, which allows for a mix of residential and commercial uses and densities, will act as an incentive for redevelopment of the Village Center, Professional Center, Lost Knife corridor and the former golf course property. With regard to the Professional Center, we appreciate the language in the Draft Master Plan requiring future development to be sensitive to the adjoining Whetstone residential community.

Closed Montgomery Village Golf Course property: We are pleased with the zoning proposed for the golf course, which would allow for new housing opportunities and park amenities for Village residents. Most of the property is proposed for TLD zoning, which is compatible with adjoining neighborhoods, while the clubhouse area is proposed for CRN zoning, which would provide for a broad range of housing types, but no commercial uses. The MVF Board strongly endorses the recommendation that the Montgomery County Parks Department should seek dedication of approximately 40 acres along the stream valley that would provide a beneficial trail connection between Lois Green Park and Great Seneca Stream Valley Park.

Transportation: The plan mentions a number of projects that are in the pipeline to address traffic flow in through and out of Montgomery Village. These projects include the widening of Snouffer School and Goshen roads, as well as the Watkins Mill Road Interchange. It also recommends re-classification of several roadways in the plan, including sections of Montgomery Village Avenue, Stedwick Road east of Watkins Mill Road, Club House Road west of Montgomery Village Avenue, and Rothbury Drive. We consider these and other changes in the plan to be sensible and supportive of our vision for the Village. However, we trust that the Planning Board will review the right-of-ways needed to widen roads such as Wightman Road, which if widened would change the character of the road and significantly impact adjoining North Village and Northgate residences and communities.

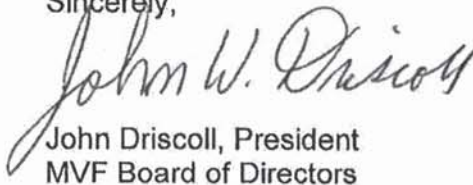
- **Stewartown Road:** We also recommend that the Planning Board carefully study the proposed extension of Stewartown Road. The Board believes that the language in Monument Realty's concept plan for redevelopment of the golf course adequately supports drivers, pedestrians and bikers, while not creating a new raceway. Specifically, the Stewartown Road extension is well intentioned with regard to further connectivity; however, connectivity, in this case, should be focused on the pedestrian,

given the context. The community made it clear during Monument's planning process that it did not want this road to be used as a cut through, but rather as a slow neighborhood street, simply to access the new homes that would be built. That is what was ultimately designed and approved by the Foundation in Monument's Concept Plan, dated March 24, 2014. The new street would promote pedestrian mobility rather than vehicular connectivity, and will enhance and preserve the park-like feel that currently exists in this setting and in the adjoining neighborhoods as well. In summary, the Foundation recommends that the current language in the Master Plan regarding Stewartown Road extension be removed and that language from Monument's original Concept Plan be substituted.

Community Facilities: We recognize that as the vision for Montgomery Village is implemented, new public infrastructure facilities will be warranted. The mention of a new elementary school site and fire station is important in the plan, and we know that there will be plenty of discussion about their locations.

In closing, we want to thank and compliment the Planning staff for their excellent work, responsiveness to questions, dedication and diligence in producing the Master Plan. We trust that you will review our requested changes to the plan and act on them favorably on our behalf. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, reading "John W. Driscoll". The signature is fluid and cursive, with the first name "John" being the most prominent.

John Driscoll, President
MVF Board of Directors

CC: MVF Board of Directors
Montgomery County Council
County Executive Ike Leggett
Dave Humpton, MVF Executive Vice President
Christopher Hitchens, MVF General Counsel

AMENDMENTS PROPOSED BY MONTGOMERY VILLAGE FOUNDATION

Appendix 3: Montgomery Village Draft Overlay Zone P.1

Appendix 3: DRAFT Montgomery Village Overlay Zone

Section 4.9.XX. DRAFT Montgomery Village (MV) Overlay Zone

A. Purpose

The purpose of the MV Overlay zone is to:

1. Preserve the unique character of Montgomery Village.
2. Protect existing open space and conservation areas.
3. Ensure a compatible relationship between new and existing development.
4. Recognize the review process for new buildings and architectural changes administered by the Montgomery Village Foundation.

B. Land Uses

1. In the RE-1 zone, all active and passive recreational amenities and uses that are associated with parks and facilities typically provided by municipalities ~~are prohibited except the following, which are~~ permitted, such as:

- a. Agricultural Vending;
- b. Recreation and Entertainment Facility, Outdoor (Capacity up to 1,000 Persons), such as an amphitheater or a swimming pool;
- c. Recreation and Entertainment Facility, Indoor (Capacity up to 1,000 persons), such as an indoor swimming pool);
- d. Distribution Line (Below Ground);
- e. Pipeline (Below Ground);
- f. Playground, Outdoor (Private);
- g. Seasonal Outdoor Sales;
- h. Solar Collection System;
- i. Athletic fields for team sports such as baseball, football, soccer, kickball, lacrosse, and cricket;

Appendix 3: Montgomery Village Draft Overlay Zone P.2

- j. "Courts" for games such as tennis, basketball, shuffleboard, bocce, and volleyball;
 - k. Dog Parks;
 - l. Skate Parks;
 - m. Ice skating rinks;
 - n. Recreational camps for children and youth;
 - o. Child care programs in community centers;
 - p. Pathways;
 - q. Tree plantings;
 - r. Community gardens;
- and

s.i. a compatible or ~~an~~ Accessory Use associated with any of the above uses.

2. In the RE-1 zone, any of the allowed features in open space under Section 6.3.3.A are permitted, except for above-ground utility rights-of-way.

3. Applications for a Floating zone on land classified in the RE-1 zone are prohibited.

C. Development Standards

In addition to any other requirements of Division 6.3 and Chapter 50, common and public open space in Montgomery Village must be recorded within a separate lot or parcel with a protective easement or covenant in the land records, in a form approved by the Planning Board. In addition, the application for development of any property subject to the Montgomery Village Master Plan must reference the owner's plans to annex the property(ies) into the Montgomery Village Foundation.

D. Site Plan and Record Plat

1. Site plan approval under Section 7.3.4 is required for all development in the MV Overlay zone, except for:

- a. construction of an accessory structure;
- b. construction of a structure less than 5,000 square feet in size in the RE-1 zone;
- c. the modification or expansion of an existing detached house, duplex, townhouse, or accessory structure; or

Appendix 3: Montgomery Village Draft Overlay Zone P.3

d. a conditional use.

2. Record plats must show all land designated for open space and have a statement on the plat granting public access to those lands.

3. A certified site plan must show all land designated for open space.

E. Existing Buildings and Uses

1. A legal structure or site design existing on {day before date of adoption} that does not meet its current zoning is conforming and may be continued, renovated, repaired, or reconstructed if the floor area, height, and

~~Appendix 3: Montgomery Village Draft Overlay Zone 2~~

footprint of the structure is not increased, except as provided below.

2. On a lot that has not changed in size or shape since {insert the date of adoption}, a detached house, duplex, or townhouse may be constructed, reconstructed, or expanded:

a. without regard to the minimum lot size or lot width at the front building line; and

b. in a manner that satisfies the maximum building height and lot coverage of its current zone and the side, front, and rear setback that was required when the lot was first created.

3. A legal use existing on {date before adoption} is conforming and may be continued. Expansion of any such use must satisfy the use standards of the current zone under Article 59-3.

4. In addition to the requirements of this paragraph (E), a property owner must receive approval from the Montgomery Village Foundation's Architectural Review Board or Commercial Architectural Review Committee, pursuant to the declaration of covenants applicable to the property, prior to receiving a Montgomery County building permit.

RECEIVED
0815
SEP 08 2015

MCP-CTRACK

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Anderson, Casey
Sent: Thursday, September 03, 2015 9:55 PM
To: MCP-CTRACK
Subject: FW: Montgomery Village Draft Master Plan-Opposition to Widening Goehen Road, Wightman Road

For MV public record

From: Dennis Barnes <dennisjbarnes01@verizon.net>
Reply-To: "dennisjbarnes01@verizon.net" <dennisjbarnes01@verizon.net>
Date: Tuesday, September 1, 2015 at 2:44 PM
To: Casey Anderson <casey.anderson@mncppc-mc.org>
Subject: Montgomery Village Draft Master Plan-Opposition to Widening Goehen Road, Wightman Road

M-NCPPC CHAIR Casey Anderson:

Resolution Opposing Widening of Goshen Road
Minutes of Meeting-Whetstone Homes Corporation-March 11,2010

"Mr. Driscoll moved to oppose the proposed MVF Transportation Policy with regard to the widening of Goshen Road and Wightman Road. Further the Whetstone Homes Corporation supports the positions of homes corporation with respect to roads that directly impact those communities. The motion was seconded and passed unanimously".

For the record, the Whetstone HOA consists of 450 homes in Montgomery Village. Additional information is available by contacting Andrea Mandato, Community Manager, Montgomery Village Foundation, 301-948-0110 or amandato@mvf.org.

Dennis Barnes
Resident of Whetstone HOA
9709 Breckenridge Place
Montgomery Village, Md. 20886

MCP-CTRACK

From: Anderson, Casey
Sent: Thursday, September 03, 2015 9:54 PM
To: MCP-CTRACK
Subject: FW: Widening Of Wightman Road

For MV public record

From: Bruce Sklar <spirit805@aol.com>
Date: Thursday, September 3, 2015 at 11:44 AM
To: Casey Anderson <casey.anderson@mncppc-mc.org>
Subject: Fwd: Widening Of Wightman Road

-----Original Message-----

From: Bruce Sklar <spirit805@aol.com>
To: Anderson <Anderson@mncppc-mc.org>
Sent: Thu, Sep 3, 2015 11:40 am
Subject: Widening Of Wightman Road

Dear Mr. Anderson

Just when you thought the nightmare is over, it reappears. We all believed when the County rejected, and correctly so, Alternative 4, the widening of Wightman Road, our community and homes were safe from this pending disaster. Now it back on the table for reconsideration due to the latest draft version of the Montgomery Village Master Plan.

Again, we must reiterate that the widening of this road would cause undeniable problems for our community. These would include, but not limited to:

- Over 350 properties would lose some if not the majority of their land
- Over 30 acres of forest land would be impacted
- Over 400 of our homes would be affected by excessive noise
- There will be no left hand turns on Wightman Road due to new medians
- Increased traffic on Montgomery Village Ave...presently it is awful leaving the Village during rush hour, this situation would only make it much more difficult
- The construction of hideous sound barriers would be needed
- Over 30 acres of park land would be affected

The list could continue, but I'm certain you have seen, heard, and are aware of all the negatives.

There is no plausible reason that makes sense for the widening of Wightman Road. Thus, I must request AGAIN that you and the county do the right thing and STOP this absurd plan NOW.

Thank You
Bruce Sklar
9 Bethany Court
Montgomery Village, MD

MCP-CTRACK

From: Tom Steele <tpsteele@me.com>
Sent: Sunday, September 06, 2015 8:33 PM
To: MCP-Chair
Subject: Montgomery Village Golf Course

Please do not build in this space instead leave it as an open space encouraging residents to enjoy long walks or a pick up game of soccer. This area in the village is congested and we don't need to add to an already overpopulated space. Montgomery Village avenue is a nightmare on the weekends, why add when you can improve the quality of the community in other ways.

Montgomery Village is a wonderful community I hope we can continue to keep it!

Pam Steele

Sent from my iPhone

MCP-CTRACK

From: Chris Kennaday <clkcats@gmail.com>
Sent: Sunday, September 06, 2015 8:36 PM
To: MCP-Chair; county.council@montgomerycountymd.gov;
ocemail@montgomerycountymd.gov
Subject: ROW for Wightman Road

I am opposed to the revised Master Plan. How much is it going to cost the owners who will have their property value lowered by this action? Because I for one will expect compensation since I live in Overlea and my TH borders Wightman. There was no Plan in place when I bought my unit, only the mid-county ROW. That was 2 decades ago and there has been no progress other than the money you have wasted while you wring your hands over taking action for the "Plan" or devising revised plans that the village residents don't want.

C. L. Kennaday

MCP-CTrack

From: Bob Blanc <blanc.bob@gmail.com>
Sent: Monday, September 07, 2015 9:42 AM
To: MCP-Chair
Subject: Montgomery Village Master Plan

I strongly protest inclusion in the proposed Montgomery Village Master Plan of an expanded 100 foot right of way for Wightman Road and inclusion in the Capital Improvement Program of construction of a 4-lane arterial between Goshen and Brink Roads. I am additionally concerned that the expansion will quickly grow to include Brink Road.

This proposal will turn Wightman and Brink into a major arterial and cause serious disruption. The necessary right of way cannot be obtained without major disturbance or taking of residential properties. An expansion will change the character of our long established communities and will negatively affect our property values.

I urge you to move ahead with the M-83/Alternative 9A environmental review and proceed with the long-planned Mid-county Highway with its already reserved, un-encumbered right-of-way.

Sincerely,
Robert Blanc
20920 Lochaven Court
Gaithersburg, Maryland 20882

MCP-CTRACK

From: Hillary Pettegrew <hlpettegrew@yahoo.com>
Sent: Monday, September 07, 2015 12:23 PM
To: MCP-Chair
Subject: Comments on public hearing draft of Montgomery Village Master Plan

Dear Mr. Anderson, Ms. Presley, Ms. Wells-Harley, Mr. Dreyfuss, and Ms. Fani-Gonzalez:

I am a property owner who lives on Duffer Way in Montgomery Village: thus, I am directly affected by the initial wave of townhouse development (80-plus units) proposed by Monument Realty -- the concept for which is supported by the draft MV Master Plan ("draft plan"). The current draft plan is unacceptable to me and the vast majority of Village residents to whom I have spoken. It is fatally flawed for numerous reasons, including these:

- The draft plan proposes changing 140 acres of Conservation/Recreation land (the golf course property) right in the middle of the Village and developing at least half of that land -- but it makes NO compensating offsets in equivalent conservation space, despite the fact that over 750 acres of parkland were approved in the original development plan.
- In creating the draft plan, staff took no steps to ensure that the plan would represent the desires of the majority of Village residents; in fact, they disregarded the largest number of residents' comments, which were against the proposed development.
- The draft plan is not consistent with the Montgomery Village Vision 2030 Plan, which would limit any development of the golf course property to the front "Area 1" clubhouse area.
- Large volumes of water flow over the golf course property during heavy rain, but there has been no new flooding study that would support developing it with yet more houses, versus retaining the land as a conservation area. Houses on one side of my street, Duffer Way, are susceptible to flooding in their basements during significant rain as it is; further development is sure to exacerbate the existing problem.

Finally, I note that the original Town Sector zoning code applicable to Montgomery Village states: *"The proposed plan shall be accompanied by restrictions, agreements, or other documents, indicating in detail the manner in which any land intended for common or quasi-public use but not proposed to be in public ownership will be held, owned, and maintained in perpetuity for the intended purpose."* It also states that *"The Planning Board shall examine the Proposed Preliminary Plan in order to determine whether: (a) the proposed plan is consistent with the Town Sector Plan, (b) In the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances."*

The planning board should consider -- and ask staff to explain -- (1) how the draft plan would protect the privately held land in Montgomery Village, and (2) how permitting a developer to build houses on over 80 acres of land designated as "Private Recreation/ Conservation" can be justified.

Thank you for your consideration.

Sincerely,

Hillary L. Pettegrew
9600 Duffer Way
Montgomery Village, MD 20886
(301) 987-5401
HLPettegrew@yahoo.com

SEP 08 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: David Lechner <dave@lechnersonline.com>
Sent: Thursday, September 03, 2015 11:35 PM
To: MCP-Chair
Subject: Comments on the new/DRAFT Montgomery Village Master Plan
Attachments: DL-1 19104 p1 to 10.zip; DL-2 MNCPPC 1964 Memo on new TSZ.jpg; DL-6 E848 Approval Res p2.zip; DL-3 MV Dev Plan E327 Pg52 Ex 22-1.jpg; DL-4 E848 Transcript p61 on coord legal.jpg; DL10 1980 Sales Contract Agreement MVGC.pdf; DL-5 AG-MC16-12 MD Atny Gen Letter on ag Resv.pdf

David Lechner

9404 Bethany Place

Montgomery Village, MD 20886

Montgomery County Zoning Board

Maryland National Capital Park and Planning Commission

Silver Spring, MD

Dear Members of the Board:

I have lived in Montgomery Village for 22 years, and I am writing to express my extreme disappointment and frustration with the new draft Master Plan for Montgomery Village. Although I appreciate the staff's efforts to create a plan without the normal support of a citizen's advisory committee, the appearance is that they not only failed to make adequate use of the "Vision 2030 Plan" created by the Montgomery Village Foundation previously, but also failed to conduct basic research on the nature and text of the Town Sector Zone code that was created by Planning Board staff decades ago and used to guide the creation of the village.

Montgomery Village was planned and developed under the Montgomery County Code Section 104-19A, Town Sector Zone (Attachment 1, DL-1 zip file, multiple pages). This code states, under paragraph 2. Procedures for Approval of a Preliminary Plan, that *"The proposed plan shall be accompanied by restrictions, agreements, or other documents, indicating in detail the manner in which any land intended for common or quasi-public use but not proposed to be in public ownership will be held, owned, and maintained in perpetuity for the intended purpose."* It also states that *"The Planning Board shall examine the Proposed Preliminary Plan in order to determine whether: (a) the proposed plan is consistent with the Town Sector Plan, (b) In the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances."*

I have added the underlines for emphasis of key words. I noticed that in the record of case E-858 there is actually a memorandum from the MNCPPC planning board staff about the code for the Town Sector zone, as that staff developed and then marked up the wording of the TSZ code.

(See the attached memorandum from the planning board staff, DL-2).

The record of case E-858 also contains MNCPPC staffing recommendation regarding DPA E-848 (Attachment 3, DL-6), where the MNCPPC “recommends to the District Council that Application E-848 be APPROVED with the following amendments:” (text omitted regarding technical issues), and then *“In the opinion of the Board, the proposed rezoning is compatible with the surrounding area, and, therefore fullfills the requirements of the Town Sector Zone.”* So in 1968, after helping draft the Town Sector Zone, the MNC-PPC abd County Planning Board certified that the Montgomery Village Plan was in compliance with 104-19A, and that the other open spaces in Montgomery Village were adequately protected “in perpetuity.”

The hearing of case E-327, the original proposal to develop Montgomery Village, is also very interesting and useful to review. The MV Golf Club is listed as 135 Acres of open space, a part of the 557 acres of *“open space, set aside as publicly owned or devoted to community uses.”* Number 3 on the list of such land states *“Golf Course of Standard 18 acre design, 135 Acres”*, on page 52 of the Montgomery Village plan (Attachment 4, DL-3). This page also states that *“It is our plan that the open space may best be developed by retaining substantial areas in private ownership through (1) private clubs, (landlords of apartments and commercial spaces, and (3) a carefully planned Automatic Homes Associations Program. This will permit the orderly scheduling and development of the two lakes, the 18 hole golf course, and other facilities as required”*. Thus we see the developer proposing a large TSZ project that saved the taxpayer both construction and maintenance funding, and the County Government was quite complicit in the arrangement to establish private ownership of most of the common spaces in the village.

On page 61 of the hearing record for DPA E-848 (Attachment 5, DL-4) the developer, Clarence Kettler, further explains the importance of restrictive covenants in 1968, stating *“We have incorporated the Montgomery Village Foundation and various Homes Corporations within Montgomery Village that are designed to own and maintain the open space and private streets, ensuring that such open space is permanently devoted to community use. Prior to recording, legal documents were reviewed and approved by the County Attorney’s office and by the General Counsel of the Maryland National Capital Park and Planning Commission.”* This further shows the Montgomery County’s involvement in setting up private ownership and maintenance of the common spaces in Montgomery Village.

The subsequent approval of every DPA for Montgomery Village appears to indicate that the Planning Board thought that the the “Private Recreation/Conservation” status of the Montgomery Village Golf Club and Montgomery Village Foundation land was protected *“in perpetuity”*. These DPAs were approved through the 1970s when the Golf Course was owned by the Kettler Brothers Company, and prior to sale to Mr. Doser in 1980 (Attachment 6, DL-10).

When selling the Montgomery Village Golf Club to Mr. Doser, the Kettler Brothers Co. tried to permanently protect that land, “in perpetuity”, as required by the Montgomery County code 104-19A, by creating a strong restrictive real covenant with Mr. Doser in the form of a sales contract that established terms that were “binding on all heirs and assigns”. As the Kettler Co. owned the land and were selling it to Mr. Doser, it clearly had proper horizontal privity. This contract is an example of the type of “restriction” or “other document” set in place, as required by the TSZ code 104-19A, to protect the open space nature of the property “in perpetuity”.

I recently asked the Maryland State Attorney General’s office for clarity on what defines a real covenant in Maryland. They responded (See Attachment 7, DL-5), via a constituent services request to my State delegate, that “The Court of Appeals has explained that “the four elements necessary to create a covenant that can run with the land [are]: ‘(1) the covenant “touch and concern” the land; (2) the original covenanting parties intend the covenant to run; [(3) there be some privity of estate[;] and [] (4) the covenant be in writing.”Id.(quoting County Comm’rsv, St. Charles Assocs. Ltd. This letter also states that “Although covenants that run with the land may typically be recorded as part of the deed of the property, it appears that as long as the covenant is in writing as a part of a public record, it does not necessarily have to be recorded as part of the deed to the property.” The 1980 sales contract (attached) therefore appears to meet all of the requirements for a valid real covenant.

If we look at DPAs that were approved much later for Montgomery Village, DPA 88-01 quotes nearly verbatim from the text of 104-19A by stating that “*Homeowner documents will adequately assure a method of perpetual maintenance of recreational, common or quasi-public areas.*” Given that DPA 88-1 was approved by the MNCPPC (Planning Board, ref page 1 of DPA 88-1), and quotes nearly verbatim from the text of 104-19A, it appears that the MNCPPC was certifying once again that 8 years after Mr. Doser had purchased the MV Golf Club, that protection of the open and “quasi-public” spaces of Montgomery Village were being adequately protected in perpetuity for their intended use.

Today the Montgomery Village Foundation owns hundreds of acres of land in Montgomery Village, including 6 swimming pools that the general public is not allowed to use. Only residents of Montgomery Village that are paying recreational facility fees of \$435 a year, and any other county residents that pay the \$435 annual membership fee are allowed to use these recreational facilities. The Montgomery Village Golf Club was also held by a private entity, and was open for use by anyone willing to pay the annual membership fee. All of the “private” recreation/conservation land in Montgomery Village needs adequate protection under the new zoning and Master Plan, and we are counting on the Planning Board of MNCPPC and the County Council to ensure that it remains adequately protected “in perpetuity for its intended use”.

In 104-19A the County Council put the very strong language, “in perpetuity” in place to protect residents that were purchasing their homes, the largest single investment most of them will ever make, and the primary component of their retirement plans. This protection was reasonable given they were paying premium prices and paying higher taxes due to the location of the home overlooking a lake or a golf course. The Montgomery County Zoning Board acted as the solemn protector of this open space for almost 50 years, certifying repeatedly that the development of Montgomery Village was in compliance with 104-19A and protected the valuable open space “in perpetuity.”

Next week the MNCPPC and Montgomery County Zoning Board will hold its first public hearing on the new draft Master Plan for Montgomery Village, which will replace the village's Town Sector zoning with the new conventional zoning. I have the following questions, that I feel should be addressed prior to that hearing or as a part of it:

- 1) This draft master plan actually proposes converting over half of the Montgomery Village Golf Club property into residential housing. How is this in compliance with the tenets of 104-19A, and how is the Planning Board staff upholding the "perpetual" open space status of this land through such a proposal? Why is the staff failing this basic concept of protection in perpetuity?
- 2) Why is the Planning Board doing such an about-face on the protection of open spaces of Montgomery Village? What is next - the lakefront area?
- 3) Why doesn't the new zoning code include a similar "Private Recreation/Conservation" Euclidean zone to allow our parks and open spaces to maintain their perpetual protection? Was the new code and replacement of the protective Town Sector Zone just a ruse to allow developers in and make huge profits by infill projects that were never supposed to happen?

Additionally:

- 4) How on earth is the Montgomery Village area supposed to support the addition of 2,500 new additional residences proposed for the redevelopment of the Montgomery Village Center via this draft plan? How was this number developed? Why should Montgomery Village welcome such a high density into its midst, creating another ugly Clarksburg or Rockville style packing of tall buildings in a community planned as an open and green village community?
- 5) Why is the Montgomery Village Master Plan proposing to widen the Wightman, Goshen, and other roads into arterial highway status, in order to funnel thousands of residents from up-county developments through our neighborhoods, school zones, and past our playgrounds and parks? Why can't those community areas use mass transit or allow office parks in their community to contain local jobs and smart transit?
- 6) Why isn't the redevelopment of the "Village Center" including the area just east, called "Clubside", which is a problematic area filled with rental units and in dire need of reconstruction?

I look forward to hearing your responses, and explaining the answers to these questions at the hearings on the Montgomery Village Master Plan. More importantly, I hope that the Planning Board will take a more proactive move and direct staff to re-write these obviously flawed portions of the plan, and instead create a plan that preserves the open spaces adequately and "in perpetuity", just as the MNCPPC has certified this in the past 50 years of project approvals. I live in "Montgomery Village", not "Montgomery Town", and hope that the Board members will help us preserve the character of this community as a village.

PS: I am enclosing below additional notes taken from cases E-327 and E-858 (Attachment 8, Forwarded separately due to file size) that are of great interest in the drafting of the Master Plan. These design principles, that have been successfully used in Montgomery Village for over 50 years, should be strongly

preserved. As Clarence Kettler told local residents in his letter from 1980 (also attached), "no homes can, nor will, be built on this property." (Attachment 9, forwarded separately due to size).

Thank you again for consideration of resident views as primary in planning our community future.

David A. Lechner

ADDITIONAL NOTES FROM DPA E-327 and DPA E-848.

1) June 18, 1965 Letter from Norman M. Glasgow (attorney for Kettler Brothers) to Lewis Elston (Planning Engineer).

This letter urges Mr. Elston to approve the plan submitted as E-327. In his letter, Mr. Glasgow states "*Major stream valleys, roads (major), community facilities contain a total of 235.4 acres or 13.3%. In addition a large conservation area is being set aside along the Cabin Branch Valley for the golf course: 130 acres or 7.4%. In addition to this...it appears easily that the approximately 26.1% of the total land area of Montgomery Village will be open or 'non-built.'*"

2) Technical Staff Report Case E-327 (in toto)

This report is worth reading in full as the staff proposed several changes to the plan as submitted. It makes several important points. First, that the densities of the individual communities should decrease dramatically from south to north. Second, that the golf course was an integral part of the open space plan. Third, "*Instead of approving a particular zoning category, automatically permitting a clearly defined list of uses and establishing certain area, dimensional, and density specifications, the procedure here is more like that of making and approving a master plan. Because of this difference, there is no presupposition that, for example, any and all of the listed uses must be permitted 'as of right' in a particular plan, that the full 10% specified as a maximum for commercial use must be permitted, that height limitations cannot be imposed, or that the full maximum density of 15 persons per acre must be permitted within each and every sector plan that may be approved.*"

3) July 1965 Before the Montgomery County Council Sitting as District Council – Application for Amendment to the Zoning Map E-327

Page 6. Mr. Lewis Elston testifying for the Planning Board “This plan is to be approved in conjunction with the zone, itself, and then becomes the basis for any future development within the entire area which it encompasses. *Future subdivision plans are submitted, first in the form of preliminary subdivision plans to the Planning Board. These are required to be in substantial agreement or in compliance with the Town Sector Plan, itself, which has already been adopted.*”

Page 10-15. Mr. Elston argues for lower density in the northern section of the plan. At that time, the northern section was where Patton Ridge is today. The Planning Board felt that even though the submitted plan showed lower densities in the northern part, it was not as low as they thought it should be.

Page 19. “*We feel this maximum density, like the minimum lot size, for example in the R-90 zone, is a limit. No Town Sector application can be approved that has a density higher than 15 persons per acre. We feel this does not necessarily mean in a particular case that the full 15 must be permitted.*”

Page 42. Statement on the record of Milton J. Kettler. “*This is the importance of Exhibit 9. Here all of the important natural features have been inspected and located. We have then translated these features into permanent assets of the community as shown on this slide, Exhibit 13. Here are greenspace plans which effectively preserve the important features which you saw on Exhibit 9. In addition, we have provided other amenities for the community, such as the lakes, the golf course, and the siting of schools in pleasant surroundings within the open space system.*”

Page 44. Statement on the record of Milton J. Kettler “*approximately 557 acres of land will be set aside as open space, publicly owned or devoted to community use. This is considerable more than double the ten percent of the total area that is required under the Town Sector Ordinance. Our open space system will consist of generally the following acreage quantities. ... Some of the major ones now I will show as Lake Whetstone, 25 acres, stream valley conservation and associated recreational areas, 81 acres, golf course of standard 18 hole design and other areas totaling approximately 557 acres, 135 acres. The open space may best be developed by retaining substantial areas in private ownership. Private clubs such as the golf course and a riding academy.*”

Page 47. Mr. Glasgow’s closing remarks. Mr. Glasgow reiterates the scope of the open space plan and the inclusion of the golf course therein.

4) June 10, 1966 Letter from Norman Glasgow to Montgomery County Council.

SUBJECT: "TO AMEND TOWN SECTOR PLAN AS AMENDED ON FEBRUARY 23, 1966. This letter addresses a number of changes that move town houses to positions within and along the golf course as giving *"greater opportunity is afforded to more families to face into open green areas. This is a desirable and important objective to obtain as people desire the privacy created by open space as well as enjoyment of the pleasant view which one may experience. The consultants have advised the owners that the proposed amendments provide a better balance in the plan by reducing the number of dwelling units in areas III-A and III-F and relocating these units to within the golf (sic) course"*. It is believed that this refers to Patton Ridge, specifically Duffer Way and Greenside Terrace which are the only communities located within the golf course.

One of the exhibits shows *"Exhibit 6 shows the approved plans for the eighteen hole golf course now under construction in the valley of the Cabin Branch. The special features of this plan include...Preservation for many years to come of the beautiful stream valley as an integral part of the open space plan. Design of Townhouses in two areas within the confines of the Golf Course, providing a unique living environment surrounded by open space."* The diagram shows Duffer Way and Greenside Terrace surrounded by the golf course as they are today.

5) May/June 1968 Case E-848. Application filed in May 1966. Heard by Planning Board in 1968.

This case was filed in 1966 and approved in 1968. It adds 155.264 acres to the existing Town Sector.

In the presentation to the Planning Board in 1968, the stated GOALS OF MONTGOMERY VILLAGE included *"Each major section should have a central focus, such as lakes, stream valley parks, a golf course or other scenic attraction"*. And, *"The entire tract must be planned as to preserve as much as practical the many scenic vistas, wooded areas and other natural attributes."*

It goes on to describe THE OPEN SPACE SYSTEM as *"lakes, riding trails, a golf club, tennis courts...."* And, *"The third section contains the Cabin Branch, meandering across the property in a broad open valley. Here will be the golf course, with enough rolling hills and wooded groves to make it interesting to the low handicap"*

golfer but still not too difficult for the week-end golfer to enjoy.” And, “... retain much of the rural atmosphere of country-side and open space.”

On page 52, on the matter of density in what was then North Village and is now known as Patton Ridge, it states *“In North Village, with the addition of 137.7 acres, the density of development per acre has decreased from 2.62 Units/Acre to 2.39 Units/Acre.... Multi-family uses have been totally eliminated.”*

6) June 5, 1968 Case E-848 before the Hearing Examiner

Page 19. Testimony by Mr. Kettler: *“This is a scene at the 18-hole championship golf course opened last September and is covenanted as open space for 50 years.*

Page 27. Mr. Glasgow testifying as to land to be given to the county: *“...this is not the golf course which is to be used as park land and covenanted as perpetual open space.”*

Page 31. Mr. Glasgow states *“Zoning is covenanted and stabilized for a 50 year period.”*

Page 61, Mr. Hurley states *“..this does not include the golf course which is a separate entity.”*

Page 70. Mr. Hurley states *“it (the golf course) goes up into North Village in that is surrounds Area III-J, a townhouse community in the golf course. It surrounds Area III-H, another townhouse community oriented to the golf course.”*

Page 71. Mr. Kettler states *“We are now planning this same market (single family homes) to be oriented to the golf course in the III-A area...”* This is the part of Patton Ridge called Fairridge.

7) July 23, 1968 Case E-848 Hearing Examiner Report and Recommendation

Page 2. Mr. Dalrymple reiterates the intent of the Town Sector Zone and states

"Thus the examination and evaluation of a town sector application is on an entirely different basis from that which applies in the case of a conventional zoning application. Instead of approving a particular zoning category, automatically permitting a clearly defined list of uses and establish in certain area dimensional and density specifications, the procedure here is more like that of making and approving a Master Plan. Because of this difference, there is no presupposition that, for example, any and all of the listed uses must be permitted "as of right" in a particular plan, that the full 10% specified as a maximum for commercial use must be permitted, that height limitations cannot be imposed, or that the full maximum density of 15 persons per acre must be permitted within each and every sector plan that may be approved. All of these requirements are as stated maximum figures beyond which no sector plan can be permitted to go; there is no presumption that any or all of them must be permitted in a specific case."

8) August 13, 1968 County Council Opinion and Resolution on Case E-848

County Council reinforces the reduced density in North Village (Patton Ridge)

9) August 29, 1972 County Council approval of numerous changes to TSZ

This list of changes comes with no detail found yet. However, included in the approval is *"Retention of boundaries of Village Center Parcel to exclude the former site of the proposed golf club house and retain this approximately 6-acre site as open space."*

ORDINANCE

BE IT ORDAINED by the County Council sitting as a District Council for that portion of the Maryland-Washington Regional District located within Montgomery County, that -

The Montgomery County Zoning Ordinance, adopted May 31, 1958, as amended, being Chapter 104, Montgomery County Code 1960, is hereby amended by adding a new section, 104-19A, titled "Town Sector Zone", to follow immediately after Section 104-19 and to read as follows

SECTION 104-19A - TOWN SECTOR ZONE.

a. Purpose.

It is the purpose of this section to provide a method whereby planned New Towns may be built or added to, or additions made to existing urban developments. Such towns shall contain, insofar as possible, all of the residential, commercial, community, and industrial facilities needed to make possible a town that is reasonably self-sufficient for all purposes except major employment and central business district shopping. Also adequate provision shall be made for the maintenance of open space, location of school sites and location of streets and highways to assure orderly traffic circulation. Physical planning within the town shall be such as to assure that these uses, including a wide variety of types of housing accommodations, shall be placed in efficient and orderly relationship.

In order to encourage and facilitate desirable development of this kind, it is further the purpose to eliminate, in the Town Sector Zone, some of the specific restrictions which regulate, in other zoning categories, the height, bulk and arrangement of buildings and the location of the various land uses; and to provide for more flexibility in subdivision requirements; and to substitute for these regulations the requirement that all development be in accordance with a plan meeting the requirements of Section 104-19A, previously approved by the Planning Board. This section is not to be construed as implying that any proposed plan must be approved.

b. Definitions.

For the purposes of this Section, certain words and phrases shall be interpreted as follows:

Corridor City.

An area within any of the corridors of urban development designated in the General Plan for the Maryland-Washington Regional District, adopted January 22, 1964. These corridors are radial strips, which will extend outward from the central core of the Washington Metropolitan Area and will contain the greatest concentrations of transportation facilities and public utilities.

New Town.

A town to be located on a substantially undeveloped site and meeting the following mutually interdependent requirements:

- (1) Self-sufficiency. Containing as nearly as possible all of the commercial, employment, cultural and recreational facilities desirable and necessary for the satisfaction of the needs of its residents.
- (2) Diversity. Containing a wide variety of residential facilities, so as to offer a wide range of structural types, site planning layouts and arrangements, and rental and purchase prices.
- (3) Density. Urban rather than rural, in order to facilitate travel between residential, commercial, employment and other types of areas and to make the most efficient use of public utilities; but low enough to permit the incorporation of large amounts of open land within the town for recreational and scenic purposes.
- (4) Transportation Facilities. Transportation facilities adequate to serve the anticipated total population must be either in existence or planned for future construction.
- (5) Public Utilities. Public sewer and water must be available at the site or planned for construction.

Preliminary Plan.

A preliminary plan showing in detail all information required for the submission of a preliminary subdivision plan and showing in addition thereto all variances from the subdivision regulations and other applicable regulations.

Residential Area.

All those parts of a Town Sector which comprise the residential portion thereof and the accompanying facilities such as local retail areas, public school sites, local recreational and open space areas and public roads.

Satellite Community.

A new community which lies outside of the Corridors.

Sector Plan.

A plan, approved by the District Council as provided in subsection e. of this Section, showing the general land-use pattern of a Town Sector.

Town Sector, or Sector.

A substantial portion of the land designated as a New Town by the Planning Commission in accordance with the General Plan, or as a Satellite Community as may be approved by the District Council.

c. Uses Permitted.

The uses described on the Sector Plan and uses permitted in any zone, whether by right or as Special Exceptions, shall be permitted in the Town Sector Zone, subject to the following restrictions:

(1) In Residential Area, only the following uses shall be permitted:

(a) Single-family dwellings, which shall be used only for the following purposes:

Dwelling for one family.

Professional office, for the practice of medicine, dentistry, law, accounting or architecture by a resident of the dwelling, incidental to its principal use as a dwelling and with the assistance of not more than one person who is not a resident of the dwelling.

All other uses permitted in Sec. 104-8(a) as now or hereafter amended.

All uses permitted as special exceptions under Sec. 104-8(b) subject to approval under Sec. 104-22 through Sec. 104-29, as now or hereafter amended.

(b) Multiple-family dwellings, which shall be used only for the following purposes:

Dwelling units, not more in number than shown on the Preliminary Plan (see Paragraph g(1) (c). Office for rental, operation, service and maintenance of a multiple-family dwelling or group of dwellings.

Any of the commercial uses permitted in the C-1 Zone, provided that

(a) There shall be no dwelling units on any floor on which there are commercial uses, and

(b) The total floor area used for commercial purposes shall be no greater than shown on the Preliminary Plan.

All other uses listed in Sec. 104-11(a) as now or hereafter amended.

All uses permitted as Special Exceptions in Sec. 104-11(b) subject to approval under Sec. 104-22 through Sec. 104-29, as now or hereafter amended.

- (2) No use shall occupy a location other than indicated on the approved Preliminary Plan.
- (3) All changes of use not permissible by the provisions of this subsection c, shall require amendments to the Preliminary Plan.
- (4) No use and occupancy permit shall be issued for any building which is not served by approved sewer and water supply.

d. Land Use Standards.

In all Town Sectors the following standards shall apply:

- (1) Each Town Sector shall have an area of at least 1,500 acres.
- (2) Not more than 10% of the total area of the Town Sector may be devoted to commercial purposes. All required parking for commercial purposes shall be included within the 10% calculation.
- (3) Not more than 5% of the total area of the Town Sector may be devoted to industrial purposes and other major employment facilities.
- (4) Not less than 10% of the total area of the Town Sector shall be devoted to open space publicly owned or devoted to community use.
- (5) The population of the Town Sector shall be planned so as not to exceed 15 persons per acre based upon the total area within the Town Sector.
- (6) In calculating the average density for all purposes in this zone the following standards shall apply:
 - (a) One-family detached dwellings shall be assumed to have an average occupancy of 3.7 persons.
 - (b) Town houses shall be assumed to have an average occupancy of 3 persons.
 - (c) Multiple-family dwellings less than 5 stories in height shall be assumed to have an average occupancy of 3 persons per dwelling unit.

- (d) Multiple-family dwellings 5 stories in height or higher shall be assumed to have an average occupancy of 2 persons per dwelling unit.
- (7) Height limitations of all buildings in the Town Sector Zone shall be consistent with the limitations set in other zoning classifications for areas of similar density or similar use.
- (8) All utilities in the Town Sector Zone shall be placed underground and standards for street lighting shall be provided by the developer in accordance with subsection (h) of this section.
- (9) No property shall be placed in a Town Sector Zone except upon application of a person with a financial, contractual or proprietary interest in the property notwithstanding any provisions of this ordinance to the contrary. This Zone is in the nature of a special exception and shall be approved or disapproved on a finding that the application is or is not proper for a comprehensive and systematic development of the Regional District.

e. Procedure for Approval of Town Sector Plans.

(1) Application for Town Sector Classification.

In addition to the requirements contained in Sections 104-30 through 42, an application for reclassification to the Town Sector Zone shall be limited to any tract of land of 1500 acres or more, located either in any area designated on the General Plan as lying principally within a corridor, or in an area proposed by the applicant as a satellite community, and shall be accompanied by a Town Sector Plan for the property sought to be reclassified, which shall be submitted to the Planning Board for its recommendation as consistent with the purpose and intent of this zone in the event of such reclassification. No such application shall be approved by the District Council until the Town Sector Plan has been reviewed by the Planning Board.

(2) Submission Requirements for Town Sector Plan.

The proposed Town Sector Plan shall show, at a scale of 1 inch to 200 feet, the general physical layout of land uses within the Sector and surrounding area, including specifically the following information:

- (i) The Residential Area included in the Sector specifying the maximum population and type of units proposed for each designated residential area.
- (ii) The retail commercial areas included within the residential area shall be designated on the Sector Plan.

- (iii) The locations of the principal proposed uses in the non-residential area, including the Town center, other civic, public uses, and the industrial or other major employment areas.
- (iv) All streets of arterial standards or greater.
- (v) Proposed trunk sewers, major water mains, and trunk storm sewers.
- (vi) The topography of the land, shown by contour lines at intervals of not more than 5 feet.
- (vii) A delineation of the principal physical characteristics of the tract, including flood plain soils, wooded areas, and rock outcroppings.

A map at a scale of 1 inch to 1000 feet shall also be submitted showing the location of the Town Sector within the general area.

(3) Review and Report by Planning Board.

The Planning Board shall examine the proposed Town Sector Plan with particular reference to the policies and maps embodied in the Maryland-Washington Regional District, its consistency with those policies, and the manner in which it may or may not be expected to assist in the development or extension of a New Town in accordance with the principles and objectives set forth therein. If the Board finds that the proposed Town Sector Plan is consistent with these policies and would assist in a comprehensive and systematic development of the Regional District, it shall recommend approval of the said Town Sector Plan. The Board shall notify the District Council in writing of its recommendation promptly but in no case later than 60 days after the filing of the application unless the applicant consents to the extension of this time limit. In case of unfavorable recommendation the reasons therefor shall be stated.

(4) Amendment.

No change in an approved Town Sector Plan, involving a revision or amendment of the location or extent of any type of land use or of any road shown thereon, shall be made except by approval of the District Council.

f. Development Standards for Preliminary Plans.

In all Preliminary Plans the following development standards shall apply:

- (1) Each Preliminary Plan shall include at least 50 acres and shall contain all information as is now or may hereafter be required for submission of preliminary subdivision plans in accordance with the subdivision regulations; provided that a lesser area may be submitted when approved by the Planning Board upon the showing of good cause for such lesser area.
- (2) Off-street parking facilities shall be provided in accordance with the schedule shown in subsection 104-20c.
- (3) The following shall be designated in the Preliminary Plan and shall conform to the standards generally imposed for such sites:
 - (a) Public schools as required by the Planning Board with the approval of the Board of Education.
 - (b) Playgrounds and Local Parks.
 - (c) Minor stream valley and other conservation areas.
- (4) The Preliminary Plan shall contain specific notations for lot width, area, side yards, rear yards, setback, coverage, grouping of buildings and other similar requirements. All deviation from other applicable ordinances and subdivision regulations shall likewise be noted. Deviations shall be freely granted to promote attractive and efficient overall planning and design.
- (5) Privately owned roads and community open spaces may be held by the Developer or by an approved Homes Association, substantial in membership and duration. Easements restricting the use for such areas shall be granted the County Government.

g. Procedure for Approval of Preliminary Plans.

(1) Application.

In any area which is classified in the Town Sector Zone and in which a Town Sector Plan has been approved, a proposed Preliminary Plan may be filed for any portion thereof which includes at least 50 acres of Residential Area. The proposed Preliminary Plan shall show, in a manner consistent with the Town Sector Plan, the following general details of the proposed development:

- (a) All of the information normally required in the submission of preliminary subdivision plans, plus specific notations as to all deviations in paragraph f (4) of this section.
- (b) The proposed location and use of all buildings except one-family detached dwellings.

- (c) In each multiple family dwelling,
 - (i) the number of dwelling units and
 - (ii) the total floor area, if any, to be used for commercial purposes as permitted in paragraph c (1) (b).
- (d) All roads, streets, parking areas, and pedestrian ways.
- (e) The topography of the land, shown by contour lines at intervals of not more than 2 feet.
- (f) The sites of all public schools, parks and playgrounds, and other community facilities.
- (g) All lots, if any, which are to be subdivided.

The proposed plan shall be accompanied by restrictions, agreements, or other documents indicating in detail the manner in which any land, intended for common or quasi-public use but not proposed to be in public ownership, will be held, owned, and maintained in perpetuity for the indicated purposes.

(2) Approval.

The Planning Board shall examine the proposed Preliminary Plan in order to determine whether

- (a) the proposed plan is consistent with the Town Sector Plan,
- (b) in the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances, and
- (c) in all those areas in the same Town Sector for which Preliminary Plans have previously been approved, if any,
 - (i) the development or planning of the recreational, cultural and other community facilities shown on those plans has proceeded in a satisfactory manner.

For this purpose the Board shall refer copies of the Preliminary Plan to the various County agencies for their recommendations, as required by the Subdivision Regulations.

If the Board finds that the proposed Preliminary Plan satisfied these requirements, it shall approve the Plan. The Board shall notify the applicant in writing of its approval or disapproval promptly but in no case later than 60 days after receiving the proposed plan, unless the applicant consents to the extension of this time limit. In case of disapproval the reasons therefor shall be stated. When approved by the Board, a Preliminary Plan shall thereafter be the official plan for the development of the area involved, and no building permit nor use and occupancy permit shall be issued unless it is in substantial accordance therewith.

No building permit for the development of the Town Sector Zone shall issue until all persons having a record interest in the Town Sector shall cause to be recorded among the land records of Montgomery County a description of the area included within the Town Sector Zone, the application number and date the Zone was granted, a statement indicating that the development of this average density zone could be accomplished only in accordance with an approved plan, and a declaration binding their heirs and assigns for a period of 50 years to the Town Sector classification as approved or thereafter amended.

(3) Amendment.

No change in an approved Preliminary Plan, involving any change of use, resubdivision of lots, or any road shall be made except by application to the Planning Board and reapproval in the same manner as in the case of the original plan.

h. Recording of Plats.

Within 12 months after the approval of a Preliminary Plan, application shall be made to the Planning Board for the recording of a plat, or set of plats, of subdivision for the area involved. The plat shall be recorded in the land records and shall include, in addition to the requirements of the Subdivision Regulations, the following:

- (1) The boundaries of the land covered by the Preliminary Plan and the lots, if any, into which it is proposed to be subdivided.
- (2) Dedication of all public streets to public use.
- (3) Dedication of all of the school and public park sites to public use.
- (4) An appropriate statement concerning all of the land which is designated for common or quasi-public use but not to be in public ownership. This statement shall grant to the public, on such land, easements covering all rights of development, construction, or use other than the recreational or other quasi-public uses indicated in the adopted Preliminary Plan.

- (5) Specific notations for lot width, area, side yards, rear yards, setback, coverage, grouping of buildings, placement of standards for street lighting, and other similar requirements. All deviations from other applicable ordinances such as subdivision regulations.
- (6) A statement indicating that the land lies within the Town Sector Zone, that subdivision or resubdivision must be in accordance with the Preliminary Plan, and that development of the land is permitted only in accordance with the approved Preliminary Plan and the accompanying agreements concerning the ownership and maintenance of common land which are on file at the offices of the Planning Board, and that application for re-classification shall not be permitted until 50 years after the grant of the Town Sector Zone.

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

June 30, 1964

MEMORANDUM

TO: Planning Commission

FROM: Technical Staff

The staff submits herewith a proposed new section to be added to the Montgomery County Zoning Ordinance, to be entitled "Town Sector Zone". This section is intended to provide for the development of new towns and satellite communities, or substantial parts thereof, in the County.

The staff is also studying, and hopes to present to the Commission soon, two possible additional zoning proposals.

- (1) A provision for the development of planned neighborhood units.
- (2) A method of clustering residential development in the single family zones.

LE:dw

BOARD RECOMMENDATION

The Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission recommends to the District Council that Application No. E-848 be APPROVED with the following amendments:

1. There shall be no access to either Route M-83 or Montgomery Village Avenue, within 1,000 feet of the intersection of these two roads.
2. Wightman Road (A-36) to be an arterial road.
3. In Section II-C, the small area (approximately one acre) lying south of Route M-83 to be shown as open space.

In the opinion of the Board, the proposed rezoning is compatible with the surrounding area, and, therefore, fulfills the requirements of the Town Sector Zone.

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of the technical staff report and the recommendation adopted by the Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission on motion of Commissioner Sedgwick, seconded by Commissioner Bucher, with Commissioners Sedgwick, Bucher, Freeland, Lamb and Rivkin voting in support of the motion, at its regular meeting held in Silver Spring, Maryland, on May 16, 1968.

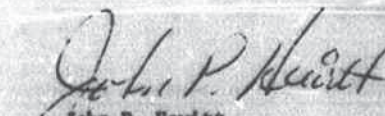
* * *

The Board also adopted the following resolution:

"The Board encourages Kettler Brothers and the citizens associations in the area to work closely with each other in detailing the planning of the project, particularly the portions bordering on existing residential areas that are represented by citizens associations that these discussions be joined by members of the staff, in order to have larger participation of the entire Gaithersburg community in the situation and to begin social planning for people in the future."

CERTIFICATION

This is to certify that the foregoing is a true and correct resolution adopted by the Montgomery County Planning Board on motion of Commissioner Rivkin, seconded by Commissioner Lamb, with Commissioners Rivkin, Lamb, Bucher, Freeland and Sedgwick voting in support of the motion, at its regular meeting held in Silver Spring, Maryland, on May 16, 1968.


John P. Hewitt
Acting Executive Director

1) M E/L
2) UNH
3) FILE - E-848

APPLICATION NO. E-848
FOR AMENDMENT TO ZONING ORDINANCE MAP
Norman M. Glasgow, Attorney for
Kettler Brothers, Inc., Applicant
OPINION AND RESOLUTION ON APPLICATION

Resolution No. 6-1471

August 13, 1968

OPINION

Application No. E-848 requests the reclassification from the R-R zone to the Town Sector Zone of 155.264 acres of land lying east of Maryland Route 355 and adjoining Montgomery Village, north of Gaithersburg.

The Hearing Examiner has recommended approval of the Town Sector Zone for the subject property concluding that the requested reclassification would result in a more coordinated and compatible development of the subject properties and assist in the realization of the goals which led to the adoption of the Town Sector Zone ordinance. The Examiner determined that the land use standards provided for in Section 111-25d, Montgomery County Code, 1965, had been met by the Applicant and that no adverse consequences would result from the granting of the application.

The District Council agrees with the findings, conclusions and recommendations of the Hearing Examiner and notes that the subject properties are pockets of land located between the existing Town Sector Zone and public open space. It seems to us only reasonable to extend the amenities, which are to be found in existing Montgomery Village, to include these pockets of land.

For these reasons and because to grant this application will aid in the accomplishment of a coordinated, comprehensive, adjusted and systematic development of the Maryland-Washington Regional District, the application will be granted.

The Town Sector Plan filed with the application proposes redistribution of the densities between North and South Village with an overall decrease in North Village and a corresponding increase in South Village. The concept of higher densities in South Village nearer to the core city and lower densities in the north toward the periphery of the core was first espoused by the Technical Staff and Planning Board when the Montgomery Village Town Sector was approved under Application No. E-327 in 1965. The Plan proposed here by the Applicant is consistent with that concept in that it reduces the dwelling unit density in North Village from the existing 2.62 units per acre to a proposed 2.39 units per acre. The Technical Staff of the Maryland-National Capital Park and Planning Commission agrees with the reduction in overall density in North Village but suggests that the amount of the reduction is insufficient and that certain of the neighborhoods within North Village should be designated for lower density development. The Hearing Examiner recommended approval of the Town Sector Plan filed with this application (as

amended at the public hearing) on the basis that it is compatible with the goals of the general plan and the preliminary Master Plan for Gaithersburg when considered on a village basis. We agree with the Hearing Examiner in this conclusion. One of the major purposes of the Town Sector Zone is to provide flexibility in the development of a new town. The applicant here has demonstrated that the proposed Town Sector Plan will lead to the implementation of the corridor city concept envisioned in the Wedges and Corridors General Plan. It does not seem appropriate for the District Council to reduce or eliminate the promised flexibility by restricting densities on a neighborhood basis, as suggested by the Technical Staff, if the desired results are achieved on the village basis.

The remaining amendments to the existing Town Sector Plan, which are reflected on the proposed Plan filed with the application as amended, have been approved by the Technical Staff and Planning Board and are determined by the District Council to be reasonable changes which will result in a more coordinated development. For these reasons the District Council approves the Town Sector Plan filed by the applicant with this application as amended, with the exception that the proposed population in Neighborhood 1-A be revised to read 2,424 people and 1-B be revised to read 5,064 people, as requested by the Applicant subsequent to the public hearing.

RESOLUTION TO GRANT

BE IT RESOLVED by the County Council for Montgomery County, Maryland, sitting as a District Council for that portion of the Maryland-Washington Regional District located in Montgomery County, that -

Application No. E-848, Kettler Brothers, Inc., Applicant, for the reclassification from the R-R zone to the Town Sector Zone of 155.264 acres of land lying east of Maryland Route 355 and adjoining Montgomery Village, as more specifically described in the application, is hereby granted for the Town Sector Zone in the amount requested, and

BE IT FURTHER RESOLVED that the Town Sector Plan filed with the application as amended, is hereby approved with the further amendments in projected population in Neighborhoods 1-A and 1-B as set forth above in the Opinion.

A True Copy.

ATTEST:

David B. Collier
David B. Collier, Clerk
County Council for Montgomery
County, Maryland



22

Exhibit No. 22 is a model of Montgomery Village which shows that approximately 557 acres shall be set aside as open space, publicly owned or devoted to community uses. This is more than double the 10% of the total area required under the ordinance.

Our open space will consist of generally the following acreage quantities:

1. Lake Whetstone	25 acres
2. Stream Valley Conservation and recreational areas	81 acres
3. Golf course of standard 18 hole design	135 acres
4. Approximately 20% of the areas within the 877 acres of single family detached (devoted to community buildings, swimming pools, common greens, tennis courts, foot and bicycle paths, etc.)	175 acres
5. Approximtely 20-50% of the 145 acres devoted to Town Houses (common greens)	40 acres
6. Approximately 25-60% of the 200 acres of higher density residential land (common greens with typical gardens, plazas, and recreational facilities)	95 acres
7. Portions of the commercial land (devoted to band stand, pools, plazas, etc.)	6 acres

Approximate acreage to be set aside per present plans:

557 acres

It is our plan that the open space may best be developed by retaining substantial areas in private ownership through (1) private clubs, (2) landlords of apartments and commercial centers, and (3) through a carefully planned Automatic Homes Association Program. This will permit the orderly scheduling and development of the two lakes, the 18 hole golf course and other facilities as required.

A list of the types of recreational and cultural facilities is included in the appendix of this booklet.

(104-19A, a, b, d (4), e (2 iii))

Areas devoted to industrial purposes and major employment facilities total less than one percent, whereas the ordinance permits a total of not more than five percent.

Areas of open space devoted to community use total 18 percent, whereas the ordinance requires that not less than 10 percent be devoted to such use.

Again as Mr. Kettler pointed out, this does not include the golf course which is a separate entity, whereas the ordinance requires not less than ten percent be devoted to such use.

We have incorporated the Montgomery Village Foundation and various Homes Corporations within Montgomery Village that are designed to own and maintain the open space and private streets, assuring that such space is permanently devoted to community use. Prior to recording, legal documents were reviewed and approved by the County Attorney's Office and by the General Council of the Maryland-National Capital Park and Planning Commission.

The population of the Town Sector is planned so as not to exceed 18 persons per acre. For your information there is set forth in the Appendix the population computation by areas within Montgomery Village, as initially approved under E-227, as most recently adjusted under the latest amendment to E-227, and as presently applied for in E-243. The computations made follow the provisions set forth in the ordinance.

Provision has been made for seven elementary school

AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this 27 day of October, 1980 by and between, KETTLER BROTHERS, INC., (hereinafter known as "Seller") and JOHN C. DOSER, (hereinafter known as "Purchaser")

W I T N E S S E T H:

WHEREAS: Seller is the sole developer of Montgomery Village, a Town Sector development comprised of a variety of housing types with commercial, environmental and recreational amenities contained therein, and is a corporation under and by virtue of the laws of the State of Maryland; and

WHEREAS: One of the recreational amenities contained within Montgomery Village is the Montgomery Village Golf Club and

WHEREAS: The Montgomery Village Golf Club contains approximately 148.65 acres, more or less, of green space and is a championship golf course which has been carefully maintained by the Seller since its construction; and

WHEREAS: The aforesaid golf course is located adjacent to many of the homes and roadways in Montgomery Village; and

WHEREAS: It is the desire of the Seller to insure the maintenance of the Montgomery Village Golf Club as a first class golfing facility; and

WHEREAS, It is the desire of the Seller to transfer the ownership of the Montgomery Village Golf Club to a responsible and knowledgeable purchaser who will maintain the facility in the same fashion or better and with the same attention or better as Seller has shown to the needs of both homeowners adjacent to the Golf Club and the club membership; and

WHEREAS: The property was originally offered to the membership of Montgomery Village Golf Club for the same purchase price as is contained herein and said offer was not accepted; and

WHEREAS: The Seller has carefully evaluated the Purchaser and has concluded that Purchaser herein will efficiently and professionally operate and maintain the club facility to the

advantage of both the club members and the adjacent property owners; and

WHEREAS: The membership rights of all members in the Montgomery Village Golf Club expire as of March 1, 1981,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. PROPERTY.

The Seller represents to the Purchaser that the Seller is the owner of the property referred to herein, does hereby bargain and sell unto the Purchaser, and the Purchaser does hereby purchase from the Seller, in fee simple, upon the following conditions, all that parcel of ground and improvements thereon owned by the Seller comprising approximately 148.5 acres, more or less, described on the Plats attached hereto, initialled by the parties hereto, and identified as "Exhibit A", said property hereinafter known as "the Club", as well as all improvements, inventory, fixtures and personal property as set forth in item IV hereof.

II. SALE OF PROPERTY.

2.1 Purchase Price - Upon the following conditions and stipulations, Seller hereby agrees to sell and Purchaser hereby agrees to buy, the said Club at and for the price of One Million Dollars (\$1,000,000.00).

2.2 Deposits on the Purchase Price - Upon the execution of this Agreement, the Purchaser will pay to BELL, CORNELIUS & SHORE, 108 South Washington Street, Rockville, Maryland the sum of ~~Twenty~~ Fifty Thousand Dollars (\$50,000.00) as a deposit. Said deposit to be held by said attorneys in an interest bearing account until such time as settlement is held hereunder, or until distributed as hereinafter provided:

(a) If this contract is consummated in accordance with the terms hereof, then the deposit and accumulated interest shall become part of and credited towards the payment made by the Purchaser at settlement.

(b) In the event this contract is not consummated due to Seller's failure to perform hereunder, the deposit shall be refunded to the Purchaser by the Seller, along with the accumulated interest and upon said return Seller and Purchaser are relieved of any other liability hereunder.

(c) In the event this contract is not consummated due to Purchaser's failure to comply with his obligations hereunder for any reason, except as specifically provided herein, then and in that event, the entire deposit and accumulated interest shall be forfeited as liquidated damages and not as a penalty, and Seller and Purchaser are relieved from any other liability hereunder.

2.3 Payment at Settlement - The balance of the purchase price over and above the deposit hereunder shall be paid at settlement.

(a) In the event the Purchaser assumes the existing encumbrances on the property with Equitable Savings and Loan Association and Washington Federal Savings and Loan Association, then the balance due at settlement shall be the difference between the amounts due the above lenders on the date of settlement and the purchase price as specified in Paragraph II Section 2.1, less deposit previously paid.

(b) In the event the Purchaser does not assume the existing encumbrances on the property noted above, then the balance due at settlement shall be cash in the amount specified in Paragraph II, Section 2.1, less deposit previously paid.

2.4 Other than the warranty of the title, this contract has no contingencies.

III. SETTLEMENT:

3.1 Settlement Date - Settlement shall occur on Friday, February 27, 1981 unless the date is otherwise modified by the parties in a separate writing at the offices of BELL, CORNELIUS & SHORE, 108 South Washington Street, Rockville, Maryland.

3.2 Conveyance to Purchaser - At settlement Seller shall execute, upon payment of the purchase money, a special warranty deed and deliver same to the Purchaser at Purchaser's expense, which shall convey the property to Purchaser by good and merchantable fee simple title, free from liens, restrictions and encumbrances other than those of record, except as herein provided.

3.3 Defects in Title - If as a result of a title search initiated by the Purchaser, the Seller shall be unable to convey and assign a good and merchantable fee simple title to said property as required herein, ("good and merchantable title" shall mean that a title insurance company licensed in the State of Maryland will insure title to said property subject to standard exceptions), Seller shall have 30 days beyond the settlement date hereunder to correct those defects in title revealed by Purchaser's title search. In the event Seller does not correct the defects in title so as to allow a conveyance of good and merchantable fee simple title of said property, then the Escrow Agent shall return to Purchaser all monies paid hereunder by Purchaser, including accumulated interest and this Agreement shall be declared null and void and all parties are relieved from any further liability hereunder.

3.4 Taxes - Taxes and other public charges against the property shall be apportioned as of the date of settlement, possession to be given at settlement unless otherwise specified herein, or agreed to by the parties in a separate written agreement.

3.5 Costs of Conveyance - Title examination, preparation of conveyances, notary fees and all recording charges

on the deed and other required instruments, and all Federal, State and County documentary stamps and transfer taxes, if any and all other charges required at settlement on the transfer contemplated hereby shall be at the Purchaser's expense.

IV. IMPROVEMENTS, INVENTORY, FIXTURES.

4.1 The sale of the aforesaid property shall include all improvements thereon and all personal property with the exception of perishable inventories and items presently held for sale contained in the improvements which belong to the Seller at the date of settlement, which personal property is listed and attached hereto as "Exhibit B". The parties recognize that the personal property which is presently located on the property belonging to the Seller shall fluctuate prior to settlement. Seller shall endeavor to retain silverware, dinnerware, linen, furnishings, maintenance equipment, and other personal property used in the operation of the Golf Club, so that they approximate the quantities of those items on the premises as of the execution of this agreement. Two days prior to the settlement date hereunder, the parties shall inspect the premises and the Purchaser may inventory the items mentioned above at his expense. In the event the quantities of the above items at that time differ by more than five percent (5%) from the quantities of said items as of the date of execution of this Agreement, then adjustment shall be made at settlement to cover said variance.

V. SELLER'S USE PRIOR TO SETTLEMENT.

5.1 Seller shall continue to maintain and operate the Golf Club until the date of settlement and shall retain its insurance coverage and in the event of loss will credit all proceeds to purchaser. Seller shall conduct the routine and general maintenance of the property in the same fashion as if there were to be no transfer on the settlement date.

VI. BROKERAGE.

Each party recognizes and certifies that no broker is

involved in the sale of this property and that no sales commission is due from either the Seller or the Purchaser.

VII. PURCHASER'S WARRANTIES AND CONTINUING OBLIGATION TO OPERATE FACILITY AS A MEMBERSHIP GOLF CLUB.

7.1 Purchaser recognizes that as of the time of execution of this Agreement, the facility is operated as a private membership golf club funded primarily through membership fees paid by members of Montgomery Village Golf Club. Purchaser warrants that he will continue to operate the facility as a membership golf club and will afford all present members and those persons who are members as of the date of final execution of this Agreement the opportunity to retain membership in Montgomery Village Golf Club without the necessity of payment of an initiation fee for a period of ninety (90) days subsequent to settlement, and will, insofar as it is feasible, give preference for future membership applications to residents of Montgomery Village. However, nothing herein shall preclude Purchaser from allowing sponsored functions such as golf outings, receptions and scheduled private parties at appropriate Club facilities.

7.2 Purchaser further warrants that he will retain the structure of having various committees of members such as "greens", "house", "membership", etc. or a like program including member input into the operation of the club facility.

7.3 Purchaser further warrants that the name "Montgomery Village Golf Club" will be retained and that in the event of a transfer by the Purchaser at some future date, the contract of sale therefor will require the subsequent purchaser to maintain the name "Montgomery Village Golf Club" and that the purchaser and all purchasers thereafter shall be required to have such a provision contained in any agreement to sell, transfer or lease the property and the club facilities.

7.4 Purchaser warrants that the property will continue to be used as a golf club and for no other purpose other than those purposes normally permitted by governmental authorities under existing zoning.

7.5 Purchaser warrants that he will continue to maintain the facility in the same fashion or better as Kettler Brothers, Inc. has maintained the facility, including maintenance of the boundary fences, roadways, all grassy areas within the club boundaries, the stream beds, ponds and storm water management facilities. Purchaser and his successors and assigns will not disturb any storm water management facilities contained on or about the Club property without prior Governmental approval from all State, County and Federal Agencies governing storm water management. Purchaser will maintain the property with a view towards preserving the aesthetics of the property for the surrounding property owners and the community in general and will, in all events, maintain the property in a fashion at least equal to a first rate golf club in Montgomery County, Maryland.

7.6 Purchaser further warrants that so long as it is the desire of Kettler Brothers, Inc., or its successors or assigns to hold the annual Harden & Weaver Tournament at the Montgomery Village Golf Club, Purchaser will permit the use of the facility so long as Purchaser is adequately compensated for his personnel who participate in the preparations and the tournament and Purchaser's other out-of-pocket expenses, and Purchaser will fully co-operate and participate along with Purchaser's employees in the preparation for and operation of the Tournament.

7.7 Purchaser further warrants that he has carefully inspected the entire Club facility and takes same in "as is" condition and warrants that he will indemnify Seller

against any and all claims made against Seller as a result of the continuing operation of the facility whether or not said claims are made because of design defects, or construction defects existing prior to the execution of this Agreement and Purchaser's take-over of club operations. Purchaser will carry adequate public liability insurance for this purpose naming Seller as an insured thereunder.

7.8 Purchaser further warrants that he recognizes that Seller is not conveying to Purchaser as part of the transfer of the property any permitted Property Population Density Credit as set forth in the Town Sector Zone.

7.9 Purchaser further warrants that Seller shall, upon payment of reasonable requisite fees, have the right to use the club as a marketing tool so long as it desires for purposes of meetings, entertaining of guests in the restaurant and on the golf course.

7.10 Purchaser warrants and agrees that prior to settlement Seller may record covenants in the Land Records of Montgomery County, Maryland which will require that the name "Montgomery Village Golf Club" shall be used at least until such time as the Town Sector Zoning expires, describing the property transferred herein and that the property transferred herein shall be used as a golf club exclusively at least until such time as the Town Sector Zoning expires, and the architectural control provision hereunder shall also be the subject of a recorded covenant.

Purchaser further warrants and agrees that he will construct no building nor modify any existing building on the property transferred herein nor erect any exterior signage, lighting or change any vehicular or pedestrian means of ingress or egress until such time as the building plans, specifications and plot plans showing the location of such buildings, alterations or additions have been approved in writing as to conformity and

harmony of external design with existing structures in Montgomery Village and as to location of the building or buildings with respect to topography and finished ground elevation by an architectural control committee designated by Kettler Brothers, Inc. or selected by and under the auspices of the Montgomery Village Foundation, if the duties of architectural control are assigned to said Foundation at some time in the future, whose determination shall be based on the above criteria and not on function.

7.11 Purchaser shall obtain all necessary insurance as of the date of settlement and shall be responsible for all licenses required to operate the Club. Seller will cooperate in Purchaser's obtention of the necessary licenses but will in no way guarantee the transfer or the availability of licenses necessary to operate the facility.

7.12 Seller will reserve an easement fifty (50) feet wide located parallel, adjacent and contiguous to the westerly right of way line of Montgomery Village Avenue for the full length thereof within the property conveyed for the purpose of possible installation, inspection, operation and maintenance and repair of a sewer main or mains and an easement fifty (50) feet wide located parallel, adjacent and contiguous to the Easterly right of way line of Watkins Mill Road as the same is proposed to be re-located on the Master Plan of Highways of Gaithersburg and vicinity for the full length thereof within the property to be conveyed for the same purposes as aforesaid relative to the possible installation of a sewer main or mains therein. Seller further retains and reserves the right to assign said easements to the Washington Suburban Sanitary Commission.

Seller further reserves unto itself or the Montgomery Village Foundation, Inc., if so designated by Seller, an easement

twenty (20) feet wide located parallel, adjacent and contiguous to the Easterly side of a forty (40) foot prescriptive right of way of Watkins Mill Road (centered on the existing travelled way) and for the full length thereof within the property conveyed for the future installation, maintenance, operation and repair of a pedestrian path therein for the use of the general public.

Purchaser warrants that he will execute any further documents required to grant said easements and rights of way to the Seller.

Purchaser further warrants and grants to Seller and its successors or assigns a general right of access across Club property for purposes of connection to all sanitary and storm sewers and all other utilities as may be needed from time to time for the development of properties of Seller or its successors and assigns within the then current Town Sector Land Use and Circulation map, without additional consideration.

VIII. SELLER'S WARRANTIES.

8.1 Seller warrants that it will continue the operation of the golf club until the settlement date in the same fashion that it is now being operated, that it will incur no obligations other than the normal obligations incurred during the operation of the club and in general operate the facility until settlement with the interests of the Purchaser in mind.

8.2 Seller further warrants that it will handle the notice of transfer in a dignified and appropriate fashion, and will notify all members that they will be entitled to and encouraged to continue their membership subsequent to the date of settlement and will promote the Purchaser as a worthy successor and co-operate fully with the Purchaser in dealing with the present membership. Seller further warrants that it will co-operate with the Purchaser in so far as the transition of ownership is concerned and be available for consultation on procedures with which

the Purchaser may be unfamiliar without additional consideration.

IX. FINAL AND ENTIRE AGREEMENT.

This contract contains the final and entire agreement between the parties hereto and neither they, nor their agents, shall be bound by any terms and conditions and representations not herein written. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the respective parties hereto. Any terms and conditions of this Agreement which are intended to bind the parties beyond the date of execution of the deed shall continue in full force and effect and not be merged therein.

This Agreement shall be governed by the laws of the State of Maryland.

X. NOTICES.

All notices hereunder shall be deemed to have been duly given if mailed, in any Post Office, enclosed in a certified or registered post-paid envelope addressed to the Purchaser or Seller, respectively, at the following addresses:

SELLER: 19110 Montgomery Village Avenue, Gaithersburg, Maryland, 20760.

PURCHASER: 13721 Darnestown Road, Darnestown,
Maryland 20760 .

IN WITNESS WHEREOF the parties have heretunto set their hands and seals to two counterparts of this Agreement, each of which shall constitute an original on the day and year first above written.

ATTEST

KETTLER BROTHERS, INC.

Phyllis Bowman
Secretary

By James K. Kettler Pres.

[Signature]
Witness

John C. Doser (SEAL)
JOHN C. DOSER

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 27th day of October, 1980, before me, a Notary Public in and for the State and County aforesaid, personally appeared Clarence Kettler who is the President of KETTLER BROTHERS, INC., who made oath in due form of law that he is authorized to execute the foregoing Agreement on behalf of said corporation, that the matters and facts as stated in the foregoing Agreement are true and correct as therein stated to the best of his information, knowledge and belief, and acknowledged same to be his act.

James N. Harch (SEAL)
Notary Public.

STATE OF MARYLAND

COUNTY OF MONTGOMERY: to wit:

I HEREBY CERTIFY that on this 27th day of October, 1980, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOHN C. DOSER, who made oath in due form of law that the matters and facts as stated in the foregoing Agreement are true and correct to the best of his information, knowledge and belief and acknowledged same to be his act.

James N. Harch (SEAL)
Notary Public.

DOUGLAS F. GANSLER
ATTORNEY GENERAL

KATHERINE WINFREE
Chief Deputy Attorney General

JOHN B. HOWARD, JR.
Deputy Attorney General



DAN FRIEDMAN
Counsel to the General Assembly

SANDRA BENSON BRANTLEY
BONNIE A. KIRKLAND
KATHRYN M. ROWE
Assistant Attorneys General

THE ATTORNEY GENERAL OF MARYLAND
OFFICE OF COUNSEL TO THE GENERAL ASSEMBLY

February 2, 2012

The Honorable Heather Mizeur
429 House Office Building
Annapolis, Maryland 21401-1991

Dear Delegate Mizeur:

You have asked for advice relating to MC-12, "Montgomery County - Real Property - Enforceability of Recorded Covenants and Restrictions - Agricultural Activities and Structures." Specifically, you have asked whether restrictive covenants take precedence over regulations and policies governing the Montgomery County Agricultural Reserve. You have also asked whether the answer to that question varies depending on whether the restrictive covenants predate the creation of the Agricultural Reserve. Finally, you have asked whether it would be possible to strengthen the Agricultural Reserve regulations so that they supercede restrictive covenants. The answer to the first two questions will vary depending on the facts of the cases, including the nature of the regulations and policies, the nature of the covenant, and facts related to the property and the neighborhood, as well as the timing and other factors related to the creation of the covenant. I have found no case in which an administrative agency has attempted to overcome restrictive covenants by regulation. The General Assembly could make provisions to this effect, though they face certain legal hurdles, which I discuss below.

MC-12 would add a new § 14-133 to the Real Property Article which would provide that, in Montgomery County:

(c) (1) Any provision of recorded covenants and restrictions that prohibits or restricts agricultural activity or the construction of an agricultural structure on agricultural property is unenforceable.

(2) Any provision of recorded covenants and restrictions that prohibits or restricts commercial or business activity is unenforceable to the extent that it has the effect of prohibiting or restricting the establishment and operation of agricultural activity on agricultural property.

"Agricultural property" is defined as property that:

is encumbered by a recorded transfer of a development rights easement established

The Honorable Heather Mizeur
February 2, 2012
Page 2

in accordance with a program for the transfer of development rights under Article 28, § 8-101(b)(3) of the Code.

It is my understanding that the “program for the transfer of development rights under Article 28, § 8-101(b)(3) of the Code” is intended to be a reference to property within the Montgomery County Agricultural Reserve that is part of the Montgomery County Transfer of Development Rights Program. It would, however, also refer to any property encumbered by a recorded transfer of development rights anywhere in the County under any program for the transfer of development rights in place now or in the future.

The Agricultural Reserve was established in 1980 by the Preservation of Agriculture and Rural Open Space Functional Master Plan. It preserves 93,000 acres for farming. Over half of those acres are part of the Transfer of Development Rights Program.

You have not directed me to the regulations in question, and I have not found any that would directly impact on restrictive covenants. For example, Executive Regulation 3-09, which relates to “the County’s supplemental payment for the Maryland Agricultural Land Preservation Foundation’s purchase of agricultural land preservation easements and regulate[s] the method for purchasing agricultural easements by the County,” lists specific activities that “are permitted on lands encumbered by County Agricultural Preservation Easements,” including:

- a. use of the land for agriculture;
- b. operation of any machinery used for agriculture or the primary processing of agricultural products, regardless of the time of operation;
- c. all normal agricultural operations, performed in accordance with good husbandry practices, that do not cause bodily injury or directly endanger human health; and
- d. operation of a Farm Market.

3-09 II.D.1. This is a clear limitation on the power of the County to limit this type of activity, the regulations do not require any specific activity, and do not prevent private agreements not to engage in the listed activities. A zoning ordinance permitting a particular use of land does not prevent the injunction of that use as a violation of a restrictive covenant. *Criscenzo v. Chabad-Lubavitch of the Shoreline, Inc.*, 2010 Conn. Super. LEXIS 2111 (2010); *Shawangunks v. Knowlton*, 476 NE 2d 988 (N.Y. 1985); *Omega Corp. of Chesterfield v. Malloy*, 319 S.E.2d 728 (Va. 1984). It is my view that the same is true when the allowance of the activity is found in other county regulations or policies. Moreover, while regulation requires that land in the easement program be suited for agricultural activities, it does not appear to require that the land be actively used for that purpose.

The Honorable Heather Mizeur

February 2, 2012

Page 3

It is well-established that a properly created restrictive covenant is valid in Maryland. *Colandrea v. Wilde Lake*, 361 Md. 371, 398 (2000). A covenant that runs with the land can be created where 1) the covenant touches and concerns the land; 2) the original parties intend the covenant to run; 3) there is privity of estate; and 4) the covenant is in writing. *City of Bowie v. MIE, Inc.*, 398 Md. 657, 678 (2007). Such a covenant, even when running with the land, is contractual in nature. *Colandrea*, 361 U.S. at 395.

Traditionally, restrictive covenants have been strictly construed, in that they have been read narrowly in favor of the free alienability and use of land. *City of Bowie v. MIE, Inc.*, 398 Md. 657, 680 (2007). More modern cases have interpreted ambiguous provisions by first looking to extrinsic evidence as to the intent of the parties, then applying strict construction if the intent of the parties cannot be ascertained. *Id.* at 681-681.

A suit to enforce a restrictive covenant is in the nature of specific performance, and Maryland courts have held that injunctive relief is entirely appropriate. *Colandrea v. Wilde Lake*, 361 Md. 371, 396 (2000). Enforcement by injunction requires a showing that the refusal to approve an action that would violate the covenant was “a reasonable determination made in good faith, and not high-handed, whimsical or captious in manner.” *Id.* The court has also applied the doctrine of comparative hardship when considering injunctive relief in actions involving private covenants. Under that doctrine a “court may decline to issue an injunction where the hardship and inconvenience which would result from the injunction is greatly disproportionate to the harm to be remedied.” *Id.* at 396-397.

A party to a covenant can also seek to avoid application of a covenant by showing that notwithstanding the clear purpose, the covenant should no longer be recognized as valid and enforceable. *City of Bowie v. MIE, Inc.*, 398 Md. 657, 685 (2007). “The proper legal standard for this inquiry is to examine whether, after the passage of a reasonable period of time, the continuing validity of the covenant cannot further the purpose for which it was formed in light of changed relevant circumstances.” *Id.* Chief among the factors to be considered is whether there has been “radical change in the neighborhood causing the restrictions to outlive their usefulness.” *Id.* at 687. Courts may also apply equitable principles to limit the covenant’s duration to a reasonable period of time. *Id.* at 689.

Finally, enforcement of a restrictive covenant can be avoided by showing that the covenant is void as contrary to public policy. Some of the earliest cases in which this was done involved covenants that excluded persons of a particular race. See *Gandolfo v. Hartman*, 49 F. 181 (C.C.S.D. Cal. 1892) (declaring a covenant not to convey or lease land to a “Chinaman” void and contrary to public policy); *Clifton v. Puente*, 218 S.W.2d 272 (Tex. Civ. App. 1949) (refusing to enforce a

restrictive covenant that prohibited the sale or lease of property to persons of Mexican decent).¹ Other cases have found that enforcement of covenants to exclude housing for the handicapped, intellectually disabled or mentally ill violates public policy. *Rhodes v. Palmer Pathway Homes*, 400 S.E.2d 484, 486 (S.C. 1991); *Westwood Homeowners Ass'n v. Tenhoff*, 745 P.2d 976, 155 Ariz. 229 (1987); *Craig v. Bossenbery*, 351 N.W.2d 596 (Mich. Ct. App. 1984); *Crane Neck Ass'n v. New York City/Long Island County Servs. Group*, 460 N.E.2d 1336 (N.Y. 1984).²

A restrictive covenant that limits agricultural uses on land in the Agricultural Reserve that is encumbered by a transfer of development rights could be found to be unenforceable under any of the theories discussed above, including being contrary to public policy. Whether a restrictive covenant would be found unenforceable in any particular case would depend on all of the facts, including the provisions of the restriction, the activity that is to be enjoined, the character of the neighbor and the facts surrounding the creation of the restriction.

The regulations and other actions of the County do indicate a general policy that land in the Agricultural Reserve be available for farming uses. The County has created the Agricultural Reserve, and has created or participates in no less than seven programs designed to further the preservation of farmland: The Montgomery County Agricultural Easement Program; Maryland Agricultural Land Preservation Foundation; Maryland Environmental Trust; Montgomery County Transfer of Development Rights Program, Montgomery County Rural Legacy Program; Legacy Open Space Program; and the Conservation Reserve Enhancement Program. The County has also put significant amounts of money into these programs. The County also requires sellers of land adjacent to land zoned as agricultural that "existing County and State law is intended to discourage owners of real property adjacent to agricultural-zoned land from filing certain lawsuits against an owner or operator of an agricultural use in those areas." Montgomery County Code, § 40-12B.

It is not my view, however, that every possible limitation on agricultural activities could be found to be void on the basis of public policy. This determination must be based on all of the facts, just as is the case in other cases involving public policy objections to the enforcement of restrictive covenants. There are many reasons why enforcement of a restrictive covenant might be reasonable

¹ In *Shelley v. Kraemer*, 334 U.S. 1, 20-21 (1948), the Supreme Court held that enforcement of such a covenant would not only be against public policy but also unconstitutional.

² Since the enactment of the Fair Housing Amendments Act of 1988 courts faced with this issue have concluded that failure to waive the restrictive covenants for a home for the disabled constitutes a failure to provide reasonable accommodation in violation of that Act unless the facts do not support a finding of a violation. *Advocacy Center for Persons v. Woodland Estates*, 192 F.Supp.2d 1344 (M.D. Fla. 2002); *Dornbach v. Holley*, 854 So.2d 211 (Fla.App. 2002); *Skipper v. Hambleton Meadows Architectural Review Committee*, 996 F.Supp. 478 (D. Md. 1998); *Martin v. Constance*, 843 F.Supp. 1321 (E.D.Mo. 1994).

The Honorable Heather Mizeur

February 2, 2012

Page 5

in light of the activity in question and the current character of the surrounding neighborhood. It is also my view that, while the age of the restriction is not irrelevant, the determination of public policy is based on current public policy, not the public policy in place when the restrictive covenant was created, whether the covenant predates the creation of the Agricultural Reserve is not determinative, though that fact may be relevant to the intention of the parties and similar questions in some cases.

You have also asked how the regulations and policies regarding the Agricultural Reserve can be made stronger, presumably so that they will outweigh restrictive covenants affecting agricultural activities. It is my view that neither regulations, nor generalized policies can provide more than evidence of public policy in these cases. There are instances, however, in which state legislatures have acted to protect established public policy by expressly providing that restrictive covenants to the contrary were unenforceable. These statutes have frequently been challenged under the Contract Clause to the United States Constitution, and many have been upheld.

In *Energy Reserves Group v. Kansas Power and Light*, 459 U.S. 400 (1983), the Supreme Court noted that while the "language of the Contract Clause is facially absolute, its prohibition must be accommodated to the inherent police power of the State 'to safeguard the vital interests of its people.'" *Id.* at 410. It set out a three part test to determine whether an impairment of contract has violated the Contract Clause. The first inquiry is whether the state law in question acts as a substantial impairment of a contractual relationship. This inquiry determines not only whether it is necessary to proceed to the remaining steps, and also the level of scrutiny that is to be applied, which increases with the severity of the impairment. *Id.* at 411. "If the state regulation constitutes a substantial impairment, the State, in justification, must have a significant and legitimate public purpose behind the regulation, such as the remedying of a broad and general social or economic problem." *Id.* at 411-412 (citations omitted). "Once a legitimate public purpose has been identified, the next inquiry is whether the adjustment of the rights and responsibilities of contracting parties is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the legislation's adoption." *Id.* at 412.

In cases involving restrictive covenants bearing on facilities such as group homes and day care homes, courts applying the Contract Clause of the United States Constitution have generally either found or assumed a substantial impairment. In *Overlook Farms Home Ass'n v. Alternative Living Services*, 422 N.W. 2d 131 (Wis. App. 1988), the court found that a statute voiding the application of restrictive covenants to group homes defeated the expectations of landowners and the homeowners' association and that, while the home in question did not substantially change the character of the neighborhood, it decreased the value of surrounding residences. As a result, it found a substantial impairment of the contract in question. Similarly, in *Barrett v. Dawson*, 71 Cal. Rptr. 2d 899, 903 (Cal. App. 1998), the Court found that a statute invalidating the application of restrictive covenants to bar day care homes was "to be sure, a substantial impairment of the neighbors' contract right to limit the uses of nearby property." On the other hand, in *Hall v. Butte Home Health, Inc.*, 70 Cal. Rptr. 2d 246 (Cal. App. 1997), the court found the effect of the operation of a nonprofit

group home for the elderly on the property rights of the surrounding neighbors was “de minimus,” stating that the record was devoid of evidence that the neighbors had any discernable impact on their property rights, and pointing out that no manufacturing or sales occur at the facility, there are no signs or billboards, and that the facility was maintained in a manner visually consistent with the single family character of the subdivision. Moreover, the covenant in question, which related to the conduct of business, remained in force with respect to facilities not protected by the fair housing laws. The court went on, however, to “assume” that the state regulation constituted a substantial impairment.

Courts in these cases have had no problem finding a significant and legitimate public purpose in the cases involving group homes and day care homes. In *Overlook Farms Home Ass’n v. Alternative Living Services*, 422 N.W. 2d 131 (Wis. App. 1988), the court found that without the legislation “the elderly, handicapped and mentally retarded would be forced either to live alone where they cannot sufficiently care for themselves, or be unnecessarily institutionalized.” In *Barrett v. Dawson*, 71 Cal. Rptr. 2d 899, 903 (App. 1998), the court found that “ensuring adequate and local day care for working parents is probably about as broad a public purpose as any that might be imagined in the regulatory universe.” And in *Hall v. Butte Home Health, Inc.*, 70 Cal. Rptr. 2d 246 (App. 1997), the court found a compelling public interest in “ensuring that those classes of persons who fall within the protection of the civil rights laws have access to suitable and affordable housing.”

Nor have these courts had any difficulty in finding that the laws in question were appropriate to the public purpose justifying their adoption. In *Overlook Farms Home Ass’n v. Alternative Living Services*, 422 N.W. 2d 131 (Wis. App. 1988), the court found that the statute was “narrowly drafted and safeguarded from abuses by restrictions put on the operation of community-based residential facilities.” In *Barrett v. Dawson*, 71 Cal. Rptr. 2d 899, 903 (App. 1998), the court found that the statute was tailored, in that it protected only family day care homes appropriate to lots zoned for single-family dwellings and not commercial kindergartens. And in *Hall v. Butte Home Health, Inc.*, 70 Cal. Rptr. 2d 246 (App. 1997), the court found the limitations impaired contracts only to the extent necessary to provide suitable housing for the disabled.

Other cases have disagreed, finding contract clause and due process violations from the impairment of restrictive covenants. *Adult Group Properties v. Imler*, 505 N.E.2d 459 (Ind. App. 1987); *Clem v. Christole, Inc.*, 582 N.E.2d 780, 784 (Ind. 1991). In the *Clem* case, the court specifically held that the statute was not reasonably necessary for the protection of the health, safety, and welfare of the general public, did not address a broad problem general to society, and that it imposed a statutory regulation in a field not traditionally subject to legislation. *Id.* at 784. The court also noted that the effect was not temporary but permanent, irrevocable, and retroactive. *Id.*

As might be gathered from the above discussion, I have found no cases involving an attempt by a state to invalidate restrictive covenants involving agricultural activities. The language proposed in MC-12 would completely eliminate any restrictive covenant regarding agricultural activities, and

partially eliminate restrictive covenants involving business activities to the extent that they reached certain activities related to agriculture. While a restrictive covenant is a contract right, it is not one in which a person can have a reasonable expectation of perpetual continuation in light of the governing law, which favors strict construction against limitations, and allows a court to refuse enforcement on a number of grounds. Thus, while the impairment may be substantial, it is not so severe as to indicate the need for severe scrutiny. Moreover, it seems clear that the preservation of agricultural land is vital for both environmental and economic reasons. Finally, the effect of the bill is limited to properties encumbered with a transfer of development rights within the Agricultural Reserve. Restrictive covenants in other parts of the County, and on land not encumbered with a transfer of development rights, are unaffected. Thus, it is appropriately aimed at the precise area that the County has decided to protect. As a result, it is my view that a statute like MC-12 could withstand Contract Clause scrutiny.

Maryland courts, however, have taken a very strict approach to the validity of laws that retroactively affect vested rights. *Muskin v. Department of Assessments and Taxation*, 422 Md. 544 (2011); *Dua v. Comcast Cable*, 370 Md. 604, 629 (2002). In these cases, the Court of Appeals has made clear that under some circumstances, Maryland law may impose greater limitations than those prescribed by the United States Constitution's analog provisions. *Muskin* at 556. In those cases, federal cases interpreting the federal constitutional provisions are treated "merely as potentially persuasive authority" in interpreting the Maryland provisions. *Id.* Moreover, the Court has stated that "[i]f a retrospectively-applied statute is found to abrogate vested rights or takes property without just compensation, it is irrelevant whether the reason for enacting the statute, its goals, or its regulatory scheme is 'rational.'" *Id.* at 557. While the Court has rejected the rational basis test in this context, it has not suggested some higher standard that might be applicable to State exercise of the police power. It has, however, recognized that taxation and zoning and other land regulation is permissible. *Id.* at 565. It has also not yet rejected federal Contract Clause analysis as improper in cases involving impairment of contract.

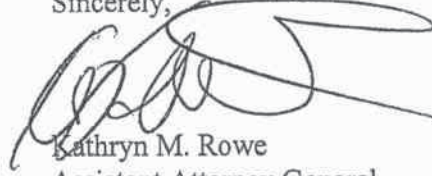
A reading of the *Muskin* case, however, suggests that the Court would require a strong showing with respect to both public purpose and the fit between the public purpose and the means chosen. In *Muskin*, the Court described the remedy in question as "extreme regulatory overreaching" not justified by "anecdotal problems (not demonstrated to be systemic or endemic)." *Id.* at 559. In doing so, the Court dismissed evidence that went well beyond what would be necessary to demonstrate rationality, specifically a series of well-researched articles in the Baltimore Sun concerning the abuses of ground rents, backed up by testimony from witnesses before the committees.

For this reason, if the General Assembly chooses to invalidate restrictive covenants involving agricultural activities in the Agricultural Reserve, I would recommend making as strong a factual showing as possible as to why such restrictive covenants stand as a barrier to achieving the public policies in question. It may also be advisable to stop short of invalidating all such covenants, either

The Honorable Heather Mizeur
February 2, 2012
Page 8

by giving an appropriate agency the authority to make determinations as to which were contrary to public policy or by granting that agency standing to challenge the enforcement of restrictive covenants it finds to be contrary to public policy.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Rowe', with a long horizontal line extending to the right.

Kathryn M. Rowe
Assistant Attorney General

KMR/kmr
mizeur05.wpd

9

extensions of the ridges and plateaus of Montgomery Village overlooking the Seneca Valley.

This time I have used two terms here. I believe should be explained. They are the location of the village areas within Montgomery Village.

There are three natural, logical divisions of Montgomery Village. South Village lies south of the Whetstone Run. Middle Village lies between Cabin Branch Stream or Cabin Run, I believe it is to be more accurate, and the Whetstone Run. North Village lies north of the Cabin Branch.

MR. DALRYMPLE: You have designated on Exhibit 22 the South Village is I-A; Middle Village II-A and North Village III-A?

MR. GLASGOW: Correct.

The Planning Board in the original application in E-327 expressed concern as to the ultimate use of land pocketed between Montgomery Village and the Great Seneca Creek. I would like to refer to a composite map which we ask be designated as our Exhibit No. 23.

MR. DALRYMPLE: That is correct.

(Exhibit No. 23 was marked for identification and received in evidence.)

MR. GLASGOW: This shows the approved master plan for Germantown and also shows the map of Montgomery Village with topography overlaid for Montgomery Village. It shows the two

3. Other valuable and recognizable benefits.

First, under the Town Sector Ordinance, the developer was required to spend approximately six million dollars in capital items that accrue directly to the county's benefit and which would not have been required in a conventional development for the same area.

MR. DALRYMPLE: Will you give me some examples?

MR. GLASGOW: I will in a moment. I am just giving you the highlights now.

Second, as a result of the planning, the operation of the homes associations and the maintenance borne by them, as well as interest on capital savings, Montgomery Village should show substantially more than \$500,000 annual operational savings for Montgomery County, as against this property having been developed under conventional standards.

Third, there are other benefits which are substantial, perhaps they can't be reduced to dollars as easily, including the proper sizing of roadways, eliminating expensive future rebuilding; stabilization of zoning for a 50 year period, properly sized utilities; proper location and size of schools; erosion, flood and siltation control; open space near the homes where it is most meaningful; maximum safety for residents; minimized need for off-site county services because of self-contained aspects, and long term stabilized taxbase.

The inclusion of the property in Application E-848 within

the Town Sector Zone will naturally increase these recognized benefits to Montgomery County.

Details of these benefits are on the following pages.

I will take as much time explaining these, Mr. Examiner, as you would desire.

I think it is important to point out at the beginning that major highways are not built by developers but we are building seven and a half miles of major highways. These are of unlimited access standards. They are not express highways. Montgomery Village Avenue is a four lane, divided highway. And it is limited access, no building will actually front on it like it would on a local street or primary road. These are all in excess of primary roads.

MR. DALRYMPLE: Who will maintain that?

MR. GLASGOW: That is built, deeded to, given to the county. It is sort of like a builder who built River Road and gave it to the county. It is built to county standards.

MR. DALRYMPLE: My understanding on this was that your major highways, through streets and so forth, were to be built by the developer with his own funds then at a later date turned over to the county for ownership and maintenance and there would be a cash settlement. So is that not so?

MR. KETTLER: It would be very nice if it is so. I would like to find out the source of that information. There has been nothing said to us about a cash settlement. We built

it and turned it over to the county.

MR. DALRYMPLE: Maybe it was a state road. I was given this information on a state road perhaps. The only thing that it did was advance the construction.

MR. KETTLER: I think where this could be is in the gift of the school sites to the Board of Education, they have continued the tradition of paying their share of any street frontage which they in turn attribute to their property. There may be that --

MR. DALRYMPLE: When I was advised, come to think of it, I think it was a state road that had not been scheduled for construction. The developer went ahead and put in the road with the agreement with the State Roads Commission when their funds were available, then they would be paid back for it.

MR. GLASGOW: There is no reimbursement at this time on this seven and a half miles of the major highway. The nine public school sites which are over 100 acres, the police station, fire house, library site, which we propose, we have proposed to give to the county the dedication of the right of way for Highway N-83 which is for a limited access state highway, 422 acres of land for open space -- this is not the golf course which is to be used as park land, and covenanted as perpetual open space. I got this figure from Mr. Hewitt at the Planning Commission. He said that would be a real good buy if they could get it. The cost of development of this open space, again I got the figure from Mr. Hewitt, as something he felt he could never

MONTGOMERY COUNTY COUNCIL

TRANSCRIPT OF PROCEEDINGS

E-848

RECEIVED
JUN 17 1968
OFFICE OF HEARING EXAMINER

Date: June 5, 1968

Place: Rockville, Maryland

PLANN. ADMIN. SECTION
THE MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
RECEIVED
JUN 19 1968
SILVER SPRING, MD.

Alderson Reporting Company, Inc.

300 Seventh St., S. W. Washington, D. C.

NA 8-2345

Fuller-
Caspers

BEFORE THE MONTGOMERY COUNTY COUNCIL
SITTING AS A DISTRICT COUNCIL UNDER THE
MARYLAND-WASHINGTON REGIONAL DISTRICT ACT

APPLICATION FOR AMENDMENT TO THE
ZONING MAP - E-848

Wilkes & Artis, Attorneys for Kettler
Brothers, Inc., Applicants, for the
reclassification from the R-R zone and
T-S zone to the T-S zone of property
located on the east of Maryland Route
355 and adjoining Montgomery Village,
north of Gaithersburg, consisting of
1,922.597 acres in the 1st and 9th
Election Districts.

APPLICATION E-848

Third Floor Hearing Room,
County Office Building,
Rockville, Maryland,
June 5, 1968.

The above-entitled matter came on for hearing, pursuant
to notice, at 9:30 a.m.

BEFORE:

CHARLES G. DALRYMPLE, Hearing Examiner.

I N D E X

STATEMENT OF:

PAGE:

★

NORMAN M. GLASGOW, ATTORNEY, Wilkes & Artis,
Tower Building, Washington, D.C.

5

WILLIAM M. HURLEY, JR., 4701 42nd Street, N.W.,
Washington, D.C.

13

58

MILTON E. KETTLER, 4701 42nd Street, N.W.,
Washington, D.C.

16

BUFORD HAYDEN, 7979 Old Georgetown Road,
Bethesda, Maryland.

32

SIDNEY O. DEWBERRY, JR., 8411 Arlington Boulevard,
Fairfax, Virginia.

54

E X H I B I T S

NUMBER:

IDENTIFICATION:

IN EVIDENCE:

Nos. 1 through 20

4

4

No. 21

4

4

No. 22

8

8

No. 23

9

9

No. 24

42

42

No. 25

44

44

application was for the net individual areas, such as I-A, I-D, without regard to the rest of the land in the area.

Since that original adoption we have had as mentioned earlier several amendments which raised the population in South Village to 8,700 people. We are presently proposing 10,138 for resultant densities of 12.45 dwelling units per acre.

Similarly, in the Center Village originally there were 12,826 people, a density of 6.16, the figure Mr. Hayden used. As a result of amendments, the population has been decreased earlier to 11,433 at a density of 5.64 gross. We now propose to change in population as to people, for a resulting density of 5.26 units per acre.

In North Village, under the original Town Sector, we had 6,454 persons at an approved density of 2.71 per gross acre.

Subsequent to that approval by amendments, the population was reduced to 6,152, resulting in a density of 2.62 dwelling units per acre.

At this point I would like to state that in considering North Village, we should consider the conditions that exist today under the present zoning, totally, and what we are now proposing. so that in North Village, we now have 695 acres of Town Sector and 138 acres of R-R under today's zoning. The R-R zoning would permit two dwelling units per acre under today's zoning. As stated in the ordinances, we rate that at

Proceeding further in the opinion, the Council comments that the Gaithersburg corridor city will have the largest and fastest growing population of any planning area in the county and is on the most important transportation corridor in Montgomery County.

The Council then goes on to point out that the Montgomery County Planning Staff has objected to the densities in the proposed northern section of Montgomery Village and has recommended that the proposed density be reduced by approximately two-thirds. The Planning Board were not as drastic, but agree with the Staff and recommends reduction of approximately one-third. The Staff and Board both recognize that the overall gross density per acre of Montgomery Village is within the 15 persons per acre maximum allowed by the ordinance, but nevertheless recommends a reduction or redistribution, if possible, of the proposed population.

This is the important part: "The District Council feels that the applicant has met the requirements of the Town Sector Zone and that the applicant has submitted an application that complies with the spirit and intent of the zone."

Still referring to the Council opinion, they next found that there has been no evidence indicating that the proposed density of this plan or its total development as planned will have any adverse effect on adjacent properties. The Council find that Gaithersburg has developed and is continuing to

7/23/68

BEFORE THE COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND
SITTING AS THE DISTRICT COUNCIL FOR THE MARYLAND-
WASHINGTON REGIONAL DISTRICT LYING WITHIN
MONTGOMERY COUNTY, MARYLAND

Office of the Hearing Examiner
County Office Building
Rockville, Maryland. 20850
279-1341

IN THE MATTER OF:
KETTLER BROTHERS, INC.

Applicants

William N. Hurley, Jr.
Milton E. Kettler
Buford Hayden
Sidney O. Dewberry, Jr.

For the Application

Norman M. Glasgow, Attorney
For the Applicant

Application No. E-848

Before: Charles G. Dalrymple, Hearing Examiner

HEARING EXAMINER'S REPORT AND RECOMMENDATION

Statement of the Case

Application No. E-848, filed May 31, 1966, requests the reclassification from the R-R zone to the Town Sector Zone of 155.264 acres of land lying east of Maryland Route 355 and adjoining Montgomery Village, north of Gaithersburg. ^{1/} The applicant here is the developer of Montgomery Village and proposes to incorporate the subject property (155± acres) into the overall development scheme of the Montgomery Village Town Sector (1,752± acres).

In addition to the land sought to be rezoned, the Town Sector Plan filed with the application proposes certain internal changes and departures from the plan previously approved by the District Council for Montgomery Village. There is no requirement for public hearing for modification of an existing Town Sector Plan, but inasmuch as the Maryland-National Capital Park and Planning Commission has incorporated these proposed

1/ The application, as filed, is for 1,922.597 acres, of which 1,767.333 acres are already zoned for Town Sector use. The Zoning Ordinance requires a minimum of 1,500 acres for the Town Sector Zone but is silent as to a minimum for additions to an existing Town Sector. The applicant exercised the precautionary step of including the existing Town Sector in this application to meet the 1,500 acre minimum.

It was revealed at the public hearing that, since the filing of this application, the Town of Gaithersburg has annexed 15 acres of the Town Sector zoned land, leaving 1,752.3 acres under County zoning jurisdiction.

As to public utilities, Mr. Barber testified that public sewer and public water is available at the site or programmed under the most recent 5-Year Program of the Washington Suburban Sanitary Commission. The three major sewer extensions within Montgomery Village are Projects 53, 63 and 83. Project 53 has been completed insofar as service within Montgomery Village is concerned. Project 63 is scheduled for construction in 1968 and Project 83 has temporarily been deferred by the County Council. Mr. Barber stated that it would be necessary to complete Project 83 prior to the development of the 138 acres proposed for reclassification in this application and that it would also be necessary to construct Project 83 to provide service to the elementary school site on Wightman Road as the need for that facility arose. Public water is available through extension from the major water main provided under Project 99 and 115 of the latest 5-Year Water Program. Also within Montgomery Village, there exists a major gas line of the Washington Gas Light Company, and electric and telephone service with underground installation. PEPCO has been authorized to erect a substation in Center Village adjacent to the power transmission lines to provide for all foreseeable future needs for electric power service both within Montgomery Village and the surrounding areas.

Mr. William M. Hurley, Jr., Director of the Department of Business Affairs for Kettler Brothers, Inc., testified that the areas proposed on the Town Sector Plan to be devoted to commercial purposes total 6% of the overall area, well below the 10% permitted under the Ordinance. Areas devoted to industrial purposes and major employment facilities total less than 1%, whereas the Ordinance permits a total of not more than 5%.^{2/} Areas of open space devoted to community use totals 18%, whereas the Ordinance requires that not less than 10% be devoted to such use. (The Montgomery Village Golf Course is not included in the 18% figure.) Mr. Hurley stated that the Montgomery Village Foundation and various homes corporations have been incorporated to assure maintenance of the open space and private streets and to assure that such space is permanently devoted to community use. He noted that prior to the recording of any legal documents concerning these various corporations, the documents are reviewed and approved by the County Attorney's Office and by the General Counsel of the Maryland-National Capital Park and Planning Commission. Mr. Hurley pointed out that the proposed Town Sector Plan included sites for seven elementary schools and two junior high schools within the Village boundaries and that these sites have been approved by the Planning Board and by the Montgomery County Board of Education. The proposed schools could accommodate 7,582 students as compared to the projected enrollment generated by Montgomery Village of 5,647 elementary and junior high level students. Thus the school sites within Montgomery Village would be available

^{2/} The A.E.C., Fairchild-Hiller, Bureau of Standards, Eastman Kodak, IBM and the National Geographic Society are all located within a four minute drive from Montgomery Village.

to accommodate 1,935 students from areas surrounding the Town Sector Zone. Mr. Hurley also submitted into evidence a table setting forth the density per gross acre within South Village, Center Village and North Village, comparing the areas and densities permitted under Application No. E-327 as originally granted, E-327 as amended to date, and as requested under Application No. E-848. A correlation of this tabulation and the proposed Town Sector Plan reveals that in North Village, with the addition of the 138 acres requested here, the density of development per acre has decreased from the existing 2.62 units per acre to 2.39 units per acre, and that multi-family uses in North Village have been totally eliminated. In Center Village with the addition of 17 acres there is no appreciable change in population but there are minor internal shifts in the density between the designated neighborhoods. In South Village the density has been increased to absorb the population which is permitted by the addition of the land for which rezoning is here sought, consistent with the planning concept of having the higher densities near the urban center.

The Technical Staff of the Maryland-National Capital Park and Planning Commission has recommended approval of the inclusion of the requested 155 acres into the Montgomery Village Town Sector Complex, with recommendations of additional density shifts between North Village and South Village. The revised densities as recommended by the Technical Staff will be discussed in more detail in the next section of this report. The Planning Board has also recommended approval of the Application, with certain suggestions concerning amendments to the Town Sector Plan.

Based on the evidence of record and the arguments advanced at the hearing and with specific emphasis being placed on the standards and purposes of the Town Sector Zone as set forth in the Zoning Ordinance, I conclude that the requested reclassification of the subject property from the R-R zone to the Town Sector Zone will result in a more coordinated and compatible development of these properties and assist in the realization of the goals which lead to the adoption of the Town Sector Zone. The extension of the Town Sector, as requested, will permit the logical inclusion of land pocketed between Montgomery Village and the Seneca Valley Park into a development scheme which is replete with the amenities of a self-sufficient community. I further conclude that the land use standards provided for in Section 111-25d of the Montgomery County Zoning Ordinance have been met by the applicant here.

IV. THE PROPOSED TOWN SECTOR PLAN

As previously stated in this report, the Town Sector Plan submitted by the applicant proposes to redistribute the increased population, resulting from the inclusion of the subject property into the Town Sector Zone, by an overall shift of density from the North Village to the South Village and further internal redistribution between individual neighborhoods. The Technical Staff has voiced concern over this facet of the proposed Town Sector Plan. While the Staff agrees with the pattern proposed by the applicant, i.e. lower density in North Village and a corresponding increase in density in South Village, it is concerned by the mechanism utilized by the applicant to implement this concept. To fully comprehend the Technical Staff's position in this matter, it is necessary to analyze the neighborhood structure of North Village both as it exists under today's approved Town Sector Plan and as it is proposed for revision under the Town Sector Plan filed with this application. The following table sets forth the dwelling unit and population densities by neighborhood of North Village under the existing and proposed Town Sector Plan:

<u>Neighborhood</u>	<u>DU/A</u>		<u>Pop./AC</u>	
	<u>Existing</u>	<u>Proposed</u>	<u>Existing</u>	<u>Proposed</u>
III-A	3.0	3.0	988	1,010
III-B	2.5		640	
III-C	2.0	2.8*	1,462	4,100*
III-D	1.0	1.0	152	156
III-F	4.0	3.0	414	363
III-G	14.0	6.4	1,695	774
III-H	10.0	8.0	303	243
III-J	10.0	8.0	428	322
			6,152	7,045

*Neighborhood III-B and III-C are proposed to be merged into one neighborhood to be known as III-C.

The primary concern of the Technical Staff involves the conversion of neighborhoods III-B and III-C of the existing plan, with dwelling unit densities of 2.5 and 2.0 respectively, into one neighborhood, III-C, on the proposed plan, with a dwelling unit per acre density of 2.8. The Staff notes that the latter density is the equivalent of R-90 zoning whereas the 2.0 dwelling unit per acre density previously approved for neighborhood III-C was the equivalent of the R-R zone. The Staff further notes that the III-C location is from 2 to 3 miles from the center of the corridor city and as such should be characterized by development incorporating a considerable degree of openness. The Staff feels that approval of the Town Sector Plan as proposed would result in development in North Village "in a tight pattern which would leave too little of the sort of space between cluster groups that is needed and would produce something approaching a typical pattern of suburban sprawl". Mr. Buford Hayden testified that under the Town Sector Zone the great flexibility provided to the developer should overcome any concern the Staff has about suburban sprawl.

Mr. Hurley noted that the permitted population under the approved Town Sector Plan for North Village is 6,152 persons, which, if coupled with development of the 138 acres herein involved in the R-R zone as recommended by the preliminary Master Plan for the Gaithersburg and Vicinity issued by the Park and Planning Commission in May 1968 (an additional 1,018 people) would provide a total of 7,170 people in North Village as compared to the 7,045 people proposed by the Town Sector Plan filed with the application. The overall density of North Village as proposed would be 2.39 dwelling units per acre as compared to the 2.62 dwelling units per acre permitted under the Town Sector Plan which is now in effect. ^{3/} Offsetting this decrease in North Village density is an increase in South Village from the existing 9.39 units per acre to the proposed 12.45 units per acre.

It is important to note that the issue here involves the density of development rather than the type of development. The multi-family uses permitted under the existing Town Sector Plan have been eliminated under the proposed plan. All that remains in North Village is single-family development with an overall density of 2.39 dwelling units per acre. This overall density falls between the density permitted under the R-R zone and that permitted under the R-150 zone, if developed in a cluster method. The previously approved density for North Village of 2.62 dwelling units per acre falls between the density permitted under the R-150 zone and that permitted under the R-90 zone, if developed in the cluster method. When viewed in the light of the North Village as an entity rather than by any particular neighborhood within the Village, the proposed Town Sector Plan more closely approximates the density which the Technical Staff espouses. It seems to me more important to achieve the desired density on a village basis rather than on the individual neighborhood basis, and particularly is this true when the developer has the flexibility of design and development such as one has in the Town Sector Zone. The concern of the Staff over subdivision sprawl can readily be dissipated by a creative development plan on the part of the developer. Further, the developer must obtain approval from the Commission of any development plat for the neighborhoods involved

^{3/} The following table illustrates the decrease in North Village density:

	<u>People</u>	<u>Units</u>	<u>Area</u>	<u>Pop./AC</u>	<u>DH/AC</u>
E-327(orig.)	6454	1883	695.1	9.3	2.71
E-327(amended)	6152	1820	695.1	8.8	2.62
E-848	7045	1993	832.8	8.5	2.39

KETTLER BROTHERS, INC.

GENERAL CONTRACTORS • BUILDERS • DEVELOPERS • PROPERTY MANAGEMENT

October 29, 1980

Dear Resident:

When Kettler Brothers built the Montgomery Village Golf Club as an amenity to the new town we were developing, it was our plan to own and operate the facility as an excellent golfing establishment. However, our experience and expertise lie in the areas related to the building of homes; it became evident over the next fourteen years that the management of a golf club requires skills and know-how that Kettler Brothers, as a company, does not possess. Clearly, this is an age of specialization.

Kettler Brothers recently sold the Montgomery Village Golf Club to Mr. Jack Doser, formerly with the Washingtonian Golf and Country Club. As a homeowner with property bordering the Golf Club, I felt you would be interested in knowing the measures Kettler Brothers has taken to be sure your interests are protected.

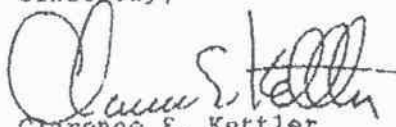
When you purchased your home in Montgomery Village, your prime location, overlooking the well-kept golf course grounds, was an important factor in your decision. Kettler Brothers is aware how vital the maintenance of the Club and its facilities is to you, and we have gone to great lengths, both in reviewing Mr. Doser's qualifications and in writing the protective covenants of the purchase contract, to allay your concerns.

Until settlement on the purchase of the Club, February 27, 1981, Kettler Brothers will continue to manage the Club and maintain its facilities. Be assured that under the new management, the Montgomery Village Golf Club will be cared for in the same fashion--or better--as Kettler Brothers cared for the property. This includes up-keep of all boundary fences, roadways, grassy areas, stream beds and ponds. Mr. Doser is dedicated to preserving the aesthetics of the golf course for all surrounding homeowners, and to keeping the appearance on par with that of any first rate golf club in Montgomery County. As with all Village facilities, Kettler Brothers will retain architectural control over any changes to the existing buildings, grounds and exterior signage. Of course, current zoning and the Town Sector Ordinance also assure you that the Club will be used exclusively for golfing and related purposes. No homes can, nor will, be built on this property.

October 29, 1980
Page Two

At Kettler Brothers, our goal is to make Montgomery Village one of the finest places to live in metropolitan Washington. Proper management and maintenance of the Montgomery Village Golf Club is but another step in that direction.

Sincerely,



Clarence E. Kettler
President
KETTLER BROTHERS, INC.

MCP-CTRACK

RECEIVED

SEP 08 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0819

From: mcanapary@verizon.net
Sent: Saturday, September 05, 2015 6:15 PM
To: MCP-Chair
Subject: Fwd: M13

-----Original Message-----

From: HERB
Date: Sep 5, 2015 5:51:52 PM
Subject: M13
To: MCANAPARY@VERIZON.NET

Montgomery County Planning Board

We are opposed at the current plan to ruin Goshen by extending an 100 foot right of way on Wrightman Road and inclusion in the Capital Improvement Program of a four way artery between Goshen and Brink Roads. This is not an IMPROVEMENT. Please adhere to the original plan to extend Mid County Highway. This space has been idle for too any years at no benefit to the taxpayers of Montgomery County. Please use it and don't ruin a beautiful neighborhood.

Sincerely

Herbert C Canapary
Mary E Canapary
1 Goshen Court
Laytonsville, MD, 20882

MCP-CTRACK

From: Michael Forcinito <mforcini@yahoo.com>
Sent: Sunday, September 06, 2015 2:57 PM
To: MCP-Chair
Subject: Midcounty Corridor Study

Dear Members of the Montgomery County Planning Board,

We are residents of the Goshen community and have recently learned – to our utter disbelief – that Alternative 4 in the Midcounty Corridor Study is once again under consideration. After more than a decade of consideration, the Midcounty Corridor Study concluded that Alternative 9A (M83) is the preferred alternative. Alternative 4 was soundly rejected. Now, over a year later, after the County Executive first delayed release of the report and then replaced the top managers of the County Department of Transportation, we are to believe that the preferred alternative needs to be reevaluated yet again. This is an outrage and a mockery of the open government that Montgomery County residents are supposed to be so proud of.

There is no support for Alternative 4 and it must be eliminated as an option. How much longer must residents of the Goshen community endure this threat that has been hanging over us for so many years? Widening Wightman/Brink/Goshen roads is unthinkable. It would destroy countless established communities and result in vastly reduced property values. The quality of life for those of us who live here would never be the same.

Unfortunately, we will not be able to attend the September 10th meeting of the Planning Board as we will be out of town; however, many of our neighbors will be there to vehemently oppose Alternative 4 and you can expect to hear from them loud and clear.

We urge you to reject Alternative 4 once and for all.

Sincerely,

Michael A. Forcinito
Carey M. Lawrence
9710 Wightman Road
Gaithersburg, MD 20879

MCP-CTRACK

RECEIVED
0821
SEP 09 2015

From: Maryann Dolan <maryannbd3@gmail.com>
Sent: Tuesday, September 08, 2015 2:45 PM
To: MCP-Chair
Subject: Widening of Wightman - Brink Rd.

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

My home on Ash Hollow Pl. backs up to Wightman Rd. and I have lived here for 38 yrs. There was once a suggestion to widen that Rd. before the major development of MV .and the surrounding area.The road is already a through way with considerable noise and expansion would be disruptive and unlivable.

When this road was suggested as Alternative 4 you surely have all the data that led to it's rejection. Now that M83 is not in this plan we see Wightman- Brink back again only 5' less than the proposed 6 lane highway. After all the studies, input, expense, testimony and time that led to it's rejection we see it back again .

As a long standing member of Montgomery Village it has me very concerned and disappointed that the voices of ordinary citizens do not matter. Please reconsider the wisdom and safety of this suggestion. Thank you for your attention.

MCP-CTRACK

From: George Ryffel <gryffel@verizon.net>
Sent: Wednesday, September 09, 2015 9:38 AM
To: MCP-Chair
Cc: county.council@montgomerycountymd.gov
Subject: Montgomery Village Master Plan - Mtg. Sept 10

September 9, 2015

Dear Sir(s) / Madam(s),

My incredulity and displeasure over the resurrection of what will essentially be Alternative Plan 4 as part of the Montgomery Village Master Plan changes is difficult to describe. Please take it to be substantial.

I can only state that this is not the way the County Government should work and lacks both integrity and "transparency" I would expect of such a great County and the people representing it. Last minute notices do not qualify as effective communication for a project and change of this magnitude. I really do expect better and hope that I am mistaken.

I may have missed it, but I have received no emails from the County mentioning this and seen no mention of it in the "Paperless Airplane". The last communication I had with the Council was from an individual Council member who stated that M83 would not be revisited until at least the end of 2015 and more likely not until later in 2016. This belies any statements of disinterest. The residents were told that M83 was on back burner for now, but Alt. 9 was the preferred choice when all came to pass.

Take this as an opportunity to show what can be accomplished. Follow through on Alt. 9 and create a true parkway, visually and functionally, with limited access and true areas for bike paths and walkways. Make it a "Flagship" project for the County. Do no slip in Alt. 4 while nobody is seemingly looking.

This will ease the traffic in the Montgomery Village area, maintain adherence to the Master Plan (which residents expect) and allow established roads to maintain their look, safety, and intent.

Sincerely,

George G. Ryffel II

p.s. As a side note, there are two or three areas on the proposed route that flood with heavy rain and are regularly closed by the police – they would be able to reference them. One in particular is Brink Rd. where it intersects with Wightman between the Watersheds of Goshen Park and Great Seneca Park. I have seen this area with half a foot of water forty feet wide briskly flowing over the road. So, don't forget the bridge (it's not on any plans) if the widening of this area is seriously contemplated. Montgomery County EPA would be able to provide more information on these two Watersheds and the new Wetlands above them.

MCP-CTRACK

From: Atay, Joanne (SAMHSA/CMHS) <Joanne.Atay@samhsa.hhs.gov>
Sent: Wednesday, September 09, 2015 12:04 PM
To: MCP-Chair
Subject: Montgomery Village Master Plan

Dear Sir/Madam:

I am a resident of Goshen and many of us feel that Goshen is one of the most beautiful areas in Montgomery County. Because the M-83 is put on hold, some of the roads in Goshen are planned to be widened. Many of the residents here are concerned that we will be surrounded by a network of highways. Goshen Road is a three mile country road and should not be widened. In 2003, many of us testified at the Planning Board Hearing that Goshen Road with its English Elm (the largest in the world) and its African American historical Inn should not be widened. At the Hearing, there were at least 7 people testifying against the widening of Goshen Road and this included a representative from the Audubon Society, a Montgomery County historian, a member of the Goshen Historical Preservation Society, and 4 residents living near Goshen Road. The project manager included only letters and e-mails from those who were supporting the widening of Goshen Road and none of the e-mails and letters from people opposing the widening of Goshen Road. Actually, some of the letters that were included in the package were from people who no longer lived in the area. This was in 2003. We supported the Alternate 1 which did not widen Goshen Road but made the road safer. We conducted a survey at the Giant, asking people if they favored the widening of Goshen Road. 99 percent opposed the widening of Goshen and all of these people were from Montgomery Village.

Now there is talk about widening Wightman Road which has three houses on the Montgomery County Historical Registry. Widening Wightman would destroy the Posey House and bring the road up to the doorsteps of Prathertown houses. The people of Prathertown (one of the oldest African American Communities in Montgomery County) would not be able to live in their houses with a widened road at their doorsteps. Also, Montgomery Village communities will be subjected to noise, pollution and more traffic. On Wightman Road, there are two churches and one school which will be adversely affected. The three historical houses area: the Wightman House, the Posey House and the Benson House.

We bought a home at the Downs in the East Village some years ago and this area was beautiful. Peaceful and quiet. However, the Downs and other communities in Montgomery Village back up to Warfield Road (another rustic road) which is destined to be widened. Also, Whetstone in Montgomery Village would be adversely affected if Goshen Road is widened. Some of these homes back up to Goshen Road. Whetstone is probably the most beautiful area in Montgomery Village but with a widened Goshen road much of the beauty will be lost.

Please do not favor one community at the expense of the surrounding communities.

Joanne Atay
21109 Kaul Lane
Germantown, Maryland 20876
(301) 330-4901

RECEIVED
0825
SEP 09 2015

MCP-CTRACK

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Aaron Benjamin <abenjamin@Cheeburger.Com>
Sent: Wednesday, September 09, 2015 3:47 PM
To: MCP-Chair
Subject: Master Plan

Planning Board
MNCPPC
8787 Georgia Ave.
Silver Spring, MD 20910

29 August 2015

Re: Montgomery Village Master Plan Public Hearing, Sept. 10, 2015

On behalf of our communities, the undersigned strongly protest inclusion in the proposed Montgomery Village Master Plan of an expanded 100 foot right of way for Wightman Road and inclusion in the Capital Improvement Program of construction of a 4-lane arterial between Goshen and Brink Roads. We further protest the obvious intent, illustrated in Figure 17 of the Draft Master Plan, to continue this arterial on Brink Road. This is the latest of a series of proposals to turn Wightman and Brink into a major arterial, with the proposals differing largely in the width of the proposed right of way. This proposal shares the faults of the earlier ones – it will cause serious disruption and change of character in long established communities, and the necessary right of way cannot be obtained without major disturbance or taking of residential properties.

This is clearly a regional issue and should be addressed directly if the draft document is truly a master plan. Wightman Road passes through long-established residential communities that were developed without the intent of hosting a major arterial and with no provisions made to do so. In Montgomery Village the Wightman Road right of way was dedicated at the time of the initial Village construction and varies from 80 feet for most of the way between Goshen Road and Aspenwood Lane, to 40 feet between Aspenwood and the western limit of Montgomery Village. The truncation of the 80 foot right of way at Aspenwood clearly indicates that it was intended only for internal circulation within the Village and not as a regional thoroughfare. In the Goshen community there is no consistent right of way for either Wightman or Brink Roads and, as is common with many rural roads, in some areas there is no recorded right of way. Much of this route is adjacent to the Agriculture Reserve, planned to remain low density, and deliberately restricted from access to municipal water and sewer. Taking the right of way for a four-lane road will in many cases cause the loss of a well or septic system, which amounts to a loss of the residence. In all cases, the proposed widening of Wightman and Brink roads will cause significant community losses of ambiance, cohesion and property values.

The current proposal is particularly surprising as a 4-lane expansion of Wightman, and Brink Roads has been extensively studied as Alternative 4 in the Midcounty Corridor Study and soundly rejected. In particular, the Planning Board voted in favor of the Master Plan route, Alternative 9A or M-83, with no apparent support for Alternative 4. The reduction of the Alternative-4 right of way does not resolve the many community, right of way, and routing problems unearthed in the Midcounty Corridor Study. We reject this attempt to implement Alternative 4 through a back door.

It is further surprising that this proposal is being made now as, even in the initial-design stage it is evident that the over-blown Goshen Road South expansion will cause significant community damage. It is not always better to widen existing roads.

Residents have every right to expect that established Master-Planned communities will be protected from arbitrary changes of plans, particularly in this case where the only apparent reason for the change is to avoid using the reserved and unencumbered right of way of the long-planned Midcounty Highway.

Sincerely,

" Fan Mail Club "
Sign up today online !

Aaron Benjamin
Washington Regional Franchise Group
21009 Cog Wheel Way

Germantown, MD 20876
301.466.5712.
301.540.1178 Fax
www.cheeburger.com

MCP-CTRACK

RECEIVED
0827
SEP 10 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Andrea Butler <andrea.p.butler@gmail.com>
Sent: Wednesday, September 09, 2015 6:30 PM
To: MCP-Chair
Subject: Montgomery Village draft Master Plan/widening Brink Road

Dear Sir or Madam:

We are residents of Montgomery County who lives on the corner of Kaul Lane and Brink Road in Germantown, MD.

It has come to our attention that under the Montgomery Village draft Master Plan, Wightman Road would be expanded to 4 lanes from Goshen to Brink Road. As a result of that proposal, we understand that the County is also reconsidering the proposal to widen Brink Road (known as Alternative 4 from the Mid County Corridor study). As a preliminary matter, it is very frustrating that we are even discussing this issue again as it has been vetted over the last almost 10 years. This issue was addressed in detail in the Mid County Corridor study and rejected for a number of reasons, but significantly because it takes the most private property, raises significant safety issues and because (in large part) of those safety issues, will not resolve Montgomery County's vehicular traffic issues. We have the infrastructure and just need to connect the roads. Only the completion of M83 according to the Master Plan will do that. (and not BRT. BRT will address issues for those that don't have transportation, but will not get people out of their cars). While the County cites economic concerns about finishing M83, pursuing the expansion of Brink Road, which was never intended to be more than a 2 lane residential road, may not actually resolve the economic concerns as discussed below.

- there are more than 20 driveway or street accesses from cul-de-sac communities that border Brink Road. Thus the only way out of our homes is Brink Road. A 4-lane divided road with speeds of 40 mph or more means that making a left hand turn will be nearly impossible, not to mention that residents will have to make right-hand turns from a complete stop into full speed traffic.
- there are no stop lights planned at any of these intersections (cul-de-sac communities or driveways)
- residents returning home will need to make left hand turns into driveways or streets, but there are no turn lanes planned as part of the 4 lane roads. this would mean that persons needing to make left-hand turns will have to slow down and/or stop in the left lane, causing significant traffic and safety issues
- school bus routes will be affected. the buses currently stop on Brink Road. To do that on a 4 lane road with commuter traffic will be a safety concern. Alternatively, the buses could turn into each community to pick up children. However, that bus will then have to pull out into commuting traffic. this is also a significant safety concern; currently there are a number of children that cross the street to get the bus. this will require a crossing guard to make sure that traffic stops over 4 lanes of road or will require a complete re-routing of the bus system
- The proposed road will look much like Great Seneca Highway placed in the middle of an existing community. However, unlike Great Seneca (which was planned), the proposed road will run right up to the doorstep of many houses. There are no jersey walls or other barriers planned for the road to protect the homes from any speeding cars that lose control or vehicular accidents that force cars off the road or overturn.
- Most, if not all, of the homes in the Brink Road corridor have wells and septic. The construction of this road and infrastructure are likely to have an impact on these systems that has not been fully addressed. Some wells are in the front yards (as is ours). The wells could be contaminated or potentially dry up. If this happens, the County will have to drill or fix the well or buy the home as it will be considered uninhabitable.

- Many septic tanks and/or septic fields are in front yards or near Brink. Damaged or destroyed septic tanks will have to be repaired or replaced. If damaged and inoperable, the house is uninhabitable. This leads to a potential "taking" of a home if it cannot be repaired or replaced.
- The County has not considered the possibility of having to run public sewer and/or water to the Brink Road corridor if septic tanks and wells are destroyed or inoperable on a large scale.
- There are at least 2 to 3 homes that were a complete taking under Alternative 4, in addition to the significant taking of property from other residents. The various road configurations we've seen in the past come precariously close to our house but just short of what the County considers a "taking". We lose a line of pine trees that average over 30 feet tall and separate us from the road that exists today.
- The environmental impact is HUGE. A 4-lane road through our community will forever change the landscape of this area. Not only will this beautiful, tree-lined area be compromised, but the noise - particularly for those who live on Brink - will increase ten fold with no environmental, or man made, buffers.
- it will potentially cause increased ambulance and fire response times if emergency vehicles are unable to cross the medians (requiring breaks in the medians and/or turn lanes)
- Lastly, turning Brink into a 4-lane road will significantly lower the property values of our homes, particularly the ones that are on or face Brink Road. These are not just our homes, but also our investments. Additionally, lower property values = less property taxes.

The County has other options that clearly make more sense in terms of resolving traffic congestion and protecting its residents from undue harm and loss of property. As discussed above, the Master Plan has been in place for over 60 years and residents had notice where those potential roads/construction would happen. Brink was never intended to be a highway and never intended to be more than a residential 2 lane road for the local community. To ignore the results of the Mid County Corridor study and the information provided by the residents and constituents of the County with reckless disregard is irresponsible leadership. Complete M83 and leave Brink Road alone.

Thank you for your time and consideration of the information we provided.

Andrea and David Butler
 21112 Kaul Lane
 Germantown, MD 20876

RECEIVED

SEP 10 2015

MCP-CTRACK

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Robert Portanova <novaport88@yahoo.com>
Sent: Wednesday, September 09, 2015 8:01 PM
To: MCP-Chair; Lynn Robeson; Office of Zoning and Administrative Hearings; Erica A. Leatham
Subject: Sept 10th Public Hearing
Attachments: Public Hearing - Sept 10.docx

Please see the attached document of my written testimony for the September 10th Planning Board meeting for the Montgomery Village Master Plan, specifically as it relates to the golf course.

Thank you.

Robert Portanova
19002 Canadian Ct
Montgomery Village, MD 20886

301-990-4881

ATTN – Montgomery County Planning Board

FROM – Robert Portanova

SUBJECT – September 10th - Public Hearing – Written Testimony

DATE – 9/9/15

I oppose the plan to build on the Montgomery Village Golf Course for the following reasons:

- 1- **Environmental Preserve** – The course is a natural buffer in an already overly dense community desperately needing to retain what little natural buffers that remain. The course is home to beautiful streams, lakes & ponds which provide habitat for an array of aquatic life including turtles, fish, snakes which then supports essential requirements of survival for beaver, raccoon, possum, squirrels, deer, snakes & birds. It is a delicate balance that, if disrupted or removed, will eliminate the hundreds of years of the evolution of this habitat. PLEASE do not allow the lawyers to try to change the already deemed parkland as anything but. It must remain as Carlton Gilbert initially found and in addition, expanded to include the entire golf course as it is truly an environmental preserve.
- 2- **Density** – The golf course provides a balance between the extremely dense housing layout as it now exists. The golf course is a natural noise buffer as well as a filter for cleaning toxins from the air. Filling this course with more townhomes is disrupting the existing balance and will eliminate the quality of our existing density. It is the only remaining natural buffer which keeps the density (already extremely high) at an acceptable level.
- 3- **Traffic** – Our streets are at capacity, they cannot handle any more cars. Adding for example, 600 townhomes would equate to 1,500 more cars on our streets. It is unsustainable and will ruin the quality of our lives.
- 4- **Monument Realty**– They have never reached out to the general public (door to door) to advise of their plans to build and ruin the lives of those people who purchase homes along the golf course. This is horrific, unjust, illegal and discriminatory. OUR LIVES DON'T MATTER.

Robert Portanova

19002 Canadian Ct

Montgomery Village, MD 20886

From: Bob and Megan Scheibel <scheibel97@yahoo.com>
Sent: Wednesday, September 09, 2015 10:35 PM
To: MCP-Chair
Cc: Kamen, Renee
Subject: Montgomery Village Master Plan Testimony

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

To the Members of the Planning Board:

I am writing you regarding the Public Hearing Draft of the Montgomery Village Master Plan that will be discussed at 7:00 PM in item 7 of the Planning Board meeting on Thursday, September 10, 2015. I enthusiastically support the plan. I believe this is an outstanding first step in encouraging the re-development that I believe is critical to Montgomery Village's future as a thriving community.

I have been a resident of Montgomery Village for over 14 years and am currently serving on the steering committee of a group called FutureMV (a group of active Village citizens who support smart redevelopment of the Village). While I love many aspects of Montgomery Village, it is showing clear signs of deterioration. As noted in the original scope of work, very little new development has occurred in the Village in the past several decades. I have witnessed a steady departure of major businesses and professional offices from the Village in the past decade. I have also witnessed many young families choose other nearby areas to raise their families.

For these reasons, I believe the Village is in desperate need of new development. The Montgomery Village Foundation spent a great deal of effort in creating the Vision 2030 plan which outlines a vision for developing several key properties in the Village. While there are many factors which will impact whether this vision can become reality, I believe high quality residential development (such as that proposed by Monument Realty on the former golf course) will serve as a catalyst to attract other developers for key properties in the Village. This will, in turn, attract young families to our area who will be future customers for the new retail and mixed use development many of my fellow residents support.

I attended the meeting earlier this summer where the Montgomery Village Master Plan was first presented to the community and was extremely encouraged by many of the details I heard that evening. A few that quickly come to mind are:

- the focus on making the community more pedestrian and bicycle friendly;
- the recommendation that "the Montgomery County Parks Department should seek future dedication of approximately 40 acres of the former golf course to parkland" in order to connect the existing M-NCPPC stream valley parkland upstream and downstream of this site;
- the detailed recommendations (which built upon the Vision 2030 plan) for incremental development of properties to "encourage reinvestment in the Village's centers";
- the recommendations for coordination with the adjacent properties (such as Lake Forest Mall) that are also ripe for development;
- the strong support for immediate development of the Monument Realty property (the former golf course).

I believe that Montgomery Village can once again attract the young families our community needs to flourish. However, I also believe that significant development is necessary at this point in our history in order to build the community depicted in the Vision 2030 plan.

I urge you to pass the Montgomery Village Master Plan and encourage development to begin as soon as possible.

Thank you,

Robert C. Scheibel
9505 Whetstone Drive
Montgomery Village, MD 20886
scheibel97@yahoo.com

MCP-CTRACK

RECEIVED
0828
SEP 10 2015

From: Bob Nelson <bobnelson@outlook.com>
Sent: Thursday, September 10, 2015 10:01 AM
To: MCP-Chair
Subject: Submission of Testimony for September 10 Agenda Item 7
Attachments: Nelson Testimony to the Planning Board 091015.pdf

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Greetings,

Attached is a copy of the testimony that I plan to give at tonight's public hearing on the draft Montgomery Village Master Plan.

Sincerely,

**Robert Nelson
22104 Goshen School Road
Gaithersburg, MD 20882-1404
301-368-3542**

**Robert Nelson's Testimony to the Montgomery County Planning Board
on the Public Hearing Draft of the Montgomery Village Master Plan**

September 10, 2015

Fifty years ago Upcounty residents who lived in rural communities for centuries were shocked when 2500 acres of farmland were designated for development as Montgomery Village. Now the same communities are shocked that many of the basic principles that were agreed upon 50 years ago in a spirit of cooperation have been discarded in the proposed draft Montgomery Village Master Plan (MVMP).

When Montgomery Village was built, the two-lane rural roads of Brink, Wightman and Goshen were not impacted as Montgomery Village planners agreed to provide the internal infrastructure to accommodate the burgeoning population. Now the MVMP proposes to add thousands more housing units along Montgomery Village Avenue while at the same time reducing the ultimate capacity of this major thoroughfare by one-third. This illogical approach forces traffic into adjoining communities. So the MVMP rejects the original agreements by proposing to widen Wightman Road. It also assumes that Goshen Road is tripled in size. I have already seen the MC-DOT plans for 20 foot high concrete sound barriers that will make Goshen Road look more like I-270 than the two-lane street that has served our communities for decades. The widening of Brink, Wightman and Goshen was rejected by the recently completed Mid-County Corridor Study, yet the MVMP appears to ignore the recommendations of this multi-million dollar study by widening Wightman Road.

The top transportation recommendation in the MVMP is to extend Stewartown Road, a recommendation that has never previously appeared in

any planning document. The Mid-County Highway was included 50 years ago in the original plans for Montgomery Village before anyone had purchased homes and the Master Plan Route is the recommendation of both the Montgomery County Planning Board and the MC-DOT. In order to be originally approved, Montgomery Village agreed to be part of the Corridor Cities concept which included completing the Eastern arterial, the Mid-County Highway on the Master Plan Route.

Recently the Renaissance Planning Group and the Parsons Transportation Group stated, "**The Midcounty Highway Extended project (M-83) is the most significant master planned improvement remaining to be built in the vicinity of the Plan area and will change travel patterns to and through Montgomery Village.**"¹

The Montgomery Village Master Plan should have been developed along with the rest of the Gaithersburg East Master Plan, a recommendation that was unanimously affirmed by the Upcounty Citizens Advisory Board. Seeking approvals by subdividing Master Plans results in suboptimal results and divided communities.

- ⇒ **Please do not go ahead with the approval process for the MVMP without first addressing the update of the Gaithersburg East Master Plan.**
- ⇒ **Make the completion of the Mid-County Highway from Montgomery Village Avenue to Ridge Road the top transportation priority for the Capital Improvements Program in both plans.**

Robert Nelson

Goshen

¹ Draft MVMP, Appendix 1, Page 7

MCP-CTRACK

RECEIVED
SEP 10 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Judith Jordy <gramandgramps@msn.com>
Sent: Thursday, September 10, 2015 10:04 AM
To: MCP-Chair
Subject: FW: MASTER PLAN WIDENING

From: gramandgramps@msn.com
To: county.council@montgomerycountymd.org
Subject: MASTER PLAN WIDENING
Date: Thu, 10 Sep 2015 10:00:50 -0400

I wish I could attend the public hearing on September 10th, but cannot. I wish, however, to voice my opposition to MV Masterplan Widening.

I have lived in Montgomery Village, Overlea Section, for well over 30 years. It's my home. I'm 76 years old and now isn't the time to sell my home and move so that upcountry residents can use our roads for a faster commute.

Please don't ruin the quaintness of the Village and please don't take homes from Overlea! The impact would be horrendous.

Judith Jordy
20207 Grazing Way
Overlea
Montgomoery Village
301-963-2989

SEP 10 2015

From: David Lechner <dave@lechnersonline.com>
Sent: Thursday, September 10, 2015 10:24 AM
To: Garcia, Joyce; MCP-Chair
Subject: Planning Board Hearing on the draft Montgomery Village Master Plan

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Good Morning -

I am enclosing the comments that I will be making tonight, assuming I can get to the hearing in time and after my graduate school class. These are a modified and shortened version of the comments I provided previously, trying to get down to 3 minutes.

Thank you !

David Lechner

Montgomery Village

=====

My name is David Lechner, and I have lived in Montgomery Village for 22 years. I enjoyed living here because of its pastoral views almost everywhere. The plans for Montgomery Village provided many of its 14,000 homes with beautiful views of lakes, pools, common green spaces, and a golf course. These views and landscapes were provided to average middle class families, not rich mansion owners like in Potomac and Bethesda. Unfortunately I do not see this design philosophy protected in this draft Master Plan.

Montgomery Village was planned and developed under the Montgomery County Code Section 104-19A, Town Sector Zone (Attachment 1, DL-1 zip file, multiple pages). This code states, under paragraph 2. Procedures for Approval of a Preliminary Plan, that *"The proposed plan shall be accompanied by restrictions, agreements, or other documents, indicating in detail the manner in which any land intended for common or quasi-public use but not proposed to be in public ownership will be held, owned, and maintained in perpetuity for the intended purpose."* It also states that *"The Planning Board shall examine the Proposed Preliminary Plan in order to determine whether: (a) the proposed plan is consistent with the Town Sector Plan, (b) In the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances."*

In 1967 the MNCPPC planning board staff wrote code 104-19A for the Town Sector zone. Today, this new draft of a Master Plan does not provide perpetual protection for the open spaces in Montgomery Village, and instead would encourage the addition of over 3,000 new housing units. Will you be the Planning Board that ensures the villages open spaces are still protected, or the Planning Board that brings urban density into the village while gaining very little in return?

In the plans for Montgomery Village the Golf Club is listed as 135 Acres of open space, a part of the 557 acres of *"open space, set aside as publicly owned or devoted to community uses."* In 1967 the Montgomery Village plan stated that *"the open space may best be developed by retaining substantial areas in private ownership through (1) private clubs, (landlords of apartments and commercial spaces, and (3) a carefully planned Automatic Homes Associations Program. This will permit the orderly scheduling and development of the two lakes, the 18 hole golf course, and other facilities as required"*. The Town Sector Zone saved the taxpayer millions of dollars of costs, with the complicit approvals of the Planning Board, and provided beautiful rolling hills and scenic areas throughout the community. In some cases the private land is held by the Montgomery Village Foundation, and another 144 acres the open space was a privately owned golf course, but residents trusted the words of the Planning Boards' code that it was all protected "in perpetuity", and the words of

Clarence Kettler in 1980 when he said that "No homes can, nor will, be built on this property." In 1988 the Planning Board continued to assure the public that the village was well protected, endorsing DPA 88-01 with the statement quoting nearly verbatim from the text of 104-19A by stating that "*Homeowner documents will adequately assure a method of perpetual maintenance of recreational, common or quasi-public areas.*" Can we trust you today to ensure that the staff's draft is properly edited to protect our open green spaces?

Today the Montgomery Village Foundation owns hundreds of acres of land in Montgomery Village, including 6 swimming pools that the general public is not allowed to use. Only residents of Montgomery Village that are paying recreational facility fees of over \$400 per year, or any other county residents that pays the annual membership fee, are allowed to use these recreational facilities. The Montgomery Village Golf Club was also held by a private entity, and was open for use by anyone willing to pay the annual membership fee. All of the "private" recreation/conservation land in Montgomery Village needs adequate protection under the new zoning and Master Plan, and we are counting on you, the Planning Board and the County Council to ensure that it remains adequately protected "in perpetuity for its intended use".

I have these questions for you tonight:

- 1) How are you protecting the open spaces in Montgomery Village in perpetuity?
- 3) Why doesn't the new zoning code include a similar "Private Recreation/Conservation" Euclidean zone to allow our parks and open spaces to maintain their perpetual protection? Can you provide a new "Overlay Zone" that protects our open spaces as well as the old Master Plan did?
- 4) Why should the Montgomery Village Master Plan allow 2,500 new additional residences in the Montgomery Village Center area? How was this number developed? Why should Montgomery Village welcome 41 units per acre today, when the rest of the Village had a maximum of about 12 units per acre? Why do we need such a high density and another ugly Clarksburg or Rockville style density in what was designed as a green village community? The 60 acres of the Village Center should get about 720 residential units if the same density is applied there.
- 5) Why is the Montgomery Village Master Plan proposing to widen the Wightman, Goshen, and other roads into arterial highway status, in order to funnel thousands of residents from up-county developments through our neighborhoods, school zones, and past our playgrounds and parks? Why can't those community areas use mass transit or allow office parks in their community to contain local jobs and smart transit?

And 6) Why isn't the redevelopment of the "Village Center" including the area just east, called "Clubsides", which is a problematic area filled with rental units and in dire need of reconstruction?

I look forward to hearing your responses, and explaining the answers to the public. I hope that this Planning Board will direct staff to re-write these obviously flawed portions of the draft plan, and instead create a plan that strengthens protection of our open spaces and makes a better "Montgomery Village", not an ugly "Montgomery City". Thank you again for consideration of resident views as primary in planning our community future.

On Wed, Sep 9, 2015 at 2:52 PM, David Lechner <dave@lechnersonline.com> wrote:

Hi Ms Garcia - is it possible to move my name and have me be towards the very end of those providing statements tomorrow night? I am actually in night school trying to get my graduate degree - and have a class that night down in DC. I will leave class early and try to get there as soon as possible (eta about 8:30pm) - but if I can be placed at the end of the list that would be super.

Thanks!

Dave Lechner

Montgomery Village

MCP-CTRACK**RECEIVED**

SEP 10 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0829

From: Will Fisher <wfisher7@gmail.com>
Sent: Thursday, September 10, 2015 3:29 PM
To: MCP-Chair
Subject: Montgomery Village Master Plan Testimony

Members of the Planning Board,

I am writing you regarding the Public Hearing Draft of the Montgomery Village Master Plan that will be discussed at 7:00 PM in item 7 of the Planning Board meeting on Thursday, September 10, 2015. I support the plan and believe that it is the catalyst needed to spark the re-development that is much needed in order for Montgomery Village to thrive for the next 40 years and beyond.

I am a 15 year resident of Montgomery Village and a life-long resident of Montgomery County. In recent years I have witnessed the slow decline of Montgomery Village due to the loss of quality commercial establishments and families moving to other areas of the county that offer more housing options, better shopping and dining establishments and an overall better quality of life.

The proposed Montgomery Village Master Plan addresses the redevelopment needs of our community while keeping the established character and aesthetic of Montgomery Village intact. The proposed residential development of Monument Realty's Bloom property will provide quality housing options that will attract new families to Montgomery Village and will also attract other developers to redevelop the Village Center and Professional Center which will revitalize our aging community.

I believe a key first step in the process is the residential development of Monument Realty's property. Monument Realty has presented a plan that will benefit the community as a whole by providing shared amenities such as hiking paths, parks and gardens. Monument has been very receptive to community input and has collaborated with the Montgomery Village Foundation and residents to ensure the Bloom property fits in with the surrounding housing and communities and has adapted the plan to address concerns of current residents.

Montgomery Village was highly sought after place to live when it was originally developed but it is now showing its age. I urge you to approve the Montgomery Village Master Plan so that the community can attract new residents and businesses needed for Montgomery Village to flourish for the next 40 years.

Thank you.

Will Fisher
9841 Canal Road
Montgomery Village, MD 20886
www.FutureMV.org

RECEIVED
SEP 11 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
0830

MCP-CTRACK

From: Kristen Johnston <kjohnston.usmc@gmail.com>
Sent: Thursday, September 10, 2015 6:16 PM
To: MCP-Chair; county.council@montgomerycountymd.gov;
ocemail@montgomerycountymd.gov
Subject: MV Master Plan/Wightman Widening

Dear Sir or Ma'am,

I am writing to voice our strong opposition to the Wightman widening proposal. My wife and I reside in The Points and are very much against widening Wightman to 100'. We are aware there was a public hearing this evening to discuss the issue, sadly we are out of town and unable to attend. Please let us know if there will be additional meetings held or if there are other people/offices we should be reaching out to in order to voice our concerns.

Respectfully,

Sgt & Mrs Johnston

MCP-CTRACK

RECEIVED
SEP 11 2015

From: Jolie Dobre <jolie@artjolie.com>
Sent: Thursday, September 10, 2015 7:46 PM
To: MCP-Chair
Subject: Latest version of Montgomery Village Master Plan--Brink Road Widening

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

To Whom it May Concern,

As a member of the community who is directly affected by the overburden of traffic on Brink Road I request that you carefully consider the request to widen Brink for the following reasons:

1. The existing master plan has already identified a dedicated right of way for a major thoroughfare connecting Montgomery Village, Germantown and Clarksburg. That is M-83. Development and home purchases (mine included) have considered that planned road, and previous studies done by civil engineers and Park and planning have noted the viability of that road, and the many safety and environmental issues related to widening Brink Road (the number of driveways and cross roads and intersection with the ag reserve)
2. Widening Brink Road will not efficiently connect commuters to alternative transportation such as the proposed M83.
3. Unlike homes near proposed M83, those of us who live near Brink no access to traffic curbing/noise reducing elements such as grading or sound walls. There is no sufficient room for those installations.
4. Speeding on Brink road is already an issue. Widening it will only encourage drivers to speed and drive more recklessly, since the expansion of Brink Road at 27 there has been a marked growth in traffic deaths and accidents at that end of the road.
5. In the 10 years I've lived here traffic on Brink has increased commensurate with the growth of Clarksburg, leading me to believe it is commuter traffic, people looking to avoid clogged 270—NOT people interested in visiting our community. A widening of 270 would be a much wiser use of

If a decision is made to widen Brink please consider a speed limit (AND ENFORCEMENT!!!) of no more than 35 miles per hour, the same courtesy given to residents along Montgomery Village Avenue.

Jolie Dobre

SEP 11 2015

From: arthurjburnham@gmail.com
Sent: Thursday, September 10, 2015 8:51 PM
To: MCP-Chair
Subject: Golf course development

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Good evening. My name is Arthur J Burnham and I am a montgomery village resident I live at 9512 duffer way. My home would be directly affected by the development of he golf course. I do not support the development in any capacity. I think it is another causality of urban sprawl. Not sustainable smart growth. The density of the proposed development by monument is realty is completely unacceptable as it would significantly impact the look culture and character of

Montgomery village in a negative way. The monument proposal is too dense and would adversely affect the already overwhelmed infrastructure. The MVF has severely Misrepresented the community stakeholders by suggesting we are in agreement with the development and support it which could not be farther from the truth. Monumental realty is not concerned with the community they are simply trying trouble turn a quick profit. The original covenants need to be honored. The master plan should be shaped and influence by a greedy developer who has no vested interest in our community This golf course should stay zoned for recreation and greenspace perhaps for leisure , trails for walking , biking , and picnicking. Sports or Recreational would also be acceptable.

Sent from my niPhone



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Disc
Director

September 14, 2015

Mr. Glenn Kreger
Area 2 Supervisor
Montgomery County Planning Department
Maryland-National Capital Park and Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910

Re: Montgomery Village Master Plan Planning Board Public Hearing Draft

Dear Mr. Kreger:

Thank you for the opportunity to review and comment on the Planning Board Public Hearing Draft of the Montgomery Village Master Plan.

The Plan is consistent with Executive Branch objectives including preserving the character of established residential neighborhoods, enhancing connectivity within and between different neighborhoods, and encouraging targeted reinvestment opportunities.

Comments were received from Montgomery County's departments of Transportation, Fire and Rescue Services, and Health and Human Services. All comments are attached.

Please contact me directly at 240-777-6192 or greg.ossont@montgomerycountymd.gov if you have any questions.

Sincerely,

Greg Ossont
Deputy Director

cc: Catherine Matthews, RSC
Nancy Sturgeon, M-NCPPC
Renee Kamen, M-NCPPC



DEPARTMENT OF TRANSPORTATION

Isiah Leggett
County Executive

Al R. Roshdieh
Acting Director

MEMORANDUM

September 3, 2015

TO: Greg Ossont, Deputy Director
Department of General Services

FROM: Gary Erenrich, Acting Director of Transportation Policy
Department of Transportation, Directors Office

SUBJECT: Montgomery Village Master Plan
July 2015 Public Hearing Draft

The following Montgomery County Department of Transportation (MCDOT) comments are offered for consideration in the Montgomery County response on the July 2015 Montgomery Village Plan Public Hearing Draft.

General Comments:

- While MCDOT offers a number of comments on this plan, we want to emphasize we generally support many of these elements and ideas in creating a vibrant urban community. The comments are generally geared toward technical considerations and clarifications to avoid future confusions & discrepancies.
- It is important to include a safety component in all transportation projects involving County roadways and for each modal element referenced in the Transportation Sections.
- Identify areas where additional ROW &/or pavement may be needed to meet proposed configurations. Pavement widening should be reflected in the CIP list on pages 79-80.
- The relationship and impacts of the plan recommendations for the Montgomery Village/Airpark areas for TPAR roadway and transit adequacy (for existing, and build-out TPAR milestone analysis years) should be addressed in the plan.

Office of the Director

101 Monroe Street, 10th Floor • Rockville, Maryland 20850 • 240-777-7170 • 240-777-7178 FAX
www.montgomerycountymd.gov/dot



- There is no reference to the fact that the Montgomery Village / Airpark Policy area is “inadequate under the (TPAR) transit test”. The plan should identify the current status of transit adequacy, as well as discussed specific recommendations to address this condition.
- The plan enlists options to accommodate different transportation modes including bicycles and transit facilities. However, further traffic analysis is required to conduct feasibility of implementing the recommendations in order to maintain acceptable level of service at intersections and along the roadways. In addition, a comparison between travel time delay and cost using different modes of transportation will help.
- All maps – consider cleanup of street centerlines – in some places such as Mid County Highway seem to be floating over property parcels not actual roadway lines. Also update City of Laytonsville to be Town of Laytonsville all maps.
- The plan does not reference any evaluation/assessment of WMATA, Ride On routes and facilities and limited recommendations were made to improve the service and/or facilities. The transit section should consider stronger language of the existing conditions with a description of the services being provided and then discuss potential expansion needs.
- One of the key ways to increase use of non-auto transportation options is by promoting their use and providing up-to-date information on a regular basis to residents, businesses, employees and visitors/retail patrons. Since Montgomery Village is not within a Transportation Management District, it is recommended that the Master Plan encourage this type of information and promotion to be conducted (or at a minimum, facilitated) by the Montgomery Village Foundation (MVF) in cooperation with MCDOT. MVF could serve as the main contact point and distribution mechanism for information about alternative modes to be provided by MCDOT. That information can be distributed to residents and businesses/employees throughout the Village through the Foundation’s regular channels of communication and included in displays at community centers, recreation facilities, building lobbies, the library and other major gathering places for residents and employees.
- In order to promote use of alternative modes of travel to the single occupant vehicle, basic elements of Transportation Demand Management should consider conditions of future development approvals for major new projects within Montgomery Village. These would include the following elements:
 - Appointment of a Transportation Benefits Coordinator to provide for distribution of information and promotional materials and facilitate planning of TDM-related outreach events within the project
 - Provision of Real-Time Transit Information display(s) and opportunity for other transit- and alt-mode-related information in key locations within the project (e.g., information on car sharing, bike trails, bike parking facilities, etc.)
 - Provision of preferentially-located car/van pool parking spaces and car-sharing parking spaces on-site
 - Provision of secure, weather-proof bicycle parking facilities for residents of multi-unit buildings and employees in office and major retail projects. Consider providing secure bicycle storage area in garage for resident and/or employee use (bike cage) as well as a small bicycle repair station.

- The following design elements intended to facilitate the use and promotion of non-auto modes of transportation should be incorporated into building design for major projects:
 - Design building frontages/lobbies to provide two-way visibility for transit vehicles, shuttles and taxis
 - Provide electric and water connections in outdoor gathering areas to enable outreach events to be staged more readily.
 - Provide kiosks in active outdoor commercial areas to provide opportunity for information and assistance.
 - Include TDM information and passes can be obtained– e.g., transit timetables, loading of SmarTrip cards in public building areas.

Element/Page Specific Comments:

Section 1.2 Plan Vision

- *Page 5, B. Maintain the Village's Public Recreation and Open Space, last sentence – "Streets and roads should be designed so that traffic speed is reduced",* Consider revising statement to note that streets and roads should be designed to provide safe facilities for all roadway users consistent with the function of the roadway and adjacent land uses vs. "designed so that traffic speed is reduced"
- *Page 5, D. Second Sentence;* clarify the intent of the reference to "*private street network*". Existing private streets? Proposed private streets?

Section 2.3 Planning Framework and Context

- *Page 16, Section 2.3.4 New Zones for Montgomery Village, "To ensure preservation of open space all of the Montgomery Village Foundation's community amenities..are recommended for a very low density residential zone".* Why would these areas not be designated as recreation or open space as opposed to LDR.
- *Page 16, Section 2.3.4 New Zones for Montgomery Village, "public facilities, institutional and philanthropic uses..are also recommended for a low density residential zone".* Why would these areas not be designated as institutional as opposed to LDR?

Section 3.1 Introduction

- *Page 21, column 2, Section 3.1.1 -* The references to "*Secondary Roads*" should be replaced with the specific functional classes of the example roadways specifically Residential Primary, Residential Secondary, Arterial, Business etc.
- *Page 22, column 2, Section 3.1.2 – "Facilities that MVF owns, maintains and manages include..an extensive trail and bikeway network".* Consider additional details on this in section 6.1.3 such as mapping, detailed inclusion in table, need for connections to or similar.

Section 3.2 New Zones for Residential Neighborhoods and Section 3.3 Community Facilities

- *Page 25, Figure 5: Proposed Zoning and Page 27, Community Facilities, column one – Why is Pepco Right of Way zoned R-200?*
- *Page 29, Consider addition and reference to existing/proposed transit centers as Community Facilities*

Section 4.1 Introduction

- *Page 35, Column 1, bullet 1, re: “This latter option would provide the opportunity to complete a park connection from the headwaters of Cabin Branch to its confluence with Great Seneca Creek.” Please clarify the intent of “park connection”. Is this meant to be just a connecting park, a roadway connecting the parks; a bicycle/pedestrian connection? If it is a transportation connection, then this same connection should be referenced in the transportation section.*
- *Page 39, Section 4.1.3, Column 2, bullet 1, re: “natural or hard surface trail of more than four miles could be provided.” This trail connection should be referenced in the transportation section and at least conceptually mapped.*

Section 5.2 Overall Design Framework

- *Page 47, B. Section 5.2.2 Connectivity, Second Bullet “Explore shared street alternatives where feasible” – For the purposes of this plan “shared street alternative” should be clearly defined. In addition, specific roadway segments where the defined concept may be applied should be identified.*

Section 5.3 Land Use and Zoning Recommendations

- *Page 50, C. Land Use and Zoning Recommendations – Consider a discussion, summary and or reference to the existing about of commercial square footage and residential units proposed as part of this plan update as well as any changes from previous plans.*
- *Page 52, Section 5.3.1.A, The Boulevard on Lost Knife, Column 3 “It is unclear what redevelopment will occur at this large site, but its ultimate redevelopment will impact uses on the north side of Lost Knife Road” – Consider working with City of Gaithersburg to come up with a better description here including but not limited to: proposed land use and zoning of Gaithersburg parcels / mall area.*
- *Page 53, Section 5.3.1.A, The Boulevard on Lost Knife, Design and Connectivity, column 1 “north-south access” – What kind of access is this referring to? Bicycle, pedestrian, motor vehicle and/or transit?*
- *Page 53, Section 5.3.1.A, The Boulevard on Lost Knife, Design and Connectivity, column 1 – Consider the addition of a bullet that would provide for enhancing connections to transit center and future MD 355 BRT.*
- *Page 53, Section 5.3.1.A, The Boulevard on Lost Knife, Design and Connectivity, third bullet “Improve internal connectivity between properties” – Consider more specificity here including showing actual connections, origins, and/or destinations.*
- *Page 54, Section 5.3.2A, The Village Center, “The Center is somewhat sequestered within the Village and is unlikely to attract visitors from outside the area.” – Consider*

rewording or deletion of this statement as the addition and/or marketing of quality destination certainly could provide the opportunity for the Village Center to attract visitors from outside the area.

- *Page 55, Column 1, Bullet three "create a main street environment with street oriented buildings, streetscapes and comfortable pedestrian walking area connecting to adjacent streets and existing transit options"* - consider better defining main street environment. Consider revising "existing transit options" to "existing and future transit options".
- *Page 55, Column 1, Bullet four, "provide linkages to the proposed local streets"* - Clarify to and from linkages would be added as well as detailing the type of linkages.
- *Page 55, Column 1, Bullet five, "Consider strategies to integrate existing uses that are likely to remain with pedestrian environments, such as streetscape enhancements"* - Consider rewording to clarify the intent of this statement.
- *Page 57, Column 3, first paragraph "which provide the missing link to achieving an east-west trail that connects these regional natural resources."* - This trail connection should be referenced in the transportation section and at least conceptually mapped.
- *Page 58, Column 1, bullet 6 "Provide a trail connection between Great Seneca Stream Valley Park and Cabin Branch Park"* - This trail connection should be referenced in the transportation section and at least conceptually mapped.

Chapter 6: Enhance the Village's Connectivity

- The Highway table (p64-65) appear to reference the City limits in its To/From columns, whereas the Bikeways table (p72-73) does not, with limits that include areas in the City and otherwise outside the master plan boundary. This may result in some confusion, generally, but also results in cases such as:
 - Along Lost Knife: the Highways table shows separated bike lanes along the full length, but the Bikeways table only specifies from Odendhal westward. This could be mistaken to assume the bike lanes are along the portion west of Odendhal.
 - Along Wightman: the Highways table describes the limits as extending to Warfield, but the Bikeways table extends out to Brink. Both are outside the plan area; why not reference both to Warfield?
 - Along M-83: there are several segments listed in the Highway table that are completely outside of the plan area.

Chapter 6: Section 6.1.1 – Roadway Network

- *Page 62, Column 1, paragraph 2 "The MVMP does not address Midcounty Highway (M-83)"* – Consider referencing the "unbuilt sections" of Midcounty Highway.
- *Page 62, Column 1, paragraph 2, second sentence "The MCDOT is currently studying transit and roadway alternatives to.."* – Delete "currently" from this sentence so it reads as "MCDOT is studying".
- *Page 63, paragraph 1 – "[M-83] ...not widened from four to six lanes..."* Is it correct to include "not" here?
- *Page 63, regarding the downgrade of Montgomery Village Avenue's functional classification from Major Highway to Arterial between Club House Rd and Mid County*

Hwy. Please provide the existing and future link level of service for Montgomery Village Avenue in order to fully assess this proposed change.

- *Page 63, Column 1, bullet 1 "The portion along the frontage of the Village Center (..) is envision to be more pedestrian oriented.."* – Please clarify the intent of this recommendation.
- *Page 63, Column 2, bullet 1 "shared use path along the southern side"* – Consider addition of sidewalk on the north side in addition to the path on the southern side.
- *Page 63, Column 2, bullet 1 ""and a targeted design speed of 25 MPH to discourage speeding traffic. Methods for slowing traffic that should be taken into consideration include the horizontal road alignment and narrow travel lanes" for Stewartown Road extended* – While MCDOT supports roadway design consistent with the nature of adjacent land uses and expected users. Roadways should be designed to the target speed with relevant design features and cross-section not specifically "to discourage speeding traffic". General design features such as bump-outs, roundabouts etc. can be referenced. Functional classifications should be consistent for the proposed roadway should be consistent with the existing roadway between Montgomery Village Avenue and Goshen Road.
- *Pages 64-65* – Some From/To distances are in feet while others are in fractions of a mile. Recommend using feet to preserve consistency as well as precision.
- *Page 64, Column 2, bullet regarding the country arterial classification* – while we support reclassifying Warfield Road from primary residential to a classification better reflecting its function, consider whether country arterial is the best classification for this roadway because of existing and master planned shared use path and proximity to school. The cross-section for a Country Arterial (2004.35) does not include any pedestrian facilities.
- *Page 64, Table 1- Roadway Classifications* - Consider noting changes in functional class in the table; consider adding a reference to closest current roadway design standard and recommended modifications either in this table or in cross-sections.
- *Page 64* – It appears that the non-SHA Major Highway (M-25, Goshen Rd) must follow Urban design standards, as this is the only set of design standards that fits a 120 foot ROW (2008.01A & B). All other design standards (including Suburban) require 150 foot ROW. The context of the areas along these three roadways does not appear to have an urban context; confirm if these ROWs reflect the intended designs. The suburban standards 2008.04A & B would also include the master planned bike lanes, whereas the smaller urban standards 2008.01A & B do not. Consider whether this may also affected the intended designs for SHA's M-21 (Woodfield Rd) and M-24 (Montgomery Village Ave).
- *Page 64, M-25 (Goshen Rd)* – Ensure that the public is aware of the impacts of this roadway being classified as a Major Highway. While existing, it may be good to remind that this will include median & may affect a number of access points, potentially including impacts to the intersection with Sandy Lake Dr / Turtle Dove Terrace due to its proximity to the Stewartown Rd intersection.
- *Page 65, Table 1- A-16 Snouffer School Road* - Consider adding a note regarding currently funded Capital Improvement Program widening similar to the note included for Goshen Road.

- *p65, A-18 (Christopher Ave)* – There are no cross-sections for 4-lane divided arterials less than 100 feet, but this segment calls for 95 foot ROW. Needs clarification as to how to achieve this as well as include separated bike lanes.
- *p65, A-36 (Wightman Rd)* – The undivided arterial standard 2004.07 appears to most closely match the requirements of this segment, modified to include a shared use path. However, this standard only requires 80 feet, whereas the plan calls for 100 feet. Clarify what is intended with the additional 20 feet.
- *p65, A-275 (Centerway Rd)* – There are no cross-sections for 4-lane divided arterials less than 100 feet, but this segment calls for 80 foot ROW. Needs clarification as to how to achieve this as well as include shared use path.
- *p65, P-10 (Apple Ridge Rd)* – We are aware of some opposition to the proposed extension of MA-298. Should this extension be modified or eliminated, consider whether the context of P-10 would continue to suit the designation as a Primary Residential, noting that it would be the sole remaining connection between two arterials.
- *p65, P-19* – Typo “Montgmoery”
- *p65, P-30 (E Village Ave)* – No design standards exist for a 4-lane divided Primary Residential. Consider whether this is intended to remain 4-lanes within the defined ROW, if additional ROW may be necessary, &/or if a change in classification may be necessary.
- *p65, B-1, B-2, B-3* – The business street standard 2005.02 appears to most closely match the requirements of this segment. However, this standard only requires 70 feet, whereas the plan calls for 80 feet. Consider whether any clarification is necessary as to what to do with the additional 10 feet.
- *p65, B-2 (Club House Rd)* – Confirm that the span of Club House Rd between Montgomery Village Ave & Centerway Rd is to be a Secondary Residential street, noting that it appears likely to carry cut-through traffic serving a variety of uses. Confirm whether this class is indeed intended.
- *P. 65 – Midcounty Highway, Goshen Road and Snouffer School Road*, Note that these roadways are active funded Capital Improvement project adding limits and scope of improvements for each
- *Figure 17: Street Network, Page 66 – Fix Map Labelling* – “City of Laytonsville should be “Town of Laytonsville”

Chapter 6: Section 6.1.2 – Transit Network

- Consider reference to the following in the Transit Network Section 6.1.2 - The addition of a transit center/hub in the vicinity of Montgomery Village Ave and Club House Road has been considered in the past. This would accommodate transit riders on the multiple Ride On bus routes serving this location. This facility would provide multiple bus bays, restroom facility for operators, and off-street bus layover space.
- *Page 67, Column 1, Paragraph 1* - Metrobus provides service to the area with routes J7/J9 connecting the Lakeforest Transit Center to Bethesda.
- *Page 67, Column 1, Paragraph 2* – This plan section should reference TPAR transit "inadequacy" and make recommendations for improving. Improvements could include, but not be limited to, improvements in span of service, level of service (headways), proximity to and location of transit stops etc.

- *Page 67, Column 2, "A study released by MCODT in April 2015, Lakeforest Transit Center Feasibility Study; demonstrated"* - should be replaced with "Reviews by Montgomery County DOT have demonstrated" until the final study has been adopted. There is a chance the facility planning report will be released in September 2015 but the study is still draft at this time. The study notes the need for an additional layover bays and note that improved bus circulation is needed. Improvements could potentially be done immediately along Odenhal Avenue within the public right-of-way rather than waiting for Lakeforest redevelopment. There is also desire to add restroom provisions at Lakeforest.
- *Page 67, Column 2, "Depending on the possible densities and uses that may replace the Lakeforest Mall, there could potentially be greater demand for bus capacity at the Transit Center."* - The need for additional bus capacity could apply in other areas as well, like the town center or golf course redevelopment areas.
- *Page 67, Column 2, paragraph 2* – Connections to future MD 355 BRT stations should be added to this paragraph.
- *Page 68, Transit Network Map* – Add WMATA Metrobus route numbers. Add proposed MD 355 BRT route. Delete or correct "999" symbol near Lakeforest Transit Center. City of Laytonsville label should be "Town of Laytonsville"

Chapter 6: Section 6.1.2 – Bicycle Network

- Provide for safe bicycle access at plan area intersections as improvements are being developed. Special intersection treatment should be considered at major intersections.
- Consider development of a bicycle station with secure, covered bicycle parking and related amenities near transit (Lakeforest Transit Center)
- *Page 67, Column 3, paragraph 1* – The reference to the SHA project should be verified and updated for project scope, funding status and schedule as it may not be proceeding as described.
- *Page 67, Column 3, paragraph 1 "unusually wide medians in the center of several roads"* – Consider deletion of this statement, "unusually wide". Noting adequate space within the right-of-way makes the point.
- *Page 67, Column 3, paragraph 1 "currently lacking facilities to accommodate new shared-use paths"* – Reword to clarify intent.
- *Page 69, Bikeway Network Map* – City of Laytonsville label should be "Town of Laytonsville". Should existing / proposed park trails be included on bikeway network map?
- *Page 69, Bikeway Network Map* – A general thought: should we consider what the role / intent is of designating signed/shared lanes along with other facilities? Now that prevailing thought is that all roads are shared roads, and many are being signed/marked accordingly even if not necessarily designated as such on the master plan: is it still as necessary/applicable to designate these on a master plan? Or at least with regards to dual-use facilities, to imply greater weight toward demarcating facilities that are only shared lanes?

- *Page 69, Bikeway Network Map* – In light of preceding comment: might we want to consider designating B-1 &/or B-2 for shared lanes? This would show some greater connectivity through this core area, and would reflect the current thought that Business District streets are more explicitly conducive toward shared lanes.
- *Page 69, Bikeway Network Map* – The following streets are shown in Appendix 1 (p22) as having a Future Level of Traffic Stress of 3. Consider whether bikeways should be provided:
 - Rothbury Dr (P-20, B-3) appears to form a significant connection between residential and commercial areas.
 - The first block of Pleasant Ridge Dr north of Wightman Rd would form a public connection into the neighborhood.
 - Club House Rd (part of which is B-2) would form an additional connection between residential, commercial, and education land uses.
 - Lewisberry Dr (P-32) would connect the neighborhoods in the vicinity of East Village Dr with the arterial Snouffer School Rd.
 - Cinnabar Dr would connect residential and educational land uses, as well as provide additional access to the arterial MD 124.
- *Page 69, Bikeway Network Map* – What is the current bikeways designation along Centerway Rd between Goshen Rd & Snouffer School Rd? If there are any facilities proposed under the applicable plan: consider reflecting them on this map. If no such facilities are proposed: take note of this apparent missing connection for the Bikeways Plan or future Gaithersburg plan.
- *Page 69, Bikeway Network Map* – Consider whether a trail along the PEPCO ROW is of interest. Adding it to the master plan would offer some additional leverage in negotiations with PEPCO.
- *Page 70, Column 1* – Consider reference to the stream valley trail noted in the parks and open space section of the plan.
- *Page 71* – Regarding the suggestions to remove channelized right-turns (“right-turn ramps”), ensure that accompanying transportation analyses (particularly for LATR) subsequently do not assume free-rights at any such intersections.
- *Page 72, Table 2: Bikeway Facilities, LB-5, Warfield Road* – MCDOT supports the shared use path along Warfield Road but would like clarification on the design standard recommended consistent with the proposed change to Country Arterial.
- *Page 72 and 73, Table 2: Bikeway Facilities – Shared-use paths LB-1, LB-3, LB-5, LB-6 and LB-7* have route numbers starting with LB vs. SP. Should these all be numbered as SP?
- *Page 72* – Consider whether DB-28 should be listed. It is located along Woodfield Rd, which abuts the plan area for a small portion. Woodfield Rd is included in the Highways table as M-21.
- *Page 72, Table 2 Bikeway Facilities DB-29 Goshen Road* – under Notes – (Revise CIP Project #501107 limits are from south of Girard to 1000’ north of Warfield.) Typo *proposed
- *Page 72, Table 2 Bikeway Facilities Under Shared Use Paths LB-3 Stewartown Watkins Mill Road to Goshen Road* – consider recommending under Facility Type a Separated Bike Lane (as new facility type proposed in update to the Countywide Bikeways

Functional Bikeways Master Plan) or at least a shoulder bicycle lane. Also the existing Stewartown Road should be included in the designated bicycle network.

- *Page 73 Table 2 Bikeway Facilities SP-70 Midcounty Highway* – under Notes – REVISE: Shared use path should be constructed on the north side consistent with plans shown in the MCDOT Midcounty Corridor Study. *Under facility type* add Shared Use Path and bikeable shoulders
- *Page 73* – Consider whether SP-28 should be shown as extending to Centerway Rd, and if BL-36 should be shown (both facilities are along Snouffer School Rd) as portions about the plan area. Snouffer School Rd is included in the Highways table as A-16.
- *Page 73* – SP-70 should go from Goshen to the City limits, not from Goshen to Montgomery Village Ave. As shown it appears that bike facilities west of Montgomery Village Ave, along M-83, are not presently addressed by the table.

Chapter 6: Section 6.1.3 – Pedestrian Network

- General – consider merging sections 6.1.2 and 6.1.3 into one “Bicycle and Pedestrian Network” sub-section as shared-use paths are multi-user facilities.
- *Page 71, Column 3* – “..missing links..One of those links..” – If there are identified missing links like on the Golf Course or Pepco right-of-way, why are these missing links not included as specific recommended facilities and facility types described in the text, mapped and included in the facility tables?
- *Page 73, Stewartown Road Extension, cross-section.* Consider identifying specific functional class and design standard (or “standard #####.## modified”) in the cross-section

Chapter 7: Implementation

- *Page 79, Table 3, Capital Improvements Program, Developer / Private participation* should be noted for all applicable roadway projects in lead agency, coordinating agency and/or elsewhere in table. Many of these proposed roadways and roadway improvements will have significant if not 100% private sector participation.
- It should be noted in the implementation chapter that proposed intersection improvements do not take into account right-of-way required for these improvements and the implementation cost and feasibility is subject to available right-of-way.
- *Page 79, Table 3, Capital Improvements Program, Lines 3 and 4* – fix Typo “Villafe”
- *Page 79, Table 3, Capital Improvements Program, Line 6* – fix Typo “Roand”
- *Page 79, Table 3, Capital Improvements Program* - Consider removing any “reconfigure intersection” projects that fall outside the plan area from the table or at least noting in the table that these projects are outside of the plan area.
- *Page 79, Table 3, Capital Improvements Program, Stewartown Road Extension* – fix Typo “oath”
- *MCDOT requests a GIS dataset of proposed capital improvements to assist in assessment of capital improvement costs.*

Transportation Appendix

- *Page 3, Column 1, "Transportation Planning Board (TPB)"* – The reference should be "National Capital Region Transportation Board (TPB)"
- *Page 4* – There are two figure 3's and two figure 4's. All four figures should include all intersections study e.g. none include MD 355 at Watkins Mill Road which is referenced in the text.
- *Page 4* – Differentiate between those intersection improvements inside the plan area and those outside the plan area. A note should be added
- *Page 5, Midcounty Hwy & Goshen Rd* – Clarify directionality, as Goshen Rd runs north-south. Should this be northbound Goshen or westbound Midcounty? If along Goshen: be aware that this may entail significant impacts to wetlands.
- *Page 5, Midcounty Hwy & Mont Village Ave:*
 - Add "Construct a NB L-turn lane on Montgomery Village Ave *onto future Midcounty Highway*" to clarify that it is not applicable until such time as M-83 is constructed.
 - Given the proposed removal of the channelized rights, ensure that traffic analyses did not assume any free-rights.
- *Page 5, MD 355 & Montgomery Village Ave:*
 - Rephrase to reflect MD 355's official north-south orientation.
 - This proposes four thru lanes in each direction of MD 355. Noting that BRT is proposed to be in dedicated lanes along this portion of MD 355, this would result in an extremely wide cross-section that is not particularly pedestrian-friendly. A station is also proposed at this intersection, further increasing both ROW demands as well as pedestrian/bicycle trip making. Furthermore, under existing land uses: adding additional thru lanes will likely result in several major property impacts, particularly on the geographic south and east quadrants.
- *Page 5, MD 355 & Watkins Mill Rd:*
 - Ensure that the traffic analysis reflected changes in NTOR and signal phasing arising from a second right-turn lane along eastbound (southbound?) MD 355.
 - Clarify what is meant by "Construct a third westbound through lane on MD 355", as three thru lanes already exist along each direction of MD 355.
- *Page 5, Lost Knife Rd & Montgomery Village Ave:*
 - Ensure that the traffic analysis reflected changes in NTOR and signal phasing arising from a second right-turn lane along westbound Lost Knife Rd.
 - Given the proposed removal of the channelized rights, ensure that traffic analyses did not assume any free-rights.
- *Page 5, Montgomery Village Ave & Stewartown Rd:*
 - A southbound left-turn lane already exists along Montgomery Village Ave. Confirm that the first bullet is not suggesting a second left-turn lane.
- *Page 6, Paragraph 2, Policy Area Roadway Network Adequacy test:*
 - Why was this test not updated for this plan? The planned growth may be "relatively minor" specifically for the MV plan area but adjacent City of Gaithersburg growth is not minor.

- A discussion of TPAR Transit adequacy (and in this case inadequacy) should be included in the transportation appendix.
- Clarify why proposed M-83 was excluded from analysis. At this time it is forecast that this road would be constructed by 2040. As had been noted during scoping of this master plan, this plan is not an appropriate outlet to identify whether M-83 should or should not be built. The Master Plan of Highways may afford a better opportunity for such a regional analysis.
- The text states that the area just barely fails Roadway Adequacy, and is therefore acceptable. We disagree with this, and hold that the TPAR threshold is established by law. Diverging from this threshold, without any accompanying definition of “how close is close enough” could set a future precedent. Where TPAR fails, a funding stream is established which can be utilized toward addressing the failing needs. Giving TPAR a pass eliminates this funding stream, which will reduce the capability to construct the very projects that are needed. TPAR should be considered to be either failing, or treatments should be undertaken to more definitively achieve Roadway Adequacy.
- It would be helpful if the TPAR value for each individual street could be provided, to help identify impacts to roadway links.
- It should be noted that proposed intersection improvements do not take into account right-of-way required for these improvements and the implementation cost and feasibility is subject to available right-of-way.
- *Page 20 and 21, Level of traffic stress figures 7 & 8* – Please identify the specific measures that were used to calculate the levels of traffic stress. For Figure 7, please note how future values were calculated such as change in bicycle facility type, change in functional class / number of lanes in roadway and/or projected changes in traffic volume.

Please contact Mr. John Thomas, Senior Planning Specialist, Directors Office, Montgomery County DOT, Mr. Andrew Bossi, Senior Traffic Engineer, Directors Office, Montgomery County DOT, or myself if you have any questions. I can be reached at 240-777-7156 or gary.erenrich@montgomerycountymd.gov. Mr. Thomas can be reached at 240-777-7193 or john.thomas@montgomerycountymd.gov. Mr. Bossi can be reached at 240-777-7200 or andrew.bossi@montgomerycountymd.gov

cc: Mr. Gary Erenrich, Acting Deputy Director for Transportation Policy, MCDOT
 Mr. Andrew Bossi, Senior Engineer, MCDOT
 Mr. John B. Thomas, Senior Planning Specialist, MCDOT
 Ms. Amy Donin, Planning Specialist, Dept. of General Services, Montgomery County



MONTGOMERY COUNTY FIRE AND RESCUE SERVICE

Isiah Leggett
County Executive

Scott E. Goldstein
Fire Chief

MEMORANDUM

August 27, 2015

TO: Greg Ossont, Deputy Director
Department of General Services

FROM: Scott E. Goldstein, Fire Chief *Scott E. Goldstein*

SUBJECT: Montgomery Village Master Plan - Public Hearing Draft

Thank you for the opportunity to comment on the Public Hearing Draft
Montgomery Village Master Plan.

As my staff had provided input to the Community Facilities section of the draft plan as it was being written, I am in agreement with and support the narrative under the heading "Fire, Rescue, and Emergency Medical Services" on page 31, including the recommendation for the siting of a new fire station in the vicinity of Goshen Road and Rothbury Drive. Existing fire, rescue, and EMS needs in the planning area plus future needs brought about by proposed redevelopment support the need for this station. I believe an edit is in order under Section 3.3.3 in the first sentence of the third paragraph where the "future second ambulance" should be replaced with "future additional EMS Unit" as that future unit could be an ambulance or ALS chase unit depending upon future EMS needs. Another suggested edit at the end of the third paragraph is to replace "will be recommended by MCFRS" to "will be recommended to the County Executive."

If you need further information or have questions, please contact me on 240-777-2468 or Planning Section Manager Scott Gutschick on 240-777-2417.

SEG/sag

cc: Scott Gutschick, Planning Section Manager, MCFRS
Amy Donin, Planning Specialist, DGS

Office of the Fire Chief

100 Edison Park Drive, 2nd Floor • Gaithersburg, Maryland 20878 • 240-777-2486 • 240-777-2443 FAX
www.montgomerycountymd.gov/mcfrs

Donin, Amy

From: De La Rosa, Nicki L
Sent: Wednesday, August 19, 2015 9:04 AM
To: Ossont, Greg
Cc: Donin, Amy; Calderone, JoAnne; Ahluwalia, Uma
Subject: RE: Montgomery Village Planning Board Public Hearing

Greetings,

Thank you for the opportunity to provide comments on the Montgomery Village Master Plan - Public Hearing Draft July 2015.

The Department of Health and Human Services has no concerns to raise about the plan. We do wish to strongly endorse the following aspects of the plan that we believe promote our mission and County residents' health and safety.

1. Encouraging reforestation and restoration via incorporating enhanced tree canopy into redevelopment;
2. Making efforts to improve water quality by minimizing use of impervious surfaces, protecting and reforesting large stream buffer areas, and incorporating storm water management techniques into new development;
3. Reducing automobile emissions by improving opportunities for alternative modes of transportation including improved bike paths and shared use paths, and increased trail connections;
4. Multiple housing options at various price points, including affordable options for rental properties and ownership opportunities;
5. Encouraging redevelopment efforts to consider the original vision of the Kettler Brothers by including smaller blocks, interconnected land uses, and pedestrian-scale activity centers;
6. Downgrading the functional classification of Montgomery Village Avenue from major highway (six lanes) to arterial (four lanes), for the section referenced in the plan, to prevent further widening of the roadway which may inhibit safe pedestrian passage;
7. Removing right-turn ramps at busy intersections along Montgomery Village Avenue to decrease pedestrian and bike crossing distance and improve safety at these intersections;
8. Inclusion of prioritized public benefits such as "diversity of uses and activities, including but not limited to, care centers, enhanced accessibility for seniors and the disabled, and affordable housing".

Additionally, the Department wishes to urge the planners to carefully consider the following as part of any new development or redevelopment efforts.

1. Making efforts to further improving pedestrian and bike safety at particularly busy intersections where pedestrians and bikes compete for road space not only with automobiles but also with mass transit, such as those surrounding Montgomery Village Crossing and Montgomery Village Plaza;
2. Including provisions for adequate lighting as necessary for safe passage along pedestrian and bike pathways;
3. Including not only green space in redevelopment and new development efforts, but also child friendly play areas with restrooms, water fountains and adequate seating options for adults who may accompany them.

Best regards,
Nicki

Nicki De La Rosa
Program Manager II
Planning, Accountability and Customer Service
Montgomery County Department of Health & Human Services
401 Hungerford Drive, 7th floor
Rockville, MD 20850
Phone: 240-777-1388
Fax: 240-777-3099

From: David Lechner <dave@lechnersonline.com>
Sent: Tuesday, September 15, 2015 11:17 PM
To: MCP-Chair; Kamen, Renee
Subject: Additional Comments & Revisions Needed - Draft Montgomery Village Master Plan

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

To: MNCPPC Staff and Montgomery County Planning Board:

Thank you again for the opportunity to provide oral comments on the draft Montgomery Village MAster Plan on September 10. Unfortunately, three minutes goes by very quickly, and I was not able to provide all of the feedback I feel is needed. Here is the full version of the comments that I would have provided, which add context and clarity to the comments that I have previously provided via email about this plan.

My name is David Lechner, and I have lived in Montgomery Village for 22 years. I enjoyed living here because of its pastoral views almost everywhere. The plans for Montgomery Village provided many of its 14,000 homes with beautiful views of lakes, pools, common green spaces, and a golf course. These views and landscapes were provided to average middle class families, not rich mansion owners like in Potomac and Bethesda. Unfortunately I do not see this design philosophy protected in this draft Master Plan.

Montgomery Village was planned and developed under the Montgomery County Code Section 104-19A, Town Sector Zone (Attachment 1, DL-1 zip file, multiple pages). This code states, under paragraph 2. Procedures for Approval of a Preliminary Plan, that *"The proposed plan shall be accompanied by restrictions, agreements, or other documents, indicating in detail the manner in which any land intended for common or quasi-public use but not proposed to be in public ownership will be held, owned, and maintained in perpetuity for the intended purpose."* It also states that *"The Planning Board shall examine the Proposed Preliminary Plan in order to determine whether: (a) the proposed plan is consistent with the Town Sector Plan, (b) In the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances."*

In 1967 the MNCPPC planning board staff wrote code 104-19A for the Town Sector zone. Today, this new draft of a Master Plan does not provide perpetual protection for the open spaces in Montgomery Village, and instead would encourage the addition of over 3,000 new housing units. Will you be the Planning Board that ensures the villages open spaces are still protected, or the Planning Board that brings urban density into the village while gaining nothing in return?

In the plans for Montgomery Village the Golf Club is listed as 135 Acres of open space, a part of the 557 acres of *"open space, set aside as publicly owned or devoted to community uses."* In 1967 the Montgomery Village plan stated that *"the open space may best be developed by retaining substantial areas in private ownership through (1) private clubs, (landlords of apartments and commercial spaces, and (3) a carefully planned Automatic Homes Associations Program. This will permit the orderly scheduling and development of the two lakes, the 18 hole golf course, and other facilities as required"*. The Town Sector Zone saved the taxpayer

millions of dollars of costs, with the complicit approvals of the Planning Board, and provided beautiful rolling hills and scenic areas throughout the community. In some cases the private land is held by the Montgomery Village Foundation, and another 144 acres the open space was a privately owned golf course, but residents trusted the words of the Planning Boards' code that it was all protected "in perpetuity", and the words of Clarence Kettler in 1980 when he said that "No homes can, nor will, be built on this property." In 1988 the Planning Board continued to assure the public that the village was well protected, endorsing DPA 88-01 with the statement quoting nearly verbatim from the text of 104-19A by stating that "*Homeowner documents will adequately assure a method of perpetual maintenance of recreational, common or quasi-public areas.*" Can we trust you today to ensure that the staff's draft is properly edited to protect our open green spaces?

Today the Montgomery Village Foundation owns hundreds of acres of land in Montgomery Village, including 6 swimming pools that the general public is not allowed to use. Only residents of Montgomery Village that are paying recreational facility fees of over \$400 per year, or any other county residents that pays the annual membership fee, are allowed to use these recreational facilities. The Montgomery Village Golf Club was also held by a private entity, and was open for use by anyone willing to pay the annual membership fee. All of the "private" recreation/conservation land in Montgomery Village needs adequate protection under the new zoning and Master Plan, and we are counting on you, the Planning Board and the County Council to ensure that it remains adequately protected "in perpetuity for its intended use".

I have these questions for you tonight:

- 1) How are you protecting the open spaces in Montgomery Village in perpetuity?
- 3) Why doesn't the new zoning code include a similar "Private Recreation/Conservation" Euclidean zone to allow our parks and open spaces to maintain their perpetual protection? Can you provide a new "Overlay Zone" that protects our open spaces as well as the old Master Plan did? Why not just ask the County Council to create an equivalent euclidean zone today, and protect all of the MV Foundation properties, golf course property, and other orphan properties as they are supposed to be, in perpetuity?
- 4) Why should the Montgomery Village Master Plan allow 2,500 new additional residences in the Montgomery Village Center area? How was this number developed? Why should Montgomery Village welcome 41 units per acre today, when the rest of the Village had a maximum of about 12 units per acre? Why do we need such a high density and another ugly Clarksburg or Rockville style density in what was designed as a green village community? The 60 acres of the Village Center should get about 720 residential units if the same density is applied there, and a minimum of 50' setbacks should be required from all of the border roads that circumscribe the commercial area.
- 5) Why is the Montgomery Village Master Plan proposing to widen the Wightman, Goshen, and other roads into arterial highway status, in order to funnel thousands of residents from up-county developments through our neighborhoods, school zones, and past our playgrounds and parks? Why can't those community areas use mass transit or allow office parks in their community to contain local jobs and smart transit?

And

- 6) Why doesn't the redevelopment of the "Village Center" including the area just east, called "Clubside", which is a problematic area filled with rental units and in dire need of reconstruction?

7) Could the Master Plan go ahead and allow 180 residential units on the "Area 1" portion of the property (2.5 units per acre x 75 acres monument wants to build on) with the stipulation that the fairways remain "open spaces" "in perpetuity" as required by County Code 104-19A and as certified by previous county Planning Board decisions. The 2.5 number is the average density of residential housing in the MV area between the Creek on the Golf Course property and Wightman/Muncaster roads, as discussed extensively by the Planning Board via DPA E-848 in 1967.

I look forward to seeing your responses in the final copy of the plan. I ask you to consider directing staff to re-write these obviously flawed portions of the draft plan, and instead create a plan that strengthens protection of our open spaces and makes our community a better and greener "Montgomery Village", not an ugly "Montgomery City." Thank you again for consideration of resident views as primary in planning our community future.

David Lechner
9404 Bethany Place
Montgomery Village

RECEIVED

SEP 16 2015

MCP-CTRACK

OFFICE OF THE CHAIRMAN
THE MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: Ann Smith <smith@itecksolutions.com>
Sent: Wednesday, September 16, 2015 9:54 AM
To: MCP-Chair
Cc: Kamen, Renee
Subject: MV Master Plan
Attachments: Pervious to Impervious(2).pdf

Enclosed is a copy of my MV Public Hearing Submittal.
Thank you for the three minutes.

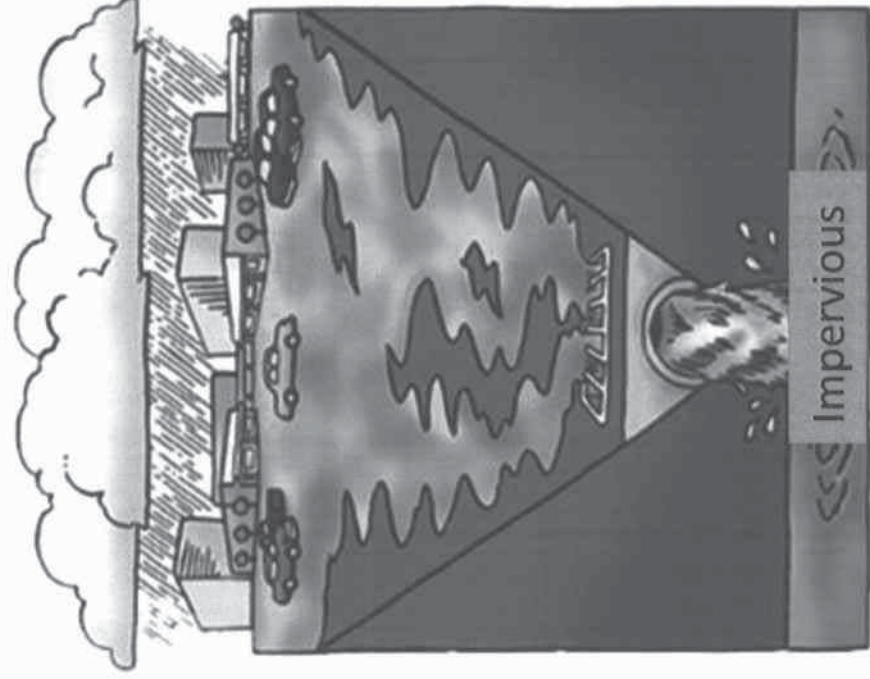
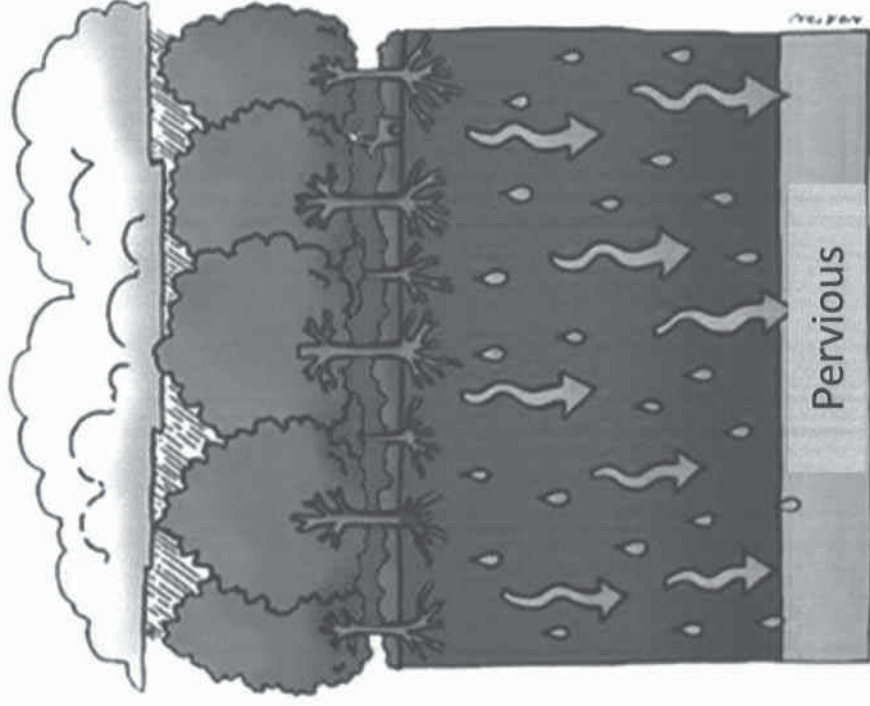
Ann Smith

**Request to Include GIS
%Pervious to %Impervious
Land Surfaces in the
New Overlay Zone for
Montgomery Village**

Written by Ann Smith

September 10, 2015

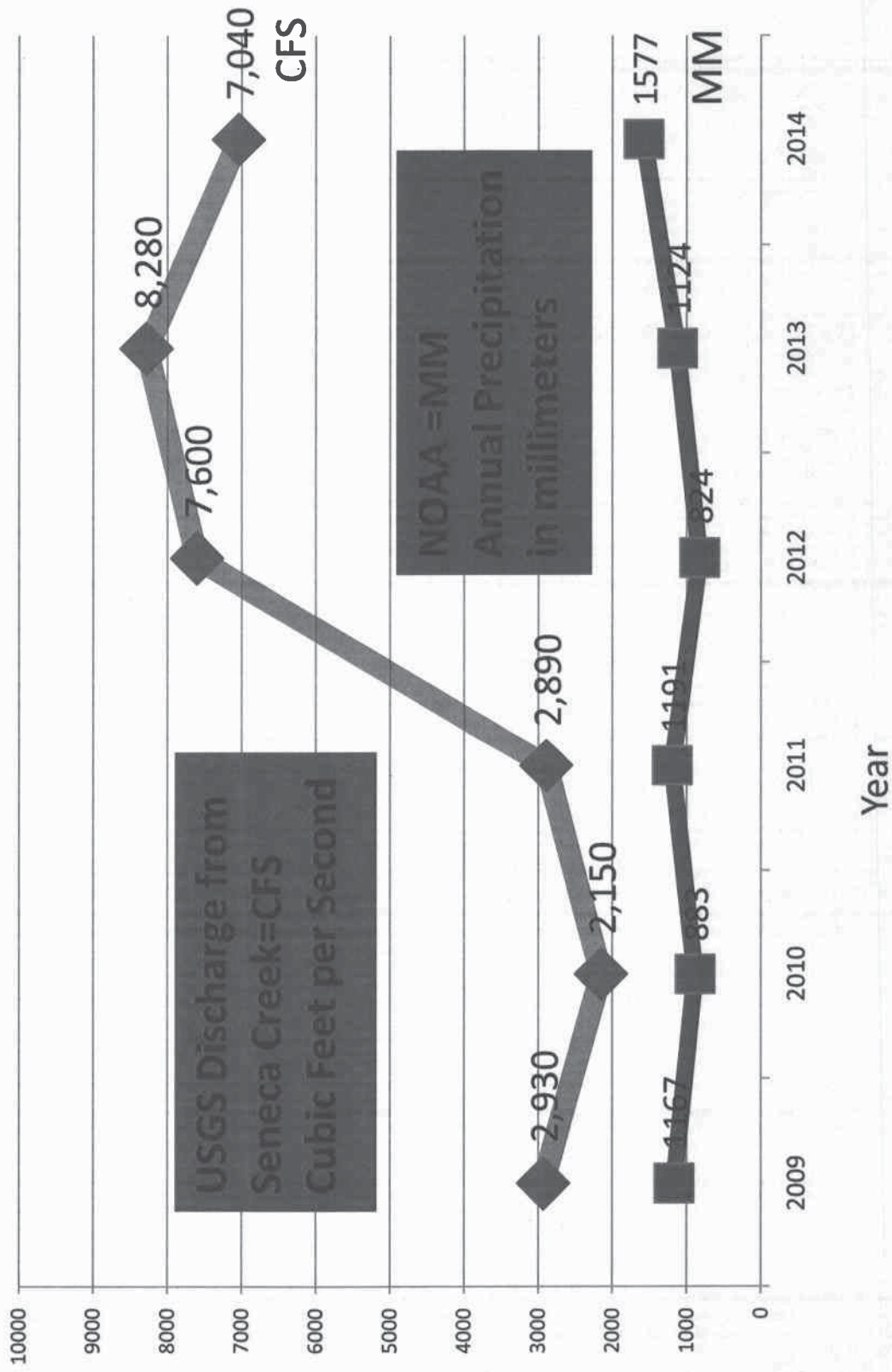
Bay Watershed Being Transformed From Great Green Filter to Hard Gray Funnel

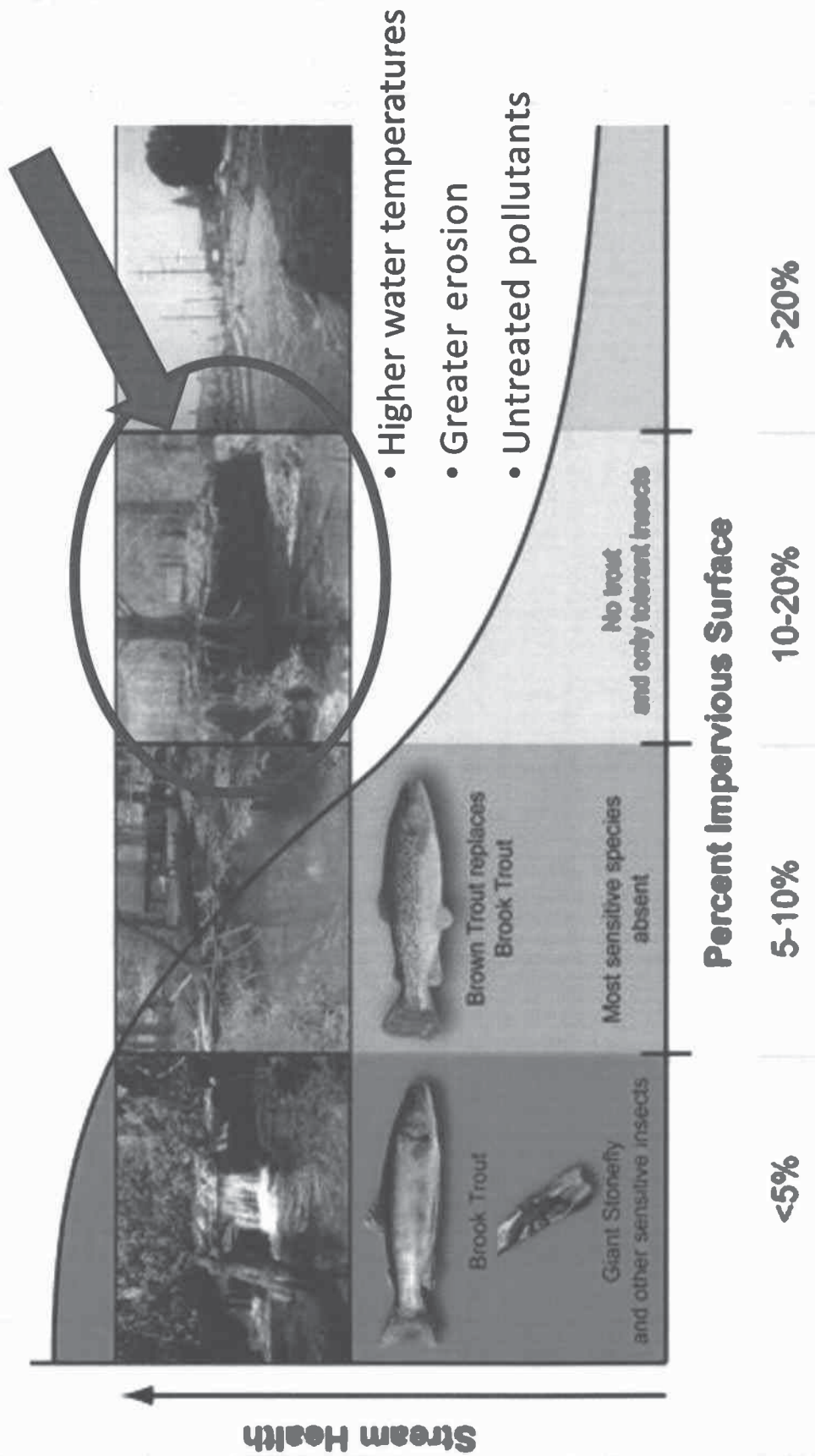


CHESAPEAKE BAY FOUNDATION
Saving a National Treasure

Losing Natural Filters

**Increased Imperviousness Increases funneling.
Funneling increases rate of discharge into the local streams.
Annual precipitation remains steady
and does not point to the CBF crisis**





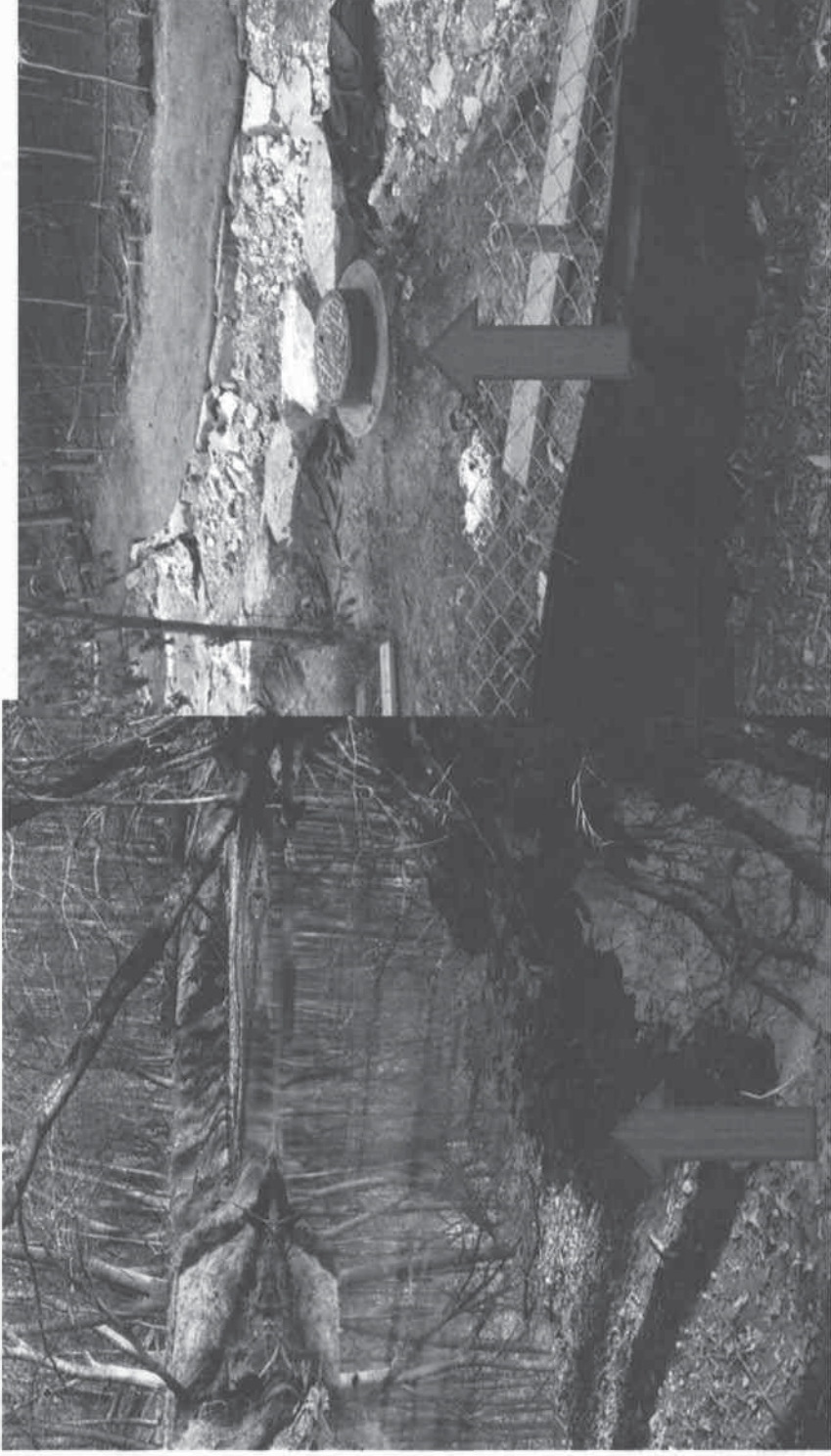
Source: <http://www.streamhealth.maryland.gov/impervious.asp>



CHESAPEAKE BAY FOUNDATION
Saving a National Treasure

Degraded Stream Health

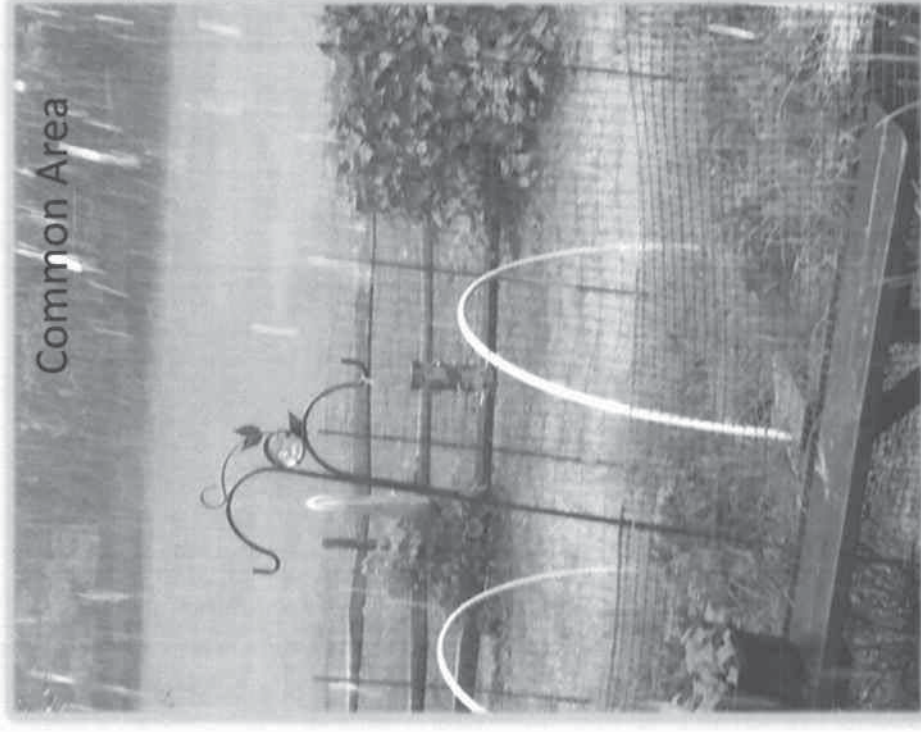
**(-)Storm surge run-off from impervious surfaces
damages stream banks & sewer systems**



**Cabin Branch Creek-
Sediment**

**WSSC (SR-3) Repair
Cabin Branch Creek**

(+)Current Montgomery Village Pervious Surfaces Containing Water



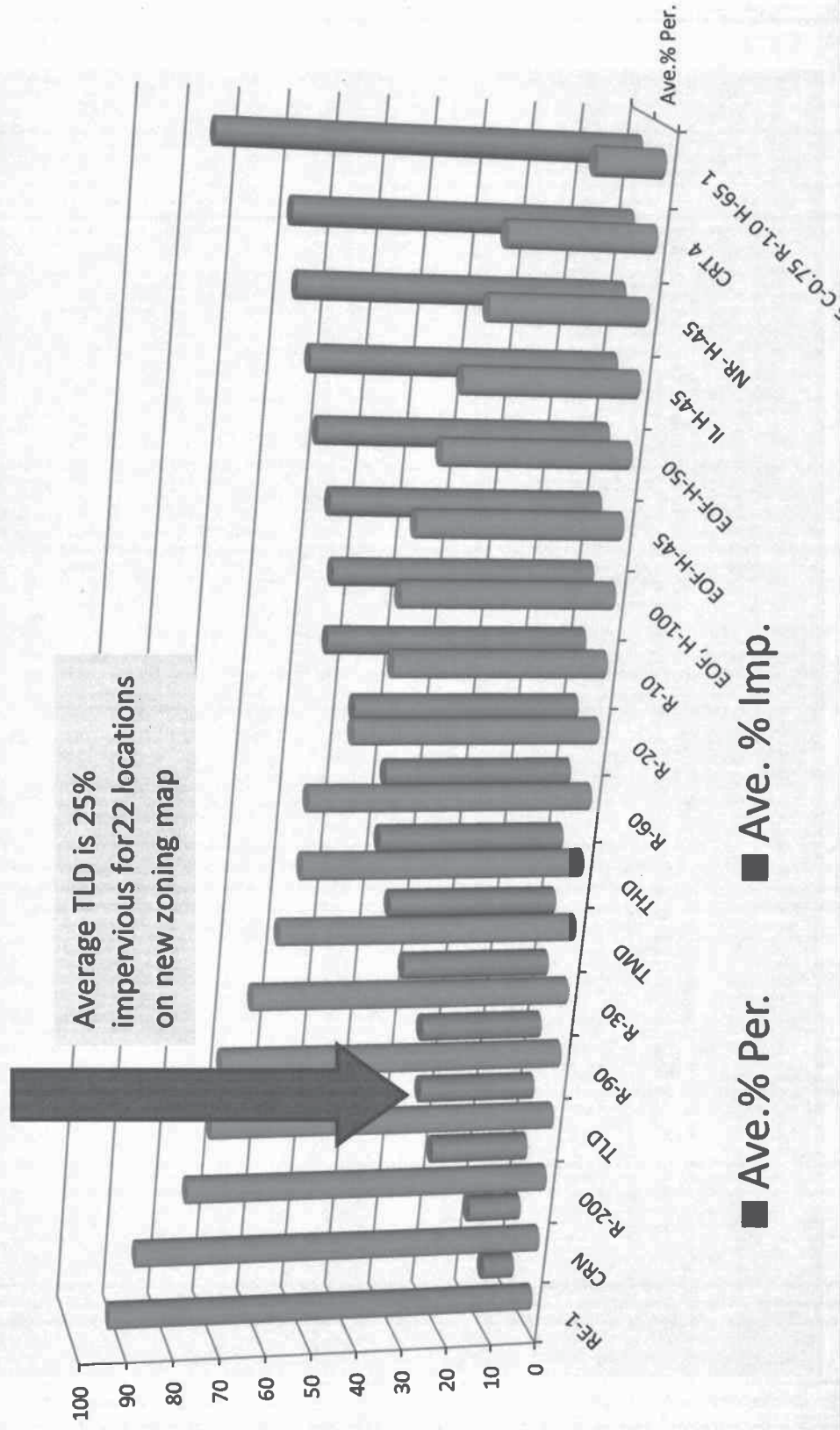
Montgomery Village storm water was designed to drain through pervious areas of the golf course or into common areas; many times the rainwater comes from a common area between yards before entering the street drains and then into streams.

MNCPPC Map from one section of Montgomery Village with a GIS overlay to include current impervious surfaces



TLD 3.88% Impervious area is currently Open Space/Recreation
TLD 30% and 43% impervious surfaces contribute to the damage of Cabin Branch, but its effects are reduced because water runoff is designed to go downstream into the golf course through pervious ground before reaching the stream.

2015 Averages: % Pervious & % Impervious Surfaces of Montgomery Village Proposed Zones



TLD is only a small portion of the all the zones impervious surface averages. It is better to look more closely at what is actually happening within each area.



A broader look at this part of Montgomery Village shows how the prior developer designed its open spaces as a means to drain water from our impervious surfaces onto areas where there are grasses and trees before entering the stream.

Existing County Overlay's with established impervious limits

- 1. Rock Creek Master Plan-** Limits were Designed to Protect Watersheds. Environmental hazards were minimized in their 2002 Master Plan.
- 2. Clarksburg Master Plan-** Limits were designed to reduce sediment and nitrogen loads from Ten Mile Creek.
- 3. Cloverly Master Plan-**Impervious Limits were used in the overlay zone. This places specific conditions on permits that would otherwise create unacceptable adverse impacts on the resources of Paint Branch.

CONCLUSION

**Add this GIS Layered Map of
% Pervious to % Impervious
to the Overlay Zone for the
Montgomery Village Master Plan**

<http://www.mcmaps.org/images/MV2.pdf>

MCP-CTRACK

RECEIVED
SEP 16 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

From: definos@verizon.net
Sent: Wednesday, September 16, 2015 10:14 AM
To: MCP-Chair; Kamen, Renee
Subject: Thank You for Listening at Sept 10th MV Master Plan hearing
Attachments: S DeFino 9-10 test.docx

I just wanted to take a minute to write you to thank you for listening to me about my concerns regarding development on the golf course. I've enclosed a copy of my comments. Thanks again.

Steve DeFino
Licensed Clinical Professional Counselor
National Certified Counselor
9611 Duffer Way
Montgomery Village, Md 20886

I am a resident of Montgomery Village and live directly adjacent to hole 4 on the golf course at 9611 Duffer Way. I have lived at this residence since 1996 after I purchased the property and one of the main reasons I purchased the property was because it backed to green space. The selling point for this residence was that the golf course would remain due to covenants that were executed between the original developer of the village, Kettler Bros, and the then owner Jack Dozer. I have two major concerns regarding the proposed development of the golf course.

First, density. The current owners of the course are proposing to put 600 units on a small section of land, approximately 49 acres, that is outside of what is mostly flood plain. These units according to their proposal are dense packed to ensure maximum profit for this company. This dense pack concept is totally out of

character with the current layout and character of the village and also with the original concept of the village. The developer's plan is initially to put 86 mostly back to back townhomes in the first phase on a small parcel of land that will ring Duffer Way. The proposed homes are unlike any other existing structures in the village, again out of character and will stick out like a sore thumb. If the master plan is approved as it stands now, 600 units, by very conservative estimates will bring in another 1800-2400 individuals and more to the point with today's "boarding house" approach in the village, more like 3000-4800 individuals. All over the village, if the foundation's board were to survey residents, would see a transition to multifamilies living in a single "boarding house type" residence. On our street alone, several houses have transitioned to this type of living arrangement adding to density and issues with parking. No longer are these homes of 2 vehicles, but more likely 4-5 and sometimes 6-8 vehicles per home. I am opposed to the planning board's proposal to change the zoning for this

initial area to high density and would recommend that it be designated as it currently is, recreational. We do not need any additional development in the village. The original town sector document stated that "proposed plans shall be accompanied by restrictions, agreements, or other documents indicating in detail the manner in which any land intended for common or quasi-public use but not proposed to be in public ownership will be held, owned, and maintained in perpetuity for the intended purpose." The document went on further to state, "The Planning Board shall examine the Proposed Preliminary Plan in order to determine whether: (a) the proposed plan is consistent with the Town Sector Plan, (b) In the opinion of the Planning Board the arrangements for the ownership and maintenance of the common land are workable and will result in the permanent preservation of such land for its indicated use and free of nuisances." I want to know how your new draft Master Plan is doing the job of protecting the privately held land in Montgomery Village, and why would you allow approximately 49

acres of designated "Private Recreation/ Conservation" land to be turned over to a developer to build houses on?

If the planning board is dead set on adding density to the village, the only feasible and logical recommendation would be for the planning board to allow development in Area 1 on the golf course. The proposed architecture and density would be more fitting adjacent to Middle Village where current architecture is much closer to the proposed development architecture.

Second, is traffic. Adding an additional conservative estimate of 1800 vehicles to an already traffic saturated area is ludicrous. The parking issues experienced in Clarksburg Village, Kentlands, King Farm and Crown Farm will only be repeated here in this proposed development if this change in zoning is allowed and development goes forward. The proposed development has not addressed the superfluous amount of vehicles that will need to be parked somewhere.

MCP-CTRACK**RECEIVED**
2015-0837
SEP 16 2015

From: Kimberly Shannon <deborahbredice@verizon.net>
Sent: Wednesday, September 16, 2015 1:48 PM
To: MCP-Chair
Cc: Kamen, Renee
Subject: Montgomery Village Golf Course

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Hello~my name is Deborah Bredice and I reside at 9614 Duffer Way in Montgomery Village. My story begins with my parents selling their home in Washington D. C. after thirty some years raising their six children and moving to Montgomery Village on 22 September 1978. I remember that date as though it was yesterday because I was moving with them along with a brother who was attending American University. I, myself was employed at the "Army Map Service," and so we both went from a couple miles of travel to twenty-three and up and down 270. When I saw the townhouse and the fact that it was built around a golf course I was elated. I also remember my Dad having a letter stating that the golf course would never be sold. My Dad's brother, Anthony J. Bredice purchased 9541 Duffer Way and moved in their home seven months before ours was available. My parents remained here until 2004 when they both passed thirteen days apart. My Uncle then followed a few years later. After their death, I was afforded a life occupancy according to the will and after my death, any proceeds would be divided among living siblings. At the time of my parents death, I was in a relationship for 21 years. I bought my siblings out and now own, along with my partner of thirty years 9614 Duffer Way. My little brother also purchased my Uncle's home across the street. My soul purpose in purchasing this home was the GOLF COURSE. I have soaked every penny I have into living here and I love it. We are generations of homeowners and obviously like purchasing homes from older family members. The reason for that is because we grew up learning how to care and live in a home and community that cares what our environment looks like. The Golf Course is what really sold these homes and to develop our community the way you propose is wrong. It is not affecting any other homeowners like it is the four hundred that actually live along the course. I hope and pray you will decide to do the right thing. Thank you for your time.

Respectfully,

Deborah A. Bredice

MCP-CTRACK

RECEIVED

SEP 17 2015

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

0862

From: Sylvia Lake <slakefpe@gmail.com>
Sent: Wednesday, September 16, 2015 4:22 PM
To: MCP-Chair

Dear Planning Board Members,

I have been a resident of Montgomery Village, specifically Maryland Place for 15 plus years.

I served on the Montgomery Village Board of Directors some years back and am presently on the Maryland Place Board of Directors for my subdivision, which abuts the golf course and Whetstone ES.

Recently, we learned that Monument Realty would be developing the Golf Course and adding over 500 homes. As with any development, I had the "not in my backyard response." For many years, the golf course was to be sold and at one time to be developed by EAI properties into old folks high rises. The deal fell through, largely, I guess because of resident opposition to the project.

Now, it seems MVF has duped it's own residents. I know that there is at least a small vocal majority of folks who care that do and did not want this development on the scale it is proposed. The process, with testimony allowed during the August weeks when many people were out of town, brought some opposition I am sure, but once MVF signed on their support, it seems it was a done deal.

My daughters and I walk the golf course regularly. There are large swaths of unbuild-able land and large ponds for drainage. There are a number of very tall Eastern White Pine, which buffer our neighborhood, which, I believe would have to be felled to make room for housing. There is a brook (I believe which is the Seneca Potomac branch creek) very pristine and pretty, which would be disturbed by the incursion of the additional roads and driveways which 500 town homes would present. As well, there is presently no point of ingress or egress, so another road would have to be added to take the population to and from Center way Road. Where does that go? Through the school zone?

I moved in to the community for the peaceful tranquility, the nature and the virtual wilds. I find it difficult to see how the proposed community fits into the arable land available on the golf course (I have looked at the plans and see how many of the units abut our back yards.

Please reconsider the scale of this development as planned. Please reduce the scale and limit the intrusion to adjoining communities. Please do not build additional access points and roads. Please limit the incursion to the wild areas and existing nature. There are even some wetlands at the rear of stream behind Centerway Park. Leave them intact.

Sylvia Lake
Board Member
Maryland Place Homes Corporation

9621 Marston Lane
Montgomery Village, MD 20886

Kamen, Renee

RECEIVED

SEP 17 2015

From: Margie DeFino <mmdefino@gmail.com>
Sent: Wednesday, September 16, 2015 7:58 AM
To: Kamen, Renee
Subject: Public Record-- Montgomery Village Master Plan

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PLANNING COMMISSION

Hi MS Kamen -

Thank you for thinking about our petitions and the deadline for the public inputs on the MV Master Plan. We certainly had expected them to be considered by both the staff and the planning board.

We didn't want to scan these electronically, as they contain names, addresses, and signatures. Will MNCPPC take a hard copy instead of an electronic version?

Given that it costs over \$30 to reproduce these, and you are indicating that the petitions we provided you could not be considered as they were provided prior to the official hearing record dates, can we get them back? We will come pick them up, and then assuming that a paper copy is acceptable, provide them to Joyce in the Planning Board office (is that the same building?). Or, alternately, is there any way to take this email as a request to forward the petition and neighboring resident affidavits to the Planning Board secretary, so that we do not have to make a special trip there to pick them up and then provide them again? That would be super helpful if so !

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☒ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$25000 (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

G.H. LEACH-LEWIS, 9719 DUFFER WAY, MONTGOMERY VILLAGES

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

PETER R JONES

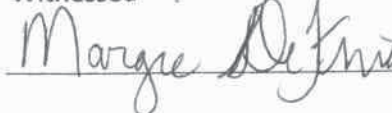
19825

GREENSIDE TERR
MONT. VILLAGE, MD

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Charlene Palmer



Signed:

9642 Duffer Way

Witnessed

Marge Kofino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

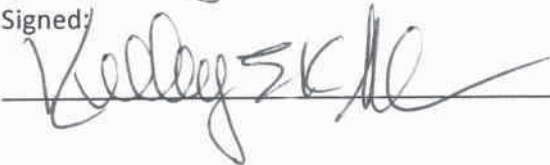
☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Kelley R. Allen 9526 Duffer Way

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Deborah L. Doyle 9735 Duffer Way

Signed:

Deborah L. Doyle

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Christopher L. Gramer 9549 Duffer Way

Signed:

Chris Gramer

Witnessed

Margie Alfano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Elaine N. Miller 9520 Duffer Way

Signed:

4/19/15

Elaine N. Miller

Witnessed

Margie DeFina

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Sahida B. Khan 9551, DUFFER WAY

Signed:

Sahida B Khan

Witnessed

Marge Alfino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Diane Krull 9617 Duffer Way.

Signed:

Diane Krull

Witnessed

Margie Marino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

ALICE M DILLON 9604 DUFFER WAY MONTGOMERY VILLAGE MD 20856

Signed:

Alice M Dillon

Witnessed

Margie Hejmo

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

KAREN PATRIAS 9535 DUFFER WAY

Signed:

Karen Patrias

Witnessed

Kathleen A. Barclay

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

FORBES R. BLAIR 9537 DUFFEL WAY, MV, MD 20856

Signed:

Forbes R. Blair

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Thur low & Lynda Switzer, 9510 Duffer Way, Montg Vill MD
20886

Signed:

Witnessed

Lynda Switzer Margie Defino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Thomas J. Doser, Jr. 9519 DUGGER WAY
Signed: [Signature] Witnessed: Margie Lefano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address: 9507 DUFFER WAY
SCOTT FORD MONT. VILLAGE

Signed: [Signature] Witnessed Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Jeffrey R Malone 9638 Duffer Way Montgomery Village MD 20852

Signed:

Jeffrey R Malone

Witnessed

Margie H. Jones

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

POLINA MALONE 9638 DUFFER WAY 20850

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Jody Earley 9549 Duffer Way Montgomery Village MD
Signed: Jody Earley Witnessed: Marge Klefino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

KAREN J. LENZ, 9609 DUFFER WAY, MONTGOMERY VILLAGE

Signed:

Karen J. Lenz

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

CHARLES A. LENZ, 9609 DUFFER WAY, MONTGOMERY VILLAGE

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Charles R. Scott 9602 Duffer Way
Montgomery Village, MD 20856

Signed:

Witnessed:

Charles R. Scott Patricia C. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Hillary Pettigrew, 9400 Duffer Way, Montgomery Vlg MD 20886

Signed:

Hillary Pettigrew

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Hakinder Mecheri 9631 Duffer Way FID 20886

Signed:

HAKINDER MECHERI

Witnessed

Patricia G. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Heida Woodruff

Signed:

Heida Woodruff

Witnessed

Patricia C. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

PATRICK BYRNE 9625 DUFFER WAY MONTGOMERY VILLAGE

Signed:

P. Byrne

Witnessed

Patricia G. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Deborah Byrne 9625 Duffer way Montgomery Village

Signed:

Adharad Byrne

Witnessed

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Patricia A. Bradley

9624 Duffer Way, Montgomery Village, Md

Signed:

Patricia A. Bradley

Witnessed

Margie McJin

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Vivonne Wall 9618 Duffer Way, Montgomery Village
Signed: [Signature] Witnessed: Margie Defino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Teresa Whitehead 9644 Duffer Way Montgomery Village MD 20886

Signed:

Teresa Whitehead

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

STEPHEN WHITEHEAD 9644 DUFFER WAY, MONTGOMERY, MD

Signed:

Steve Whitehead

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

MONTREZ M. DAVIS 9610 DUFFER WAY

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Kimberly M. Shannon

9614 Dufferin Way

Mont. Village Md 20886

Signed:

Kimberly M. Shannon

Witnessed

Arthur G. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$ _____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

M. A. WAHAB

9608 Duffer Way, Montgomery Village

Signed:

Awahab

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Roland Carretero 9528 Duffer Way

Signed:

Roland Carretero

Witnessed

Patricia G. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

9504 Duffer Way Montgomery Vls. MD 20884

Signed:

Paul Stute

Witnessed

Patricia A. Bradley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Arthur J. Burnham 9512 Duffer Way Montgomery Village MD 20886

Signed:

Arthur J. Burnham

Witnessed

Margie Defano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Gene Johnson

9503 Duffin Way

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

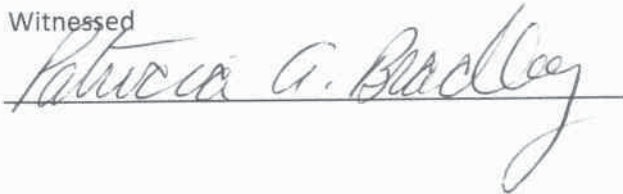
Property Owner Print Name and Address:

Adam Kelle 9515 Duffer Way

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Brianne Paugh 9605 Duffer Way

Signed:

Brianne Paugh

Witnessed

Patricia A. Buckley

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

IKE AKOR 9607 DUFFER WAY

Signed:

Ike Akor

Witnessed

Maryje NeJano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

EMERY D. WORTHINGTON 9524 DUFFER WAY

Signed:

Witnessed

Emery D. Worthington Marge Defina

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Tigist Baharu 9518 Duffer Way, Montgomery Village,

Signed:

Witnessed

Tigist Baharu

Margie Hefner

MP

20886

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Theresa McAuliffe 9523 Dutcher Way Montgomery Vlg MD 20886

Signed:

Theresa McAuliffe

Witnessed

Margie Nelson

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

DALE WEXLER 9640 Dufferin Way Gaithersburg, MD

Signed:

Dale Wexler

Witnessed

Margie Nefano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Melinda (Wilson) Attaway 1980D Greenside Ter.

Signed:

Melinda Attaway

Witnessed

Margie de Jimo

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

STEPHAN T. FAHERTY

Signed:

Stephan T. Faherty

Witnessed

Ann Doser

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☒ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

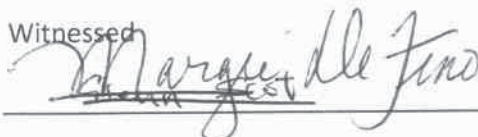
Property Owner Print Name and Address:

GILSON SCOTT 19814 GREENSIDE TERRACE

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Donna C Nelson 19806 Greenside Terr
Signed: [Signature] Witnessed Margie Heffner

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

NINA KASARI 19819 greenside Terr.

Signed:

Nina Kasari

Witnessed

Marge Mifano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Eugenia Grigorian 19815 Greenside Terrace
Signed: EUGENIA GRIGORIAN Witnessed Montg. Village MD 20886
Margie Alfano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Andrew Duncan 19809 Greenside Ter

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

TIMOTHY BOSARIO

19725 Greenside Terrace

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Greg Brown 9717 MEADOWCROFT LN. M.V.

Signed:

GREG BROWN

Witnessed

Marge Griffin

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Francine M. Hazel 9705 Meadowcroft Ln

Signed:

Francine M. Hazel

Witnessed

Margie M. Jino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Richard Hauer 19715 Greening Lane

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

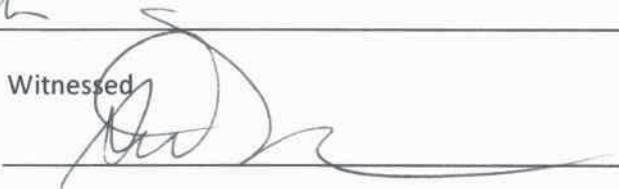
Property Owner Print Name and Address:

Cecil & Kerry Aliskah

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

9809 Meata

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

19811 Greenside Ter

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☒ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$25,000 (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

9813 Meadowcroft Lane Spittlesburg MD 20886

Signed:

Fazel Fatahi

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Marcia Huskey 9501 Duffer Way, MV, Md. 20886

Signed:

Witnessed

MARCIA Huskey [Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Carol & Ted Pappas 9626 Duffer Way

Signed:

Carol Pappas

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

GARRET KELLY 9623 DUFFER WAY

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Quentin Robinson 9621 Duffer

Signed:

[Signature]

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Anne Twist 9501 Duffer Way Montgomery Village, MD 20886

Signed:

Anne P. Twist

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Michael Klein

9511 Duffer

Signed:

MICHAEL KLEIN

Witnessed

Caneygo

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

DEBORAH TAMM 9633 DUFFER WAY MONTGOMERY VILLAGE 20816

Signed:

Deborah Tamm

Witnessed

Carol Rye

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Nancy S. King 9901 Shrewsbury St

Signed:

Nancy S. King

Witnessed

Marque Mofino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Margaret + Richard Rattan 9920 Shrewsbury Ct.

Signed:

Margaret Rattan

Witnessed

Margie Kline

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Melinda Nwoye 9928 Shrewsbury Ct. Montgomery Village, MD 20886

Signed:

Melinda Nwoye

Witnessed

Margie McFinn

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Chiara Specter-Naraino 2 Delcastle Ct.
Mont. Vlg., MD 20886

Signed:

CSpecter

Witnessed

Margie Hejira

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Alex Naleskiewicz, 20004 Hob Hill Way

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Samuel Stuart

Samuel Stuart

Signed:

20006 Hob Hill Way

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

20886

Bruce C. Johnson - 20018 Hob Hill Way, Montgomery Village, MD

Signed:

Bruce C. Johnson

Witnessed

Margie Alfano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

DEBORAH TAMURA 9633 BUTTERWAY MONTVIC. MD 20886

Signed:

Deborah Tamura

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Rodolfo Dimayuga 9813 Meadowcroft Lane

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

ARCHIE AVEDISIAN

9832 Meadowcroft Lane

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

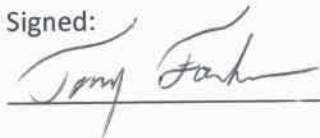
☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

TONY FARNHAM 9828 MEADOWCRAFT LN

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

MARTIN HALADY

Signed:

Martin A Halady

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

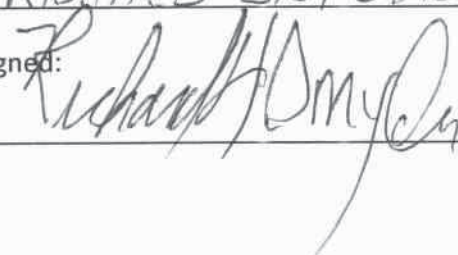

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

RICHARD SNYDER 13 MEADOWCROFT CT
Signed:  Witnessed: 

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☐ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

RICHARD SNYDER 9740 GREENSIDE TERR
Signed: Richard Snyder Witnessed: SD

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

BAYA S. McGree 1 Meadowcroft Court

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Norman Glick 9900 Shrausky Ct.

Signed:

Norman Glick

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Vincent Wallace 9908 Shrewsbury Lt.

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Carol Dobrzynski 9912 SAMPSON BURN CT

Signed:

Carol Dobrzynski

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

RON GIARRAFFA 9916 SHIREWSBURY CT. MONT-VILL, MD 20886

Signed:

Ronald C. Giarrffa

Witnessed

[Signature]

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

R. Sackler 9912 Dellaville Rd. Montgomery Village, Md

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

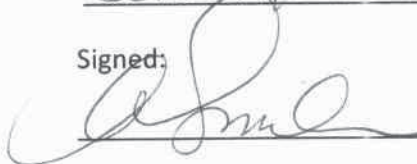
☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

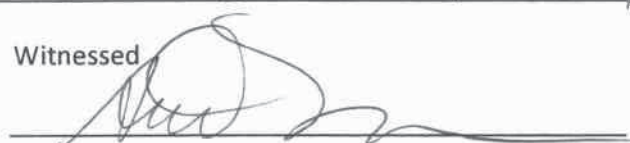
Property Owner Print Name and Address:

Ann Marie K. Smith 6 Dellcastle Ct. Mont. Village
MD 20888

Signed:



Witnessed



Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Louis J. Gicall, Jr. 22 DEILCASTLE CT.

Signed: Louis J. Gicall Witnessed: Marge Defino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Donna Lewis 19823 Greenside Terrace, Montgomery Village, MD 20888

Signed:

Donna Lewis

Witnessed

Marge DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Margaret Nathan 9615 Duffer Way 20826

Signed:

Margaret Nathan

Witnessed

Marge Nathan

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Carole Carter 9443 Chatterbox Place MV

Signed:

Carole D Carter

Witnessed

Marque Jefferson

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Samuel D. Yun 9628 Duffer Way

Signed:

Flora L. Yun

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

David Petersen 9443 Chatteray Pl Mont Vill. MD 20886

Signed:

David Petersen

Witnessed

Margie Refino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Jan Jones 9405 Chatteroy Pl.

Signed:

Jan E. Jones

Witnessed

Margie Alfano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$ _____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Mercy Filani 9403 Chatterbox PL Mont Vill Md 20886

Signed:

Mercy Filani

Witnessed

Margie Klefeno

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

David Costello 9409 Chatterbox Pl Gaithersburg MD 20886

Signed:

Witnessed

Margie Alfano

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

9413 Chatteroy PL

Property Owner Print Name and Address:

Don Shum

Signed:

Zola Odhano

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Red 9415 Chatterbox Pl. M.V., Md 20888

Signed:

Red Gairin

Witnessed

Margie McJannet

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Erin Grace 9417 Chatteroy Pl

Signed:

Erin N. Grace

Witnessed

Margie DeFino

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Alvin Rivera 9433 Chatterbox P.L

Signed:

Alvin Rivera

Witnessed

Margie McFinnis

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...*this is not the golf course which is to be used as park land and covenanted as perpetual open space.*").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Sergio Esmeral 9435 Chatteray Pl

Signed:



Witnessed

Dear MNCPPC Examiner, MVF Board, and MNCPPC Master Planner:

I am a property owner that lives directly next to the proposed phase-1 development on the Montgomery Village Golf course. I purchased my property in part due to the beautiful views and quiet open spaces behind my house. In 1980 Clarence Kettler sent our neighborhood a letter saying that he had written "restrictive covenants" into the sales agreement with the new owner, Mr. J. Doser, and that "no homes can, nor will, be built on this property". The 1980 MVGC sales contract stated that it "shall be binding upon and inure to the benefit of all successors, heirs, and assigns" of Mr. Doser, and that the property "shall be used as a golf club exclusively at least until such time as the Town Sector zoning expires" and that the property did not transfer with "any population density credits" of the TS Zone.

Monument Realty has, to date, not approached me with any request for a release from the restrictive covenants on the MVGC property as identified by Mr. Kettler. I call on MNCPPC to recognize and respect the covenants that were created at their request (ref. June 5, 1968 Case E-848 before the Hearing Examiner, Page 27. Mr. Glasgow testifying as to land to be given to the county: "...this is not the golf course which is to be used as park land and covenanted as perpetual open space.").

In reference to the proposal by Monument Realty to build townhouses on what is now called "Area 5", but was also known as Hole 3 and Hole 4" (property owner, please pick one of the 3 options, and keep one of 2 copies of this statement):

☒ I do not support the proposal, do not waive their rights under previous covenants, and do not waive their rights to a well maintained view of perpetual open space as established by Kettler Brothers. I also call on MNCPPC to retain the perpetual nature of this open space in any planned changes to the Town Sector zoning of the MVGC property.

☐ I do not waive my rights under the previous covenants, but may be willing to do so if adequately compensated for the change in zoning status, with a minimum compensation of \$_____ (suggested \$10,000 or \$25,000)

☐ I support the proposed project, and waive my rights to compensation for the change in zoning.

Property Owner Print Name and Address:

Carlos Valdez 9437 Crestway Pl

Signed:



Witnessed

Margie McJannet

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org











Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
Peter M. ZAWADSKI	Peter M. Zawadzki	9429 Chatteroy Place Montgomery Village 20886	am against the proposed housing development.	05 Feb 2014
ROBERT HALL	Rob. Hall	9709 MEADOWCREST AVE MONTGOMERY VILLAGE 20886	Against DEVELOPMENT	FEB 5/14
JILL GORDEN	Jill Gordon	9027 Duffer Way Montgomery Village MD 20886		2/5/14
Liz Conklin	Liz Conklin	20445 Meadows Pond Pl. Montgomery Village 20886	Any development must be reasonable and measured.	2/5/14
Susan Snay	Susan Snay	9505 Goppenwood Court Montgomery Village, MD 20886	Against any more development	2/5/14
Nicole Fellow	Nicole Fellow	125031 WOODFIELD SCHWARTZ GATHERSBURG MD 20882	"	6/5/15
CHARLOTTE PLUMMER	Charlotte Plummer	19101 ROMAN WAY 20886 MONTGOMERY VLG MD		6/6/15
Daniel Barbert	Daniel Barbert	20513 Oak Bluff Dr MV MD 20886	No new houses	6/6/2015
Rose Barbert	Rose Barbert	20513 Oak Bluff Dr Mont. Vill		6/6/15
ALEX KLINE	Alex Kline	9401 Chatteroy Place MONT. VILLAGE, MD		6/13/2015
Mercy Filbin	Mercy Filbin	9403 Chatteroy Pl MONT VILLAGE MD 20886		6/13/15
Jan Jones	Jan Jones	9405 Chatteroy Pl. MONTGOMERY VILLAGE, MD 20886	any table @ yahoo.com	6/13/15

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p> <p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>
----------------------------	--

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Charles Palmer		9612 Duffer Way	cpalmer1@verizon.net	4/2/15	
Margaret Nathan		9615 Duffer Way	margaretnathan@yahoo.com	4/6/15	
Katie Connolly		15217 Duffield Dr		6/6/15	
Maria Hall		20404 Cherryknock Ct.	maria.schwartz@comcast.net	6/6/15	
INGEBORG MCCRIGHT		902 Pheasant Run Dr.		6/6/15	
John H. Barry		19329 Cypress Hill Way	jhkmparry@verizon.net	6/6/15	
Laurel Martin		10547 Cambridge Ct.	Mart556@comcast.net	6/6/15	
RATHLEEN ARRY		19329 CYPRESS HILL WAY	jhkmparry@verizon.net	6/6/15	
KHAN		9812 Freshwater	Khan@comcast.net		
Jane + Lathey		20416 Aspenwood Ln		6/6/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other bidder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the Initial 88-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, half of 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
ROSA E GOMEZ	<i>Rosa Gomez</i>	874 Duxie Hill Rd. MV	RGOMEZ2@PETH.COM	5/2/15	
Diana City	<i>Diana City</i>	9620 Shadowbrook	Diana.City.DS@q.com	5/2/15	
RATRICIA TRAM	<i>Ratricia Tram</i>	96 Shadowbrook	Ratricia.Tram@q.com	5/9/15	
JESUS C. SIERRA	<i>Jesus C. Sierra</i>	8804 Downing Park	jesse.sierra@yahoo	5/2/15	
Sandra	<i>Sandra</i>	8804 Downing Park	MVMD	7/8/15	
ELENA DRAGU	<i>Elena Dragu</i>	7701 Woodmont MD	ELENA.DRAGU@C.YAHOO.COM		
MICHAEL DRAGU	<i>Michael Dragu</i>	7701 Woodmont MD	MICHAEL.DRAGU@C.YAHOO.COM	5/2/15	
Donna Lewis	<i>Donna Lewis</i>	19823 Greenside Terr		5/3/2015	
Donna Williams	<i>Donna Williams</i>	2046 Aspenwood Lane		6/5/15	
¹⁰ Susan Laessig	<i>Susan Laessig</i>	7504 Pennwood Dr		6-5-15	
¹¹ Florence Villars	<i>Florence Villars</i>	10163 Ridgevine Dr.	FVillars76@Gmail.com	6/6/15	

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org











Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.	
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.	

Printed Name	Signature	Address	Comment	Date
RICHARD A. SMAY	Richard A. Smay	9505 Aspenwood Ct, MV MD	600 homes is too much	Feb 5, 2015
Anta Soss	(Anta Soss)	17542 Wheatfield Dr, Derwood MD	We need open space	6/6/15
Chuck Shorne	CE Shorne	9925 Canal Rd, MV, MD	Keep density down please	6/6/15
Vicki Poonai	Vicki Poonai	9313 Grazing Terrace	More Green please	6/6/15
La Tang	La Tang	9313 Grazing Ter	Save the green	6/6/15
Mary Ann Robinson	Mary Ann Robinson	20129 Waringwood Way	Save the green	6/6/15
Matthew Dapway	Matthew Dapway	19205 Racine Ct.	Save the green	6/6/15
E. Moore	E. Moore	10093 Maple Leaf Dr 20886		6/6/15
Merissa Kase	Merissa Kase	921 Shadybrook Dr.	Keep density down	6/6/15
TRANG HUYNH	Trang Huynh	20022 Mattingly Terr, Gaithersburg MD		6/6/15
M. O'HARE	Michael O'Hare	19127 ROMAN WAY Mont. Vllg.		6-6-15
N. Lewis	Newton Lewis	19127 Roman Way Mont. Vllg.	don't need more traffic	6-6-15

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee





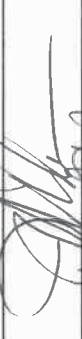







Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>	
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Vincent Wallace		9908 Shrewsbury Ct	—	4/29/15	
Carol Dobrzynski		9912 Shrewsbury Ct	—	4/19/15	
RON GARRAFFA		9916 SHREWSBURY CT	RGARRAFFA@HOTMAIL.COM	4/19/15	
Peggy Rattan		9920 Shrewsbury Ct.	RATTAN@COMCAST.NET	4/19/15	
Ricard Rattan		9920 Shrewsbury Ct	RATTAN@COMCAST.NET	4/19/15	
Louis P. Accardi		9904 Wallace Rd	9954ULAN@VERIZON.NET	4/19/15	
Robert Sackler		9912 Delcastle Rd	RSACKLER2006@COMCAST.NET	4/19/15	
Annmarie Smith		6 Delcastle Ct	annmarie711@yahoo.com	4/19/15	
Jodi Warshel		19821 Maycrest Way	jodiwarshel@aol.com	6/6/15	
Trey Warshel		19821 Maycrest Way	trwarshel@aol.com	6/6/15	

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
BRAO GARNER		9747 DUFFER WAY MONTGOMERY VILLAGE, MD	✓	2/5/14
Marilyn Andersen		2 Mastenbrook Ct MV, MD	✓	2/5/14
Suzanne Shinnick		9739 Duffer way MV, MD	✓	2/5/14
DONALD O'NEILL		9305 Kobe Way Montgomery Village, MD 20886	✓	2/5/2014
Thany Smyrdis		20405 Cherrystone Ct. Montgomery Village, MD	✓	2/5/14
Jason W. Lujan		19807 Calypso Lane Hav. in. US	✓	2/5/14
Fran Harmon		9521 Cape Anne Pl. Montgomery Village, MD 20886	✓	3/20/14
Wanda Hayes		1849 Bay Willow Circle Germantown, MD		6/6/15
Sonia Parkin		14508 Brassie Place Montgomery Village 20886		6/6/15
Luis G. Vides		19502 BRASSIE PL. MONTGOMERY VLG 20886		6/6/15
Victoria Salazar		9608 Napoleon Way	Want to keep the golf course!	6/6/15
Mary Spencer		9323 Weatherman Place		6/6/15

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee













Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Bruce C. Johnson	<i>Bruce C. Johnson</i>	20018 Hob Hill Way	bruce.johnson@comcast.net	4/19/15	
Alice Schneider	<i>Alice Schneider</i>	19724 Crested Iris Way	Mont. Village	6-6-15	
Rich Schneider	<i>Rich Schneider</i>	19124 Crested Iris Way	Mont. Village	6-6-15	
Fernando Gonzalez	<i>Fernando Gonzalez</i>	9707 Brasse Way	indigaparkle@gmail.com	6-6-15	
Eriqanne Gump	<i>Eriqanne Gump</i>	9707 Brasse Way	Montgomery Village	6-6-15	
Klingabeth Nandi	<i>Klingabeth Nandi</i>	10111 Watkins Mill Pl.		6/6/15	
Milton Olivares	<i>Milton Olivares</i>	20433 Meadow Pond Pl	MV Olivares22@yahoo	6/6/15	
Pamela Duchars	<i>Pamela Duchars</i>	9420 Brink Rd. Gaithersburg		6/6/15	
Linda Moody	<i>Linda Moody</i>	19576 Crystal Rock Dr. #11	—	6-6-15	
Charlene Hadden	<i>Charlene Hadden</i>	" " "	—	6/6/15	

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
Kevin Conroy		20203 Gentle Way, WV, MD		2/5/14
Frankie Whitlock		9769 Duffer Way	✓	2/5/14
Robin Huebner		9767 Duffer Way	✓	2/5/14
Joe Dobrzynski		9912 Shrewsbury Ct	✓	2/5/14
Carol Dobrzynski		9912 Shrewsbury Ct	✓	2/5/14
Howard Holland		9904 Shrewsbury Ct		2/5/14
David Costello		9409 Chatterbox Pl		1/3/15
Zola Odhavo		9413 Chatterbox Pl., Montgomery Village, MD		6/13/15
Neal Zarin		9415 Chatterbox Pl., M.V., MD		6/13/15
Erin Grace		9417 Chatterbox Pl MV, MD		6/13/15
Vicente Sosa		9419 Chatterbox Pl.		6/13/15
Alvin Rivera		9433 Chatterbox Pl.		6/13/15

6

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, half of 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Ken Merrill	<i>Ken Merrill</i>	9575 Briar Glenn Way		5/9/15	
James Luedeker	<i>James Luedeker</i>	9544 Briar Glenn Way		5/9/15	
Erica Oben	<i>Erica Oben</i>	9517 Briar Glenn Way		5/10/15	
Carly Kostakas	<i>Carly Kostakas</i>	9507 Briar Glenn Way		5/10/15	
5 Jan Hart	<i>Jan Hart</i>	9503 Briar Glenn Way		5/10/15	
Mark Bowles	<i>Mark Bowles</i>	9500 Briar Glenn Way		5/10/15	
Andrea Valencia	<i>Andrea Valencia</i>	9502 Briar Glenn Way		5/10/15	
SHeldon Probas	<i>SHeldon Probas</i>	9519 Briar Glenn Way		5/10/15	
Randi Boulé	<i>Randi Boulé</i>	9516 Briar Glenn Way	randi-gisela@yahoo.com	5/11/15	
10 Peter Stein	<i>Peter Stein</i>	9530 Briar Glenn Way		5/12/15	
11 Michael Giletti	<i>Michael Giletti</i>	20007 Hob Hill Way	optimize.life.michael@gmail.com	5/12/15	

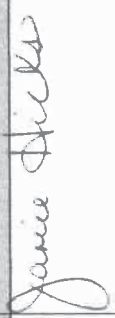


complete, please return to: Village Residents Committee, c/o Marge Defino, mmdefino@gmail.com, 9611 Duffer Way, Montgomery Village, MD 20886

Donna T. Davis 5/12/15

Petition to Protect Portions of the Montgomery Village Golf Course









Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>





Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Janice Hicks		19029 Mills Choice Rd #4 Mont Vg Md 20886	Janhicks36@hotmail.com	4/19/15	
MARK A. Hicks		19029 Mills Choice Rd #4 Mont. Village, MD 20886	hicks_marka@msn.com	4/19/15	
Yick George		19029 Mills Choice Rd #4 Mont. Village MD 20886		4/20/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents
Committee

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
REYNA PINOZ	Renee Pinoy	18620 Walkers Choice Rd Apt #6 Montgomery Village, MD 20886	Reddy9618@hotmail.com	4/18/15	
George Adamson	George Adamson	19039 Canadian Court Montgomery Village, MD 20886		4/18/15	
Nicolas Martinez		14721 Gunpowder way Montgomery Village MD 20886		4/18/15	
Andy Adamson		18427 Hallwood Ct		4/18/15	
John H. Davis		18909 MC (15) Lane Rd	snatey55@gmail.com	4/18/15	
Agamesh Pechorinski		4504 Whetstone Rd 20886		4/18/15	
Geoff Harrington		19309 CLUB HOUSE #104		4/18/15	
Jean Kwan		1804 Brassie Pl Montgomery Village		4/18/15	
SAMUEL BOKUN		9925 RIDGELINE DRIVE MD 20886		4-18/15	
Renee Barley	Renee Barley	9912 Walker House Rd Montgomery Village		4-18/15	
Jennifer Cross		10414 Cypress Ct MD 20886	jenifer.cross@comcast.net	4/18/15	











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Michael Hines		10283 Regal Line Dr Gaithersburg, MD 20886	Billionaire@yahoo.com	4/17/15	
Scott Godfrey		19500 Framingham D.C.		4/18/15	
Andee Dowling		23120 Bank Barn Ct Gaithersburg MD 20876		4/18/15	
Stuart Teich		1211 Bluebird Terrace Gaithersburg MD 20878		4/18/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the Initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Max Buerger		9 Downside Ct, Mont. Village, MD	maxbuerger@downside.net	4/12/15	
Kwan To		306 Potomac Ln. Gaithersburg		4/18/15	
Lau Wong		903 Curry Ford Ln Gaithersburg		4/18/15	
Debbie Doyle		9735 Duffer Way	beatlesnseuss@gmail.com	4-18-15	
Dave Sickle		19020 Leatherbark Dr Gaithersburg, MD	dsickle22@gmail.com	4/18/15	
Sue Sickle		19020 Leatherbark Dr	skizzle22@gmail.com	4/18/15	
Christopher Gramer		9549 Duffer Way	cgramer@gmail.com	4/19/15	
Sook-Yi Yong		9549 Duffer Way	yongsy@gmail.com	4/19/15	
Samuel D. Yun		9628 Duffer Way		4/19/15	
Andrew Mason		9829 Meadowsdale Lane	andrew_m_mason@gmail.com	4/19/15	

Petition to Protect Portions of the Montgomery Village Golf Course

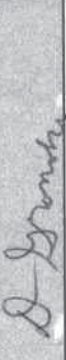










Village Residents Committee

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.

Action petitioned for

We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
GRONSKY DOROTHY		9833 MEADOWS ROAD	JOHN.GRONSKY@VERIZON.COM	4/19/15	
Nancy Stevenson		6 Meadows Profit Ct	W.Martell@aol.com	4/19/15	
Nancy King		9901 Shrewsbury Ct	NK102@aol.com	4-19-15	
Michael Bright		9909 Shrewsbury Ct	mbright05@hotmail.com	4-19-15	
Melinda Nwoye		9928 Shrewsbury Ct.	mdnwoye@gmail.com	4/19/15	
Wladimir Naranda		8 DELLASTIE CT	WNLARAND@ECT.VIRGO.COM	4/19/15	
Laura Gieske		22 Decoursey Ct.	Gieske@AOL.COM	4/19/15	
Alexandra Kowicz		20004 Hobbs Hill Way	alexandra.nale@hotmail.com	4/19/15	
Mike Kelly		20009 Hobbs Hill Way	mkellyj579@yahoo.com	4/19/15	
Janice Ware		20006 Hobbs Hill Way	Janice.Ware2002@gmail.com	4/19/15	
Sam Stuart		20006 HOBBS Hill Way	SSstuart2009@yahoo.com	4/19/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Kelly Tilton	Kelly Tilton	18608 Muncaster Rd 20855	TILTONT376@aol.com	4/16	-
Kellyell101	Kellyell101	2304 Clark St Nix & Clarkburg Md		4/16	
Kelvin Bradie	Kelvin Bradie	9603 Duffer Way		4/17	
Maurice Karbassi	Maurice Karbassi	19442 Sandplate Dr. Md 20879	mke1221@live.com	4/18	
Robert Durst	Robert Durst	2 Desellum Ave Glens, Md 21889	py21000.com	4/18	
Amira Susi	Amira Susi	17542 Wharf Fall Dr Derwood		4/18	
Loretta Durst	Loretta Durst	71 Desellum Ave Derwood		4/18	
Kelley Knight	Kelley Knight	9506 Duffer Way		4/18	
Dana Kirby	Dana Kirby	7885 Briarclay Terr. Derwood		4/18	
Nimile Sin	Nimile Sin	18608 Muncaster Cir MD 20855		4/18	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Conven Boyd	<i>Colleen Boyd</i>	9816 meadowcroft lane	cnichaleboyd@gmail.com	4/19/15	
Robert Dinnigan	<i>Robert Dinnigan</i>	9813 Meadowcroft Lane	9undinwvga@yahoo.com	4/19/15	
Tony Farnham	<i>Tony Farnham</i>	9828 MEADOWCROFT LANE	FARNHAM@ASTRO.UMD.EDU	4/19/15	
Carrie Farnham	<i>Carrie Farnham</i>	1828 Meadowcroft Ln	mail4cyf@yahoo.com	4/19/15	
<i>Mary Ann</i>	<i>MARY ANN</i>	9832 meadowcroft lane		4/19/15	
MARTIN HARTMAN	<i>Martin Hartman</i>	21 Meadowcroft Ct.	doctmhsldzy@verizon.net	4/19/15	
Richard H Snyder	<i>Richard H Snyder</i>	13 Meadowcroft	Dukes Diva	4/19/15	
Rayna McCre	<i>Rayna McCre</i>	1 Meadowcroft	Rayamccree@gmail.com	4/19/15	
Stefanie Morgan-Davis	<i>Stefanie Morgan-Davis</i>	2 Meadowcroft Ct	stefnik2@mac.com	4/19/15	
Norma Calisto	<i>Norma Calisto</i>	9905 Shrewsbury Ct	huckylog@gmail.com	4/19/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.

Action petitioned for












We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
GARY KLUPIS	Gary Klupis	19709 Greenside Ter	garbklupis@yahoo.com	04/12/15	
Richard Nauer	Richard Nauer	19718 Greenside Ter	Buckserc@aol.com	4/12/15	
Denise Neller	Denise Neller	19715 Greenside Ter	DNOLLER@aol.com	4/12/15	
Donald Koss	Donald Koss	19702 Greenside Ter		2015-04-12	
Ayanna Epps	Ayanna Epps	19708 Greenside Ter	Ayanna.e@gmail.com	4-12-15	
Christine Angotti-Watts	Christine Angotti-Watts	19730 Greenside Ter	Christine.Watts@rocketmail.com	4/12/15	
Carol Houston	Carol Houston	19742 Greenside Ter	carol-trinity357@msn.com	4/12/15	
Greg Boyle	Greg Boyle	19802 Greenside Ter	boyleclay1966@gmail.com	4/12/15	
Kerry & Jamie Alden	Kerry & Jamie Alden	19821 Greenside Ter		4/12/15	
Art Eustace	Art Eustace	19811 Greenside Ter	art.eustace@gmail.com	4/12/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>		
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>		

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Rose H Johnson		19707 Greenvale Tr.	ryjohnson1972@gmail.com	4/11/15	
Robert Schen		2031 Upper Row Ten.		4/11/15	
MICHE HANSEN		11107 Row View		4/12/15	
Keith Lilienfeld		LEAF WAY GERMANTOWN			
Michelle Thorne		72002 Hob Hill Way		4/12/15	
		19908 Chestnut Pointe Rd		4/12/15	
Abeyewera		23207 Arora Hills Dr		4/12/15	
STEPHAN FARMER		19745 GREENSIDE TERR	STEFANFARMER@GMAIL.COM	4/12/15	
Muhammad Adallah		19729 Greenvale Terr	m023@unbc.edu	4/12/15	
Timothy Rosario		19725 Greenvale Terrace	slorjay85@gmail.com	4/12/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Silvia Chavez		Running Cedar Ct	German town	04-05-15	
MERIDITH FAY		19221 MONTVILLE	MV, MD	4/15/15	
Eva Davila		19329 Frederick Rd	Gtown, MD	05/18/15	
William J. M. J.		12002 Grey Eagle Ct	German town MD	5/1/15	
Eric Wachs		366 Chiselstone Pl	Schweitz MD	5/14/15	
Leonard DAVIS		11467 Brundidge Feil, Grants	Shopsteward 639 AGMail.com	4-5-15	
Cemil Alisbakh		19821 Granside Terrace	20886 alisbakhc@gmail.com	4/6/15	
JILL GORDEN		9627 DUFFER WAY	auxx521@yahoo.com	4/6/15	
POIUNA MALONE		9638 Duffer Way	varinove@gmail.com	04/06/15	
Jeffrey Malone		9638 Duffer Way	jeffreymalone@gmail.com	04/06/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>	
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Andrew Duncan		19809 Greenside Ter		4/14/15	
Chris Pusierino		19750 Greenside Ter	Chris.Pusierino@gmail.com	4/11/15	
Gaia Mhawedeen		19744 Greenside Ter		4/11/15	
Joan P. Dean		19728 Greenside Ter		4/11/15	
Annmarie Spenger		19736 Greenside Ter	Reez partylite@aol.com	9/11/15	
Carl H. Spenger		19736 Greenside Ter	CSpenger@outlook.com	4/11/15	
SPENYRITA A SWIFT		19724 Greenside Terrace		4/11/15	
Bruce Penny		19724 Greenside Terrace	bruce258@hotmail.com	4-11-15	
Igor Goldman		19700 Greenside Terrace	igorokt@serizen.net	04/11/15	
Patricia Harkin		19701 Greenside Terrace		04/11/14	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>		
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>		

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Diane Jones		19811 Greenside Ter	diane.jones@comcast.net	4/12/15	
Francine Hager		9705 Meadowcroft	Phazetcl@comcast.com	4/12/15	
Greg Brown		9717 Meadowcroft Ln	gibrown-18@hotmail.com	4/12/15	
Benji Ferlage		9717 Meadowcroft Ln	jpage699@comcast.com	4/12/15	
Sharon MacFarland		9801 Meadowcroft Ln	smcfarland@charter.com	12 April 15	
Tish Niffenegger		9809 Meadowcroft Lane	tniff2@yahoo.com	4/12/15	
Tim Mooney		9809 inner st	"	4/20	
Farzad Fattahi		9812 meadowcroft	f.fattahi@cybmanagement.net	4/12/14	
Meghan A. Esler		9821 Meadowcroft Ln		4/12/14	
RANDON P. LANGE		9821 Meadowcroft Ln	sr10ng123@gmail.com	4/12/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Denise Humphries	<i>Denise Humphries</i>	21 GARFIELD & GAITHERSBURG RD		4/25/15	
Wanda Welsh	<i>Wanda Welsh</i>	24001 Santa Ana Dr Damascus		4/25/15	
Maureen Lyden	<i>Maureen Lyden</i>	8724 Hawkings Creanery		4/25/15	
Holly King	<i>Holly M. King</i>	10413 Maynard Ct Damascus VA		4/25/15	
Debbie Bradlock	<i>Debbie Bradlock</i>	105 New Blvd W, SS 20801		4/25/15	
MARAE LYNCH	<i>Maralee Lynch</i>	24309 Preakness Dr. Damascus MD 20812		4/25/15	
Julie Sain	<i>Julie M. Sain</i>	27713 Barnes Rd		4/25/15	
Elizabeth Carey	<i>Elizabeth Carey</i>	22608 Fitzgerald Dr. Gaithersburg		4/25/15	
Susan Berger	<i>Susan Berger</i>	26011 Brigadier Pl Damascus VA		4-25-15	
Adia Haynie	<i>Adia Haynie</i>	23700 Elin Gaithersburg		4-25-15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p> <p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>
----------------------------	---

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Jillian Konoshima		24 Ramsdell Ct Gaithersburg MD	jkonoshima@aol.com	4-25	
LINDA GUTIERREZ		153 WATKINS STATION CIR GAITHERSBURG ARTC	gutierrezl130@aol.com	4-26	
DAN LAWE		204 PARK AVE #406 Gaithersburg MD		4-26	
Karin Platho		18226 AUSTIN ELIZABETH DR MD		4-26	
Mojan Hosseini		10100 FALLS RD POTOMAC MD	hosseini.mojan@yahoo.com	4-26	
Vera Glazkova		1882 Purple Martin Lane	vera.g1@ver100.com	4/26	
JOHN MOYER		117 WATKINS STATION CHASSAULT CAMP	IMOYER215@AOL.COM	4/26	
Chris Grossnickel		11613 Settlers Cir Gaithersburg		4/26	
Wendy Carr		11340 Downing St Gaithersburg	Wendy.Carr@ver100.com	4/26	
Natasha Sherkova		Wendy place Gaithersburg MD		4/26	

Petition to Protect Portions of the Montgomery Village Golf Course












Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the Initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kattler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, half of 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
YOUNE JACOBSEN	<i>[Signature]</i>	9404 Gattle Circle Mont Village MD		2 May	
DANCHOGEDES DUBBY	<i>[Signature]</i>	9606 Shagley Oak Huntington 20886		May 2	
KIMBERLEY WALDRON	<i>[Signature]</i>	26407 Shadow Oak Ct. Mont Village, MD		May 2	
THOMAS WILSON	<i>[Signature]</i>	20407 Shadow Oak Ct MONT VILLAGE MD		MAY 2	
CARA RUNKLE	<i>[Signature]</i>	2 Vineyard Haven Ct Mont. Village, MD 20886		MAY 2	
DONALD KLEIN	<i>[Signature]</i>	20024 Doolittle St Mont. Village 20886		May 2	
LISA SCHUSTER	<i>[Signature]</i>	20024 Doolittle St. 20886		May 2	
LINDA JAMES	<i>[Signature]</i>	14140 Brighton Park R. Gaithersburg		May 2	
MOLLY HIGGINS	<i>[Signature]</i>	8100 Montgomery Ln 20879		5/2/15	
¹⁰ HONDE GILLES	<i>[Signature]</i>	9828 Derryton Ct 19744 Crested Iris Way	Gaithersburg v. 11	5/2/15	
¹¹ MAYRA AMADOR	<i>[Signature]</i>		Montgomery Village	5/2/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other bidder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the Initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, half of 11, and 13-16. Montgomery County should protect Fairways 1-6, 12, 17, and 18 and enforce the restrictive MVGC covenants there.
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Omar Amador		19744 Crested Drive Way	Newgreen Village	09/01/15	
Bob Breiner		5 Shawcross CT	mont vill	05/06/15	
Joanne Breiner		5 Shawcross CT	mont vill	05/06/15	
John Sany		1011 N. 1st St	Mont Vill	5/7/15	
Michael Van		19639 Club Lake Rd		5/2/15	
Rose Slater		19819 Barrington Place	mont. Village rd	5/2/15	
Anthony Sibus		19819 Barrington Pl	Mont Village	5/3/15	
Chris		19624 Club Lake Rd	Zat, T, e @ AOL	5/2/2015	
Marcia Tanner		9713 Nordstrom Ct. NW.		5/2/15	
Martha Mimbreno		2031 Hob Hill way			
Alicia Haughey		18911 mill's Choice Rd	M.V.	5-2-15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other bidder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, half of 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Barb Henry Gregg Conklin	<i>Barb Henry</i> <i>Gregg Conklin</i>	21046 Woodfield Rd Gaithersburg, MD 20888	h	5/2/15	
Liz Conklin	<i>Liz Conklin</i>	20442 Meadow Pond MVMD		5/2/15	
Robin Lee	<i>Robin Lee</i>	19807 Billings Ct. MVMD		5/2/15	
* Kim Polk	<i>Kim Polk</i>	1609 Billman Ln SSMD		5/2/15	
Rich Szwere	<i>Rich Szwere</i>	18825 S. Meadow Lane, MV		5/2/15	
Paul Rabenhof	<i>Paul Rabenhof</i>	19220 Drumridge C.R. MV		5/2/15	
MABEL OLIVERA	<i>Mabel Olivera</i>	1 BRASSIE CT MD	punta de leste@yahoo.com	5/2/15	
Vanessa Robinson	<i>Vanessa Robinson</i>	9431 Gentle Cir. Gaithersburg MD 20884		5/2/15	
10 Andrea Page	<i>Andrea Page</i>	9471 Gentle Cir. Gaithersburg MD			
11 NICHOLAS DELANO	<i>Nicholas Delano</i>	24009 HAWKINS COUNTRY CT LYONS VILL		5/2/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Andriy Shutsor		16 Grant St 4182 Gaithersburg MD		4/26/15	
DAVID KIM		11413 CEDBURY LANE, GAITHERSBURG MD 20876		4/26/15	
Cherile Kilgore		12306 Sweetbough G'ing 20878		4/26/15	
LAREN EVANS		913 BRANSON CT. GAITHERSBURG MD 20878		4/27/15	
Tom Evans		17717 Elgin Rd. Rockville, MD 20857		4/27/15	
KATHLYN TAN		19811 Filbert dr. 20879	Kathlyn.Tan@gmail	4/27/15	
Thomas Armstrong		18738 Martins Landing Dr, Germantown, MD 20874		4/27/15	
Laurie Newton		3330 Spartan Rd #680, Gaithersburg, MD 20878	jazzlan76@yahoo.com	4/27/15	
Christine Pratt		18235 Lost Lake Cir. Montgomery Village MD 20886		5/2/15	
John M. Regan		9417 Crestview Pl, Gaithersburg, MD 20878		5/2/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Jeffrey Kout		13534 Awele Terrace Germantown	JeffKout@Yahoo.com	4/4	
Gleno Johnson		9503 Duffer Way	Gleno.j@me.com	4/4/15	
Virginia Roth		9521 Duffer Way	VRoth@gmail.com	4/4	
Peter-Boy Lowelly		9501 Duffer Way	newelln58@yahoo.com	4/4	
Arthur J. Burdham		9512 Duffer Way	ArthurJBurdham@gmail.com	4/4	
Tom Steele		9504 Duffer Way	tpsterk@mac.com	4/4	
Pam Steele		9504 Duffer	tpsteele@mac.com	4/4	
Ricardo Delacruz		9508 Duffer	richardo.delacruz@att.net	4/4	
Roland Carretero		9520 Duffer Way	Roland.Carretero@gmail.com	4/4	
M. A. WAHAB		9608 Duffer Way		4/4	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee












Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development is only appropriate on the clubhouse site (Area 1), Fairway 10, 11, and 13-16. Montgomery County should protect Fairways 1-8, 12, 17, and 18 and enforce the restrictive MVGC covenants there.	
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. The proposed DPA1501 should be rejected now.	

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
PATRICK BYRNE	D. Byrne	9625 DUFFER WAY	TeeLynbyrne@gmail.com	4-24-15	
Deborah BYRNE	Deborah Byrne	9625 Duffer Way	TeeLynbyrne@gmail.com	4-4-15	
HARINDER MEHRI	Harinder Mehri	9631 9631 Duffer Way	mharinder@yahoo.com	4-4-15	
BRUNDA WOODRUFF	Brunda Woodruff	9629 Duffer Way		4-4-15	
Hillary Lettengruber	Hillary Lettengruber	9600 Duffer Way	HLettengruber@yahoo.com	4-4-15	
Charles R. Scott	Charles R. Scott	9602 Duffer Way		4/4/15	
Jody Earley	Jody Earley	9549 Duffer Way		4/4/15	
FAYES B/DAK	Fayes B. Dak	9537 Duffer Way	hyanamose@yahoo.com	4/4/15	
KAREN BARRAS	Karen Barras	9535 Duffer Way	KARASCOVERSONOT	4/4/15	
ADAM KOLLE	Adam Kolle	9515 Duffer Way	Kolletraig@gmail.com	4-4-15	

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.	
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.	

Printed Name	Signature	Address	Comment	Date
Hillary Pettegrew		9400 Duffer Way	DUP	2-5-14
Michael Pechonicki		9504 Winstone Dr		2/5/14
Algonesh Pechonicki		" "		2/5/14
Margie Steve Detino		9611 Duffer Way	DUP	2/5/14
Henriella CULPEPPER		9771 Duffer Way	✓	2/5/14
RANDY CULPEPPER		" "	✓	2/5/14
Kimberly Tomasi		9729 Duffer Way	✓	02/05/2014
J. A. Stewart		9765 Duffer Way	✓	2/5/14
BOBBIE HUBBARD		9417 Bethany Place	✓	2/5/14
Jen Schiller		9402 Gentle Circle	✓	2/5/14
Lee Menzies		9769 Duffer Way	✓	2/5/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org













Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
J. Marie Keller	J. Marie Keller	17 Darlington Court		2/16/14
Dannan Lotvin	Dannan Lotvin	20220 Darlington Dr		2/16/14
FRANK MILOTA	Frank Milota	20205 DARLINGTON DR		2/16/14
CHRISTINE MIKOTA	Christine Mikota	20205 DARLINGTON DR		2/16/2014
JOYCE DYER	Joyce Dyer	8535 FOUNTAINVIEW DR.		2/16/2014
Judith A. Kraus	Judith A. Kraus	20216 Darlington Drive		2-16-14
Emang Gao	Emang Gao	20220 Darlington Drive		2-17-14
ED KILROY	Ed Kilroy	20165 Darlington Dr.		2-17-14
Moise Lovel	Moise Lovel	20153 Darlington Dr		2-17-14
David Milder	David Milder	20149 Darlington Dr		2-17-14
Margaret Milder	Margaret Milder	20149 Darlington Dr		2-17-14
Rizwan Shah	Rizwan Shah	20142 Darlington Dr		2-13-14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
TM Walton		20217 Darlington Dr.		2/16/14
DE Walton		20217 Darlington Dr.		2/16/14
R. C. L. WISEN		20221 Darlington Dr.		2/16/14
Jaime Linder		20221 Darlington Drive		2/16/14
Andrew Dunham		19808 Greensboro Terrace		2/16/14
L. E. VAREZ		20233 DARLINGTON DR.		2/16/14
BETTY VAEGO		20233 Darlington Dr.		2/16/14
MOHAMMAD SHABOOR		20249 Darlington Dr.		2/16/14
Lisa Wilk		20257 Darlington Dr.		2/15/14
Teaching Chen		20260 Darlington Dr.	I do not like the golf course removed	2/15/14
REBECCA SMITH		9 Darlington Court		2/16/2014
Dane Wright		13 Darlington Ct		2/16/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.

Printed Name	Signature	Address	Comment	Date
Michael J. Kurylo	<i>Michael J. Kurylo</i>	201411 Darlington Dr		2/17/14
CHARLES DUFFENY	<i>Charles Duffeny</i>	20137 DARLINGTON DR		2/17/14
ALAN MANA	<i>Alan Mana</i>	20160 DARLINGTON DR		2/17/14
Geoffrey McFadden	<i>Geoffrey McFadden</i>	20117 Darlington Dr		2/17/14
Kevin McLeod	<i>Kevin McLeod</i>	20112 Darlington Dr		2/17/14
Cindy Holly	<i>Cindy S. Holly</i>	20204 Darlington Dr		2-17-14
Scott John Duggan	<i>Scott John Duggan</i>	20250 Darlington Dr		2/12/14
MICHAEL HERZFELD	<i>Michael Herzfeld</i>	20232 DARLINGTON DR		2/12/14
ALAN C. LEVINE	<i>Alan C. Levine</i>	20204 DARLINGTON DRIVE		2-17/14
ANITA LEVINE	<i>Anita Levine</i>	20204 DARLINGTON DRIVE		2/17/14
LYNNE HYDE	<i>Lynne Hyde</i>	20157 DARLINGTON DR		2-17/14
Demise Witte	<i>Demise Witte</i>	20212 Darlington Dr		2-22/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.

Printed Name	Signature	Address	Comment	Date
Samantha Conroy	<i>S Conroy</i>	9743 Duffer Way	✓	3/2/14
Kevin Conroy	<i>K Conroy</i>	9743 Duffer Way	✓	3/3/14
Christopher Ahalt	<i>Christopher R Ahalt</i>	19205 Dunbridge Way		3/2/14
Susan Ahalt	<i>Susan J. Ahalt</i>	19205 Dunbridge Way		3/2/14
John J. Ahalt	<i>John J. Ahalt</i>	19205 Dunbridge Way		3/2/14
Sergio Esmeral	<i>Sergio Esmeral</i>	9435 Chatterbox Pl		6/13/15
Carlos Valdez	<i>Carlos Valdez</i>	9437 Chatterbox Pl		6/13/15
Carole Carter	<i>Carole Carter</i>	9443 Chatterbox Pl		6/13/15
David Peterson	<i>David Peterson</i>	9443 Chatterbox Pl		6/13/15

VillageCitizens.org

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.</p>
Action petitioned for	<p>We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.</p>

[illegible]

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.

Action petitioned for









We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Judith Klein	Judith Klein	9571 Duffer		4/11/15	
JOSE ARROYO	Jose Arroyo	9502 DUFFER WAY		04/11/15	
Deane Raphael	Deane Raphael	9636 Duffer Way		4/12/15	
Mark Raphael	Mark Raphael	9636 Duffer Way		4/12/15	
Tali Raphael	Tali Raphael	9636 Duffer		4/12/15	
Marcia Huskey	Marcia Huskey	9501 Duffer Way		4/12/15	
Debra A. Tamm	Debra A. Tamm	9633 Duffer Way	dabrac1021@hohm.com	4/12/15	

Petition to Protect Portions of the Montgomery Village Golf Course













Village Residents Committee

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Jane Belyakov		9153 Centerway Rd		4-11-15	
Jana Stuart-Stone		10830 Wild Apple Cr		4/11/15	
Vincent Green		1439 Leysmarway			
Shawn Dean		104 Park Dr, Apt. 408 Crk	sons10are@comcast.net	4/11/15	
Danena Bud...		10318 Royalwoodscourt	Marofval@igodanet.com	4-11-15	
C. Nard...		9992 Forestview place	sb629co@H-Gov	4-11-15	
Oscar Ol...		18425 Whitestone Circle	Et	4-11-15	
Eduardo Laserna		Harley Farms		4/11/15	
Printed Name	Signature	18425 Whitestone Circle Montgomery Village MD street address		4/11/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Miguel Familia		1806 Walker's Choice Rd MD 20886		4/11	
Pushpa Sharma		1212 Robinwood		4/11	
Kris Sharma		1212 11		4/11	
Jarishatharasan		10124 Stedwick Rd		4/11	
Jenay Harrison		10124 Stedwick Rd		4/11	
EDWIN M. LOPEZ		69 TRAVIS CT, MD 20886		4/11	
Maribyn Taylor		10118 Little Rock Rd.		4/11	
Melanie McMillan		10628 Wayridge Dr,		4/11	
MARJORIE HARRIS		18510 Baysberry Dr. FORT. 191		4/11	
Maria Lopez		9804 Dainton Ct Montg. Village MD 20886		4/11	
Carolina Martinez		18115 Walker's Choice Rd Montgomery County MD 20886		4/11	
Prene Star		9907 Bridge Line Dr		4/11	

Petition to Protect Portions of the Montgomery Village Golf Course April 23rd



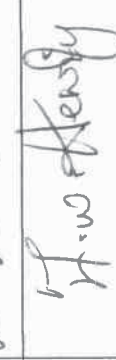



Village Residents Committee

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Juan Carlos Acosta	[Signature]	1224 Travis View Ct.	—	4/11/15	NO
Christina	[Signature]	19500 Burkhead Way		4/11/15	NO
Justin Gibson	[Signature]	9811 Washington Blvd		4/11/15	NO
Terry Ellis	[Signature]	16901 Sandstone Way		4/11/15	Preserve
Ryan Abate	[Signature]	Montgomery Village 147 Watkins Station C/D 3911 Pursuing Way 20075	—	4/11/15	Preserve Golf Course
William	[Signature]	8275 Apple Hill Cir		4/11/15	
Maize	[Signature]	Quantum 20075		4/11/15	
Jeanne GALL	[Signature]	18709 Watkins (Horse and) Montgomery Village MD 20886		4/11/15	Preserve
Breana Williams	[Signature]	Quadragesima Mont Village, MD		4/11/15	
CIT mador	[Signature]	10518 Apple Ridge Road		11 APRIL 15	
Josefine Wang	[Signature]	12521 Eagle View Way Germantown MD 20886		4/11/15	
Chiara Specchio-Murphy	[Signature]	2 Delecastle Ct. Mont. Vlg, MD 20886		4/11/15	
Brianna Garcia	[Signature]	18737 Pier Point Place Mont. Village, MD 20886		4/11/15	NO

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

<p>Petition background</p>	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6, 7, 8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
<p>Action petitioned for</p>	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Beverly Dilbeck		19029 Mills Choice Rd Montg Village, MD 20886	Richardson b I Covenants net	4/11/15	
Pat Gallagher		10501 Apple Ridge Rd Mont Village MD 20886		4/12/15	
Florence Henry		10221 Mills Stream Drive Mont Vill. MD. 20886	Flathewery @ Yahoo. com	4/12/15	
Deborah McNally		9715 DUFFER WAY MONT. VIL MD 20886		4/12/15	
Dane Hollis		10507 Cambridge Court Montgomery Village, MD 20886		4/12/15	
Lawrence Deane		18614 Pinter Ln Gaithersburg MD 20878		4/12/15	

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Keith A. Ashby	Keith A. Ashby	20111 Rothbury Lane #1307 Montgomery Village, MD 20886		5/31/14
PATRICIO RAMIREZ	[Signature]	20016 OCTAVIA CT MONTGOMERY VILLAGE MD 20886		5/31/14
Greg Brezon	[Signature]	9717 MONTGOMERY PARK M.D.		6/20/14
Mary Beth Huber	[Signature]	19807 GreenSide Ter. Montgomery Village MD 20886		6/20/14
John Huber	[Signature]	" "		6/20/14
Maria O'Ferrealla	[Signature]	9437 Chatterbox Pl #140 20886		6/21/14
Michael [Signature]	[Signature]	8700 Maple Leaf Way Mont. Village MD 20886		6/21/14
Antony Taylor	[Signature]	10097 Maple Leaf Drive Mont. Village MD 20886		6/21/14
Keronna Prather	[Signature]	10097 Maple Leaf Drive Mont. Village MD 20886		6/21/14
Malik Butler	[Signature]	9218 Sandy Lake Circle		6/21/14
Dore Thompson	[Signature]	10097 Maple Leaf Drive		6/21/14
JAVIER JORDAN	[Signature]	20030 Rockledge Pl 20886		6/21/14

Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for













We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Margie Line-Duncan	Margie Line-Duncan	9809 Dellcastle	Don't need more	6-21-14
Michael Duncan	Michael Duncan	9809 Dellcastle Rd	It's too much	6/21/14
Lucille Angelina Lucille Angela	Lucille Angela	9874 Brookridge	Save golf course	6/21/14
Tamara Hudson	Tamara Hudson	9283 Chadburn Pl.	Don't remove the golf course	6/21/14
Jeffrey Urbino	Jeffrey Urbino	19476 Brosie Place		6/21/14
Carolyn Hommel	Carolyn Hommel	19105 Rhodes Way	*	6/21/14
Leonora Simon	Leonora Simon	19808 Preswick Terrace	Seniors need golf course	6/21/14
STEPHEN PARKER	Stephen Parker	9500 ASPENWOOD PLACE		6-21-14
PATRICIA DOUGLAS	Patricia Douglas	20100 Rothbury Lane #311		6-21-14
Minnie Mucari	Minnie Mucari	19406 Transitive Road	Don't Build	6/21/14
John Lefto	John Lefto	19845 Dillingham Court		6/21/14
Allison Weaver	Allison Weaver	19845 Billings Ct		6/21/14

Petition on Against Zoning Text Amendment for Montgomer, Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).		

Printed Name	Signature	Address	Comment	Date
Mike Dowdy		9906 Tamboy Ct		6/21/14
Ellen Teague		821 Plan A		6/21/14
Pat Gruber		18924 Mendenbrock		6/21
Neghan Tierney		9542 Fern Hollow Way	save our green space!	6/21
Sarah Vallesco		2011 Rockbury Ln		6/21
Barth P. Hartley		18630 Wackerly Circle #425		6/21
CHRISTINE PATTON		19000 OXCART PLACE		6/21
Nick Angas		9643 Shadow Oak Dr		6/21
Carol Pagano		9626 Duffer Way		6/21
Theodore Faoro		9626 Duffer Way		6/21
SKanawisher		19853 Burrell Turn Place		6/21
Eva Brades		19863 Underwright Dr		6/21

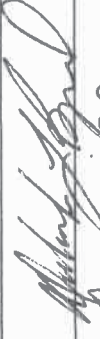











When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalize our commercial center, or raise property values.	
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).	

Printed Name	Signature	Address	Comment	Date
Deborah L. Byrd		8209 Gallery Court MD Montgomery Village		5/31/14
Fammie Bauman		7820 Yankee Harbor Dr Montgomery Village, MD		5/31/14
Keri Tschalig		20149 Robt. H. V. Blvd Montgomery Village, MD 20886		5/31/14
Rebecca Carr		9440 Ambler Rd 20886 Montgomery Village, MD		5/31/14
Jeffrey Laferl		7 Briarside Ct Montgomery Village		5/31/14
Pat Lawrence		19443 Briarside Pkwy		5/31
Wendy Lawrence		6223 Pridemore Dr		5/31/14
Barbara McGoldrick		20633 Highland Hall Rd		5/31/14
Karen Sanders		10304 Rindge Ln Montgomery Village, MD		5/31/14
Jennifer Page		9717 Meadowcroft La. Montgomery Village, MD 20886	Please help!	6/20/14
Karyl Danson		2025 Mapleleaf Montgomery Village, MD		6/21/14
Ana Schmitz		2000 Holly Poinciana Montgomery Village, MD		6/21/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
SHAW DAVIS	<i>Shaw Davis</i>	20 RASSIE CT 20886	MONT VILLAGE	5/31/14
PHAN TRAN	<i>Phan Tran</i>	9028 GREEN RUN WY		5-31-14
MAE MONA MARRA	<i>Mae Monna Marra</i>	9300 Adelphi Rd #100		5/31/14
Donna Turpin	<i>Donna Turpin</i>	19909 Spunk Hill Dr. MV		5/31/14
Wenzell Carter	<i>Wenzell Carter</i>	5 Meadowcroft Court NW 20886		5/31/14
Susanna Heinen	<i>Susanna Heinen</i>	3 Wild Ginger Ct. 20886		5/3/14
Fatima Rasulova-Louis	<i>Fatima Rasulova-Louis</i>	20423 Inverbridge Ct, 20886		5/31/2014
Sic Kigman	<i>Sic Kigman</i>	20502 STERNING RD CT, 20886		6/3/2014
Ursell Peterson	<i>Ursell Peterson</i>	19924 Hamil Cir, Gbr 20886		5/31/14
Russell Peterson	<i>Russell Peterson</i>	19921 Hamil Cir, MV MD 20886		5/31/14
Patrick Kuria	<i>Patrick Kuria</i>	9 Hawk Run Ct. M Village		5/31/14
Machobane	<i>M. Machobane</i>	20326 Swallow Pt Rd.		6/21/14
		Mont. Village		













Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
D. Lawrence Smith		8715 Indermans	No office of County	5/31/14
David Hazeigh		8703 Ravensglass way		5-31-14
Maey Hixen		20221 Gentleway		6/22/14
BRENDAN POSEY		8822 Monroo Leaton		6/21/14
Mike Hampton		9770 Leatherfingers #03	Traffic disaster	6/21/14
C.A. Seissler		16500 Seneca Ridge Dr		6/21/14
Alan Seissler		16500 Seneca Ridge Dr		6/21/14
Resident Pauline Bazzell-John		20130 WARDENWOOD WAY		6-21-14
CHANEER		15417 Breyers Pl		6/21/14
Audra Dove		15417 Breyers Pl Frontview Circle		6/21/14
Bob Wilkin		19314 DONAROSE		6/21/14
SAUL WILKIN		" "		6/21/14

Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Andrew Harris	[Signature]	9761 Duffer Way		6/21/14
Donna Helm	[Signature]	9761 Duffer Way		6/21/2014
Copoy	[Signature]	9417 Hickory View		6/21/2014
SIMBAI NOVSESSAN	[Signature]	20455 ASPENWOOD CN.		6/21/14
Russell A. [unclear]	[Signature]	9420 Hickory View Pl		6.21.14
Miriam Peller	[Signature]	20324 Highland Dr.		6/21/14
Alex	[Signature]	19863 Wheelwright Dr		6/21/14
ROBERTA MCGROVER	[Signature]	26117 DAREWATER DR		6/21/14
J. Rogers	[Signature]	9701 VANDERBILT		6/21/14
Maureen Peters	[Signature]	8422 Bucking Dr.		6/21/14
RON SAUNDERS	[Signature]	8408 MARKETREE CIR		6/21/14
Catherine Tuggle	[Signature]	19900 Bucking Pl		6/21/14

Petition Against Zoning Text Amendment for Montgomery Village

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Carole Johnson	Carole Johnson	9905 MAPLE LEAF DR Montgomery Village, MD		6/14/14
Alexandra Pater	Sally [Signature]	9806 Darington Court Montgomery Village, MD		6/14/14
Silia Franco	[Signature]	ILLUSIONS Hair Studio 19231 Watkins Hill Rd		6/14/14
Hubia Ramirez	[Signature]	1018 Apple Ridge 20886		6/14/14
Bezaoui Berele	[Signature]	9412 Ambrose RD		6/14/14
Luis Martinez	[Signature]	Montgomery Village 20886 19016 Mills Choice RD		6/14/14
CHRISTINE MLOTHA	[Signature]	Montgomery Village 20886 20205 DARLINGTON RD 20886		6/14/2014
Kim Vu Le	[Signature]	ILLUSIONS Hair Studio		
Diana Le	[Signature]	ILLUSIONS Hair Studio		6/14/14
Pat McWilliam	Pat McWilliam	ILLUSIONS Hair Studio	Keep it!	6/14/14
Mavis Vandenborgh	[Signature]	44 Village 9700 Meyer Rd	Keep it	6/14/14
Grace Compton	[Signature]	ILLUSION Hair Studio	Keep it	6/14/14

info@villagecitizens.org

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalize our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Barry C. Cadoff	Barry C. Cadoff	9509 Aspenwood Ct.		5/17/14
Richard A. Snay	Richard A. Snay	9505 Aspenwood Court		5/17/14
Susan Snay	Susan Snay	9505 Aspenwood Court		5/30/14
Lucille Angelus	Lucille Angelus	9643 Shadow Oaks		5/31/14
Margaret Lawson	Margaret Lawson	7416 Argus Ct		5/31/14
Tina Owens	Tina Owens	9525 Fern Hollow Way		5/31/14
Melissa Wierckel	Melissa Wierckel	19803 Laurel Valley		5/31/14
Debbie Sheehan	Debbie Sheehan	8738 DELCIS DR. MV		5/31/14
PETER CICHWIER	PETER CICHWIER	20305 SIEDOTALL PL. Mont. Vill.		5/31/14
Maya Vaughn-Spear	Maya Vaughn-Spear	9323 Weatherman Pl		5/31/14
Jordan Baker	Jordan Baker	9013 Nesbitt Ct		5/31/14
Janet Farnsworth	Janet Farnsworth	19997 Buckingham Drive		5/31/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org




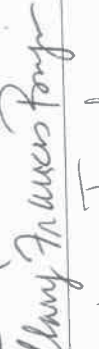








Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Donna Lovecchio		10504 Apple Ridge Rd		5/31/14
Amber Jones		8513 Snowdrift School Rd		5-31-14
BENJAMIN COGS		9201 WEATHERVANE Tr.		5/31/14
Mary Frances Bryja		23 Battery Band Court		5/31/14
Jane Farber		415 Russell Ave # 402		5/31/14
PIA LEAMAN		9500 Brink Rd		5/31/14
Virginia Lewis		9937 DellCoste Rd		5/31/14
Mark Osborne		19628 Enterprise Way		5/31/14
Jorente Escobar		9527 Fern Hollow Way		5/21/14
Helene Tigra		20804 Asplenwood Ln		5/31/14
Melanie Wolf		19513 Gallatin Ct.		5/31/14
Dave Frank		8232 Collingdale Way		5-31-2014

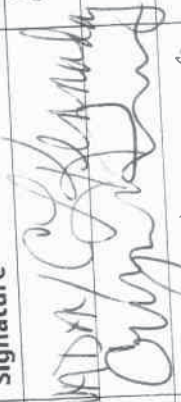











Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
CHRISTINE KENNEDY / Crystal Lake		20227 Lea Pond Pl		5-31-14
Crystal Lake		2407446856		5/31/14
Erin Meert		20886-492C		5/31/14
BUTCH LIVIOLO		20886-492C		5/31/14
B. V. Lakshmi Narayanan		20107 Stoney Hill		5/31/14
Maria Sutorum		Place M. Village 20886		5/31/14
Mary Battista		8601 Hawk Run Trl		5/31/14
ALAN G. ARNOLD		Monte Village 20886		5/31/14
George Dakermary		8226 Drexel Hill Pl		5/31/14
Abdullah Hashim		19807 Laurel Valley Pl		5/31/14
Margaret Gardner		Mont. Village MD 20886		5/31/14
Jean-Luc Bebey		20149 Hob Hill Way		5/31/14

301 948-2057 FRANCES WHITELOCK

Petition Against Zoning Text Amendment for Montgomery Vill:

Petition background	We welcome smart growth that benefits our community. Adding 550+ new units to the golf course will Monument Realty wants to aggressively develop a golf course. This plan does not do enough to benefit our community.
Action petitioned for	We, the undersigned, petition the Montgomery County Board of Zoning Appeals to deny the rezoning of the property located at 19905 Collingdale Pl, MD 20886 to R-1.

Printed Name	Signature	Address
HOMER KOUER	<i>[Signature]</i>	19917 Hanover, MD 20886
Kelly Ambrose	<i>[Signature]</i>	19918 Hanover, MD 20886
SIDE CLINE	<i>[Signature]</i>	Montgomery Village, MD 20886
Judy Gao	<i>[Signature]</i>	19919 Hanover, MD 20886
Kathy McLean	<i>[Signature]</i>	Montgomery Village, MD 20886
Judy Kian	<i>[Signature]</i>	8101 Sycamore, MD 20886
Dor Duff	<i>[Signature]</i>	19905 Collingdale Pl, MD 20886
Elizabeth Tinsling	<i>[Signature]</i>	19900 Collingdale Pl, MD 20886
DAVID + STEPHANIE	<i>[Signature]</i>	19904 Collingdale Pl, MD 20886
MICHAEL TARKA	<i>[Signature]</i>	8205 Collingdale Pl, MD 20886
DIANE TARKA	<i>[Signature]</i>	8205 Collingdale Pl, MD 20886
DIANE CHARLES	<i>[Signature]</i>	19804 Helmond Way, MD 20886

Francie:
These are from my neighbor -
hood, The Estates, as mentioned.
A lot of people weren't home
or just didn't answer the door.
I only ran into 2 households.
That we got the development.
Most were against & send

NO infrastructure
to support this
Not a great idea
NO INFRASTRUCTURE TO
SUPPORT - TOO crowded
6/1/14
6/1/14
6/1/14
6/1/14
6/1/14
6/1/14

info@villagecitizens.org

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

www.villagecitizens.org













Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
DAVID DEIST		198125 Helmond Way		6/1/14
TRAVMAINSKY		19821 Helmond Way		6/1/14
Harold L. Dickson		19813 Helmond Way		6/1/14
Preston Livers		19801 Helmond Way		6/1/14
Berhanu Girmay		19800 Helmond Way		6/1/14
Miriam Girma		19800 Helmond Way		6/1/14
John Stuber		10 Collingdale Court		6/1/14
MARLENE LUCAS		8224 COLLINGDALE WAY		6/1/14
Michael Tomas		8237 COLLINGDALE WAY		6/1/14
Catherine ETT		8225 Collingdale Way		6/1/14
LARAYNE BRADY		8204 Gallery Ct.		6/1/14
John Haller		8201 Gallery		6/1/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Maameena Usmani	<i>Maameena Usmani</i>	10752 Watridge Drive Mont V.I. MD 20886		6/21/14
Doug Pool	<i>Doug Pool</i>	9713 Meadowcroft Ln		6/21/14
Mohammad A. Rahman	<i>Mohammad A. Rahman</i>	20335 Swallow Point Road Montgomery Village, MD 20886		6/21/14
Salma Rahman	<i>Salma Rahman</i>	20335 Swallow Point Rd Montgomery Village MD 20886		6/21/14
Donald Sellitt	<i>Donald Sellitt</i>	9408 Fern Hollow Way Montgomery Village MD 20886		6/21/14
Alice Hopkins	<i>Alice Hopkins</i>	18700 Walkers Choice Rd #623 Montgomery Village, Md 20886		6/21/14

Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, the golf course has been a community asset for the last 50 years. We support the County's efforts to preserve the golf course and to develop a green space that has been a community asset for the last 50 years. We support the County's efforts to preserve the golf course and to develop a green space that has been a community asset for the last 50 years. We support the County's efforts to preserve the golf course and to develop a green space that has been a community asset for the last 50 years.

This plan does not do enough to benefit our community, revitalized our community, and Council to reject any zoning text amendments to the

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

[illegible]

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

Petition Against Zoning Text Amendment for Montgomery Village

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for

We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Joe Chinvas	Joe Chaubon	19804 Helmond Way		6/1/14
Arum Srivastava		8217 Ga-Mory Ct, Mount V, MD		6/1/14
Tau Montgomery		MD 20886		6/1/14
Robert Hudson		8221 Gallery Rd.		6/1/14
Barbara Singh		8230 Gallery Ct		6/1/14
Ernesto Igat		MD 20886		6/1/14
Gina Smith		8237 Gallery Court		6/1/14
Robert Bedal		8213 Dry Ridge Rd		6/1/14
		Montgomery Village, MD		6/1/14
		8205 Dry Ridge Rd.		6/1/14
		MD 20886		6/1/14
		8117 Dry Ridge Rd		6/1/14
		Mont. Vlg. MD 20886		6/1/14

VillageCitizens.org













Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.</p>
Action petitioned for	<p>We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.</p>

[illegible]

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
GARY L. MYRON		20001 Hob Hill Way Ga. theshurg. MD 20886		9 May 14
Janice Wake		20006 Hob Hill Way MontVillage, MD 20886		9 May 14
Samuel Stuart		20006 Hob Hill Way 20886	Too Many Houses to be built in small area	5/9/2014
Alexandra Kewice		20004 Hob Hill Way 20886	Educulars idea.	5.9.14
Paula Nadler		20010 Hob Hill Way	ditto	5/9/14
Keith Cillewell		20020 Hob Hill Way	too much density	5/9/14
Maria Lillienfeld		20000 Hob Hill Way	Mont village	5/9/14
Francis Marquez		20018 Hob Hill Way		5/9/14
Ryan Johnson		20018 Hob Hill Way	Do NOT BUILD Keep the Course	5/9/14
HECTOR NAVARRO		20014 Hob Hill Way	is to much build	5-9-14
Carlene Navarro		20014 Hob Hill Way	The new course I not Agree with	5/9/14
Kucher Jallow		20022 Hob Hill Way	I Do NOT WANT Any MORE Houses	5/9/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Elmer Avalos	Elmer Avalos	9526 Briar Glenn way		05/08/14
Karla Avalos	Karla Avalos	9526 Briar Glenn way.		05/8/14
Aretha McLau		9528 Briar Glen way		05/8/14
April mean		9528 Briar Glen way		5/8/14
KAREN TRISH	Karen Trish	9521 Briar Glen Way		5/8/14
Thelma McDonald	Thelma McDonald	9520 Briar Glen way		5/8/14
MARVIN McDonald	Marvin McDonald	9520 Briar Glen Way		5/8/14
Keilla Pereira	Keilla Pereira	9514 Briar Glen Way		5/9/14
Jessica Carter	Jessica Carter	9501 Briar Glenn Way		5/9/14
Cusson Grotel	Cusson Grotel	9501 Briar Glenn Way		5/9/14
Mark Bowles	Mark Bowles	9506 Briar Glen Way		5.09.2014
Ann Robertson	Ann Robertson	9500 Briar Glenn Way		5/9/14

Petition Against Zoning Text Amendment for Montgomery Village

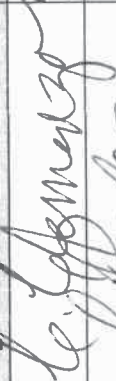











VillageCitizens.org

Petition background

We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

Action petitioned for













We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
CINDY CLEMENTA		9519 BRIAR GLEN WAY MONT. VILL, MD.		5/8/14
SHELOAN THORPES		9519 BRIAR GLEN WAY, MONT VILL., MD		5/8/14
Russell Miles		9523 Briar Glenn Way, Mont. Village MD		5/8/14
New Dark-Miller		9523 Briar Glenn Way, Mont. Village MD		5/8/14
Andrea Schmidt		9529 Briar Glennway MONT. MD		5/8/14
Doral Peoples		9529 Briar Glenn way MONT. MD		5/8/14
Ken MERRILL		9515 Briar Glenn Way, M. V. Md.		5/8/14
Pat O'Brien		9509 Briar Glennway MD		5/8/14
Barbara Kostacos		9507 Briar Glenn Way Mont Vlg MD		8 May 14
Carly Kostacos		9507 Briar Glenn Way Mont Vlg MD		5/8/14
Barbara Bally		9512 Briar Glenn Way Mont Vlg MD		5/8/14
Ralph Bally		9512 Briar Glenn Way MONT. MD		5/9/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
PETER B. STEIN		9530 Briar Glenn Way		5-8-14
Andree C Stein		9530 Briar Glenn Way	areway too much traffic!	5-8-14
Mirka N. Huayn		9534 Briar Glenn Way	Concerned about Safety	5-8-14
Steven Dzidic		9534 Briar Glenn Way	Safety Concerns	5-8-14
K. Miller		" "		5-8-14
Randi Boulé		9516 Briar Glenn Way		5/8/14
Charles Aque		9540 Briar Glenn Way		5/8/14
Carlita Foster-Hays		9512 Briar Glenn Way	Too congested	5/8/14
DAVID E. HAYES		" "	" "	5/8/14
JONATHAN ADRIANA		9550 BRIAR GLENN WAY	" "	5/8/14
Thomas J Schneider		9552 Briar Glenn	Too congested - not enough open play space	5/8/14
Fatima Castillo		9538 Briar Glenn	not room for kids	5/8/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
David Kalton	[Signature]	20217 DARLINGTON DR		5/6/14
Ruihong Sun	[Signature]	20220 Darlington Dr		5/9/14
Jeanne Duncan	[Signature]	20225 Darlington Dr,		5/9/14
Rory Duncan	[Signature]	20225 Darlington Dr		5/9/14
Damian Potvin	[Signature]	20228 Darlington Dr		5/9/14
Edward Parada	[Signature]	20229 Darlington Dr		9 May 14
Kate Parmelee	[Signature]	20229 Darlington Dr		5/9/14
D. June Block	[Signature]	20245 Darlington Dr.		5/9/14
A. Katz	[Signature]	20248 Darlington Dr.		5/9/14
M. Schmidt	[Signature]	9413 Quill Pl.		5/9/14
Cynthia Bowman-Gibbston	[Signature]	Gibbston 9522 Briar Glen Way, Mont. Comery Vill		5/9/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalize our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Theresa Nye	<i>Theresa Nye</i>	20022 Hob Hill Way	I do not want any houses build	5/9/14
Ken Conroy	<i>Ken Conroy</i>	20028 Hob Hill Way	Do not want	5/09/14
Kolubach Freeman	<i>Kolubach Freeman</i>	20026 Hob Hill Way		5/09/14
Michael Citti	<i>Michael Citti</i>	20007 Hob Hill	Please Don't Build	5/9/14







Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalize our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector and to restrict redevelopment of the MVGC to the clubhouse area (Area 1).

Printed Name	Signature	Address	Comment	Date
Bernina Berman	Berman	9725 Duffer Way 20886		6/7/14
Margaret Durbin	Margaret Durbin	9704 Digging Rd MV		6-7-14
Bernina Berman	Bernina Berman	1862 11th Ave NW		6-7-14
Gabrielle Gray	Gabrielle Gray	19441 Brusse pl #102		6/7/14
Ardis Knox	Ardis Knox	1121 Potomac Oaks Dr		6/7/14
Jo Hubert	Jo Hubert	11913 Stedwick Dr		6/7/14
Tanes Ott	Tanes Ott	12014 Cotfield Ct		6/7/14
ROBERT POTTER	Robert Potter	19525 TRANSHIRE RD		6/7/14
Mike Mathis	Mike Mathis	19217 Golden Meadow Dr		6/7/14
Mary Robinson	Mary Robinson	19826 Billings Ct 20886		6/7/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org












Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
BRAD GARNER		9747 DUFFER WAY MONTGOMERY VILLAGE, MD		2/5/14
Marilyn Andersen		2 Mastenbrook Ct MV, MD		2/5/14
Suzanne Shinnick		9739 Duffer way MV, MD		2/5/14
DONALD O'NEILL		9305 Kobe Way Montgomery Village, MD 20886		2/5/2014
Thany Smyrlis		20405 Cherrystone Ct Montgomery Village, MD		2/5/14
Jesse W. Hester		19807 Calypso Lane Hato, Vm, VA		2/5/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
SARAH GRATE		22 Newcastle Ct		2/5/14
Louis Goble		22 DEUCASS CT		2/5/14
MAX BILLING		9 DOOLITTLE CT		2/5/14
ART KALSTON		5 DOOLITTLE CT		2/5/14
TONY FAENHAM		9829 MEADOWCRAFT LN		2/5/14
CARMEY FAENHAM		9828 MEADOWCRAFT LN		2/5/14
Wendell Courter		5 Meadowcroft Court	Our concern is the traffic that will be added into I-270	2/5/14
KAREN FARRIS		9535 DUFFER WAY		2/5/14
Theresa M'Auliffe		9523 Duffer Way		2/5/14
Alice M Dillon		9604 Duffer Way	When the town the down the way	2/5/14
Ali Jazini Dorchak		10144 Gravier Ct	Travelling #3	2/5/14







Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.</p>
Action petitioned for	<p>We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.</p>

[illegible]

VillageCitizens.org

[illegible]












Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.

Printed Name	Signature	Address	Comment	Date
Kevin Conroy		20203 Gertrude Way, WV, MD		2/5/14
Francine White		9769 Duffering		2/5/14
Robin Huebner		9767 Duffer Way		2/5/14
Joe Dobrzynski		9912 Shrewsbury Ct		2/5/14
Curt Dobrzynski		9912 Shrewsbury Ct		2/5/14
Howard Holland		9904 Shrewsbury Ct		2/5/14

Petition Against Zoning Text Amendment for Montgomery Village

VillageCitizens.org

Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.		
Action petitioned for	We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.		

Printed Name	Signature	Address	Comment	Date
Mary Pettegrew		9600 Duffer Way		2-5-14
Michael Piesnosinski		9504 Winstons dr		2/5/14
Agnieszka Piechowski		" "		2/5/14
Margie/Steve Dotino		9611 Duffer Way		2/5/14
Naville Culpeper		9771 Duffer Way		2/5/14
Randy Culpeper		" "		2/5/14
Kimberly Tomasi		9729 Duffer Way		02/03/2014
J. M. Stuart		2765 Duffer Way		2/5/14
BOBBIE ALBERG		9417 Berkang Place		2/5/14
Jen Schiller		9402 Gentle Circle		2/5/14
Lee Manzieg		9769 Duffer Way		2/5/14

When complete, please return to: Village Citizens, c/o: Kevin Conroy, 9743 Duffer Way, Montgomery Village, MD 20886

info@villagecitizens.org

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument Realty wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.</p>
Action petitioned for	<p>We, the undersigned, petition the Montgomery County Council to reject any zoning text amendments to the Montgomery Village Town Zone Sector.</p>

[illegible]

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee











Petition background	We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6,7,8, 12, 17, and 18 and enforce the restrictive MVGC covenants.
Action petitioned for	We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Debra Burkett	<i>Debra Burkett</i>	8806 Welbeck Way 6600 MD		4/25	
Anna Seston	<i>Anna Seston</i>	9726 Duffer Way MD, MD		4/25/15	
Kevin Vaughan	<i>Kin Vay</i>	9720 Duffer Way MD		4/25/15	
Christine Fusco	<i>Christine Fusco</i>	9722 Duffer Way		4/25	
Joseph Fusco	<i>Joseph Fusco</i>	9722 Duffer Way		4/25	
Gene Huston	<i>Gene Huston</i>	9716 Duffer Way		4/25	
Sharon Maslow	<i>Sharon Maslow</i>	9710 Duffer Way MD		4/25/15	
JAMES GAREY	<i>James Garey</i>	9711 Duffer Way MD		4/25/15	
Michelle Garey	<i>Michelle Garey</i>	9711 Duffer Way	michelle-L-garey@mcps.md.org	4/25/15	
G.H. LEACH-LEWIS	<i>G.H. Leach-Lewis</i>	9719 Duffer Way		4/25/15	

Petition to Protect Portions of the Montgomery Village Golf Course

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6,7,8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>

Printed Name	Signature	Street Address	Email? (Join Info List)	Date	Comment #? (write on back)
Kimberly Tomsini		9729 Duffer Way	chungchemto@yahoo.com	4/25/15	
Ruthy Tennel		9731 Duffer Way			
Robert Dargatzis		9735 Duffer Way		4-25-15	
Naseem Hogue		9724 Duffer Way		4/25/15	
Edward B. Wally					
Edward B. Wally		9715 Duffer Way, MD 20886	EdwardB.Wally1@Comcast.net	4/25/15	
Barbara M. McNally		9715 Duffer Way, MD 20886	BMCN710@gmail.com	4/25/15	
Shironeka Warradassaniga		9732 Duffer Way, MD 20886	WJ14USA@yahoo.com	4/25/15	
Kevin Conroy		9743 Duffer Way, MD 20886	Kevin.conroy@gmail.com	4/25/15	
BABA BABY		9749 Duffer Way	babababy52@yahoo.com	4/25/15	

Village Residents Committee

Petition background	<p>We welcome smart growth that benefits our community and that will help Montgomery Village flourish, but Monument Realty (or any other builder) should not be allowed to develop a green space that was planned as "perpetual" open space and is protected by a valid "Real Covenant", the 1980 Sales Contract for MVGC, which is "binding on all heirs and assigns". We call on the MNCPPC Zoning Board and County Council to reject the initial 86-TH DPA (#1501) because (1) the 1980 Real Covenant explicitly did not provide any Town Sector Population density Credits with the property, and (2) the 400+ homeowners that border these fairways were promised by Clarence Kettler that because of the restrictive real covenant, "No Homes can, nor will, be built on this golf course". Development only on the clubhouse site (Area 1), Fairway 10, 11, and 13-16 is appropriate. Montgomery County should protect Fairways 1-5, 6,7,8, 12, 17, and 18 and enforce the restrictive MVGC covenants.</p>
Action petitioned for	<p>We, the undersigned, petition the MVF Board, MNCPPC, and Montgomery County Council to limit approval of any Development Plan Amendment or Zoning Text Amendments regarding the Montgomery Village Golf Course development to the front "Area 1" part of the property and Fairways 10, 11, and 13-16. DPA1501 should be rejected now.</p>

[illegible]

-
- - [Start a petition](#)
 - [Browse](#)
 - [Search](#)

[Log in](#)

- [My petitions](#)
- [Profile](#)
- [Settings](#)
- [Log out](#)
- [Start a petition](#)
- [Search](#)

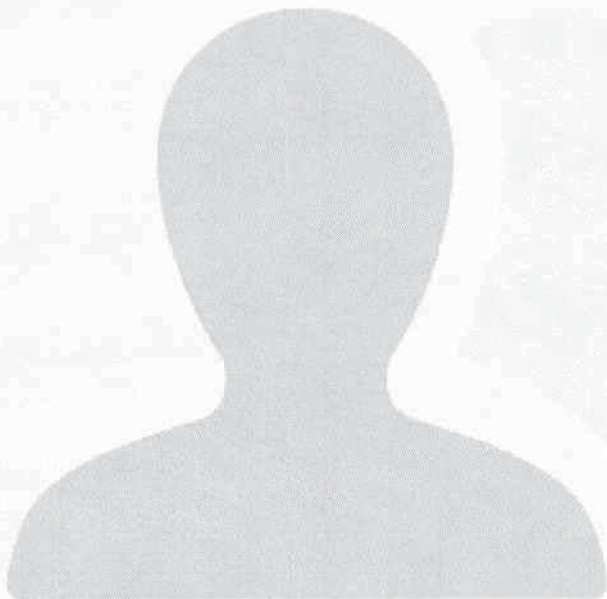
-
- [Log in or sign up](#)
-

Petition shared on Facebook!

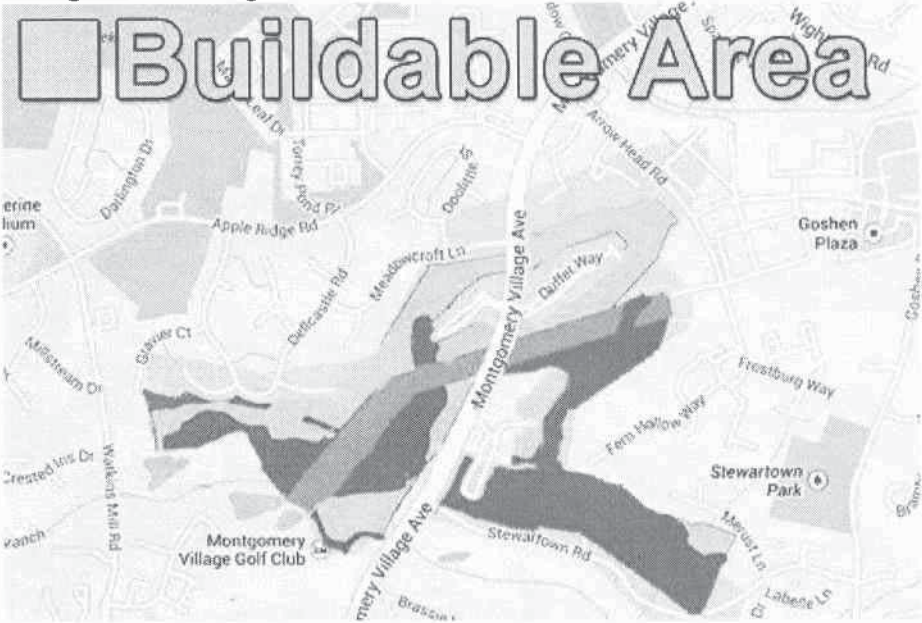
Victory

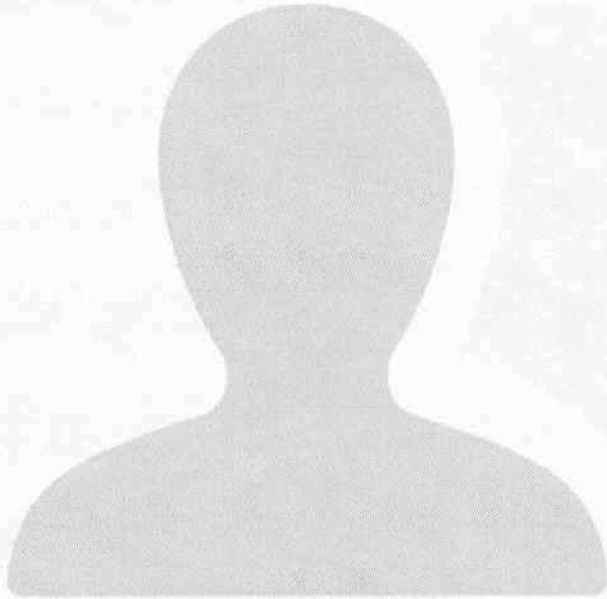
Petitioning Montgomery County Council

Do Not Pass a Zoning Text Amendment for Montgomery Village



VillageCitizens.org





VillageCitizens.org

178

Supporters

As Montgomery Village residents, we welcome smart growth that benefits our community and that will help Montgomery Village flourish for the next 50 years. Monument Realty's proposed plan of adding 550+ new units to the golf course will not dramatically improve the quality of life in the Village. In our view, Monument wants to aggressively develop a green space that has been a community asset for the last 50 years. This plan does not do enough to benefit our community, revitalized our commercial center, or raise property values.

```
<!--[if gte mso 9]><xml> <o:DocumentProperties> <o:Revision>0</o:Revision>
<o:TotalTime>0</o:TotalTime> <o:Pages>1</o:Pages> <o:Words>31</o:Words>
<o:Characters>183</o:Characters> <o:Company>GlobalGiving</o:Company> <o:Lines>1</o:Lines>
<o:Paragraphs>1</o:Paragraphs> <o:CharactersWithSpaces>213</o:CharactersWithSpaces>
<o:Version>14.0</o:Version> </o:DocumentProperties> </xml><![endif]--> <!--[if gte mso 9]><xml>
<w:WordDocument> <w:View>Normal</w:View> <w:Zoom>0</w:Zoom> <w:TrackMoves/>
<w:TrackFormatting/> <w:PunctuationKerning/> <w:ValidateAgainstSchemas/>
<w:SaveIfXMLInvalid>false</w:SaveIfXMLInvalid>
<w:IgnoreMixedContent>false</w:IgnoreMixedContent>
```


Signatures

Change.org - 178 supporters

Name	Location	Date
Kevin Conroy	Montgomery Village, MD, United States	2014-02-05
Andrea McDougall	Montgomery Village, MD, United States	2014-02-07
Bob Horvath	Montgomery Village, MD, United States	2014-02-07
Laura Vaughan	Montgomery Village, MD, United States	2014-02-09
Kirsten Pasquale	Gaithersburg, MD, United States	2014-02-09
Kevin Vaughan	Montgomery Village, MD, United States	2014-02-09
Paul Pasquale	Gaithersburg, MD, United States	2014-02-09
Stephanie Shinnick	Montgomery Village, MD, United States	2014-02-09
Ara Nahapetian	Montgomery Village, MD, United States	2014-02-09
Sally French	Montgomery Village, MD, United States	2014-02-09
Jennifer Scavullo	Gaithersburg, MD, United States	2014-02-09
Kenn Wolin	Montgomery Village, MD, United States	2014-02-09
Christina Ng	Montgomery Village, MD, United States	2014-02-10
John Jatta	Montgomery Village, MD, United States	2014-02-10
aarti chumble	montgomery village, MD, United States	2014-02-10
Betty Willcockson	Montgomery Village, MD, United States	2014-02-13
Mary Alice Hoffman	Montgomery Village, MD, United States	2014-02-14
Thomas Morford	Montgomery Village, MD, United States	2014-02-14
Larry Hudson	Montgomery Village, MD, United States	2014-02-15
Nathan Pope	Rockville, MD, United States	2014-02-15
John Ruppert	Montgomery Village, MD, United States	2014-02-17
Thomas DeWitt	Montgomery Village, MD, United States	2014-02-17
Jake Ruppert	Gaithersburg, MD, United States	2014-02-18
Robert Krul	Brookeville, MD, United States	2014-02-18
william laughlin	frederick, MD, United States	2014-02-18
Robert Kelley	Gaithersburg, MD, United States	2014-02-18
John Barnhard	Silver Spring, MD, United States	2014-02-18
Steve kreta	clarksburg, MD, United States	2014-02-18
kevin Murphy	Frederick, MD, United States	2014-02-18
Rick Yeh	Silver Spring, MD, United States	2014-02-18

Name	Location	Date
brian mccarthy	Gaithersburg, MD, United States	2014-02-18
Ellen Green	Gaithersburg, MD, United States	2014-02-18
Joe Mchugh	Gaithersburg, MD, United States	2014-02-18
Chiara Spector-Naranjo	Montgomery Village, MD, United States	2014-02-19
John Shartle	Gaithersburg, MD, United States	2014-02-24
James Strachan	Olney, MD, United States	2014-02-24
Andrew Handel	Montgomery Village, MD, United States	2014-02-24
frank marini	Silver Spring, MD, United States	2014-02-24
Donna Helm	Montgomery Village, MD, United States	2014-02-24
Robert Joseph	Gaithersburg, MD, United States	2014-02-25
Randi Boule	Montgomery Village, MD, United States	2014-02-25
Wesley Brown	Montgomery Village, MD, United States	2014-02-27
Christine Gormley	Montgomery Village, MD, MD, United States	2014-02-28
Abbi Vaughn	Montgomery Village, MD, United States	2014-02-28
Carole Carter	Montgomery Village, MD, United States	2014-02-28
Muriel Walker	Montgomery Village, MD, United States	2014-02-28
Jane Czarnopys	Montgomery Village, MD, United States	2014-02-28
Colette Releford	Gaithersburg, MD, United States	2014-02-28
Karen Capone	Montgomery Village, MD, United States	2014-02-28
Russell Waldron	Montgomery Village, MD, United States	2014-02-28
Jennifer sumner	montgomery village, MD, United States	2014-02-28
Marjorie Nassar	Gaithersburg, MD, United States	2014-02-28
Jessica Parrish	Montgomery Village, MD, United States	2014-02-28
Edward Parrish	Montgomery Village, MD, United States	2014-02-28
Tom Trainor	Gaithersburg, MD, United States	2014-02-28
Kimberley Waldron	Gaithersburg, MD, United States	2014-02-28
Ingrid Duran	Montgomery Village, MD, United States	2014-02-28
Jennifer Marks	Germantown, MD, United States	2014-02-28
Chris Schroeder	Gaithersburg, MD, United States	2014-03-01
Christine Powell	Gaithersburg, MD, United States	2014-03-01
Karen Re	Montgomery Village, MD, United States	2014-03-01
Colleen King	Gaithersburg, MD, United States	2014-03-01

Name	Location	Date
Jamie Emery	Montgomery Village, MD, United States	2014-03-01
Deborah Byrd	Montgomery Village, MD, United States	2014-03-01
Rachel Martinez	Montgomery Village, MD, United States	2014-03-01
Laura Caldarera	Gaithersburg, MD, United States	2014-03-01
Robin Friedman	Montgomery Village,, MD, United States	2014-03-02
David Petersen	Montgomery Village, MD, United States	2014-03-02
Brad Schonhorst	Gaithersburg, MD, United States	2014-03-02
Elizabeth Schonhorst	Montgomery Village, MD, United States	2014-03-02
Terry Schramm	Gaithersburg, MD, United States	2014-03-02
Cathryn Conroy	Gaithersburg, MD, United States	2014-03-02
Renee Huston	Montgomery Village, MD, United States	2014-03-03
Gene Huston	Montgomery Village, MD, United States	2014-03-03
Laura Lewis	Montgomery Village, MD, United States	2014-03-03
Jeff Lewis	Montgomery Village, MD, United States	2014-03-03
Victor Segura	Gaithersburg, MD, United States	2014-03-05
Fyllis Hockman	Gaithersburg, MD, United States	2014-03-05
Shirley Gunderson	Montgomery Village, MD, United States	2014-03-06
Jeanne Johnson	Montgomery Village, MD, United States	2014-03-06
Abla Kpetigo	Montgomery Village, MD, United States	2014-03-07
Jordan Witmer	Montgomery Village, MD, United States	2014-03-07
jeffrey Holt	Montgomery Village, MD, United States	2014-03-07
Barbara McKenna	Montgomery Village, MD, United States	2014-03-07
Marilla Thompson	Montgomery Village, MD, United States	2014-03-07
Judith Steckel	Montgomery Village, MD, United States	2014-03-07
Candy Mitchell	Montgomery Village, MD, United States	2014-03-07
Jane Hatch	Montgomery Village, MD, United States	2014-03-07
Jennifer Holt	Montgomery Village, MD, United States	2014-03-07
Tammee Young	Montgomery Village, MD, United States	2014-03-07
Richard Rattan	Montgomery Village, MD, United States	2014-03-08
Jim Torrence	Gaithersburg, MD, United States	2014-03-08
Carol Leibee	Derwood, MD, United States	2014-03-10
Ray Petit	Osprey, FL, United States	2014-03-11

Name	Location	Date
Lawrence Kushner	Montgomery Village, MD, United States	2014-03-11
Michael Howell	Montgomery Village, MD, United States	2014-03-12
EUGENE HEYMAN	MONTGOMERY VILLAGE, MD, United States	2014-03-13
Catherine Besteder	Derwood, MD, United States	2014-03-13
Darlene Finneyfrock	Montgomery village, MD, United States	2014-03-20
Gerald Donegan	Montgomery Village, MD, United States	2014-03-21
Denise Sheehan	Montgomery Village, MD, United States	2014-03-23
Tina Morgam	Australia	2014-03-24
Mark Bleich	Montgomery Village, MD, United States	2014-03-25
Victor Block	Gaithersburg, MD, United States	2014-03-26
Max Billinger	MONTGOMERY VILLAGE, MD, United States	2014-03-27
Concerned Citizen	New City, NY, United States	2014-03-27
Kathleen McMahon	Ypsilanti, MI, United States	2014-03-27
marky garabedian	richmond, VA, United States	2014-03-27
Charles Inman	Fort Edward, NY, United States	2014-03-27
Marilyn Monroy	Fort Pierce, FL, United States	2014-03-27
Nobody Knows	Can't tell, WY, United States	2014-03-27
Karen Lyn Jenkins	Atlantic Highlands, NJ, NJ, United States	2014-03-27
virginia redman	dover-foxcroft, ME, United States	2014-03-27
Jose Passalacqua	Springfield, MA, United States	2014-03-27
Lynn Juozilaitis	Aurora, IL, United States	2014-03-27
Nora Bell	Gaithersburg, MD, United States	2014-03-29
Paulette Harris	Montgomery village, MD, United States	2014-03-29
Janina Roncevic	Montgomery Village, MD, United States	2014-03-30
Ellen W. Dyson	Montgomery Village, MD, United States	2014-03-30
Eric Foss	Pittsboro, NC, United States	2014-03-30
Robert Wilkinson	Montgomery Village, MD, United States	2014-03-31
Rosemary Moyer	Montgomery Village, MD, United States	2014-04-01
Margaret McMillan	Montgomery Village, MD, United States	2014-04-01
Mary Yates	Montgomery Village, MD, United States	2014-04-09
Gayathri Jayawardena	Montgomery Village, MD, United States	2014-04-23

Name	Location	Date
Deborah Boomhower	Albany, NY, United States	2014-04-24
Dennis Kaplan	Mayfield Heights, OH, United States	2014-04-24
sandy fong	San Francisco, CA, United States	2014-04-24
Dean Frick	San Francisco, CA, United States	2014-04-24
Joseph Kuester	Atlanta, GA, United States	2014-04-24
Melissa Forrest-Garcia	San Francisco, CA, United States	2014-04-24
Alexander Diamond	Wiscasset, ME, United States	2014-04-24
Joel Finley	Ogdensburg, NY, United States	2014-04-24
Katrina Bainbridge	Sebring, FL, United States	2014-04-24
Lisa Wolfe	Asheville, NC, United States	2014-04-24
Nicole Garner	Montgomery Village, MD, United States	2014-05-12
Edith Isaacs	Montgomery Village, MD, United States	2014-05-14
Greg Jasper	Montgomery Village, MD, United States	2014-05-16
Robert Portanova	Montgomery Village, MD, United States	2014-05-24
Pooja Thakkar	Denison, TX, United States	2014-05-24
Christopher Fisher	City Of Commerce, CA, United States	2014-05-24
Jo Ann Mattioli	Carrollton, TX, United States	2014-05-24
W. E. "Bing" Garthright	Montgomery Village, MD, United States	2014-05-24
Andrew Friedman	Newtonville, MA, United States	2014-05-24
riley mcgowen	phila, PA, United States	2014-05-24
doria wosk	Miami, FL, United States	2014-05-24
andrea balcom	trumann, AR, United States	2014-05-24
Vivek Johal	United States	2014-05-24
David Holzapfel	Orlando, FL, United States	2014-05-24
Jeannette Pina	Miami, FL, United States	2014-05-24
Michael Hepler	Statesville, NC, United States	2014-05-24
douglas gooden	delray beach, FL, United States	2014-05-24
K.A. Fields	Rockledge, FL, United States	2014-05-24
Yvette Bartholomew	Norfolk, VA, United States	2014-05-24
talon watson	Niagara Falls, CA, United States	2014-05-24
Josefina Valenzuela	Tucson, AZ, United States	2014-05-24
Charles Hopkins	Moscow, ID, United States	2014-05-24

Name	Location	Date
Gloria Morrison	Pecos, TX, United States	2014-05-24
Michele Reynolds	Oak Park, MI, United States	2014-05-24
Christine Koch-Paiz	Gaithersburg, MD, United States	2014-05-24
Michael Parchman	Gaithersburg, MD, United States	2014-05-24
Dale Smith	Montgomery Village, MD, United States	2014-05-24
Edward Pfister	Montgomery Village, MD, United States	2014-05-25
Sheila Yoritomo	Montgomery Village, MD, United States	2014-05-25
Barbara Cantilena	Gaithersburg, MD, United States	2014-05-25
Paul Rabenhorst	Montgomery Village, MD, United States	2014-05-26
Ross White	Montgomery Village, MD, United States	2014-05-27
Julia Ng	Montgomery Village, MD, United States	2014-05-29
Anand sampath	montgomery village, MD, United States	2014-06-19
Dave Lechner	Montgomery Village, MD, United States	2014-06-20
Margaret Holland	Montgomery Village, MD, United States	2014-06-27
Carol Dobrzynski	Montgomery Village, MD, United States	2014-06-27
Elizabeth Bowles	Montgomery Village, MD, United States	2014-06-27
Ron Exler	Montgomery Village, MD, United States	2014-06-29
Julie Slezak	Montgomery Village, MD, United States	2014-07-10
James Vaughn	Montgomery Village, MD, United States	2014-08-21
john ruppert	montgomery village, MD, United States	2014-09-17
Ali Jazini	montgomery village, MD, United States	2014-10-06

MCP-CTRACK

RECEIVED
0868
SEP 17 2015

From: Huebner, Robin (NIH/NIAID) [E] <rhuebner@niaid.nih.gov>
Sent: Thursday, September 17, 2015 3:57 PM
To: MCP-Chair
Subject: Montgomery Village

OFFICE OF THE CHAIRMAN
THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

To: Montgomery County Planning Board
RE: Montgomery Village Plan
Date: September 17, 2015

I was at the meeting last Thursday, September 10 and listened with interest to several of my MV citizens speak with enthusiasm about the planned construction on the MV golf course. The one question that probably should have been asked by the Council members to each of the speakers was "where do you live in MV with regards to the golf course?" At least three of the speakers wholly in support of construction can't even see the golf course from their front yards, probably not even from their second floors and perhaps not even from their roofs! They are basically saying that those of us living along the golf course should 'take one for the team' for some hypothetical, as yet unproven, benefit for the Village. They are applauding building in other people's back yards, certainly not their own!

When you live in MV you become intimately aware of the Architectural Standards Board and what is or isn't allowed. My front door and shutters must match and they must be a particular color of dark red. You can't have white gravel or lattice in any part of the Village and you must apply for permission to put a swing set in your backyard. Violation of the Standards results in a letter, complete with a photo of the offense, threatening to fine you and take away your Village privileges, which would include taking away my son's job as a Village newsletter carrier! It is not entirely clear to me from where these Standards arise. Did the Kettler Brothers actually state that my shutters must match and be red or did they just choose a series of colors they liked and over the years those have been held up as the Standard? From wherever they came, these architectural rules are upheld as 'law' in the Village and the MVF follows them **religiously**. What perplexes me is that there is written evidence, presented at the Council meeting, that Mr. Ketter wanted the **golf course to be a greenspace in perpetuity**. He wrote it in a letter to the homeowners along the golf course when the course was sold and included it in several other documents. I do not understand how the MVF can uphold the colors and design of the residences in the Village so fervently, which the Kettler Brothers may or may not have really wanted, yet so totally ignore the direct, written wishes of Clarence Kettler concerning maintenance of the golf course as greenspace. If building is allowed on the golf course perhaps I should just go ahead and paint my front door black because clearly we are going to ignore the intent of the original Village developers.

Lastly, with regards to the wishes of the Kettlers, there is a suggestion that the Real Covenants under which the Village and accompanying HOAs are structured indicate that the **ONLY** way the golf course can be changed to something other than a greenspace is by the vote of the homeowners whose properties abut the course. This stipulation needs to be investigated prior to the Council making any decision.

I am not against revitalizing Montgomery Village. I just do not believe that allowing Monument Realty to build as they have proposed is the answer. The original plan proposed by the Foundation was a far more thoughtful plan than just allowing one developer to cover the golf course with houses and townhomes. They will go the way of the many, many strip malls that were built that now stand partially to completely empty!!

Sincerely

To: Montgomery County Planning Board
RE: Montgomery Village Plan
Date: September 17, 2015

I was at the meeting last Thursday, September 10 and listened with interest to several of my MV citizens speak with enthusiasm about the planned construction on the MV golf course. The one question that probably should have been asked by the Council members to each of the speakers was "where do you live in MV with regards to the golf course?" At least three of the speakers wholly in support of construction can't even see the golf course from their front yards, probably not even from their second floors and perhaps not even from their roofs! They are basically saying that those of us living along the golf course should 'take one for the team' for some hypothetical, as yet unproven, benefit for the Village. They are applauding building in other people's back yards, certainly not their own!

When you live in MV you become intimately aware of the Architectural Standards Board and what is or isn't allowed. My front door and shutters must match and they must be a particular color of dark red. You can't have white gravel or lattice in any part of the Village and you must apply for permission to put a swing set in your backyard. Violation of the Standards results in a letter, complete with a photo of the offense, threatening to fine you and take away your Village privileges, which would include taking away my son's job as a Village newsletter carrier! It is not entirely clear to me from where these Standards arise. Did the Kettler Brothers actually state that my shutters must match and be red or did they just choose a series of colors they liked and over the years those have been held up as the Standard? From wherever they came, these architectural rules are upheld as 'law' in the Village and the MVF follows them **religiously**. What perplexes me is that there is written evidence, presented at the Council meeting, that Mr. Ketter wanted the **golf course to be a greenspace in perpetuity**. He wrote it in a letter to the homeowners along the golf course when the course was sold and included it in several other documents. I do not understand how the MVF can uphold the colors and design of the residences in the Village so fervently, which the Kettler Brothers may or may not have really wanted, yet so totally ignore the direct, written wishes of Clarence Kettler concerning maintenance of the golf course as greenspace. If building is allowed on the golf course perhaps I should just go ahead and paint my front door black because clearly we are going to ignore the intent of the original Village developers.

Lastly, with regards to the wishes of the Kettlers, there is a suggestion that the Real Covenants under which the Village and accompanying HOAs are structured indicate that the ONLY way the golf course can be changed to something other than a greenspace is by the vote of the homeowners whose properties abut the course. This stipulation needs to be investigated prior to the Council making any decision.

I am not against revitalizing Montgomery Village. I just do not believe that allowing Monument Realty to build as they have proposed is the answer. The original plan proposed by the Foundation was a far more thoughtful plan than just allowing one developer to cover the golf course with houses and townhomes. They will go the way of the many, many strip malls that were built that now stand partially to completely empty!!

Sincerely

Robin E. Huebner, Ph.D., M.P.H.
Epidemiologist
NIAID/DAIDS/BSP Epidemiology Branch

****New Address and Phone!****

5601 Fishers Lane, 9G76
Bethesda, MD 20892
(use Rockville, MD and zip 20852 for deliveries)
Tel: (240) 627-3216
Fax: (240) 627-3107
Email: rhuebner@niaid.nih.gov

Disclaimer: The information in this e-mail and any of its attachments is confidential and may contain sensitive information. It should not be used by anyone who is not the original intended recipient. If you have received this e-mail in error please inform the sender and delete it from your mailbox or any other storage devices. National Institute of Allergy and Infectious Diseases shall not accept liability for any statements made that are sender's own and not expressly made o

RECEIVED
0870
SEP 18 2015

MCP-Chair

From: Morken, Amanda <morkenA@ballardspahr.com> on behalf of Leatham, Erica A.
<LeathamE@ballardspahr.com>
Sent: Friday, September 18, 2015 11:42 AM
To: MCP-Chair
Subject: Montgomery Village
Attachments: Ltr EAL to Montgomery County Planning Board re Montgomery Village 9 18 2....pdf

Dear Chairman Anderson and Boardmembers:

Please see the attached letter regarding Montgomery Village. Please contact me with any questions. Thank you.

Sincerely,
Erica

Erica A. Leatham LEED AP
Ballard Spahr LLP

<u>Bethesda Office</u>	<u>DC Office</u>
4800 Montgomery Lane	1909 K Street, NW
Seventh Floor	12th Floor
Bethesda, MD 20814-3401	Washington, DC 20006
Direct: 301.664.6254	202.661.7654
Fax: 301.664.6299	

leathame@ballardspahr.com | www.ballardspahr.com

This e-mail and any files transmitted with it are confidential attorney-client communication or may otherwise be privileged or confidential and intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

4800 Montgomery Lane, 7th Floor
Bethesda, MD 20814-3401
TEL 301.664.6200
FAX 301.664.6299
www.ballardspahr.com

1909 K Street, NW, 12th Floor
Washington, DC 20006-1157
TEL 202.661.2200
FAX 202.661.2299
www.ballardspahr.com

Erica A. Leatham
Tel: 202.661.7654
Fax: 202.661.2299
leathame@ballardspahr.com

September 18, 2015

Via E-mail

Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring, Maryland 20910

Re: Comments to Montgomery Village Master Plan July 2015 Public Hearing Draft
Former Montgomery Village Golf Course Property

Dear Chairman Anderson and Boardmembers:

On behalf of USL2 MR Montgomery Village Business Trust¹, the owner of the former Montgomery Village Golf Club, we present the following comments to the Public Hearing Draft of the Master Plan.

The Master Plan's recommendations for the reuse of the defunct golf club are consistent with the plans developed by Monument in conjunction with the Montgomery Village Foundation (the "Foundation") and the neighbors participating in the design workshops over the past several years. In addition, the recommendations for revitalization of the aging shopping centers within the Village also represent an opportunity to enhance the community and strategically reinvest in the Village. As a result, Monument fully supports the overall recommendations and looks forward their implementation, with minor changes to the street sections, as outlined below.

As you are aware, Monument engaged with the community to develop a residential reuse scheme that respected the natural features of the property and the land use character of the adjoining communities. The Foundation established a committee to review the concept plan which voted unanimously to support the plan, shown on page 57 of the Public Hearing draft. The development framework includes approximately 70 acres of parkland (nearly half of the entire property), half of which will be reforested and otherwise improved from an environmental perspective (the former golf club lacks any environmental protections for the existing stream) and, potentially, dedicated to the

¹ Monument Realty ("Monument") is the development manager.

Parks Department. In addition, Monument has proposed facilitating a functional trail system through the property to connect the north and south neighborhoods within the Villages.

In evaluating the opportunities for the property, Staff considered the work Monument and the Foundation undertook for the site, as well as other options for the property and concluded that residential reuse, along with the open space and amenity systems were the most appropriate for the area. Monument is committed to redeveloping the site as described in the draft Master Plan. However, the proposal includes expansive (and expensive) rehabilitation of the natural resources on the site. In order to accommodate these upgrades for the community, the proposed density is essential. This density, via the proposed zoning, has been designed and evaluated to be compatible with the surrounding established neighborhoods, as well as to support the revitalization of the community.

Monument has only one comment to the specific recommendations on pages 56 to 58. While Monument does not oppose the recommendation to include approximately 70 acres in an environmental buffer in concept, Monument would like to work with staff to identify these areas in order to make sure they do not conflict with proposed areas for new house or the active recreational areas for new housing or the active recreational areas Monument has planned with the Montgomery Village community. Monument is committed to restoring habitat within sensitive areas, though does recommend allowing minor disturbances, such as walking trails, for recreation and appreciation of this community amenity.

Stewartown Road. Monument suggests a revision to the road sections outlined in Chapter 6, specifically, the Stewartown Road extension shown on page 73. The road in the Draft Master Plan is intended to provide an east-west connection between Goshen Road and Watkins Mill Road and is categorized as a Minor Arterial with a 70 foot right-of-way. This connection is a valuable one, but the Minor Arterial designation does not take into consideration the following:

- The character of the residential land it crosses: most of the length of the road travels through environmentally sensitive areas where reduced imperviousness is key.
- The proposed road designation may jeopardize key design elements of the Central Park proposed in the Monument Concept Plan and adopted by the greater community.
- While working with the adjacent single-family neighborhood, it was determined that the preference for this new street is one that is similarly scaled and configured as found in their neighborhood (Open Section and 20' wide pavement width for minor residential streets).
- The road passes through a limited section of the proposed development comprised of a small number of single-family homes and townhouses accessed directly from this street. The Minor Arterial designation will have the unintended effect of eliminating homes thus reducing development viability for this area.

- The existing Stewartown Road is configured as an Open Section road.
- Community desire to minimize traffic and promote slow vehicular speeds that promote a safe pedestrian environment and that minimizes impacts to the adjacent existing neighborhood.

Monument has attached a proposed right-of-way that includes two travel lanes, two parking lanes, a shared use path and a sidewalk.

First, the parking lanes are unnecessary because there are no amenities or homes along most of the road for which parking would be required. Second, the shared use path and sidewalk are redundant and can be combined into a single pedestrian and bicycle network. Third, a curb and gutter section can be eliminated. Eliminating these elements results in a 56' foot right-of-way comprised of a 10' recreational path on one side of the street, a street tree planting strip on both sides of the street, a drainage swale on each side of the street, and two 10' travel lanes resulting in only a 30' wide impervious surface, as shown on the attached sketch. The two travel lanes carry the requisite vehicular traffic. This configuration more effectively balances the needs of vehicular circulation with the sensitive environmental features. Monument, therefore, requests that the attached right-of-way replace that shown on page 73 and that the road be redesignated throughout Chapter 6.

The proposed zoning and density/land use recommendations in the Working Draft will allow the significant investment in the environmental rehabilitation and connectivity outlined in the Master Plan and are consistent with the visioning exercises undertaken over the last several years. Consequently, Monument has no comments to these elements of the Master Plan.

Although any underlying title matters are not relevant to the master planning process, allegations have been made that there are covenants restricting the reuse of the former golf course. Please note that no such covenants exist; there are no title restrictions on the use, current or future, of the property. Similarly, the original, 50 year old, plan for Montgomery Village is intended to be updated by this Master Plan, taking into consideration the intentions of the original developers, based on current circumstances.

Monument is pleased to have the support of the overall Montgomery Village community and plans to continue to work through the Montgomery Village Foundation and those neighboring property owners that have engaged in the design process or those that choose to do so at a later date.

Thank you for your attention to this matter and your commitment to moving efficiently through the process so that this vital area of the Village does not remain stagnant any longer than necessary.

Montgomery County Planning Board
September 18, 2015
Page 4

Very truly yours,

Erica A. Leatham

EAL/akm

cc: Russell Hines
Pam Frentzel-Beyme
Yovi Sever
Josh Sloan
Chanda Beaufort
Laurence J. Brady AICP, LEED-AP
Erik Aulestia
Montgomery Village Foundation Board of Directors