

EXHIBIT A

**RELEASE AND WRITTEN NOTICE OF FINAL ACCEPTANCE
OF
CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN
PLANTING AND MAINTENANCE AGREEMENT
AND SURETY DECLARATION**

___ - Lot ___

THIS RELEASE AND WRITTEN NOTICE OF FINAL ACCEPTANCE is made as of the ___ day of _____, 20__ by TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland acting by and through the duly authorized Planning Officer ("County") for the benefit of _____ ("Owner") and his/her/its/their successors and assigns:

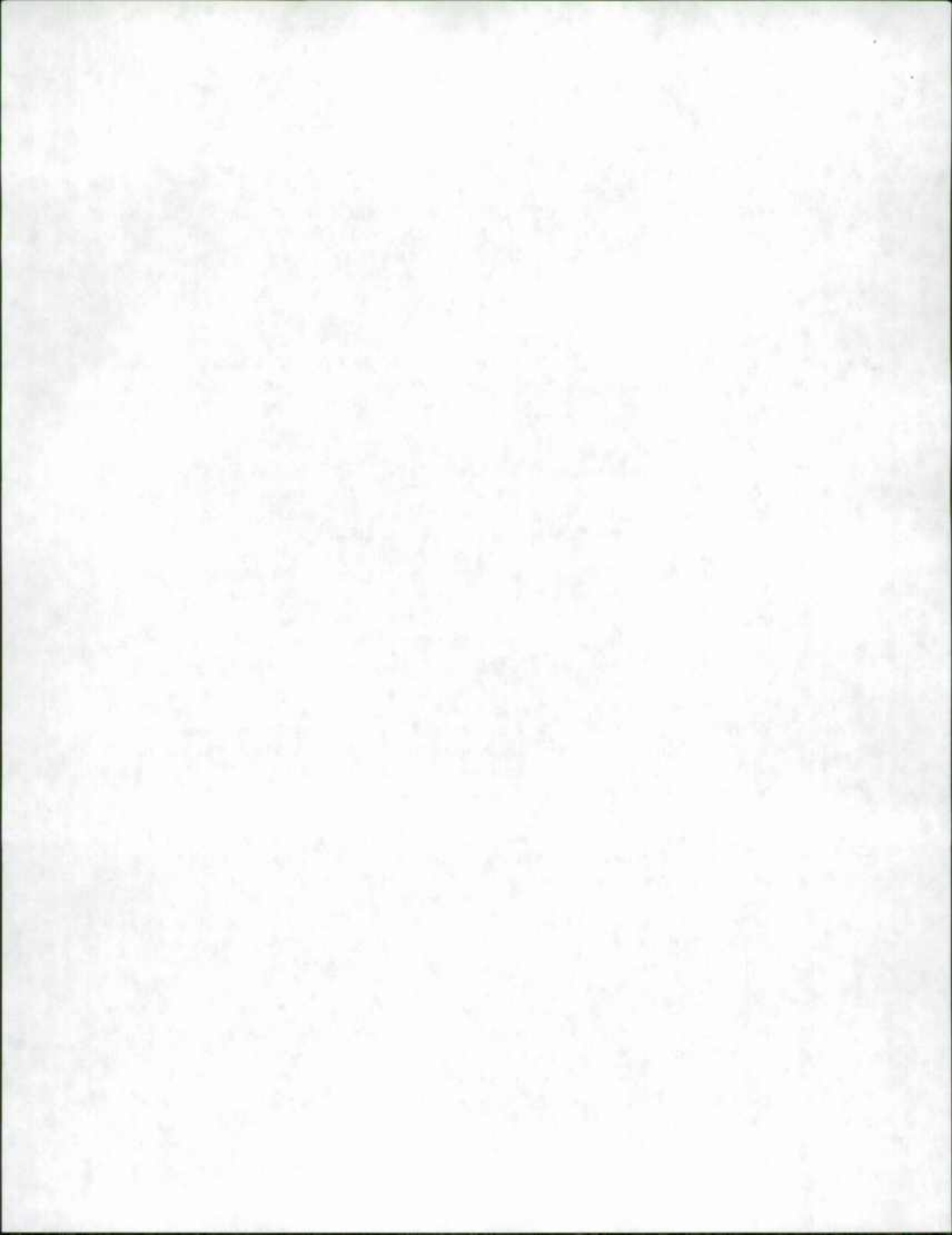
WHEREAS, County and Donald D. Foster and Ellen Marie Foster, his wife ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June ___, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ___, folio ___ ("Surety Declaration"), which applies to Lots 1, 2 and 3 ("Lots") of a subdivision known as the "Shortall Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010), and recorded among the Plat Records of Talbot County in Plat Book ___, pages ___ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner of a Lot defaults on such obligations;

WHEREAS, Owner is the owner of Lot __ ("Released Lot") pursuant to a deed dated _____ and recorded among the Land Records of Talbot County in Liber ___, folio _____, which deed is incorporated herein by reference for more particular description of the Released Lot; and

WHEREAS, County has inspected the Buffer Establishment Afforestation Area (as defined in the Surety Declaration) on such Lot and hereby confirms that all obligations arising under the Surety Declaration with respect to the Released Lot have been satisfied;

NOW THEREFORE, that in consideration of the Owner's performance of its obligations under the Surety Declaration and other good and valuable considerations, the County does hereby confirm that the Released Lot has satisfied all obligations under the Surety Declaration and forever release, acquit, discharge and exonerate the Released Lot of and from the lien,



operation, force, encumbrance and effect of the Surety Declaration, and of and from any and all process that may or can be issued in execution thereon in law, equity or otherwise howsoever.

The terms, conditions, and covenants herein shall run with the land and shall be binding upon all parties hereto and all persons or entities claiming under them.

PROVIDED, HOWEVER, that nothing herein contained shall be so constructed as to:

- (i) in any manner limit, impair or affect the lien of the Surety Declaration upon other Lots described therein and not heretofore released; or
- (ii) release the Released Lot from or terminate or modify the provisions of the Critical Area Forest and Buffer Protection Agreement recorded among the Land Records of Talbot County applicable to such Lot.

IN WITNESS WHEREOF, the County has caused this Release and Written Notice of Final Acceptance to be executed under seal as of the day and year first written above.

APPROVED AND AGREED TO:

ATTEST: TALBOT COUNTY, MARYLAND

_____ (SEAL) Date: _____
 Sandy Coyman
 Talbot County Planning Officer

Approved for Legal Form and Sufficiency,

this _____ day of _____, 20_____
 Michael L. Pullen, County Attorney

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared **SANDY COYMAN**, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Release, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public _____

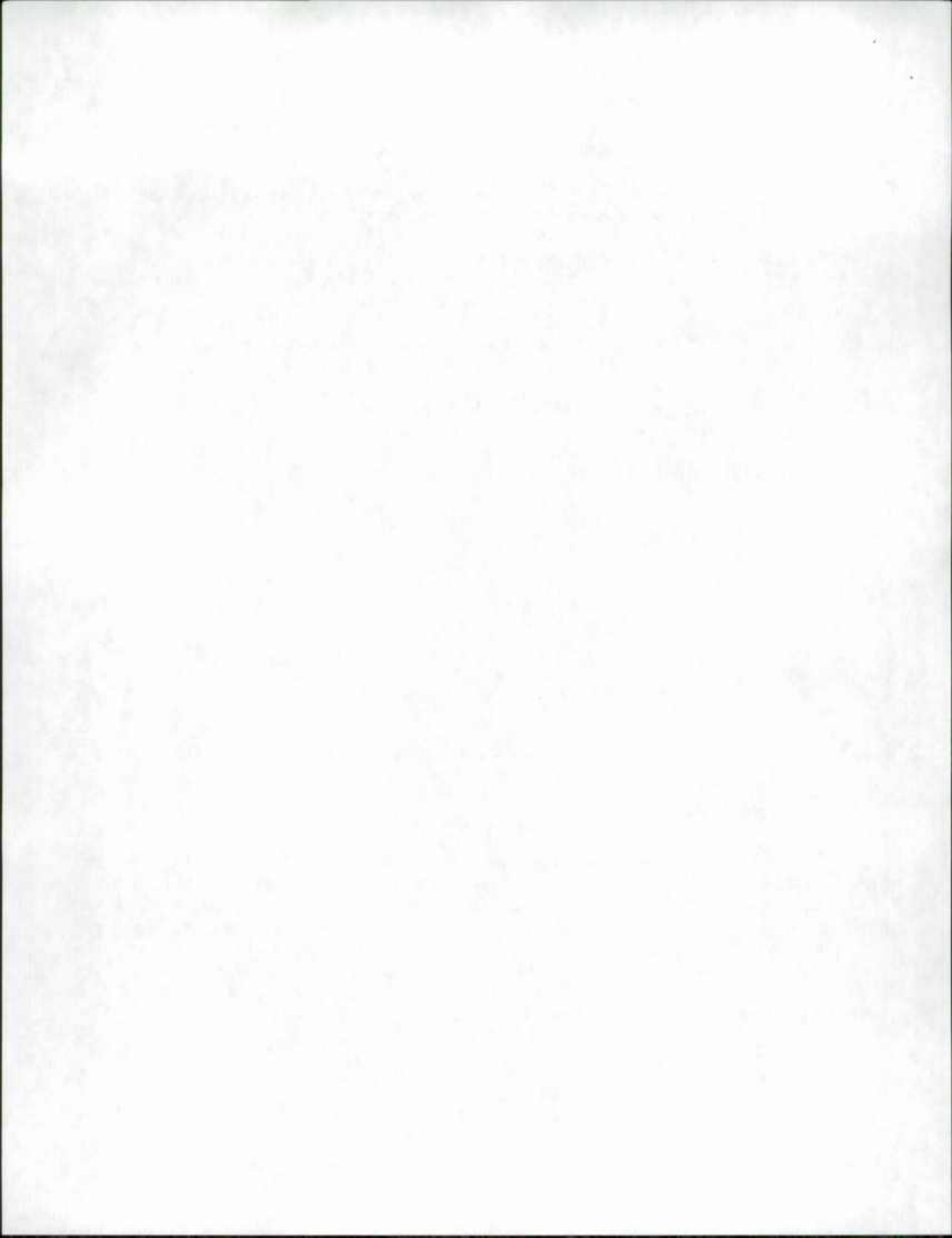


EXHIBIT B

**PARTIAL RELEASE OF LIEN
OF
CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN
PLANTING AND MAINTENANCE AGREEMENT
AND SURETY DECLARATION**

___ - Lot ___

THIS PARTIAL RELEASE OF LIEN is made as of the ___ day of _____, 20__ by TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland acting by and through the duly authorized Planning Officer ("County") for the benefit of _____ ("Owner") and his/her/its/their successors and assigns:

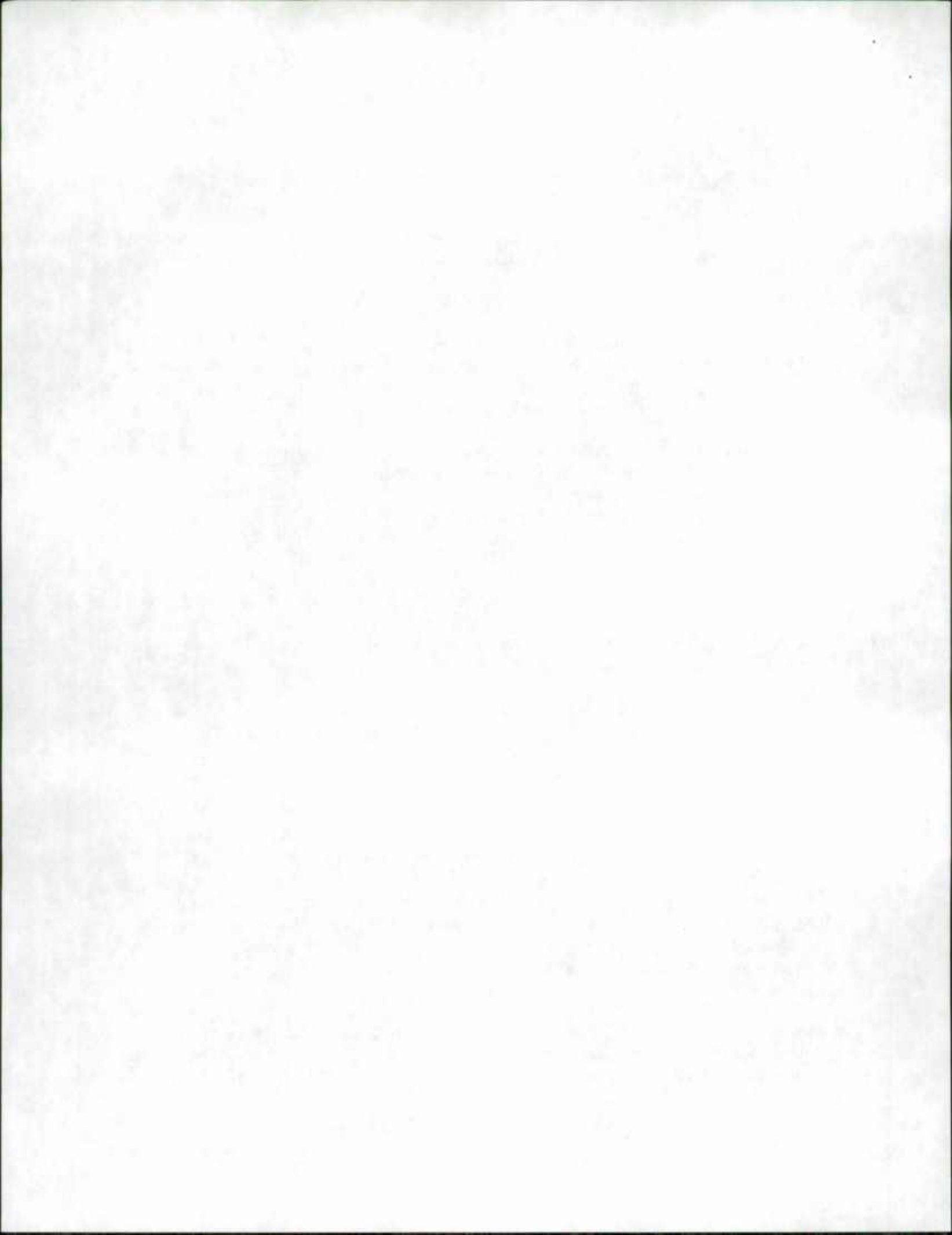
WHEREAS, County and Donald D. Foster and Ellen Marie Foster, his wife ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June ___, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ___, folio _____ ("Surety Declaration"), which applies to Lots 1, 2 and 3 ("Lots") of a subdivision known as the "Shortall Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010), and recorded among the Plat Records of Talbot County in Plat Book ___, pages _____ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner of a Lot defaults on such obligations;

WHEREAS, Owner is the owner of Lot ___ ("Released Lot") pursuant to a deed dated _____ and recorded among the Land Records of Talbot County in Liber ___, folio _____, which deed is incorporated herein by reference for more particular description of the Released Lot; and

WHEREAS, pursuant to Paragraph 5 of the Surety Declaration, the Owner has delivered to the County and the County has accepted an alternative surety for the buffer obligations applicable to the Released Lot under the Surety Declaration for the purpose of releasing such lot from the provisions of Paragraph 10 and the lien established thereby;

NOW THEREFORE, that in consideration of the Owner's provision of the alternative surety and other good and valuable considerations, the County does hereby forever release, acquit, discharge and exonerate the Released Lot of and from the lien, operation, force, encumbrance and effect of the lien and provisions of Paragraph 10 of the Surety Declaration, and



of and from any and all process that may or can be issued in execution thereon in law, equity or otherwise howsoever.

The terms, conditions, and covenants herein shall run with the land and shall be binding upon all parties hereto and all persons or entities claiming under them.

- PROVIDED, HOWEVER, that nothing herein contained shall be so constructed as to:
- (iii) release the Released Lot from performance of the Plan or the provisions of the Surety Declaration other than Paragraph 10;
 - (iv) in any manner limit, impair or affect the lien of the Surety Declaration upon other Lots described therein and not heretofore released; or
 - (v) release the Released Lot from or terminate or modify the provisions of the Critical Area Forest and Buffer Protection Agreement recorded among the Land Records of Talbot County applicable to such Lot.

IN WITNESS WHEREOF, the County has caused this Partial Deed of Release to be executed under seal as of the day and year first written above.

APPROVED AND AGREED TO:

ATTEST: TALBOT COUNTY, MARYLAND

_____ (SEAL) Date: _____
 Sandy Coyman
 Talbot County Planning Officer

Approved for Legal Form and Sufficiency,

this ____ day of _____, 20____

 Michael L. Pullen, County Attorney

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared SANDY COYMAN, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Partial Release, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

My Commission expires: _____ Notary Public

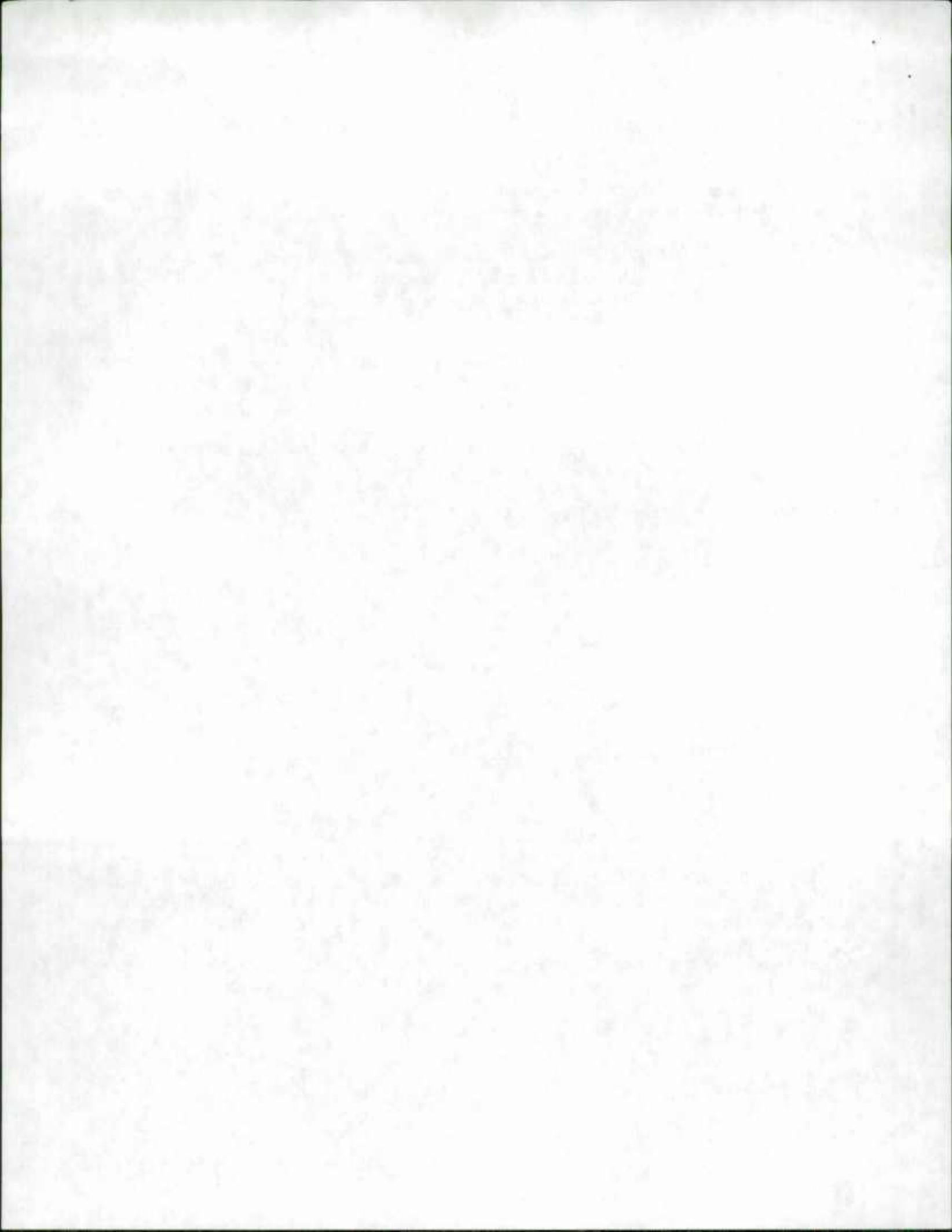


EXHIBIT C

CERTIFICATE OF COMPLIANCE
OF
CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN
PLANTING AND MAINTENANCE AGREEMENT
AND SURETY DECLARATION

___ - Lot ___

THIS CERTIFICATE OF COMPLIANCE is made as of the ___ day of _____, 20__ by TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland acting by and through the duly authorized Planning Officer ("County") for the benefit of _____ ("Requesting Party") and his/her/its/their successors and assigns:

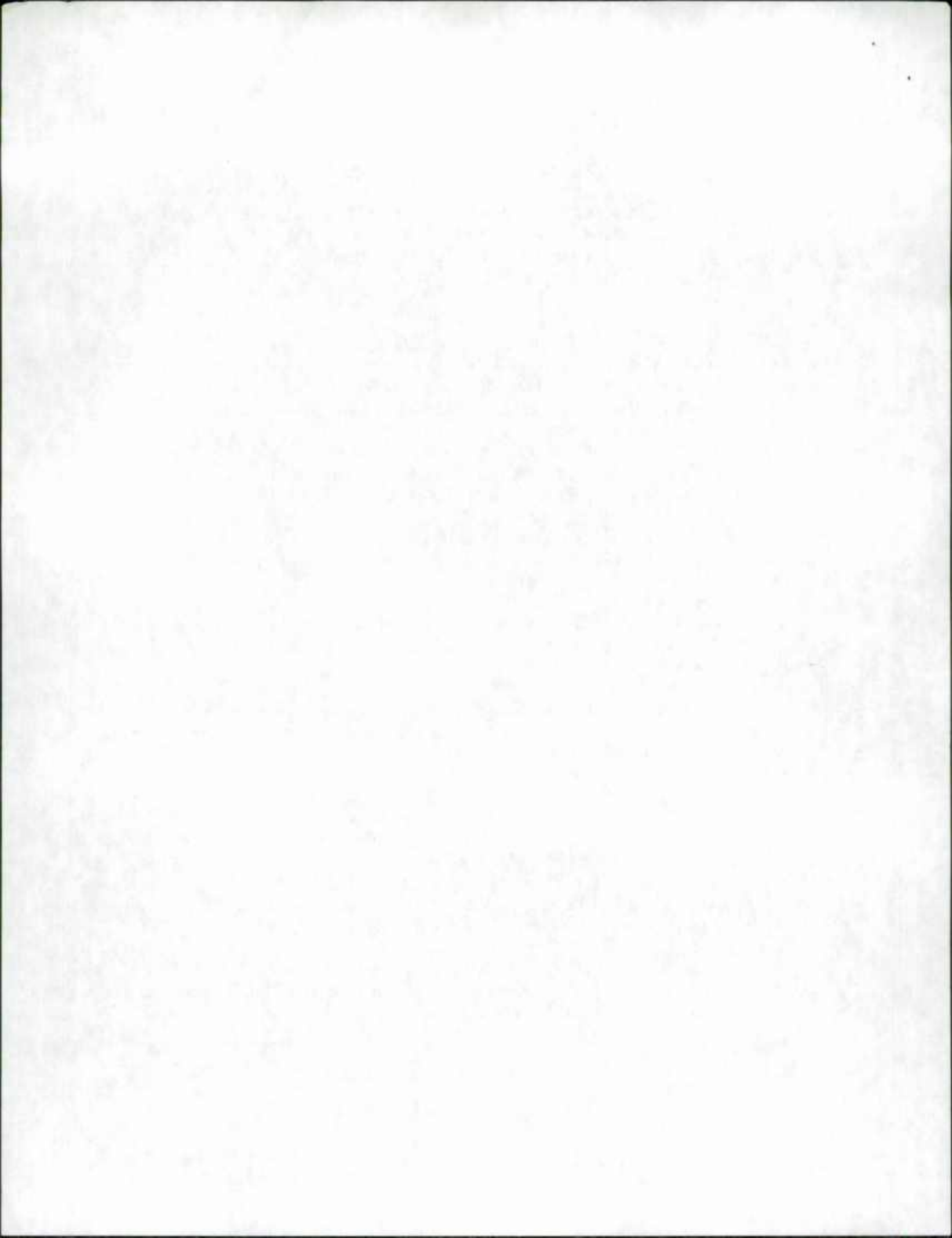
WHEREAS, County and Donald D. Foster and Ellen Marie Foster, his wife ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June ___, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ___, folio _____ ("Surety Declaration"), which applies to Lots 1, 2 and 3 ("Lots") of a subdivision known as the "Shortall Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010), and recorded among the Plat Records of Talbot County in Plat Book ___, pages _____ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner of a Lot defaults on such obligations; and

WHEREAS, the Requesting Party submitted a request to County in accordance with Paragraph 11 of the Surety Declaration for a Certificate of Compliance to confirm the status of Lot No. ___ ("Certified Lot") with the Surety Declaration;

THE COUNTY HEREBY CERTIFIES that, as of the date hereof, the status of the Certified Lot's compliance with the Surety Declaration is as follows:

1. The Certified Lot **IS** or **IS NOT** [*circle one*] in compliance with the Surety Declaration. In the event that the Certified Lot is not in compliance, the following actions must be completed to bring the Certified Lot into compliance [*insert additional pages, if necessary*]:



2. The amount(s), if any, of Remedial Costs, Default Interest, Late Fee(s) and Attorneys' Fees (billed or unbilled) accrued and currently unpaid with respect to the Certified Lot are as follows:

- i. Remedial Costs: \$ _____;
 - ii. Default Interest: \$ _____ (accruing since _____, 20__);
 - iii. Late Fee(s): \$ _____ (accruing since _____, 20__); and
 - iv. Attorneys' Fees: \$ _____.
- TOTAL (TO DATE): \$ _____**

In the event that the Total set forth above exceeds \$0, copies of all outstanding invoices related to the Certified Lot are attached hereto and incorporated herein by reference.

3. This Certificate of Compliance accurately indicates the state of the Certified Lot's compliance with the Surety Declaration as of the date hereof. This Certificate shall be binding on County and may be relied upon by the Requesting Party, its heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the County has caused this Certificate of Compliance to be executed as of the day and year first written above.

ISSUED:

ATTEST: TALBOT COUNTY, MARYLAND

_____ (SEAL) Date: _____
Sandy Coyman
Talbot County Planning Officer

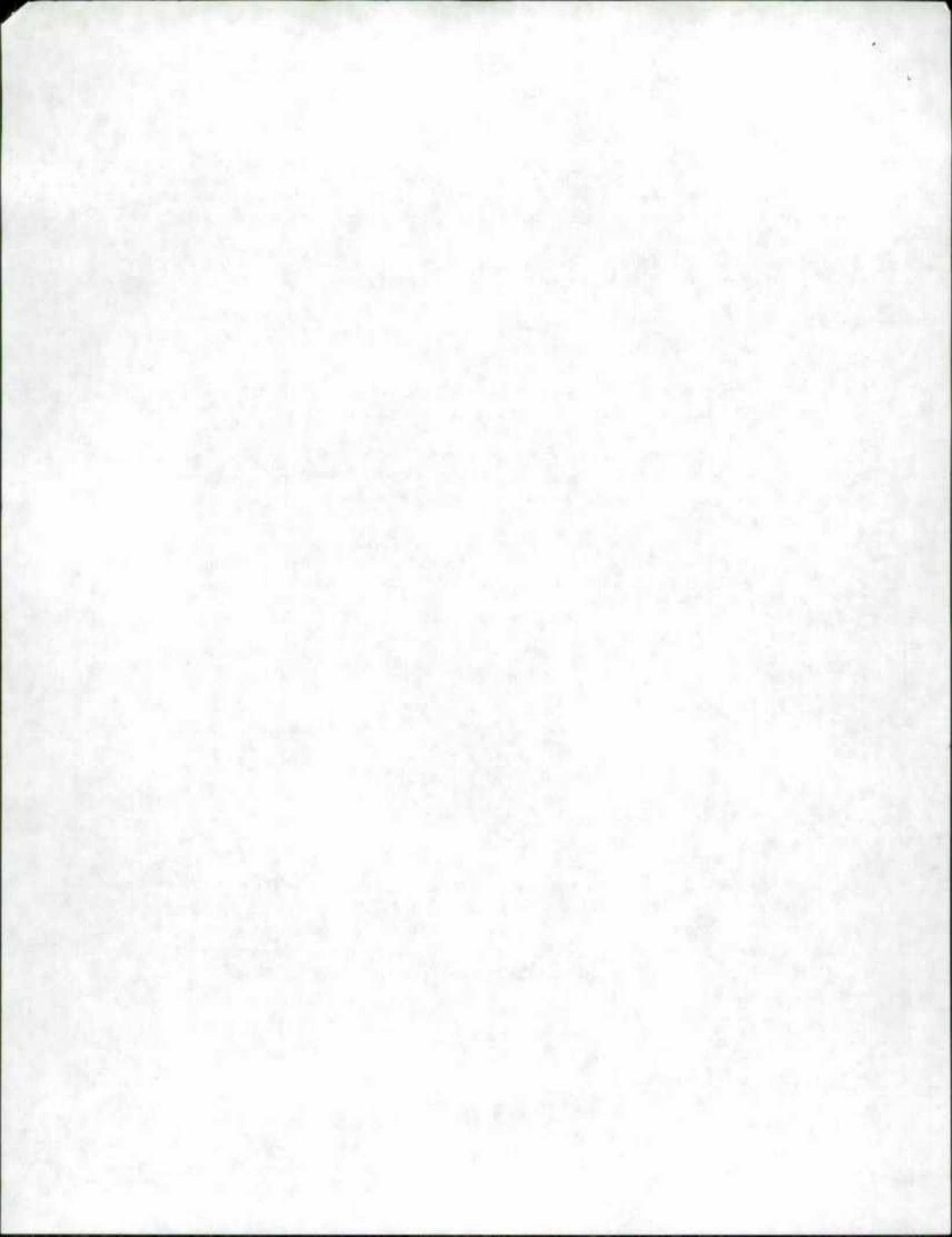
STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared **SANDY COYMAN**, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Partial Release, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

My Commission expires: _____

Notary Public



RECEIVED
JUN 11 2010
CRM c/lc/lc

DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS

THIS DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS ("Declaration") is made this ____ day of _____, 2010, by **DONALD D. FOSTER and ELLEN MARIE FOSTER, his wife** (collectively "Declarant").

WHEREAS, the Declarant has caused the preparation of a subdivision plat titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010), and which is intended to be recorded among the Plat Records of Talbot County, Maryland simultaneously herewith ("Plat"); and

WHEREAS, the Declarant intends to construct a roadway known as "Shortall Farm Lane" (the "Roadway") to serve those portions of the Property shown and depicted on the Plat as Lots 1 through 3, inclusive; and

WHEREAS, the Declarant hereby executes this Declaration to provide for the use, maintenance and repair of the Roadway and to allocate the expenses for the construction and maintenance of the Roadway and all associated improvements to the current and future owners of those portions of the Property shown and depicted on the Plat as Lots 1 through 3, inclusive.

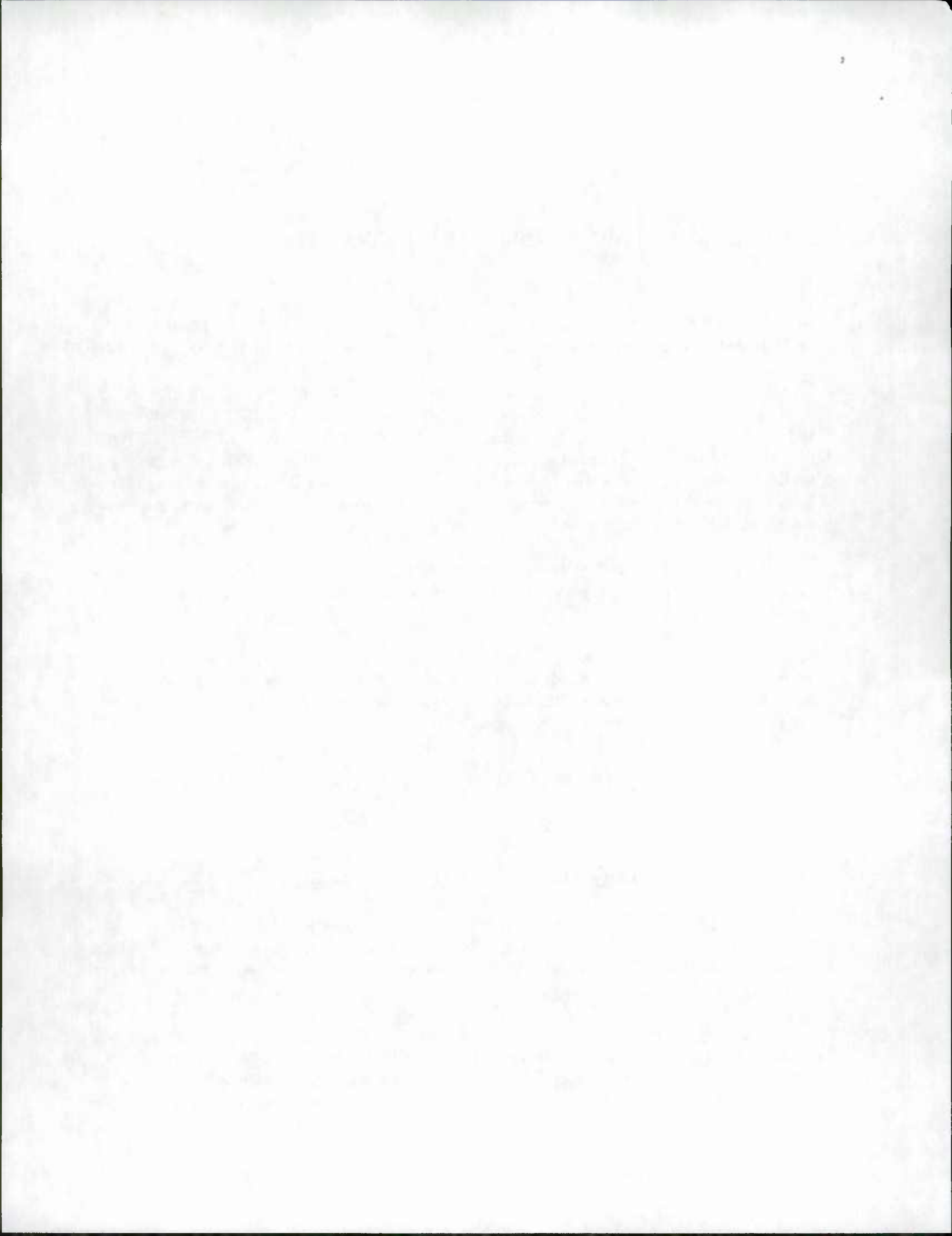
WITNESSETH:

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

1. **Identification of Parcels.** The lots or parcels which are, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration are located in Talbot County, Maryland, and are more particularly shown and depicted on the Plat as Lots 1 through 3, inclusive.

2. **Benefitted Parcels.** The term "Benefitted Parcel" shall be deemed to mean and refer to each of the lots or parcels more particularly shown and depicted on the Plat as Lots 1 through 3, inclusive. The term "Benefitted Parcel" shall be further deemed to include all subdivided portions, if any, of each lot or parcel described in this Paragraph 2 as may be created from time to time whose



future use of the Roadway shall have been approved by all applicable regulatory authorities for use as access to a Lot improved by or intended to be improved by a residential structure.

ARTICLE II

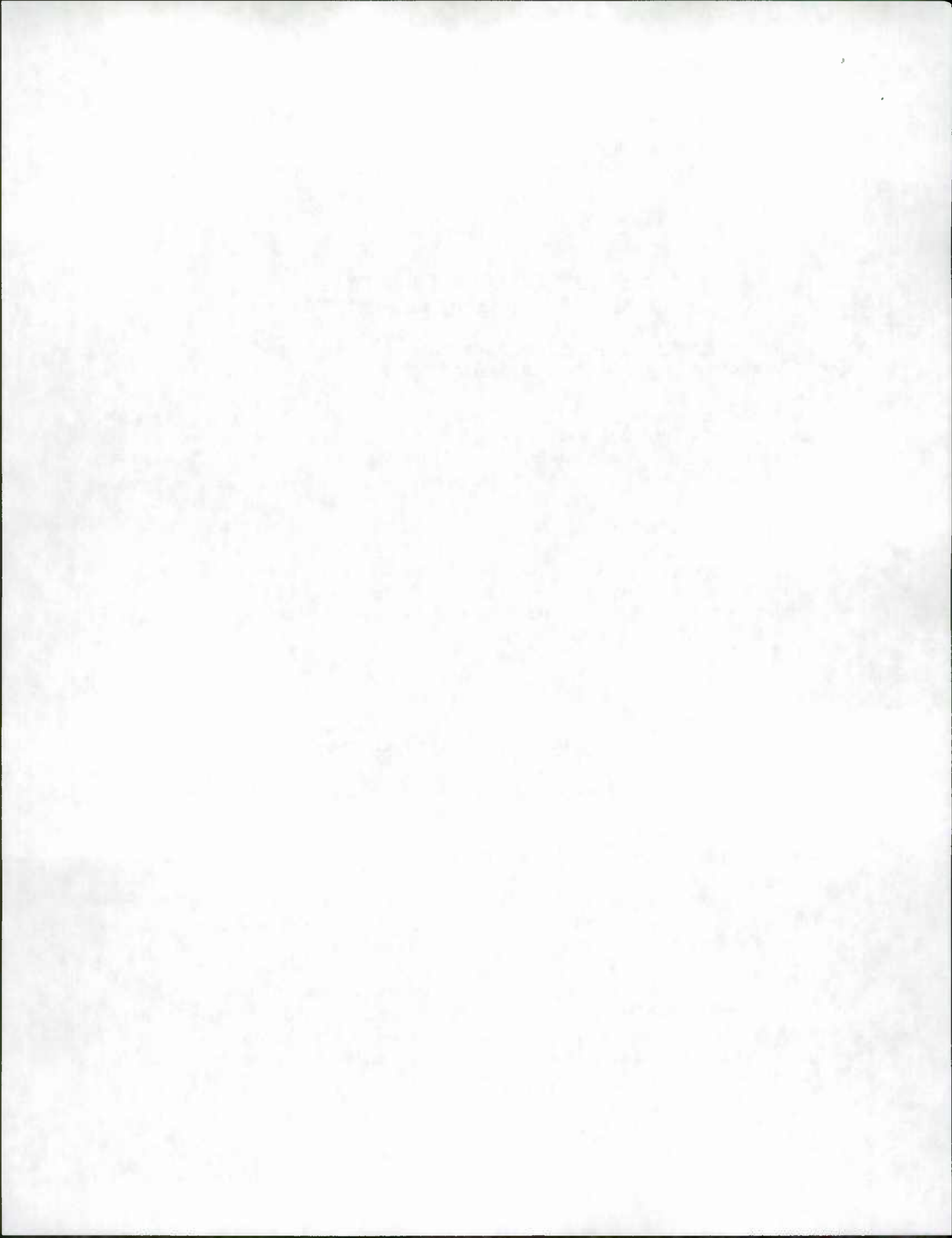
CONSTRUCTION OF THE ROADWAY AND VEGETATIVE WATER QUALITY SWALES

1. **Road Construction Specifications.** Declarant shall construct the Roadway in conformance with the specifications shown on Exhibit A-1 through A-6 attached hereto.
2. **Vegetative Water Quality Swales.** Concurrently with the construction of the Roadway described in the foregoing Paragraph 1 of this Article II, Declarant shall construct Vegetative Water Quality Swales in conformance with the specifications of Talbot County, Maryland, as more particularly shown on Exhibit A-7 attached hereto and in the locations shown and depicted on the Plat as "VEGETATIVE WATER QUALITY SWALES FOR STORMWATER MANAGEMENT."
3. **Construction Costs.** All costs of construction to complete the Roadway and all associated improvements (such as culverts, swales and drainage ditches) in accordance with the specifications shown on Exhibits A-1 through A-6 and the Vegetative Water Quality Swales shown on Exhibit A-7 shall be borne by the Declarant.

ARTICLE III

MAINTENANCE OF ROADWAY

1. **Roadway Maintenance Obligations.** Upon completion of construction of the Roadway, all drainage swales and all other swales (except for those swales shown and depicted on the Plat as "Vegetative Water Quality Swales for Stormwater Management") and the Roadway shall thereafter be maintained in good order and repair by causing, as the need should arise:
 - (a) Any necessary repairs or replacement of materials required to keep the surface of the Roadway at its present width free of objectionable holes, ruts, bumps, subsidences and other defects which materially interfere with the safe and convenient passage of vehicular traffic thereover;
 - (b) Any necessary repairs or replacements necessary to maintain a vegetative ground cover within the entirety of any flat bottom swales constructed in the manner depicted on Exhibit A-1 attached hereto, and to keep all such swales free of debris, trash and accumulation of materials which would cause the Roadway to be flooded, undermined or otherwise damaged by water;



(c) Any necessary repairs required to maintain any culverts extending under the Roadway;

(d) Unless the mowing and maintenance of grass on either side of the Roadway (including the flat bottom swales extending along the Roadway) shall be undertaken as a collective community expense, each owner of a lot or parcel fronting on the Roadway shall mow and maintain the grass along the Roadway within the owner's lot or parcel or lying between the owner's lot or parcel and the paved surface of the Roadway; and

(e) The removal of snow and ice from any portion of the Roadway.

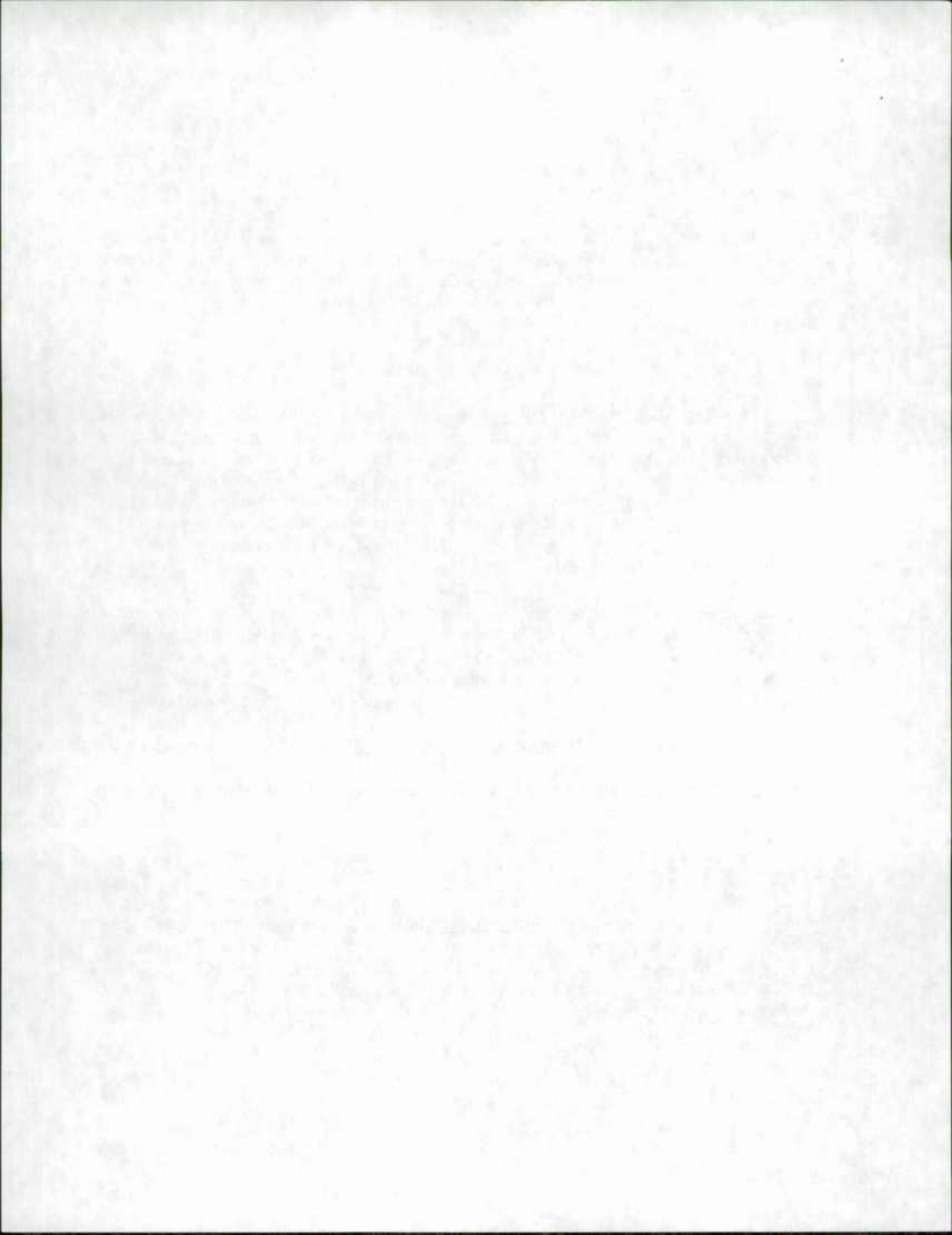
2. **Exclusions from Scope of Declaration.** As used in this Declaration and for purposes of allocation of expenses related to the Roadway, the term "maintenance" and "repairs" shall not include a rebuilding (unless required by ordinary wear and tear), realignment or widening of the Roadway, any upgrading of the surface of the Roadway in excess of the standards shown and depicted on Exhibits A-1 through A-6 attached hereto, or any improvement of the Roadway to meet the standards of the applicable governing jurisdiction for dedication of the Roadway to public use, it being intended that any such upgrades or improvements to the Roadway shall not be covered by, nor fall within, the scope of this Declaration.

3. **Expense Allocation.** The expenses incurred from time to time in connection with the maintenance and ordinary repairs of the Roadway as described herein shall be divided initially into three (3) shares and shall be allocated in equal shares to each of Lots 1 through 3 described in Article I of this Declaration. Any extraordinary repairs shall be the responsibility of the owner of the property whose actions caused the necessity of such repairs as set forth in Paragraph 5 below.

4. **Liability for Ordinary Road Maintenance Expenses.** In accordance with the expense allocation provisions of Section 3 of this Article III, the owners of the Benefitted Parcels shall be responsible for a proportionate share of expenses incurred for the maintenance and repair of the Roadway and shall pay their proportionate share of expenses within thirty (30) days after the date of receipt of written notice of a determination pursuant to Section 6 of this Article III to undertake such maintenance and repairs and the amount of the charges incurred or proposed to be incurred therefor.

5. **Liability for Extraordinary Road Maintenance Expenses.** Notwithstanding any provision to the contrary contained in this Declaration, each owner of a Benefitted Parcel shall be liable for and shall pay the full cost of any repairs to the Roadway caused by the owner, its agents or contractors in connection with activities other than routine ingress and egress by passenger vehicles including, but not limited to, damage caused by construction vehicles and equipment, moving vans, delivery vehicles or farming and lawn maintenance equipment.

6. **Voting Rights.** All rights, powers, authorities and decisions (including, without limitation, the determination as to the need for and extent of the maintenance and repairs of the



Roadway) created or exercised under the terms of this Declaration shall be exercised by a simple majority vote of the owners of the Benefitted Parcels, each such owner to be entitled to one (1) vote for each share of expenses that such owner is required to bear hereunder. In the event of any dispute or claim arising out of this Declaration that cannot be resolved by a majority vote of the owners of the Benefitted Parcels, the owners of the Benefitted Parcels hereby agree, on behalf of themselves and on behalf of their respective successors in interest, to submit the claim or dispute to mediation through a mediator or mediation service as selected by the majority vote of the owners of the Benefitted Parcels. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the owners of the Benefitted Parcels. In the event that any dispute or claim arising out of this Declaration cannot be resolved by mediation as provided herein, then the matter shall be referred to arbitration under the provisions of the Maryland Uniform Arbitration Act.

ARTICLE IV

MAINTENANCE OF VEGETATIVE WATER QUALITY SWALES

Upon completion of the construction of the Vegetative Water Quality Swales as shown and depicted on the Plat, that portion of any Vegetative Water Quality Swale located within the boundaries of a Lot shall thereafter be maintained in good order and repair by the owner of the Lot on which the Vegetative Water Quality Swale is located by causing, as the need should arise:

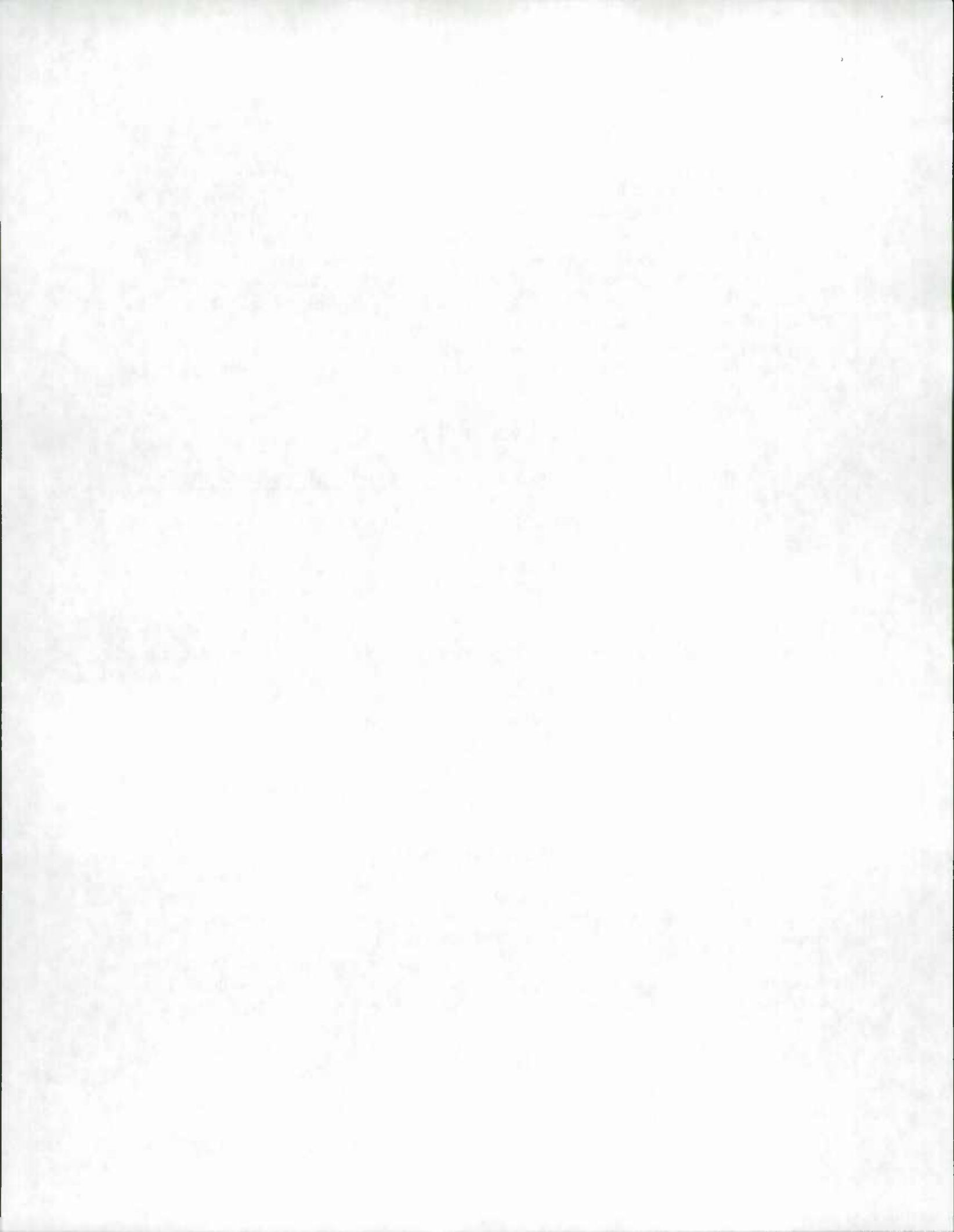
(a) Any necessary repairs or replacement of materials required to maintain a vegetative ground cover within any Vegetative Water Quality Swale shown and depicted on the Plat; and

(b) The mowing of all such areas and the regular removal of any accumulated debris that impedes the proper flow of drainage.

ARTICLE V

MISCELLANEOUS

1. **Termination or Amendment.** The provisions of this Declaration may be terminated or amended by a written agreement to terminate or amend signed by all of the then owners of the Property, approved by the County Engineer for Talbot County, Maryland, and recorded among the Land Records of Talbot County, Maryland; provided, however, that this Declaration shall automatically terminate, as to the applicable portion of the Roadway, upon the dedication to and acceptance by any public body of any portion of the Roadway for use and maintenance as a public road.



2. **Binding Effect.** The provisions hereof shall run with and bind the Property and shall inure to the benefit of, and may be enforced by the Declarant or any future owner of any lot or parcel which becomes subject to the provisions hereof.

3. **Acceptance.** Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of any Benefitted Parcel is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in any Benefitted Parcel.

IN WITNESS WHEREOF, the Declarant has signed and sealed this Declaration the day and year first above written.

WITNESS:

DONALD D. FOSTER (SEAL)

ELLEN MARIE FOSTER (SEAL)

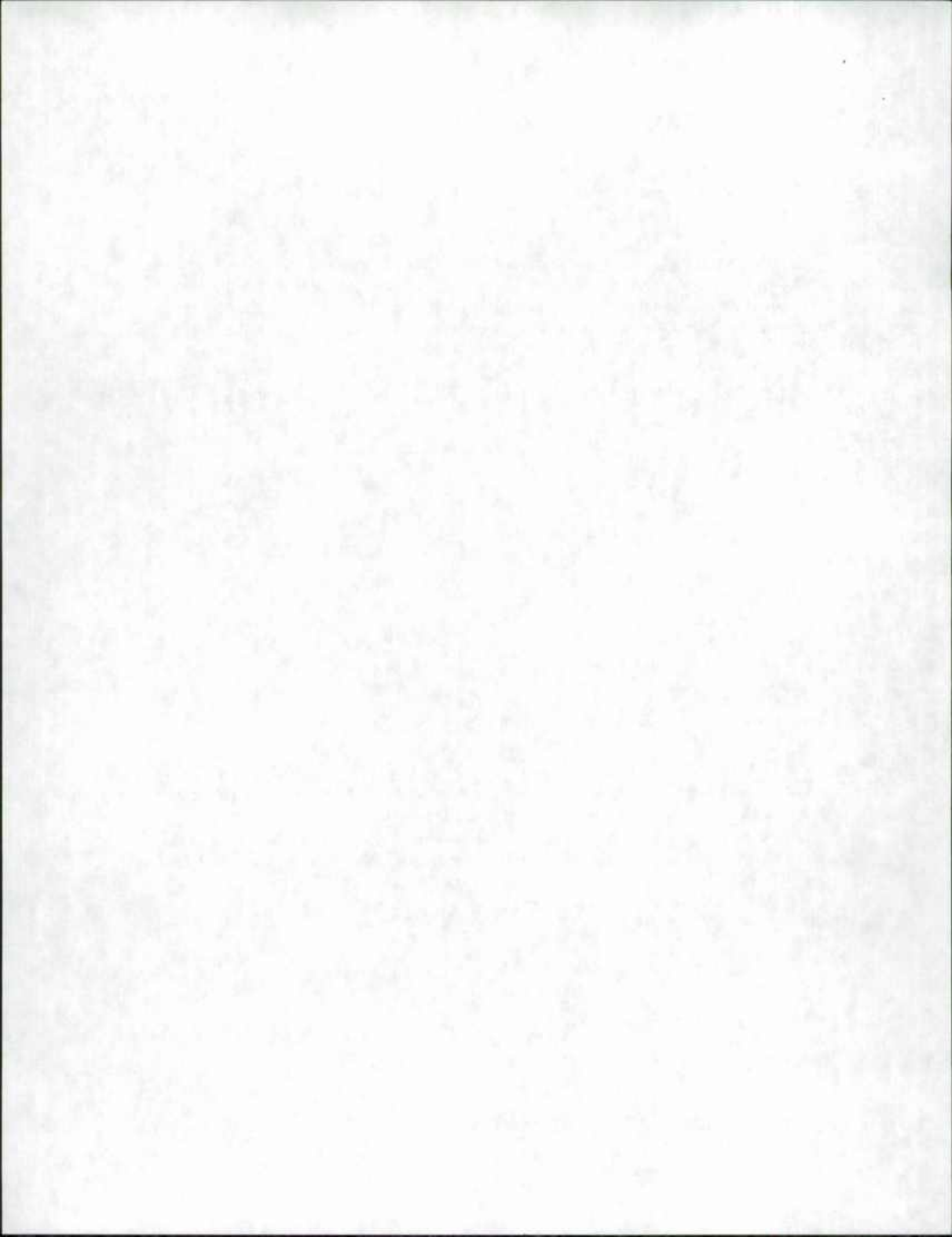
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

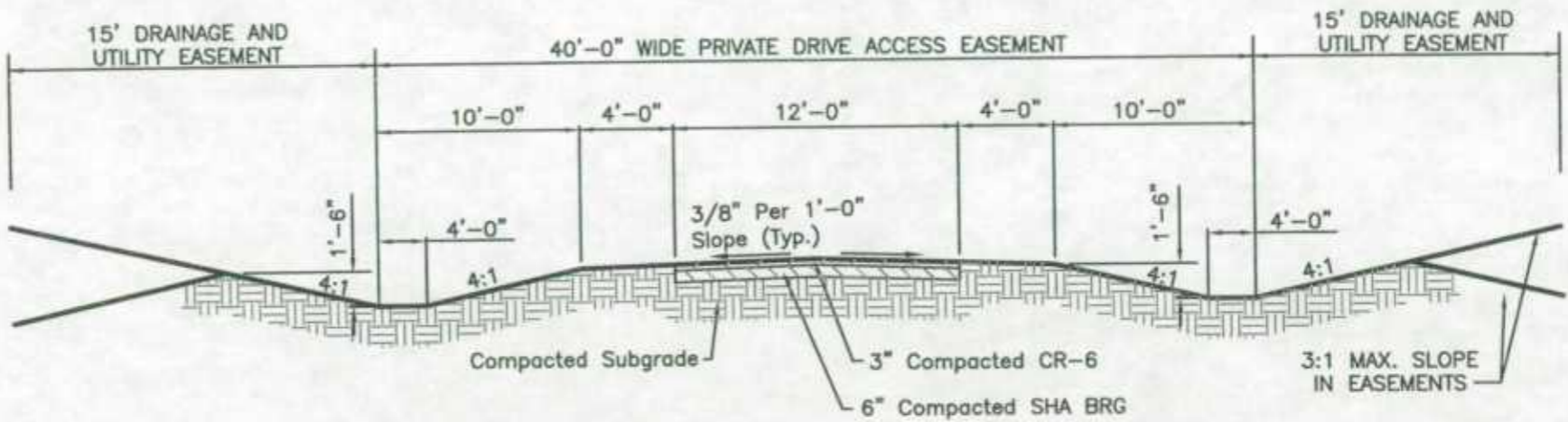
I HEREBY CERTIFY, that on this ____ day of _____, 2010, before me, the subscriber, a Notary Public of the aforesaid State, personally appeared **DONAL D. FOSTER and ELLEN MARIE FOSTER, his wife**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within and foregoing Declaration and acknowledged that they executed the same for the purposes therein contained and further acknowledged said Declaration to be their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:





NOTES:

1. PROVIDE 4" MIN. TOPSOIL, FERTILIZE, SEED & MULCH ALL DISTURBED AREAS ON BOTH SIDES. INSTALL EROSION AND CONTROL MATTING TO DITCH BOTTOM AND SIDE SLOPES.
2. ENTIRE 70' WIDTH SHOULD BE CLEARED AND GRADED AS SHOWN, UNLESS NOTED OTHERWISE.
3. AT CROSS CULVERT LOCATIONS, INCREASE DITCH FORESLOPE AS NEEDED TO MEET CULVERT INVERTS. TRANSITION BACK TO TYPICAL SECTION 5' EACH SIDE OF CULVERTS.
4. REFER TO PLAN AND PROFILE SHEETS FOR DITCH VARIATIONS FROM THIS TYPICAL SECTION. SOME AREAS WILL HAVE NO DITCH, OTHERS REQUIRE BERM CONSTRUCTION TO FORM A DITCH. ALL DITCH AND BERM SIDE SLOPES SHALL BE 4:1 (EXCEPT AT CULVERT LOCATION - SEE NOTE ABOVE). ALL DITCHES (WHERE APPLICABLE) SHALL HAVE A 4' WIDE FLAT BOTTOM.

PRIVATE ROAD TYPICAL SECTION
NOT TO SCALE



FILE No. 1683
JOB No. 080216
SCALE: AS NOTED
DATE: 5/17/10

SHEET No.

TYPICAL ROAD CROSS SECTION

ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER & ELLEN MARIE FOSTER

TALBOT COUNTY, MARYLAND
TAX MAP 16 GRID 16 PARCEL 45

Lane Engineering, LLC

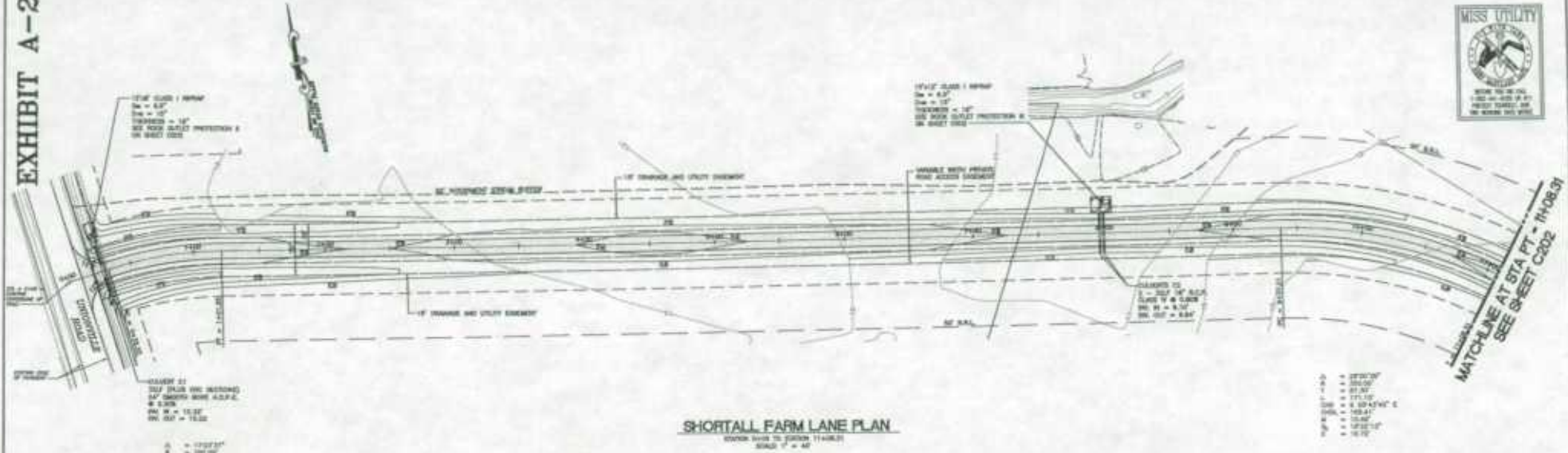
Civil Engineers • Land Planning • Land Surveyors
Established 1986



117 Bay St. Easton, MD 21601 (410) 822-9003
15 Washington St. Cambridge, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centerville, MD 21617 (410) 758-2085

© LANE ENGINEERING, LLC

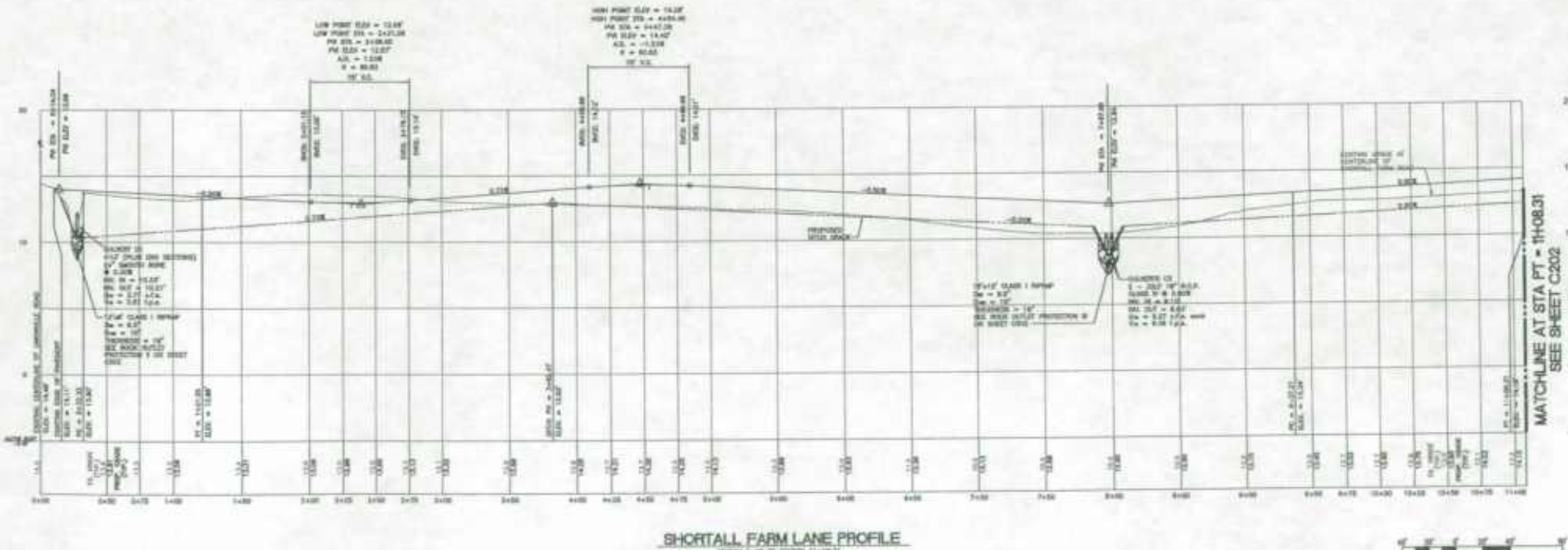
Date: 04/09/2010 - 10:18am User: bhandy Project Manager: BILL STACS Drawing Path: J:\2008\0200\090216\CadData\DWG\DOT-PLTS-090216.dwg
 XREF File(s): GSS-BASE-090218



REVISIONS	
NO.	DESCRIPTION

SHORTALL FARM LANE PLAN
SOURCE: CIVIL TO CIVIL (11-08-31)
SCALE: 1" = 40'

REFERENCE NOTES:
1. SEE SHEET C202 FOR TYPICAL ROAD CROSS SECTION.



SHORTALL FARM LANE PROFILE
SOURCE: CIVIL TO CIVIL (11-08-31)
SCALE: 1" = 40' VERTICAL
1" = 2' HORIZONTAL



Lane Engineering, LLC

Geotechnical 1998
Civil Engineers • Land Planning • Land Surveyors

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or supervised by me and that I am a duly licensed professional engineer under the laws of the State of Mississippi (License No. 5288), Registered since August 29, 2018.



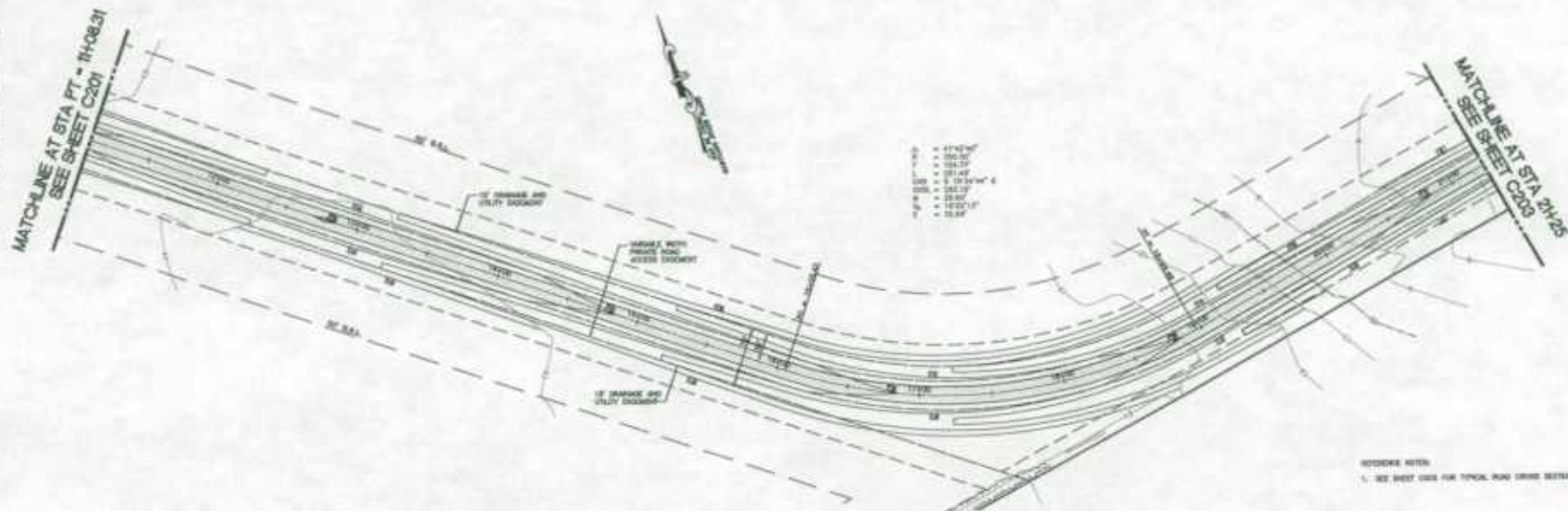
SHORTALL FARM LANE PLAN AND PROFILE

ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER &
EILEEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT
SALUST COUNTY, MISSISSIPPI
BY AND FOR THE BOARD OF SUPERVISORS

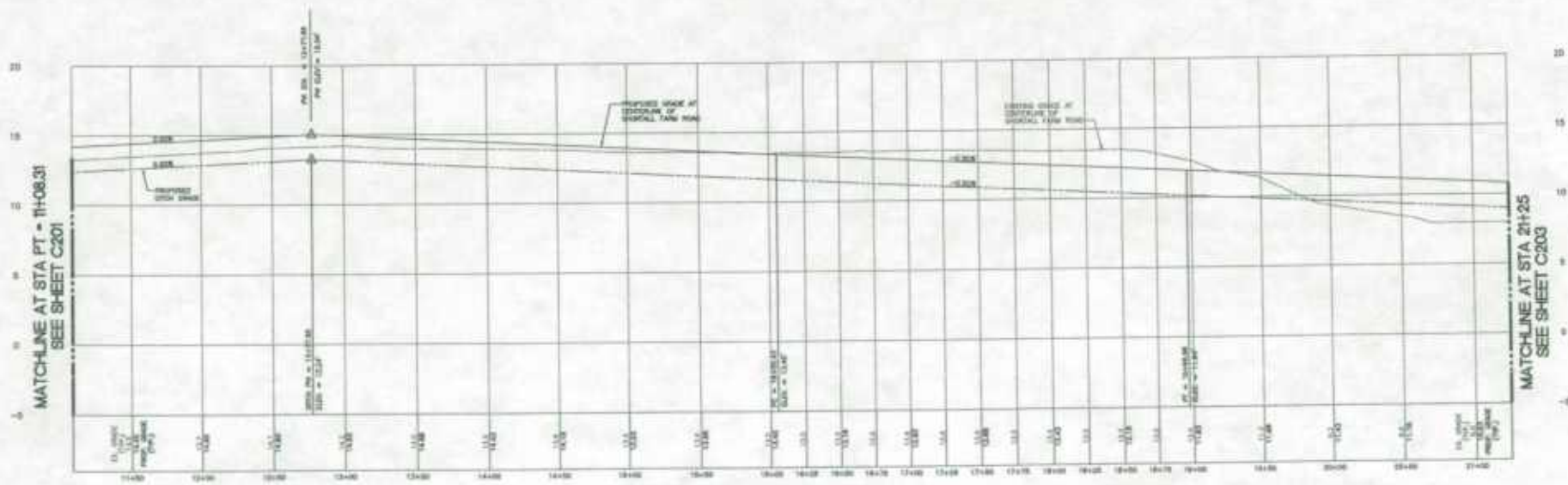
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE

SHEET NO.	C202
TOTAL SHEETS	02/12
DATE	AS NOTED
DATE	1985

EXHIBIT A-3



SHORTALL FARM LANE PLAN
STATION 11+08.31 TO STATION 21+25
SCALE 1" = 40'



SHORTALL FARM LANE PROFILE
STATION 11+08.31 TO STATION 21+25
SCALE 1" = 4' VERTICALLY



REVISIONS	
NO.	DESCRIPTION

Blank area for notes or signatures.

Lane Engineering, LLC
 December 1996
 Civil Engineers • Land Planning • Land Surveys
 1115 N. I-10, Suite 200, Memphis, TN 38117
 901-525-1100

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Mississippi, license no. 44325, expiration date August 31, 2012.



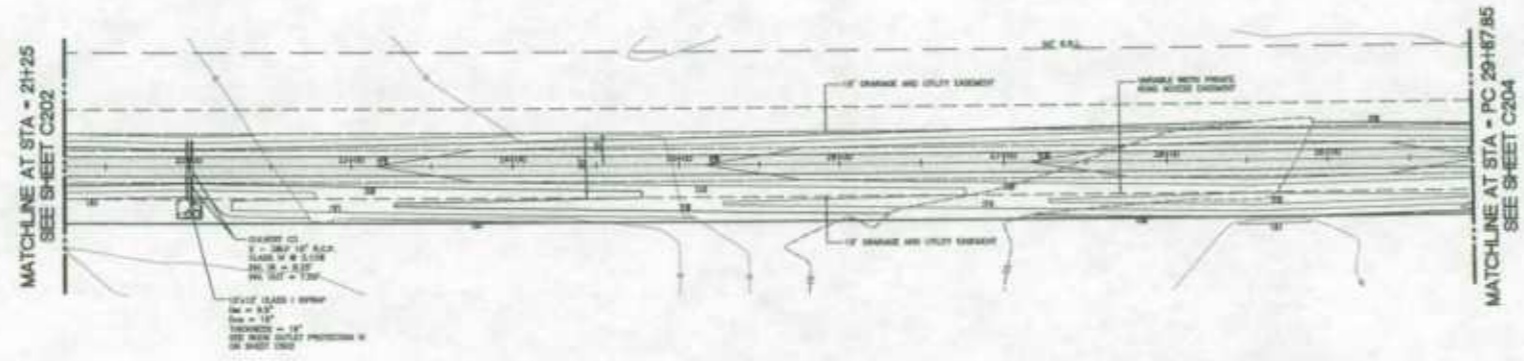
SHORTALL FARM LANE PLAN AND PROFILE
 ON THE LANDS OF "SHORTALL FARM"
 DONALD D. FOSTER & ELLEN MARIE FOSTER
 IN THE FIRST ELECTION DISTRICT
 SHELBY COUNTY, MISSISSIPPI
 20 SEP 18 2008 10 10:00 AM

PROJECT NO.	08-1103
DATE	8/27/08
BY	AS NOTED

SCALE	AS NOTED
DATE	8/27/08
BY	AS NOTED

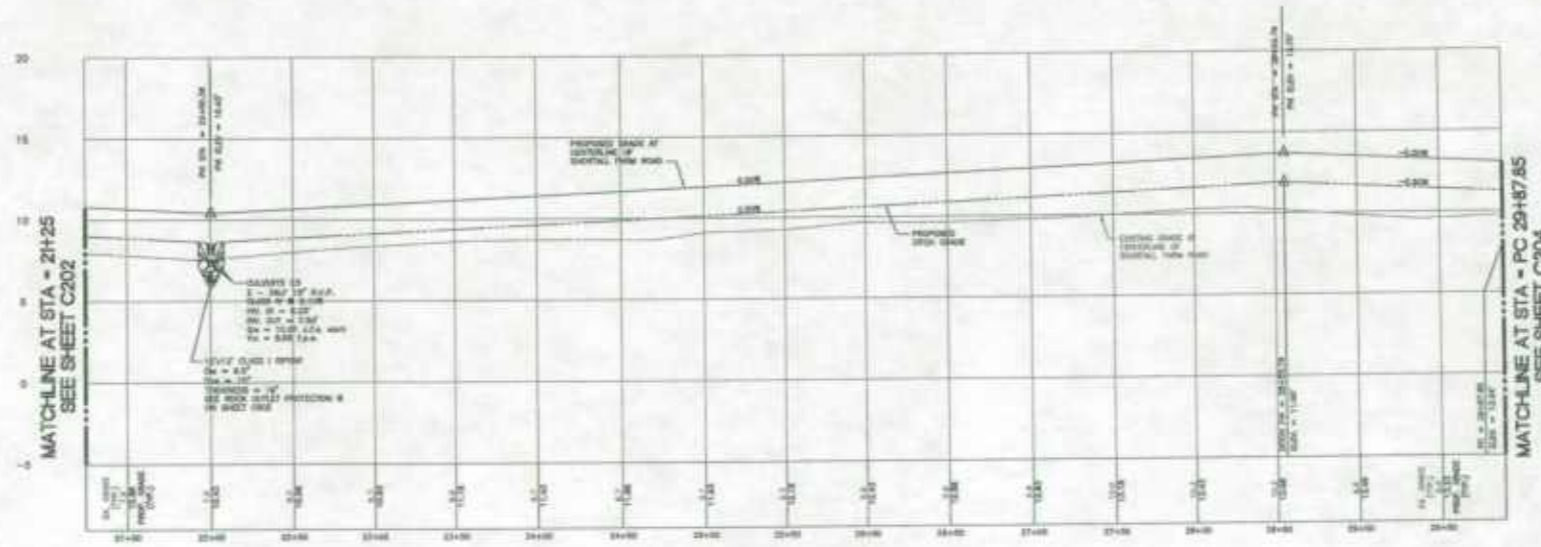
MISSISSIPPI PROFESSIONAL ENGINEER SEAL FOR LANE ENGINEERING, LLC. EXPIRES 8/31/12. SEE SHEET C203 FOR TYPICAL ROAD CROSS SECTION.

EXHIBIT A-4



SHORTALL FARM LANE PLAN
2000 STAGS TO CENTER PC 29+87.85
 ROAD 1" = 40'

REFERENCE NOTES
 1. SEE SHEET C202 FOR TYPICAL ROAD CROSS SECTION.



SHORTALL FARM LANE PROFILE
2000 STAGS TO CENTER PC 29+87.85
 ROAD 1" = 40' VERTICAL
 1" = 40' HORIZONTAL



Lane Engineering, LLC

Established 1999
 Civil Engineers • Land Planning • Land Surveys

PROFESSIONAL CERTIFICATION: I am duly licensed and qualified in the State of Missouri to perform the duties of a Professional Engineer.



**SHORTALL FARM LANE
 PLAN AND
 PROFILE**
 ON THE LANDS OF
"SHORTALL FARM"
**DONALD D. FOSTER &
 ELLEN MARIE FOSTER**
 IN THE FIRST ELECTION DISTRICT
 CLAYTON COUNTY, MISSOURI
 TAX MAP IS ONE OF JANUARY 48

DATE FOR THE PROJECT	DATE OF THE PROJECT
DATE FOR THE PROJECT	DATE OF THE PROJECT
DATE FOR THE PROJECT	DATE OF THE PROJECT

SHEET NO. C203	TOTAL SHEETS 186
DATE AS NOTED	DATE OF THE PROJECT

EXHIBIT A-5

KAD 88 (2008)
MARYLAND STATE PLANS



12" x 12" CLASS I IRONP
Dia = 8.5"
Dia = 15"
THICKNESS = 18"
SEE ROCK OUTLET PROTECTION II ON SHEET CS01

SEE PARCEL 47
KARA & THOMAS TRUSTED
2003 03/27/01



WILEY HYDRA

- NOTE:**
- UPON FINAL GRADING AND SETTING OF ROADSIDE DITCHES, BERMES, AND LOT LINE SWALES, INSTALL EROSION CONTROL, WAITING TO BOTTOMS AND SILE SLOPES.
- REFERENCE NOTES:**
- REFER TO SHEETS CS01, CS02, AND CS03 FOR DETAILED GRADING PLANS.
 - REFER TO SHEET CS01 FOR SCHEDULE OF CONSTRUCTION.
 - REFER TO SHEETS CS01, CS02, AND CS03 FOR DETAILS.
 - REFER TO SHEET CS03 FOR 12" CULVERT PROFILE.



STATE COUNTY APPROVED BY PUBLIC WORKS

REVISIONS

No.	DATE	DESCRIPTION	BY

Lane Engineering, LLC

Established 1988
Civil Engineers • Land Planning • Land Surveyors

11710 W. Green Rd. Suite 201 • 21146 03-2002
16 Washington St. Cambridge, MA 02142 617-851-2222
300 Northpark Dr. Columbia, MD 21047 410-726-0200

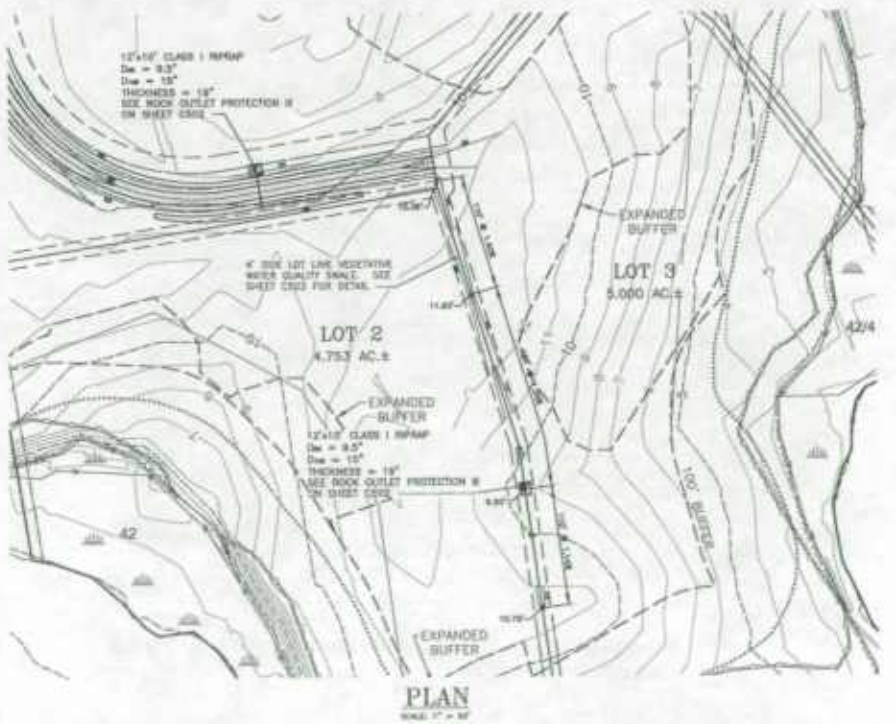
PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 23401, Expiration Date August 23, 2010.



SOIL EROSION AND SEDIMENT CONTROL PLAN
ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER & ELLEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND
TAX MAP 18 GRID 16 PARCEL 45

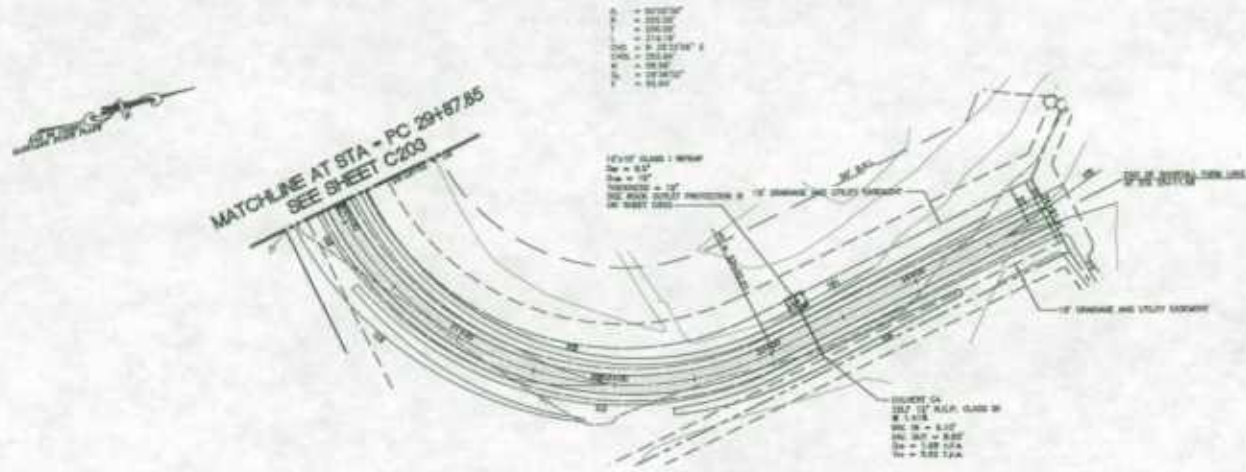
ISSUED FOR:	DATE:	BY:
TAC REVIEW	10/19/09	JAC
TAC REVIEW	2/8/10	JAC
FINAL TAC REVIEW	4/9/10	JAC
FINAL CSM REVIEW	4/7/10	JAC

SHEET No.	CS102
SCALE:	AS NOTED
JOB No.	050216
FILE No.	1683



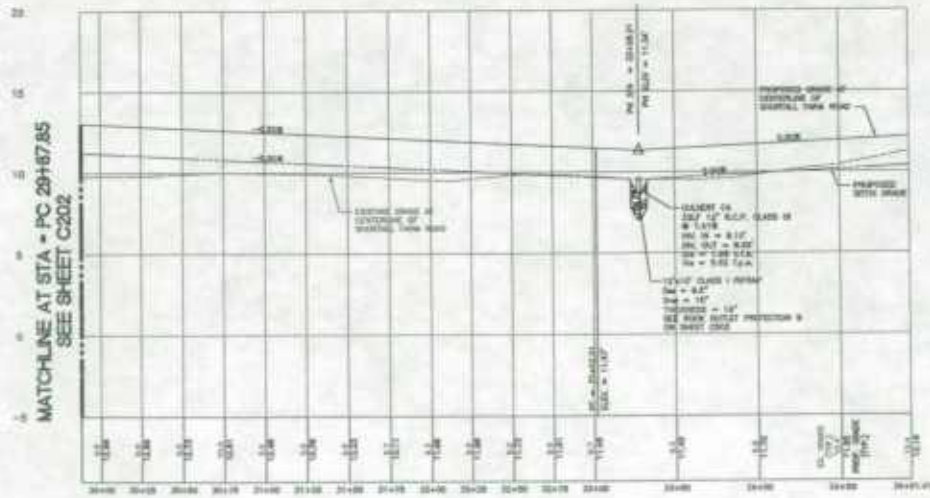
PLAN
SCALE 1" = 10'

EXHIBIT A-6



SHORTALL FARM LANE PLAN
SECTION PC 29+87.85 TO SECTION 30+11.50
SCALE 1" = 40'

REFERENCE NOTES
1. SEE SHEET C204 FOR TYPICAL ROAD CROSS SECTION.



SHORTALL FARM LANE PROFILE
SECTION PC 29+87.85 TO SECTION 30+11.50
SCALE 1" = 4' VERTICAL



REVISIONS	
NO.	DESCRIPTION

Lane Engineering, LLC

Established 1989
Civil Engineers • Land Planning • Land Surveys
10000 Highway 100, Suite 100, Springdale, AR 72762
Tel: 479-751-1111 Fax: 479-751-1112
www.lane-engineering.com

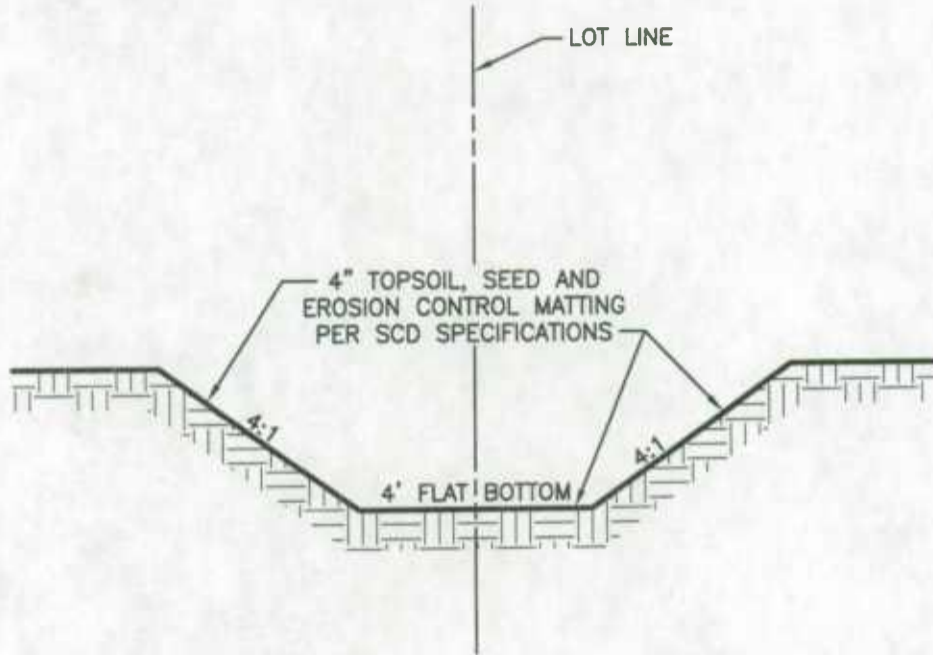
REGISTERED PROFESSIONAL ENGINEER
DONALD D. FOSTER
No. 10000, State of Arkansas, Expiration Date August 28, 2016



SHORTALL FARM LANE PLAN AND PROFILE

ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER &
ELLEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT
SHELBY COUNTY, MISSISSIPPI
BY MAP 13 2016 12 JANUARY 18

PROJECT NO.	C204
DATE	08/11/16
SCALE	AS NOTED
FILE NO.	1000



VEGETATIVE WATER QUALITY SWALE
FOR STORMWATER MANAGEMENT *
TYPICAL CROSS SECTION

NOT TO SCALE

* TO BE CONSTRUCTED ALONG
SIDE LOT LINES AS SHOWN ON
SUBDIVISION PLAT.

TYPICAL VEGETATIVE WATER QUALITY SWALE
FOR STORMWATER MANAGEMENT

ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER & ELLEN MARIE FOSTER

TALBOT COUNTY, MARYLAND
TAX MAP 16 GRID 16 PARCEL 45

Lane Engineering, LLC

Established 1986
Civil Engineers • Land Planning • Land Surveyors



E-mail: mail@leinc.com
117 Bay St. Easton, MD 21601 (410) 822-8003
15 Washington St. Cambridge, MD 21613 (410) 221-0816
354 Pennsylvania Ave. Centreville, MD 21617 (410) 758-2095

© LANE ENGINEERING, LLC

SHEET No.
DATE: 5/17/10
SCALE: AS NOTED
JOB No. 080216
FILE No. 1683

Kelly, Nick

From: Kelly, Nick
Sent: Thursday, June 17, 2010 8:50 AM
To: 'Mary Kay Verdery'
Cc: Gallo, Kerrie
Subject: CRM Comments

Hi Mary Kay,

As promised, here's some very brief comments on the projects that went to CRM yesterday. Sorry I couldn't provide something more formal and have them ready by yesterday, but hopefully they will be of some help. In short, I reviewed the responses by each Engineer to my previous comment letters, to verify if my comments were properly addressed. Based on that review, I have some comments/concerns:

Maxmore Properties

1. The applicant did not address our concern about the line revision creating a nonconforming piece of RCA. Last week, I spoke briefly with Elizabeth Fink about this, and she mentioned that the Planning Commission was ok with this line revision, since the owner of Revised Tax Parcel 62 has been farming and will continue to farm this land. I asked Elizabeth to provide some background information on why the applicant would not remove the line revision for more verification. Regardless, I just wanted to let you know that this could be a problem for our office, as new pieces of nonconforming RCA should not be created via subdivision.

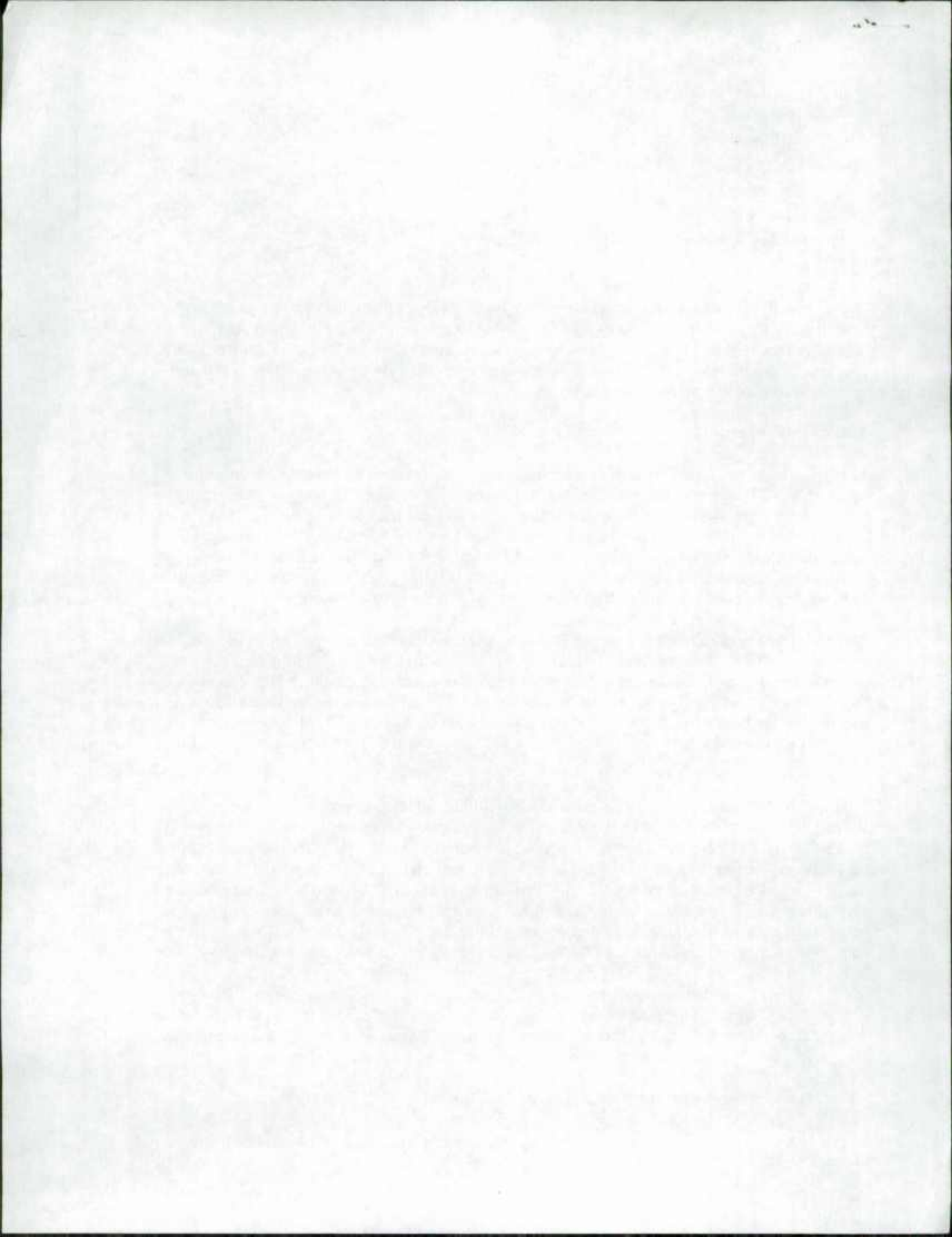
2. If I am reading the Engineer's comments correctly, it appears that the applicant will install the signage at the time of recordation, if necessary, but wishes to delay it until to the land converts, as it will interfere with the ag use right now. If this is a correct interpretation of her comment, then I think that the signage for the Buffer can be delayed until the time of land use change, as specified in the plan purpose. However, this is contingent on #3 below. Furthermore, the applicant should add a note to the plat stating when signage will be posted (upon change of land use).

3. The applicant states the land will remain in agriculture, but did not provide evidence of a Water Quality Plan on the plat or BMP. Can the applicant or County verify that a water quality plan is on file? We note that a water quality has to be on file in order to verify that a land is in ag use. As stated in COMAR 27.01.06.02., land that will remain in agriculture in the Critical Area requires a Water Quality plan. Specifically, this can be found in 27.01.06.02.G ("Assure that agricultural activity permitted within the Critical Area use best management practices in accordance with a soil conservation and water quality plan approved by the local soil conservation district."), as well as COMAR 27.01.06.03.A, which states the following:

1) Local jurisdictions shall develop an agricultural protection plan as part of their Critical Area program if the land use exists in the jurisdiction. These plans are to be developed in cooperation with the soil conservation districts, the county agricultural land preservation advisory boards, and other appropriate agencies.

(2) Each agricultural plan shall consist of the following:

(a) An identification, inventory, and mapping of agricultural lands occurring



within the Critical Area;

(b) An identification of agricultural lands which include habitat protection areas defined in COMAR 27.01.09;

(c) Programs for maintaining the agricultural land in agricultural use and for protecting water quality, and plant and wildlife habitat, which shall include at a minimum:

(i) **The incorporation of the agricultural components of the State 208 water quality plan into local water quality plans if any exist,**

(ii) Development of measures for encouraging the preservation of agricultural lands,

(iii) Provisions for the protection of habitat protection areas within agricultural lands as required in COMAR 27.01.09, and

(iv) Provisions requiring forest management plans for those farms which harvest timber to conform with the harvesting practices requirements in COMAR 27.01.05 and COMAR 27.01.09.

(3) Within 5 years from the effective date of these criteria, all farms within the Critical Area shall have in place and be implementing a currently approved soil conservation and water quality plan approved by the local soil conservation district. Landowners who have signed up as conservation district cooperators, but who do not have a conservation plan developed for them by the district, shall be allowed to continue farming until a conservation plan is developed, provided that the goals of the Act and policies and all other requirements of this chapter are being met.

The full citation can be found here:

<http://www.dsd.state.md.us/comar/comarhtml/27/27.01.06.02.htm>

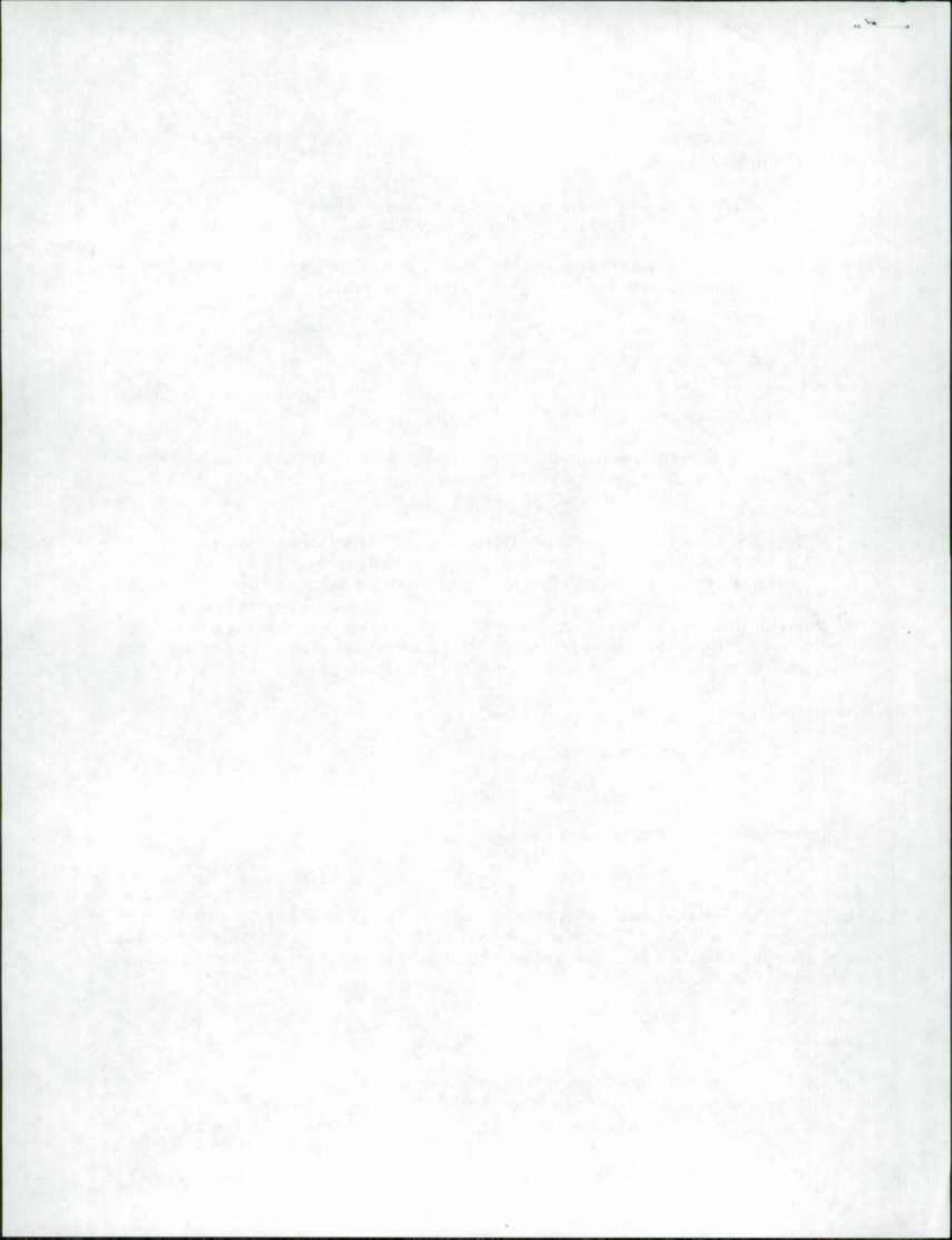
<http://www.dsd.state.md.us/comar/comarhtml/27/27.01.06.03.htm>

The COMAR sections cited have been in our regulations since they were first created in 1986. In addition, at our meeting with the County and engineers on May 26, we mentioned to the engineers about this requirement. A lack of a water quality plan on file for subdivisions that plan to remain in ag could be problematic for our office.

Ashland Farm

1. I never saw a Buffer Plan for this, and, if I'm not mistaken, the variance for the road wasn't approved until a few weeks ago. That leads me to two questions:

a. Did the County decide whether this plat could be recorded, even if there was a 30-day



period in which the variance could be appealed?

b. Did this applicant ever submit a Buffer Mngmt Plan? I don't think I've reviewed a BMP from Chris Waters, and it was requested in my 5/6/2010 letter. Please note that the plat can't be approved unless the BMP is approved.

Shortall Farm

1. Bill mentions that the farm has a WQP, but then goes on to discuss that even if it does not, the absence of a WQP does not eliminate a property owner's rights to continue maintaining the land in ag use and therefore delaying establishment of the Buffer. Please see comment #3 for Maxmore, as I believe it responds to Bill's question. The applicant must provide verification to the County that it does have a Water Quality Plan, and it should be noted on the plat and/or BMP.
2. In response to comment #10 under "Critical Area Commission" (Bill's June 9th letter to Sandy Coyman), a planting date is required for when establishment will occur, similar to what was provided on the Maxmore and Ashland Farm BMPs.

Yorktown Farm

1. No further comments on this one, as I don't recall seeing the BMP on this one since the enactment of the Buffer regs.

Benson Subdivision

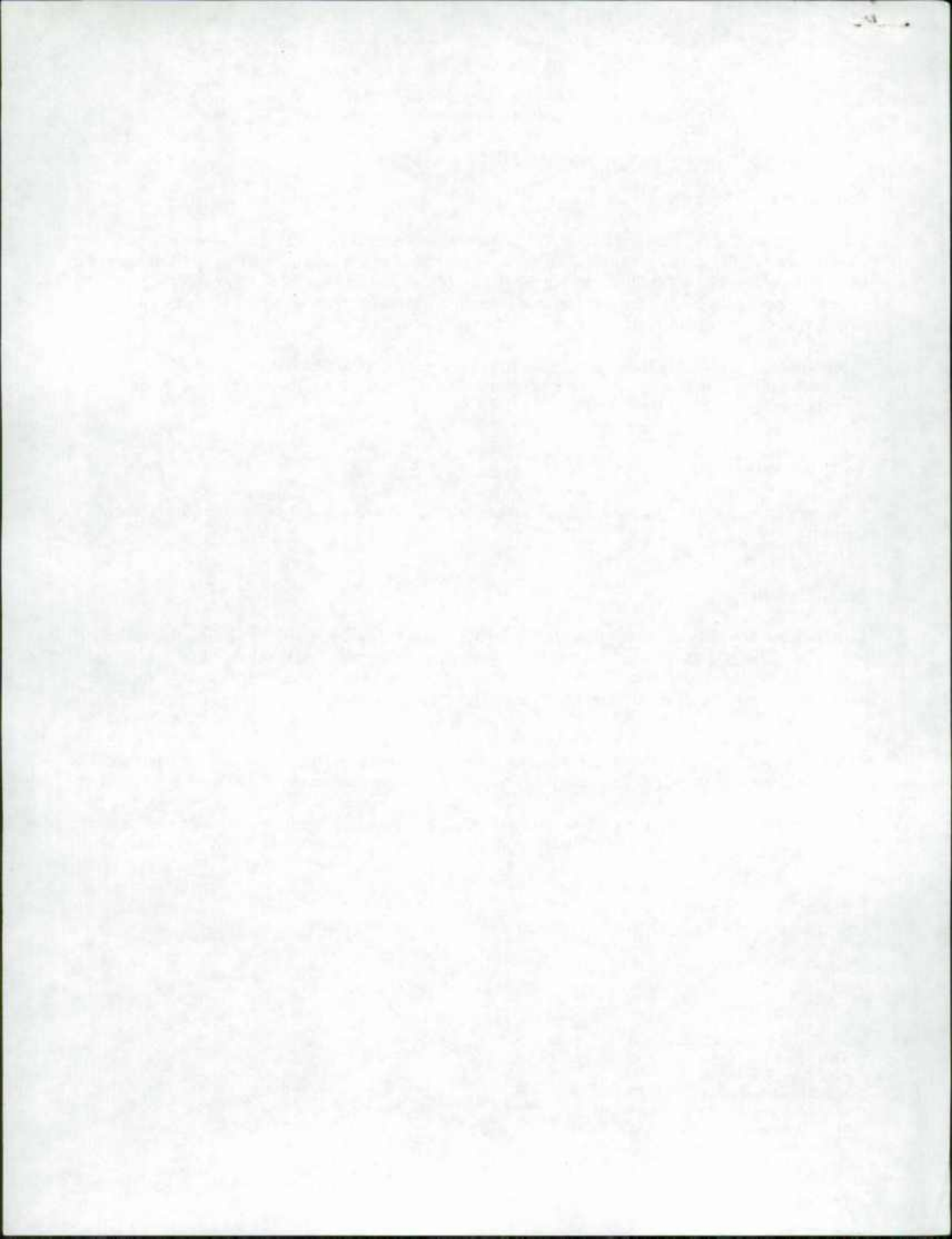
1. In response to Stark's letter regarding Buffer establishment and not being able to perform this until Spring 2011: We understand Stark's concern. However, the regs do state that the Buffer must be established in the next planting season. If the County permits the applicant to plant in Spring 2011, then we note that a final use and occupancy permit may not be issued for the lots until the Buffer is planted, as per COMAR 27.01.09.01-2(L).
2. As mentioned earlier, the Buffer signs may be placed on the site at the time of a change in land use, in order to not interfere with ag production. However, this should be noted on the plat or BMP.
4. The applicant once again states that the project will remain in Ag use. Similar to the comments on the above subdivisions, can you please provide verification on how it was determined that it will remain in ag?

I hope this provides some guidance. Please call me with any questions, as I am sure you have many.

Thanks
Nick

Nick Kelly, Ph.D
Natural Resource Planner
Critical Area Commission
Chesapeake and Atlantic Coastal Bays
1804 West Street, Suite 100

6/17/2010



PROPERTY STATISTICS

OWNERS: DONALD D. FOSTER & ELLEN MARIE FOSTER
29039 CHERRY HILL LANE
EASTON, MARYLAND 21601
(410) 822-4354

DEED REFERENCE: 1005/27

TOTAL AREA TO BE SUBDIVIDED: 143.647 ACRES
93,717 ACRES IN CRITICAL AREA
49,930 ACRES OUTSIDE CRITICAL AREA

CURRENT ZONING: RURAL CONSERVATION DISTRICT (RC)
WESTERN RURAL CONSERVATION DISTRICT (WRC)

BUILDING RESTRICTIONS:	RC ZONING	WRC ZONING
FRONT SETBACK	= 50 FEET	= 50 FEET
SIDE SETBACK	= 50 FEET	= 50 FEET
REAR SETBACK	= 50 FEET	= 50 FEET
TIDAL WETLANDS/MEAN HIGH WATER	= 100 FEET	= N/A
NON-TIDAL WETLANDS	= 25 FEET	= 25 FEET
SEWAGE DISPOSAL AREA	= 20 FEET	= 20 FEET
PERENNIAL STREAM	= 100 FEET	= 100 FEET
INTERMITTENT STREAM	= 100 FEET	= 50 FEET
MINIMUM LOT SIZE	= 2 ACRES	= 1 ACRE
MINIMUM LOT WIDTH	= 200 FEET	= 200 FEET

FLOOD ZONE INFORMATION

THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONES "AS" AND "C" OF THE COASTAL FLOOD PLAN AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 240021 0017 A FOR TALBOT COUNTY, MARYLAND. THEREFORE, FLOOD INSURANCE MAY BE REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, WASHINGTON, D.C.

FLOOD PLAIN LEGEND

A - 100 YEAR FLOOD ZONE
B - 500 YEAR FLOOD ZONE
C - AREA OF MINIMAL FLOODING

THE FLOOD ZONE "AS" PORTION OF THE PROPERTY SHOWN HEREON HAS A ONE-PERCENT CHANCE OF OCCURRENCE OF BEING INUNDATED BY A FLOOD IN ANY GIVEN YEAR. THEREFORE, ANY NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENT ON THE PROPERTY IN ZONE "AS" IS SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS THAT MAY INCLUDE FLOOD INSURANCE.

PARCEL DEVELOPMENT HISTORY

THE SUBJECT LAND IS COMPRISED OF TWO DEED PARCELS WHICH ARE DIVIDED BY TODD'S CORNER ROAD. A COUNTY ROAD, DESCRIBED IN A DEED DATED MAY 30, 2001 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1005, AT FOLIO 27, AND IS REPRESENTED AS TAX PARCEL 45 AS SHOWN ON TALBOT COUNTY TAX MAP 16. NO SUBDIVISION OF THE SUBJECT LAND HAS OCCURRED SINCE AUGUST 13, 1989.

DEVELOPMENT SUMMARY

TOTAL AREA = 143.647 ACRES
AREA IN LOTS = 143.647 ACRES (INCLUDES 3.520 ACRES OF PRIVATE ROAD ACCESS EASEMENT)

RC DEVELOPMENT RIGHTS SUMMARY

RC ACREAGE = 93.707 ACRES
STATE WETLANDS = 0.000 ACRES
NET ACREAGE = 93.707 ACRES
DEVELOPMENT RIGHTS PERMITTED = 4 @ 1 DEVELOPMENT RIGHT/20 ACRES
DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0
DEVELOPMENT RIGHTS UTILIZED HEREON = 3
DEVELOPMENT RIGHTS REMAINING = 1 (ASSIGNED TO LOT 1)
RESERVED LAND AREA ESTABLISHED HEREON = 30.247 ACRES

WRC DEVELOPMENT RIGHTS SUMMARY

WRC ACREAGE = 49.930 ACRES
TOTAL DEVELOPMENT RIGHTS PERMITTED = 5 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES
MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3
NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0
NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0
NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 (ASSIGNED TO LOT 1)
MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 2
CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 2
CLUSTERED DEVELOPMENT RIGHTS REMAINING = 2 (ASSIGNED TO LOT 1)

CLUSTER DEVELOPMENT RIGHT REQUIREMENTS

TOTAL CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES
RESERVED LAND REQUIRED PER CLUSTER LOT = 9.886 ACRES LESS AREA OF LOT*
*DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE § 190-13.0.(2)(a).

DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT ACTIVITY.

CRITICAL AREA LOT COVERAGE CALCULATIONS

LOT 1 - 133.637 AC ± TOTAL
A. AREA IN CRITICAL AREA = 83,964 AC ±
B. 15% LOT COVERAGE ALLOTMENT = 548,621 SQ.FT.
C. EXISTING LOT COVERAGE AREA = 21,767 SQ.FT.
D. LOT COVERAGE AREA ALLOTMENT REMAINING = 526,854 SQ.FT.

LOT 2 - 4.753 AC ± TOTAL
A. AREA IN CRITICAL AREA = 4.753 AC ±
B. 15% LOT COVERAGE ALLOTMENT = 31,056 SQ.FT.
C. EXISTING LOT COVERAGE AREA = 0 SQ.FT.
D. LOT COVERAGE AREA ALLOTMENT REMAINING = 31,056 SQ.FT.

LOT 3 - 5.000 AC ± TOTAL
A. AREA IN CRITICAL AREA = 5.000 AC ±
B. 15% LOT COVERAGE ALLOTMENT = 32,670 SQ.FT.
C. EXISTING LOT COVERAGE AREA = 0 SQ.FT.
D. LOT COVERAGE AREA ALLOTMENT REMAINING = 32,670 SQ.FT.

ALL EXISTING LOT COVERAGE IS ASSUMED TO BE 100% IMPERVIOUS

NON-CRITICAL AREA LOT COVERAGE CALCULATIONS

LOT 1 - 133.637 AC ± TOTAL
A. AREA IN NON-CRITICAL AREA = 49.930 AC ±
B. 15% LOT COVERAGE ALLOTMENT = 326,243 SQ.FT.
C. EXISTING LOT COVERAGE AREA = 1,597 SQ.FT.
D. LOT COVERAGE AREA ALLOTMENT REMAINING = 324,646 SQ.FT.

CRITICAL AREA FOREST CALCULATIONS

TAX PARCEL 45 - CRITICAL AREA = 93,717 ACRES
15% FOREST THRESHOLD = 14,058 ACRES
EXISTING FOREST = 1,173 ACRES (1.3%)
PROPOSED CLEARING = 0.000 ACRES
AFFORESTATION REQUIRED = 12,835 ACRES (THIS AFFORESTATION IS PART OF THE OVERALL 21,653 ACRES OF CRITICAL AREA BUFFER ESTABLISHMENT AREA AND IS PROVIDED SPECIFICALLY WITHIN PORTIONS OF BUFFER ESTABLISHMENT PLANTING AREAS "A-1", "B-1", "C-1", "C-4" AND "C-5" AS SHOWN HEREON.
AFFORESTATION PROVIDED = 13,204 ACRES (INCLUDES 12,835 ACRES OF 15% FOREST THRESHOLD AFFORESTATION, AND 0.369 ACRES OF NON-CRITICAL AREA FOREST CONSERVATION AFFORESTATION)
TOTAL FOREST AFTER 15% FOREST THRESHOLD AFFORESTATION = 14,377 ACRES (15.3%)

CRITICAL AREA BUFFER ESTABLISHMENT CALCULATIONS

TAX PARCEL 45
TOTAL BUFFER AREA = 32.247 ACRES (BUFFER & EXPANDED BUFFER)
NET BUFFER AREA = 31.659 ACRES (LESS DRAINAGE/UTILITY EASEMENTS AND EXISTING AGRICULTURAL ACCESS CROSSING)
EXISTING FOREST COVER = 1.173 ACRES
TIDAL & NON-TIDAL WETLANDS = 9.783 ACRES
BUFFER ESTABLISHMENT REQUIRED = 20.703 ACRES
BUFFER ESTABLISHMENT PROVIDED = 21.653 ACRES (INCLUDES 12,835 ACRES OF 15% FOREST THRESHOLD AFFORESTATION, AND 0.369 ACRES OF NON-CRITICAL AREA FOREST CONSERVATION AFFORESTATION)
TOTAL BUFFER PROTECTION AREA = 32.770 ACRES (INCLUDES 0.161 ACRES OF EXISTING AGRICULTURAL CROSSING)

NON-CRITICAL AREA FOREST CALCULATIONS

TAX PARCEL 45 - NON-CRITICAL AREA = 49.930 ACRES
EXISTING FOREST = 0.193 ACRES (0.4%)
PROPOSED CLEARING = 0.000 ACRES
NET TRACT FOREST CONSERVATION AREA = 1.846 ACRES (PRIVATE ROAD ACCESS EASEMENT)
EXISTING FOREST = 0.000 ACRES
PROPOSED CLEARING = 0.000 ACRES
FOREST CONSERVATION (AFFORESTATION) REQUIRED = 0.369 ACRES (2% OF NET TRACT AREA)
FOREST CONSERVATION (AFFORESTATION) PROVIDED = 0.369 ACRES **
**AFFORESTATION LOCATED TO ADJOIN AND ENHANCE CRITICAL AREA BUFFER OR EXPANDED BUFFER AND RELATED BUFFER ESTABLISHMENT PLANTING AREAS. THIS AFFORESTATION IS INCLUDED WITHIN CRITICAL AREA FOREST AND BUFFER PROTECTION AREA. SEE CRITICAL AREA FOREST CALCULATIONS ABOVE.

SURVEYOR'S CERTIFICATE

THE PRESENT OWNERS OF THE LAND OF WHICH THIS SUBDIVISION PLAT IS COMPRISED ARE DONALD D. FOSTER AND ELLEN MARIE FOSTER. THE OWNERS CONCUR WITH ALL NOTATIONS AND REPRESENTATIONS ON THIS PLAT WHICH IS PREPARED AND WILL BE RECORDED AT THEIR REQUEST.

I, JEFFERSON EWELL HUBBARD HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF THE LAND CONVEYED BY MARIE D. SHORTALL, PERSONAL REPRESENTATIVE OF THE ESTATE OF PERCY J. SHORTALL TO DONALD D. FOSTER AND ELLEN MARIE FOSTER BY DEED DATED MAY 30, 2001 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1005, AT FOLIO 27; AND THAT ALL MONUMENTS ARE IN PLACE.

THIS SUBDIVISION PLAT HAS BEEN PREPARED BY THE LICENSEE EITHER PERSONALLY OR UNDER HIS DIRECTION AND SUPERVISION AND COMPLIES WITH THE REQUIREMENTS AS SET FORTH IN REGULATION 09.13.06.12 OF THE MARYLAND MINIMUM STANDARDS FOR SURVEYORS.

Jefferson Ewell Hubbard
JEFFERSON EWELL HUBBARD
PROFESSIONAL SURVEYOR NO. 363
LANE ENGINEERING, LLC
117 BAY STREET
EASTON, MARYLAND 21601

OWNERS CERTIFICATE

THIS DEVELOPMENT MAY CONTAIN JURISDICTIONAL NON-TIDAL WETLANDS WHICH HAVE NOT BEEN OFFICIALLY DELINEATED BY THE U.S. ARMY CORPS OF ENGINEERS. THE IDENTIFICATION AND/OR DELINEATION OF JURISDICTIONAL NON-TIDAL WETLANDS SHOWN ON THIS APPLICATION IS BASED UPON THE FEDERAL MANUAL FOR IDENTIFYING AND DELINEATING JURISDICTIONAL WETLANDS. AS THE APPLICANT OF THIS DEVELOPMENT PROJECT, I UNDERSTAND THAT THE FINAL AUTHORITY FOR ALL NON-TIDAL WETLANDS DELINEATIONS AND REGULATIONS FOR LANDS IN THE CRITICAL AREA RESTS WITH THE U.S. ARMY CORPS OF ENGINEERS. I ALSO UNDERSTAND THAT COUNTY APPROVAL OF THIS DEVELOPMENT PROJECT DOES NOT EXEMPT THIS PROJECT FROM OBTAINING PERMITS AND APPROVALS WHICH MAY BE REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS.

THIS DEVELOPMENT MAY CONTAIN THREATENED OR ENDANGERED SPECIES PROTECTED UNDER THE ENDANGERED SPECIES ACT AS AMENDED, THE U.S. DEPARTMENT OF THE INTERIOR, FISH & WILDLIFE SERVICE ADMINISTRATORS REGULATIONS DESIGNED TO PROTECT THESE THREATENED AND ENDANGERED SPECIES AND THEIR HABITATS. AS THE APPLICANT FOR THIS DEVELOPMENT ACTIVITY, I UNDERSTAND THAT THE FINAL AUTHORITY FOR ALL DETERMINATIONS CONCERNING THE EFFECT OF THE DEVELOPMENT ON THESE SPECIES AND THEIR HABITAT RESTS WITH THE U.S. DEPARTMENT OF THE INTERIOR, FISH & WILDLIFE SERVICE. I ALSO UNDERSTAND THAT COUNTY APPROVAL OF THIS PROJECT DOES NOT EXEMPT THIS PROJECT FROM OBTAINING ALL PERMITS AND APPROVALS, WHICH MAY BE REQUIRED BY THE U.S. DEPARTMENT OF THE INTERIOR, FISH & WILDLIFE SERVICE.

WE, DONALD D. FOSTER AND ELLEN MARIE FOSTER, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION PLAT.

Donald D. Foster
DONALD D. FOSTER
DATE: 6.29.10

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS 21st DAY OF June 2010

Heidi A. Sp
HEIDI A. SP
NOTARY
EXPIRES 04/25/2011

Ellen Marie Foster
ELLEN MARIE FOSTER
DATE: 6.29.10

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS 21st DAY OF June 2010

Janice A. Sp
JANICE A. SP
NOTARY
EXPIRES 04/25/2011

TALBOT COUNTY OFFICE OF PLANNING AND ZONING

THIS PLAT REPRESENTS A SUBDIVISION OF THE LANDS OF DONALD D. FOSTER AND ELLEN MARIE FOSTER PREVIOUSLY RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1005, AT FOLIO 27.

TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS

A UTILITY AND DRAINAGE RIGHT-OF-WAY AND EASEMENT SHALL BE PROVIDED IN AND OVER STRIPS OF FIFTEEN (15) FEET IN WIDTH ALONG THOSE BOUNDARY LINES CONTIGUOUS TO ANY ROAD AND FIFTEEN (15) FEET IN WIDTH (7.5 FEET ON EITHER SIDE) CENTERED ON ALL NEW LINES OF DIVISION AND TEN (10) FEET IN WIDTH ALONG EXISTING BOUNDARY LINES (ENTIRELY ON THE SUBJECT PARCEL) NOT CONTIGUOUS TO ANY ROAD EXCEPT AS SHOWN HEREON.

LOTS 1, 2, 3 AND SHORTALL FARM LANE SHALL BE DEVELOPED IN ACCORDANCE WITH THE "2000 MARYLAND STORMWATER DESIGN MANUAL", LATEST VERSION, AND THE TALBOT COUNTY STORMWATER MANAGEMENT CODE. OVERALL SUBDIVISION COMPLIANCE WITH STORMWATER QUALITY REQUIREMENTS IS ADDRESSED AS FOLLOWS:

SHORTALL FARM LANE - FOUR FOOT WIDE FLAT BOTTOM VEGETATED ROADSIDE SWALES (SEE DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANT)

SIDE LOT LINE SWALES - THE VEGETATIVE WATER QUALITY SWALES LOCATED ALONG PORTIONS OF THE COMMON LOT LINES BETWEEN LOTS 2 & 3 AS SHOWN HEREON SHALL BE INSTALLED AT THE TIME OF SHORTALL FARM LANE CONSTRUCTION. MAINTENANCE OF THESE FACILITIES SHALL BE SHARED EQUALLY BY THE OWNERS OF THE COMMON LOTS ON WHICH THEY ARE LOCATED. (SEE DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS).

INDIVIDUAL LOT DEVELOPMENT SHALL INCORPORATE NON-STRUCTURAL STORMWATER MANAGEMENT PRACTICES INCLUDING BUT NOT LIMITED TO "DISCONNECTION OF ROOFTOP AND NON-ROOFTOP" RUNOFF IN ACCORDANCE WITH THE "2000 MARYLAND STORMWATER DESIGN MANUAL", LATEST VERSION.

THE PRIVATE ROAD DESIGNATED AS SHORTALL FARM LANE SHALL BE PRIVATELY OWNED AND AS SUCH, THE COUNTY HAS NO RESPONSIBILITY FOR ITS MAINTENANCE OR SAFETY. THE ROAD SHALL BE OWNED BY LOT 1 AND MAINTAINED AS DESCRIBED IN A DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1005, AT FOLIO 27.

THE ROAD BE UPGRADED TO COUNTY SPECIFICATIONS FOR PUBLIC ROADS, IN ACCORDANCE WITH THE PROVISIONS OF THE TALBOT COUNTY CODE. THE COUNTY WILL ASSUME OWNERSHIP OF THE ROAD AND RESPONSIBILITY FOR ITS MAINTENANCE, SAFETY AND INSPECTION.

LOT 1 IS DENIED DIRECT NON-AGRICULTURAL ACCESS TO UNIONVILLE ROAD.

NON-AGRICULTURAL ACCESS TO TODD'S CORNER ROAD FROM LOT 1 IS RESTRICTED TO THE EXISTING FARM LANE AS SHOWN HEREON, UNLESS OTHERWISE APPROVED BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING AND THE TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS.

BUILDING PERMITS FOR LOT 1, WHERE ACCESS IS TAKEN FROM TODD'S CORNER ROAD, SHALL BE RESTRICTED UNTIL ENTRANCE SPECIFICATIONS AT THE PUBLIC ROAD RIGHT-OF-WAY ARE MET IN ACCORDANCE WITH PROVISIONS OF THE TALBOT COUNTY CODE.

BUILDING PERMITS FOR LOT 1, WHERE ACCESS IS TAKEN FROM SHORTALL FARM LANE, AND BUILDING PERMITS FOR LOTS 2 AND 3 SHALL BE RESTRICTED UNTIL THE COUNTY IS IN RECEIPT OF A NOTARIZED CERTIFICATION FROM THE OWNER(S) AND ROAD CONSTRUCTION CONTRACTOR THAT SHORTALL FARM LANE HAS BEEN CONSTRUCTED ACCORDING TO THE REQUIREMENTS OF THE TALBOT COUNTY CODE AND THE DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANT.

AN EXISTING OVERHEAD UTILITY CROSSES PROPOSED LOT 1, AS SHOWN HEREON, TO SERVICE ADJOINING PARCELS. THIS UTILITY SHALL NOT BE MODIFIED OR IMPACTED BY DEVELOPMENT OF THE PROPOSED SUBDIVISION UNLESS AUTHORIZED BY THE UTILITY OWNER, THE UTILITY OWNER, OR ASSIGNED AGENT, SHALL RETAIN THE RIGHT OF ACCESS TO THESE PROPERTIES, AS NECESSARY FOR THE MAINTENANCE AND/OR REPAIR OF THIS UTILITY.

Robert C. R
COUNTY ENGINEER
DATE: 6/30/10

TALBOT COUNTY HEALTH DEPARTMENT

LOTS 1 THROUGH 3 AS SHOWN HEREON ARE APPROVED FOR INDIVIDUAL WATER AND SEWERAGE SYSTEMS AND THEIR USE IN ACCORDANCE WITH THE TALBOT COUNTY COMPREHENSIVE WATER AND SEWER PLAN AND MARYLAND DEPARTMENT OF ENVIRONMENT REGULATION 26.04.03. THE HEALTH DEPARTMENT APPROVAL ON THE PLAT CERTIFIES THAT THE LOTS SHOWN HEREON ARE IN COMPLIANCE WITH THE PERTINENT HEALTH DEPARTMENT LAWS AND REGULATIONS AS OF THE APPROVAL DATE. THIS APPROVAL DOES NOT SERVE AS A SEWAGE DISPOSAL INSTALLATION PERMIT AND THE PROPERTY OWNER IS NOTIFIED THAT HE MUST STILL APPLY FOR AND OBTAIN A SEWAGE DISPOSAL PERMIT BEFORE DEVELOPING THE PROPERTY. AT THE TIME OF PERMIT APPLICATION, THE PROPERTY WILL BE EVALUATED PURSUANT TO COMAR 26.04.02 AND ALL OTHER APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE TALBOT COUNTY MAY REQUIRE MORE DETERMINATIVE INFORMATION ABOUT THE PROPERTY INCLUDING ADDITIONAL TESTING AND EVALUATION.

Kathleen Foster
KATHLEEN FOSTER
HEALTH OFFICER
DATE: 6/30/10

GENERAL NOTES

THE PROPERTY SHOWN HEREON LIES PARTIALLY WITHIN THE CHESAPEAKE BAY CRITICAL AREA.

THE SHORELINE DEVELOPMENT BUFFER IS LOCATED AND INDICATED 100' FROM MEAN HIGH WATER, THE LANDWARD EDGE OF TIDAL WETLANDS, AND THE TOP OF STREAM BANKS, AND HAS BEEN EXPANDED IN ACCORDANCE WITH §190-139 AND §190-140 OF THE TALBOT COUNTY CODE, AND COMAR 27.01.09.01.E.(7), AS SHOWN HEREON.

CLEARING OR REMOVAL OF NATURAL VEGETATION WITHIN THE SHORELINE DEVELOPMENT BUFFER AND EXPANDED BUFFER IS PROHIBITED. CLEARING AND REMOVAL OF TREES OUTSIDE THE BUFFER OR EXPANDED BUFFER IS SUBJECT TO REVIEW BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. PLEASE CONTACT (410-770-8030) FOR FURTHER INFORMATION.

ANY LAND CLEARING, GRADING OR OTHER EARTH DISTURBANCE WITHIN THE UNINCORPORATED AREAS OF TALBOT COUNTY SHALL REQUIRE AN EROSION AND SEDIMENT CONTROL PLAN, APPROVED BY THE TALBOT SOIL CONSERVATION DISTRICT IN ACCORDANCE WITH THE TALBOT COUNTY SOIL EROSION AND SEDIMENT CONTROL ORDINANCE AND THE STATE OF MARYLAND EROSION AND SEDIMENT CONTROL LAW, COMAR 4-103 & 26.09.01.05.

BY ACCEPTANCE OF THE DEED TO THIS PROPERTY, EACH LOT OWNER OR THEIR SUCCESSORS OR ASSIGNS, HEREBY ACKNOWLEDGE THAT THEY ARE AWARE THAT THE PROPERTY BORDERS ON PROPERTY UNDER AGRICULTURAL USE AND THAT THE NORMAL FARMING OPERATIONS ON SUCH AGRICULTURAL LAND MAY CAUSE SOME INTERFERENCE WITH THE USE AND ENJOYMENT OF THE PROPERTY, SUCH AS ODOR, DUST, NOISE, AND DRIFT OF PESTICIDES OR CHEMICALS. THE LOT OWNER ACCEPTS THE LIMITATIONS ON USE AND ENJOYMENT AFFECTING THE PROPERTY.

DEVELOPMENT ACTIVITIES FOR NEW WATER-DEPENDENT FACILITIES SHALL BE DESIGNATED, STAGED AND TIMED TO AVOID SIGNIFICANT DISTURBANCE TO HISTORIC WATERFOWL STAGING AND CONCENTRATION AREAS DURING THE WINTER SEASON.

THE TIDAL WETLANDS, NON-TIDAL WETLANDS, STREAMS, FARM DITCHES AND SWALES AS SHOWN HEREON WERE FIELD DELINEATED BY SEAN CALLAHAN, A QUALIFIED PROFESSIONAL WITH LANE ENGINEERING, LLC AND FIELD VERIFIED DECEMBER 30, 2008 BY ALAN KAMPMEYER OF THE MARYLAND DEPARTMENT OF THE ENVIRONMENT AND ROD SCHWARM OF THE U.S. ARMY CORP OF ENGINEERS.

THE WOODS LINES AS SHOWN HEREON WERE TAKEN FROM THE 2006 AERIAL IMAGERY OF TALBOT COUNTY, MARYLAND AND FIELD VERIFIED.

PROPERTY COVENANTS & RESTRICTIONS

LOTS 1, 2 AND 3 ARE SUBJECT TO A DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1008 AT FOLIO 462.

LOT 1 IS SUBJECT TO A RESERVED LAND AGREEMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1008 AT FOLIO 522.

LOTS 1, 2 AND 3 ON TAX PARCEL 45 ARE SUBJECT TO CRITICAL AREA 15% THRESHOLD COMPLIANCE, FOREST PROTECTION, AND BUFFER AND EXPANDED BUFFER ESTABLISHMENT REQUIREMENTS ADDRESSED HEREIN, SHEETS 4 AND 5 OF 5.

LOTS 1, 2 AND 3 ARE SUBJECT TO A CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1008 AT FOLIO 513.

LOTS 1, 2 AND 3 ARE SUBJECT TO A CRITICAL AREA FOREST PRESERVATION-BUFFER MANAGEMENT PLAN PLANNING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1008 AT FOLIO 514.

LOT 1 IS SUBJECT TO A FOREST CONSERVATION PLAN ENTITLED, "SIMPLIFIED FOREST STAND DELINEATION & FOREST CONSERVATION PLAN #2010-04", LAST REVISED JUNE 4, 2010 AS PREPARED BY LANE ENGINEERING, LLC AND ON FILE WITH THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING.

FOREST CONSERVATION NOTES

PRIOR TO THE COMMENCEMENT OF ANY DEVELOPMENT ACTIVITIES AND IF THESE ACTIVITIES ARE TO OCCUR WITHIN 25' OF THE FOREST CONSERVATION AREA(S), NOTIFY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING (410-770-8030) TO DETERMINE IF TEMPORARY PROTECTIVE DEVICES (SILT, BLAZE, WIRE, WOOD AND/OR OTHER FENCING), ARE REQUIRED. IF REQUIRED, DEVICES ARE TO BE INSTALLED AND INSPECTED BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING PRIOR TO THE COMMENCEMENT OF ANY DEVELOPMENT ACTIVITY. OWNER MAY BE SUBJECT TO A STOP WORK ORDER, FINES AND/OR PENALTIES, IF WORK COMMENCES PRIOR TO THE INSTALLATION OF PROTECTIVE DEVICES.

PROTECTIVE DEVICES MUST BE SURVEY LOCATED, OR AS DIRECTED BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. THE COUNTY RESERVES THE RIGHT TO MAKE ON-SITE, TREE-BY-TREE DECISIONS WHEN INSPECTING RETENTION AREAS FOR THE CRITICAL ROOT ZONE PROTECTION.

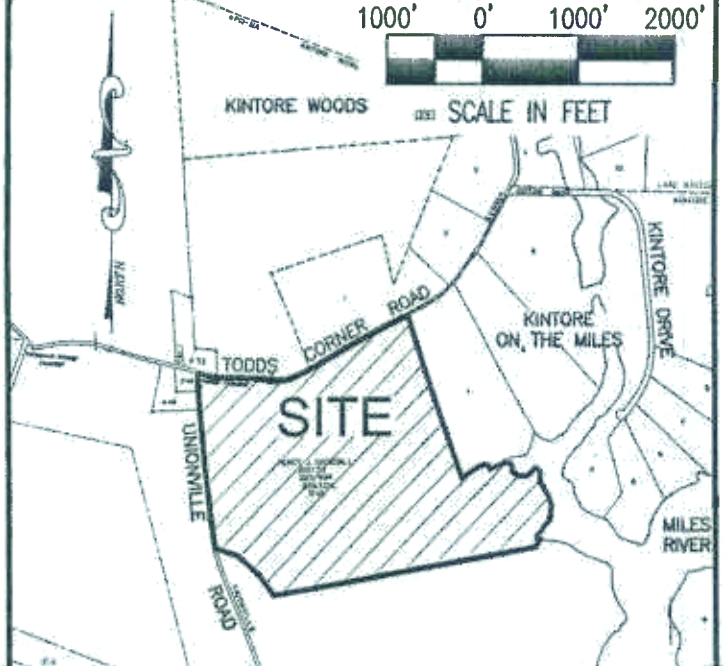
MATERIALS AND STOCKPILE AREAS AND OTHER CONSTRUCTION STAGING AREAS SHALL BE LOCATED AT LEAST 25' AWAY FROM THE FOREST CONSERVATION AREA(S).

NOTIFY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING (410-770-8030) PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY TO SCHEDULE A REVIEW OF LAND DISTURBANCE AND TO DIRECT FINAL SITE STABILIZATION OR REMOVAL OF FOREST PROTECTIVE DEVICES. PROTECTIVE DEVICES SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS ARE PERMANENTLY STABILIZED, OR AS OTHERWISE DIRECTED. SIGNAGE AND OTHER PERMANENT PROTECTIVE DEVICES SHALL REMAIN IN PERPETUITY.

THE FOREST CONSERVATION AREA(S), AS SHOWN ON THIS FINAL SUBDIVISION PLAT ARE SUBJECT TO A LONG TERM PROTECTION AGREEMENT ENTITLED FOREST CONSERVATION EASEMENT. THIS AGREEMENT, WHICH IS IN COMPLIANCE WITH THE TALBOT COUNTY FOREST CONSERVATION ORDINANCE, AND UNLESS OTHERWISE SPECIFICALLY NOTED, PRECLUDES MOWING, TRIMMING, CLEARING, REMOVAL OR OTHER DESTRUCTION OF ANY FOREST PLANTS. ENFORCEMENT OF THIS AGREEMENT FALLS UNDER THE JURISDICTION OF THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. THIS AGREEMENT RUNS PERPETUAL WITH THE PROPERTY, AND IS BINDING UPON THE OWNER(S), THEIR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS AND/OR ASSIGNS. THIS AGREEMENT SHALL BE DISCLOSED IN ANY SUBSEQUENT SALE, CONTRACT, LEASE, MORTGAGE, DEED OR OTHER LEGAL PROPERTY INSTRUMENT.

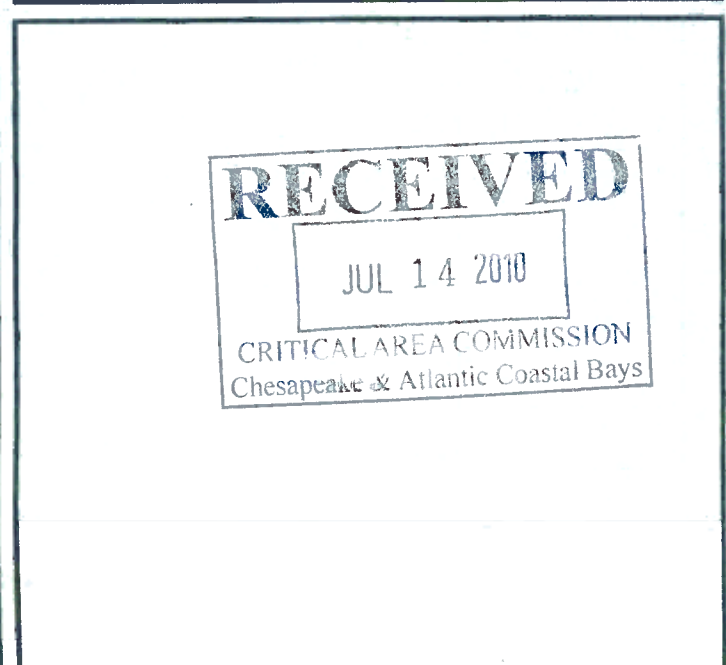
THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING RESERVES THE RIGHT TO INSPECT THE FOREST CONSERVATION AREA(S) AT ANY FUTURE DATE, WITH REASONABLE PRE-NOTIFICATION TO THE PROPERTY OWNER OR THEIR REPRESENTATIVE, AND TO ENFORCE THE PROVISIONS OF THE FOREST CONSERVATION EASEMENT.

TIDAL WETLAND CLASSIFICATION TABLE			
CLASSIFICATION	AREA	OWNERSHIP	TAX PARCEL/LOT
TYPE 41-MEADOW CORDGRASS/SPIKEGRASS	4,568 SQ. FT.	PRIVATE	TAX PARCEL 45
TYPE 42-MARSHLEDER/GROUNDESEL BUSH	149,882 SQ. FT.	PRIVATE	TAX PARCEL 45
TYPE 44-CATTAIL	168,169 SQ. FT.	PRIVATE	TAX PARCEL 45
TYPE 46-SWITCHGRASS	23,253 SQ. FT.	PRIVATE	TAX PARCEL 45
TYPE 49-COMMON REED	11,416 SQ. FT.	PRIVATE	TAX PARCEL 45



VICINITY MAP
SCALE: 1" = 2000'

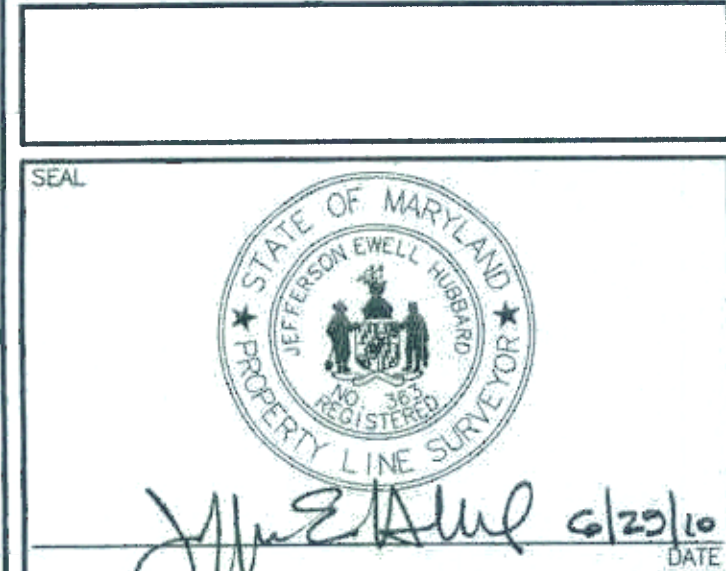
REVISIONS			
No.	DATE	DESCRIPTION	BY
1	2/4/10	PER TAC NOTICE TO PROCEED DATED 10/15/08	RNT
2	4/9/10	PER TAC NOTICE TO PROCEED DATED 3/10/10 AND 4/7/10 PLANNING COMMISSION COMMENTS	RNT
3	6/4/10	PER TAC NOTICE TO PROCEED DATED 5/13/10	RNT
4	6/21/10	PER CRM NOTICE TO PROCEED DATED 6/18/10	RNT



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15 Washington St. Centerville, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centerville, MD 21617 (410) 758-2095

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE:

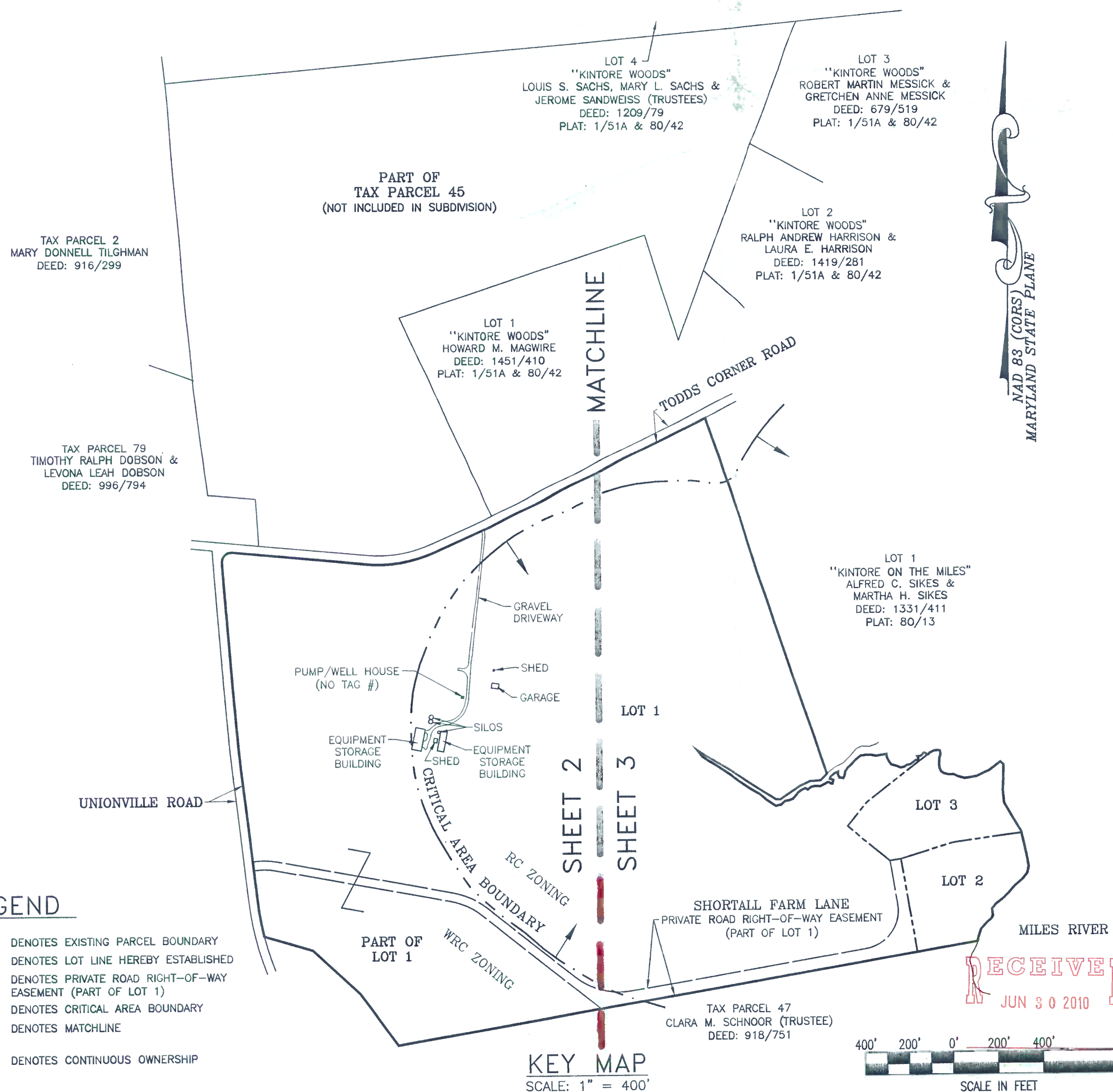


SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104
ON THE LANDS OF "SHORTALL FARM" DONALD D. FOSTER & ELLEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND
TAX MAP 16 GRID 16 PARCEL 45

ISSUED FOR: SKETCH PLAN APPROVAL DATE: 6/30/08
PRELIMINARY PLAT REVIEW DATE: 7/4/10
FINAL PLAT TAC REVIEW DATE: 8/9/10
FINAL PLAT CRM REVIEW DATE: 8/21/10
RECORDATION DATE: 8/21/10

RECEIVED
JUN 30 2010

DATE: 6/26/08
JOB No. 080216
FILE No. 1683



LEGEND

- DENOTES EXISTING PARCEL BOUNDARY
- DENOTES LOT LINE HEREBY ESTABLISHED
- DENOTES PRIVATE ROAD RIGHT-OF-WAY EASEMENT (PART OF LOT 1)
- DENOTES CRITICAL AREA BOUNDARY
- DENOTES MATCHLINE
- DENOTES CONTINUOUS OWNERSHIP

KEY MAP
SCALE: 1" = 400'

SCALE IN FEET
SCALE: 1" = 400'

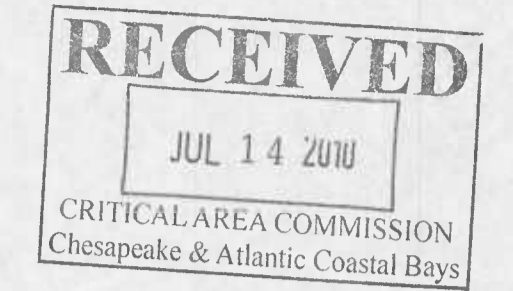
</

LEGEND

SHEET 2 ONLY

TAX PARCEL 79
TIMOTHY RALPH DOBSON &
LEVONA LEAH DOBSON
DEED: 996/794

- DENOTES COMPUTED POINT
- DENOTES CONCRETE MONUMENT SET
- DENOTES IRON ROD SET
- DENOTES EXISTING PARCEL BOUNDARY
- DENOTES LOT LINE HEREBY ESTABLISHED
- - - DENOTES PRIVATE ROAD RIGHT-OF-WAY EASEMENT
- DENOTES SHORELINE REFERENCE LINE
- DENOTES CRITICAL AREA BOUNDARY
- DENOTES FLOOD ZONE BOUNDARY
- DENOTES STREAM IDENTIFIED IN PLAN VIEW
- DENOTES NON TIDAL WETLANDS
- DENOTES TIDAL WETLANDS
- DENOTES 100' SHORE DEVELOPMENT BUFFER
- DENOTES EXPANDED BUFFER AREA
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING TREES
- SDA DENOTES SEWAGE DISPOSAL AREA HEREBY ESTABLISHED
- DENOTES PERC TEST
- DENOTES SOIL BORING
- DENOTES MONITORING WELL
- DENOTES PIEZOMETER
- DENOTES CRITICAL AREA FOREST AND BUFFER PROTECTION AREA
- DENOTES CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA, WITHIN OVERALL CRITICAL AREA FOREST AND BUFFER PROTECTION AREA
- DENOTES CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA TO BE PLANTED FOR 15% CRITICAL AREA FOREST COMPLIANCE
- △ DENOTES FOREST PROTECTION SIGN
- DENOTES EXISTING WELL
- DENOTES MATCHLINE
- DENOTES PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER WITHIN NATURAL DRAINAGE COURSE
- DENOTES RESERVED LAND AREA
- DENOTES CONTINUOUS OWNERSHIP



REVISIONS			
No.	DATE	DESCRIPTION	BY
1	2/4/10	PER TAC NOTICE TO PROCEED DATED 10/15/08	RNT
2	4/9/10	PER TAC NOTICE TO PROCEED DATED 3/10/10 AND 4/7/10 PLANNING COMMISSION COMMENTS	RNT
3	6/4/10	PER TAC NOTICE TO PROCEED DATED 5/13/10	RNT
4	6/21/10	PER CRM NOTICE TO PROCEED DATED 6/18/10	RNT

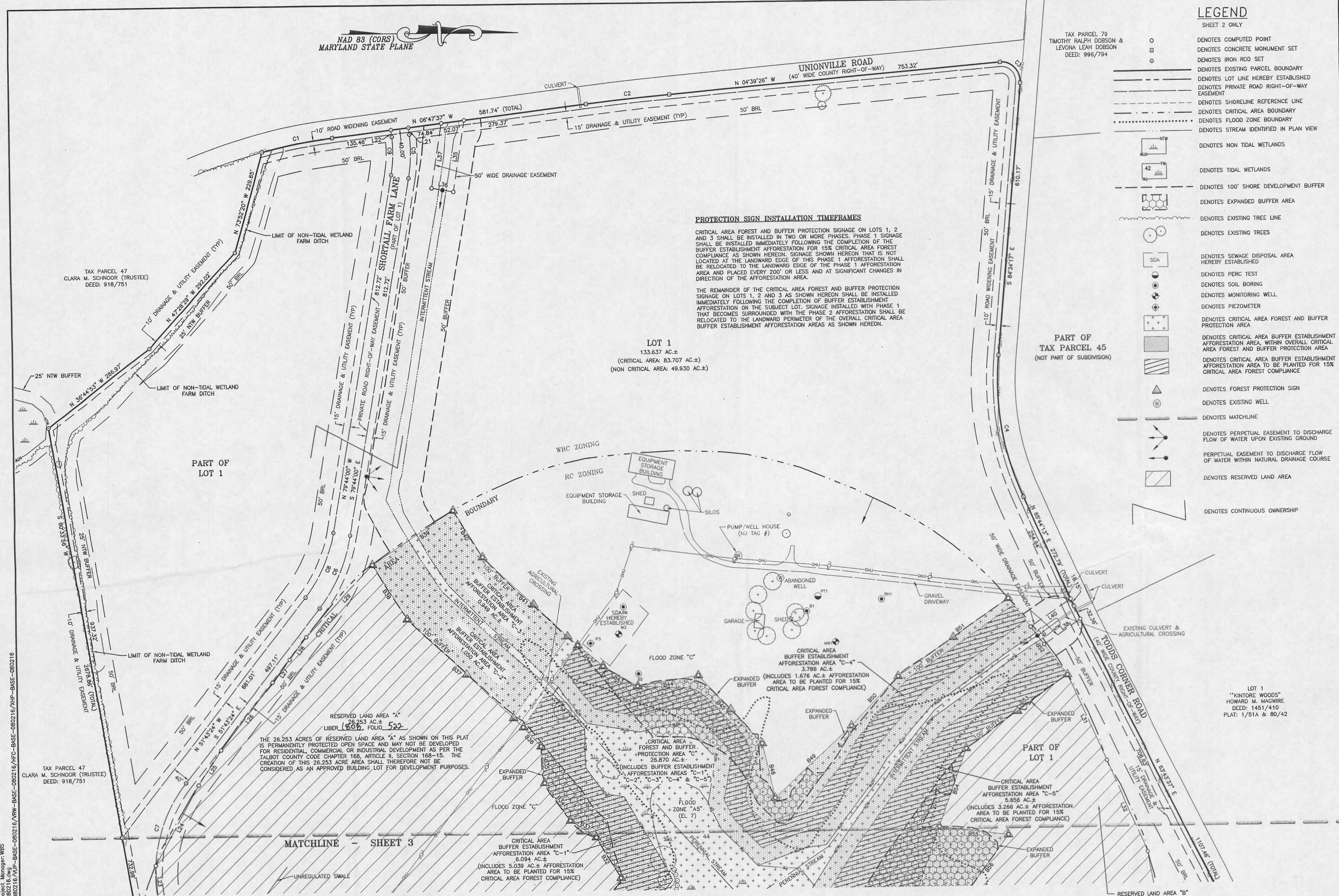
PROTECTION SIGN INSTALLATION TIMEFRAMES

CRITICAL AREA FOREST AND BUFFER PROTECTION SIGNAGE ON LOTS 1, 2 AND 3 SHALL BE INSTALLED IN TWO OR MORE PHASES: PHASE 1 SIGNAGE SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE COMPLETION OF THE BUFFER ESTABLISHMENT AFFORESTATION FOR 15% CRITICAL AREA FOREST COMPLIANCE AS SHOWN HEREON. SIGNAGE SHOWN HEREON THAT IS NOT LOCATED AT THE LANDWARD EDGE OF THIS PHASE 1 AFFORESTATION SHALL BE RELOCATED TO THE LANDWARD EDGE OF THE PHASE 1 AFFORESTATION AREA AND PLACED EVERY 200' OR LESS AND AT SIGNIFICANT CHANGES IN DIRECTION OF THE AFFORESTATION AREA.

THE REMAINDER OF THE CRITICAL AREA FOREST AND BUFFER PROTECTION SIGNAGE ON LOTS 1, 2 AND 3 AS SHOWN HEREON SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE COMPLETION OF BUFFER ESTABLISHMENT AFFORESTATION ON THE SUBJECT LOT. SIGNAGE INSTALLED WITH PHASE 1 THAT BECOMES SURROUNDED WITH THE PHASE 2 AFFORESTATION SHALL BE RELOCATED TO THE LANDWARD PERIMETER OF THE OVERALL CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREAS AS SHOWN HEREON.

LOT 1
133.637 AC±
(CRITICAL AREA: 83.707 AC±)
(NON CRITICAL AREA: 49.930 AC±)

PART OF TAX PARCEL 45
(NOT PART OF SUBDIVISION)



THE 26.253 ACRES OF RESERVED LAND AREA "A" AS SHOWN ON THIS PLAT IS PERMANENTLY PROTECTED OPEN SPACE AND MAY NOT BE DEVELOPED FOR RESIDENTIAL, COMMERCIAL OR INDUSTRIAL DEVELOPMENT AS PER THE TALBOT COUNTY CODE CHAPTER 168, ARTICLE II, SECTION 168-15. THE CREATION OF THIS 26.253 ACRE AREA SHALL THEREFORE NOT BE CONSIDERED AS AN APPROVED BUILDING LOT FOR DEVELOPMENT PURPOSES.

CRITICAL AREA FOREST AND BUFFER PROTECTION AREA "C" ± 26.870 AC± ± (INCLUDES BUFFER ESTABLISHMENT AFFORESTATION AREAS "C-1", "C-2", "C-3", "C-4" & "C-5")

CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA "C-4" ± 3.786 AC± ± (INCLUDES 1.678 AC± AFFORESTATION AREA TO BE PLANTED FOR 15% CRITICAL AREA FOREST COMPLIANCE)

CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA "C-5" ± 5.658 AC± ± (INCLUDES 3.266 AC± AFFORESTATION AREA TO BE PLANTED FOR 15% CRITICAL AREA FOREST COMPLIANCE)

RESERVED LAND AREA "B" ± 3.994 AC± ± LIBER 1808, FOLIO 522

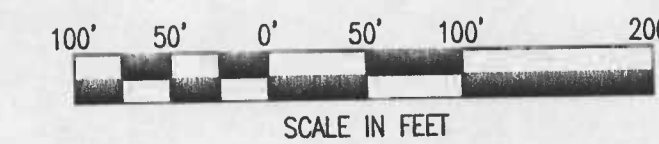
LINE	BEARING	LENGTH
L21	N 83°12'23" E	15.03'
L22	S 83°12'23" W	15.03'
L23	S 86°57'52" W	73.56'
L24	N 61°15'42" W	204.90'
L25	N 58°47'13" W	83.91'
L26	N 51°44'27" W	191.94'
L27	N 52°05'43" W	64.21'
L28	N 53°12'29" W	64.62'
L29	N 46°10'48" W	222.62'
L31	N 65°59'19" E	211.61'
L32	N 68°00'14" E	226.38'
L35	S 80°35'57" E	157.26'
L36	S 09°24'03" W	50.00'
L37	N 80°35'57" W	142.74'
L38	S 33°39'52" E	100.58'
L39	S 52°54'02" W	50.09'
L40	N 33°39'52" W	110.70'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	163.96'	1243.64'	7°33'13"	82.10'	S 10°26'32" E	163.84'
C2	189.96'	5095.02'	2°08'10"	94.99'	S 05°43'31" E	189.95'
C3	73.17'	41.88'	100°05'09"	50.00'	S 45°23'08" W	64.22'
C4	323.18'	623.63'	29°41'30"	165.30'	N 80°34'58" E	319.57'
C5	95.28'	320.00'	17°03'37"	48.00'	N 88°15'49" W	94.93'
C6	180.88'	320.00'	28°00'36"	92.00'	N 65°43'42" W	179.09'
C7	274.80'	330.00'	47°42'40"	145.93'	S 75°34'44" E	266.93'
C8	161.33'	330.00'	28°00'36"	82.31'	N 65°43'42" W	158.72'
C9	83.37'	280.00'	17°03'37"	42.00'	N 88°15'49" W	83.06'

LINE	BEARING	LENGTH
B32	S 59°33'26" W	107.67'
B33	N 32°56'01" E	69.69'
B34	N 55°45'25" E	102.82'
B35	N 84°57'41" E	82.56'
B36	N 47°41'08" E	58.48'
B37	S 43°28'49" W	357.33'
B38	N 57°43'12" E	145.66'
B39	S 33°09'50" E	221.79'
B40	N 58°29'58" E	124.36'
B41	S 43°14'33" W	292.66'
B42	N 40°57'43" E	74.33'
B43	N 30°35'33" E	90.50'

LINE	BEARING	LENGTH
B44	N 09°17'45" W	139.94'
B45	S 47°00'23" W	210.14'
B46	S 77°36'10" W	125.65'
B49	N 42°14'04" W	237.60'
B50	N 45°25'35" W	152.74'
B51	N 34°28'50" W	306.80'
B52	N 52°54'02" E	219.71'
B53	N 34°48'20" W	283.68'
B54	N 70°04'01" W	186.20'
B55	N 07°29'58" E	157.98'
B56	N 53°21'44" W	190.15'

THE 3.994 ACRES OF RESERVED LAND AREA "B" AS SHOWN ON THIS PLAT IS PERMANENTLY PROTECTED OPEN SPACE AND MAY NOT BE DEVELOPED FOR RESIDENTIAL, COMMERCIAL OR INDUSTRIAL DEVELOPMENT AS PER THE TALBOT COUNTY CODE CHAPTER 168, ARTICLE II, SECTION 168-15. THE CREATION OF THIS 3.994 ACRE AREA SHALL THEREFORE NOT BE CONSIDERED AS AN APPROVED BUILDING LOT FOR DEVELOPMENT PURPOSES.



Date: 06/30/2010 9:30am User: rto/or Project Manager: WBS Drawing Path: C:\temp\Public\10-0522\FPS-FPS-080216.dwg XREF File(s): BSE-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216\FIP-BASE-080216

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324 Pennsylvania Ave. Centerville, MD 21037 (410) 728-2005

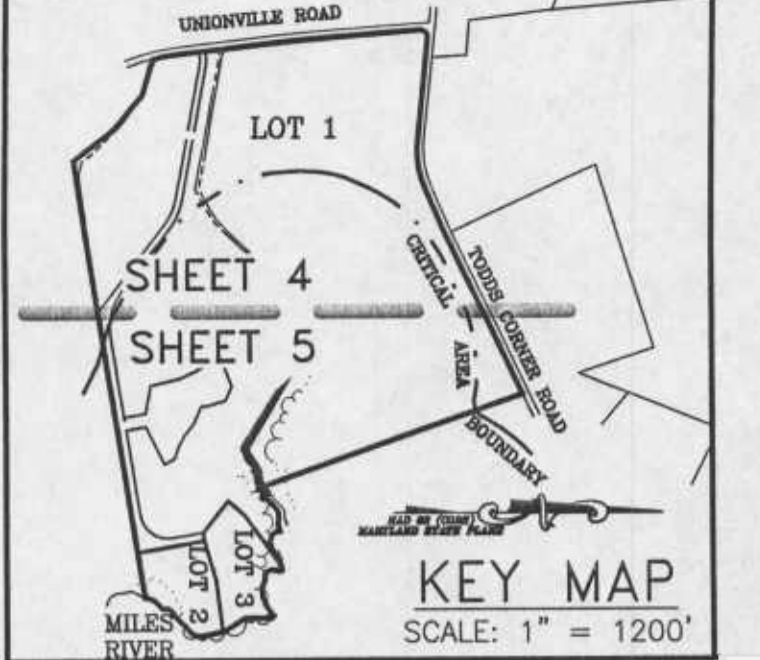
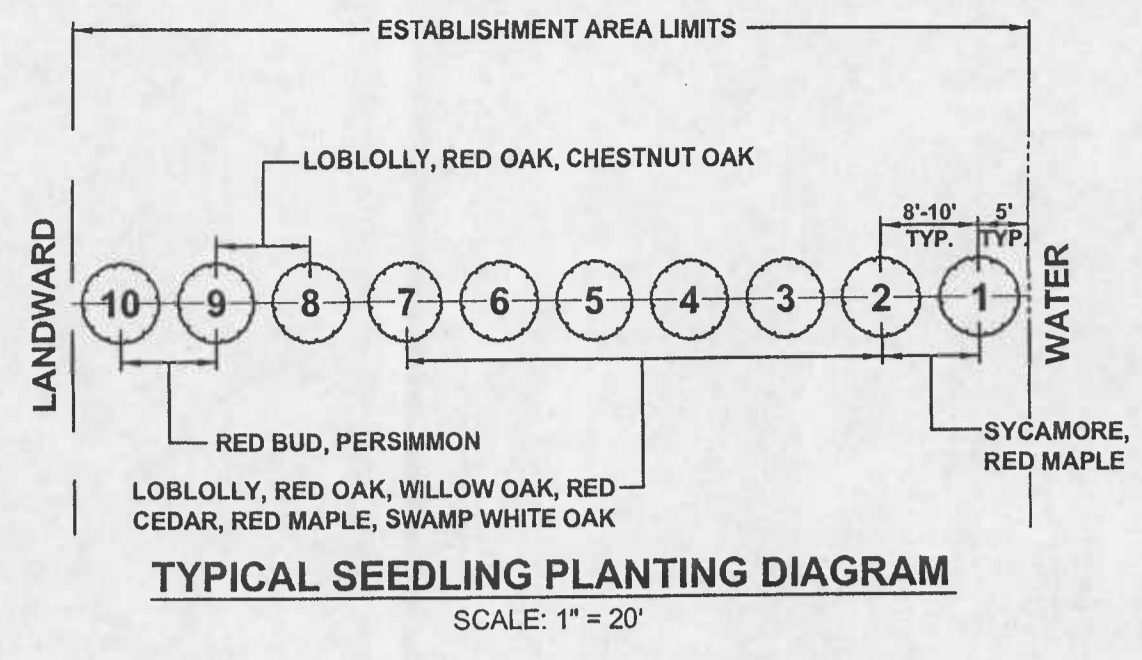
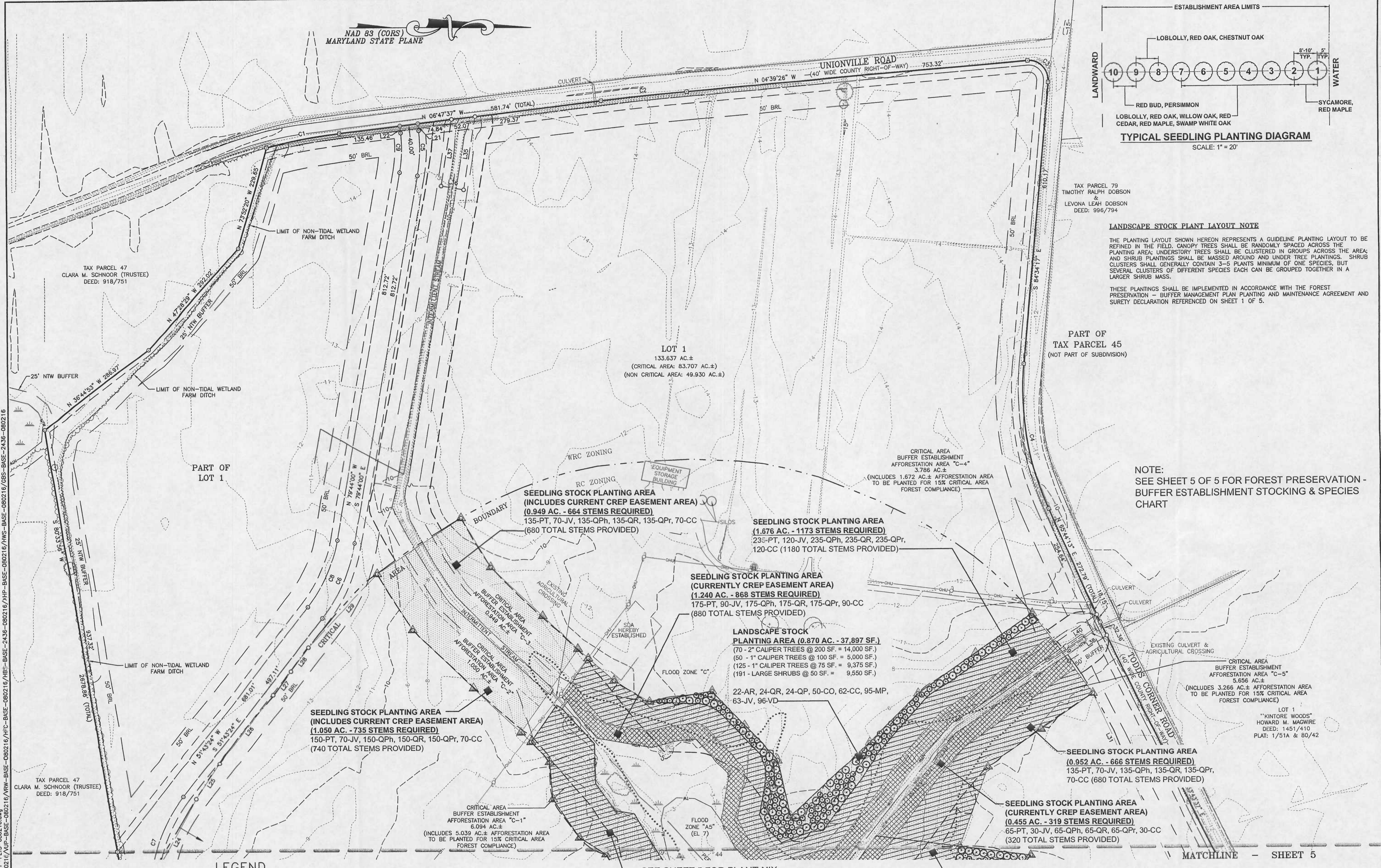
STATE OF MARYLAND
JEFFERSON EMMETT HUBBARD
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 1038
J. M. Foster 6/23/10 DATE

SUBDIVISION PLAT,
FCP #2010-04 AND
BMP #M1104
ON THE LANDS OF
"SHORTALL FARM"
DONALD D. FOSTER &
ELEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND
TAX MAP 16 GRID 16 PARCEL 45

ISSUED FOR:	DATE:	BY:
SKETCH PLAN APPROVAL	6/30/08	WBS
PRELIMINARY PLAN REVIEW	2/4/10	WBS
FINAL PLAN TAC REVIEW	4/9/10	WBS
FINAL PLAN GRM REVIEW	6/4/10	WBS
RECORDATION	6/21/10	WBS

SHEET No.	DATE:
2 OF 5	6/26/08
SCALE:	JOB No.
1" = 100'	080216
	FILE No.
	1683

NAD 83 (CORS)
MARYLAND STATE PLANE



RECEIVED
JUL 14 2010
CRITICAL AREA COMMISSION
Chesapeake & Atlantic Coastal Bays

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	6/4/10	PER TAC NOTICE TO PROCEED DATED 5/13/10	D.W.B.
2	6/21/10	PER CRM NOTICE TO PROCEED DATED 6/18/10	D.W.B.

TAX PARCEL 79
TIMOTHY RALPH DOBSON
LEVONA LEAH DOBSON
DEED: 996/794

LANDSCAPE STOCK PLANT LAYOUT NOTE

THE PLANTING LAYOUT SHOWN HEREON REPRESENTS A GUIDELINE PLANTING LAYOUT TO BE REFINED IN THE FIELD. CANOPY TREES SHALL BE RANDOMLY SPACED ACROSS THE PLANTING AREA; UNDERSTORY TREES SHALL BE CLUSTERED IN GROUPS ACROSS THE AREA; AND SHRUB PLANTINGS SHALL BE MASSED AROUND AND UNDER TREE PLANTINGS. SHRUB CLUSTERS SHALL GENERALLY CONTAIN 3-5 PLANTS MINIMUM OF ONE SPECIES, BUT SEVERAL CLUSTERS OF DIFFERENT SPECIES EACH CAN BE GROUPED TOGETHER IN A LARGER SHRUB MASS.

THESE PLANTINGS SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION REFERENCED ON SHEET 1 OF 5.

PART OF
TAX PARCEL 45
(NOT PART OF SUBDIVISION)

NOTE:
SEE SHEET 5 OF 5 FOR FOREST PRESERVATION -
BUFFER ESTABLISHMENT STOCKING & SPECIES
CHART

Date: 06/29/2010 11:00am User: taylor Project Manager: WBS
Drawing Path: \\Easton\job\2008\2008\080216\CadData\Draw\HP-FTS-080216.dwg
XREF File(s): VSP-BASE-080216\VP-BASE-080216\HSL-BASE-080216\HSP-BASE-080216\HWP-BASE-080216\HNS-BASE-080216\HSS-BASE-080216\HSS-BASE-2436-080216

LEGEND
SHEET 4 ONLY

- | | | | |
|-----|---------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------|
| ○ | DENOTES COMPUTED POINT | ○ | DENOTES EXISTING TREES |
| ⊙ | DENOTES CONCRETE MONUMENT SET | SDA | DENOTES SEWAGE DISPOSAL AREA HEREBY ESTABLISHED |
| ⊙ | DENOTES IRON ROD SET | ⊙ | DENOTES EXISTING WELL |
| --- | DENOTES EXISTING PARCEL BOUNDARY | --- | DENOTES MATCHLINE |
| --- | DENOTES LOT LINE HEREBY ESTABLISHED | ▲ | DENOTES CRITICAL AREA FOREST AND BUFFER PROTECTION SIGN |
| --- | DENOTES SHORELINE REFERENCE LINE | ▨ | DENOTES CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA WITHIN OVERALL CRITICAL AREA FOREST AND BUFFER PROTECTION AREA |
| --- | DENOTES CRITICAL AREA BOUNDARY | ▨ | DENOTES CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA TO BE PLANTED FOR 15% CRITICAL AREA FOREST COMPLIANCE |
| --- | DENOTES FLOOD ZONE BOUNDARY | ▨ | DENOTES CREP CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA TO BE PLANTED ONCE CREP CONTRACT EXPIRES |
| --- | DENOTES STREAM | | |
| NTW | DENOTES NON TIDAL WETLANDS | | |
| TW | DENOTES TIDAL WETLANDS | | |
| 42 | DENOTES 100' SHORE DEVELOPMENT BUFFER | | |
| --- | DENOTES EXISTING CONTOURS | | |
| --- | DENOTES EXISTING TREE LINE | | |

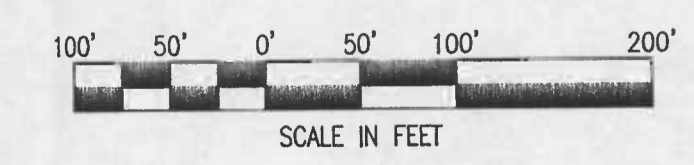
PROTECTION SIGN INSTALLATION TIMEFRAMES

CRITICAL AREA FOREST AND BUFFER PROTECTION SIGNAGE ON LOTS 1, 2 AND 3 SHALL BE INSTALLED IN TWO OR MORE PHASES. PHASE 1 SIGNAGE SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE COMPLETION OF THE BUFFER ESTABLISHMENT AFFORESTATION FOR 15% CRITICAL AREA FOREST COMPLIANCE AS SHOWN HEREON. SIGNAGE FOLLOWING HEREON THAT IS NOT LOCATED AT THE LANDWARD EDGE OF THIS PHASE 1 AFFORESTATION SHALL BE RELOCATED TO THE LANDWARD EDGE OF THE PHASE 1 AFFORESTATION AREA AND PLACED EVERY 200' OR LESS AND AT SIGNIFICANT CHANGES IN DIRECTION OF THE AFFORESTATION AREA.

THE REMAINDER OF THE CRITICAL AREA FOREST AND BUFFER PROTECTION SIGNAGE ON LOTS 1, 2 AND 3 AS SHOWN HEREON SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE COMPLETION OF BUFFER ESTABLISHMENT AFFORESTATION ON THE SUBJECT LOT. SIGNAGE INSTALLED WITH PHASE 1 THAT BECOMES SURROUNDED WITH THE PHASE 2 AFFORESTATION SHALL BE RELOCATED TO THE LANDWARD PERIMETER OF THE OVERALL CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREAS AS SHOWN HEREON.

SOIL AND WATER CONSERVATION PLAN REFERENCE NOTE

THIS PROPERTY IS SUBJECT TO A SOIL AND WATER CONSERVATION PLAN #85095 PREPARED IN JANUARY 2010 BY THE NATURAL RESOURCES CONSERVATION SERVICE WITH THE ASSISTANCE OF THE TALBOT SOIL CONSERVATION DISTRICT.



THE PURPOSE OF THIS SHEET IS TO CLEARLY SUMMARIZE A PORTION OF THE CRITICAL AREA BUFFER ESTABLISHMENT AREA AFFORESTATION PLANTING REQUIREMENTS FOR LOT 1.

Lane Engineering, LLC
Established 1986
Civil Engineers • Land Planning • Land Surveyors
117 Bay St. Easton, MD 21601 (410) 822-8003
15 Washington St. Cambridge, MD 21613 (410) 221-0818
354 Pennsylvania Ave. Centerville, MD 21817 (410) 728-2095

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE:

SEAL
764
STATE OF MARYLAND
DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES
LANDSCAPE ARCHITECT
HOWARD M. MACHIRE
DEED: 1451/410
PLAT: 1/51A & 80/42
DATE: 6/29/10

SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104
ON THE LANDS OF "SHORTALL FARM" DONALD D. FOSTER & ELLEN MARIE FOSTER
IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND
TAX MAP 16 GRID 16 PARCEL 45

ISSUED FOR: DATE: BY:
FINAL PLAT TAC REVIEW 4/9/10 WBS
FINAL PLAT CRM REVIEW 6/4/10 WBS
RECORDATION 6/21/10 W.B.S.

SHEET No. 4 OF 5 DATE: 4/9/10
SCALE: 1" = 100' JOB No. 080216
FILE No. 1683

Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Margaret G. McHale
Chair

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

1804 West Street, Suite 100, Annapolis, Maryland 21401

(410) 260-3460 Fax: (410) 974-5338

www.dnr.state.md.us/criticalarea/

May 6, 2010

Ms. Mary Kay Verdery
Talbot County Office of Planning and Zoning
28712 Glebe Road, Suite 2
Easton, Maryland 21601

**Re: Shortall Farm Subdivision and Buffer Management Plan
M1104**

Dear Ms. Verdery:

Thank you for providing updated information on the above-referenced subdivision. The applicant is proposing to create a minor 3-lot subdivision. The parcel is 143.64 acres in size, with 93.7 acres located within the Critical Area and designated as a Resource Conservation Area (RCA). There is currently no forest coverage located onsite.

Based on the information provided, we also have the following comments for this proposed subdivision:

1. We note that the comments regarding development rights, the 200-foot Buffer, and lot coverage from our July 18, 2008 letter still apply to this subdivision application.
2. The Critical Area Environmental Assessment states that while Lots 2 and 3 will not be farmed after development, Lot 1 will still continue to be maintained in agricultural use after development. In addition, those portions of Lot 1 that will remain agricultural "shall continue and/or implement the terms of the farm's Soil Conservation and Water Quality Plan." We note that, upon the application of a building permit on this lot to create a dwelling unit, this lot will be converted from one land use to another, and thus the entire Buffer shall be fully established on Lot 1, as required under COMAR 27.01.09.01-1.B-C.

In addition, we have the following comments on the submitted: Buffer Management Plan (BMP):

1. The site plan states that the CRP-CREP areas within the Buffer and expanded Buffer will be planted upon expiration of the CRP-CREP easement. It appears that these areas are located entirely on Lot 1. We note that, without an individual Water Quality Plan for this lot, these Buffer areas must be established upon the change of land use, as required under COMAR 27.01.09.01-1.B-C. If the applicant wishes to continue to keep these areas in

TTY for the Deaf

Annapolis: (410) 974-2609 D.C. Metro: (301) 586-0450

agriculture, then they should consider the use of agricultural parcels for portions of the property.

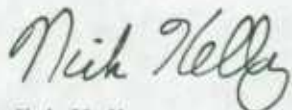
2. The applicant provides several afforestation areas that will be planted in seedlings to meet Buffer establishment requirements (Afforestation areas "A," "B," and "C"). However, it is difficult to delineate on the plan where these areas are located. Please have the applicant provide a clearer location for each afforestation area. This is of particular concern, as these areas must provide 700 seedling stems per acre in order to meet Buffer requirements. We recommend that the applicant provide a chart for each afforestation area that shows the total number of seedling stems planted.
3. In light of the previous comment, it appears as though the proposed seedling stems are not distributed evenly across the afforestation areas. For example, Afforestation Area "A" is 1.755 acres in size, which requires 1229 seedlings. However, only 540 seedling stems are proposed. Please have the applicant revise the plans to ensure that proper density is (700 seedling stems per acre) is achieved across all afforestation areas.
4. We recommend that a row of landscape stock trees be located at the outer edge of the seedling mix planting areas to help delineate the location of the seedlings. Along with the signage this will help prevent accidental mowing of the seedling areas.
5. The COMAR reference for the landscape stock table should be revised to "COMAR 27.01.09.01-2.I."
6. The COMAR reference for the seedling stock table should be revised to "COMAR 27.01.09.01-2.K."
7. The COMAR citations under the "Warranty Provisions" should be revised to "COMAR 27.01.09.01-2.J" and "COMAR 27.01.09.01-2.K," respectively.
8. Under the "Specialized Site Preparation" section of the BMP, the last note states that plantings will occur in the early spring. We note that all plantings must occur in the next available planting season after the subdivision is recorded, except for those lots that will remain in agricultural use and have an approved Water Quality Plan from the County. Those lots may establish their Buffer in the next planting season after a Building Permit is issued. Please have the applicant revise this note.
9. Under the "Buffer Establishment Time Frame" section of the BMP, the applicant states that "establishment is required on a lot by lot basis within 12 months from the start of land disturbance activities or building construction related to a change of land use on a subject lot or parcel." As stated in COMAR 27.01.09.01-3.J(2), establishment will be required at a planting date that occurs either before construction or before sale of the lot. Please have the applicant revise this note.
10. We note that it is the applicant's responsibility to plant all three lots and to put up a bond for the planting (as indicated on the plan). To ensure that this planting occurs as required, we recommend the following:
 - a. The County should require a separate document to be held on file with both the permit office and the planning office. This document should clearly identify the

responsibilities of the applicant for the planting per each lot, include the proposed planting date, outline the survivability requirements for each area of planting so the County can easily inspect the property, and identify the bond. It should also contain the inspection agreement with times for inspection so the County and the applicant are aware of the requirements. Lastly, it should contain the applicant's signature indicating they are aware of their responsibilities to meet the planting requirements. The applicant should maintain a copy of this document with the planting plan for their personal records.

- b. COMAR 27.01.09.01-3.J(2)(d) states the maintenance plan must include a planting date for either before construction **or** before sale of the lot. If the applicant intends to sell the lots before construction, the planting date is required to occur prior to sale of the lots.
 - c. The notes regarding the timing for planting should be amended to state that the bond or other financial surety may not be returned until plantings have been provided. This information should also be included on the document discussed above. If the applicant does not intend to sell the lots prior to the expiration of bond or other surety, then the planting must be completed before the financial surety ends.
11. The Inspection Plan should be clarified to indicate that it is the County's responsibility to determine compliance with the survivability requirements of the planting areas and the County may not release a bond or any applicable permit until inspection is completed.
 12. Please delete Note 5 of the inspection agreement. These provisions are not included in the regulations.
 13. The cost estimate includes tree shelters at \$4 each. While we recommend using tree shelters to ensure survivability, this cost seems high. Forestry Suppliers catalog offers rigid seedling protector tubes in bulk for approximately thirty-five cents each. The applicant may be able to use more tree shelters at this lower cost.
 14. Prior to recordation of the subdivision plat, the applicant must meet COMAR 27.01.09.01-2.M.

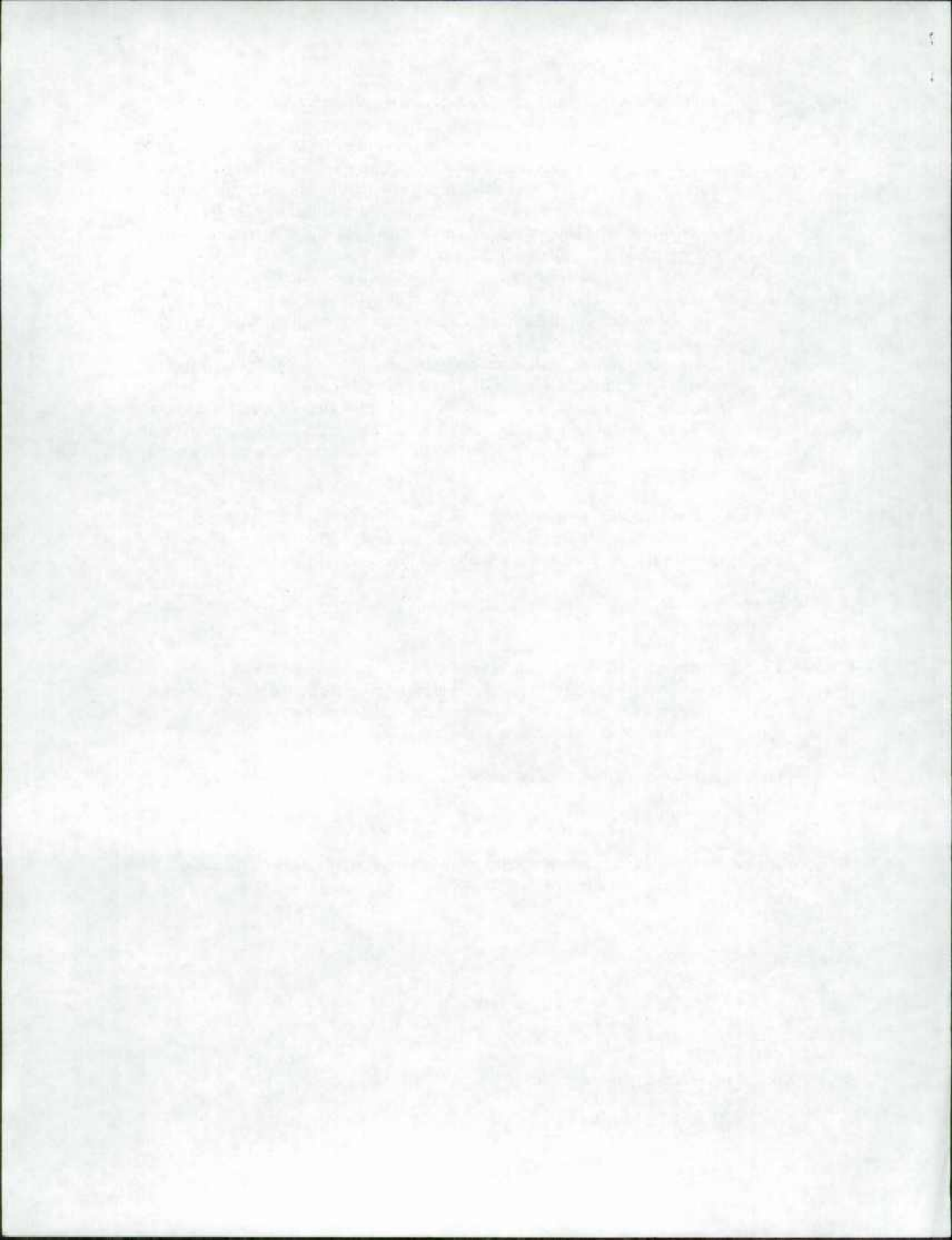
Thank you for the opportunity to provide additional comments on this subdivision request. If you have any questions, please call me at (410) 260-3483.

Sincerely,



Nick Kelly
Natural Resource Planner

cc: TC 391-08
Bill Stagg, Lane Engineering, Inc.



Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Margaret G. McHale
Chair

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
www.dnr.state.md.us/criticalarea/

February 26, 2010

Ms. Mary Kay Verdery
Talbot County Office of Planning and Zoning
28712 Glebe Road, Suite 2
Easton, Maryland 21601

**Re: Shortall Farm Subdivision
M1104**

Dear Ms. Verdery:

Thank you for providing updated information on the above-referenced subdivision. The applicant is proposing to create a minor 3-lot subdivision. The parcel is 143.64 acres in size, with 93.7 acres located within the Critical Area and designated as a Resource Conservation Area (RCA). There is currently no forest coverage located onsite.

First, Commission staff would like to notify both the County and the applicant that regulations concerning the 100-foot and expanded Buffer will be effective on March 8, 2010. Since this project is covered by the new State regulations and will be reviewed by the County's Planning Commission after this effective date, the project must meet the requirements found in the aforementioned sections of COMAR in order to be approved by the County. Please note that, within the Buffer regulations, there are no grandfathering provisions for projects in-progress.

The County may in the future adopt alternative procedures and requirements for the protection and establishment of the Buffer if:

- The alternative procedures and requirements are at least as effective as the regulations found in COMAR 27.01.09.01- COMAR 27.01.09.01-7 and any additional requirements of the County program; and
- The Critical Area Commission has approved those alternative procedures and requirements as an amendment to the County's Critical Area Program

However, until such measures are approved, the County must utilize the requirements found in the State regulations, and the submitted Buffer Management Plan (here titled by the applicant as



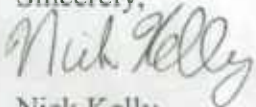
the "Critical Area Afforestation Plan") must be revised. We recommend that the applicant be proactive in applying the planting standards required within the Buffer in order to expedite the final approval process for this project.

Based on the information provided, we also have the following comments on this proposed subdivision:

1. We note that the comments regarding development rights, the 200-foot Buffer, and lot coverage from our July 18, 2008 letter still apply to this subdivision application.
2. The Buffer must be expanded in accordance with COMAR, as mentioned above. This is of particular concern on Lots 2 and 3, where it appears that hydric soils exist in the area of the proposed SDA, which would require a variance. We note that a subdivision may not be approved that requires a variance. The Buffer expansion issues mentioned in this letter must be resolved prior to final plat approval.
3. Based on the prior comment in this letter, on Sheet 1 of 3, the second note must be revised to state the following: "...and has been expanded in accordance with COMAR 27.01.09.01."
4. On Sheet 1 of 3, the following language must be removed from the fifth note under General Notes: "selective pruning or mowing of natural vegetation within the Shore Development Buffer and expanded Buffer is subject to review..."
5. The Critical Area Environmental Assessment states that while Lots 2 and 3 will not be farmed after development, Lot 1 will still continue to be maintained in agricultural use after development. In addition, those portions of Lot 1 that will remain agricultural "shall continue and/or implement the terms of the farm's Soil Conservation and Water Quality Plan." We note that, upon the application of a building permit on this lot to create a dwelling unit, this lot will be converted from one land use to another, and thus the entire Buffer shall be fully established on Lot 1, as required under COMAR 27.01.09.01-1.B-C.

Thank you for the opportunity to provide additional comments on this subdivision request. If you have any questions, please call me at (410) 260-3483.

Sincerely,



Nick Kelly
Natural Resource Planner

cc: TC 391-08
Bill Stagg, Lane Engineering, Inc.

Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Margaret G. McHale
Chair

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
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1804 West Street, Suite 100, Annapolis, Maryland 21401
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www.dnr.state.md.us/criticalarea/

November 8, 2009

Ms. Mary Kay Verdery
Talbot County Office of Planning and Zoning
28712 Glebe Road, Suite 2
Easton, Maryland 21601

**Re: Shortall Farm Subdivision
M1104**

Dear Ms. Verdery:

Thank you for providing information on the above-referenced subdivision. The applicant is proposing to create a minor 3-lot subdivision. The parcel is 143.64 acres in size, with 93.7 acres located within the Critical Area and designated as a Resource Conservation Area (RCA). There is currently no forest coverage located onsite.

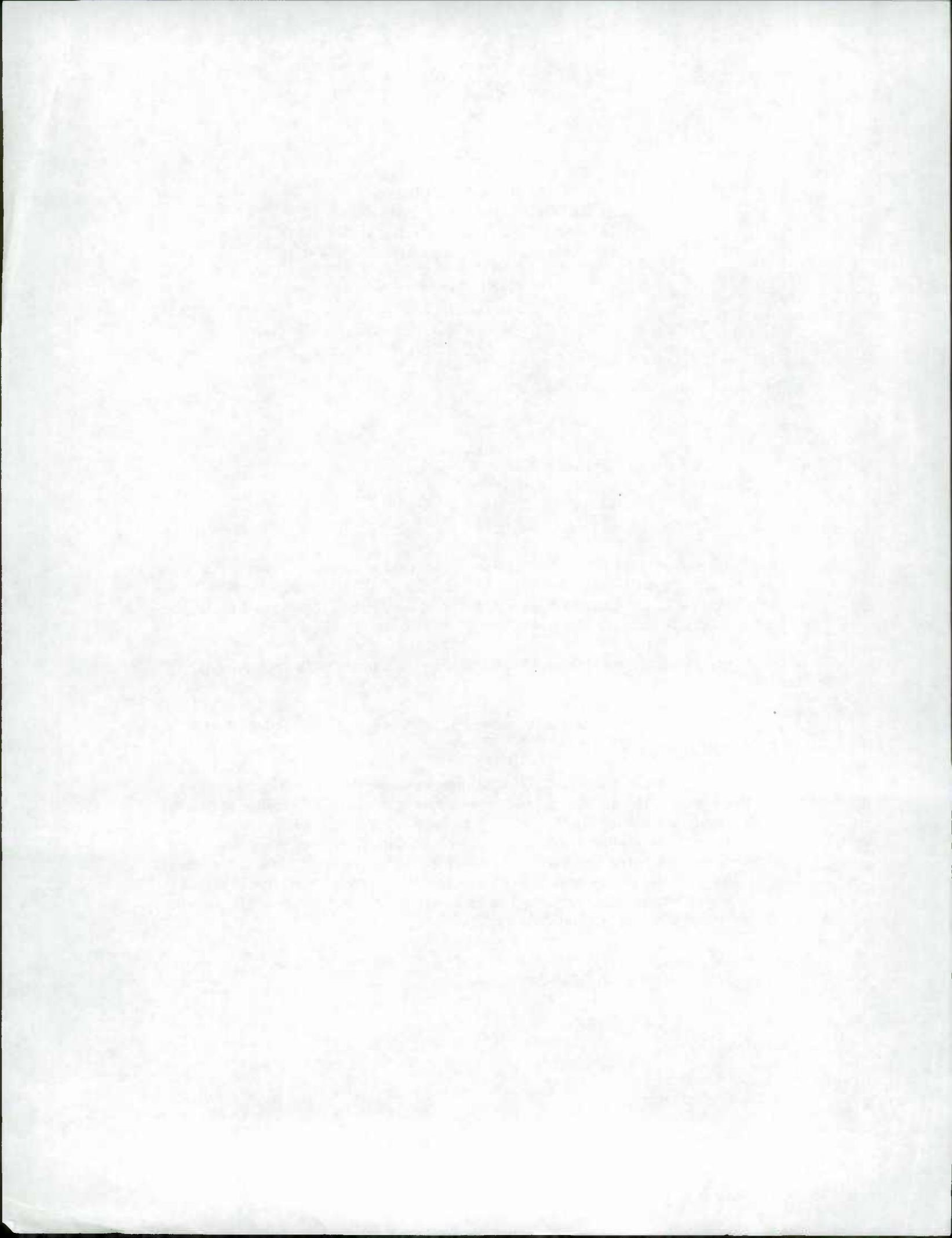
Based on the information provided, we have the following comments on this proposed subdivision:

1. A total of four development rights are permitted on this parcel; upon completion of this subdivision, only one development will remain.
2. Please provide clarification on how the Buffer was expanded for hydric and highly erodible soils. The Buffer should be expanded for hydric or highly erodible soils to the lesser of the landward edge of the soils, or three hundred feet, including the minimum 100-foot Buffer, as found in the Commission's draft Buffer regulations. This is of particular concern on Lot 3, where it appears that hydric soils exist in the area of the proposed SDA, which would require a variance. We note that a subdivision may not be approved that requires a variance. The Buffer expansion issues mentioned in this letter must be resolved prior to final plat approval.

Thank you for the opportunity to provide comments on this subdivision request. If you have any questions, please call me at (410) 260-3483.

Sincerely,


Nick Kelly
Natural Resource Planner
cc: TC 391-08



Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Margaret G. McHale
Chair

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July 18, 2008

Ms. Mary Kay Verdery
Talbot County Office of Planning and Zoning
28712 Glebe Road, Suite 2
Easton, Maryland 21601

**Re: Shortall Farm Subdivision
M1104**

Dear Ms. Verdery:

Thank you for providing information on the above-referenced subdivision. The applicant is proposing to create a minor 3-lot subdivision. The parcel is 144.215 acres in size, with 94.292 acres located in the Critical Area and designated as Resource Conservation Area (RCA). Lot 1 will be 127.32 acres in size (81.832 located in the Critical Area), Lot 2 will be 7.070 acres (5.983 located in the Critical Area), and Lot 3 will be 9.773 acres in size (6.477 acres in the Critical Area). There is currently no forest coverage located onsite.

Based on the information provided, we have the following comments on this proposed subdivision:

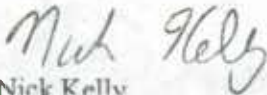
1. A total of four development rights are permitted on this parcel; upon completion of this subdivision, only one development will remain.
2. The 100-foot Buffer must be expanded for both hydric and highly erodible soils located contiguous to the 100-foot Buffer.
3. The applicant is currently providing a 100-foot Buffer on the site plan. It is our understanding that the applicant submitted an application for subdivision prior to July 1, 2008. Please note that Ch. 119, 2008 Laws of Maryland at 765 contains provisions in regards to a 200-foot Buffer which may be applicable to this subdivision. Under these provisions, a subdivision located in the RCA must provide a new 200-foot Buffer *unless* an application for subdivision was submitted before July 1, 2008 *and* is legally recorded by July 1, 2010. Should the applicant fail to have the subdivision plat recorded by the July 1, 2010 deadline, then a 200-foot Buffer will apply to this project. Please ensure that the applicant is aware of this requirement as stated in Chapter 119 of the 2008 Laws of Maryland.
4. It appears that the sewage disposal area (SDA) for Lot 2 is located within the expanded Buffer. The applicant must relocate the SDA outside of the expanded Buffer.
5. The applicant proposes to construct the access to Lot 2 through hydric soils. It appears that the applicant could reconfigure this access point and avoid any impacts to these soils.

6. The applicant must plant 14.140 acres of forested vegetation in order to meet the Critical Area 15% afforestation requirement.
7. GIS layering reveals that the property is entirely located within a sensitive species area. The applicant must receive a letter from the Department of Natural Resources Wildlife and Heritage Division (WHS) evaluating the property for any rare, threatened, or endangered species location onsite.
8. If it is verified by WHS that a sensitive species exists onsite, a Habitat Protection Plan must be submitted to this office for review and comment, as required in §190-93 E(8)(d) of the Talbot County code.
9. The Habitat Protection Plan, environmental site constraints, afforestation requirements, mitigation, Buffer expansion, and all other environmental issues mentioned in this letter must be resolved prior to preliminary plat approval.
10. The subdivision plat must contain information regarding existing and proposed lot coverage. Section 8, Ch. 119, 2008 Laws of Maryland at 765, contains provisions in regard to the lot coverage requirements of Natural Resources Article §8-1808.3 which may be applicable to this subdivision. Under these provisions, a development project whose initial application for development that satisfies all local requirements is filed by October 1, 2008 and whose development plan is approved (recorded) by July 1, 2010 may utilize Talbot County's approved impervious surface area limitations in effect prior to July 1, 2008 provided that:
 - a) The approved development plan remains valid in accordance with Calvert County's procedures and requirements; and
 - b) By July 1, 2010, the applicant prepares a detailed lot coverage plan drawn to scale and showing the amounts of impervious surface area, partially pervious area, and developed pervious surface area in the development project.

In addition to (a) and (b) above, Section 8, Ch. 119, 2008 Laws of Maryland at 765 requires the lot coverage plan to be approved by Talbot County and implemented in accordance with the approved lot coverage plan. Should the applicant intend to develop this subdivision in accordance with the County's impervious surface area limitations, please indicate that intent and ensure that the applicant is aware of the requirements of Chapter 119 of the 2008 Laws of Maryland for proceeding as such.

Thank you for the opportunity to provide comments on this subdivision request. If you have any questions, please call me at (410) 260-3483.

Sincerely,



Nick Kelly
Natural Resource Planner
cc: TC 391-08

RECEIVED
JUN 11 2010
CRM 6/16/10

CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT

THIS CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT ("Agreement") is executed this ____ day of _____, 2010, by and between **DONALD D. FOSTER and ELLEN MARIE FOSTER, his wife** (collectively, "Grantor"), and **TALBOT COUNTY, MARYLAND**, a Charter County and political subdivision of the State of Maryland ("Grantee").

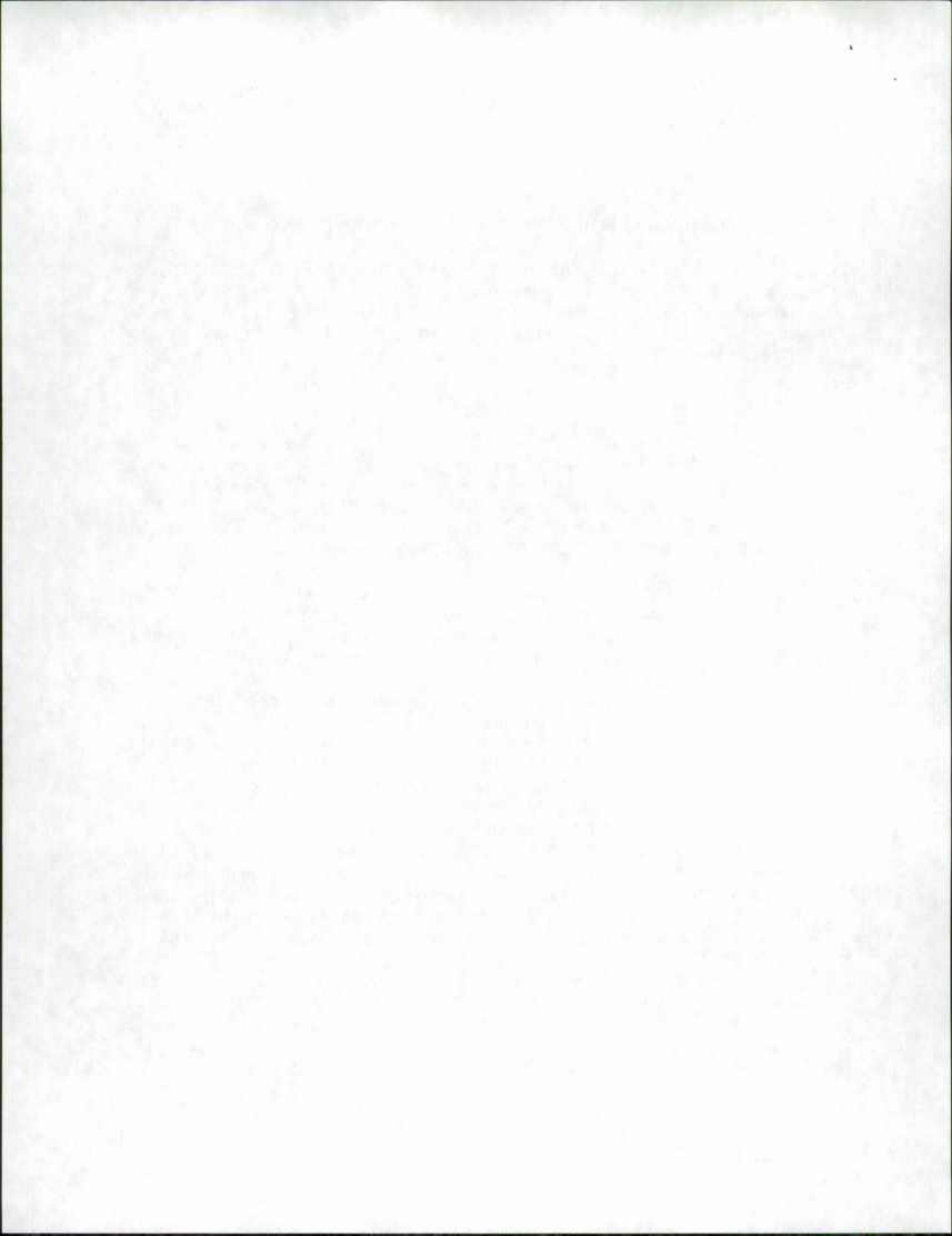
RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land situate in the First Election District of Talbot County, Maryland, designated on Tax Map 16, Grid 16, as Parcel 45, and being the same parcel conveyed by Marie D. Shortall, Personal Representative of the Estate of Percy J. Shortall, to Donald D. Foster and Ellen Marie Foster, his wife, by a Deed dated May 30, 2001 and recorded among the Land Records of Talbot County, Maryland, in Liber 1005, folio 027 (the "Property"); and

WHEREAS, Grantor has elected to engage in "REGULATED ACTIVITIES" as defined by the Talbot County Zoning Ordinance §190-134 B., §190-139-C. (6) and as defined in COMAR 27.01.09.01-1 on said property, and Grantor has applied to the Talbot County Office of Planning & Zoning for approval of the Regulated Activities; and

WHEREAS, as a condition of the approval described above, Grantor has submitted, and the Talbot County Office of Planning & Zoning has approved, a final subdivision plat and Forest Preservation-Buffer Management Plan titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010) (the "Subdivision Plat"), which is intended to be recorded among the Plat Records of Talbot County simultaneously herewith, and which is incorporated by reference, and on which are designated certain areas of the Critical Area Buffer, the Expanded Buffer and the Buffer Establishment Afforestation Area located within the Property as "Critical Area Forest and Buffer Protection Area;" and

WHEREAS, the Grantor and Grantee executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" of even date herewith (the "Surety Declaration"), which is intended to be recorded among the Land Records of Talbot County immediately prior hereto and



which establishes certain planting, monitoring and maintenance obligations related to the establishment of portions of the Critical Area Forest and Buffer Protection Areas that are designated on the Subdivision Plat as "Critical Area Buffer Establishment Afforestation Area"; and

WHEREAS, COMAR 27.01.09.01-2. N. requires the establishment of a long-term protective agreement on, over and through the Critical Area Forest and Buffer Protection Area to ensure the permanent protection, management and inspection of said areas.

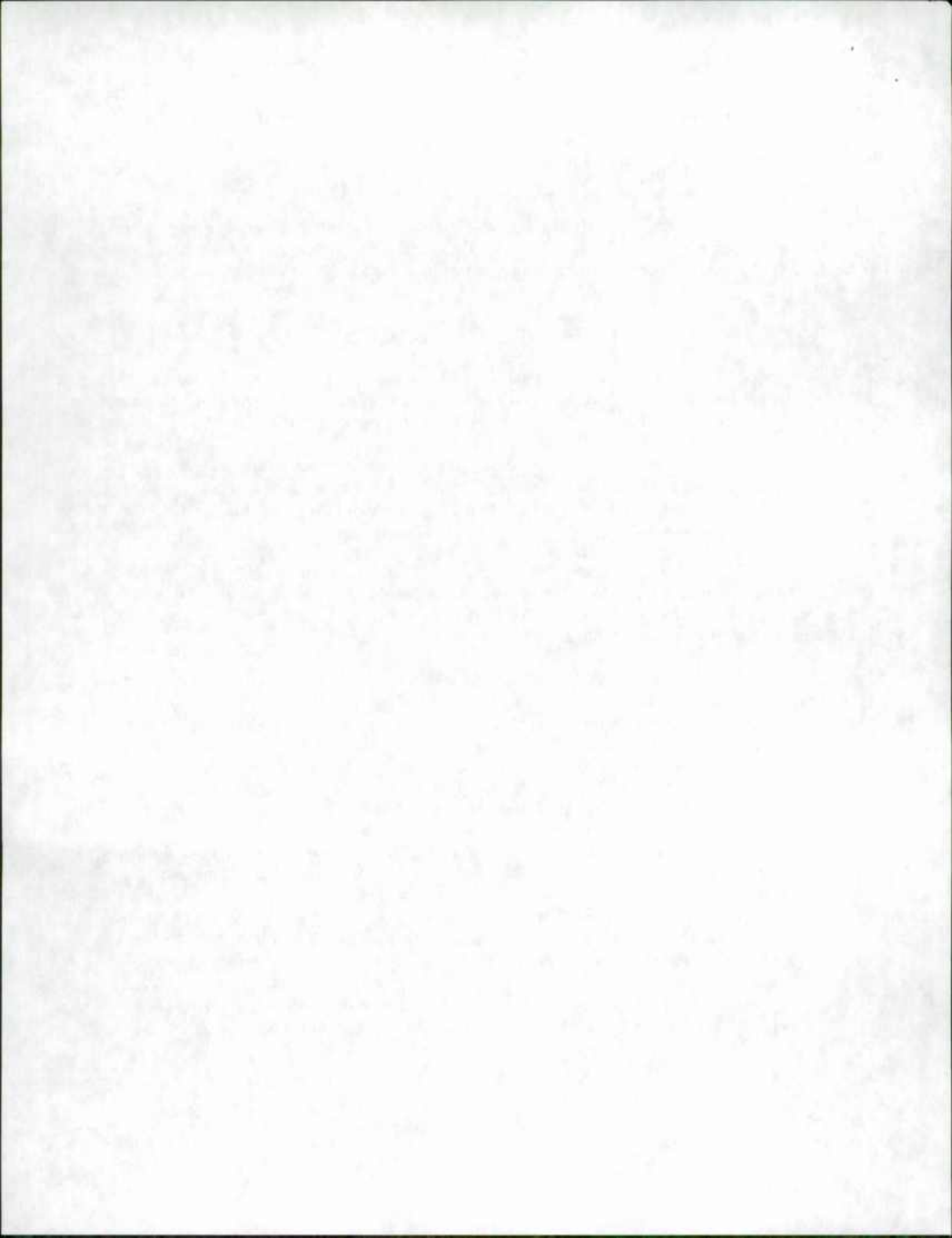
GRANT AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor and Grantee hereby enter into this Agreement to establish, create and declare the restrictions herein set forth in favor of and for the benefit of the Grantee, its successors and assigns, with respect to the Critical Area Forest and Buffer Protection Area described herein.

2. This Agreement applies to, binds, and runs with that portion of the Property more particularly described in Exhibit A attached hereto and described herein as the Critical Area Forest and Buffer Protection Area for the benefit of Grantee, its successors and assigns, forever.

3. Grantor covenants and agrees with the Grantee that the Grantor, Grantor's personal representatives, heirs or assigns, shall not destroy, damage or remove any plant material of nature which nor or hereafter grows within the Critical Area Forest and Buffer Protection Area without approval of the Grantee as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor shall comply with the conditions of approval of the Subdivision Plat approved under the Talbot County Zoning Ordinance and that the Critical Area Forest and Buffer Protection Area shall be preserved in a manner which protects the forest or natural vegetation thereon, either existing as of the date of this Agreement or to be established hereafter. The foregoing notwithstanding, the Grantor may continue any existing agricultural use within portions of the Critical Area Forest and Buffer Protection Areas designated by the Subdivision Plat as "Critical Area Buffer Establishment Afforestation Area", provided that such use is conducted in compliance with COMAR 27.01.09.01-5 and that such use shall cease with respect to a particular lot created by the Subdivision Plat upon the date the Critical Area Forest and Buffer Protection Area(s) on such lot are required to be planted or established under the Surety Declaration. The Surety Declaration is incorporated herein by reference for the sole purpose of establishing the



date of termination of agricultural use, as applicable to individual lots, under this Paragraph.

4. Grantor does hereby relinquish the right to use or develop the Critical Area Forest and Buffer Protection Area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the forest in accordance with the recorded Subdivision Plat;

B. Passive recreational activities which are consistent with and do not adversely impact forest or wetland habitats or cause harm to these resources;

C. Hunting and trapping;

D. Forest management practices with the specific purpose of preserving the forest habitats in forest, including limited harvesting of trees under an approved Timber Harvest Management Plan, subject to approval of the Maryland Department of Natural Resources, Critical Area Commission and Talbot County Office of Planning and Zoning, and provided suitable provisions are made for the replacement of harvested trees;

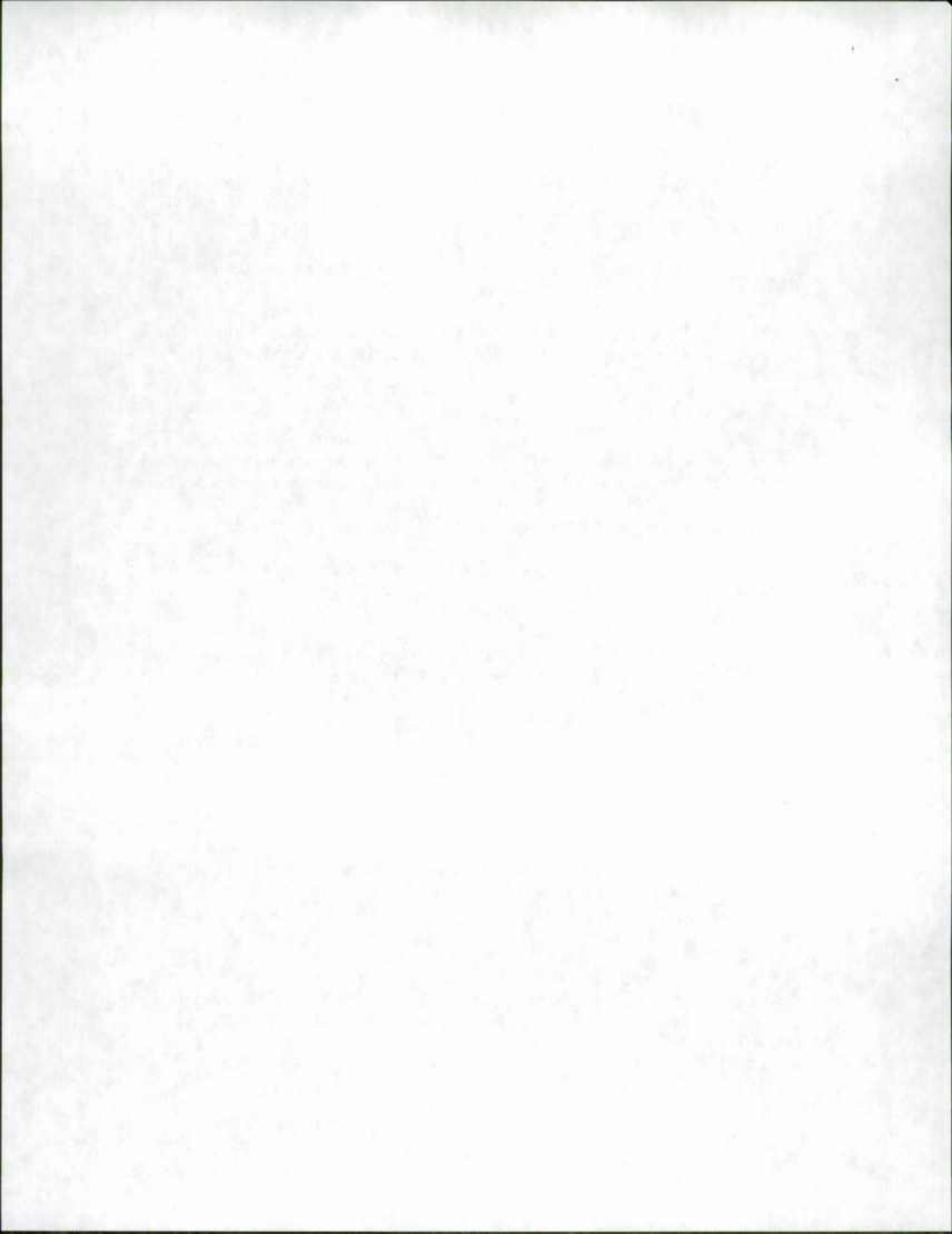
E. Limited clearing and maintenance of a three (3) foot wide path or trail through the forest understory such as may be necessary for access to a water dependent facility.

F. Until the buffer establishment obligation with respect to a particular lot created by the Subdivision Plat is triggered under the Surety Declaration, agricultural activities conducted in accordance with Paragraph 3.

5. All rights reserved by or not prohibited to Grantor shall be exercised to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Critical Area Forest and Buffer Protection Area.

6. The Grantee, or its duly authorized representatives shall have the right, at reasonable hours, to enter the property with reasonable notice for the sole purpose of inspecting the Critical Area Forest and Buffer Protection Area to determine whether the Grantor is complying with the terms, covenants, conditions, limitations and restrictions herein contained.

7. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.



8. Upon any breach of the terms of this Agreement, the Grantee may exercise any or all of the remedies provided in the Talbot County Code including, but not limited to, the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach, to require the restoration of the forest to its condition prior to such breach, and such other legal action as may be necessary to ensure compliance with this Agreement and the covenants, conditions, limitations and restrictions contained herein. In the event of any breach by Grantor, or Grantor's personal representatives, heirs or assigns, of any obligations under this Agreement, the breaching party shall reimburse the Grantee for all costs or expenses incurred to enforce the terms hereof, including but not limited to consultant's fees, court costs, reasonable attorney's fees, and any other expenses reasonably incurred by the Grantee to enforce the terms hereof or to remedy the breach.

9. In the event of any ambiguity or question concerning the scope or requirements imposed by this Agreement with respect to any particular use of the Critical Area Forest and Buffer Protection Area, Grantor may submit a written request to the Talbot County Planning Officer for interpretation or consideration and approval of such use. The Talbot County Planning Officer shall render an interpretation, decision, and response within thirty (30) days following the receipt of any such request.

10. This Agreement does not grant to the public, in general, any right of access or any right to the use of any portion of the Property and extends only to those areas designated as the Critical Area Forest and Buffer Protection Area and any necessary access thereto.

11. Grantor further covenants and agrees that the covenants and agreements contained herein shall run with and bind the Property and shall apply to and bind upon Grantor and Grantor's personal representatives, heirs and assigns.

12. Grantor agrees to make specific reference to this Agreement in a separate paragraph of any subsequent sales contract, mortgage, deed, lease or other legal instrument by which any interest in the Critical Area Forest and Buffer Protection Area is conveyed.



IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be properly executed and sealed as of the day and year first above written.

WITNESS:

DONALD D. FOSTER (SEAL)

ELLEN MARIE FOSTER (SEAL)

“Grantor”

WITNESS:

TALBOT COUNTY, MARYLAND

By: _____ (SEAL)
Sandy Coyman, Talbot County Planning Officer

“Grantee”

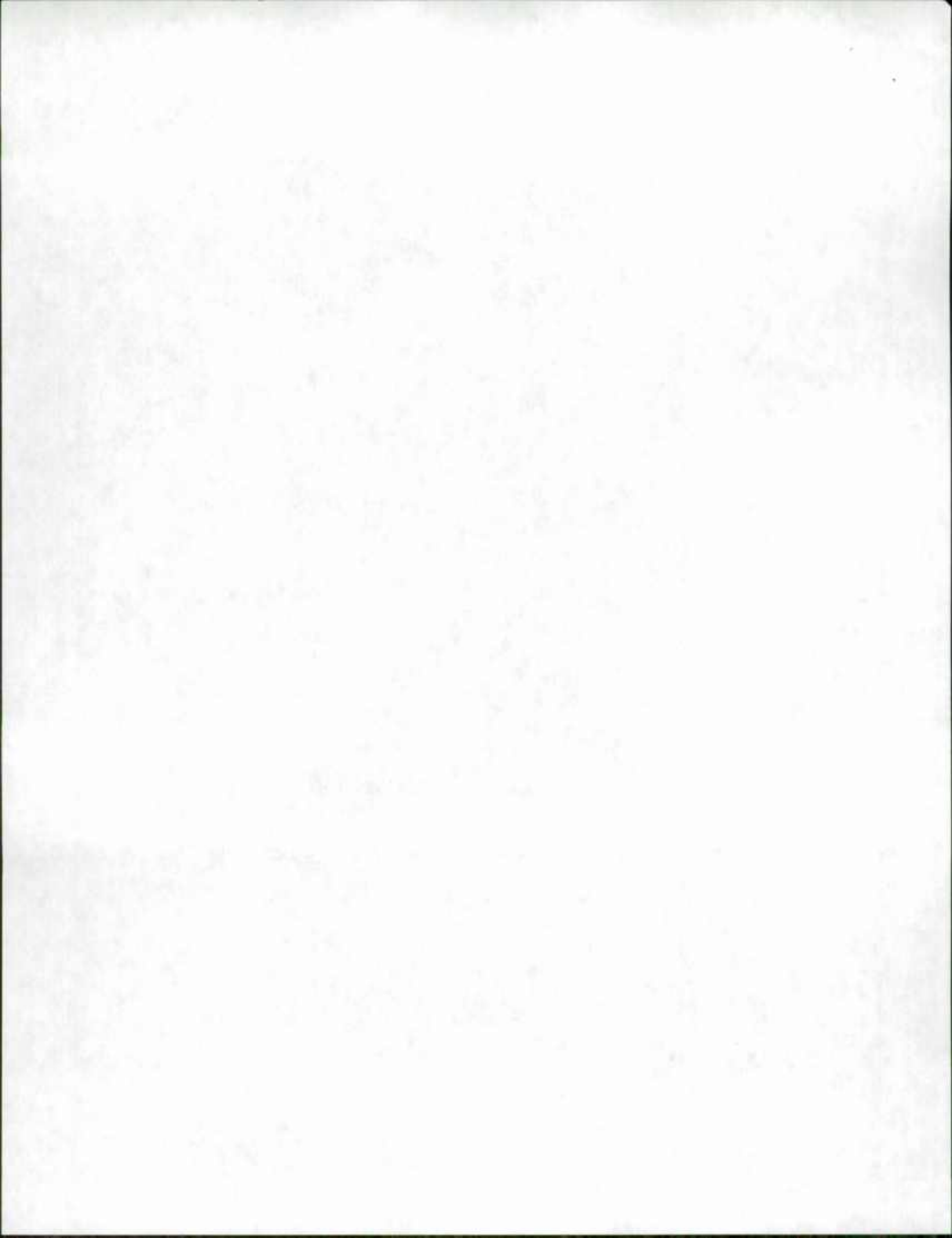
STATE OF MARYLAND; COUNTY OF _____; TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2010, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared **DONALD D. FOSTER and ELLEN MARIE FOSTER**, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Agreement and made acknowledged that they executed the same for the purposes therein contained and further acknowledged said instrument to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:



STATE OF MARYLAND; COUNTY OF _____; TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2010, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared **SANDY COYMAN**, who acknowledged himself to be the Talbot County Planning Officer, and that he, being authorized so to do, executed the foregoing Agreement by himself as such Officer.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Approved for Legal Form and Sufficiency, this ____ day of _____, 2010.

Michael L. Pullen, County Attorney

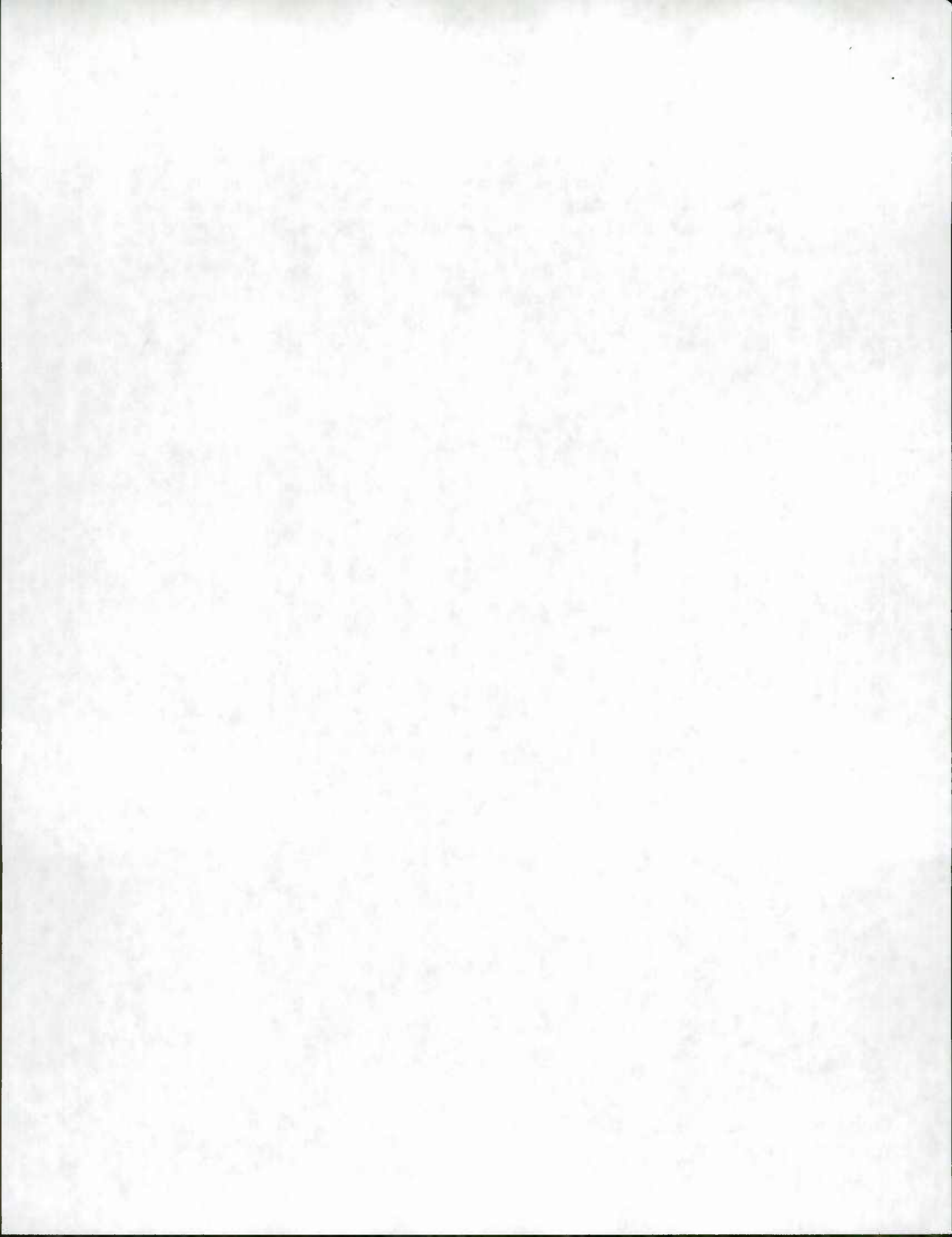


EXHIBIT A

Lane Engineering, LLC

Established 1986

Civil Engineers · Land Planning · Land Surveyors

15 Washington Street
Cambridge, Maryland 21613
Tel 410-221-0818
Fax 410-476-9942

117 Bay Street
P.O. Box 1767
Easton, Maryland 21601
Tel 410-822-8003
Fax 410-822-2024

354 Pennsylvania Avenue
Centreville, Maryland 21617
Tel 410-758-2095
Fax 410-758-4422

DESCRIPTION OF
CRITICAL AREA FOREST AND BUFFER PROTECTION AREAS
FOR
"SHORTALL FARM"
IN THE FIRST ELECTION DISTRICT
TALBOT COUNTY, MARYLAND

AREA "A"

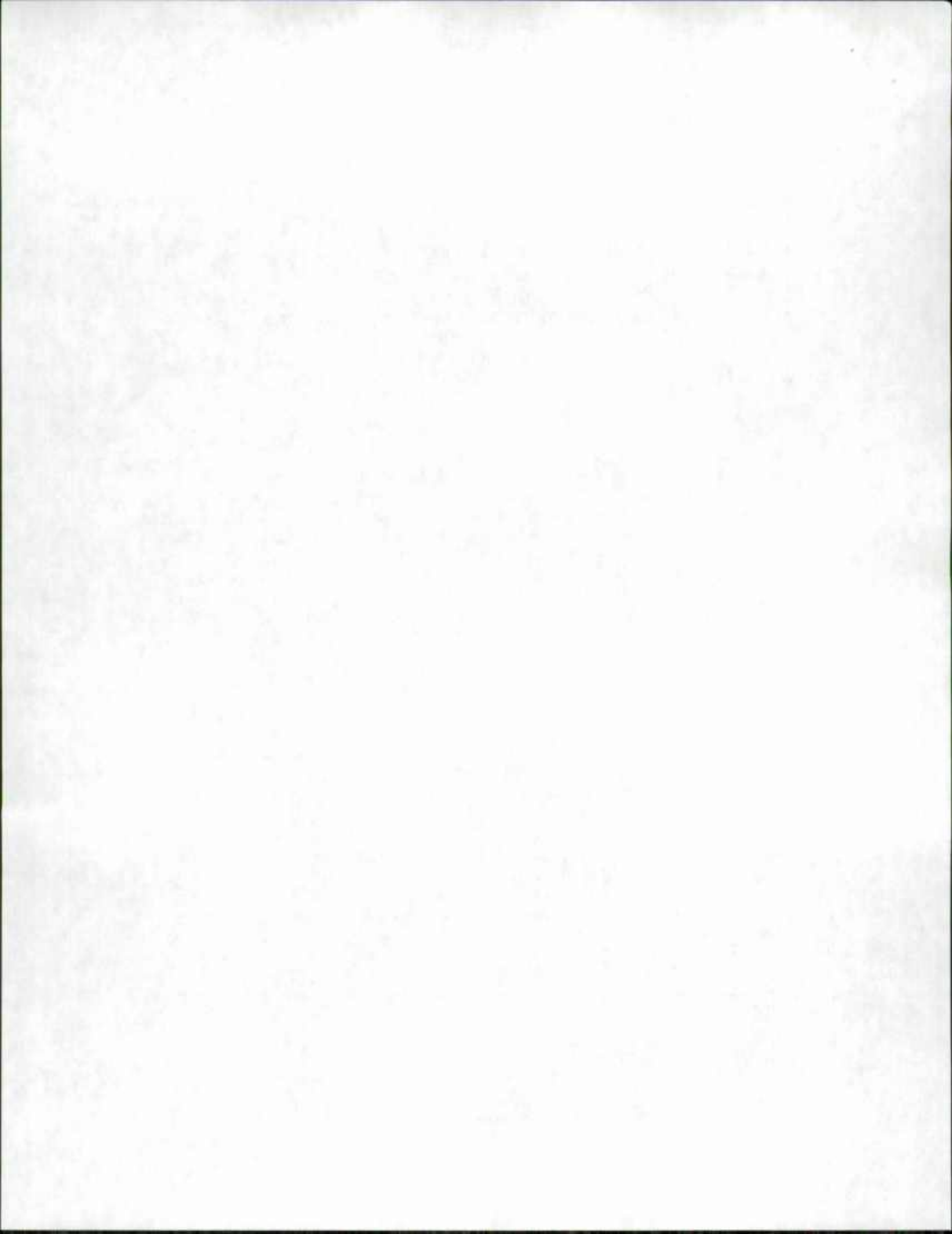
Beginning for the same at a point, said point being the southeasterlymost corner of the herein described area; and from said **Place of Beginning** running (1) South 80 degrees 33 minutes 56 seconds West 194.04 feet, thence (2) North 21 degrees 38 minutes 38 seconds West 142.80 feet, thence (3) North 28 degrees 04 minutes 40 seconds East 162.71 feet, thence (4) North 56 degrees 29 minutes 25 seconds East 132.26 feet, thence (5) North 82 degrees 16 minutes 39 seconds East 179.21 feet, thence (6) North 27 degrees 41 minutes 57 seconds West 122.06 feet, thence (7) North 82 degrees 24 minutes 33 seconds East 142.49 feet, thence (8) South 10 degrees 48 minutes 23 seconds East 146.91 feet, thence (9) South 36 degrees 36 minutes 12 seconds West 274.49 feet, thence (10) South 33 degrees 30 minutes 36 seconds West 124.52 feet to the **Place of Beginning**, containing 2.690 Acres of Land, more or less, and

AREA "B"

Beginning for the same at a point, said point being the westerlymost corner of the herein described area; and from said **Place of Beginning** running (1) North 39 degrees 42 minutes 48 seconds East 34.31 feet, thence (2) North 52 degrees 56 minutes 43 seconds East 391.99 feet, thence (3) North 84 degrees 38 minutes 50 seconds East 8.23 feet, thence (4) South 84 degrees 51 minutes 03 seconds East 149.73 feet, thence (5) South 84 degrees 51 minutes 03 seconds East 149.73 feet, thence (6) North 62 degrees 26 minutes 27 seconds East 127.10 feet, thence (8) South 02 degrees 51 minutes 37 seconds East 177.55 feet, thence (9) South 30 degrees 36 minutes 25 seconds East, thence (10) South 82 degrees 24 minutes 33 seconds West 138.79 feet, thence (11) North 14 degrees 41 minutes 26 seconds West 152.38 feet, thence (12) South 73 degrees 08 minutes 42 seconds West 139.33 feet, thence (13) South 07 degrees 35 minutes 27 seconds East 85.76 feet, thence (14) South 63 degrees 46 minutes 58 seconds West 116.07 feet, thence (15) North 67 degrees 08 minutes 16 seconds West 162.95 feet, thence (16) North 28 degrees 21 minutes 52 seconds West 107.88



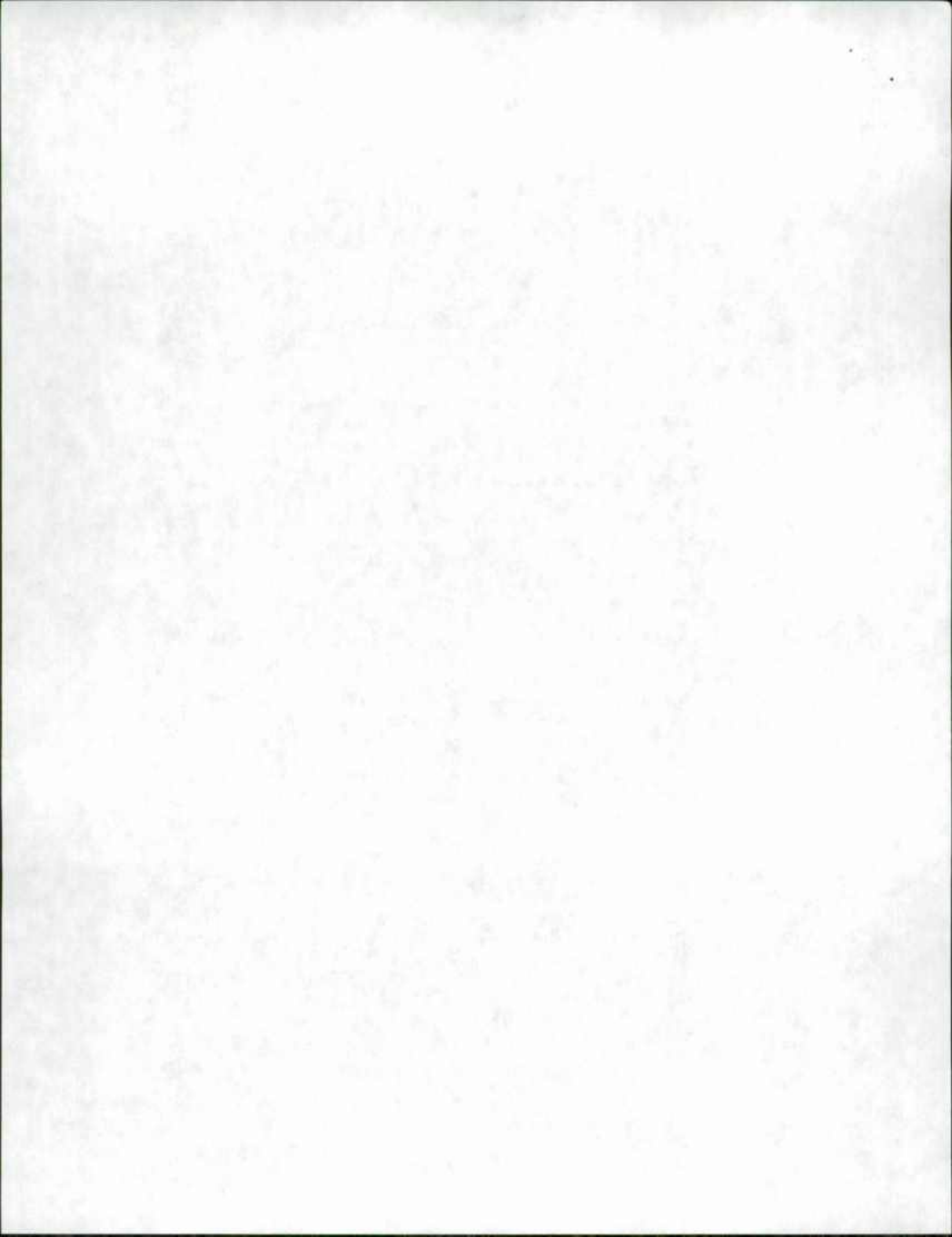
www.leinc.com
general@leinc.com



feet, thence (17) South 85 degrees 07 minutes 25 seconds West 111.39 feet to the **Place of Beginning**, containing 3.210 Acres of Land, more or less, and

AREA "C"

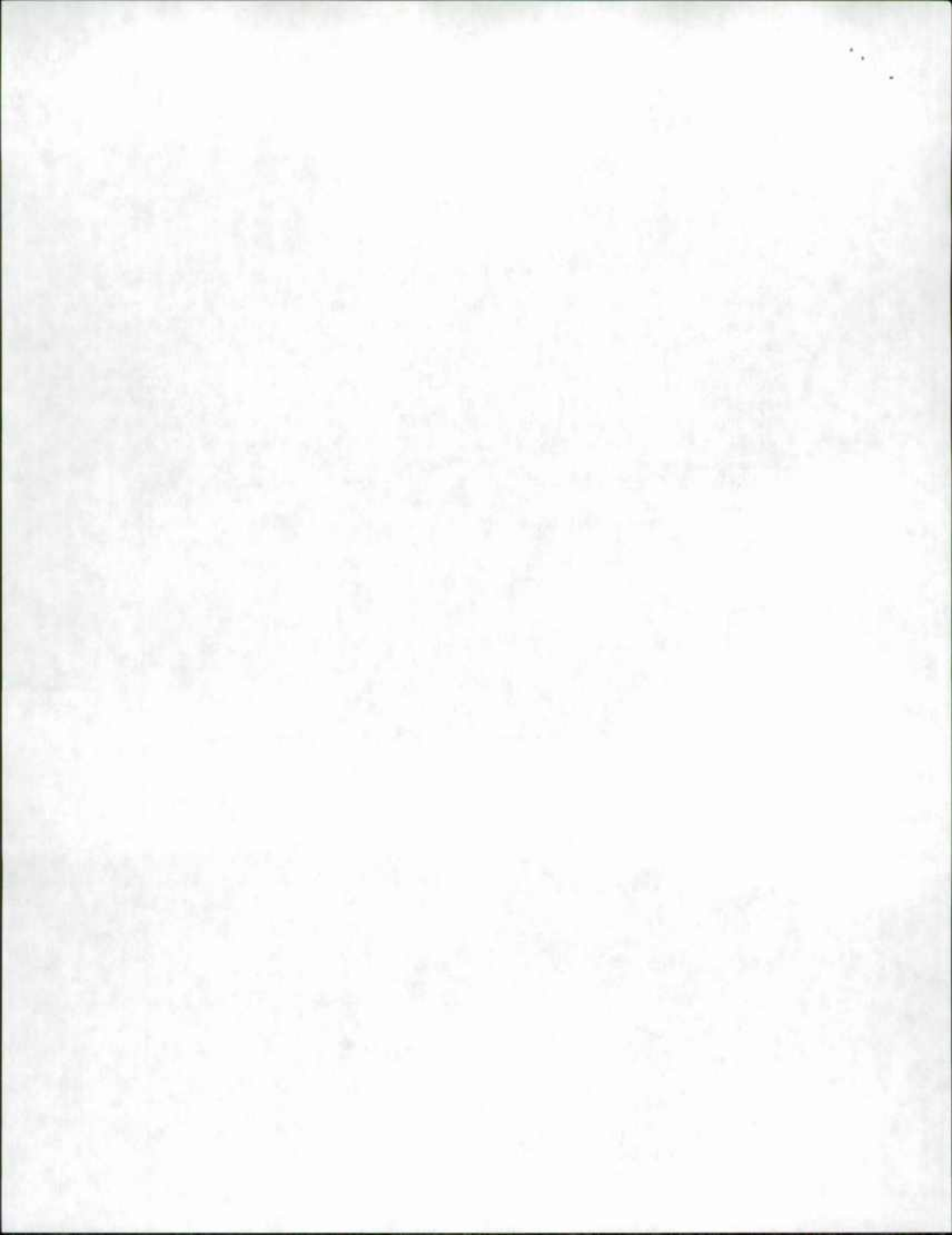
Beginning for the same at a point, said point being the westerlymost corner of the herein described land; and from said **Place of Beginning** running (1) North 58 degrees 29 minutes 58 seconds East 124.36 feet, thence (2) North 43 degrees 14 minutes 33 seconds East 292.66 feet, thence (3) North 40 degrees 57 minutes 43 seconds East 74.33 feet, thence (4) thence North 30 degrees 35 minutes 33 seconds East 90.50 feet, thence (5) North 09 degrees 17 minutes 45 seconds West 139.94 feet, thence (6) North 47 degrees 00 minutes 23 seconds East 210.14 feet, thence (7) North 77 degrees 36 minutes 10 seconds East 125.65 feet, thence (8) North 42 degrees 14 minutes 04 seconds West 237.60 feet, thence (9) North 45 degrees 24 minutes 35 seconds West 152.74 feet, thence (10) North 34 degrees 28 minutes 50 seconds West 306.80 feet, thence (11) North 52 degrees 54 minutes 02 seconds East 219.71 feet, thence (12) South 34 degrees 48 minutes 20 seconds East 283.68 feet, thence (13) South 70 degrees 04 minutes 01 seconds East 186.20 feet, thence (14) thence North 07 degrees 29 minutes 58 seconds East 157.98 feet, thence (15) South 53 degrees 21 minutes 44 seconds East 190.15 feet, thence (16) South 38 degrees 21 minutes 38 seconds East 183.14 feet, thence (17) South 07 degrees 50 minutes 24 seconds West 163.76 feet, thence (18) South 38 degrees 53 minutes 03 seconds East 209.06 feet, thence (19) South 89 degrees 01 minutes 16 seconds East 126.39 feet, thence (20) South 07 degrees 39 minutes 52 seconds East 68.95 feet, thence (21) South 57 degrees 28 minutes 58 seconds East 229.62 feet, thence (22) South 84 degrees 01 minutes 23 seconds East 70.86 feet, thence (23) North 42 degrees 08 minutes 40 seconds East 85.31 feet, thence (24) North 82 degrees 57 minutes 28 seconds East 97.79 feet, thence (25) South 18 degrees 40 minutes 53 seconds East 282.22 feet, thence (26) South 70 degrees 44 minutes 38 seconds West 74.73 feet, thence (27) South 61 degrees 07 minutes 31 seconds West 163.85 feet, thence (28) North 59 degrees 57 minutes 10 seconds West 416.35 feet, thence (29) South 55 degrees 53 minutes 17 seconds East 421.58 feet, thence (30) North 67 degrees 13 minutes 20 seconds East 314.49 feet, thence (31) North 45 degrees 06 minutes 27 seconds East 138.16 feet, thence (32) North 87 degrees 28 minutes 37 seconds East 48.57 feet, thence (33) North 89 degrees 31 minutes 59 seconds East 70.19 feet, thence (34) South 25 degrees 33 minutes 15 seconds East 48.09 feet, thence (35) South 70 degrees 24 minutes 30 seconds East 45.44 feet, thence (36) South 02 degrees 08 minutes 27 seconds East 25.06 feet, thence (37) South 52 degrees 56 minutes 43 seconds West 206.91 feet, thence (38) South 39 degrees 42 minutes 48 seconds West 142.87 feet, thence (39) South 50 degrees 17 minutes 12 seconds East 205.91 feet, thence



(40) South 31 degrees 26 minutes 57 seconds West 121.87 feet, thence (41) North 76 degrees 54 minutes 24 seconds West 134.15 feet, thence (42) South 77 degrees 35 minutes 29 seconds West 164.86 feet, thence (43) North 08 degrees 08 minutes 02 seconds West 72.09 feet, thence (44) North 68 degrees 13 minutes 43 seconds West 341.38 feet, thence (45) North 57 degrees 45 minutes 43 seconds West 144.55 feet, thence (46) North 48 degrees 07 minutes 28 seconds West 76.95 feet, thence (47) North 58 degrees 39 minutes 36 seconds West 126.48 feet, thence (48) North 13 degrees 03 minutes 25 seconds West 72.43 feet, thence (49) North 62 degrees 40 minutes 55 seconds West 219.50 feet, thence (50) South 59 degrees 33 minutes 26 seconds West 107.67 feet, thence (51) South 32 degrees 56 minutes 01 seconds West 69.69 feet, thence (52) South 55 degrees 45 minutes 25 seconds West 102.82 feet, thence (53) South 84 degrees 57 minutes 41 seconds West 82.56 feet, thence (54) South 47 degrees 41 minutes 08 seconds West 58.48 feet, thence (55) South 43 degrees 28 minutes 49 seconds West 357.33 feet, thence (56) South 57 degrees 43 minutes 12 seconds West 145.66 feet, thence (57) North 33 degrees 09 minutes 50 seconds West 221.79 feet to the **Place of Beginning**, containing 26.870 Acres of Land, more or less.

Lane Engineering, LLC
Thomas D. Lane
Property Line Surveyor #340

This legal description has been prepared by the licensee either personally or under their direction and supervision and complies with the requirements as set forth in Regulation 09.13.06.12 of The Maryland Minimum Standards for Surveyors



RECEIVED
JUN 11 2010
CRM 6/16/10

**CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN
PLANTING AND MAINTENANCE AGREEMENT
AND SURETY DECLARATION
TALBOT COUNTY, MARYLAND**

THIS CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION ("Agreement"), dated this ____ day of _____, 2010, by and between **DONALD D. FOSTER and ELLEN MARIE FOSTER, his wife** ("Developer") and **TALBOT COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland acting by and through its duly authorized Planning Officer ("County").

RECITALS:

A. County has adopted Chapter 190, Zoning, Subdivision and Land Development, of the Talbot County Code ("Ordinance");

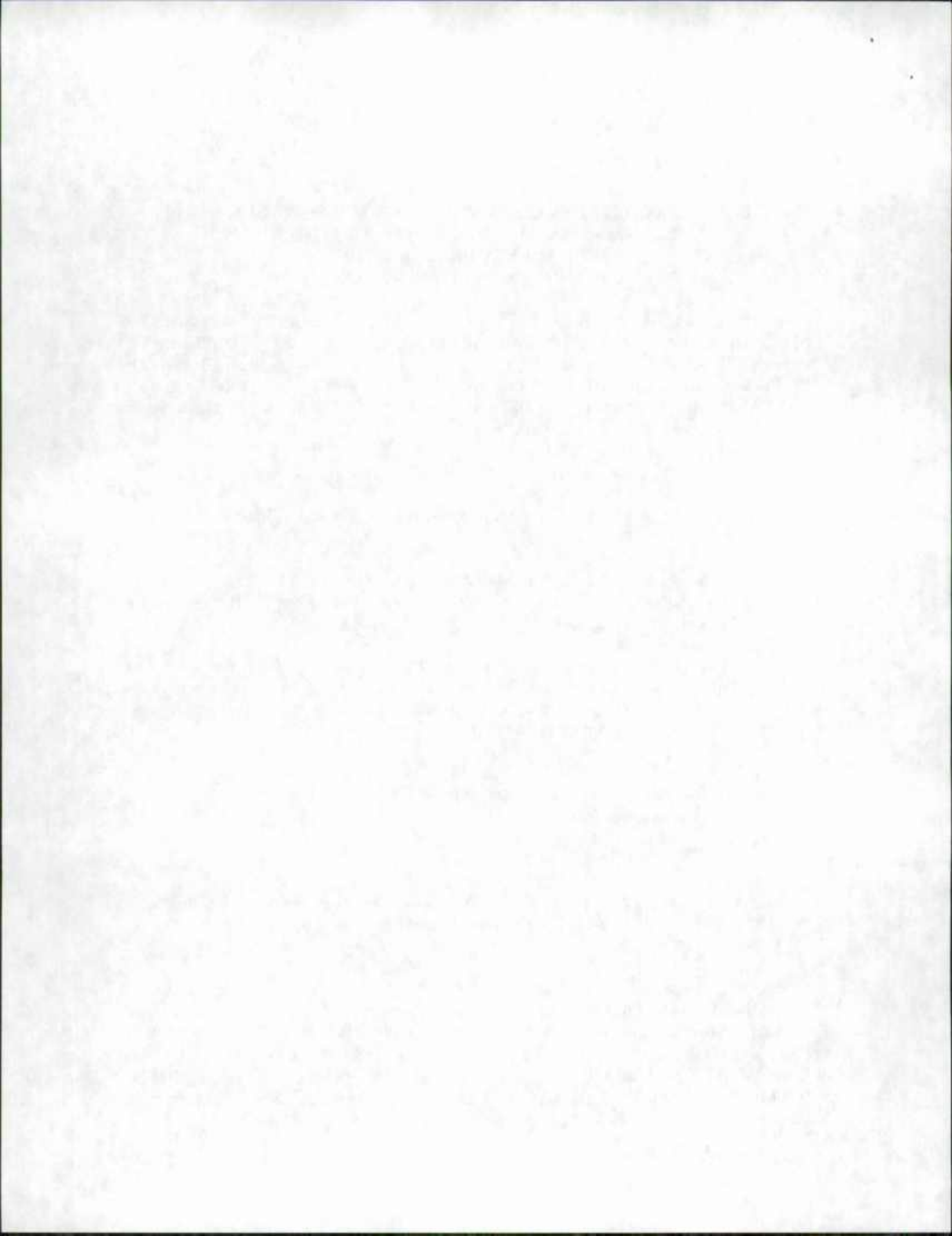
B. The State of Maryland, as authorized under Maryland Code, Natural Resources Article, § 8-1806, has adopted COMAR Title 27, Subtitle 01, Chapter 09, Habitat Protection Areas in the Critical Area ("Regulations");

C. Developer has elected to engage in a regulated activity as defined by § 190-134 B. (2) Table VI-1, item #6 of the Ordinance, and COMAR 27.01.09.01-1 on certain property located in the First Election District of Talbot County, Maryland (hereinafter referred to as "Subdivision" or "Site", as appropriate), more particularly described as follows:

Property Owners: Donald D. Foster and Ellen Marie Foster
Property Address: Unionville-Todds Corner Road, Easton, Maryland
Deed Reference: Liber 1005, folio 027
Acreage: 143.647 Acres
Tax Map: 16 *Grid:* 16 *Parcel:* 45

This Agreement is applicable to portions of the above-described property, which areas are depicted and described by the Plat (hereinafter defined) as Lots 1 through 3 (collectively, the "Lots").

D. Pursuant to the provisions of § 190-134C. (2) (d) of the Ordinance and COMAR 27.01.09.01-1, Developer has submitted and County has approved a Forest Preservation-Buffer Management Plan and a final subdivision plat titled "SUBDIVISION PLAT, FCP #2010-04 AND BMP #M1104 ON THE LANDS OF 'SHORTALL FARM' DONALD D. FOSTER & ELLEN MARIE FOSTER IN THE FIRST ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 16 GRID 16 PARCEL 45," prepared by Lane Engineering, LLC,



consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 4, 2010) (hereafter referred to as the "Plan"), which depicts several afforestation areas designed to establish the 100' Shoreline Development Buffer and Expanded Buffer, if any (collectively, the "Buffer") depicted thereon in natural vegetation. The Plan is intended to be recorded among the Plat Records of Talbot County, Maryland concurrent with recordation of this Agreement and is incorporated herein by reference. The afforestation areas depicted by the Plan total 21.653 acres and consist of the following areas: "A-1" (1.755 Ac.±) on Lot 2, "B-1" (2.363 Ac.±) on Lot 3, "C-1" (6.094 Ac.±) on Lot 1, "C-2" (1.050 Ac.±) on Lot 1, "C-3" (0.949 Ac.±) on Lot 1, "C-4" (3.786 Ac.±) on Lot 1 and "C-5" (5.656 Ac.±) on Lot 1, and are collectively referred to as the "Buffer Establishment Afforestation Areas";

E. When a triggering event specified herein occurs on a particular Lot, Developer or its successor-in-interest, as the owner of such Lot, is required to plant and thereafter maintain, manage and monitor for a period of not less than two (2) years after the completion of the plantings (or five [5] years depending upon the required plant stock size as may be more particularly specified below and in the Plan), the plantings required within the Buffer of such Lot in accordance with the Ordinance, Regulations, Plan, and the terms of this Agreement;

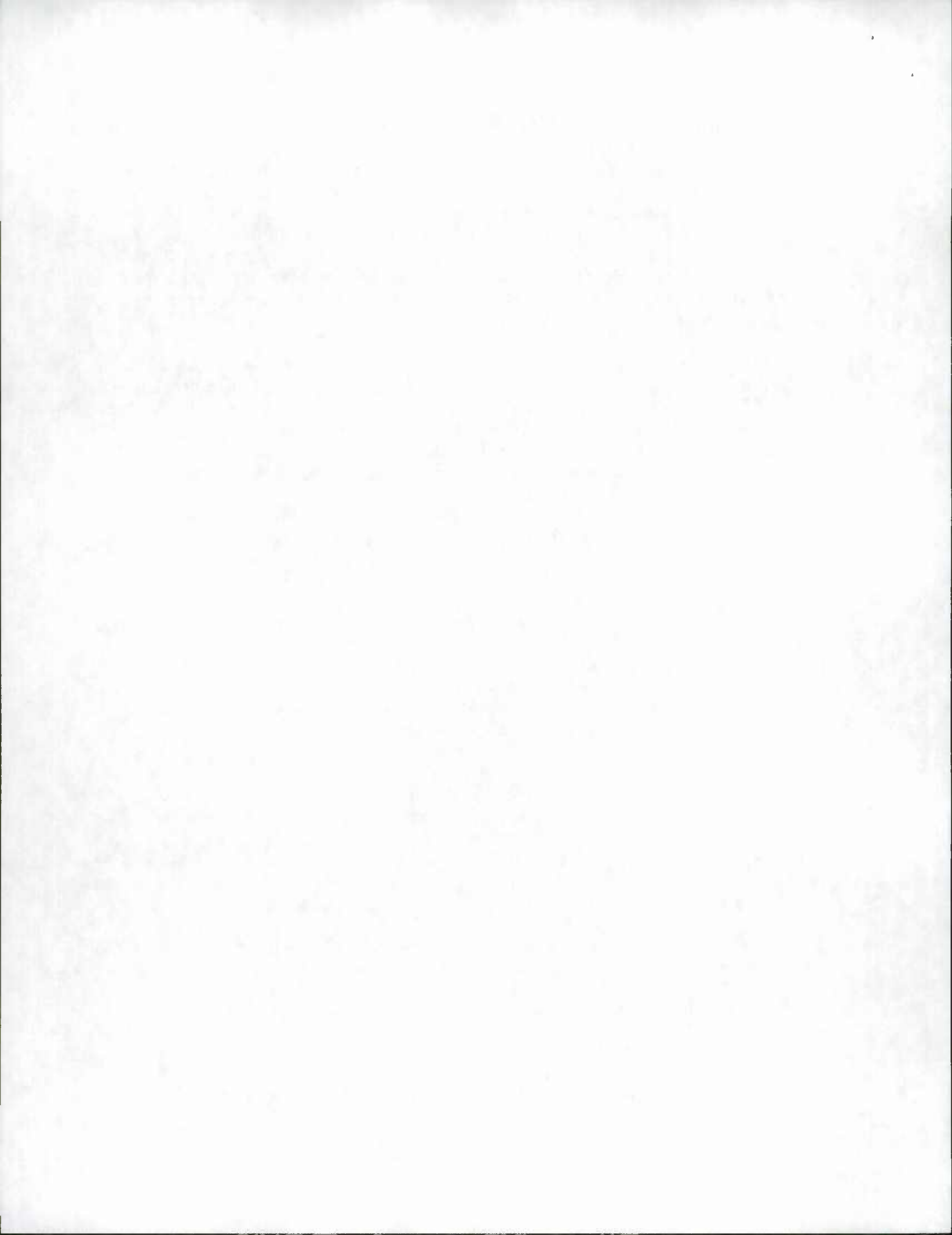
F. Pursuant to the provisions of § 190-134 C. (2) (b) (vi) and § 190-185 of the Ordinance, COMAR 27.01.09.01-3(J)(2)(d), and the terms of this Agreement, Developer is hereby providing and County is accepting security which guarantees the timely and satisfactory performance of Developer's requirements under the Plan and the terms of this Agreement;

G. Developer desires to establish certain contingent charges upon the Lots in accordance with this Agreement, whereby County will recover the costs of performing Developer's obligations hereunder in the event of a default by Developer, which costs are to be paid by the owner of the defaulting Lot to County. Such costs are referred to herein as the "Remedial Costs" (hereinafter defined) and such term shall be deemed to refer to all applicable interest, costs, late fees and attorney's fees as defined herein;

H. In order to make the covenant and agreement to pay the Remedial Costs a covenant and agreement running with the land and binding upon the parties hereto, their respective heirs, personal representatives and, successors and assigns, all future owners of the Lots, and each of their heirs, personal representatives, successors and assigns, Developer and County execute this Agreement whereby Developer declares that the Lots are subject to the covenants and agreements hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Lots; and

I. The provisions of this Agreement are intended to run with and bind each Lot and the owners thereof. This Agreement shall apply and the performance hereof and compliance herewith shall be evaluated on a lot-by-lot basis. The terms "Developer" or "Owner" as used herein shall include all owner(s) of a fee simple interest in a particular Lot as of the time relevant to each provision hereof applicable to such Lot.

NOW, THEREFORE, in consideration of the foregoing recitals which are made a material part of this Agreement, the County's approval of the subdivision plat to create the Lots,



the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer and the County hereby agree as follows and Developer hereby declares that the Lots are and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Agreement, which shall run with and bind the Lots and shall be binding on all parties having any right, title or interest in all or any portion of the Lots, their respective heirs, personal representatives, successors, transferees and assigns, and shall insure to the benefit of and be enforceable by Developer and County, their successors and assigns:

1. Planting and Maintenance. Developer hereby covenants and agrees, on behalf of itself and its successors and assigns as fee simple owner(s) of the Lots, to provide, install, protect, maintain, manage, and monitor the protective devices and plantings within the Buffer Establishment Afforestation Areas (as defined above) as required by the Ordinance, Regulations and Plan, as amended from time to time, and this Agreement on a lot-by-lot basis and in a manner which ensures the required establishment of the plant material and at such Developer's sole cost and expense. Developer's maintenance and monitoring of the Buffer Establishment Afforestation Area shall continue for a period of two (2) years or five (5) years after the completion of the plantings as more particularly specified below and in the Plan (which period is specified in Paragraph 2 as the "Maintenance Period"). Developer or its representative shall perform and prepare inspection report(s) and certificate(s) of completion, and notify the County as directed in the Plan and this Agreement. These foregoing obligations of the Developer are collectively referred to herein as the "Work."

2. Buffer Establishment Areas and Planting and Survival Requirements. The Buffer Establishment Afforestation Areas shall be as designated on the Plan. The specific plant species, sizes, and quantities for the Buffer Establishment Afforestation Area of each Lot are described by the Plan. The planting density (stems per acre), survivability percentage and minimum survival assurance period or "Maintenance Period" vary based upon the size of the planting stock as follows:

Stock Size of Trees Only (caliper = diameter measured at 2 inches above the root collar)	Required Number of Stems Per Acre	Survivability Requirement	Minimum Assurance Period After Planting
Bare-root seedling or whip	700	50 percent	5 years
½-inch to 1-inch container grown trees	450	75 percent	2 years
Greater than 1-inch container grown trees	350	90 percent	2 years
Landscape Stock		100 percent	2 years

3. Timing, Commencement and Completion of the Work. Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, as amended from time to time, including the Plan and this Agreement. Developer shall notify the Talbot County Department of Planning & Zoning at 410-770-8030 at least five (5) working days prior to commencement of installation of protective devices and/or plant

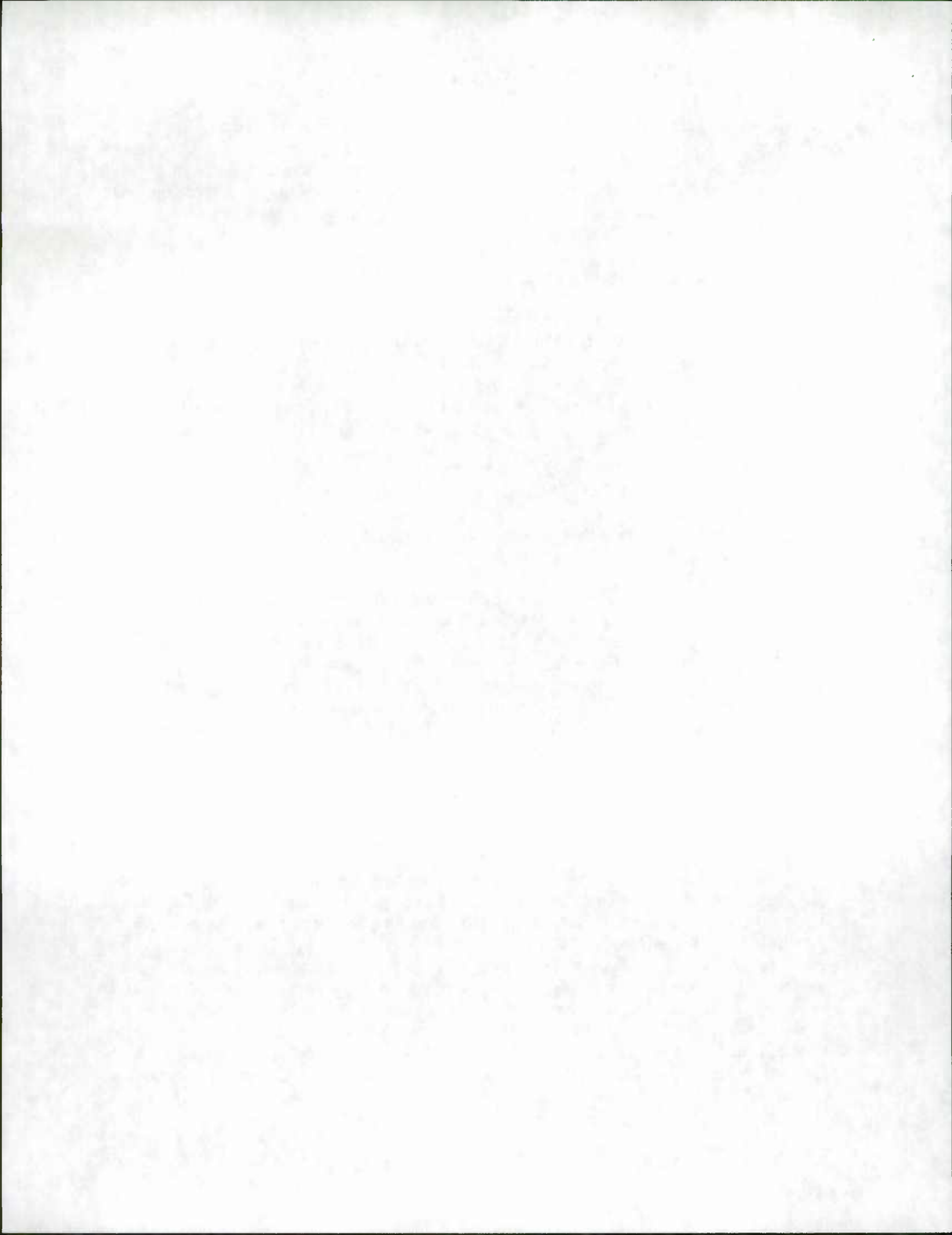


material on each Lot. Within thirty (30) days of completion of installation of all plantings and protective devices required by the Plan on a particular Lot, Developer shall provide County with a written certification specifying the title and number of the Plan ("Shortall Farm, Critical Area Forest Preservation-Buffer Management Plan, BMP #M1104), the Lot(s) planted, the plant material installed (species, sizes, and quantities), and the date of completion of the planting ("Initial Certificate of Completion").

The Work on each Lot shall satisfy the following timing requirements:

- A. Planting of 15% of the Buffer Establishment Afforestation Area of Lots 1, 2 and 3 shall be completed within the first available and appropriate planting season following a change of land use on any Lot.
- B. Planting of the remainder of the Buffer Establishment Afforestation Area on Lots 1, 2 and 3 shall occur on a lot-by-lot basis prior to the earlier of the following triggering events:
 - i. the end of the growing season immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of all or portion(s) of the Buffer Establishment Afforestation Area located on such Lot more than twenty-five (25) feet landward of tidal waters and tidal wetlands; or
 - ii. the end of the growing season immediately following issuance of a building permit for a principal residence constructed on such Lot. Developer shall exercise reasonable and good faith efforts to commence planting during the appropriate planting period immediately following issuance of a building permit and to complete such planting prior to issuance of the occupancy permit. Developer and County agree that the objective of this Agreement is to ensure timely planting activity in a manner that maximizes the likelihood of plant survival and establishment of the Buffer. In the event that the timing of permit issuance and/or duration of construction render strict compliance with the foregoing deadline inconsistent with this objective, planting of the Buffer Establishment Afforestation Area on such Lot shall be completed not later than prior to the growing season immediately following issuance of the occupancy permit.

4. Maintenance Period; Inspection; Replacement. In accordance with Paragraph 2, the Maintenance Period(s) applicable to the planting material installed on each Lot shall be determined by the size of trees installed. The Maintenance Period(s) shall commence upon the date of the Initial Certificate of Completion. The Maintenance Period may be extended at County's reasonable discretion in the event replacement plantings are to satisfy the survivability requirements of the Plan and this Agreement, but not, in any event, for a total period longer than twice the initial Maintenance Period duration. Inspections of the Buffer Establishment Afforestation Area on each Lot shall be conducted in accordance with the "Inspection Requirements" Notes on Sheet 4 of the Plan. Inspection reports required by the Plan shall be prepared by Developer and delivered to County within thirty (30) days of performance of each inspection.

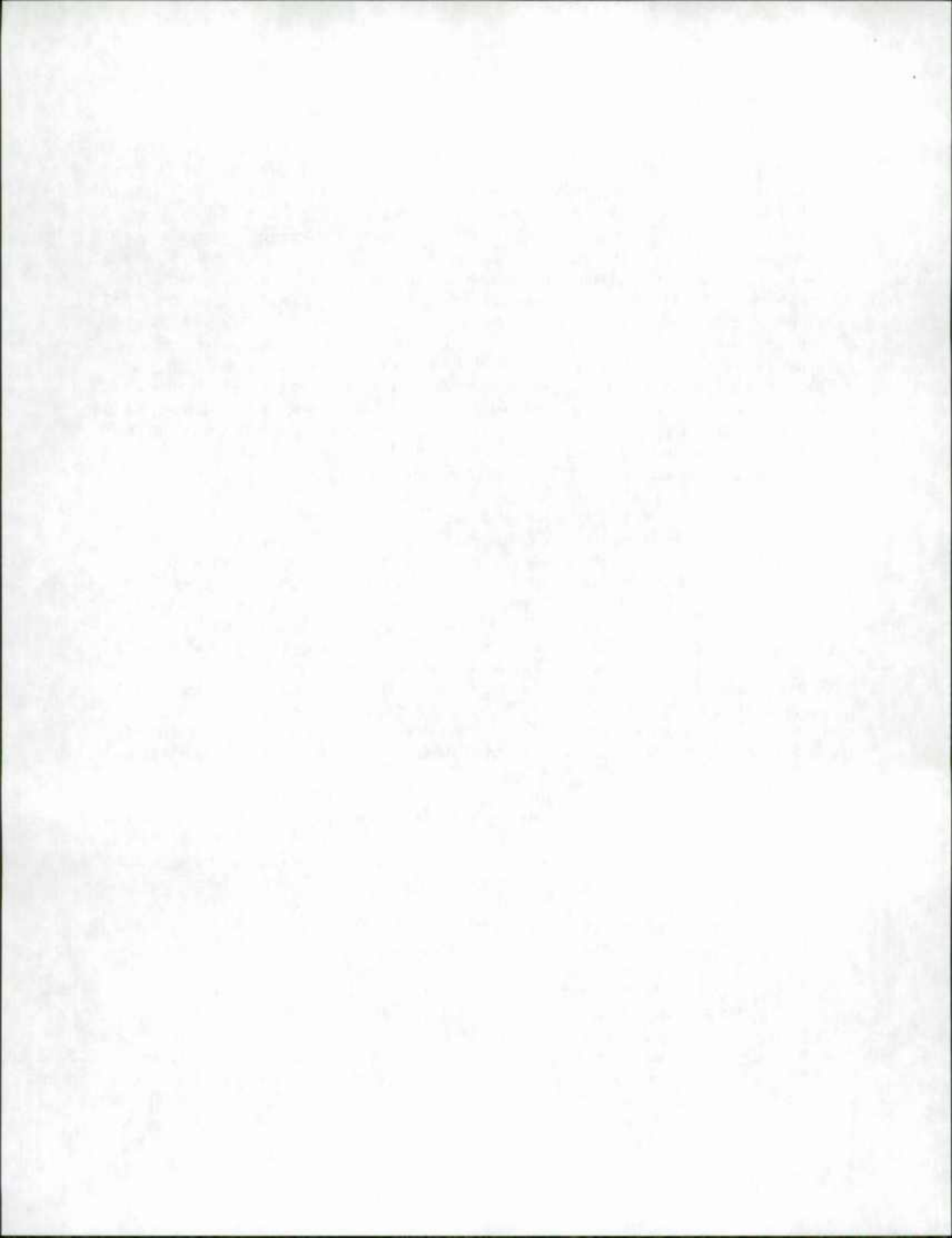


5. Expiration of Maintenance Period; Final Approval; Release of Lot. At the end of the applicable Maintenance Period and any extension thereof, Developer shall perform the inspection required by the Inspection Requirements Notes on Sheet 4 of the Plan. Developer shall issue a final inspection report and certificate of completion ("Final Certificate of Completion") certifying compliance with the Plan, this Agreement and other applicable laws. Following the County's receipt of the Certificate of Completion, the County shall inspect the Buffer Establishment Afforestation Area on such Lot. If Developer has satisfied the terms of this Agreement and the Plan, County shall issue a written notice of final acceptance ("Release and Written Notice of Final Acceptance") and send the same to Developer. County shall not unreasonably withhold issuance of the Release and Written Notice of Final Acceptance, which shall be prepared by the County in substantially the form attached hereto as Exhibit A for recordation by Developer among the Land Records of Talbot County. Such notice shall terminate any ongoing, additional, or future liability for performance of the Plan with respect to the Lot and shall completely release such Lot from this Agreement, but shall not terminate or modify the provisions of the Critical Area Forest and Buffer Protection Agreement recorded among the Land Records of Talbot County and applicable to such Lot.

So long as the Developer is not in default of the terms of this Agreement, Developer may, at any time, obtain a release of one or more Lot(s) from the provisions of Paragraph 10 and the lien established thereby by delivering to County alternative surety that provides at least equal security for performance of Developer's obligations in a form and amount acceptable to County. County shall not unreasonably withhold its approval of the alternate surety. County shall promptly execute and deliver to Developer a "Partial Release of Lien" for such Lot(s), which shall be prepared by County in substantially the form attached hereto as Exhibit B, for recordation by Developer among the Land Records of Talbot County. Such release shall terminate and release the specified Lot(s) from the lien established by this Agreement, but shall not release the Lot from performance of the Plan or the other provisions of this Agreement. Such release also shall not terminate or modify the provisions of the Critical Area Forest and Buffer Protection Agreement recorded among the Land Records of Talbot County and applicable to such Lot.

6. Damage to County Property. Developer shall, at its own expense, repair any County land, improvements and facilities damaged as a result of the performance of the Work by Developer, its agents, consultants, contractors, servants, or employees. If, in the judgment of County, the damage presents an imminent threat to the public health, safety or welfare, Developer shall repair the damage immediately upon the request of County. If Developer fails to make such repair, County shall have the right to enter the Subdivision or Site, repair the damage, and recover the cost of the repair from Developer, including, but not limited to, court costs, attorneys' fees, and direct administrative and overhead costs.

7. County Inspections. County may from time to time inspect the Work performed under the Plan and this Agreement at such intervals as it determines appropriate, and following each inspection shall prepare and provide Developer a written report of its findings if there are unfulfilled maintenance requirements. County, its agents, officials, employees, and contractors shall have the right of entry onto any Lot, upon not less than twenty four (24) hours advance notice to Developer, to inspect implementation of the Plan, progress of the Work, survival of the



plants, and compliance with all other terms of this Agreement. During the applicable Maintenance Period, County, at any time, may require Developer to replant all or any portion of the nursery stock or other plantings that fail to survive as required by the Plan. Developer or its authorized representative shall be entitled to be present during the period of any County inspection.

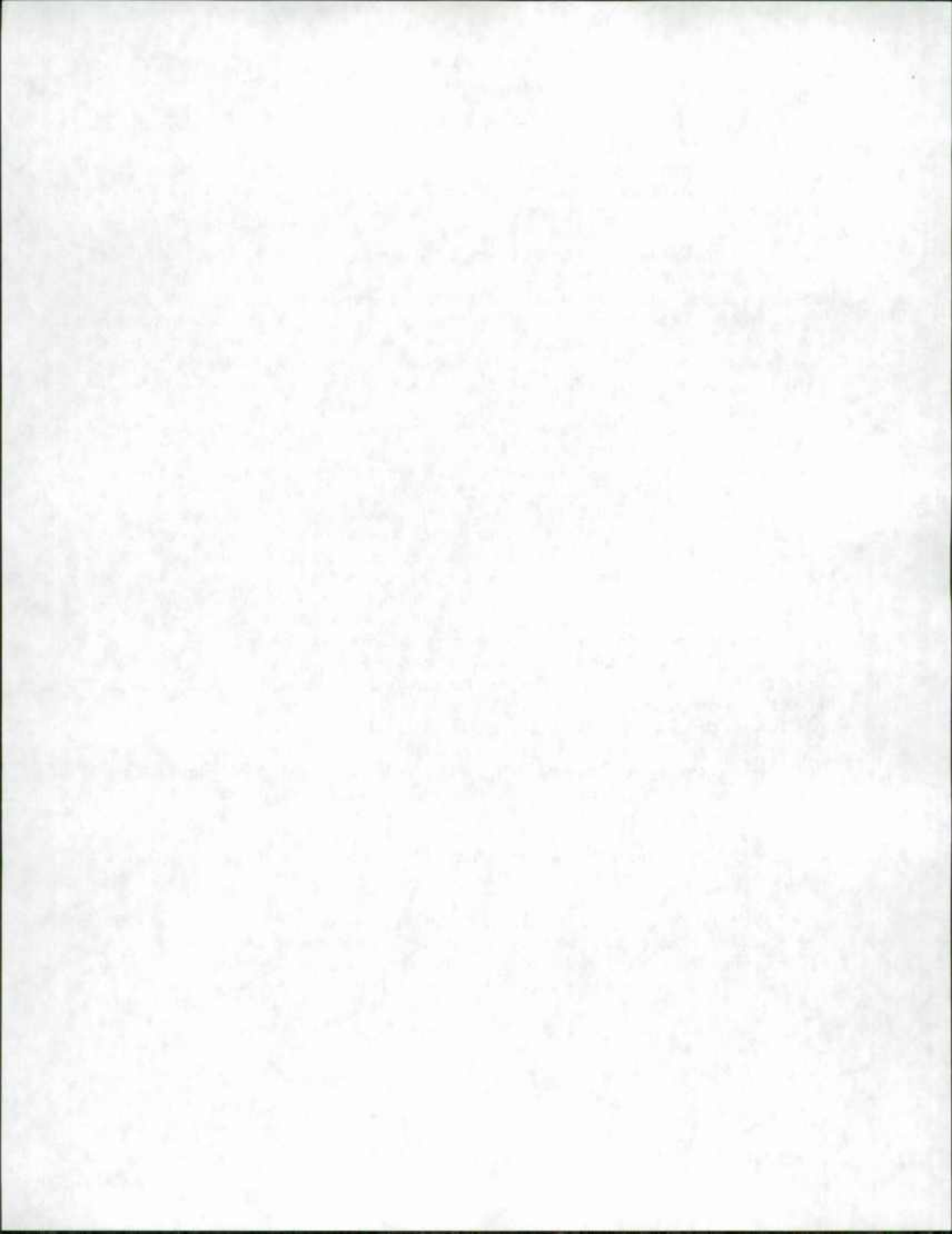
8. Indemnification. Developer covenants to indemnify and save County harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorneys' fees and County's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the Work or other activity of Developer, its agents, consultants, contractors, servants, or employees in, on or about, or impacting on, the Buffer Establishment Afforestation Areas or any easements, open space, or other property dedicated, leased or licensed to or owned or occupied by County.

9. Default; Implementation by County. Failure by Developer to comply with the terms of the Plan or this Agreement shall be deemed an event of default ("Default"). In the event of a Default by Developer, County shall provide Developer with written notice specifying the Default, the Lot(s) in default, and the action required to cure such Default. County shall also provide written notice of the default to any party with a recorded lien or security interest in the Lot(s) in default ("Secured Party"). Developer shall have thirty (30) days or such longer time as agreed to with the County should the default be discovered outside the planting season within which to cure, unless the Default cannot reasonably be cured within the applicable time period, in which case County may extend the period to provide a reasonable time within which Developer may cure. In the event any Default is not cured within the applicable time period, unless extended (and in that event within the time as extended), County shall immediately proceed to cure the Default and to perform or cause to be performed all or any part of the Work on such Lot(s) and provide all or any part of the nursery stock, seedlings, and other materials necessary to perform the Plan in accordance with its terms. In the event of a Default hereunder by Developer that remains uncured, County, its agents, officials, employees, and contractors shall be entitled at reasonable times with not less than twenty four (24) hours advance notice to Developer to enter upon, over, and through such defaulting Lot(s), bring equipment and materials onto such Lot(s), plant all or any portion of the nursery stock or other plantings, and perform all other acts necessary or proper for all purposes connected with the Work required by the Plan and this Agreement ("Remedial Measures"). County shall use reasonable care to not damage such Lot(s) and shall use its best efforts to leave the Lot(s) in the same condition as before the institution of the Remedial Measures.

10. County's Recovery of Costs for Remedial Measures. In the event that County shall be required to institute Remedial Measures, Developer shall be responsible for payment of all costs incurred by or on behalf of County in connection with the completion of the Remedial Measures plus County's costs of collection as more particularly described below.

A. Amount and Payment of Remedial Costs; Collection Costs.

(i) The Remedial Costs (exclusive of Default Interest, Late Fees and Attorneys' Fees) shall be comprised of the following:



(a) County's actual costs to accomplish the planting, maintenance, monitoring, reporting and, if necessary, plant replacement, obligations of Developer with respect to the Lot in Default; and

(b) All County staff time associated with supervision and implementation of the Remedial Measures at a rate of \$70 per hour, which time shall be reasonably documented in fifteen (15) minute increments with a description of the task(s) performed. Such time shall not, however, include time associated with inspections of the plantings that County would otherwise perform pursuant to the Plan and in the absence of a Default.

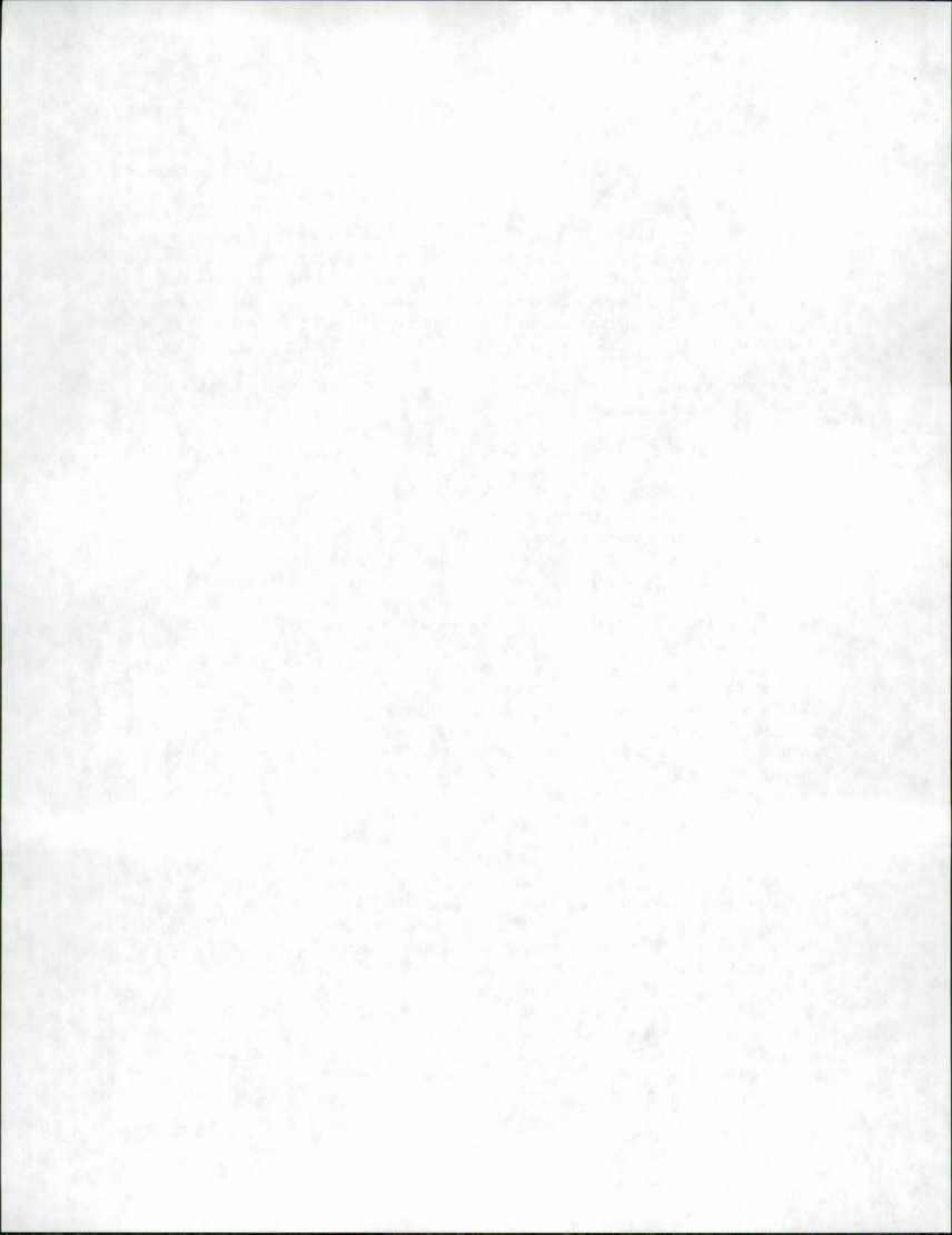
No Owner may waive or otherwise escape liability for the Remedial Costs provided for in this Agreement by abandonment of a Lot.

(ii) The County shall send Developer invoice(s) for the Remedial Costs at such time and on such frequency as determined by the County with a copy to any Secured Party. Each notice must be delivered to Developer and Secured Party via first class mail, postage prepaid and via certified mail, return receipt requested, to Developer at its address appearing in the real estate tax assessment records of the County with respect to the Lot owned by such addressee or such other address Developer may designate in writing to County, from time to time, and to Secured Party at such address as designated in the recorded document securing its interest in the Lot(s). Developer shall pay such invoice(s) in full on or before thirty (30) days after the date of mailing, which is the date the invoice becomes due.

(iii) Any Remedial Costs not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at the rate of 15% per annum ("Default Interest"). In addition to Default Interest, if any installment of Remedial Costs is not paid within fifteen (15) days after its due date, County may collect a late fee, as consideration for additional administrative costs incurred by County in dealing with the delinquent payment, in an amount equal ten percent (10%) of the amount due for each month the payment remains outstanding (up to a maximum of three (3) such late fees during any calendar year) ("Late Fee"). The Default Interest and Late Fee(s) shall constitute additional Remedial Costs.

(iv) If any Owner shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that Owner's Lot in accordance with this Agreement, and County shall institute any legal and/or equitable proceedings to collect such delinquent debt, collection costs and reasonable attorneys' fees up to but not exceeding thirty-five percent (35%) of the sum claimed (inclusive of Default Interest and Late Fee(s)) ("Attorneys' Fees") shall be added to the amount of the Remedial Costs due and payable and shall constitute additional Remedial Costs.

B. Establishment of Lien and Personal Obligation. Developer hereby establishes against each of the Lots, and each Owner of a Lot in the future, by acceptance of a deed therefore, whether it is expressly set forth in such deed or not: (1) covenants and agrees to perform all promises, undertakings, and obligations set forth in this Agreement and/or Plan, including payment to the County of all Remedial Costs (inclusive of applicable Default Interest,



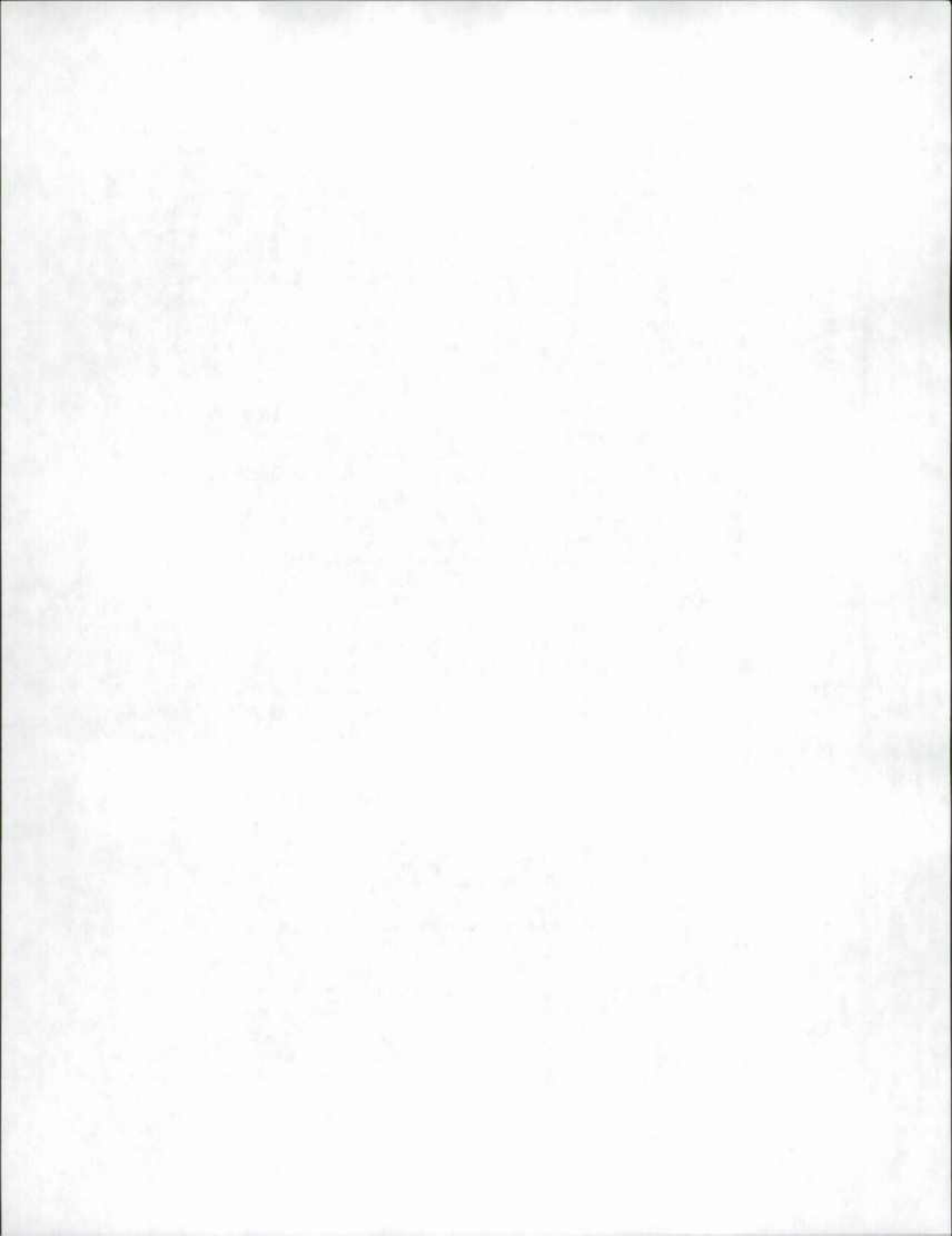
Late Fee(s) and Attorneys' Fees) assessed against that Owner's Lot pursuant to this Agreement, (2) grants to County, to secure payment of the Remedial Costs assessed against that Owner's Lot, a lien upon the Lot against which the Remedial Costs are assessed, and (3) grants to County a power of sale and assents to the entry of a decree and order for sale with respect to that Owner's Lot upon a default by the Owner under this Agreement by pay County the Remedial Costs.

The payment of Remedial Costs assessed against each Lot shall also be the personal obligation of the Owner of the Lot as of the time that the Remedial Costs are assessed by invoice and such personal obligation shall be joint and several between or among any multiple persons and/or entities that comprise the Owner of the Lot. Further, under no circumstances shall any Secured Party have any personal liability hereunder.

In the event that any Owner shall fail to pay the Remedial Costs applicable to that Owner's Lot in accordance with this Agreement, County shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right: (i) to bring an action at law against any Owner personally obligated to pay the Remedial Costs, (ii) to foreclose on the lien against the Lot in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale or assent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, (iii) to foreclose on the lien against the Lot in the manner now or hereafter provided for pursuant to the Maryland Contract Lien Act, and/or (iv) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law. In the event that County exercises its right to foreclose, County must provide the Secured Party notice of its intent to foreclose at least thirty (30) days prior to instituting foreclosure proceedings. In the event of a foreclosure by the County under this Agreement, proceeds of the sale shall be distributed to the County, then to the holders of deeds of trust, mortgage instruments or other encumbrances duly recorded on any Lot following recordation of this Agreement, if any, and then to Owner, as their interests may appear in the Land Records for Talbot County.

C. Right of Redemption. In the event County initiates a foreclosure or a suit for collection of the Remedial Costs, the Owner of the affected Lot, or the mortgagee thereof, shall have the right to have enforcement of this Agreement against said Lot discontinued at any time prior to the earlier of: (i) five (5) days before sale of the Lot pursuant to the power of sale contained herein, or (ii) entry of a judgment enforcing the provisions hereof, provided that the Owner or mortgagee shall have paid the County: (a) the entire Remedial Costs, and (b) all expenses, including interest, late charges and Attorneys' Fees, which the County has incurred in enforcing the provisions hereof.

D. Priority of Lien. The lien for delinquent Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) provided for in this Agreement shall have priority from and after the date upon which this Agreement is recorded among the Land Records of Talbot County, Maryland over the lien of any subsequently recorded deed of trust, mortgage instruments or other encumbrances duly recorded on any Lot following the recordation of this Agreement. The sale or transfer of any Lot shall not affect any lien

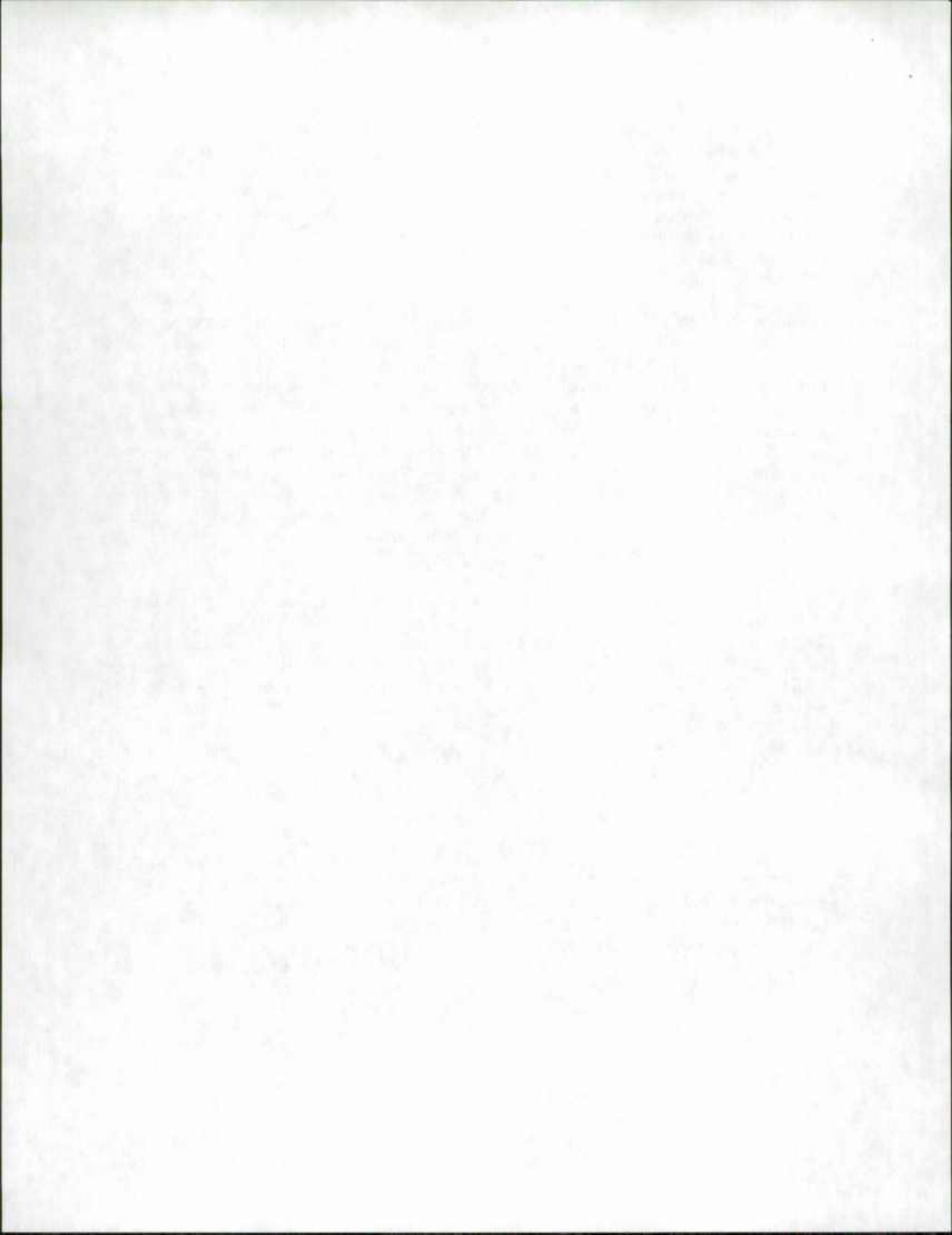


imposed against such Lot pursuant to this Agreement. No sale or transfer of a Lot shall relieve the Owner of the Lot from liability for any Remedial Costs assessed by invoice prior to such sale of transfer or from the lien for such Remedial Costs. The purchaser of a Lot shall be jointly and severally liable with the seller for all accrued and unpaid Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) against the Lot, without prejudice to the purchaser's right to recover from the seller amounts paid by the purchaser for unpaid Remedial Costs which accrued prior to the purchaser's acquisition of title.

E. Power of Sale. In the event that County shall elect to collect any delinquent Remedial Costs by foreclosing its lien pursuant to the power of sale granted to it in this Agreement, County hereby designates the duly appointed County Attorney for Talbot County ("Collection Agent") as its agent for purposes of instituting and conducting the foreclosure sale. County reserves the right from time to time, in its sole discretion, to designate one or more persons as substitute Collection Agent by an instrument in writing and recorded among the Land Records of Talbot County, Maryland. If at any time more than one person is designated as the Collection Agent, any one of the persons comprising the Collection Agent may act as the Collection Agent under this Agreement. In the event the County shall designate a substitute Collection Agent, the prior Collection Agent shall thereupon be deemed to have been removed and the new Collection Agent shall thereafter have full power and authority to exercise such power of sale in accordance with this Agreement and applicable law, to the same extent as the Collection Agent originally named in this Agreement.

11. Compliance Certificate. A certificate in writing, signed by a representative of County substantially in the form attached as Exhibit C, will be given within fifteen (15) days of receipt by County of a written request for such certificate from any Owner, lender, or contract purchaser of a Lot subject to this Agreement, which certificate shall set forth: (i) the status of such Lot's compliance with the Agreement and, to the extent of any noncompliance, the action(s) required to bring such Lot into compliance, and (ii) the amount of any Remedial Costs, Default Interest, Late Fee(s) and Attorneys' Fees (billed or unbilled) accrued and unpaid with respect to the Lot. Such certificate shall be binding on County as of the date of issuance and may be relied upon by the party requesting such certificate, its heirs, personal representatives, successors and assigns. A charge not to exceed Two Hundred Fifty Dollars (\$250.00) may be collected by County in advance for each such certificate so issued.

12. Enforcement by the County. All rights and remedies contained in this Agreement are cumulative and County shall also have all other rights and remedies provided by law or in equity. The terms of this Agreement shall be enforceable by County pursuant to the provisions of the Ordinance and Chapter 58 of the Talbot County Code, and failure to comply with the provisions of this Agreement and/or the Plan may be subject to penalties as provided by applicable law. In the event that any such enforcement action (other than an action arising under Paragraph 10) shall become necessary, Developer shall be responsible for all attorney's fees and costs incurred by County in connection with any such enforcement action.



13. General Provisions:

A. Waiver of Appeal Rights. Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work that is the subject of this Agreement.

B. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall touch, concern, run with and bind the Lots, shall be binding upon Developer and its respective heirs, personal representatives, successors, transferees and assigns and shall inure to the benefit of and be enforceable by County. Except with respect to Remedial Costs related to a Default occurring prior to their transfer or sale of a Lot (*see* Para. 10(B)), the provisions hereof shall constitute personal obligations of the Owner of a Lot only during and for so long as such individual or entity is the fee simple owner of such Lot.

C. Captions and Gender. The captions contained in this Agreement are for convenience only and are not a part of this Agreement and are not intended in any way to limit or enlarge the terms and provisions of this Agreement. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural and vice versa.

D. Interpretation, Enforcement and Recordation. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, excluding choice of law principle, and shall be effective upon its recordation among the Land Records of Talbot County. The failure or forbearance by County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All of the provisions, covenants and restrictions herein this Agreement may be enforced by County without limitation including the right to reimbursement for any and all expenses reasonably related to actions necessary to enforce the provisions of the Agreement.

E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective hands and seals as of the day and year first above written.

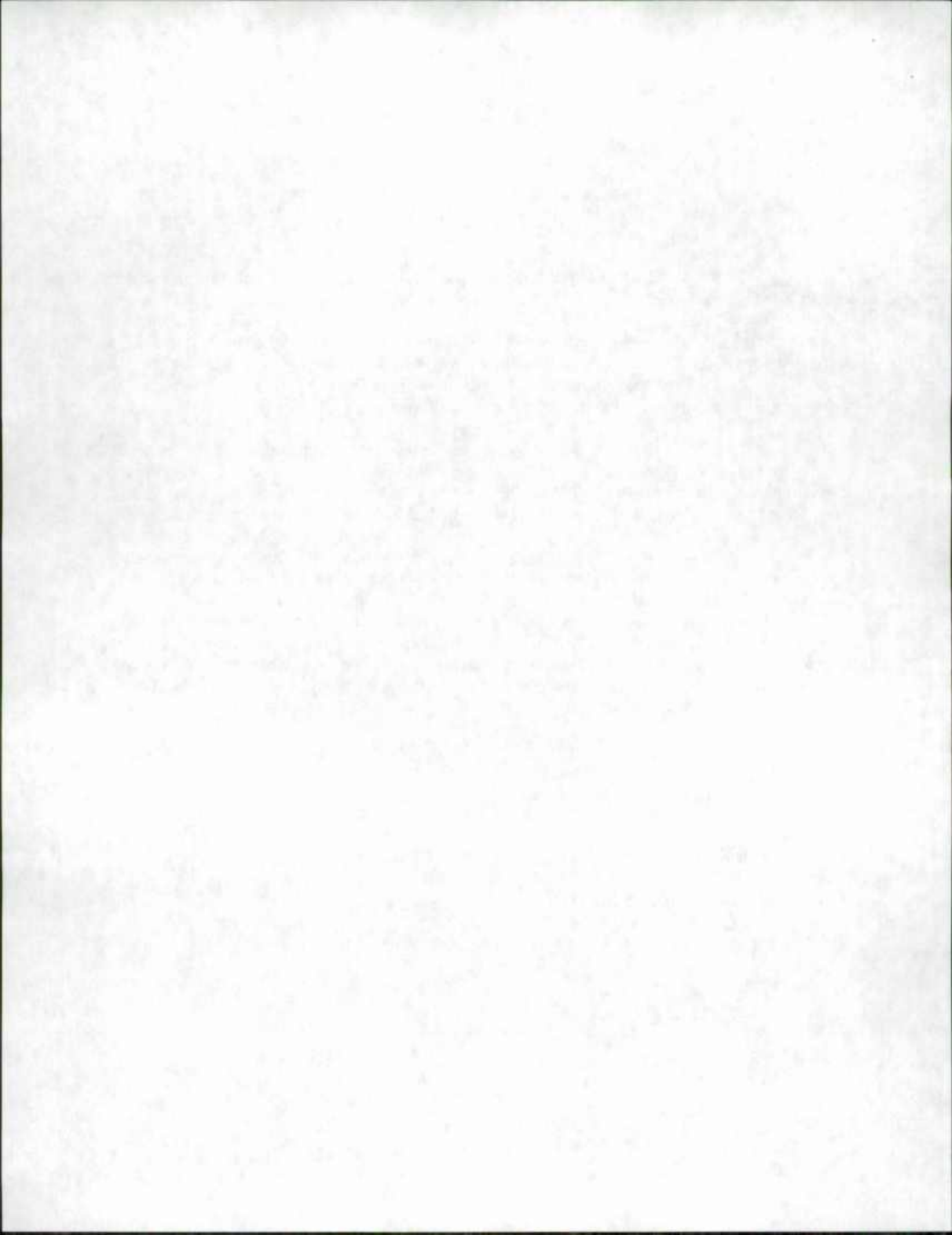
APPROVED AND AGREED TO:

ATTEST:

TALBOT COUNTY, MARYLAND

Date: _____

Sandy Coyman
Talbot County Planning Officer



WITNESS:

_____ DONALD D. FOSTER Date: _____

_____ ELLEN MARIE FOSTER Date: _____

Approved for Legal Form and Sufficiency,

this ____ day of _____, 2010

Michael L. Pullen, County Attorney

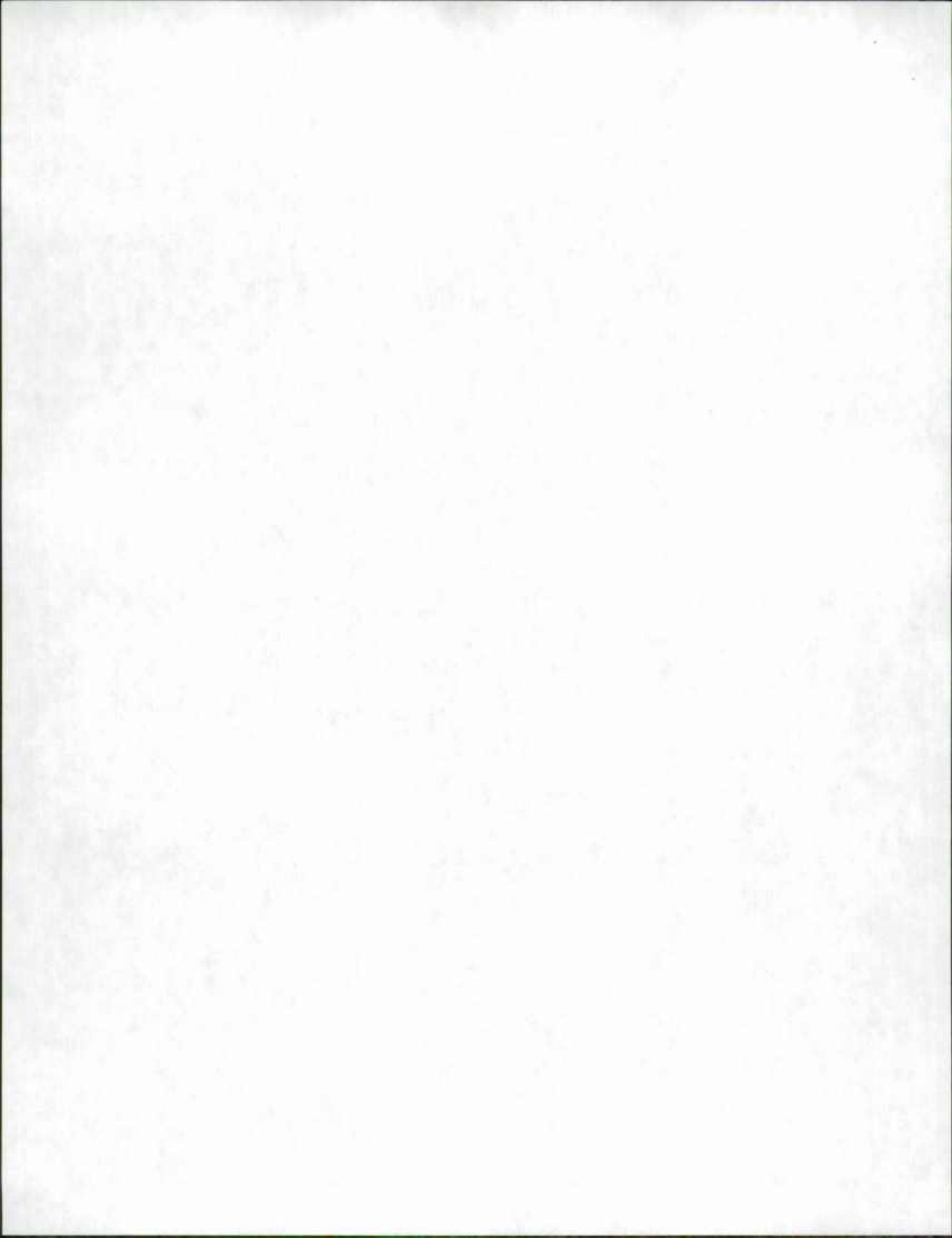
STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared **SANDY COYMAN**, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

My Commission expires:

Notary Public



STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared **DONALD D. FOSTER and ELLEN MARIE FOSTER, his wife**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and further acknowledged said instrument to be their act and deed.

WITNESS my hand and Notarial Seal.

My Commission expires:

Notary Public

