

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/

June 11, 2013

Brett Ewing
Talbot County Office of Planning and Zoning
215 Bay Street, Suite 2
Easton, Maryland 21601

**Re: Yorktown Farm Subdivision and Realignment of Yorktown Farm Lane
S1054 (TM 10, P49)**

Dear Mr. Ewing:

Thank you for providing information on the above-referenced project. The applicant is proposing a one lot subdivision and the realignment of a private road. The parcel is 504 acres in size, with 131.6 acres located within the Critical Area and designated as a Resource Conservation Area (RCA).

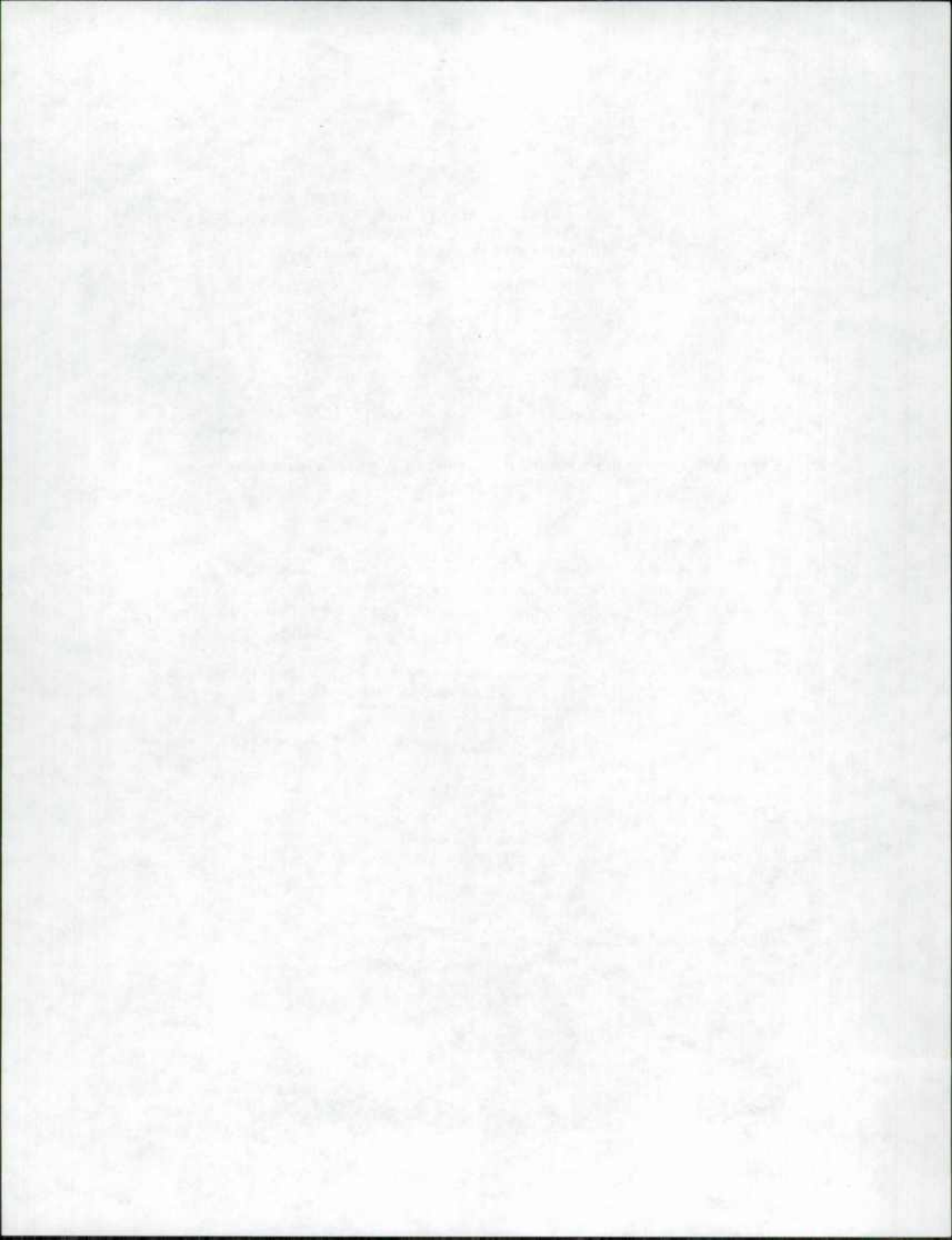
Based on the information provided, it appears that all proposed development is located outside the Critical Area. Provided that this is accurate, we have no comments. If you have any questions, please call me at (410) 260-3483.

Sincerely,

A handwritten signature in cursive script that reads "Nick Kelly".

Nick Kelly
Regional Program Chief

cc: TC 422-08
Bill Stagg, Lane Engineering, Inc.



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March 26, 2010

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

**Re: Yorktown Farm Subdivision
TM 10, P49**

Dear Ms. Verdery:

Thank you for providing information on the above-referenced subdivision. The applicant is proposing to create a major six-lot subdivision, with four lots located in the Critical Area. The parcel is 504.17 acres in size, with 135.47 acres located in the Critical Area and designated as Resource Conservation Area (RCA). Total forest coverage onsite within the Critical Area is 41.00 acres (30.0%); the applicant currently does not propose to clear any forest.

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

1. 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 new 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.
2. On Sheet 1 of 4, please have the applicant revise the second General Note to include a reference to the Commission's new Buffer regulations, COMAR 27.01.09.01 for Buffer expansion.

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3. On Sheet 1 of 4, please have the applicant remove the following language from the fifth General Note: "selective pruning or mowing of natural vegetation within the Shore Development Buffer and expanded Buffer is subject to review..."
4. We recommend that the dilapidated shed that is located within the 100-foot Buffer be removed from the site.
5. It is difficult to determine where the Building restriction lines, and hence, the building envelopes, are located on each lot. Please provide a clearer location of the building envelopes, or use a different line type to delineate this area. This is of particular concern on Lots 3 and 4, especially in the location of the expanded Buffer.
6. Based on the habitat protection plan provided, it appears that no clearing of FIDS habitat is proposed. Please have the applicant verify this statement.

Commission staff would like to notify both the County and the applicant that regulations concerning the 100-foot and expanded Buffer are now effective. Since this project is covered by the new State regulations, 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.

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 422-08

Bill Stagg, Lane Engineering, Inc.

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October 19, 2009

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

**Re: Yorktown Farm Subdivision
TM 10, P49**

Dear Ms. Verdery:

Thank you for providing information on the above-referenced subdivision. The applicant is proposing to create a major six-lot subdivision, with four lots located in the Critical Area. The parcel is 504.17 acres in size, with 135.47 acres located in the Critical Area and designated as Resource Conservation Area (RCA). Total forest coverage onsite within the Critical Area is 41.00 acres (30.0%); the applicant currently does not propose to clear any forest.

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

1. 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 new 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.
2. Please have the applicant revise the plat notes for Buffer establishment and for the prohibition of the removal of vegetation within the Buffer to include the expanded Buffer as well.



3. We recommend that the applicant note on the plat that all existing uninhabitable structures will be removed within the Critical Area prior to final plat approval.
4. We recommend that the dilapidated shed that is located within the 100-foot Buffer be removed from the site.
5. Based on our review of the environmental constraints analysis worksheet, it appears the Buffer must be further expanded on Lot 2 for hydric soils. We recommend that the Buffer be expanded to the landward edge of hydric soils, or three hundred feet, including the minimum 100-foot Buffer. Please have the applicant provide a revised site plan, habitat protection plan, and environmental constraints sheet based on this change.
6. Please ensure that the applicant adheres to the recommendations for protection of the Bald Eagle's nest and Delmarva Fox Squirrel habitat, as prescribed by the Department of Natural Resources Wildlife and Heritage Service and the U.S. Fish and Wildlife Service.
7. Mitigation for any future forest clearing onsite shall be provided at a 1:1 ratio, provided it is less than 20% clearing and meets the site design guidelines within the Critical Area FIDS Guidance Manual.

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 422-08

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July 25, 2008

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

**Re: Yorktown Farm Subdivision
TM 10, P49**

Dear Ms. Verdery:

Thank you for providing information on the above-referenced subdivision. The applicant is proposing to create a major six-lot subdivision, with four lots located in the Critical Area. The parcel is 504.17 acres in size, with 135.47 acres located in the Critical Area and designated as Resource Conservation Area (RCA). Total forest coverage onsite within the Critical Area is 41.00 acres (30.0%); the applicant currently does not propose to clear any forest.

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

1. Provided there are no State-owned Tidal wetlands included in the RCA acreage of 135.47 acres, this parcel has six development rights. If the subdivision of this property is granted, only two development rights will remain in the Critical Area on this parcel.
2. 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 Talbot County's procedures and requirements; and

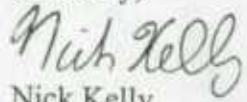
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- b) By July 1, 2010, the applicant prepares a detailed lot coverage plan drawn to scale and showing the amounts of impervious surface area, partially pervious area, and developed pervious surface area in the development project.
- In addition to (a) 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.
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 new 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. The 100-foot and Expanded Buffer must be fully forested, as found in COMAR 27.01.09.01 and §190-93 of the Talbot County Code.
 5. The applicant must remove all existing uninhabitable structures onsite within the Critical Area.
 6. GIS layering reveals that the property is entirely located within a sensitive species area. In addition, the site plan states that Delmarva Fox Squirrel habitat is located onsite or adjacent to this parcel. While we understand that no development is proposed for this area, we suggest that the applicant place this area in an easement to avoid any future development to this sensitive habitat area.
 7. 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. In addition, coordination with the United States Fish and Wildlife Service (FWS) will be needed. Please forward a copy of the applicant's communication with FWS to this office, once it is available.
 8. The property is located within Forest Interior Dwelling Bird (FIDS) habitat. While it is our understanding that no development or clearing is proposed within the FIDS habitat area at this time, we suggest that the applicant place on a note on the site that restricts forest clearing within the FIDS habitat, and ensures that the site meets the requirements for FIDS protection found in §190-88 and §190-93 of the Talbot County Code.
 9. Due to the presences of Delmarva Fox Squirrel and FIDS habitat 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.
 10. Mitigation for any future forest clearing onsite shall be provided at a 1:1 ratio, provided it is less than 20% clearing and meets the site design guidelines within the Critical Area FIDS Guidance Manual.
 11. The Habitat Protection Plan, environmental site constraints, and all other environmental issues mentioned in this letter must be resolved prior to preliminary 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.

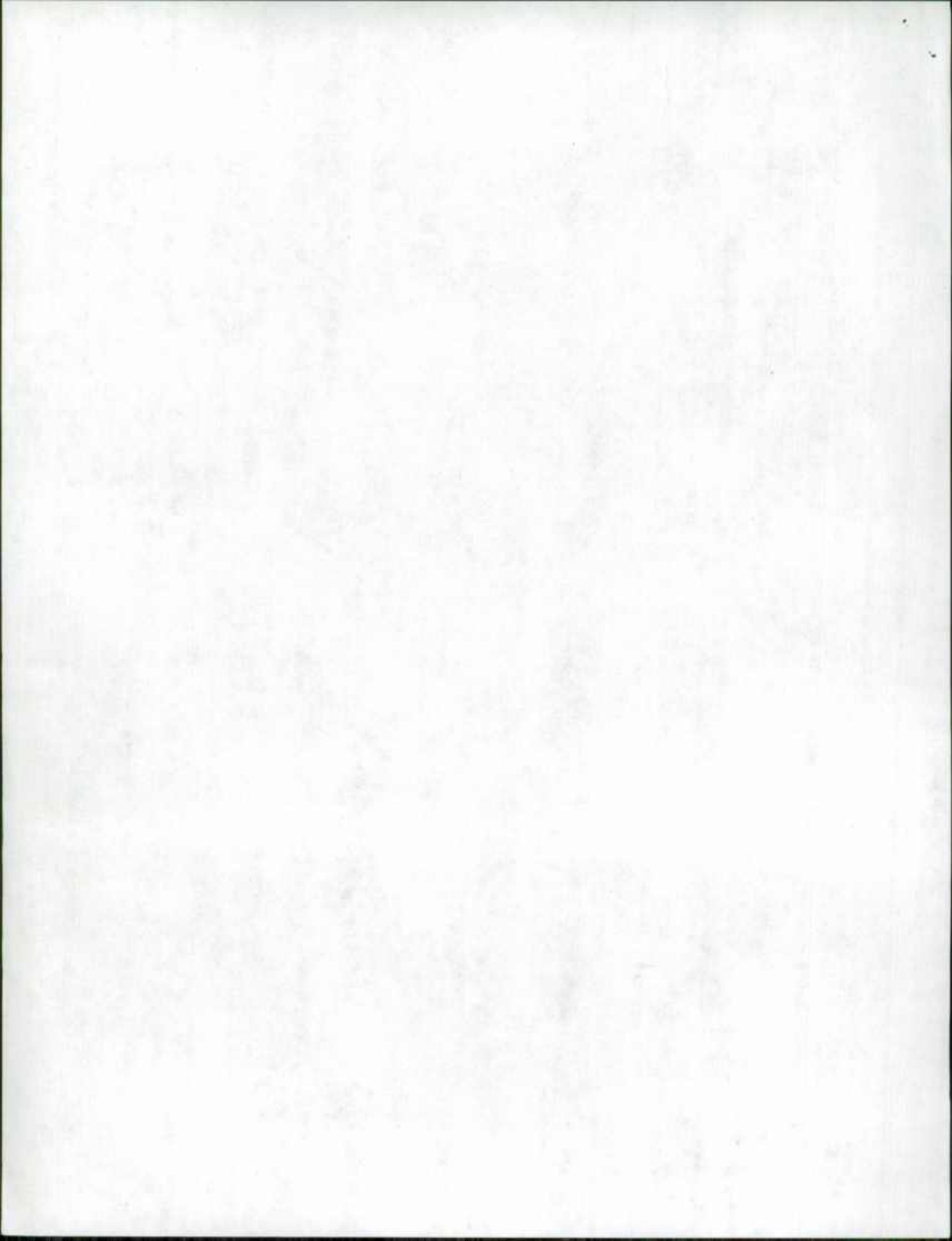
Sincerely,

A handwritten signature in cursive script that reads "Nick Kelly".

Nick Kelly

Natural Resource Planner

cc: TC 422-08



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.

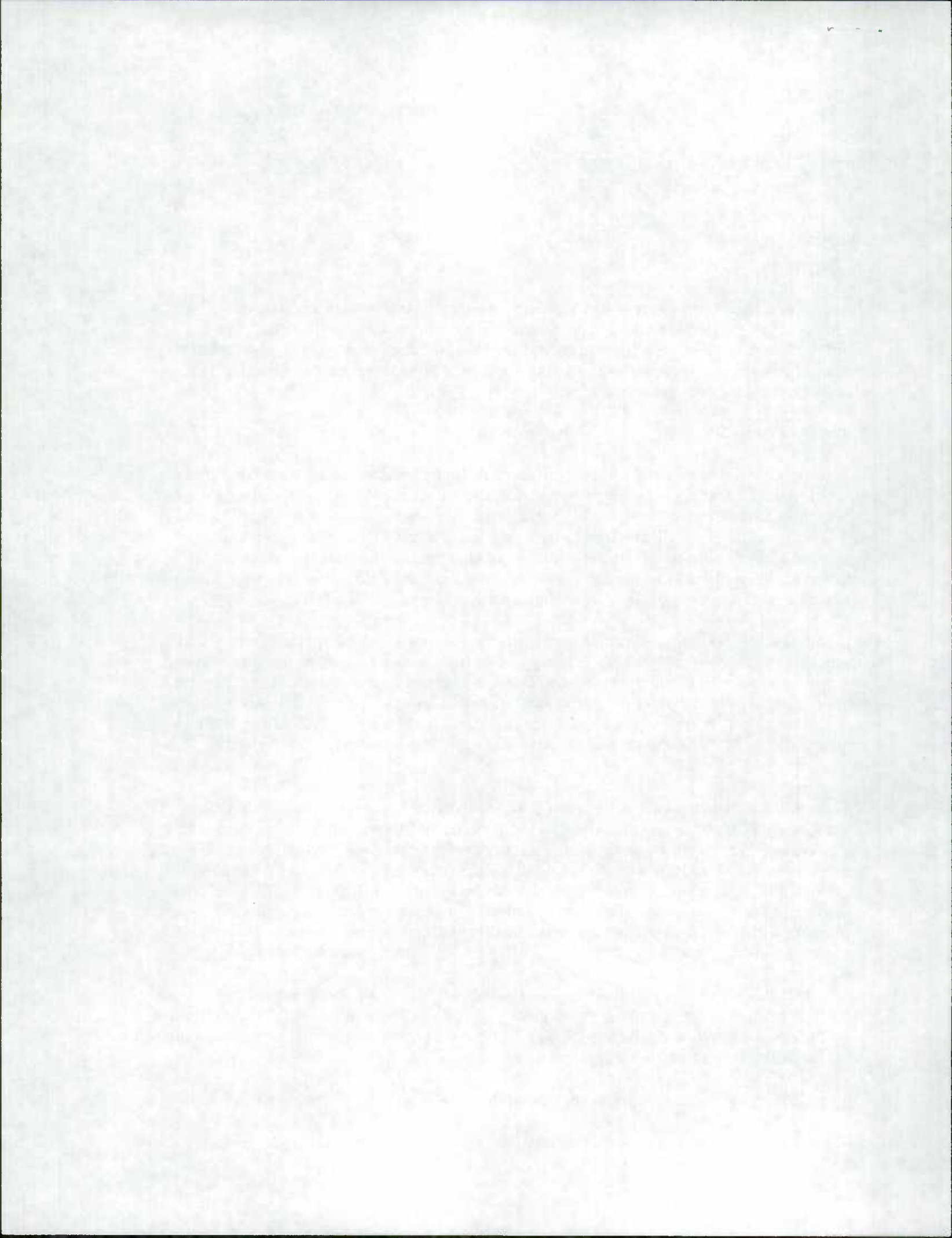
2. If I am reading the Engineer's comments correctly, it appears that the applicant will install the signage at the time of recordation, if necessary, but wishes to delay it until to the land converts, as it will interfere with the ag use right now. If this is a correct interpretation of her comment, 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>

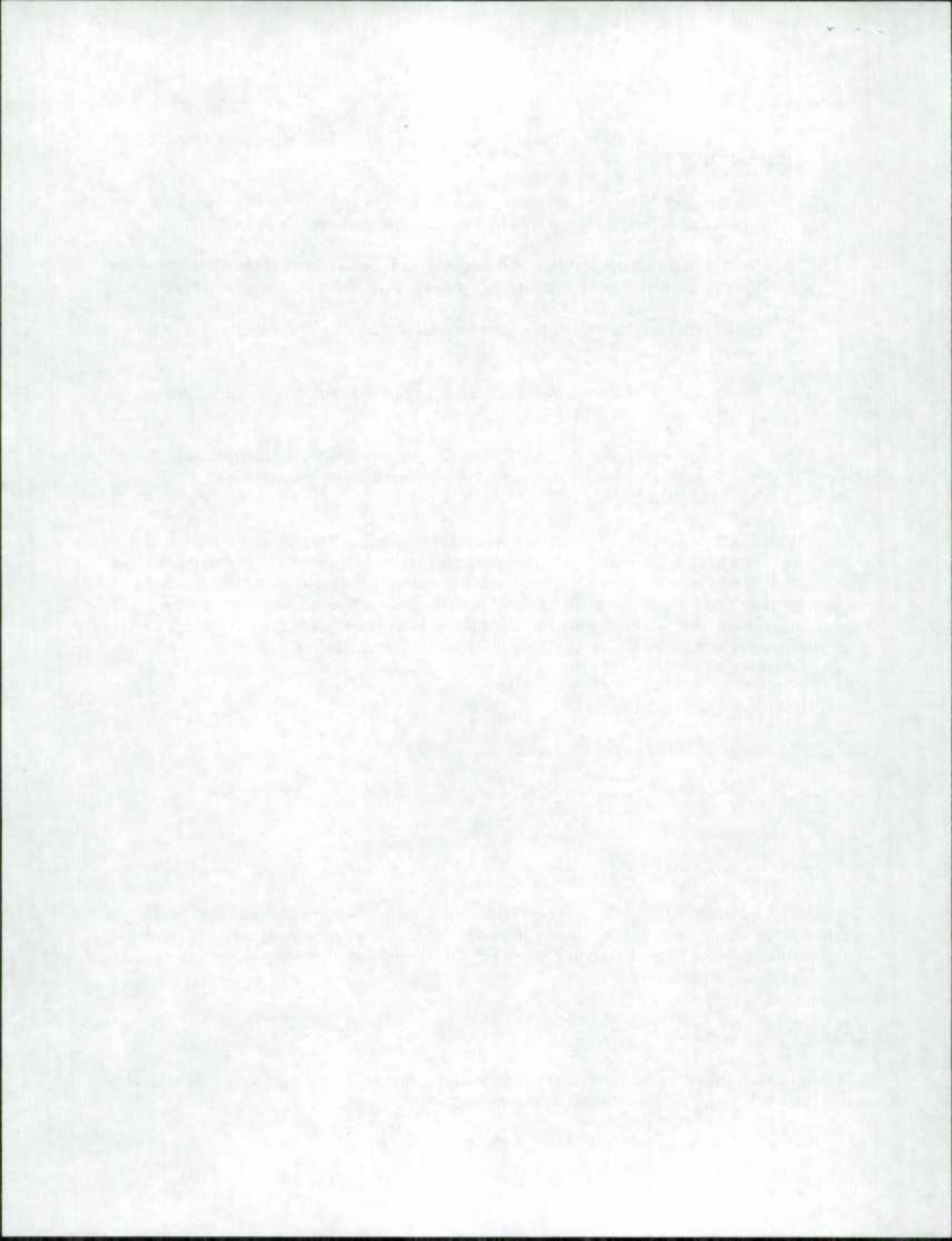
<http://www.dsd.state.md.us/comar/comarhtml/27/27.01.06.03.htm>

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

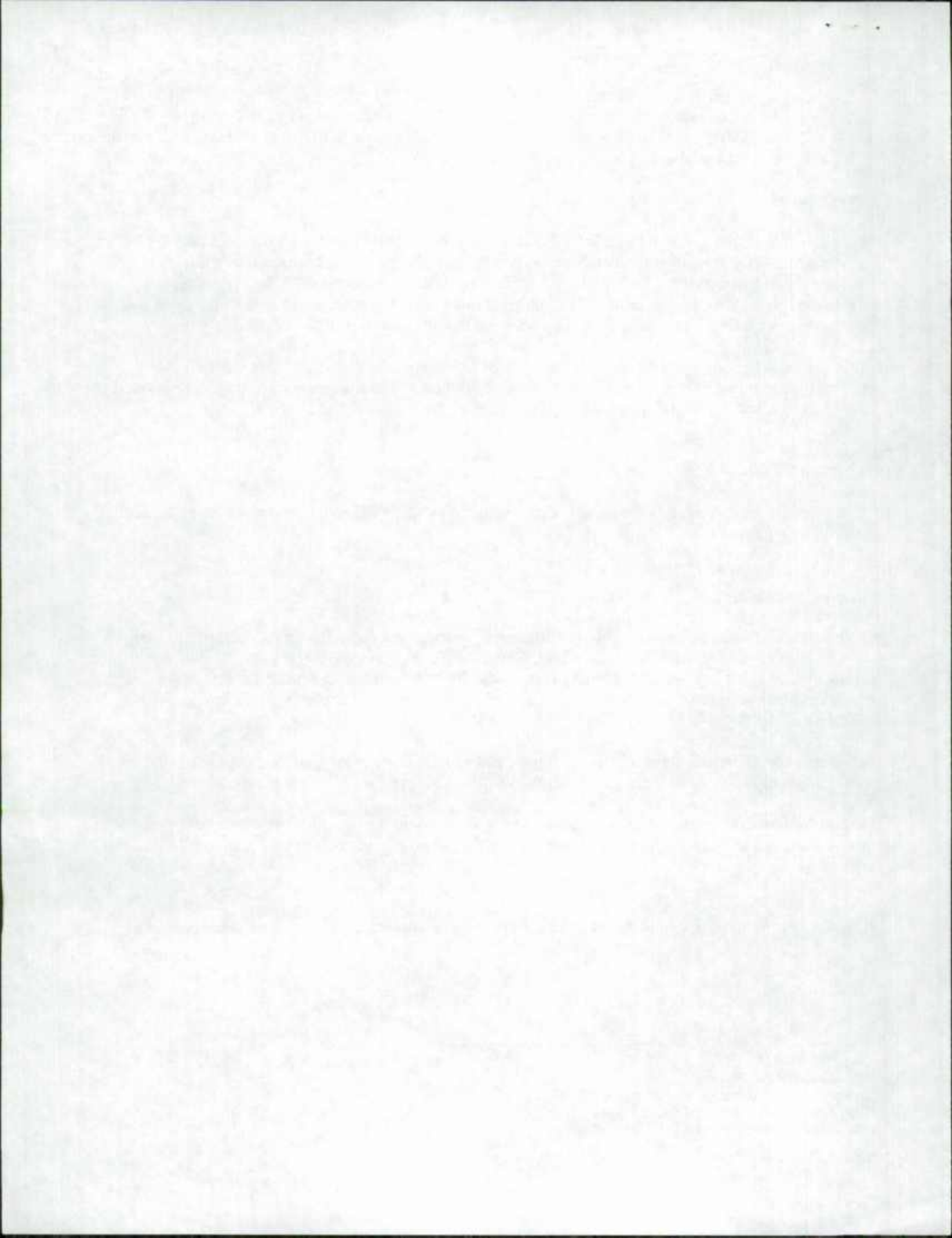
1. In response to Stark's letter regarding Buffer establishment and not being able to perform this until Spring 2011: We understand Stark's concern. However, the regs do state that the Buffer must be established in the next planting season. If the County permits the applicant to plant in Spring 2011, 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



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 **YORKTOWN FARM, LLC, a Maryland limited liability company** ("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");

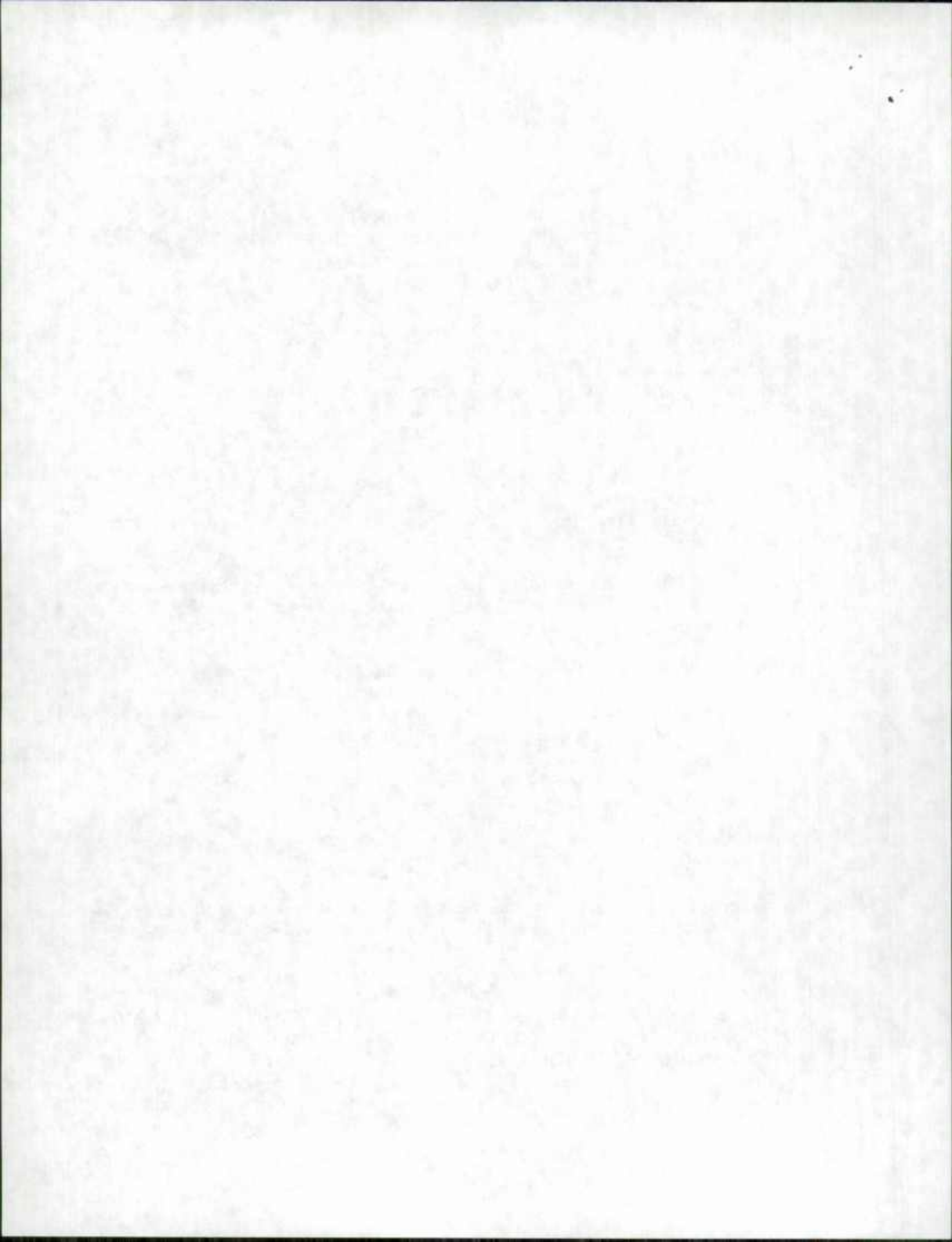
B. The State of Maryland, as authorized under Maryland Code, Natural Resources Article, § 8-1806, has adopted COMAR Title 27, Subtitle 01, Chapter 09, Habitat Protection Areas in the Critical Area ("Regulations");

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: Yorktown Farm, LLC
Property Address: 11269 Wye Heights Road, Easton, Maryland
Deed Reference: Liber 1630, folio 648
Acreage: 504.380 Acres
Tax Map: 10 *Grid:* 10 *Parcel:* 49

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 and 2 (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 final subdivision plat and Forest Preservation-Buffer Management Plan titled "SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49," dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC, consisting of sheets 1 through 6 (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 9.135 acres and consist of the following areas: "A-1" (0.436 Ac.±) on Lot 1, "B-1" (1.506 Ac.±) on Lot 1, "C-1" (2.093 Ac.±) on Lot 2, "F-1" (4.128 Ac.±) on Lot 1 and "F-2" (0.972 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;

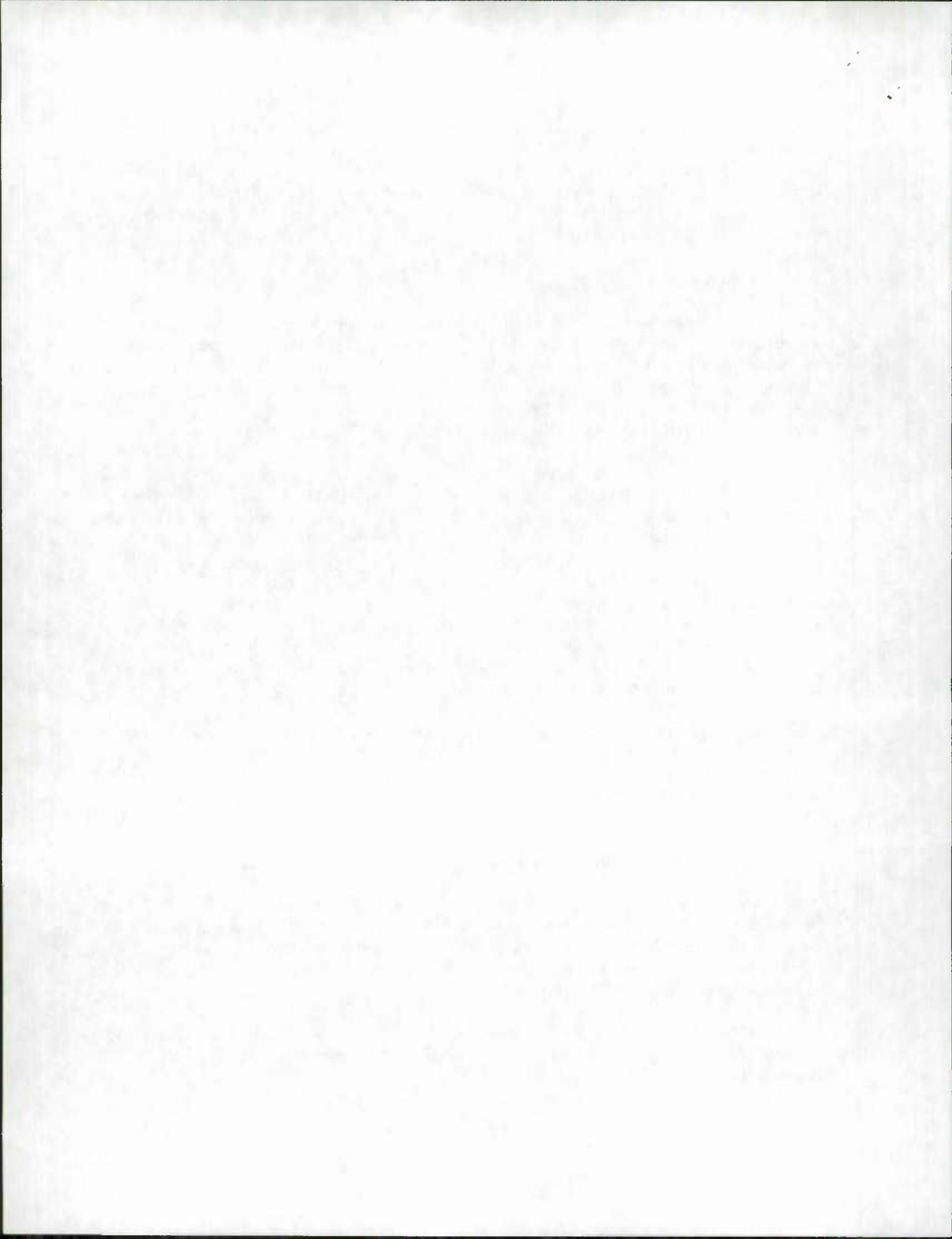
F. Pursuant to the provisions of § 190-134 C. (2) (b) (vi) and § 190-185 of the Ordinance, COMAR 27.01.09.01-3(J)(2)(d), and the terms of this Agreement, Developer is hereby providing and County is accepting security which guarantees the timely and satisfactory performance of Developer's requirements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



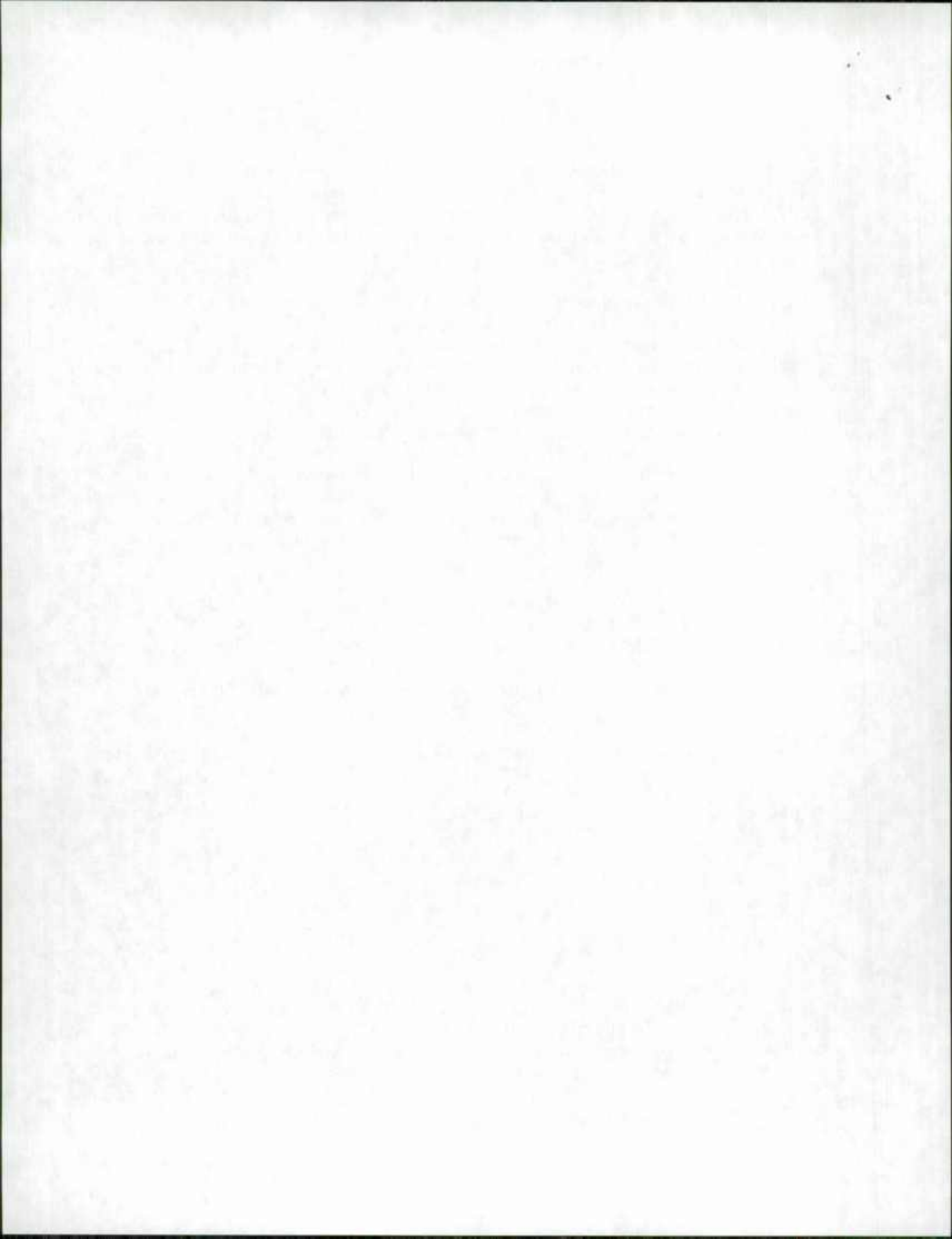
Developer hereby declares that the Lots are and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Agreement, which shall run with and bind the Lots and shall be binding 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 ("Yorktown Farm, LLC, Critical Area Forest Preservation-Buffer Management Plan, BMP #M1108), 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. Road Construction Mitigation Planting on Lot 1.

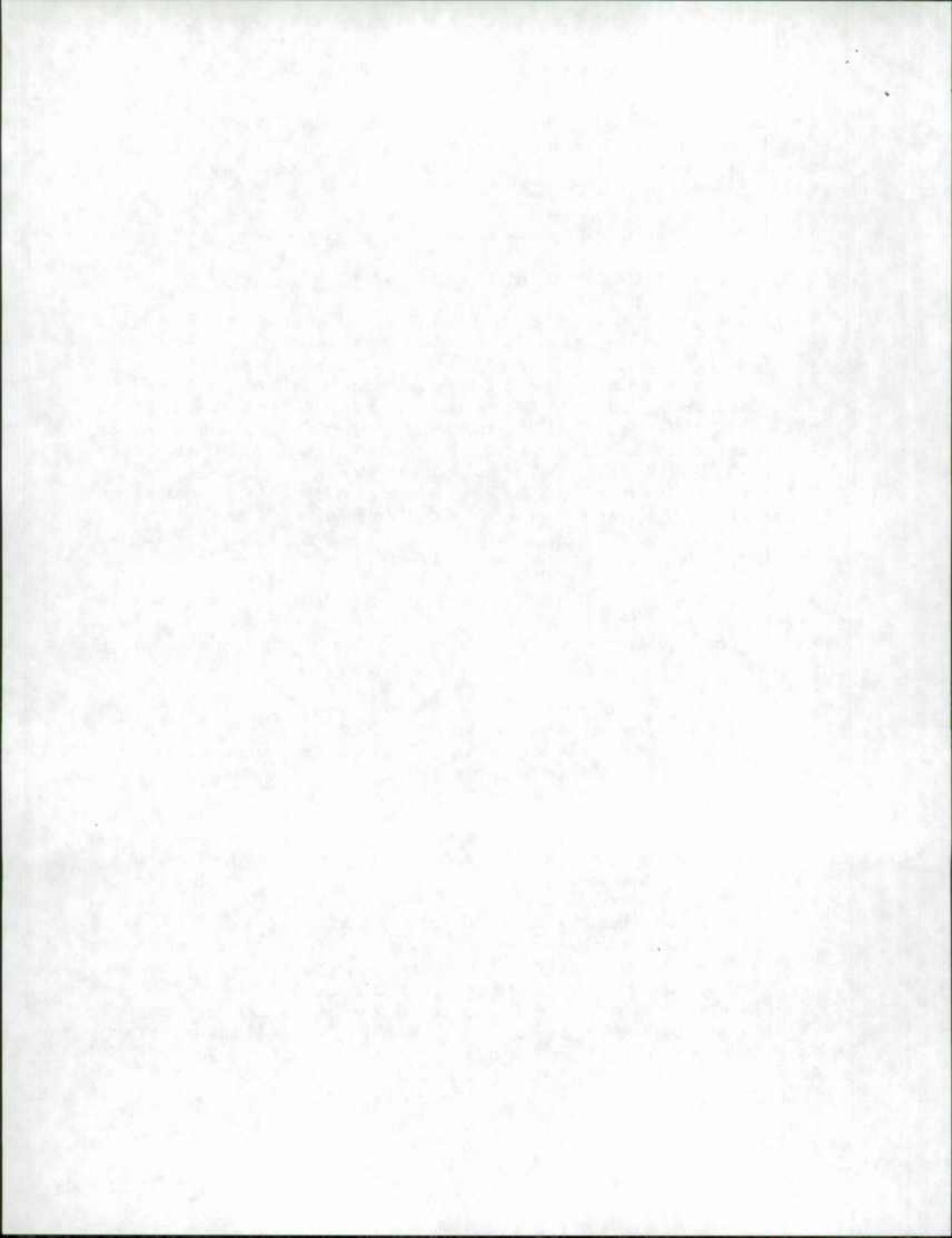
In connection with the construction of portions of Yorktown Farm Lane located on Lots 3 and 4, Developer has been authorized to remove certain trees and plantings located on Lots 3 and 4 within the right of way of Yorktown Farm Lane. Developer has agreed to mitigate the removal of plantings on portions of Lots 3 and 4 by the installation of plantings on that portion of Lot 1 shown and depicted on the Plan as "CLEARING REFORESTATION/MITIGATION AREA FOR ROAD CONSTRUCTION." The installation of the plantings on that portion of Lot 1 shown and depicted on the Plan as "CLEARING REFORESTATION/MITIGATION AREA FOR ROAD CONSTRUCTION" shall be accomplished by Developer or any successor in title to Developer on or before the end of the first growing season following the removal of the plantings located on Lots 3 and 4 within the right of way of Yorktown Farm Lane.

B. Buffer Establishment Afforestation Planting on Lots 1 and 2.

The obligation to establish the Planting of the Buffer Establishment Afforestation Area on Lots 1 and 2 is not required until a change of land use occurs on the subject Lot. Upon a change of land use, the planting shall be established 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 the end of the growing season immediately following issuance of the occupancy permit.

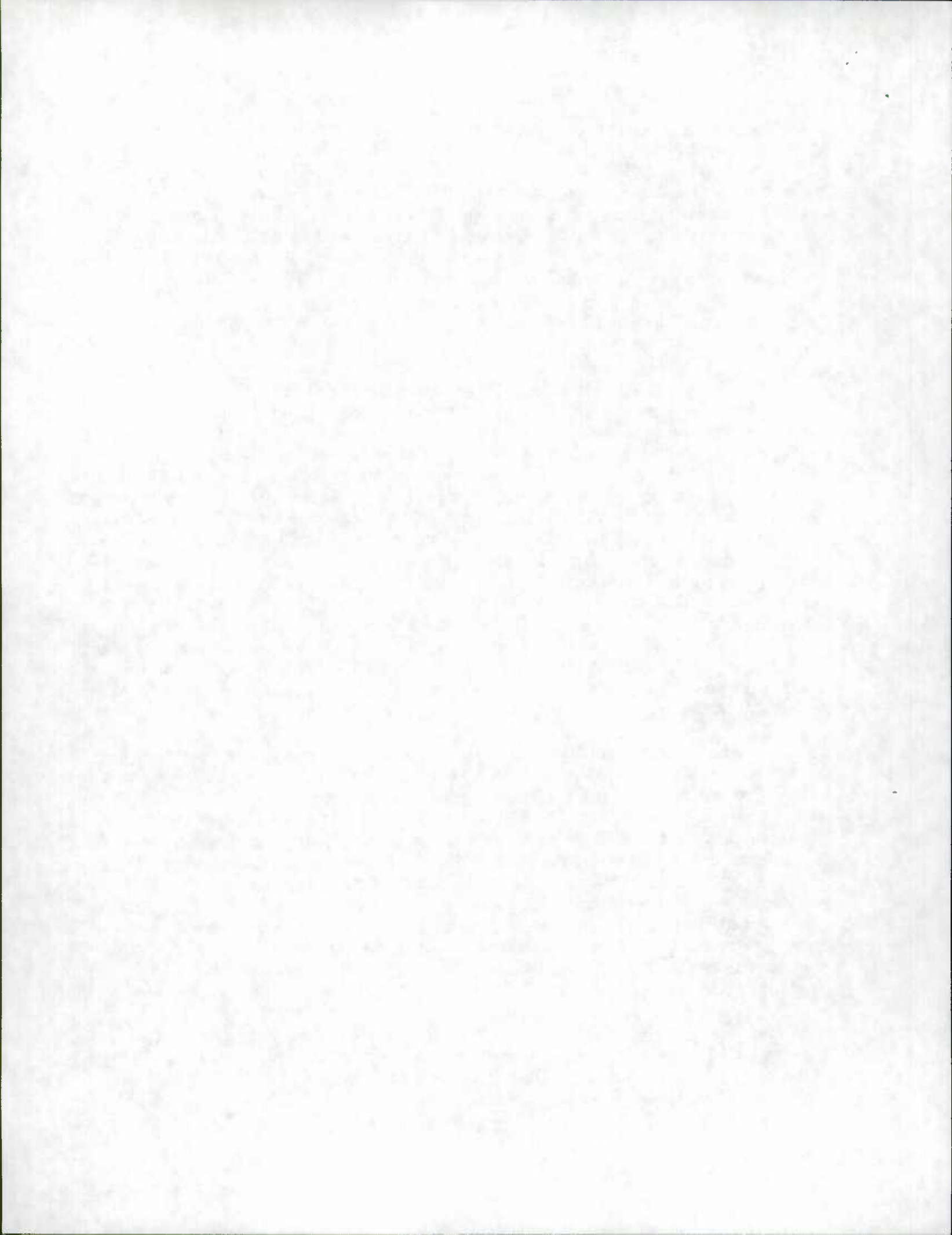


4. Maintenance Period; Inspection; Replacement. In accordance with Paragraph 2, the Maintenance Period(s) applicable to the planting material installed on each Lot shall be determined by the size of trees installed. The Maintenance Period(s) shall commence upon the date of the Initial Certificate of 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 5 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 5 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,

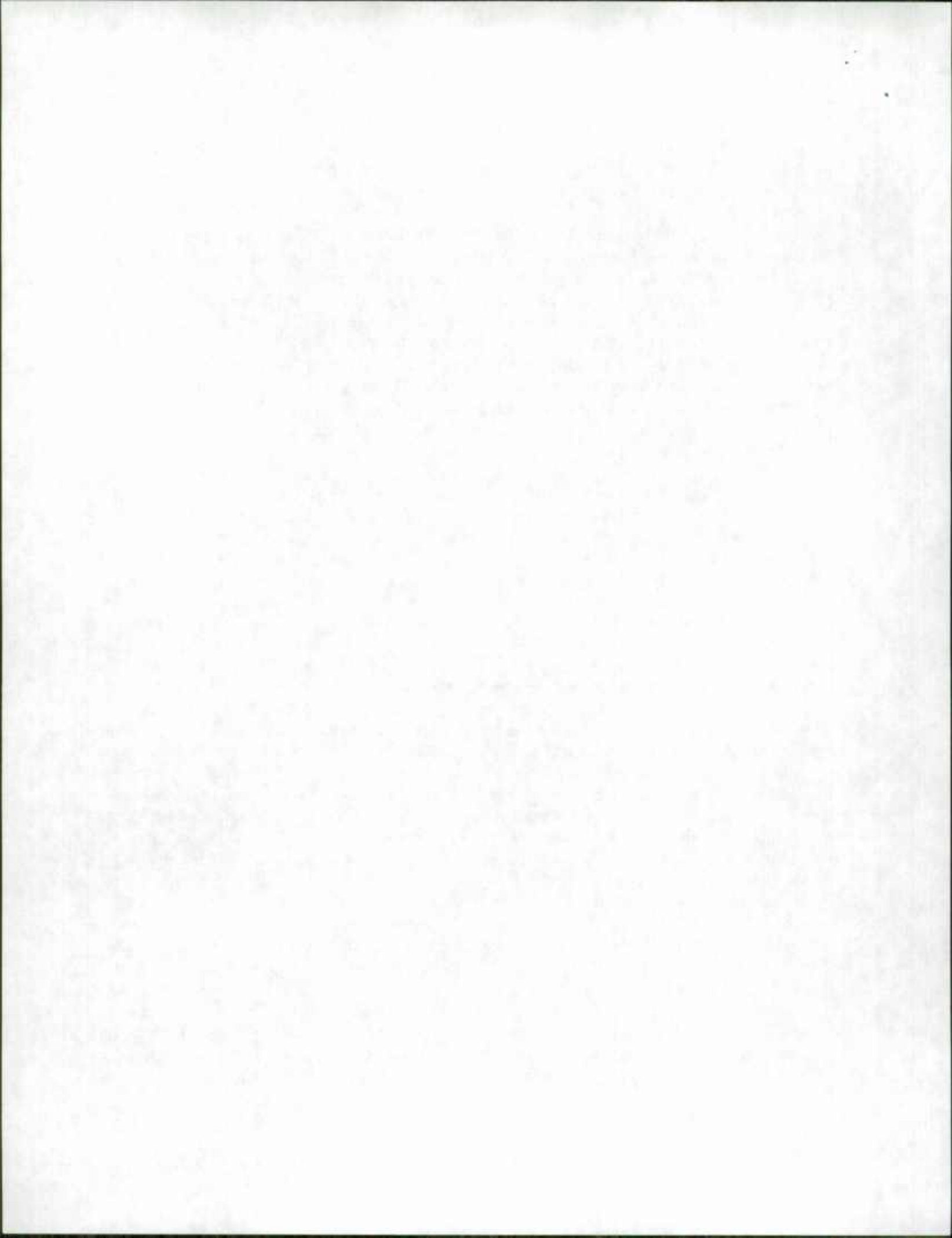


Developer shall repair the damage immediately upon the request of County. If Developer fails to make such repair, County shall have the right to enter the Subdivision or Site, repair the damage, and recover the cost of the repair from Developer, including, but not limited to, court costs, attorneys' 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:

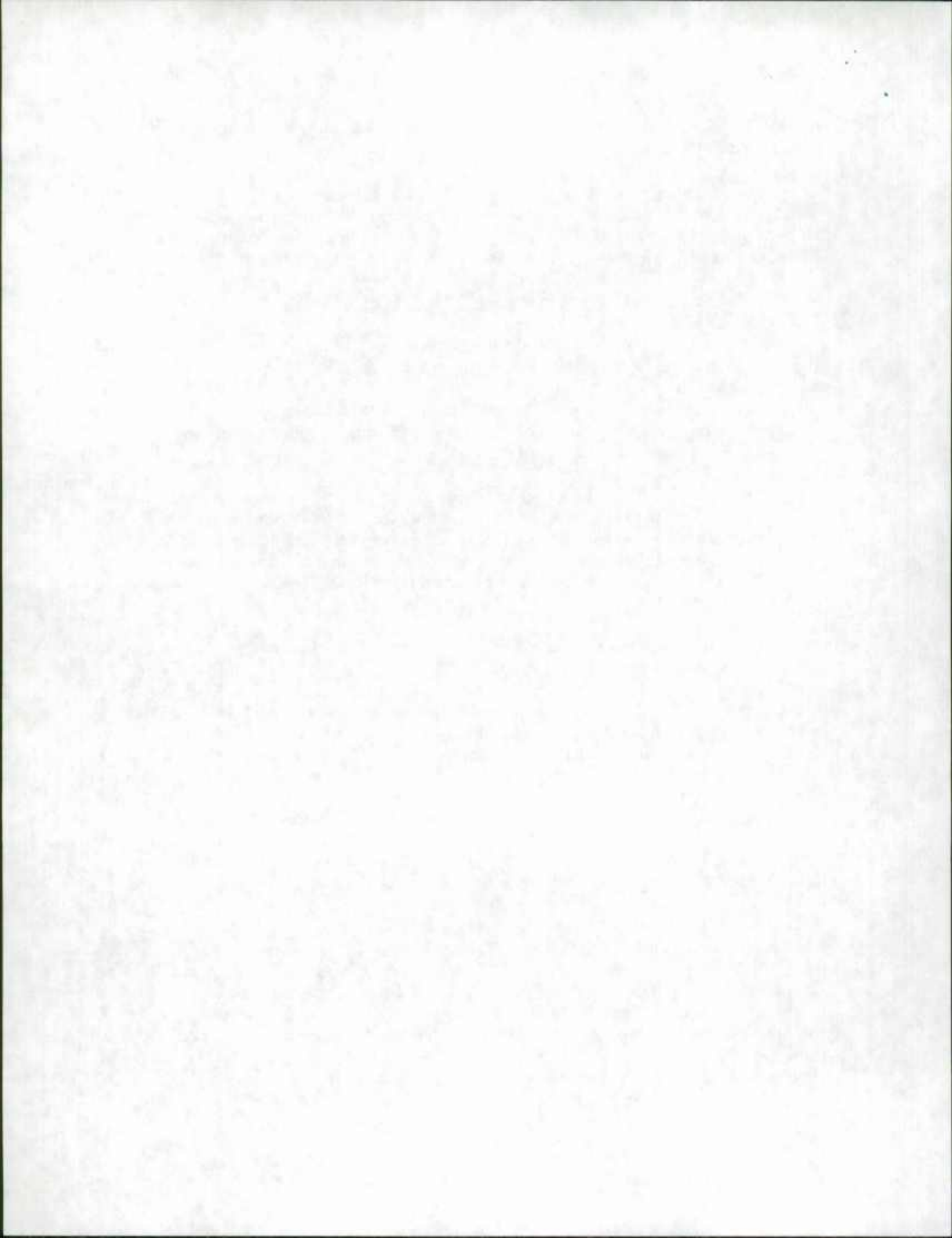
(a) County's actual costs to accomplish the planting, maintenance, monitoring, reporting and, if necessary, plant replacement, obligations of Developer with respect to the Lot in Default; and

(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.



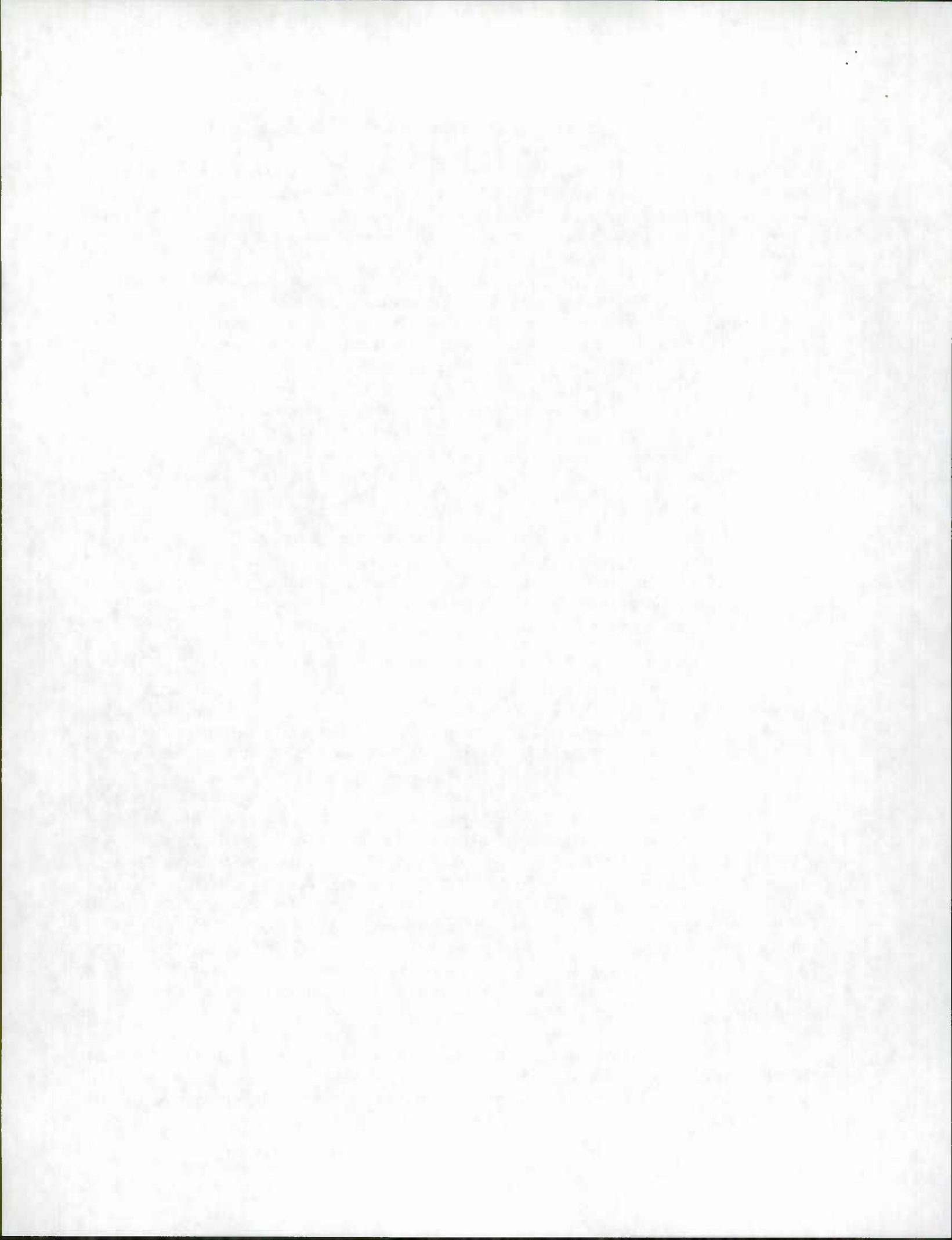
(iv) If any Owner shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that Owner's Lot in accordance with this Agreement, and County shall institute any legal and/or equitable proceedings to collect such delinquent debt, collection costs and reasonable attorneys' 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

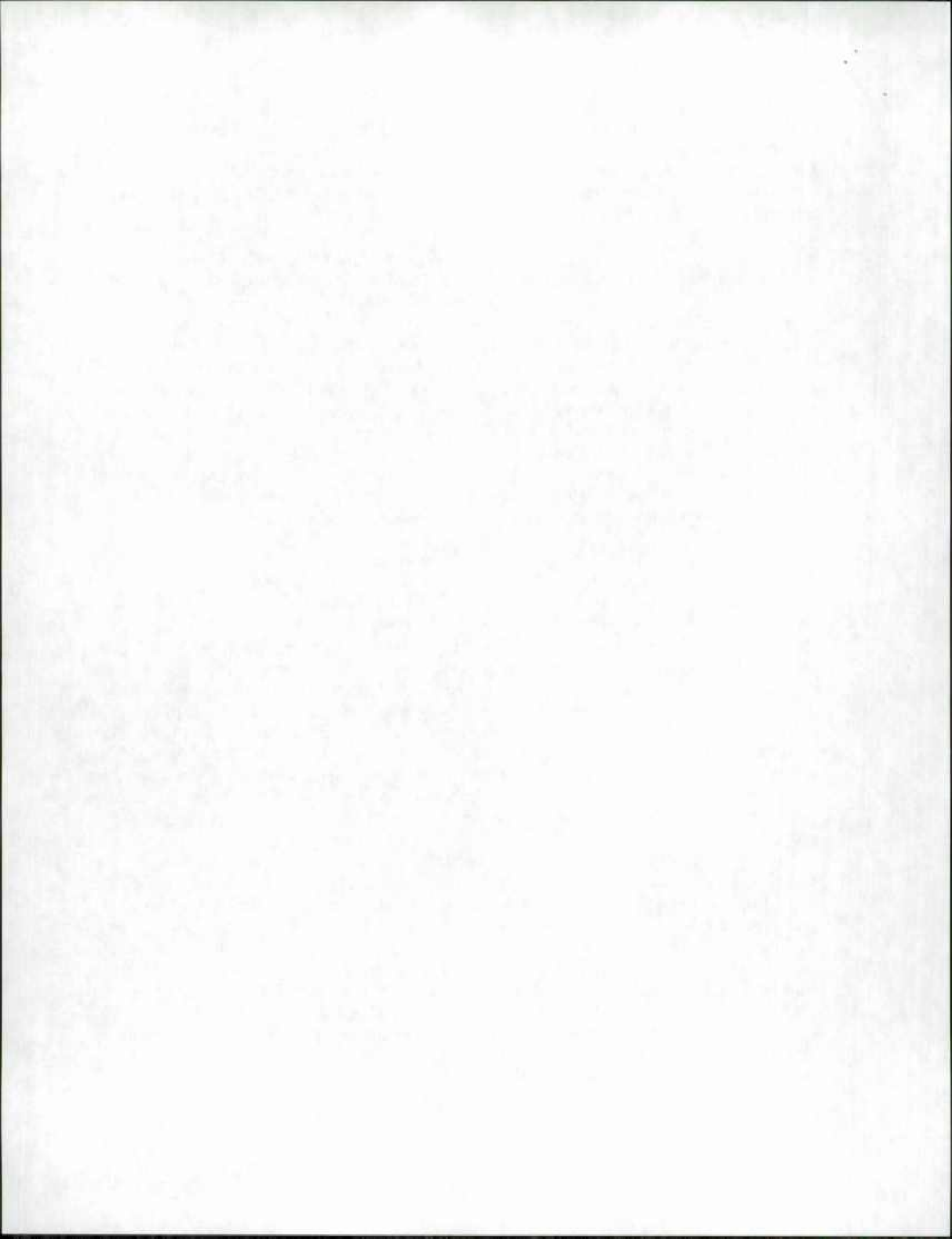


time prior to the earlier of: (i) five (5) days before sale of the Lot pursuant to the power of sale contained herein, or (ii) entry of a judgment enforcing the provisions hereof, provided that the Owner or mortgagee shall have paid the County: (a) the entire Remedial Costs, and (b) all expenses, including 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:

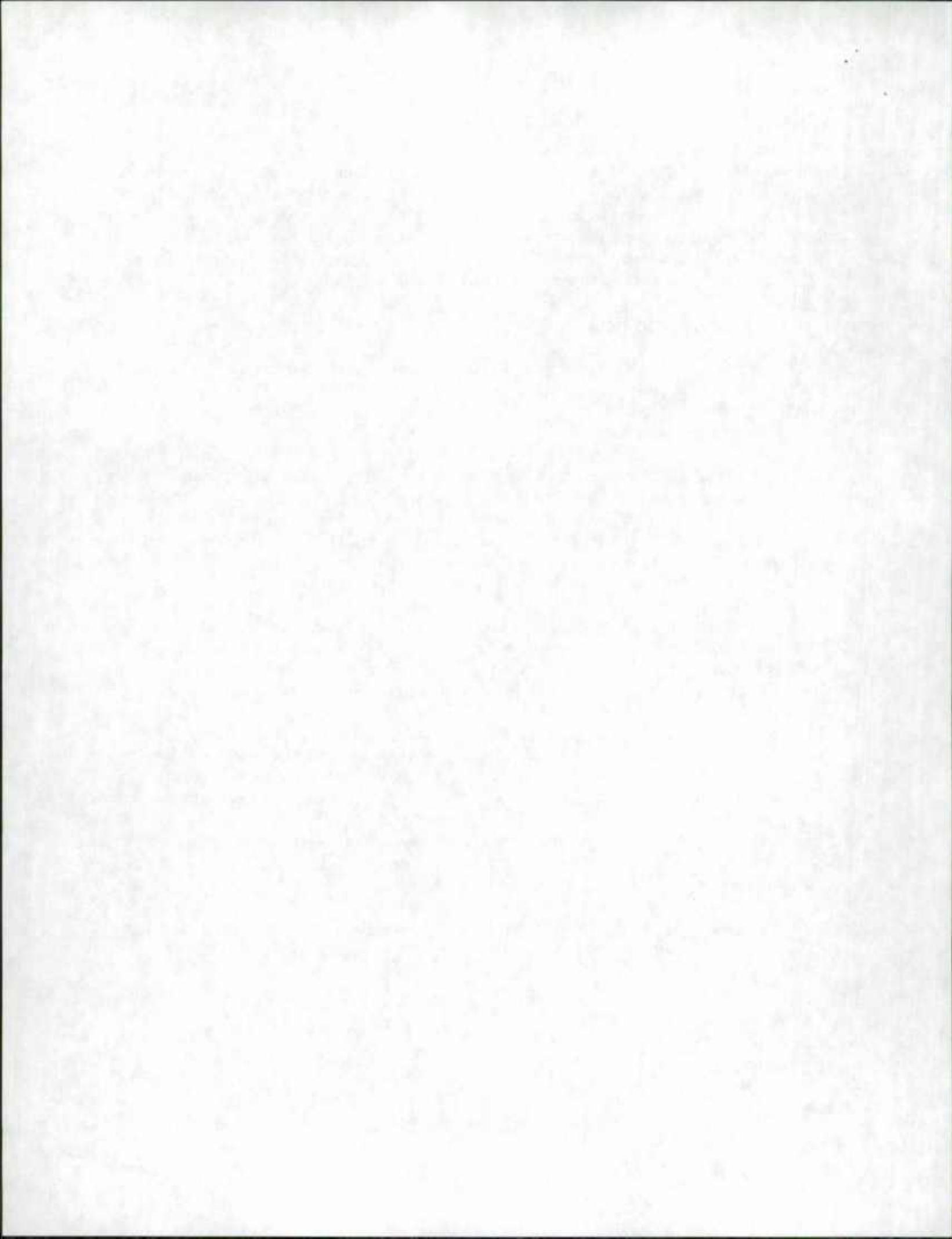
A. Waiver of Appeal Rights. Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work that is the subject of this Agreement.

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

Sandy Coyman
Talbot County Planning Officer
Date: _____

WITNESS: YORKTOWN FARM, LLC

By: _____ Date: _____
Paul T. Hanrahan, Member

By: _____ Date: _____
Rodanthe Hanrahan, Member

Approved for Legal Form and Sufficiency,

this ____ day of _____, 2010

Michael L. Pullen, County Attorney

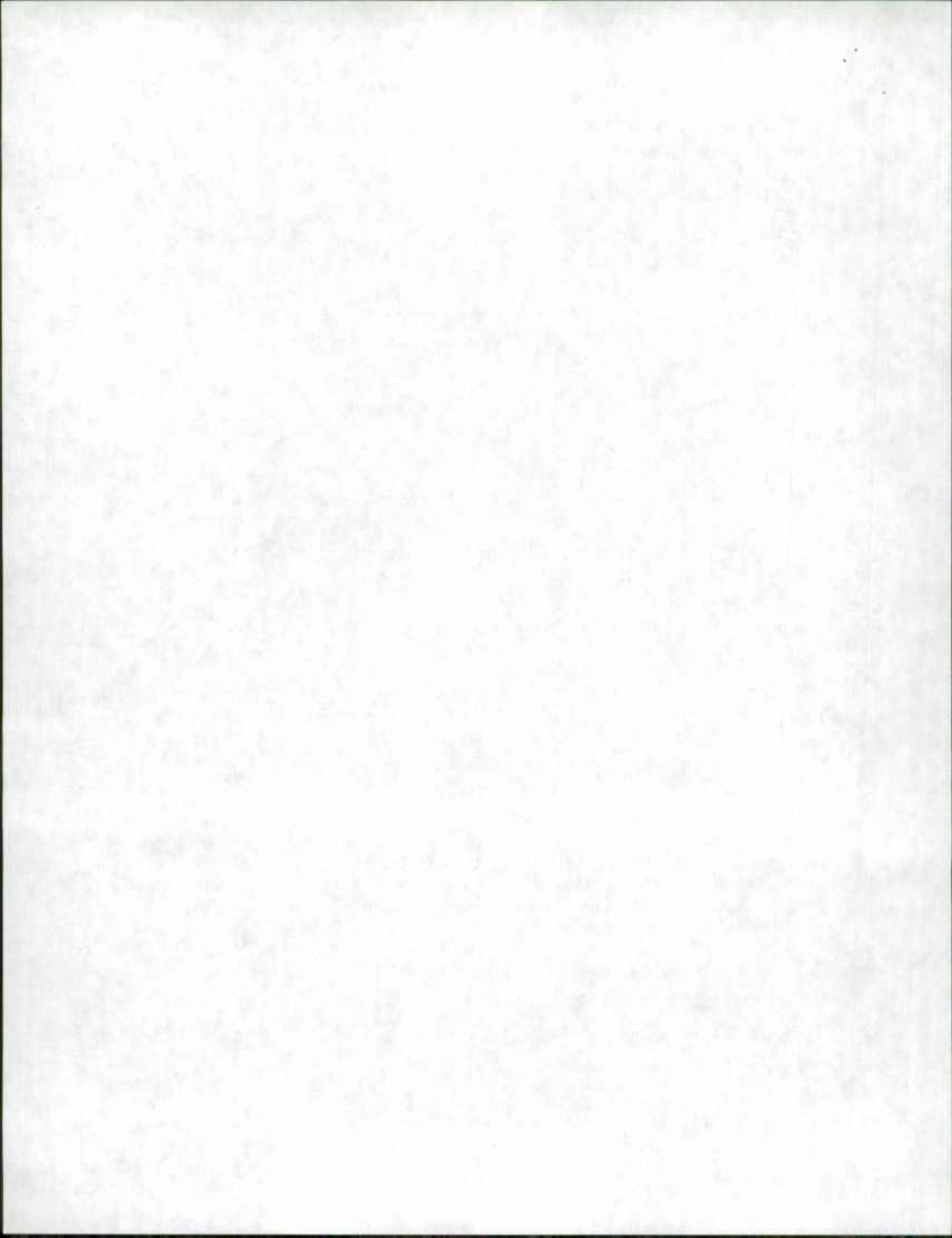
STATE OF MARYLAND, COUNTY OF _____, TO WIT:

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 **PAUL T. HANRAHAN and RODANTHE HANRAHAN, his wife**, who acknowledged themselves to be the Members of Yorktown Farm, LLC, a Maryland limited liability company, and that they, being authorized so to do, executed the foregoing Agreement by themselves as such Members.

WITNESS my hand and Notarial Seal.

My Commission expires:

Notary Public

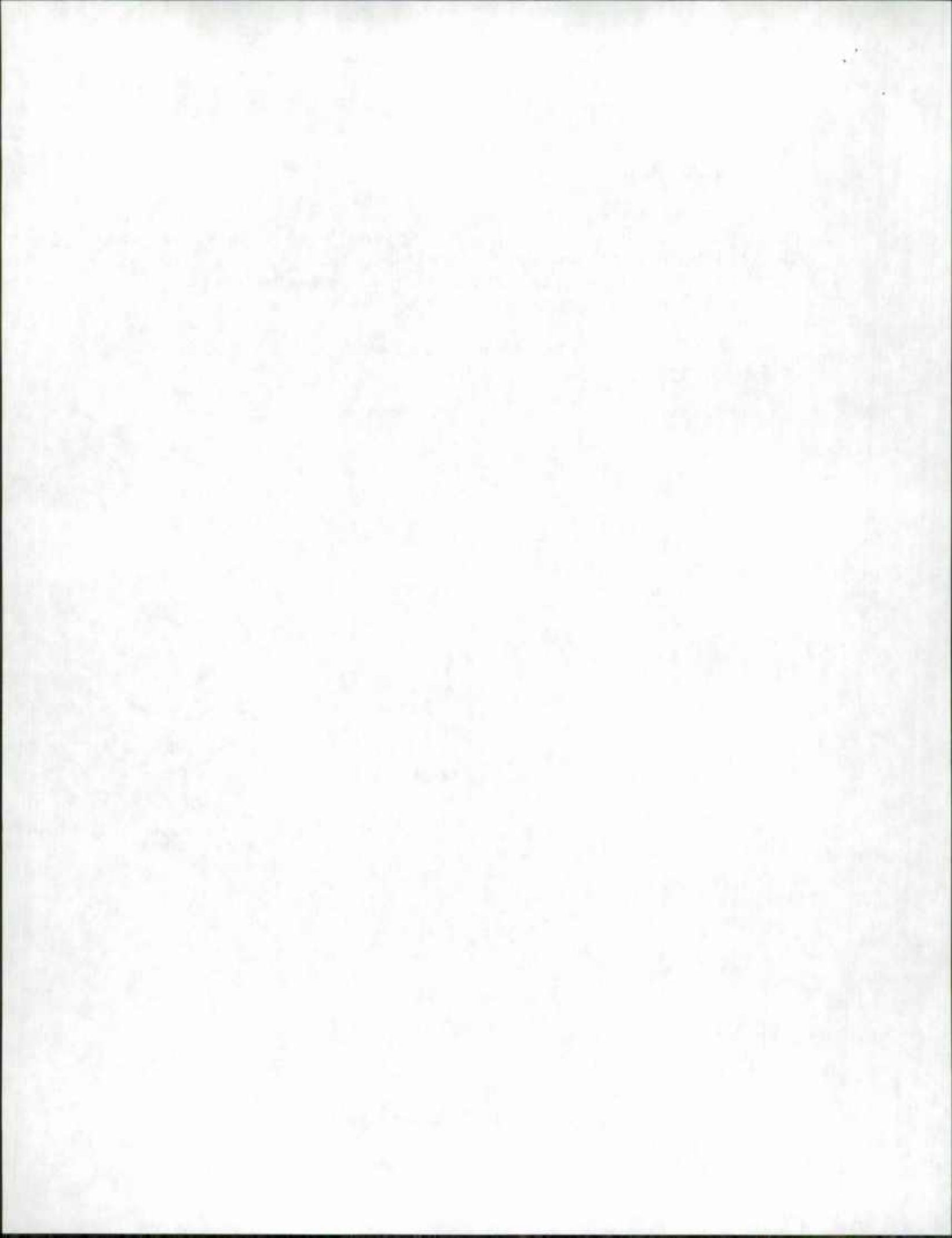


EXHIBIT A

**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:

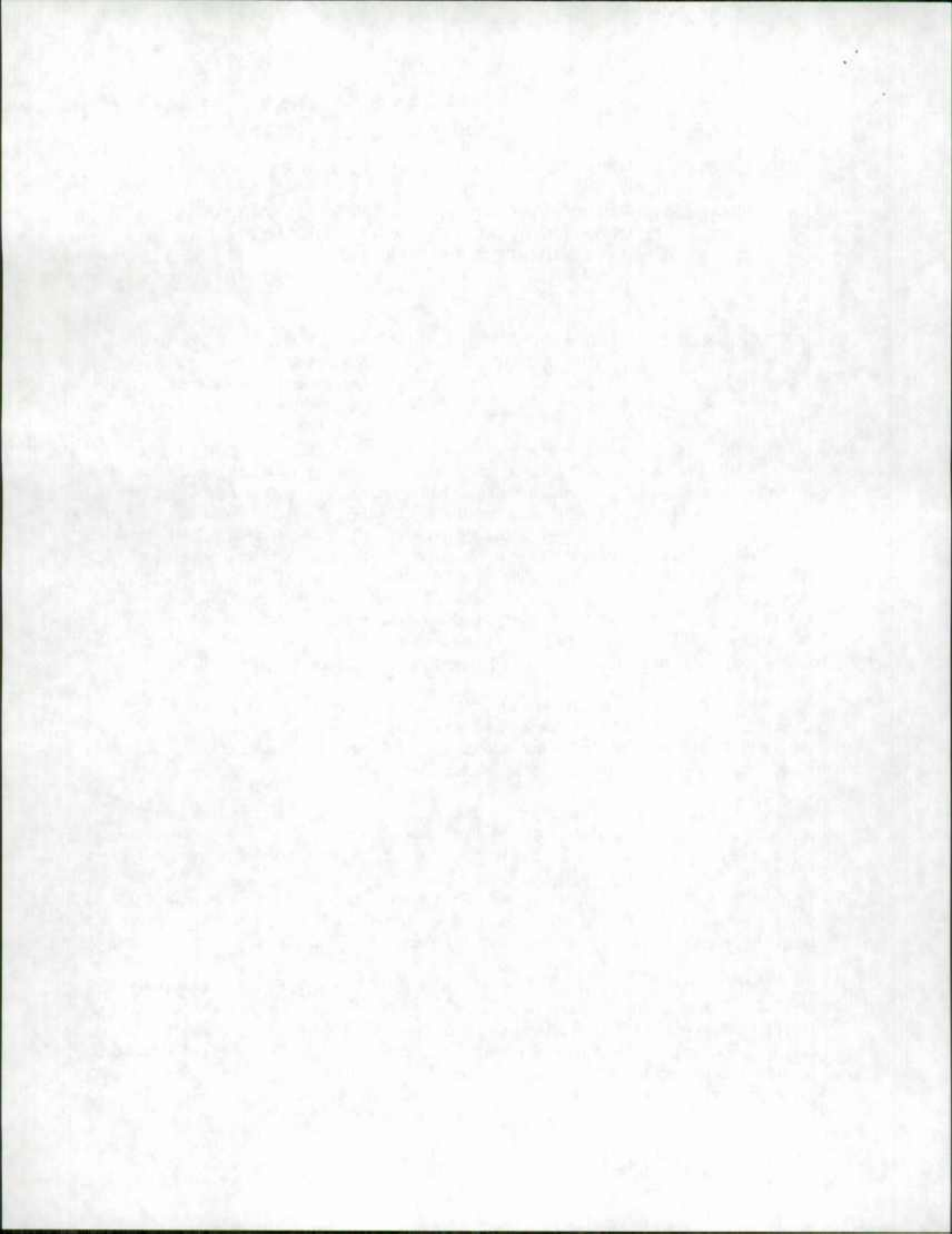
WHEREAS, County and Yorktown Farm, LLC ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June __, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ____, folio ____ ("Surety Declaration"), which applies to Lots 1 and 2 ("Lots") of a subdivision known as "Yorktown Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49," dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, 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

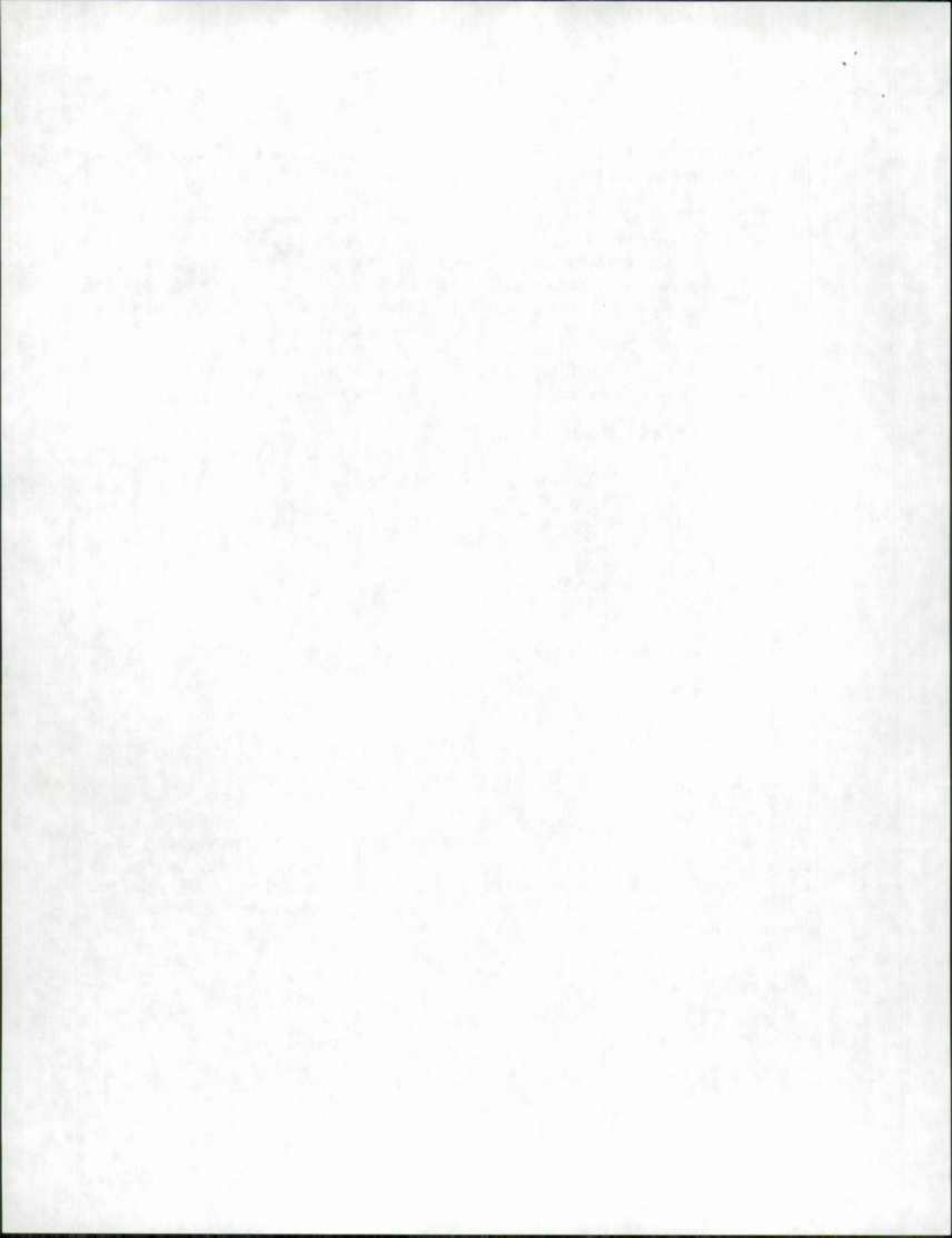


EXHIBIT B

**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:

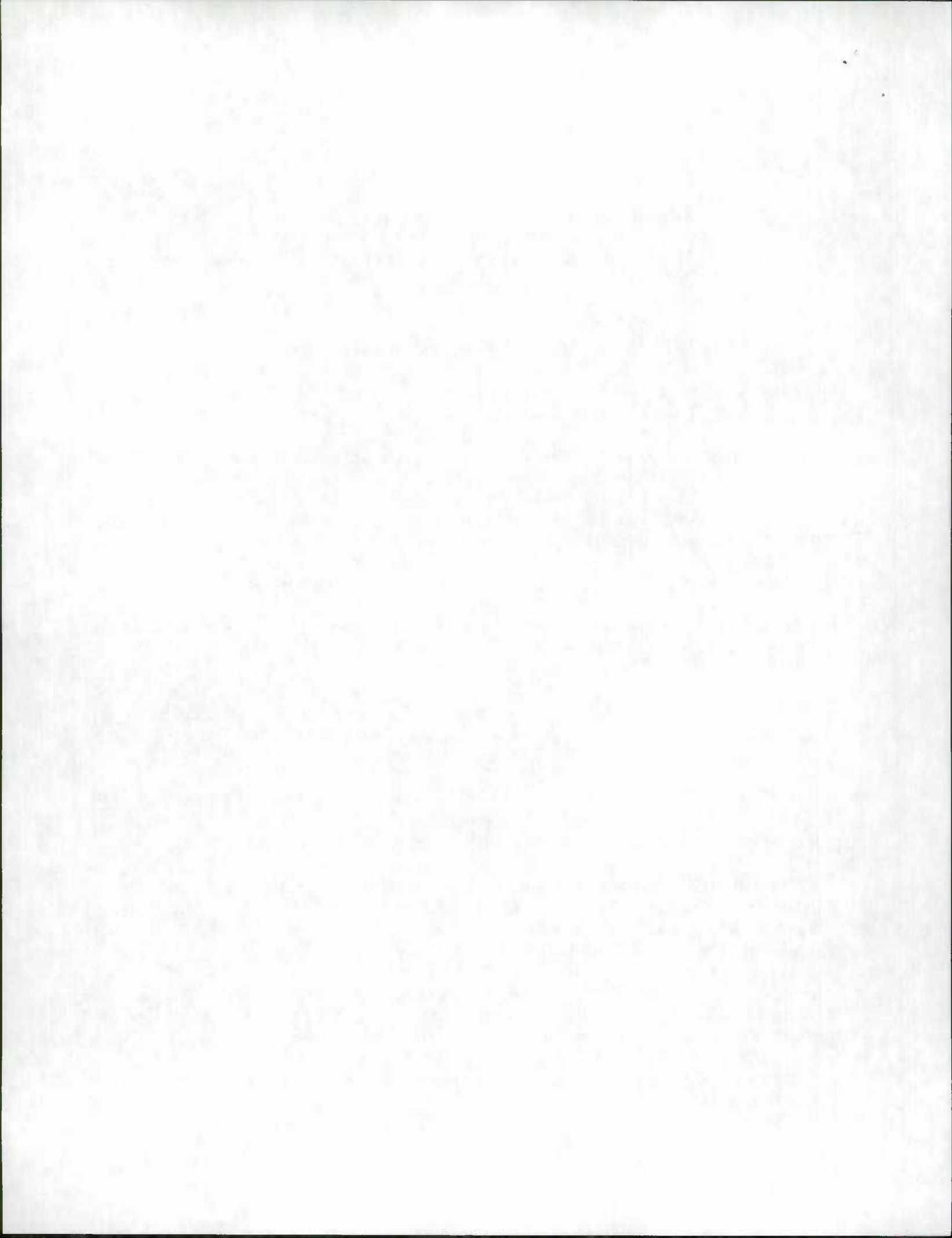
WHEREAS, County and Yorktown Farm, LLC ("Developer") executed a "Critical Area Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June ___, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ___, folio _____ ("Surety Declaration"), which applies to Lots 1 and 2 ("Lots") of a subdivision known as "Yorktown Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49," dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, 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

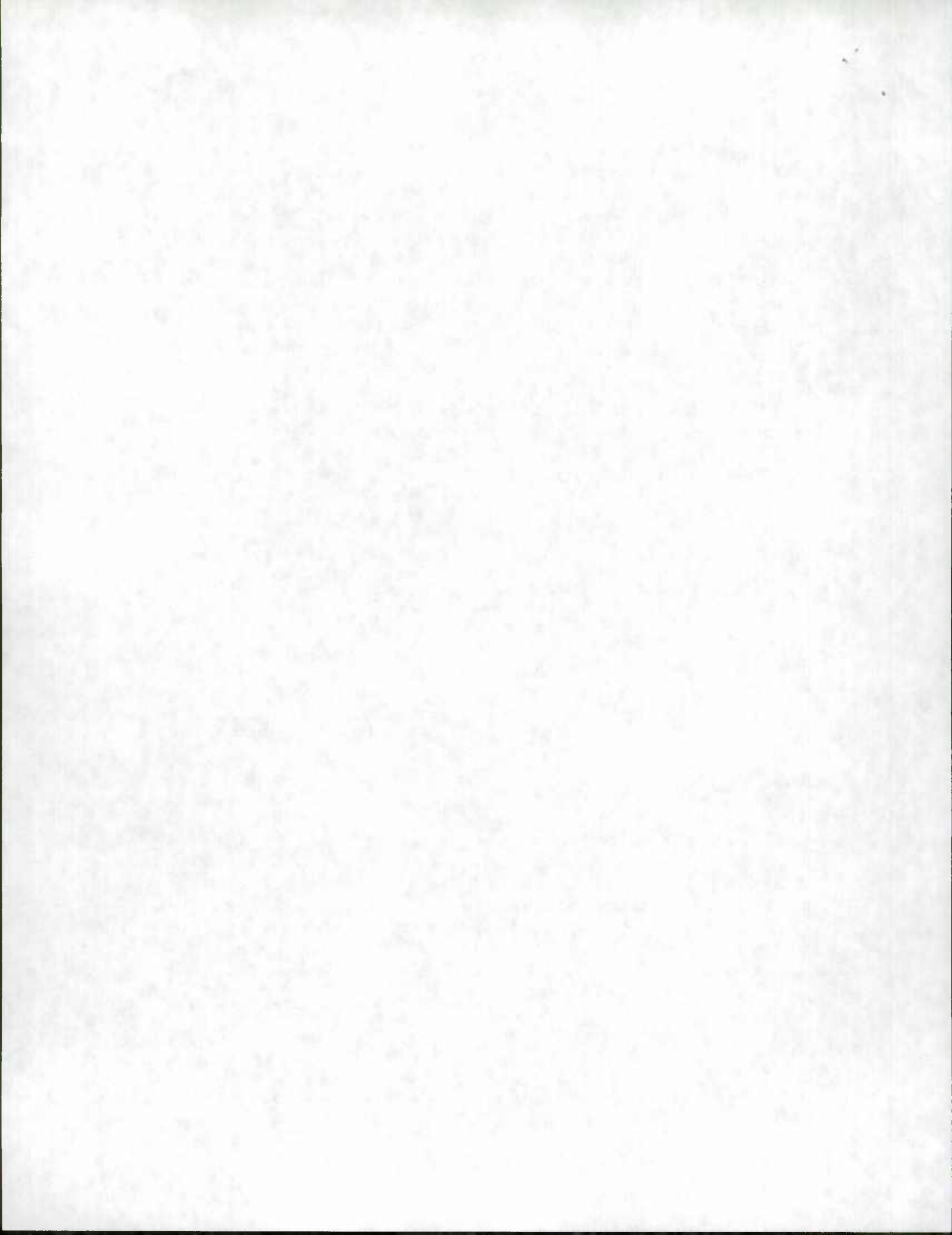


EXHIBIT C

**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:

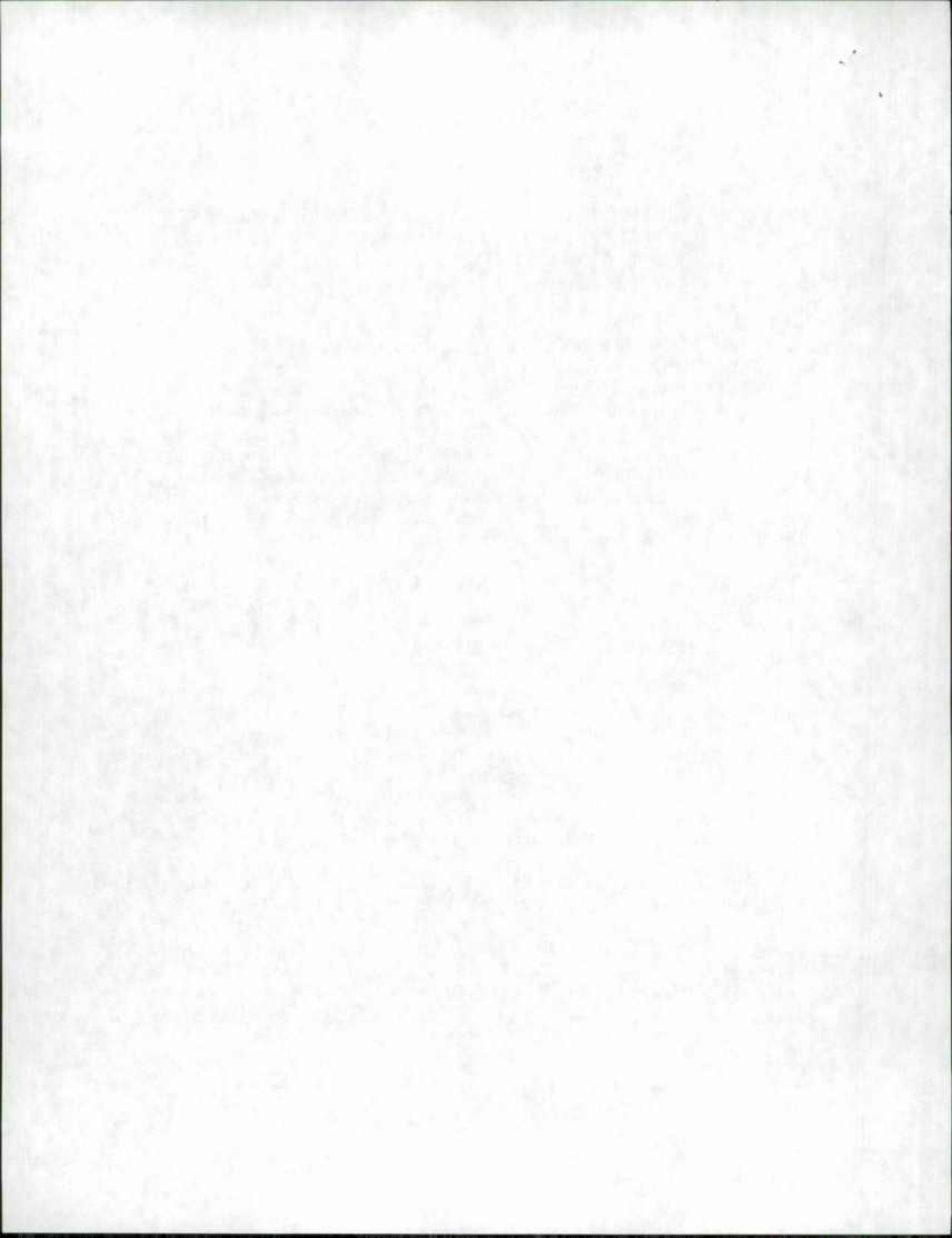
WHEREAS, County and Yorktown Farm, LLC ("Developer") executed a "Critical Area Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June __, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber __, folio _____ ("Surety Declaration"), which applies to Lots 1 and 2 ("Lots") of a subdivision known as "Yorktown Farm" and depicted by a plat titled "SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49," dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC, consisting of sheets 1 through 6, 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

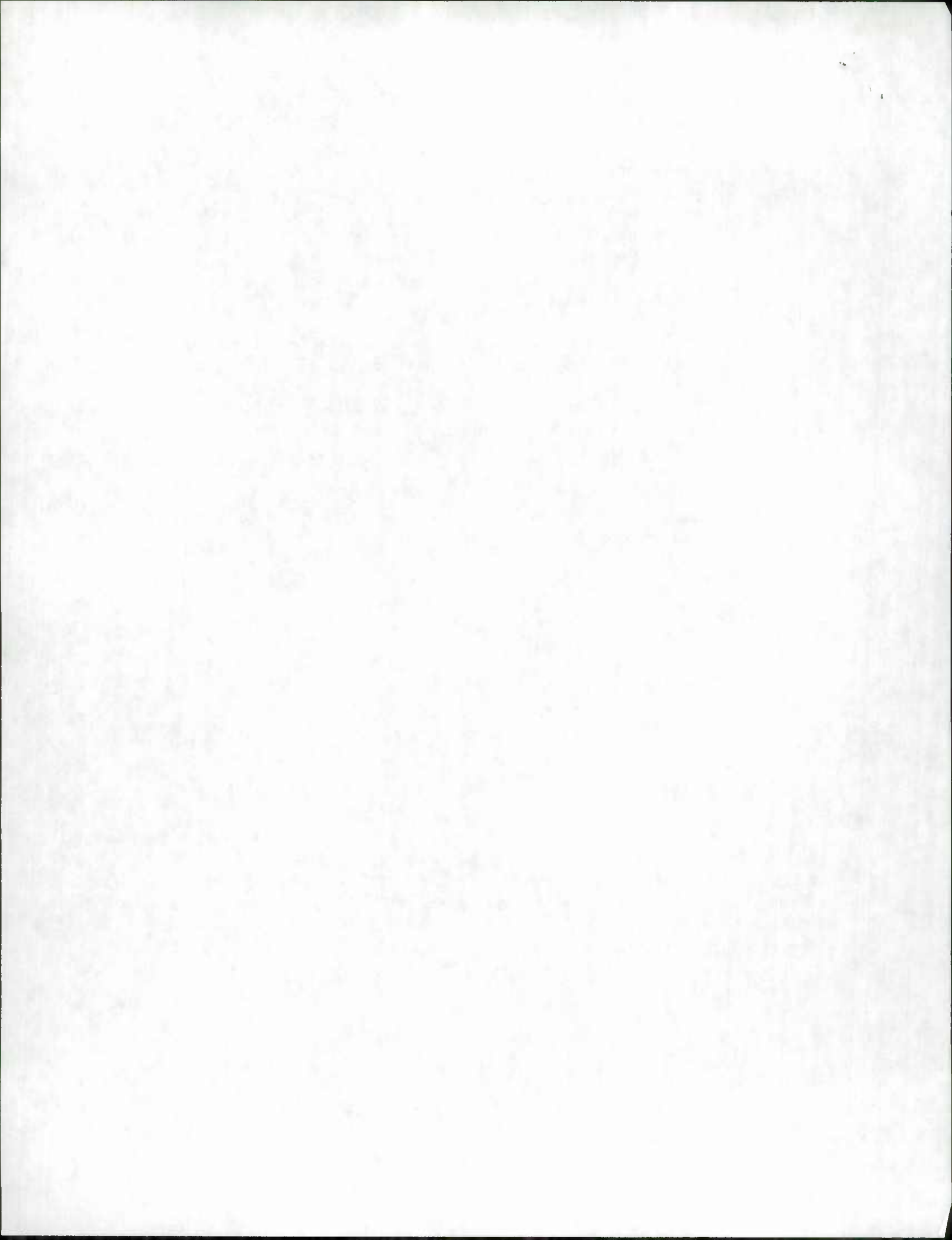
STATE OF MARYLAND, COUNTY OF _____, TO WIT:

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



REC. DIV.
JUN 1 1 2010
CRM 6/10/10

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 **YORKTOWN FARM, LLC**, a Maryland limited liability company ("Grantor"), and **TALBOT COUNTY, MARYLAND**, a Charter County and political subdivision of the State of Maryland ("Grantee").

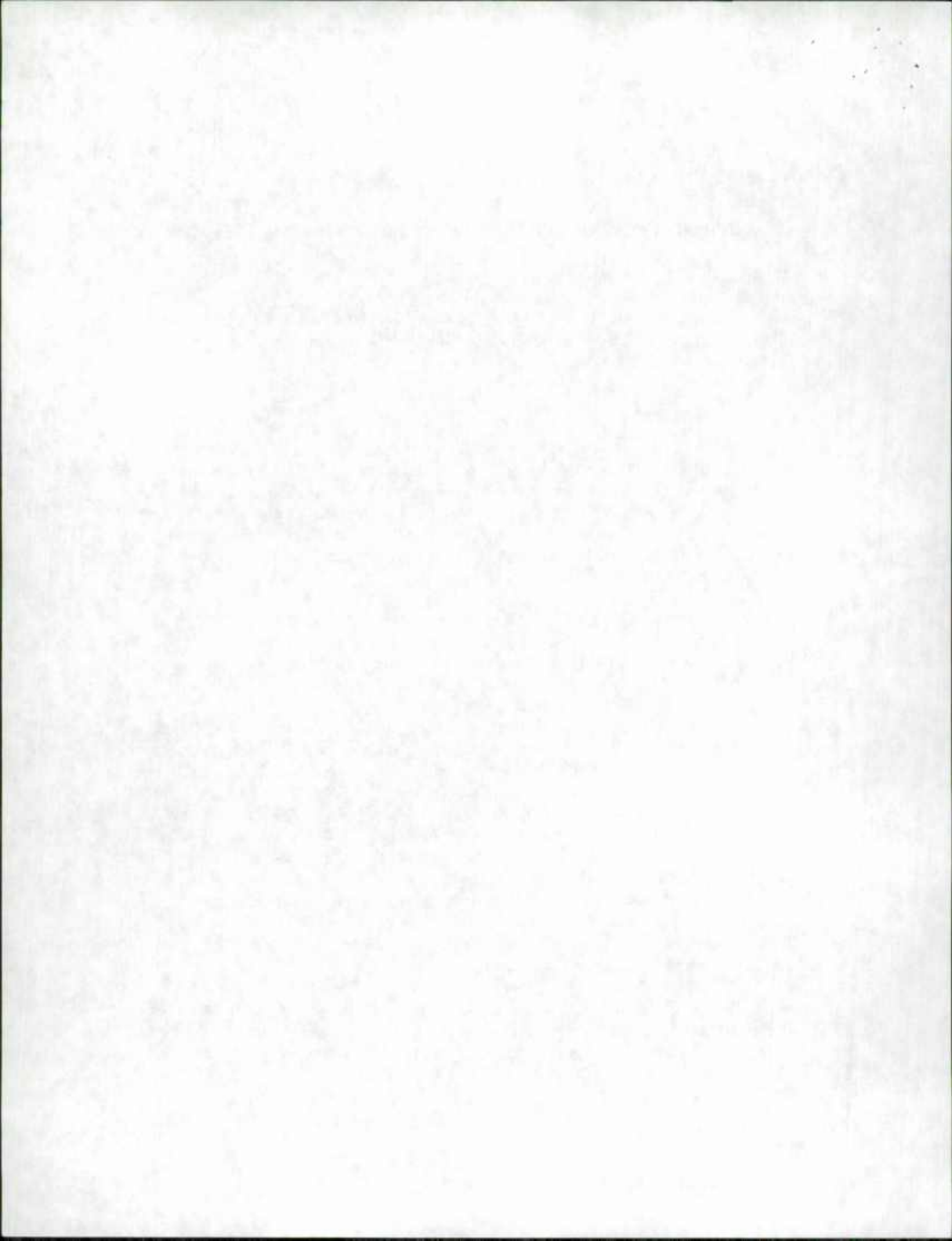
RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land situate in the Fourth Election District of Talbot County, Maryland, designated on Tax Map 10, Grid 10 as Parcel 49, and being the same parcel conveyed by Yorktown Farm, LLC (formerly known as Winodee-on-Wye LLC), a Maryland limited liability company, to Yorktown Farm, LLC, a Maryland limited liability company, by a Deed dated June 25, 2008 and recorded among the Land Records of Talbot County, Maryland, in Liber 1630, folio 648 (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 the 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 aforesaid approval, Grantor has submitted, and the Talbot County Office of Planning & Zoning has approved, a Forest Preservation-Buffer Management Plan and a final subdivision plat titled "SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49," consisting of sheets 1 through 6, dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC (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.

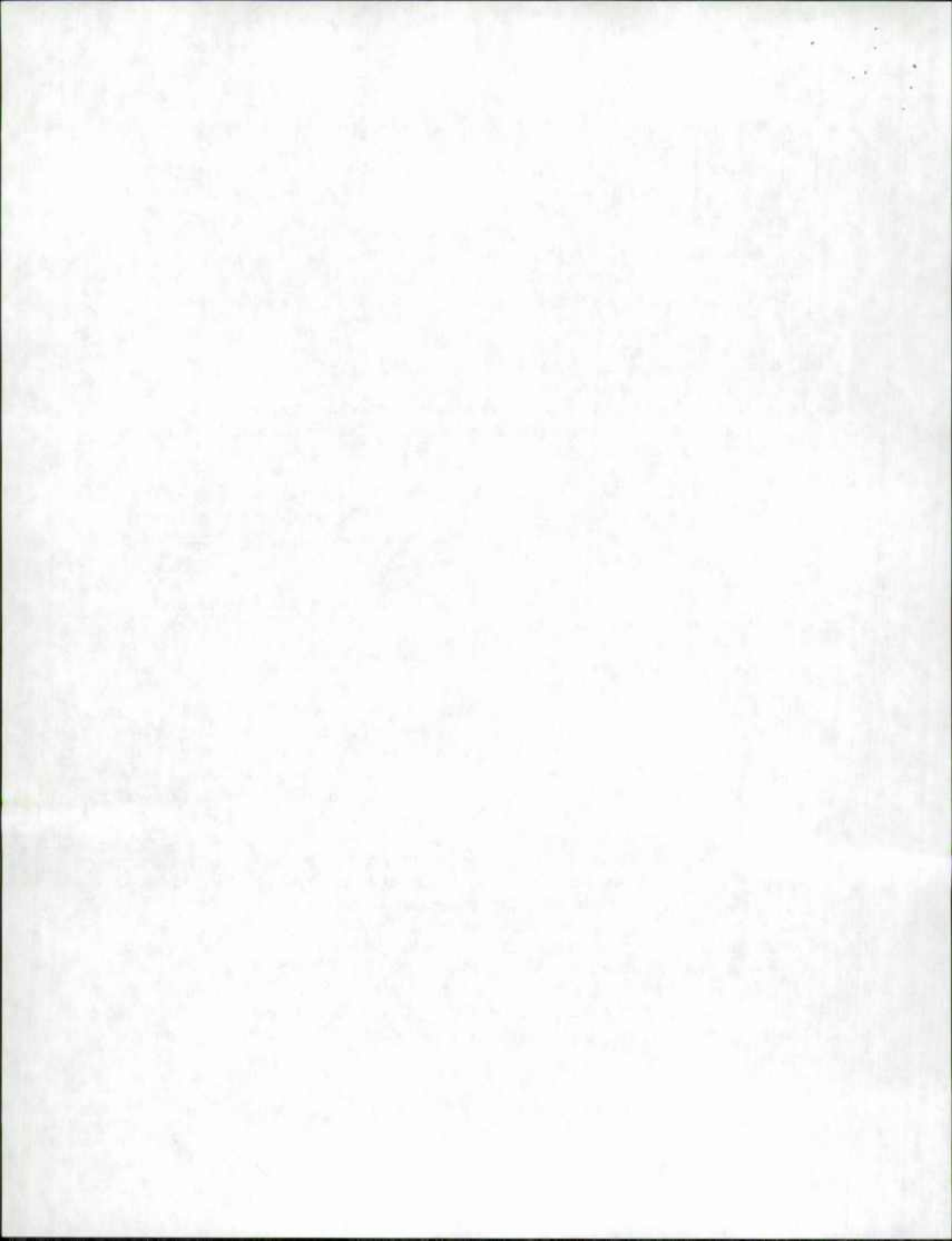
GRANT AND AGREEMENTS

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, its successors 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;

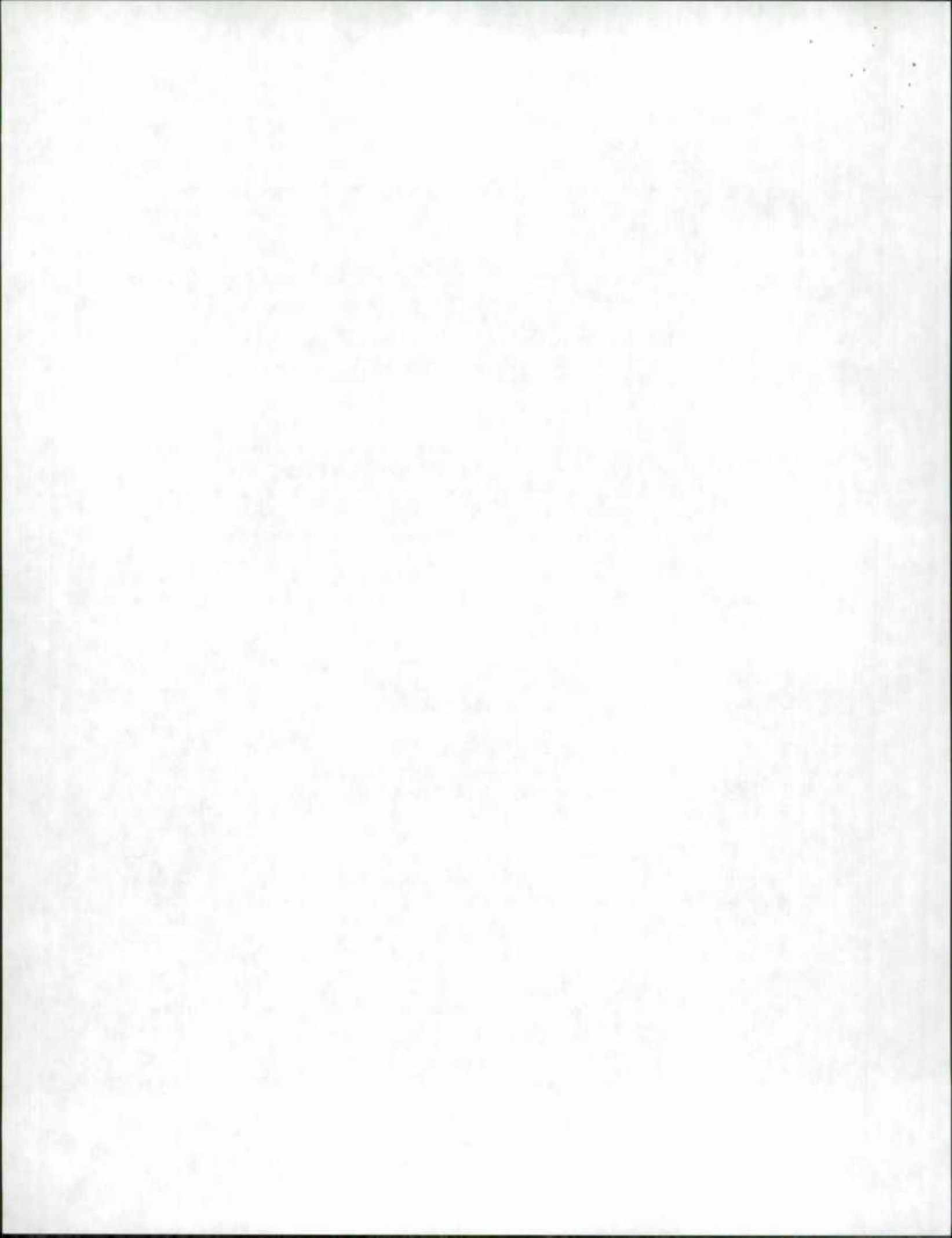
E. Limited clearing and maintenance of a three (3) foot wide path or trail through the forest understory such as may be necessary for access to a water dependent facility.

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.



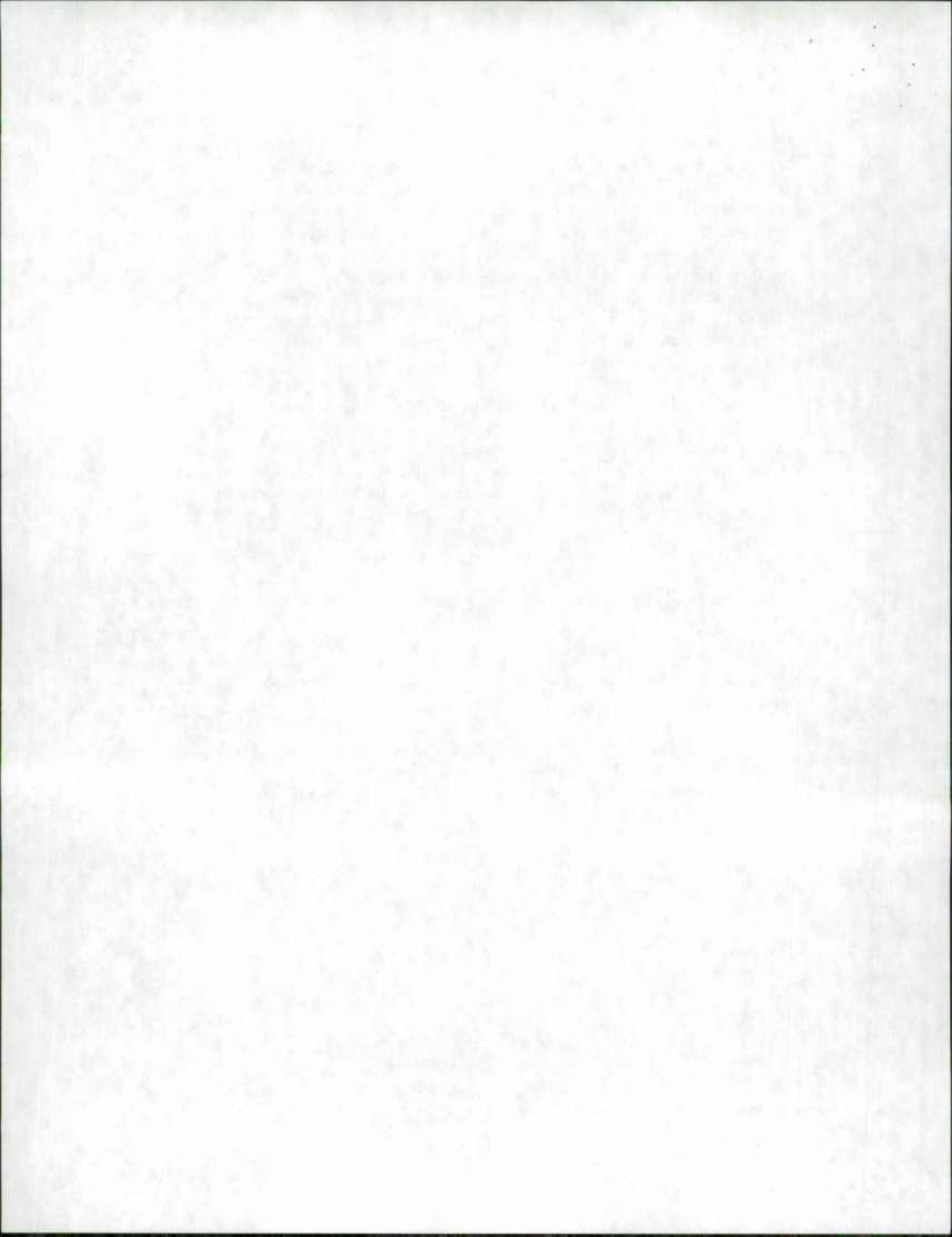
8. Upon any breach of the terms of this Agreement, the Grantee may exercise any or all of the remedies provided in the Talbot County Code including, but not limited to, the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach, to require the restoration of the 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 successors, 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 its successors 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:

YORKTOWN FARM, LLC,
a Maryland limited liability company

By: _____ (SEAL)
Paul T. Hanrahan, Member

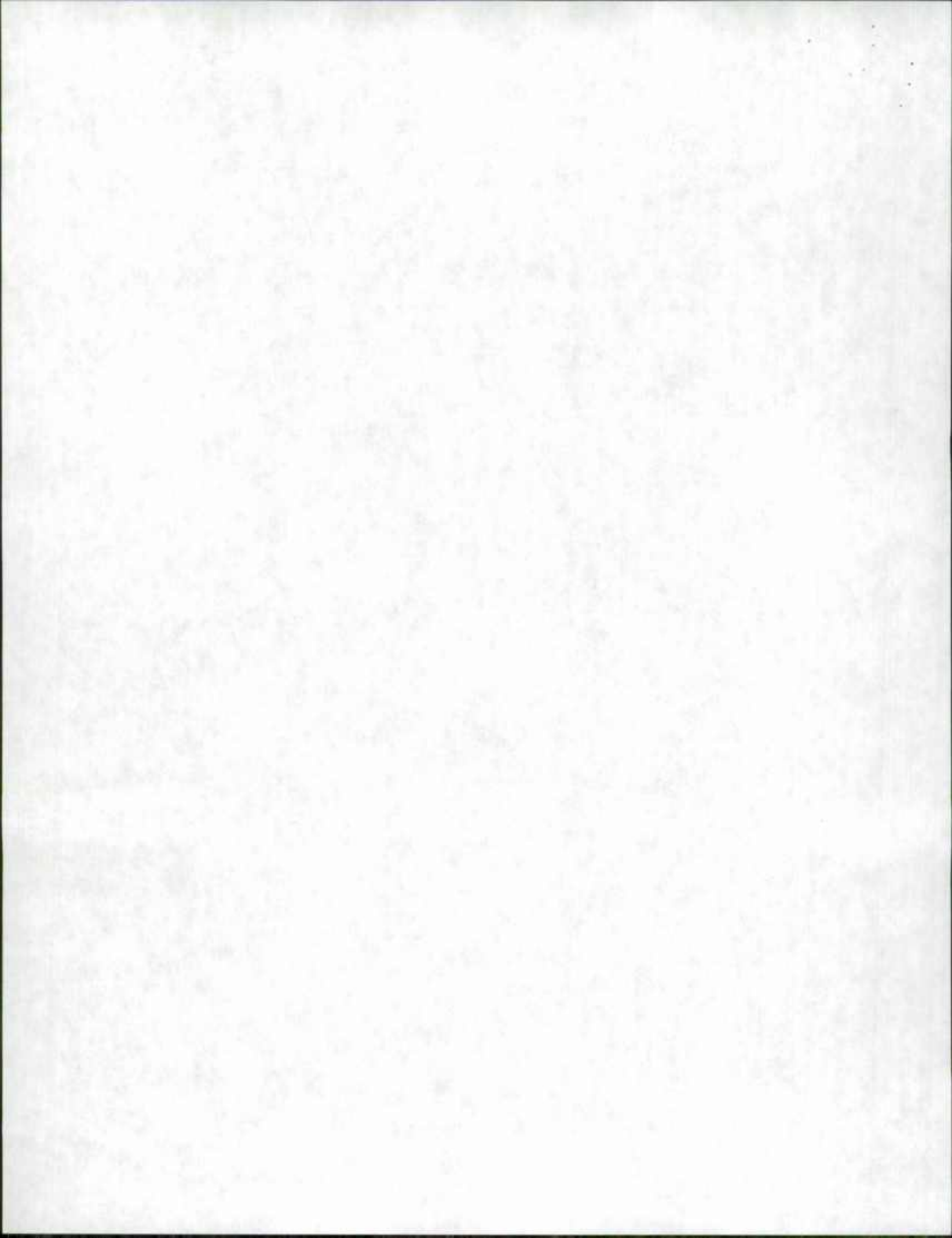
By: _____ (SEAL)
Rodanthe Hanrahan, Member

“Grantor”

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 **PAUL T. HANRAHAN and RODANTHE HANRAHAN**, who acknowledged themselves to be the Members of Yorktown Farm, LLC, a Maryland limited liability company, and that they, being authorized so to do, executed the foregoing Agreement by themselves as such Members.

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

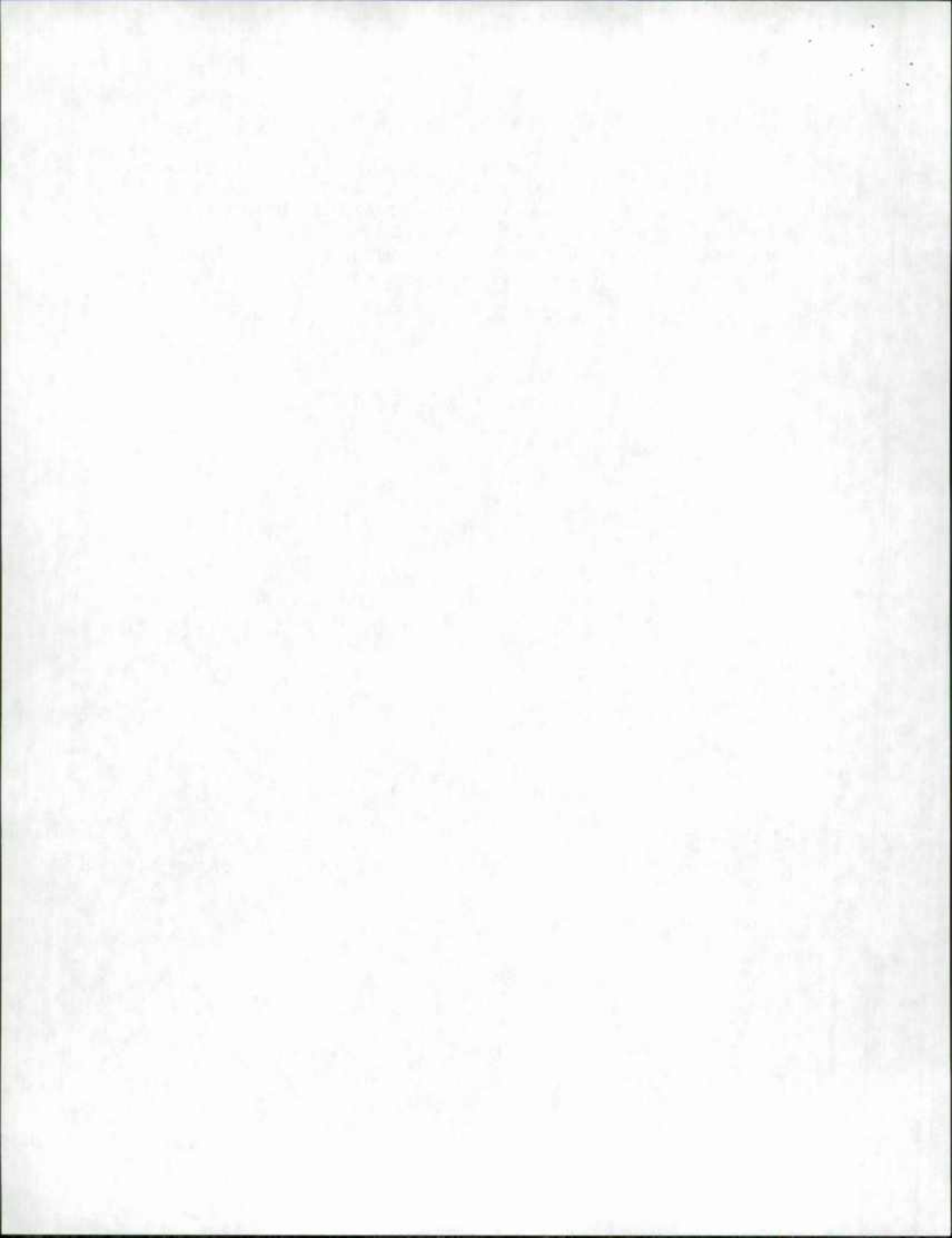


EXHIBIT A

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

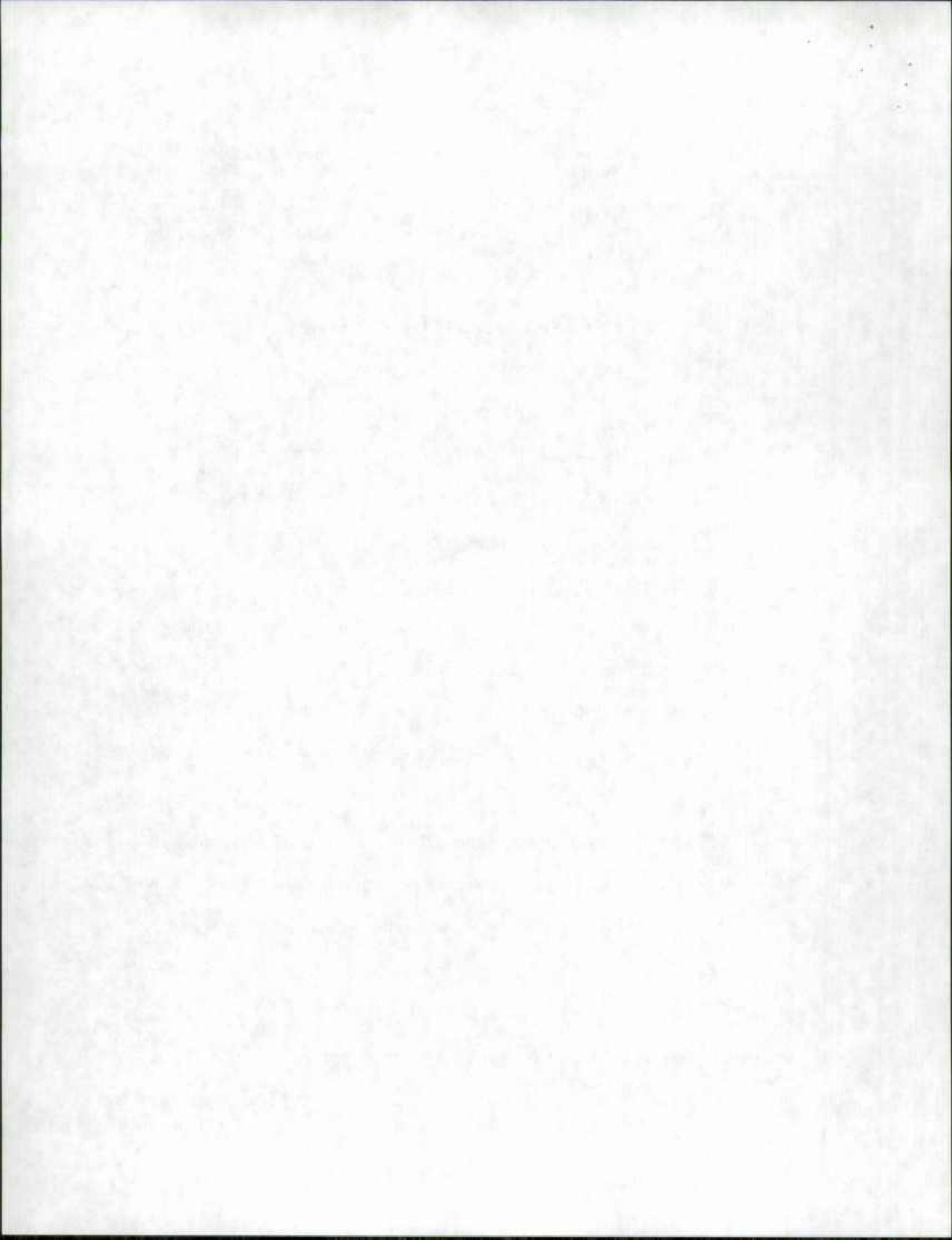
354 Pennsylvania Avenue
Centreville, Maryland 21617
Tel 410-758-2095
Fax 410-758-4422

DESCRIPTION OF
FOREST AND BUFFER PROTECTION AREAS
ON THE LANDS OF
YORKTOWN FARM, LLC
IN THE IN THE FOURTH ELECTION DISTRICT
TALBOT COUNTY, MARYLAND COUNTY, MARYLAND

June 10, 2010

FOREST AND BUFFER PROTECTION AREA "A"

Beginning for the same at a iron rod set, said iron rod set found being on the South 73 degrees 57 minutes 23 seconds West, 1245.76 foot line of Lot 2, as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; said iron rod set also being 81 feet more or less from the waters of Skipton Creek and from said iron rod set and running in the meridian of the Maryland State Plane NAD 83(CORS) South 73 degrees 57 minutes 23 seconds West, 70.36 feet to the True Point of Beginning thence running in, through, over and across, as to include a portion of said Lot 2 the following thirteen courses and distances (1) North 73 degrees 57 minutes 23 seconds East, 272.38 feet to a point; thence (2) South 80 degrees 58 minutes 37 seconds East, 75.93 feet to a point; thence (3) North 87 degrees 32 minutes 46 seconds East, 209.83 feet to a point; thence (4) North 52 degrees 33 minutes

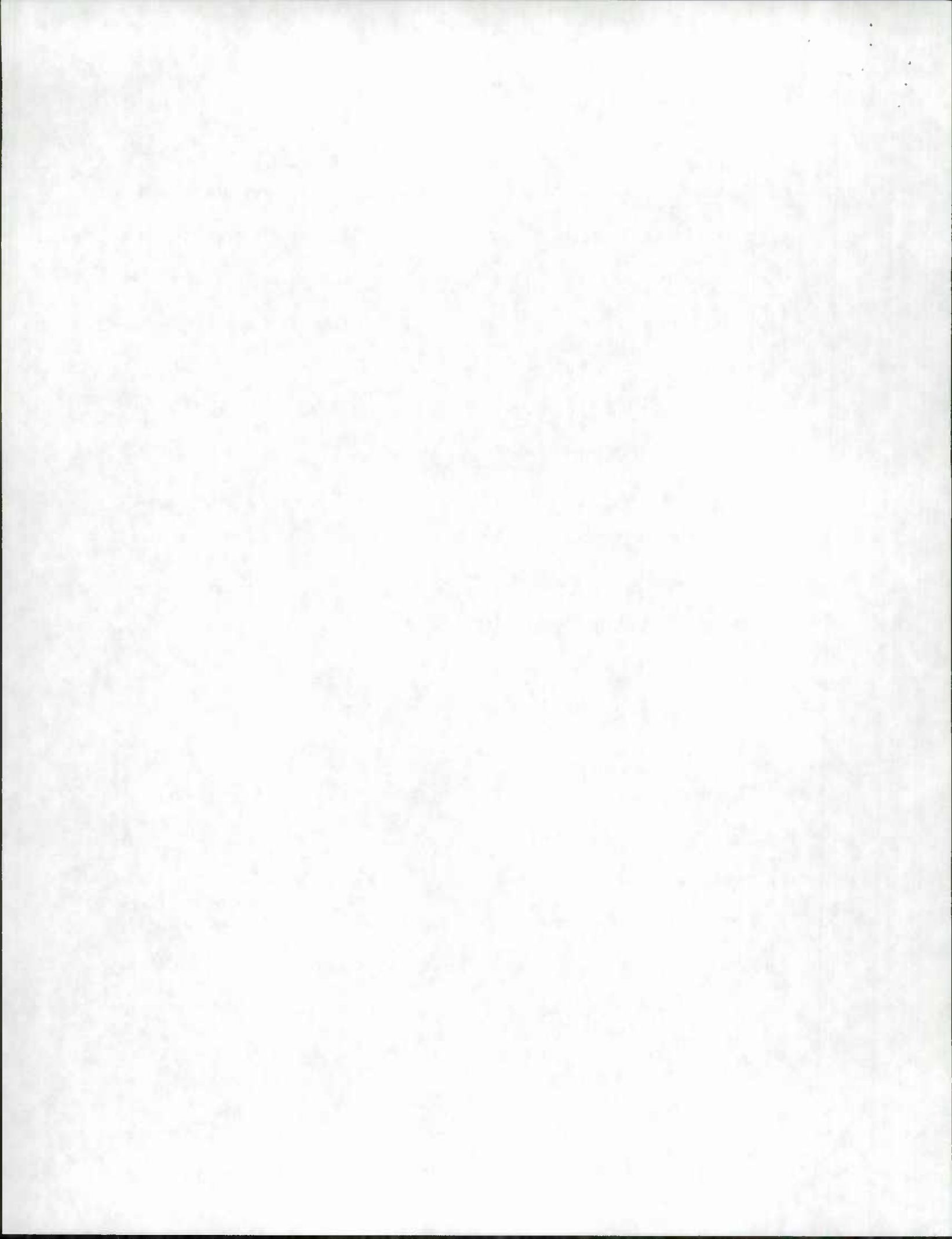


38 seconds East, 149.78 feet to a point; thence (5) North 81 degrees 16 minutes 55 seconds East, 235.86 feet to a point; thence (6) North 86 degrees 04 minutes 20 seconds East, 191.49 feet to a point; thence (7) by and with the arc of a curve deflecting to the right, which has a radius of 1000.00 feet, for a length of 398.82 feet, the tangent of which is 202.10 feet, the chord of which bears South 05 degrees 38 minutes 32 seconds East, 396.18 feet to a point; thence (8) South 87 degrees 14 minutes 36 seconds West, 184.36 feet to a point; thence (9) North 41 degrees 59 minutes 52 seconds West, 119.78 feet to a point; thence (10) South 20 degrees 07 minutes 43 seconds West, 249.17 feet to a point; thence (11) South 88 degrees 00 minutes 44 seconds West, 176.18 feet to a point; thence (12) South 73 degrees 36 minutes 40 seconds West, 303.89 feet to a point; thence (13) North 36 degrees 00 minutes 25 seconds West, 528.65 feet to the Place of Beginning, containing 9.959 Acres of Land, more or less.

FOREST AND BUFFER PROTECTION AREA "B"

Beginning for the same at a point, said point being at the end of the "L1" or North 04 degrees 42 minutes 11 seconds East, 147.10 foot line Lot 2 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; said point also being on the approximate Mean High Water Line of Skipton Creek, and from said point and running in the meridian of the Maryland State Plane NAD 83(CORS) and running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following course and distance North 13 degrees 29 minutes 20 seconds East, 457.25 feet to a point and the True Point of Beginning, thence running in, through, over and across, as to



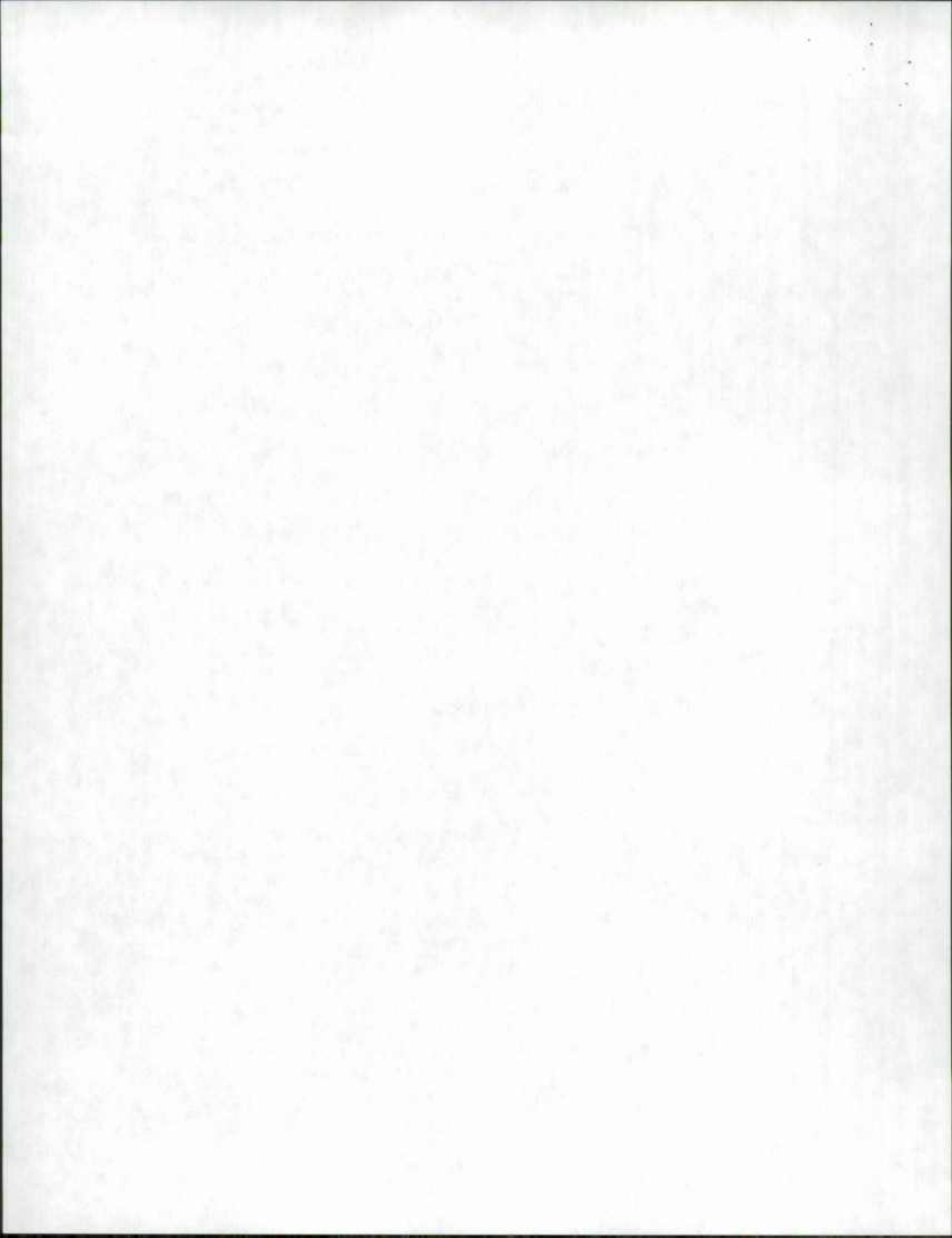


include a portion of said Lot 2 the following seven courses and distances (1) South 83 degrees 43 minutes 44 seconds East, 100.07 feet to a point; thence (2) South 07 degrees 39 minutes 32 seconds West, 151.77 feet to a point; thence (3) South 15 degrees 31 minutes 47 seconds West, 349.93 feet to a point; thence (4) South 66 degrees 50 minutes 55 seconds East, 312.27 feet to a point; thence (5) South 17 degrees 41 minutes 11 seconds East, 118.86 feet to a point; thence (6) South 37 degrees 19 minutes 21 seconds East, 164.86 feet to a point; thence (7) South 73 degrees 57 minutes 23 seconds West, 271.73 feet more or less to the waters of the Skipton Creek; thence running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following three courses and distances (8) North 36 degrees 00 minutes 25 seconds West, 445.22 feet to a point; thence (9) North 03 degrees 09 minutes 01 seconds East, 136.13 feet to a point; thence (10) North 13 degrees 29 minutes 20 seconds East, 457.25 feet to a point; thence To the Place of Beginning, containing 3.942 Acres of Land, more or less.

FOREST AND BUFFER PROTECTION AREA "C"

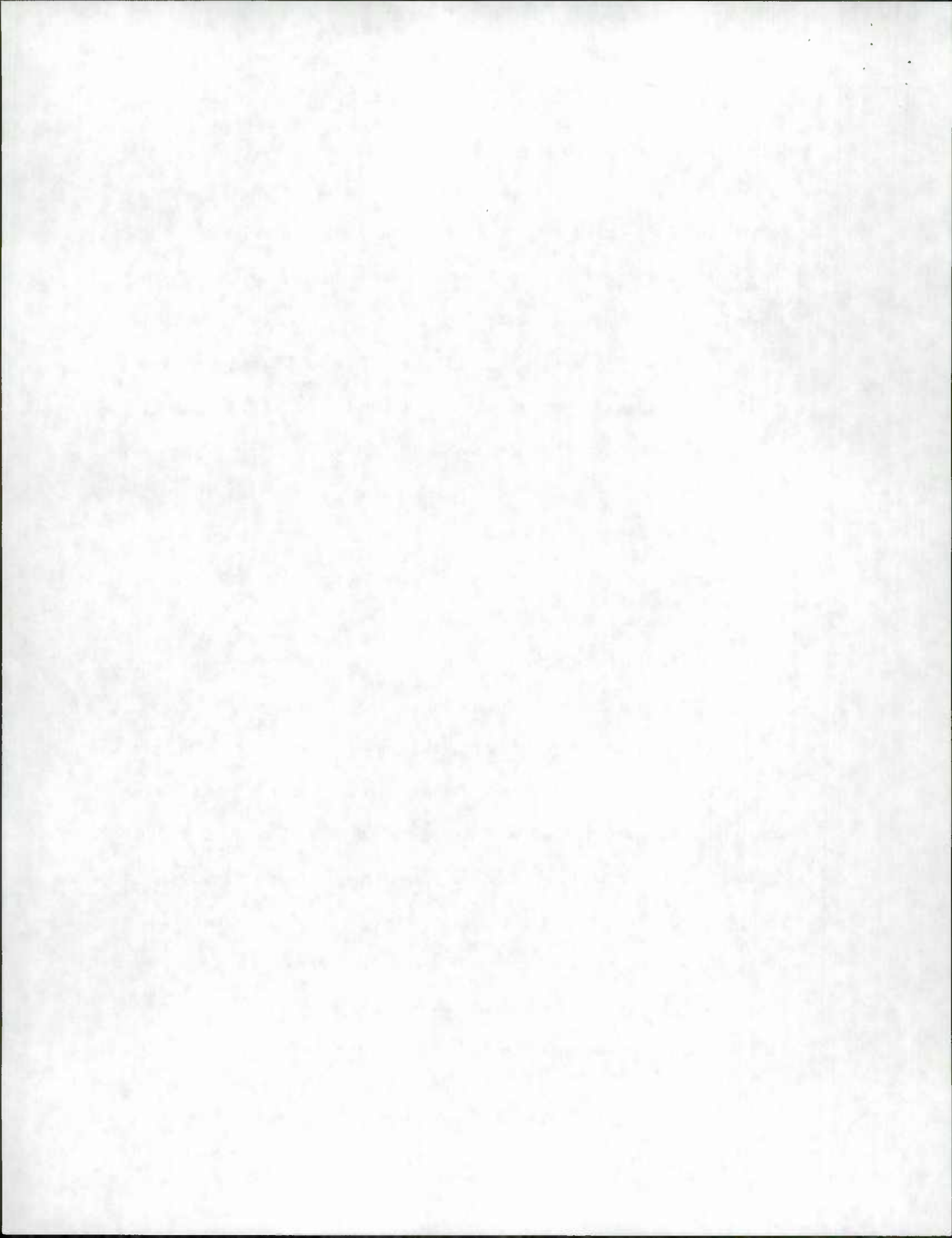
Beginning for the same at a point, said point being at the end of the "L11" or South 43 degrees 28 minutes 15 seconds East, 218.23 foot line Lot 2 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; said point also being on the approximate Mean High Water Line of Skipton Creek, and from said point and running in the meridian of the Maryland State Plane NAD 83(CORS) and running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following





course and distance South 80 degrees 23 minutes 26 seconds East, 168.32 feet to the True Point of Beginning, thence running in, through, over and across, as to include a portion of said Lot 2 the following seven courses and distances (1) South 10 degrees 49 minutes 27 seconds West, 108.64 feet to a point; thence (2) North 77 degrees 24 minutes 48 seconds West, 210.92 feet to a point; thence (3) North 47 degrees 50 minutes 47 seconds West, 198.45 feet to a point; thence (4) South 42 degrees 16 minutes 59 seconds West, 243.33 feet to a point; thence (5) South 11 degrees 03 minutes 25 seconds East, 105.88 feet to a point; thence (6) South 24 degrees 19 minutes 16 seconds West, 81.65 feet to a point; thence (7) South 59 degrees 41 minutes 57 seconds West, 67.33 feet to a point; thence (8) South 20 degrees 15 minutes 03 seconds East, 139.82 feet to a point; thence (9) South 60 degrees 43 minutes 19 seconds West, 46.95 feet to a point; thence (10) North 36 degrees 41 minutes 11 seconds West, 144.63 feet to a point; thence (11) South 86 degrees 35 minutes 01 seconds West, 124.70 feet to a point; thence (12) North 68 degrees 19 minutes 36 seconds West, 89.72 feet to a point; thence (13) North 17 degrees 11 minutes 34 seconds West, 106.29 feet to a point; thence (14) North 63 degrees 37 minutes 11 seconds West, 84.43 feet to a point; thence (15) North 86 degrees 34 minutes 30 seconds West, 417.99 feet to a point; thence (16) South 01 degrees 13 minutes 31 seconds East, 205.42 feet to a point; thence (17) South 00 degrees 31 minutes 14 seconds West, 118.98 feet to a point; thence (18) South 53 degrees 41 minutes 45 seconds East, 80.10 feet to a point; thence (19) South 09 degrees 05 minutes 58 seconds West, 108.83 feet to a point; thence (20) South 66 degrees 20 minutes 15 seconds West, 71.95 feet to a point; thence (21) South 10 degrees 05 minutes 47 seconds West, 123.76 feet to a point; thence (22) North 83 degrees 43 minutes 44 seconds West, 100.23 feet more or less to the waters of



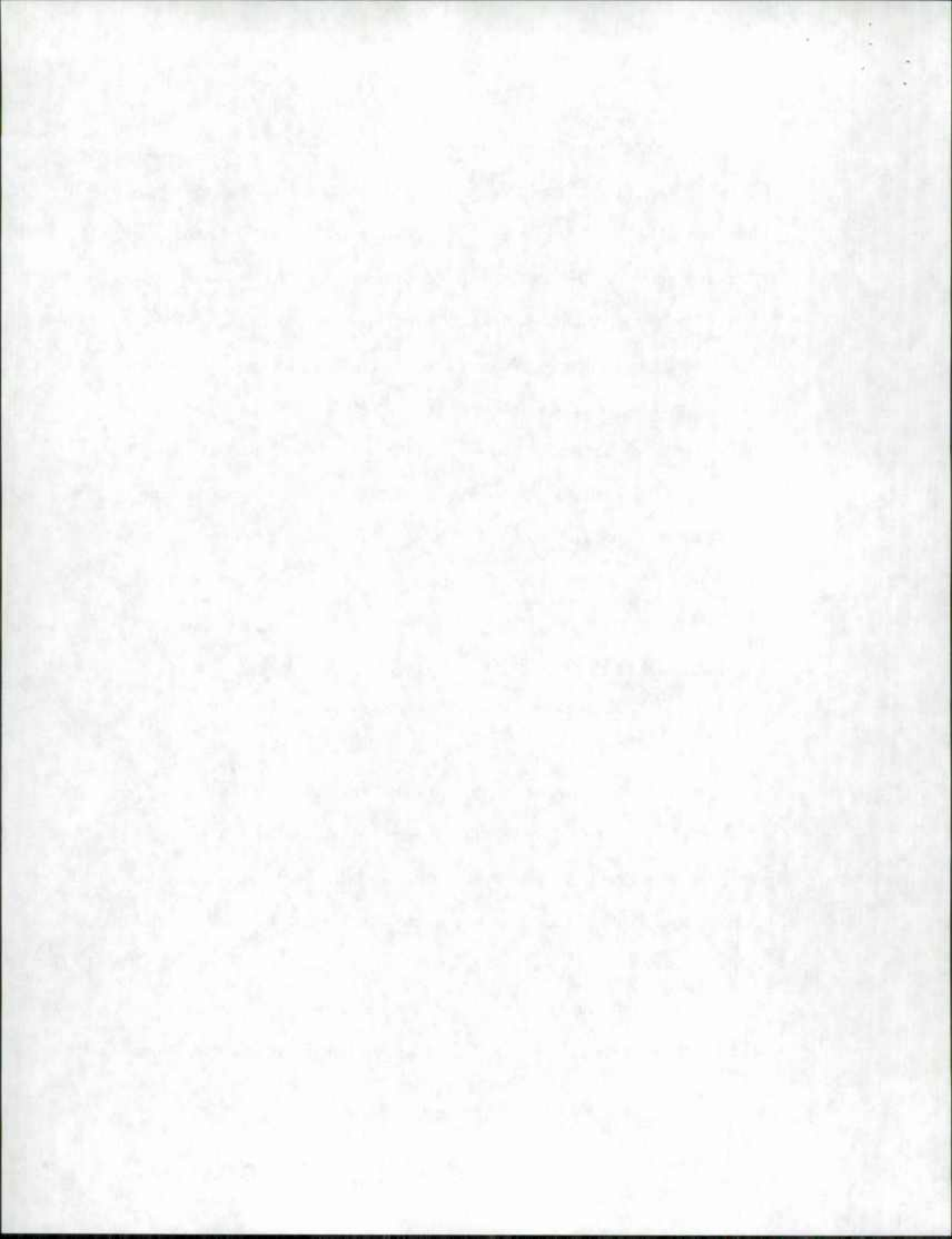


the Skipton Creek; thence running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following ten courses and distances (23) North 06 degrees 18 minutes 06 seconds East, 349.66 feet to a point; thence (24) North 02 degrees 39 minutes 31 seconds West, 446.31 feet to a point; thence (25) North 15 degrees 57 minutes 23 seconds East, 130.87 feet to a point; thence (26) South 30 degrees 35 minutes 18 seconds East, 208.54 feet to a point; thence (27) South 82 degrees 04 minutes 12 seconds East, 630.92 feet to a point; thence (28) North 57 degrees 50 minutes 09 seconds East, 205.71 feet to a point; thence (29) North 44 degrees 03 minutes 39 seconds East, 269.64 feet to a point; thence (30) North 79 degrees 13 minutes 34 seconds East, 95.50 feet to a point; thence (31) South 43 degrees 28 minutes 15 seconds East, 218.23 feet to a point; thence (32) South 80 degrees 23 minutes 26 seconds East, 168.32 feet to the Place of Beginning, containing 7.551 Acres of Land, more or less.

FOREST AND BUFFER PROTECTION AREA "D"

Beginning for the same at a point, said point being said point being at the end of the "L13" or South 42 degrees 05 minutes 45 seconds East, 354.55 foot line Lot 3 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; said point also being on the approximate Mean High Water Line of Skipton Creek, and from said point and running in the meridian of the Maryland State Plane NAD 83(CORS) and by and with said approximate Mean High line of Skipton Creek and many meanderings thereof generally the following course and distance South 59 degrees 15 minutes 01 seconds East, 213.36 feet to the True Point of



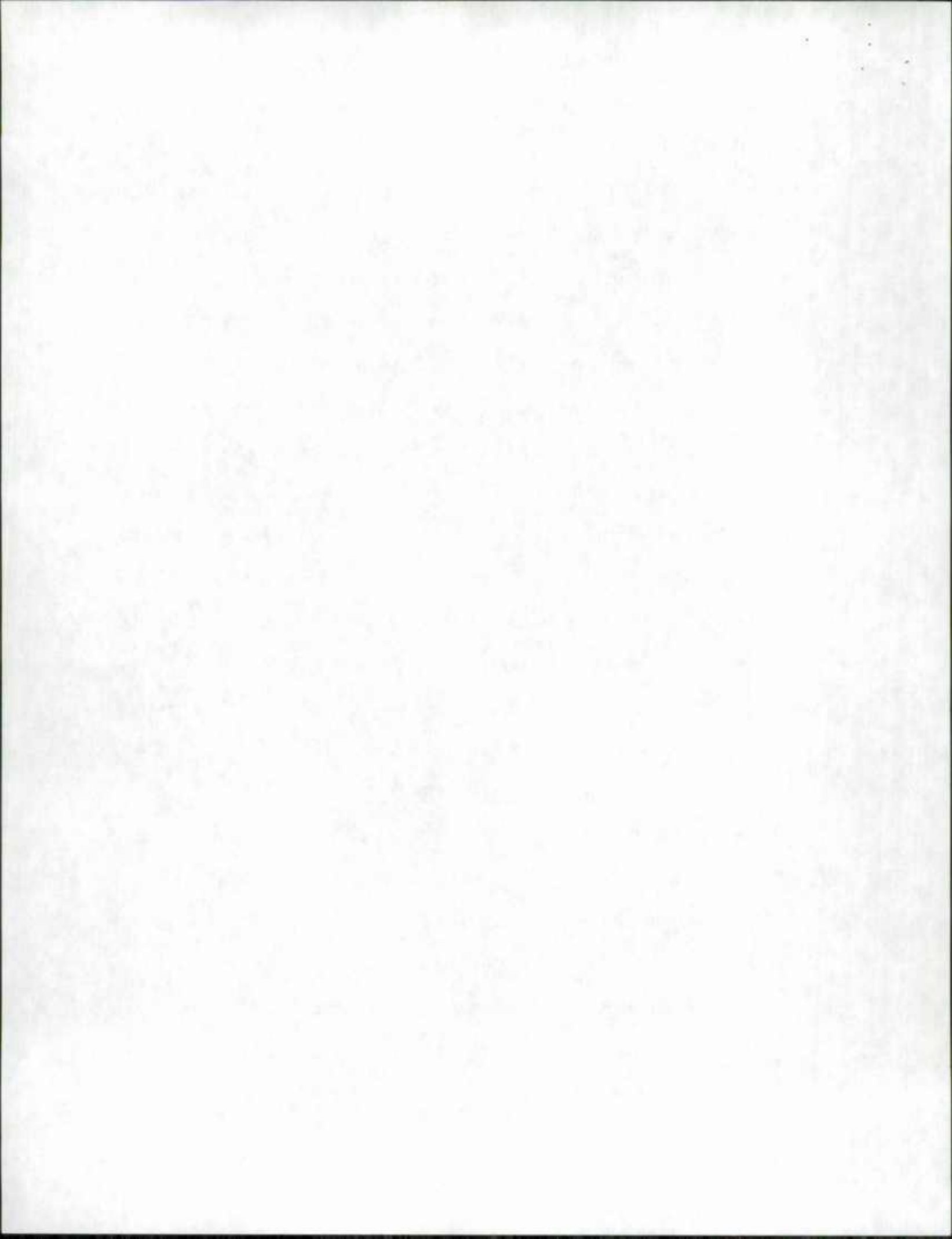


Beginning; thence running in, through, over and across as to include a portion thereof said Lot 3 the following ten courses and distances (1) South 10 degrees 47 minutes 10 seconds West, 222.00 feet to a point; thence (2) North 80 degrees 39 minutes 56 seconds West, 28.23 feet to a point; thence (3) South 28 degrees 02 minutes 34 seconds West, 86.06 feet to a point; thence (4) North 86 degrees 44 minutes 50 seconds West, 86.15 feet to a point; thence (5) North 00 degrees 24 minutes 42 seconds East, 115.58 feet to a point; thence (6) North 53 degrees 19 minutes 25 seconds West, 139.35 feet to a point; thence (7) North 19 degrees 41 minutes 22 seconds West, 174.59 feet to a point; thence (8) North 25 degrees 15 minutes 57 seconds East, 68.23 feet to a point; thence (9) North 40 degrees 35 minutes 23 seconds West, 152.34 feet to a point; thence (10) North 10 degrees 49 minutes 27 seconds East, 114.98 feet more or less to the waters of the Skipton Creek; thence running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following two courses and distances (11) South 41 degrees 35 minutes 38 seconds East, 347.47 feet to a point; thence (12) South 59 degrees 15 minutes 01 seconds East, 213.36 feet to the Place of Beginning, containing 2.634 Acres of Land, more or less.

FOREST AND BUFFER PROTECTION AREA"E"

Beginning for the same at a point, said point being the northeasterly property corner of Lot 4 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; said point also being on the approximate Mean High Water Line of Skipton Creek, and from said point and running in the meridian of the Maryland State Plane NAD 83(CORS) and running by and with the



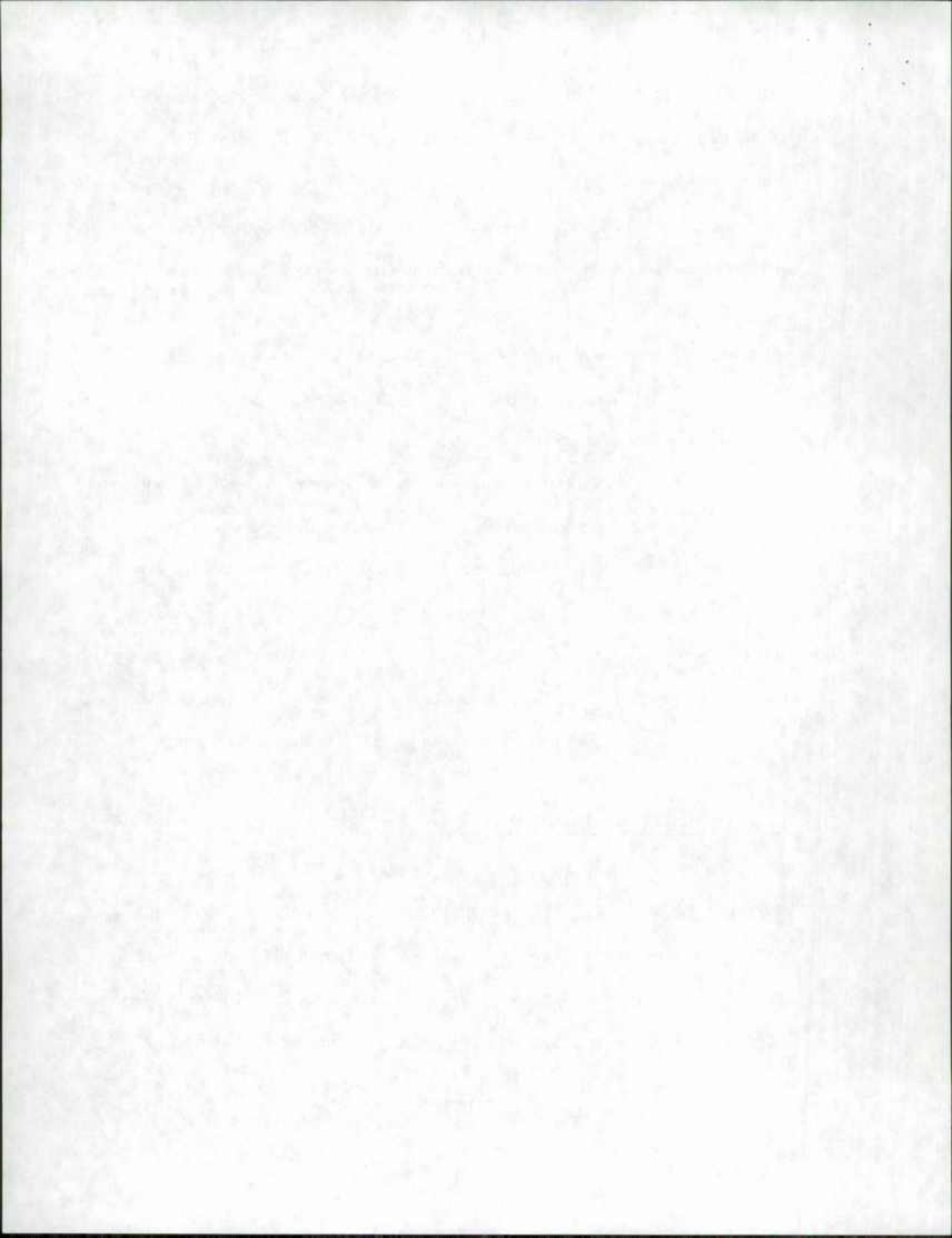


said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following course and distance North 88 degrees 11 minutes 12 seconds West, 7.53 feet to the True Point of Beginning; thence running in, through, over and across, as to include a portion of said Lot 4 the following nine courses and distances (1) South 06 degrees 45 minutes 10 seconds West, 215.26 feet to a point; thence (2) South 34 degrees 48 minutes 04 seconds East, 117.80 feet to a point; thence (3) North 65 degrees 49 minutes 33 seconds West, 84.99 feet to a point; thence (4) North 25 degrees 11 minutes 21 seconds West, 90.42 feet to a point; thence (5) North 02 degrees 44 minutes 35 seconds East, 98.25 feet to a point; thence (6) North 87 degrees 15 minutes 25 seconds West, 124.94 feet to a point; thence (7) South 15 degrees 30 minutes 49 seconds West, 80.00 feet to a point; thence (8) South 60 degrees 20 minutes 33 seconds West, 106.76 feet to a point; thence (9) North 10 degrees 47 minutes 10 seconds East, 232.75 feet more or less to the waters of the Skipton Creek; thence running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following course and distance (10) South 88 degrees 03 minutes 37 seconds East, 264.96 feet to the Place of Beginning, containing 1.056 Acres of Land, more or less.

FOREST AND BUFFER PROTECTION AREA "F"

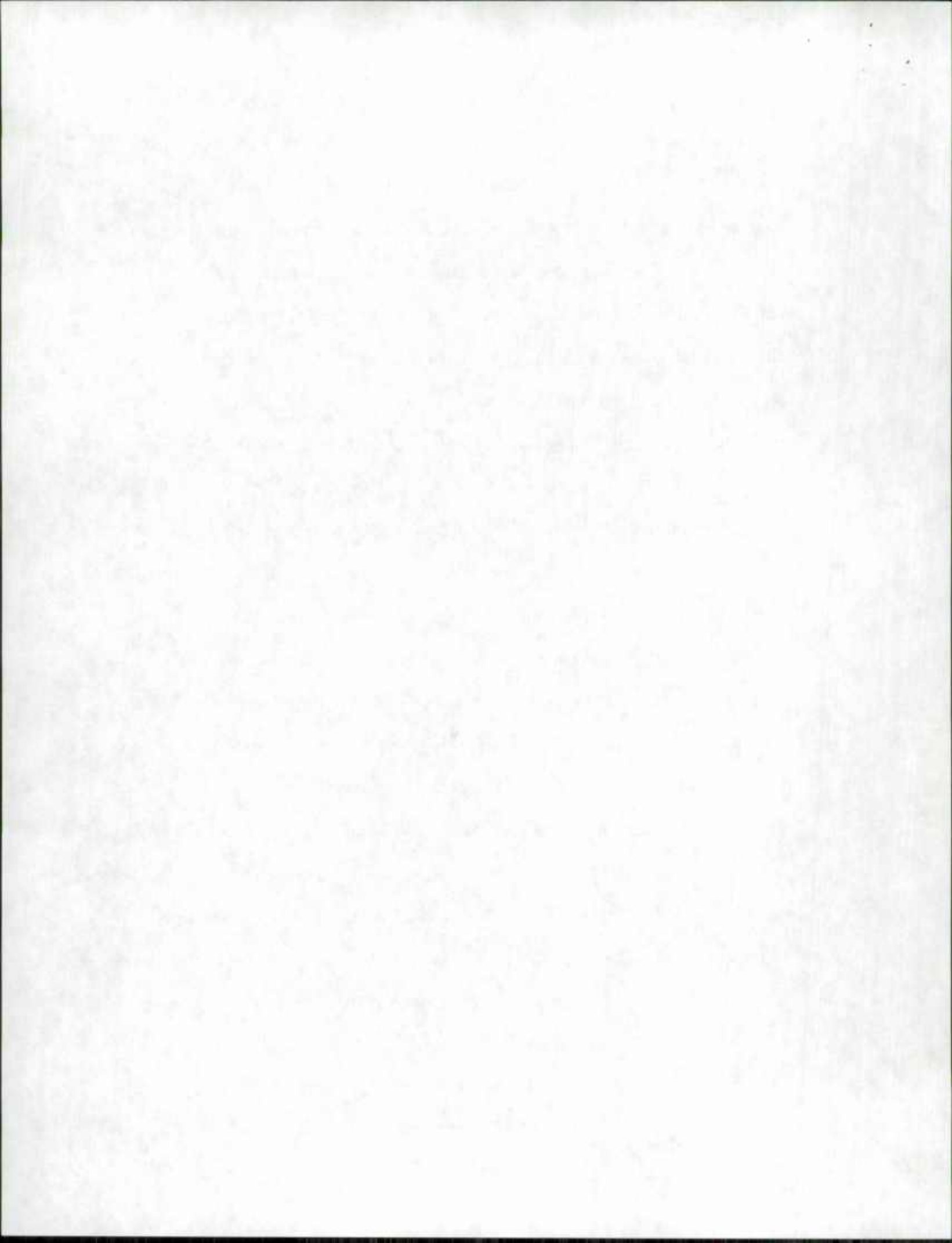
Beginning for the same at point, said point being 20.74 feet from the end of the South 33 degrees 46 minutes 45 seconds East, 612.42 foot line of Lot 2 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; and from said Place of Beginning and running in the meridian of the





Maryland State Plane NAD 83(CORS) following course and distance, by and with the arc of a curve deflecting to the right, which has a radius of 1000.00 feet for a length of 10.02 feet, the tangent of which is 5.01 feet, the chord of which bears South 52 degrees 11 minutes 54 seconds West 10.02 feet to the True Point of Beginning; thence running in, through, over and across, as to include a portion of said Lot 2 the following twenty-three courses and distances (1) by and with the arc of a curve deflecting to the right, which has a radius of 1000.00 feet, for a length of 332.30 feet, the tangent of which is 167.69 feet, the chord of which bears South 62 degrees 00 minutes 18 seconds West 330.77 feet to a point; thence (2) North 30 degrees 54 minutes 53 seconds West, 138.18 feet to a point; thence (3) North 52 degrees 00 minutes 57 seconds East, 223.76 feet to a point; thence (4) North 35 degrees 27 minutes 23 seconds West, 108.06 feet to a point; thence (5) North 26 degrees 34 minutes 32 seconds West, 183.43 feet to a point; thence (6) South 52 degrees 16 minutes 54 seconds West, 221.26 feet to a point; thence (7) South 63 degrees 28 minutes 09 seconds West, 173.48 feet to a point; thence (8) North 04 degrees 07 minutes 59 seconds East, 46.96 feet to a point; thence (9) North 66 degrees 01 minutes 43 seconds East, 115.26 feet to a point; thence (10) North 00 degrees 00 minutes 00 seconds East, 143.89 feet to a point; thence (11) North 53 degrees 52 minutes 40 seconds West, 290.66 feet to a point; thence (12) South 46 degrees 34 minutes 11 seconds West, 117.98 feet to a point; thence (13) North 43 degrees 25 minutes 49 seconds West, 57.95 feet to a point; thence (14) North 46 degrees 34 minutes 11 seconds East, 75.10 feet to a point; thence (15) North 43 degrees 25 minutes 49 seconds West, 215.61 feet to a point; thence (16) North 17 degrees 05 minutes 27 seconds West, 181.13 feet to a point; thence (17) North 07 degrees 29 minutes 01 seconds West, 402.78 feet to a point; thence (18)

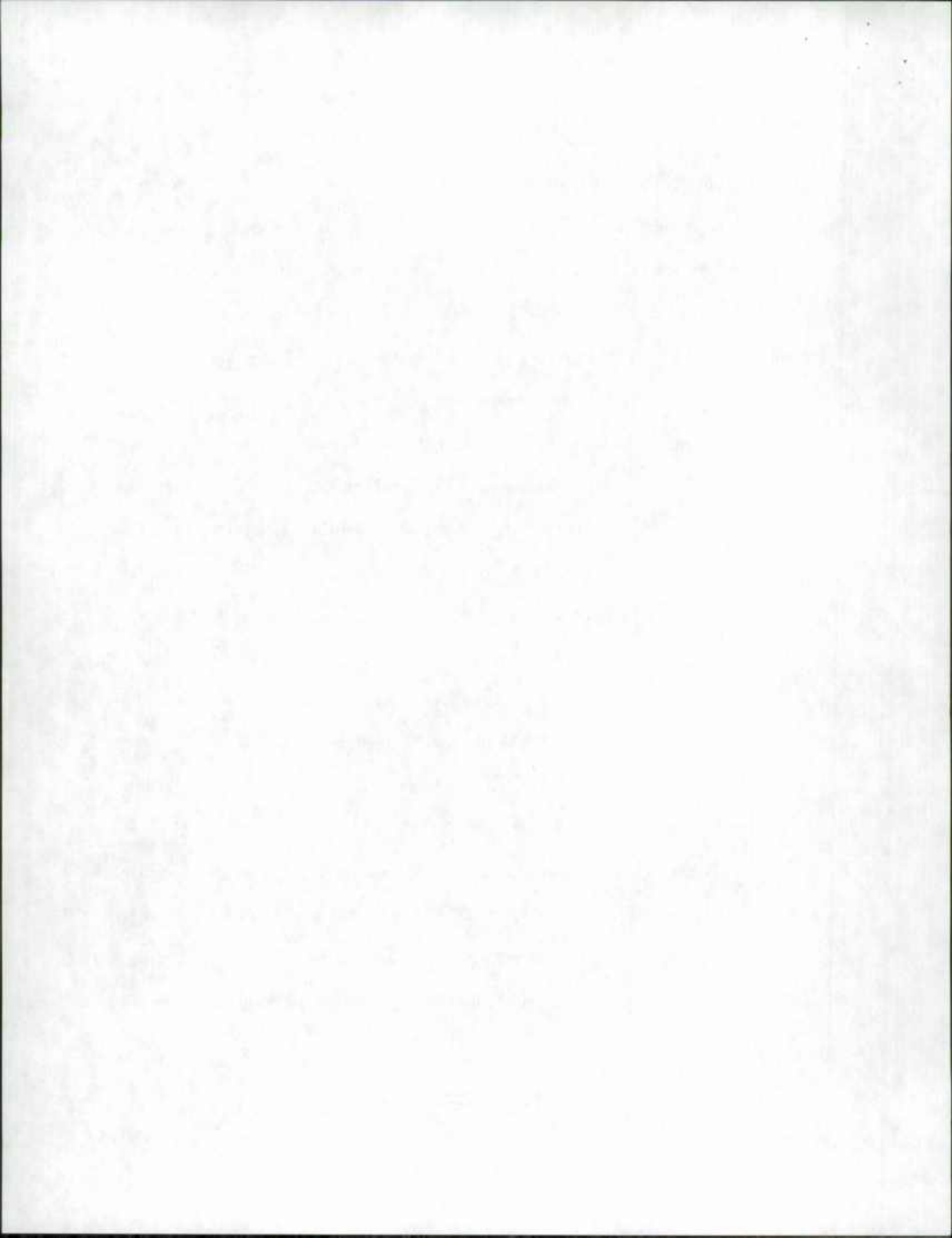




North 67 degrees 40 minutes 32 seconds West, 336.77 feet to a point; thence (19) South 49 degrees 37 minutes 41 seconds West, 118.92 feet to a point; thence (20) South 81 degrees 54 minutes 04 seconds West, 81.01 feet to a point; thence (21) North 65 degrees 49 minutes 33 seconds West, 46.42 feet to a point; thence (22) North 34 degrees 48 minutes 04 seconds West, 137.05 feet to a point; thence (23) North 06 degrees 45 minutes 10 seconds East, 210.86 feet more or less to the waters of the Skipton Creek; thence running by and with the said approximate Mean High Water Line of the said Skipton Creek and many meanderings thereof generally the following nine courses and distances (24) South 58 degrees 02 minutes 31 seconds East, 267.95 feet to a point; thence (25) South 88 degrees 24 minutes 37 seconds East, 178.12 feet to a point; thence (26) North 70 degrees 32 minutes 05 seconds East, 198.10 feet to a point; thence (27) South 68 degrees 03 minutes 10 seconds East, 198.96 feet to a point; thence (28) South 15 degrees 38 minutes 32 seconds East, 222.98 feet to a point; thence (29) North 82 degrees 21 minutes 02 seconds East, 63.22 feet to a point; thence (30) South 12 degrees 32 minutes 34 seconds East, 494.56 feet to a point; thence (31) South 46 degrees 37 minutes 23 seconds East, 488.61 feet to a point; thence (32) South 33 degrees 46 minutes 45 seconds East, 591.26 feet to a point; thence To the Place of Beginning, containing 14.670 Acres of Land, more or less, and

The above parcels are intended to be all of the same land designated as Forest and Buffer Protection Areas "A", "B", "C", "D", "E" and "F" as shown on a Subdivision Plat entitled SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC"; as prepared by Lane Engineering, LLC, on June 26, 2008, and intended to be recorded among the aforesaid Land Records, this Legal Description has been prepared by

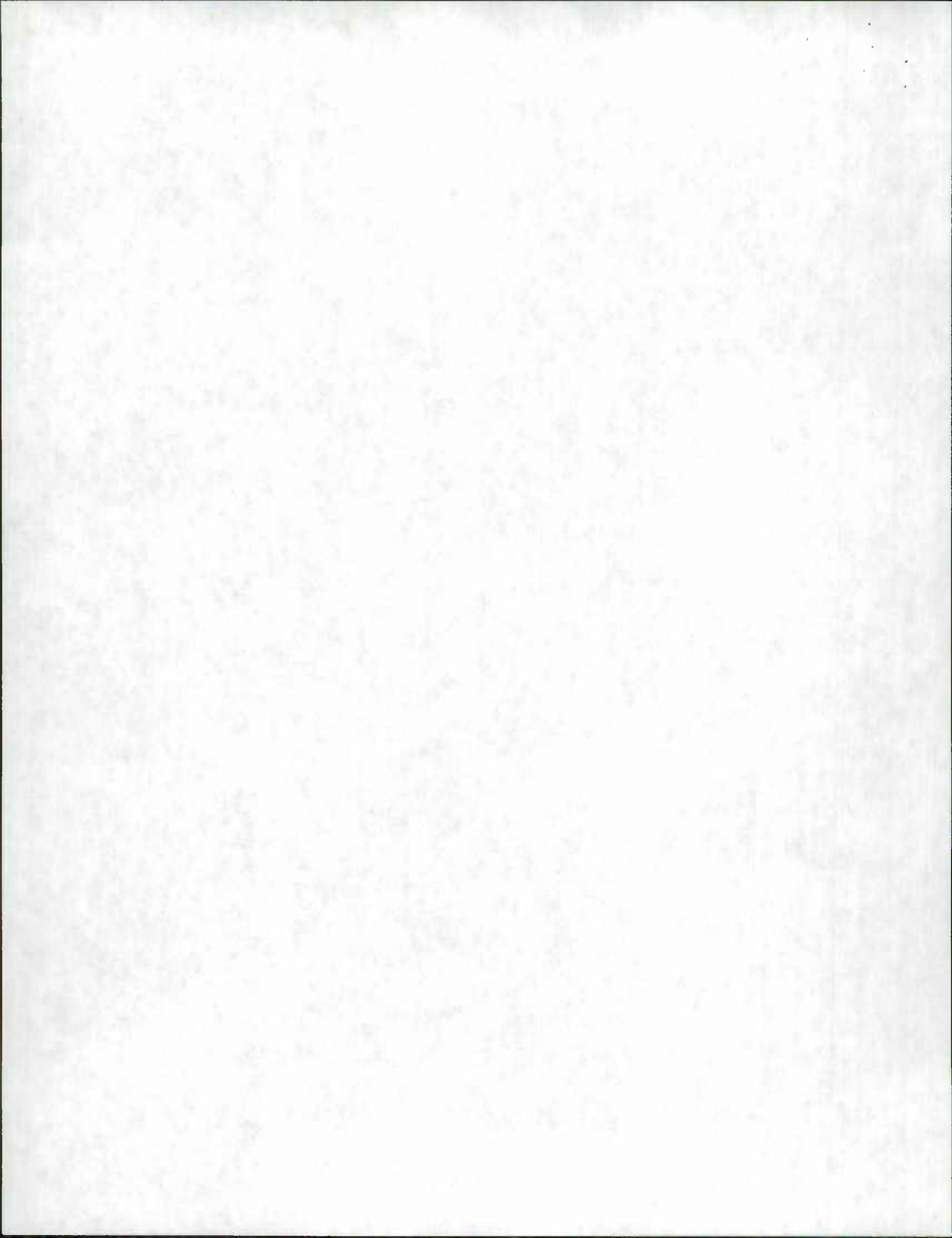




me personally or under my responsible charge and complies with the requirements as set forth in regulation 09.13.06.12.D of the Maryland Minimum Standards of Practice For Surveyors

Jefferson Ewell Hubbard
Registered Property Line Surveyor
Maryland Registration Number 363





RECEIVED
JUN 11 2010
CRM 6/16/10

FOREST CONSERVATION EASEMENT

THIS FOREST CONSERVATION EASEMENT executed this ____ day of _____, 2010, by and between **YORKTOWN FARM, LLC**, a **Maryland limited liability company** (“Grantor”), and **TALBOT COUNTY, MARYLAND**, a Charter County and political subdivision of the State of Maryland (“Grantee”).

RECITALS

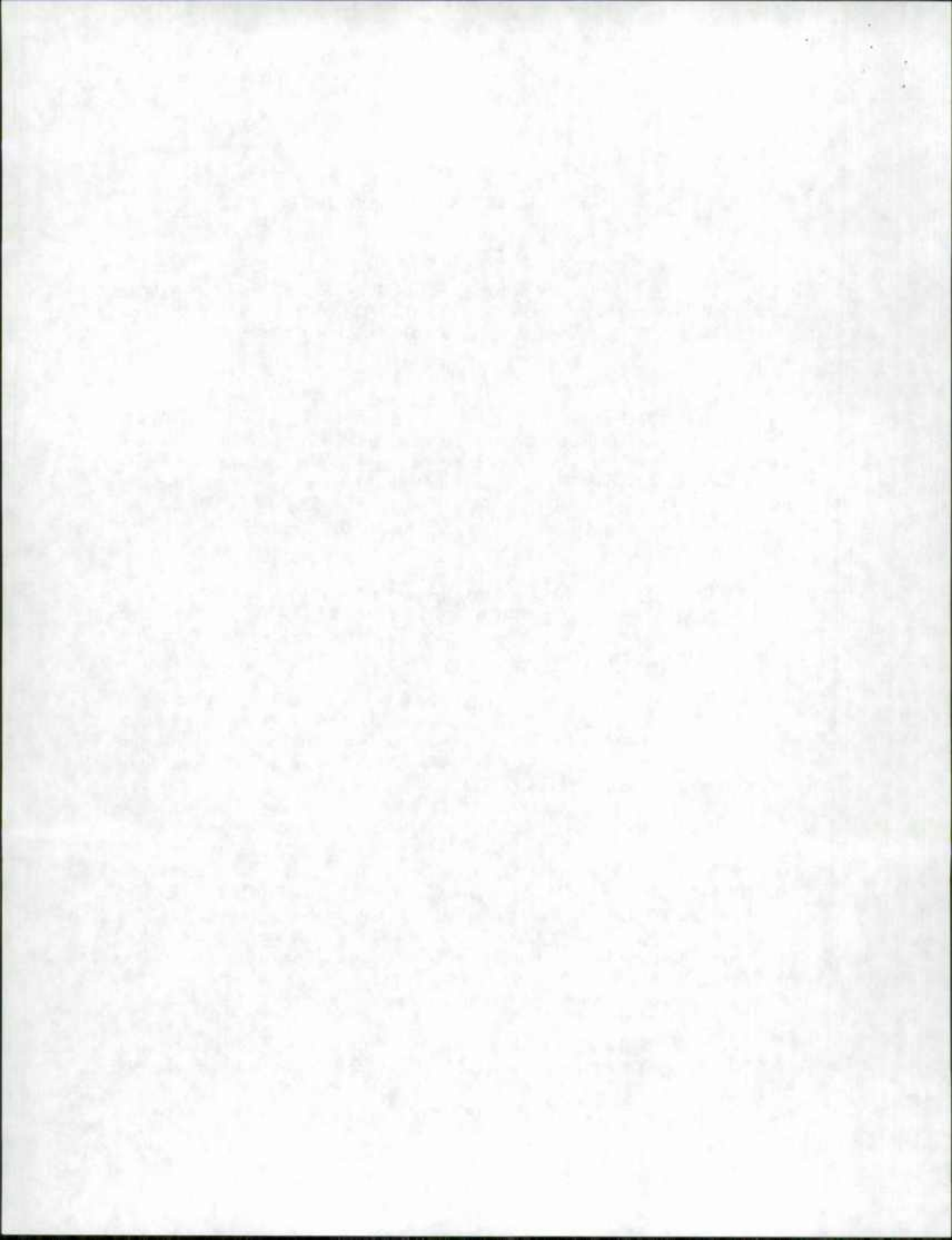
WHEREAS, Grantor is the owner of a certain parcel of land situate in the Fourth Election District of Talbot County, Maryland, designated on Tax Map 10, Grid 10, as Parcel 49, and being the same parcel conveyed by Yorktown Farm, LLC (formerly known as Winodee-on-Wye LLC), a Maryland limited liability company, to Yorktown Farm, LLC, a Maryland limited liability company, by a Deed dated June 25, 2008 and recorded among the Land Records of Talbot County, Maryland, in Liber 1630, folio 648 (the “Property”); and

WHEREAS, Grantor has elected to engage in a “REGULATED ACTIVITY,” as defined by the Talbot County Forest Conservation Ordinance §73-2B on said property, and Grantor has applied to the Talbot County Department of Planning & Zoning for approval of the regulated activity; and

WHEREAS, as a condition of the aforesaid approval, Grantor has submitted and the Talbot County Department of Planning & Zoning has approved a Forest Conservation Plan, titled “Full FSD/FCP- #2009-25”, on the Lands of Yorktown Farm, LLC, last revised _____, as prepared by Lane Engineering, LLC and incorporated by reference herein; and

WHEREAS, the Talbot County Department of Planning & Zoning has approved a final subdivision plat titled “SUBDIVISION PLAT, FCP #2009-25 AND BMP #M1108 ON THE LANDS OF YORKTOWN FARM, LLC IN THE FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 10 GRID 10 PARCEL 49,” dated June 26, 2008 (revised through June 9, 2010), prepared by Lane Engineering, LLC, consisting of sheets 1 through 6 (the “Subdivision Plat”), and which is intended to be recorded among the Plat Records of Talbot County, Maryland simultaneously herewith (the “Subdivision Plat”), which Subdivision Plat designates certain areas of forest retention located on the Property as “Forest Conservation Area;” and

WHEREAS, the Final Forest Conservation Plan and the Talbot County Code, §73-16B (1)(c) of the Talbot County Forest Conservation Ordinance require the



establishment of a long-term protective agreement in the form of a forest conservation easement in, on, over and through the Forest Conservation Area to ensure the permanent protection, management and inspection of said area.

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:

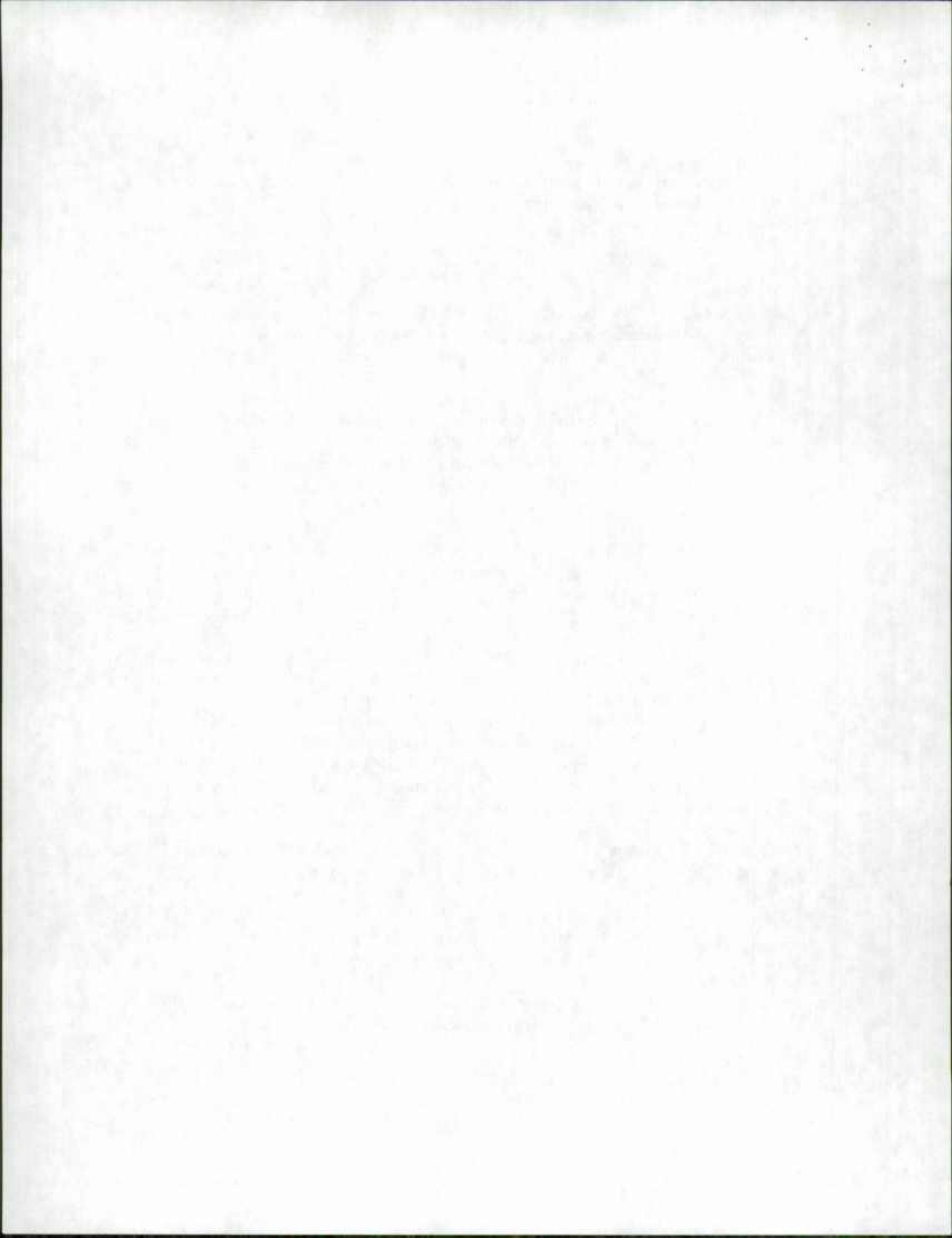
1. Grantor does hereby grant and convey unto Grantee, its successors and assigns, a Forest Conservation Easement, as hereinafter set forth, in, on, over, under, through, and across that portion of the Property designated on the Subdivision Plat as Forest Conservation Area. Grantor further establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the Grantee, its successors and assigns.

This GRANT OF A FOREST CONSERVATION EASEMENT, applies to, binds, and runs with that portion of the Property more particularly described in Exhibit A attached hereto and made a part hereof for the benefit of the Grantee, its successors and assigns, forever.

2. Grantor covenants with the Grantee that the Grantor, its successors or assigns will refrain from destroying, damaging or removing any natural plant material which grows within the described Forest Conservation Area now or hereafter 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 Final Forest Conservation Plan approved under the Talbot County Forest Conservation Ordinance and that the Forest Conservation Area shall be preserved in a manner which protects the forest thereon, existing or to be established.

3. Grantor hereby relinquishes the right to use or develop the Forest Conservation Area for any purpose whatsoever, except for the following uses:

- A. Planting, maintenance and protection of the Forest Conservation Area in accordance with the terms and conditions of the Forest Conservation Plan, or as permitted by any recorded subdivision plat;
- B. Passive recreational activities which are consistent with and do not interfere with forest conservation and management or cause harm to forest management resources;



C. Forest conservation and management practices, including harvesting of trees in accordance with a written agreement with the State Department of Natural Resources, provided suitable provisions are made for the replacement of harvested trees.

4. Grantor may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead, diseased or dying trees, and invasive species as defined by State or local law from time to time.

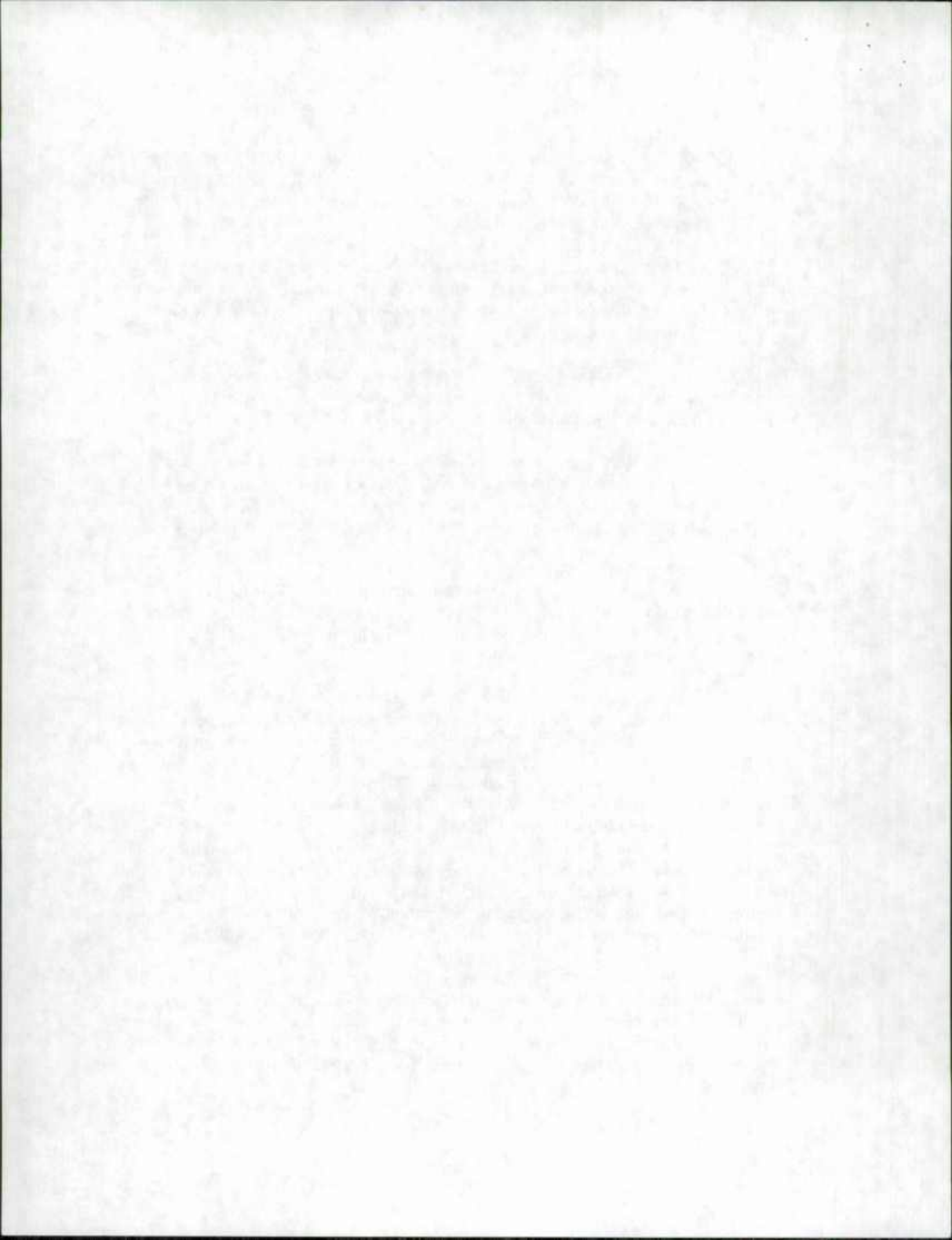
5. All rights reserved by or not prohibited to Grantor shall be exercised to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Forest Conservation Area.

6. The Grantee, or its duly authorized representatives shall have the right, at reasonable hours, to enter the Forest Conservation Area with reasonable notice for the sole purpose of inspecting the Forest Conservation 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 Forest Conservation Easement the Grantee may exercise any or all of the remedies provided in the Talbot County Forest Conservation Ordinance 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 Forest Conservation Easement and the covenants, conditions, limitations and restrictions herein contained. In the event of any breach by Grantor, or Grantor's successors or assigns, of any obligations under this Forest Conservation Easement, 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 easement, or any covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said easement property, Grantor may submit a written request to the Planning Officer for interpretation or consideration and approval of such use. The Planning Officer shall render an



interpretation, decision, and response within thirty (30) days following the receipt of any such request.

10. This Forest Conservation Easement does not grant to the public, in general, any right of access or any right to the use of any portion of the Property. This easement extends only to those areas designated as the Forest Conservation Area and necessary access thereto by the Grantee to inspect from time to time.

11. The Grantor further covenants and agrees that the easements, covenants and agreements contained herein shall run with and bind the land and all portions thereof and shall apply to and bind the Grantor and its successors and assigns including all present and future owners of the property identified herein.

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

TO HAVE AND TO HOLD the said easement unto Talbot County, Maryland, a Charter County and political subdivision of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.

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

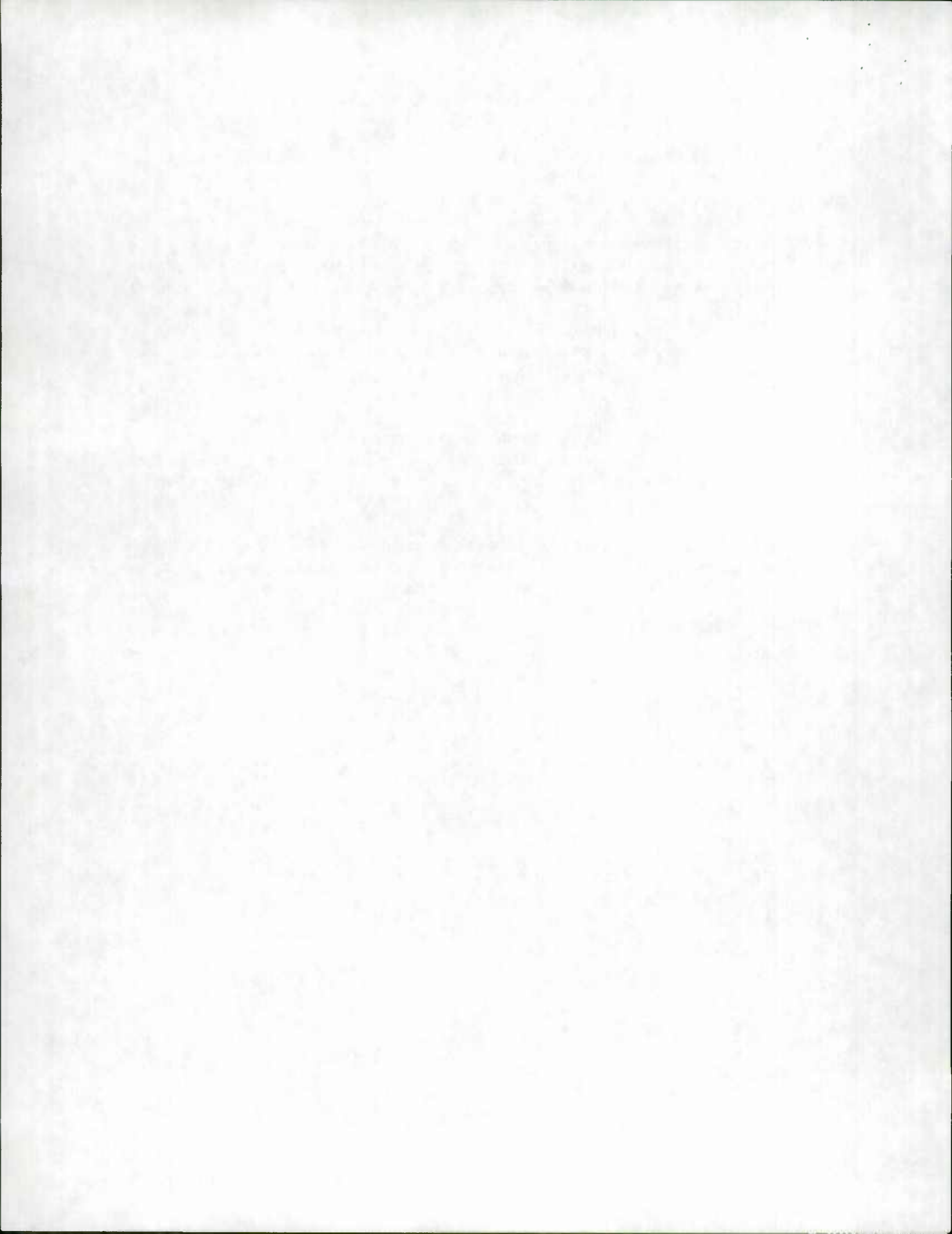
WITNESS:

YORKTOWN FARM, LLC,
a Maryland limited liability company

By: _____ (SEAL)
Paul T. Hanrahan, Member

By: _____ (SEAL)
Rodanthe Hanrahan, Member

“Grantor”



ATTEST:

TALBOT COUNTY, MARYLAND

By: _____

Levin F. Harrison, IV, President
Talbot County Council

“Grantee”

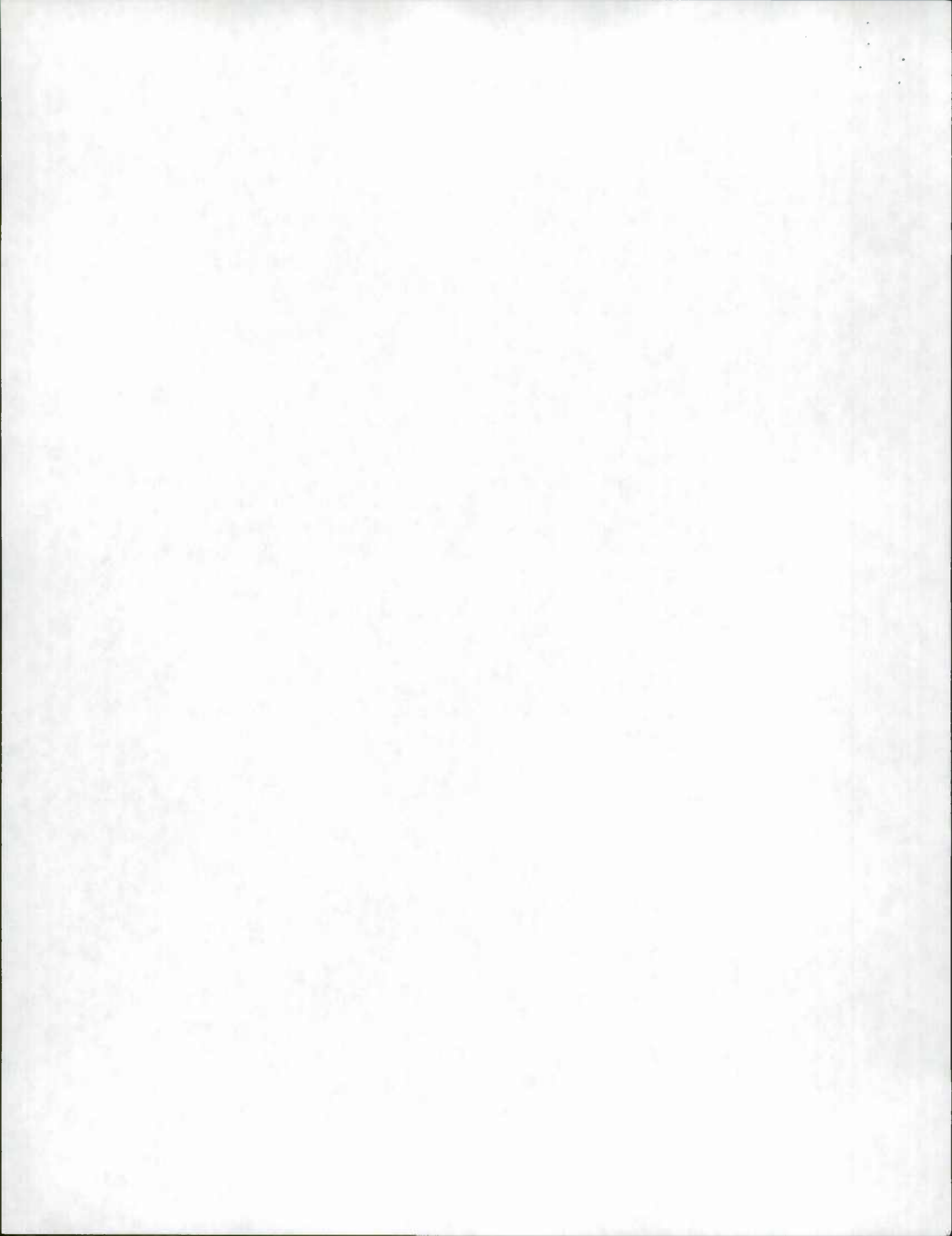
STATE OF MARYLAND, COUNTY OF _____, To Wit:

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 **PAUL T. HANRAHAN and RODANTHE HANRAHAN**, who acknowledged themselves to be the Members of Yorktown Farm, LLC, a Maryland limited liability company, and that they, being authorized so to do, executed the foregoing instrument by themselves as such Members.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:



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 State of Maryland, personally appeared **LEVIN F. HARRISON, IV**, who acknowledged himself to be the President of the Talbot County Council, a charter County and political subdivision of the State of Maryland, and that he as such President, being authorized so to do, executed the foregoing Forest Conservation Easement for the purposes therein contained.

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

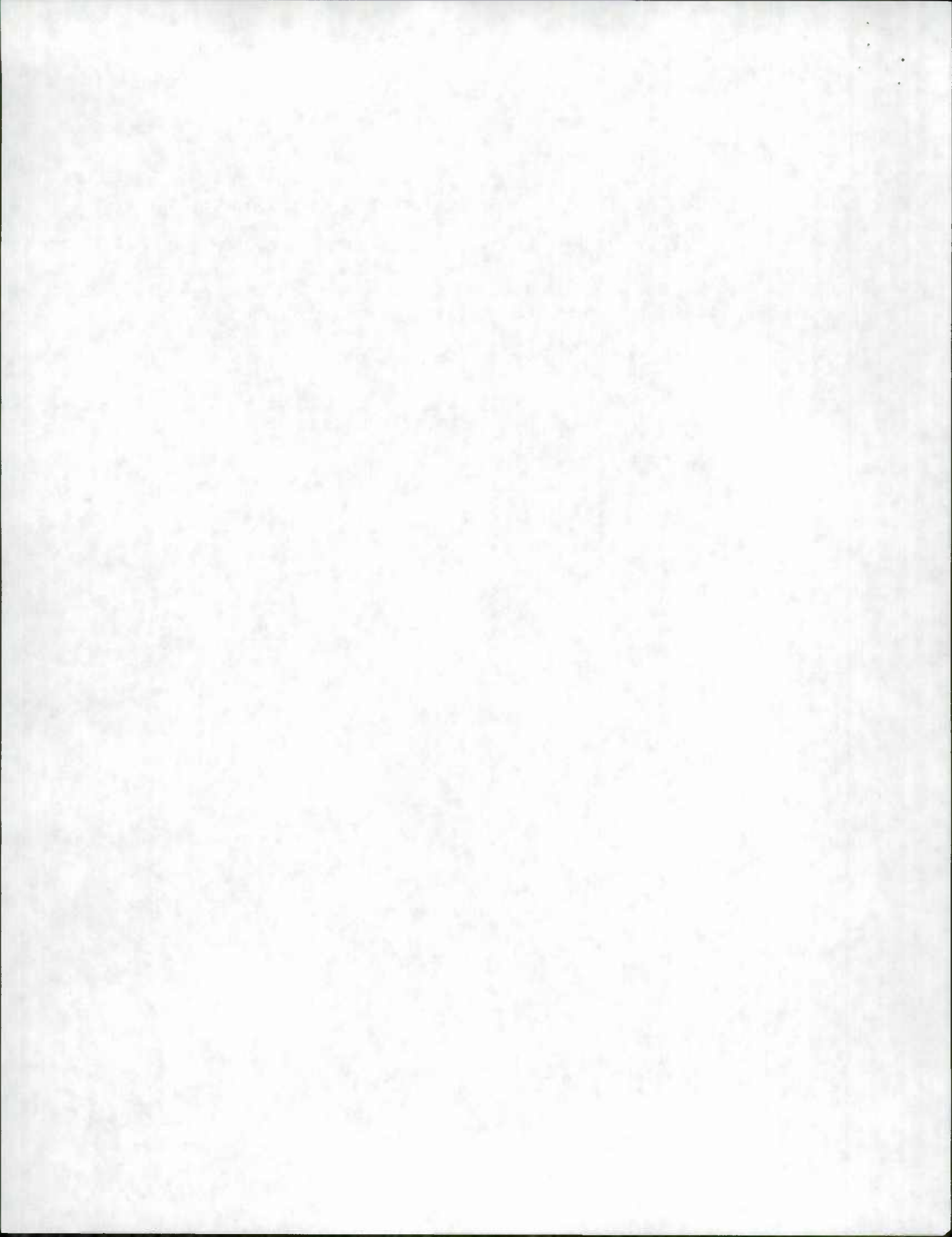


EXHIBIT A

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

FOREST CONSERVATION AREA "A"

ON THE LANDS OF

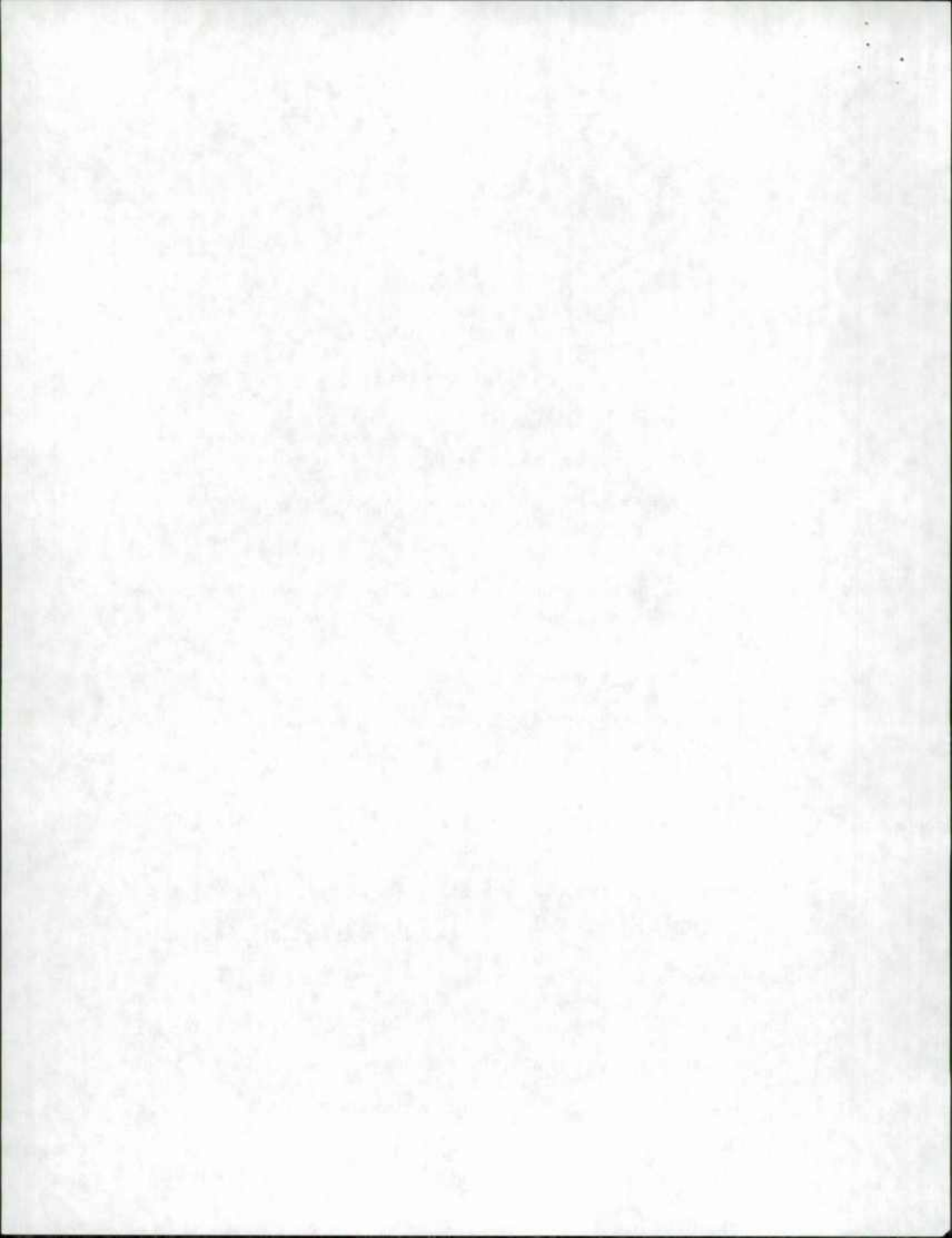
YORKTOWN FARM, LLC

IN THE IN THE FORTH ELECTION DISTRICT

TALBOT COUNTY, MARYLAND COUNTY, MARYLAND

June 10, 2010

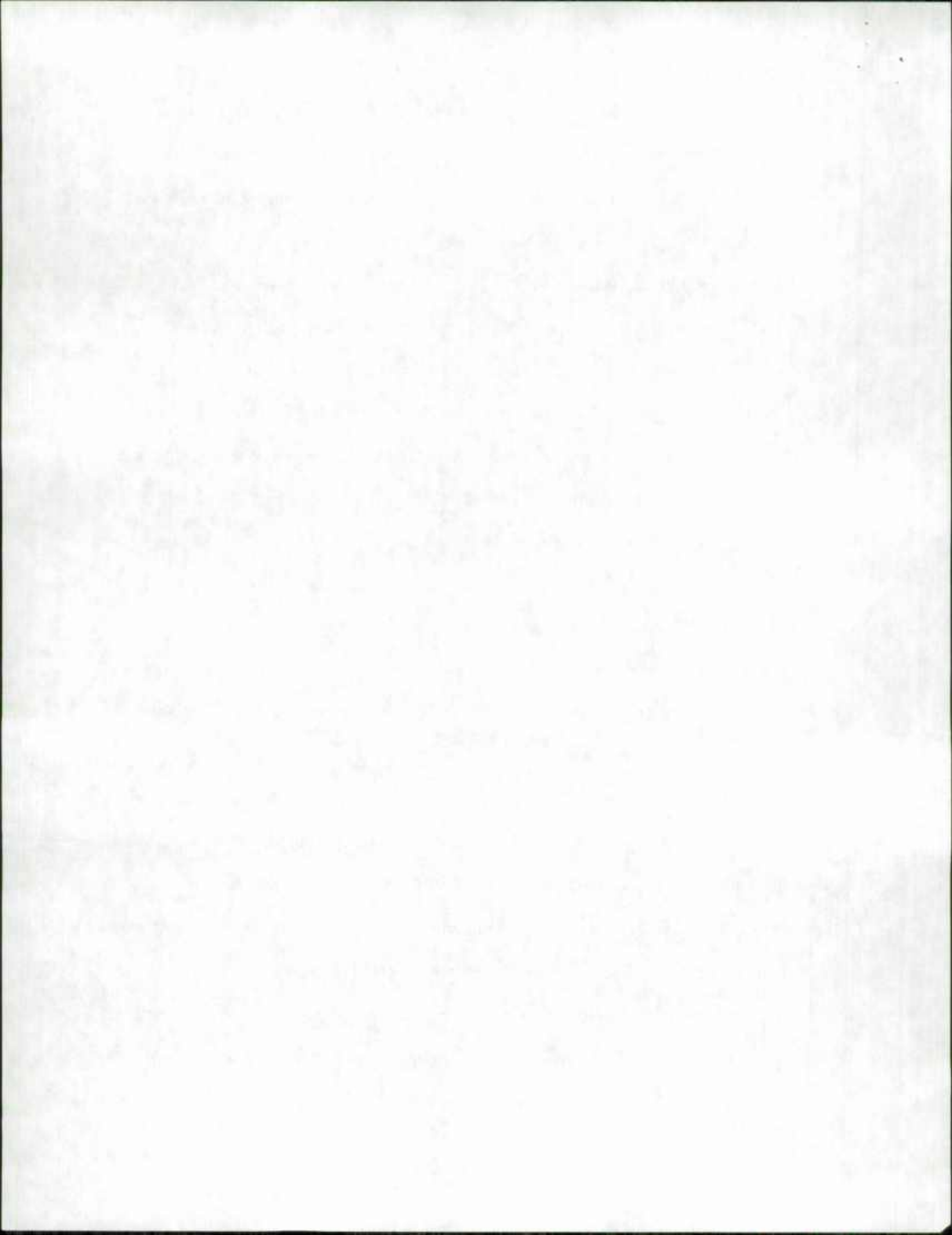
Beginning for the same at a iron rod set, said iron rod set being on the westerly side of the lands of Shel-Vest, Inc. (Liber 761, Folio 895 and Liber 869, Folio 296) said iron rod set also being at the end of the North 86 degrees 06 minutes 47 seconds East, 115.95 foot line of Lot 2 as delineated on a plat of subdivision entitled "SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC" intended to be recorded among the Land Records of Talbot County, Maryland; and from said iron rod set South 30 degrees 38 minutes 28 seconds East, 12.14 feet to the True Point of Beginning, and from said Place of Beginning and running in the meridian of the Maryland State Plane NAD 83(CORS) and running in, through, over and across as to include a portion thereof said Lot 2 the following seventeen courses and distances (1) South 24 degrees 49 minutes 51 seconds East, 283.80 feet to a point; thence (2) South 85 degrees 25 minutes 44 seconds West, 199.18 feet to a point; thence (3) North 10 degrees 05 minutes 31 seconds East, 93.75 feet to a point; thence (4) North 45 degrees 54 minutes



39 seconds West, 80.36 feet to a point; thence (5) South 67 degrees 11 minutes 35 seconds West, 191.85 feet to a point; thence (6) North 40 degrees 57 minutes 57 seconds West, 78.80 feet to a point; thence (7) North 55 degrees 21 minutes 34 seconds East, 193.59 feet to a point; thence (8) North 08 degrees 22 minutes 26 seconds West, 275.91 feet to a point; thence (9) North 47 degrees 50 minutes 59 seconds West, 92.84 feet to a point; thence (10) North 38 degrees 23 minutes 08 seconds East, 212.26 feet to a point; thence (11) North 13 degrees 29 minutes 25 seconds East, 141.04 feet to a point; thence (12) North 38 degrees 16 minutes 11 seconds West, 109.04 feet to a point; thence (13) North 06 degrees 45 minutes 26 seconds West, 78.11 feet to a point; thence (14) by and with the arc of a curve deflecting to the left, which has a radius of 1000.00 feet for a length of 164.95 feet, the tangent of which is 82.66, the chord of which bears North 57 degrees 12 minutes 39 seconds East 164.76 feet to a point; thence (15) South 33 degrees 46 minutes 45 seconds East, 16.64 feet to a point; thence (16) South 03 degrees 48 minutes 59 seconds West, 857.39 feet to a point; thence (17) North 86 degrees 06 minutes 47 seconds East, 120.51 feet to the Place of Beginning containing 3.620 Acres of Land, more or less, and

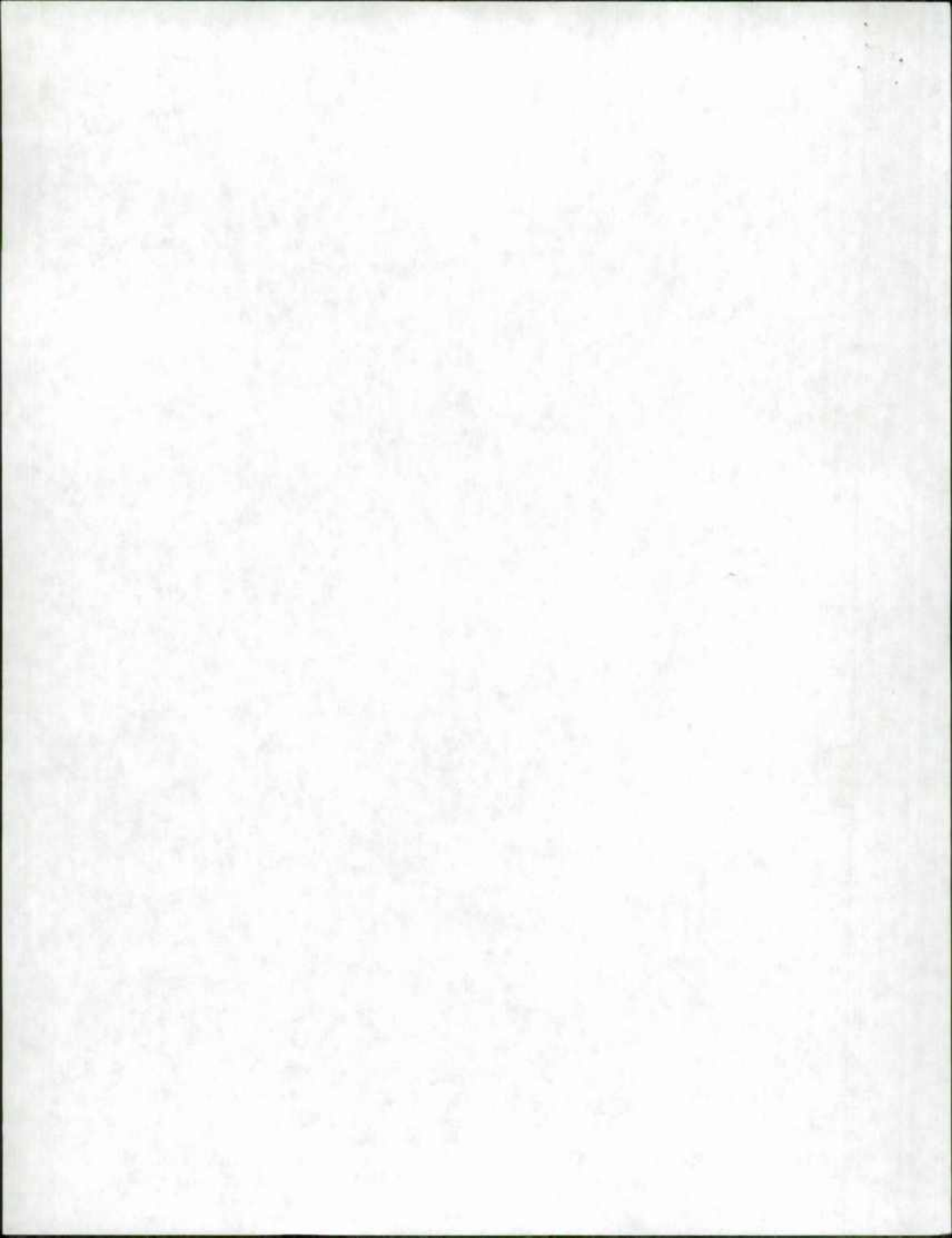
The above parcels are intended to be all of the same land designated as Forest Conservation Area "A" as shown on a Subdivision Plat entitled SUBDIVISION PLAT & FCP#2009-25, on the lands of, YORKTOWN FARM, LLC"; as prepared by Lane Engineering, LLC, on June 26, 2008, and intended to be recorded among the aforesaid Land Records, this Legal Description has been prepared by me personally or under my responsible charge and complies with the requirements as set forth in regulation 09.13.06.12.D of the Maryland Minimum Standards Of Practice For Surveyors





Jefferson Ewell Hubbard
Registered Property Line Surveyor
Maryland Registration Number 363





PROPERTY STATISTICS

OWNERS: TAX PARCEL 49, LOTS 1, 2, 3 & 4
YORKTOWN FARM, LLC
27640 VILLA ROAD
EASTON, MARYLAND 21601
(410) 770-5455

DEED REFERENCE: 1630/648, 1945/182
PLAT REFERENCE: 82/445

CURRENT ZONING: RURAL CONSERVATION DISTRICT (RC)
AGRICULTURAL CONSERVATION DISTRICT (AC)
VILLAGE CENTER DISTRICT (VC)

Table with columns: BUILDING RESTRICTIONS, RC ZONING, AC ZONING, VC ZONING. Rows include Front Setback, Side Setback, Rear Setback, etc.

FLOOD ZONE INFORMATION
THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONES "A6" AND "C" OF THE COASTAL FLOOD PLAN AS SHOWN ON THE FEDERAL INSURANCE RATE MAPS COMMUNITY PANEL NO. 240066 0004 A, 240066 0010 A & 240066 0011 A FOR TALBOT COUNTY, MARYLAND.

FLOOD PLAIN LEGEND

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

THE FLOOD ZONE "A6" PORTION OF THE PROPERTY SHOWN HEREON HAS A ONE-PERCENT CHANCE OF OCCURRENCE OF BEING INUNDATED BY A FLOOD IN ANY GIVEN YEAR.

THE FLOOD DATA SHOWN HEREON IS BASED ON AVAILABLE MAPPED AND/OR DIGITAL INFORMATION AND IS DEPICTED AS DIRECTED AND REQUIRED BY FEDERAL, STATE AND LOCAL REGULATIONS.

PARCEL DEVELOPMENT HISTORY AND PLAT PURPOSE

YORKTOWN FARM (TAX PARCEL 49) WAS SUBDIVIDED JUNE 30, 2010 CREATING LOTS 1, 2, 3 AND 4 (PLAT 82/445-448) AND ESTABLISHING YORKTOWN FARM LANE AS A PRIVATE ROAD RIGHT-OF-WAY ACCESS EASEMENT THROUGH AND OVER A PORTION OF TAX PARCEL 46 AND THROUGH AND OVER LOT 2.

DEVELOPMENT SUMMARY

TOTAL AREA = 504.380 ACRES (INCLUDES 6.227 ACRES OF PRIVATE ROAD RIGHT-OF-WAY ACCESS EASEMENT)

RC DEVELOPMENT RIGHTS SUMMARY

RC ACREAGE = 131.681 ACRES
STATE WETLANDS = 0 ACRES
NET ACREAGE = 131.681 ACRES
DEVELOPMENT RIGHTS PERMITTED = 6 (PLAT 82/445)

AC DEVELOPMENT RIGHTS SUMMARY

AC ACREAGE = 244.720 ACRES
DEVELOPMENT RIGHTS PERMITTED = 15 (PLAT 82/445)
MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3

VC DEVELOPMENT RIGHTS SUMMARY

VC ACREAGE = 122.325 ACRES
DEVELOPMENT RIGHTS PERMITTED = 122 @ 1 DEVELOPMENT RIGHT/ACRE (WITHOUT SEWER)
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED = 0

CRITICAL AREA LOT COVERAGE CALCULATIONS

Table with columns: LOT, A. AREA IN CRITICAL AREA, B. 15% LOT COVERAGE ALLOTMENT, C. EXISTING LOT COVERAGE AREA, D. LOT COVERAGE AREA ALLOTMENT REMAINING.

CRITICAL AREA BUFFER ESTABLISHMENT CALCULATIONS

Table with columns: LOT, GROSS BUFFER AREA, EXISTING FOREST WITHIN BUFFER, NON-TIDAL WETLANDS WITHIN BUFFER, BUFFER AREA AVAILABLE FOR ESTABLISHMENT, BUFFER ESTABLISHMENT REQUIRED, BUFFER ESTABLISHMENT PROVIDED.

CRITICAL AREA - OVERALL FOREST CALCULATIONS

TOTAL CRITICAL AREA ACREAGE (LOTS 1, 2, 3 AND 4): 135.681 AC.
15% FOREST THROUGH REQUIREMENT: 20.352 AC.
EXISTING FOREST SHOWN HEREON: 38.252 AC, 28%

NON-CRITICAL AREA - FOREST CALCULATIONS

TOTAL NON-CRITICAL AREA ACREAGE (PORTION OF LOTS 1 AND 2 AND LOT 5): 369.104 AC.
TOTAL EXISTING FOREST SHOWN HEREON: 134.022 AC.

FOREST CONSERVATION CALCULATIONS SUMMARY

EXISTING FOREST CONSERVATION EASEMENT AREA PROVIDED (PLAT 82/445-448) = 3,620 AC.
ADDITIONAL FOREST CONSERVATION (PROVIDED AS 2:1 OFF-NET TRACT FOREST RETENTION REQUIRED FOR LOT 5) = 2,000 AC.

*STORMWATER MANAGEMENT MITIGATION REFORESTATION: 5,480 ACRES OF REFORESTATION IS PROVIDED TO MITIGATE FOR FOREST CLEARING (5:1 RATIO) ASSOCIATED WITH THE REALIGNMENT AND CONSTRUCTION OF THE SOUTHERN END OF YORKTOWN FARM LANE AS SHOWN HEREON.

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.

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 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.

THE FOREST CONSERVATION AREA(S), AS SHOWN ON THIS FINAL SUBDIVISION PLAT ARE SUBJECT TO A LONG TERM PROTECTION AGREEMENT ENTITLED DEED OF FOREST CONSERVATION EASEMENT DOCUMENT, 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.

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 DEED OF FOREST CONSERVATION EASEMENT.

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 100' FROM 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 COUNTY CONSERVATION DISTRICT 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 AIR POLLUTION, NOISE, AND VIBRATION, AND THAT THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROPERTY FROM SUCH POLLUTION, NOISE, AND VIBRATION.

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.

REASONABLE EFFORT WILL BE MADE TO LIMIT CONSTRUCTION IN FOREST HABITAT TO THE NON-BREEDING SEASON FOR FOREST INTERIOR DWELLING BIRDS (SEPTEMBER - APRIL). CONSTRUCTION SHALL BE DESIGNED TO MINIMIZE FOREST CLEARING AND MAINTAIN A CLOSED CANOPY OVER DRIVEWAYS IF POSSIBLE.

THE TIDAL WETLANDS, NON-TIDAL WETLANDS, STREAMS AND DRY DRAINAGE FEATURES AS SHOWN HEREON WERE FIELD DELINEATED BY SEAN CALAHAN, A QUALIFIED PROFESSIONAL WITH LANE ENGINEERING, LLC AND FIELD VERIFIED 3/27/09 WITH ALAN KAMPEMEYER 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.

THE BALD EAGLE NESTING SITE SHOWN HEREON WAS DELINEATED BY M. STARK MCLAUGHLIN, A QUALIFIED PROFESSIONAL WITH LANE ENGINEERING, LLC AND VERIFIED APRIL 27, 2010 WITH MR. TREVOR CLARKE, U.S. FISH & WILDLIFE SERVICE.

THE EXTENT OF DELMARVA FOX SQUIRREL HABITAT AREAS IN THE SOUTHWEST CORNER OF LOT 1 AND THE NORTHEAST CORNER OF LOT 2 WERE CONFIRMED BY MR. TREVOR CLARKE, U.S. FISH AND WILDLIFE SERVICE, ON AUGUST 12, 2009.

PROPERTY COVENANTS & RESTRICTIONS

LOTS 1, 2, 3, 4 AND 5 ARE SUBJECT TO A GRANT OF RIGHT-OF-WAY THROUGH, OVER AND ACROSS TWO PORTIONS OF TAX PARCEL 46 AS SHOWN HEREON AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____ AT FOLIO _____. THIS RIGHT-OF-WAY SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 46 (N/F WYMAN) FROM YORKTOWN FARM LANE; AND SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 49 (YORKTOWN FARM) TO TAX PARCEL 46 (N/F WYMAN).

LOTS 1, 2, 3, 4 AND 5 AS SHOWN HEREON ARE SUBJECT TO AN AMENDED AND RESTATED DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS, RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____ AT FOLIO _____. THIS RIGHT-OF-WAY SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 46 (N/F WYMAN) FROM YORKTOWN FARM LANE; AND SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 49 (YORKTOWN FARM) TO TAX PARCEL 46 (N/F WYMAN).

LOTS 1, 2, 3 AND 4 AS SHOWN HEREON ARE SUBJECT TO AN AMENDED CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT DOCUMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____ AT FOLIO _____. THIS RIGHT-OF-WAY SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 46 (N/F WYMAN) FROM YORKTOWN FARM LANE; AND SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 49 (YORKTOWN FARM) TO TAX PARCEL 46 (N/F WYMAN).

LOTS 1, 2, 3 AND 4 AS SHOWN HEREON ARE SUBJECT TO AN AMENDED CRITICAL AREA FOREST PRESERVATION-BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____ AT FOLIO _____. THIS RIGHT-OF-WAY SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 46 (N/F WYMAN) FROM YORKTOWN FARM LANE; AND SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 49 (YORKTOWN FARM) TO TAX PARCEL 46 (N/F WYMAN).

LOTS 2 AND 5 SHOWN HEREON ARE SUBJECT TO A DEED FOR CONSERVATION EASEMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____ AT FOLIO _____. THIS RIGHT-OF-WAY SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 46 (N/F WYMAN) FROM YORKTOWN FARM LANE; AND SHALL NOT EXPAND OR CREATE ANY ACCESS RIGHTS FOR TAX PARCEL 49 (YORKTOWN FARM) TO TAX PARCEL 46 (N/F WYMAN).

LOT 2 SHALL LOCATE RESIDENTIAL DWELLINGS AND ACCESSORY RESIDENTIAL STRUCTURES OTHERWISE PERMITTED IN THE RC ZONED PORTION OF THE LOT WITHIN THE DEVELOPMENT ENVELOPE SHOWN ON SHEET 2 OF 6 HEREON. ACCORDINGLY, THE AREA OF CRITICAL AREA BUFFER ESTABLISHMENT PLANTING IS LIMITED TO THE UPLAND, NON-FORESTED PORTIONS OF THE BUFFER WITHIN THE DEVELOPMENT ENVELOPE. THE BALANCE OF THE RC ZONED PORTION OF LOT 2 SHALL REMAIN IN AGRICULTURAL LAND USE.

LOTS 1, 2, 3 AND 4 AS REFERENCED AND AS SHOWN HEREON ARE SUBJECT TO BALD EAGLE NEST RESTRICTIONS - SEE SHEET 2 OF 6 FOR DETAIL.

PORTIONS OF LOTS 1 AND 2 AS REFERENCED AND AS SHOWN HEREON ARE SUBJECT TO A SELF-IMPOSED 150' DELMARVA FOX SQUIRREL (DFS) HABITAT PROTECTION SETBACK BUFFER FROM THE EDGE OF EXISTING FOREST AS SHOWN HEREON.

SURVEYOR'S CERTIFICATE

THE PRESENT OWNER OF THE LANDS OF WHICH THIS SUBDIVISION PLAT IS COMPRISED IS YORKTOWN FARM, LLC. 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 LANDS CONVEYED BY YORKTOWN FARM, LLC, FORMERLY KNOWN AS WINDOOE-ON-WYE, LLC, A MARYLAND LIMITED LIABILITY COMPANY, TO YORKTOWN FARM, LLC BY CONFIRMATORY DEED DATED JUNE 25, 2008 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1630, AT FOLIO 648; AND THAT ALL MONUMENTS ARE IN PLACE.

THIS PLAT HAS BEEN PREPARED BY ME PERSONALLY OR UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE REQUIREMENTS AS SET FORTH IN REGULATION 09.13.06.12 & 09.13.06.06 OF THE MARYLAND MINIMUM STANDARDS OF PRACTICE FOR SURVEYORS AND THAT I AM A DULY LICENSED PROPERTY LINE SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 363, AND, SUBJECT TO BIENNIAL RENEWAL, MY CURRENT EXPIRATION DATE IS AUGUST 3, 2013.

JEFFERSON EWELL HUBBARD DATE
PROPERTY LINE SURVEYOR NO. 363
LANE ENGINEERING, LLC
117 BAY STREET
EASTON, MARYLAND 21601

OWNERS CERTIFICATE

THIS DEVELOPMENT MAY CONTAIN JURISDICTIONAL NONTIDAL WETLANDS WHICH HAVE NOT BEEN OFFICIALLY DELINEATED BY THE U.S. ARMY CORPS OF ENGINEERS. THE IDENTIFICATION AND/OR DELINEATION OF JURISDICTIONAL NONTIDAL 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 NONTIDAL 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 ADMINISTERS 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 YORKTOWN FARM, LLC, OWNER, OF LOTS 1, 2, 3, 4 & 5 SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION PLAT.
YORKTOWN FARM, LLC

BY PAUL T. HANRAHAN, TRUSTEE OF THE PAUL T. HANRAHAN REVOCABLE TRUST DATED AUGUST 22, 1997, AS AMENDED, MANAGER DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

NOTARY BY RODANTHE HANRAHAN, TRUSTEE OF THE RODANTHE HANRAHAN REVOCABLE TRUST DATED AUGUST 22, 1997, AS AMENDED, MANAGER DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

NOTARY BY _____ DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

NOTARY BY _____ DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

NOTARY BY _____ DATE

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NOTARY BY _____ DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

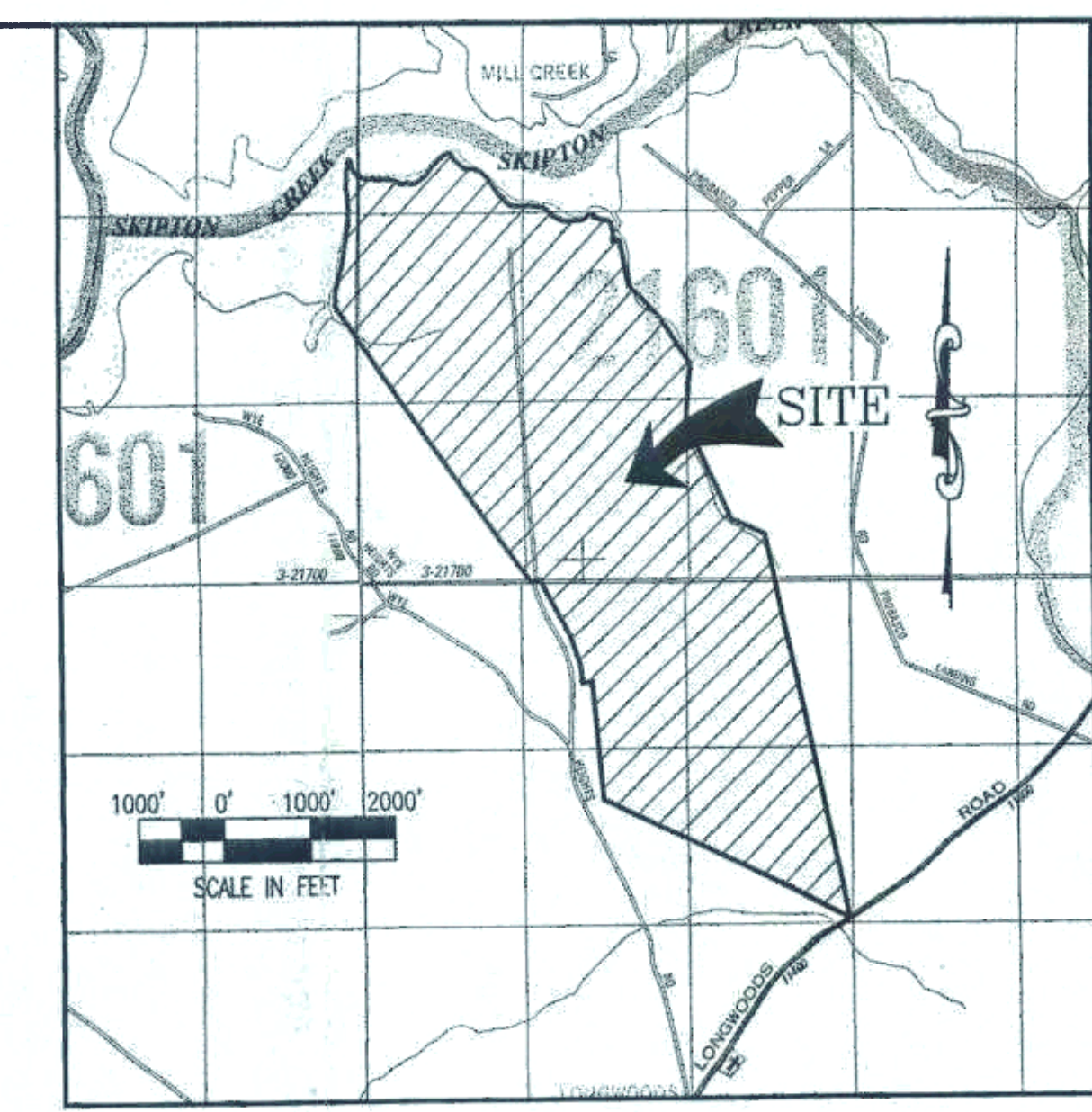
NOTARY BY _____ DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

NOTARY BY _____ DATE

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2013.

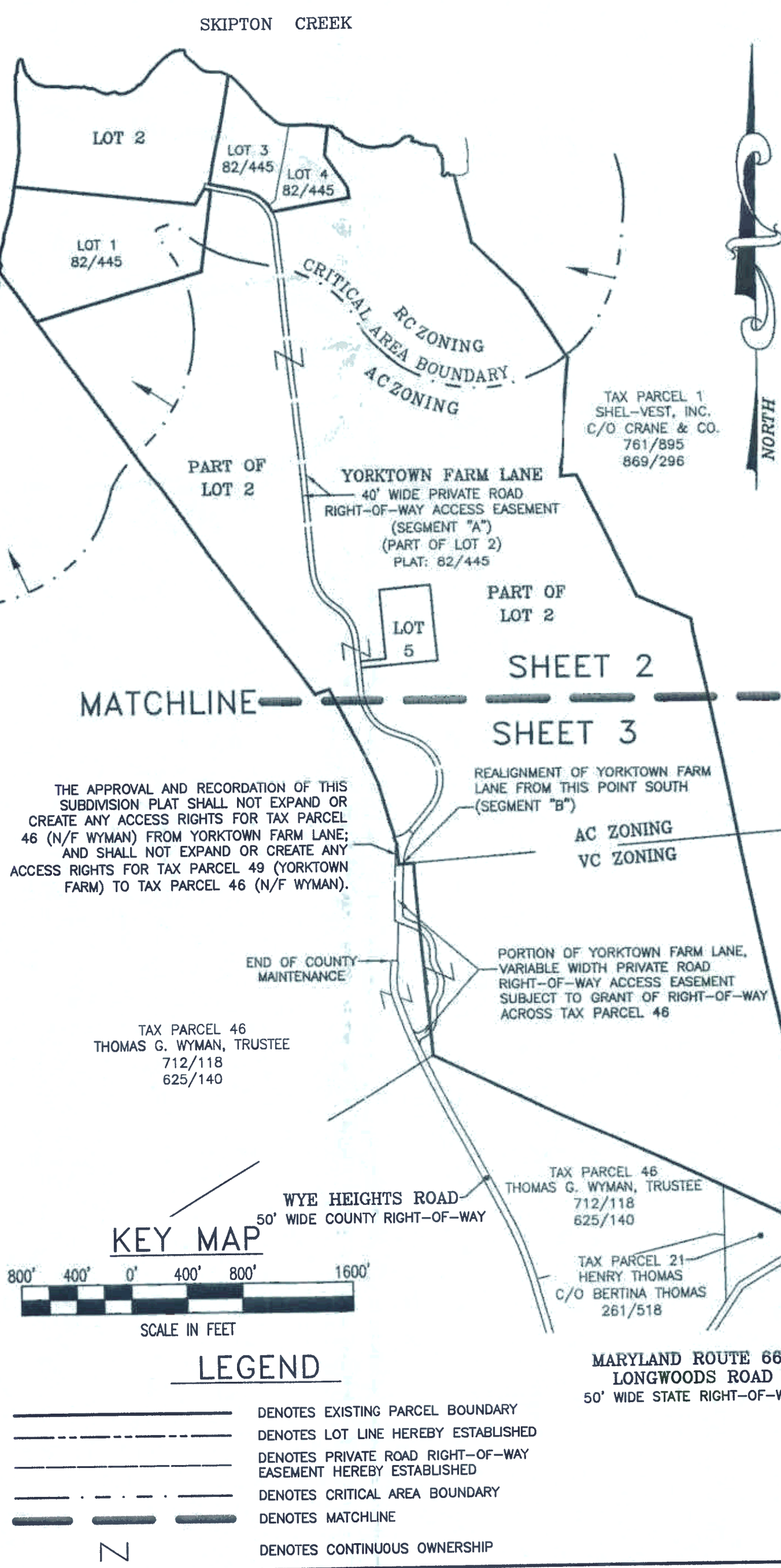
NOTARY BY _____ DATE



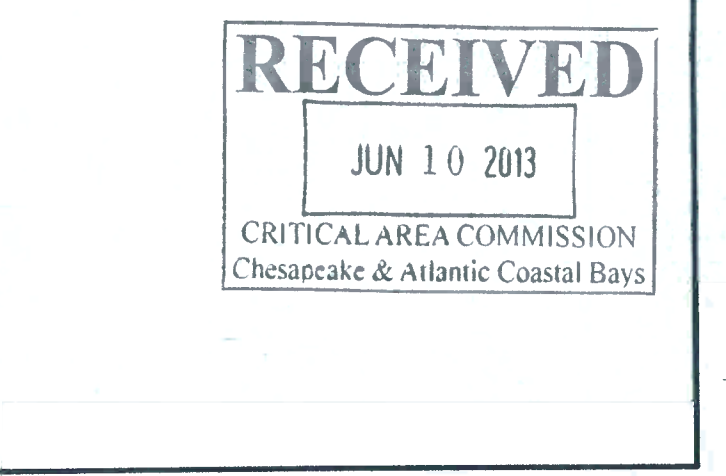
VICINITY MAP

SCALE: 1" = 2000'
Copyright of the ADC Map People
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(ADC MAP No. 1, 2, 6 & 7)

TIDAL WETLAND CLASSIFICATION TABLE
CLASSIFICATION, AREA, OWNERSHIP, TAX PARCEL/LOT



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

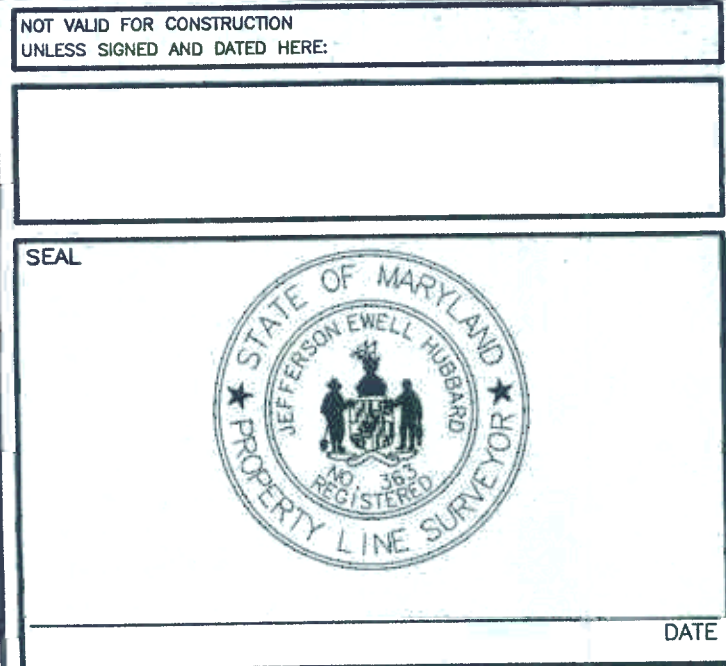


REVISIONS table with columns: No., DATE, DESCRIPTION, BY.

PRELIMINARY PLAT
NOT TO BE RECORDED

Lane Engineering, LLC
Established 1986
Civil Engineers • Land Planning • Land Surveyors

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED AND DATED HERE:



YORKTOWN FARM-SUBDIVISION
OF LOT 2 AND REALIGNMENT
SERVING LOTS 1, 2, 3, 4 & 5
AND AMENDED FCP 2012-06
AND BMP #M1108.

IN THE FOURTH ELECTION DISTRICT
TALBOT COUNTY, MARYLAND
TAX MAP 10 GRID 10 PARCEL 49 LOT 2

Table with columns: SHEET No., DATE, JOB No., FILE No., SCALE.

Vertical text on the left margin containing project information and dates.

BALD EAGLE NEST RESTRICTIONS

ZONE 1 - 330' SETBACK FROM ACTIVE BALD EAGLE NEST; NO LAND USE CHANGES, INCLUDING CLEARING, GRADING, BUILDING ETC., NO DEVELOPMENT OR TIMBER HARVESTING AT ANY TIME.

ZONE 2 - 660' SETBACK FROM ACTIVE BALD EAGLE NEST; NO LAND USE CHANGES OR TIMBER HARVESTING ACTIVITIES SHOULD OCCUR DURING THE NESTING SEASON, WHICH IS FROM DECEMBER 15 THROUGH JUNE 15, AND CLEARCUTTING SHOULD BE AVOIDED AT ANY TIME.

ZONE 3 - 1320' SETBACK FROM ACTIVE BALD EAGLE NEST; NO LAND USE RESTRICTIONS, HOWEVER, NO CONSTRUCTION OR TIMBER HARVEST ACTIVITIES SHALL OCCUR DURING THE NESTING SEASON WHICH IS FROM DECEMBER 15 THROUGH JUNE 15.

NON-AGRICULTURAL DEVELOPMENT ON LOT 2 IS RESTRICTED TO THE DEVELOPMENT ENVELOPE SHOWN HEREON. THE UPLAND, NON-FORRESTED PORTION OF THE 100 FOOT WIDE CRITICAL AREA BUFFER AREA ADJOINING THIS DEVELOPMENT ENVELOPE COMPRISES THE ONLY AREA OF THE BUFFER ON LOT 2 TO BE ESTABLISHED UPON A CHANGE OF LAND WITHIN THE DEVELOPMENT ENVELOPE

LINE	BEARING	LENGTH
L1	N 04°42'41" E	147.10'
L2	N 13°24'53" E	464.73'
L3	N 06°22'56" E	357.16'
L4	N 02°39'31" W	445.31'
L5	N 12°57'23" E	130.87'
L6	S 30°35'18" E	208.54'
L7	S 82°04'12" E	630.92'
L8	N 57°50'09" E	205.71'
L9	N 44°03'39" E	269.64'
L10	N 79°13'34" E	95.50'
L11	S 43°28'15" E	218.23'
L12	S 79°44'16" E	175.79'
L13	S 42°05'45" E	354.55'
L14	S 60°07'45" E	220.14'
L15	S 85°00'11" E	280.04'
L16	S 58°49'50" E	274.48'
L17	S 88°24'37" E	178.12'
L18	N 70°32'06" E	198.10'
L19	S 68°03'10" E	199.96'
L20	S 15°38'32" E	222.98'
L21	N 85°55'10" E	73.80'
L22	N 02°08'30" W	379.97'
L23	N 79°10'33" W	284.87'
L24	N 79°10'33" W	234.87'
L25	N 79°10'33" W	50.00'
L26	N 10°48'27" E	40.00'
L27	S 79°10'33" E	284.87'
L28	S 79°10'33" E	239.14'
L29	S 05°06'30" E	379.97'
L30	S 31°06'08" W	127.95'
L31	S 52°23'13" E	62.48'
L32	N 09°53'11" W	73.09'
L33	N 34°48'04" W	279.41'
L34	N 08°45'10" E	213.06'
L35	N 08°45'10" E	163.06'
L36	N 06°49'10" E	50.00'
L37	N 74°01'43" E	95.17'
L38	S 74°45'47" W	138.51'
L39	N 51°08'02" E	480.52'
L40	N 04°07'59" E	46.94'
L41	N 68°01'43" E	115.26'

- LEGEND (SHEET 2 ONLY)**
- DENOTES IRON ROD FOUND
 - DENOTES CONCRETE MONUMENT FOUND
 - DENOTES IRON ROD SET
 - DENOTES STONE FOUND
 - DENOTES COMPUTED POINT
 - DENOTES EXISTING PARCEL BOUNDARY
 - DENOTES LOT LINE HEREBY ESTABLISHED
 - DENOTES PRIVATE ROAD RIGHT-OF-WAY EASEMENT HEREBY ESTABLISHED
 - DENOTES SHORELINE REFERENCE LINE
 - DENOTES CRITICAL AREA BOUNDARY
 - DENOTES FLOOD ZONE BOUNDARY
 - DENOTES STREAM
 - NTW DENOTES NON TIDAL WETLANDS
 - TW DENOTES TIDAL WETLANDS
 - DENOTES 50' STREAM BUFFER, 100' SHORE DEVELOPMENT BUFFER AND EXPANDED BUFFER
 - DENOTES RESERVED LAND AREA
 - DENOTES EXPANDED BUFFER AREA FOR STEEP SLOPES AND MAPPED HYDRIC SOILS
 - DENOTES EXISTING TREE LINE
 - SDA DENOTES SEWAGE DISPOSAL AREA PREVIOUSLY APPROVED
 - DENOTES SOIL BORING
 - DENOTES MONITORING WELL
 - DENOTES PIEZOMETER
 - DENOTES PROPOSED DRINKING WATER SUPPLY WELL
 - DENOTES EXISTING WELL FOR AGRICULTURAL USE ONLY
 - DENOTES ABANDONED HAND-DUG WELL
 - PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND
 - DENOTES EXISTING DRAINAGE COURSE
 - DENOTES MATCHLINE
 - DENOTES BALD EAGLE PROTECTIVE ZONE
 - SELF-IMPOSED 150' DELMARVA FOX SQUIRREL (DFS) HABITAT PROTECTION SETBACK BUFFER
 - DENOTES BALD EAGLE NEST SITE, FIELD VERIFIED ON 4/27/10.
 - DENOTES EXISTING ELECTRIC TRANSFORMER
 - DENOTES EXISTING TELEPHONE PEDESTAL
 - VEGETATIVE WATER QUALITY SWALES FOR STORMWATER MANAGEMENT - FOUR FOOT WIDE, FLAT BOTTOM VEGETATED SWALES NOT TO EXCEED 5% GRADE, SWALE SIDE SLOPES VERTICAL TO FOUR FEET HORIZONTAL. THESE SWALES SHALL BE CENTERED ON THE DRAINAGE EASEMENTS/ PROPERTY LINES AND INSTALLED AT THE TIME OF YORKTOWN FARM LANE CONSTRUCTION.
 - DENOTES CONTINUOUS OWNERSHIP
 - NON-AGRICULTURAL DEVELOPMENT ENVELOPE FOR LOT 2
 - SEWAGE DISPOSAL AREA PREVIOUSLY APPROVED HEREBY ABANDONED

RECEIVED

JUN 10 2013

CRITICAL AREA COMMISSION
Chesapeake & Albemarle Coastal Bays

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	8/3/12	PER TAC NOTICE TO PROCEED DATED 5/17/12	WBS
2	5/9/13	PER TAC NOTICE TO PROCEED DATED 10/3/12	WBS

PRELIMINARY PLAT
NOT TO BE RECORDED

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) 221-2818
354 Pennsylvania Ave., Centreville, MD 21617 (410) 758-2095

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE

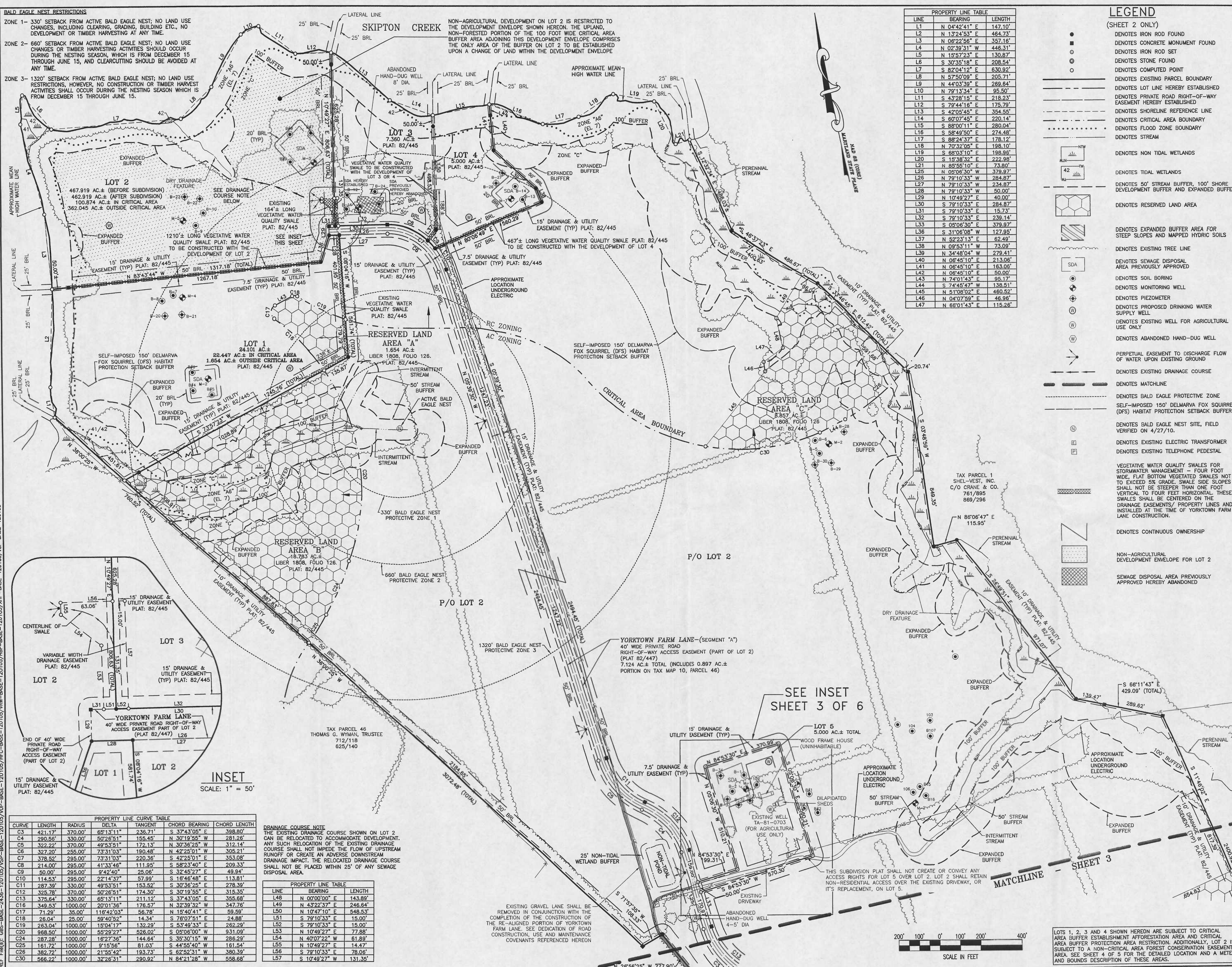
STATE OF MARYLAND
PROPERTY LINE SURVEYOR

DATE

YORKTOWN FARM-SUBDIVISION OF LOT 2 AND REALIGNMENT OF YORKTOWN FARM LANE SERVING LOTS 1, 2, 3, 4 & 5 AND AMENDED FCP 2012-06 AND BMP #M1108.

ISSUED FOR: SKETCH PLAT REVIEW DATE: 4/3/12 BY: WBS
PRELIMINARY PLAT REVIEW DATE: 8/3/12 BY: WBS
TAC - FINAL PLAT REVIEW DATE: 5/9/13 BY: WBS

SHEET No. 2 OF 6 DATE: 4/3/12
SCALE: AS NOTED JOB No. 120105
FILE No. 1143



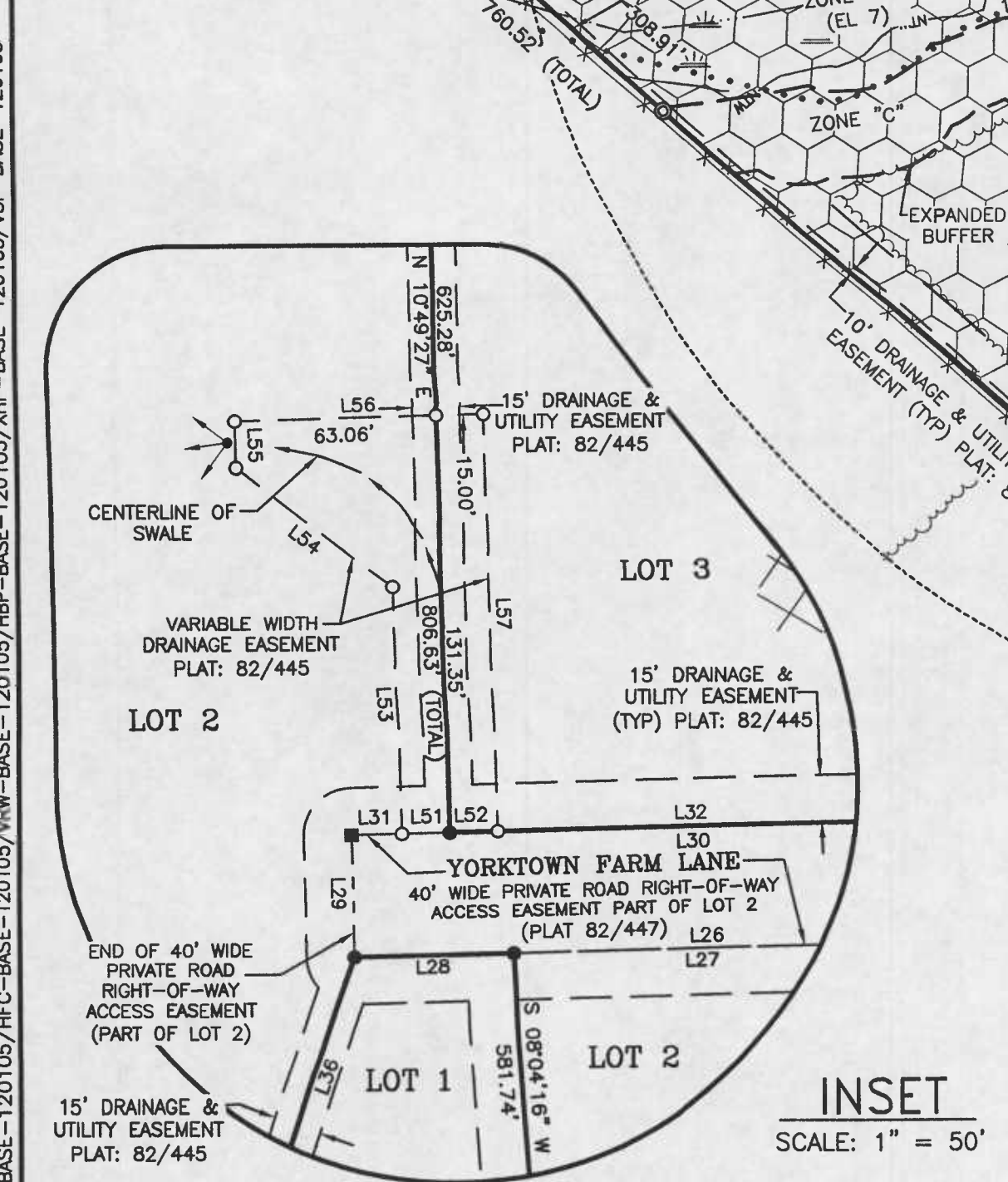
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C3	421.17'	370.00'	65°13'11"	236.21'	S 37°43'05" E	398.80'
C4	280.56'	330.00'	50°19'55"	155.45'	N 30°19'55" W	281.28'
C5	322.72'	370.00'	49°53'51"	172.13'	N 30°36'25" W	312.14'
C6	327.20'	255.00'	73°31'03"	190.48'	N 42°25'01" W	305.21'
C7	378.52'	285.00'	73°31'03"	220.36'	S 42°25'01" E	353.08'
C8	214.00'	295.00'	41°33'46"	111.95'	S 58°23'40" E	209.33'
C9	50.00'	295.00'	9°42'40"	25.06'	S 32°45'27" E	49.94'
C10	114.53'	295.00'	22°14'37"	57.99'	S 18°48'48" E	113.81'
C11	287.39'	330.00'	49°53'51"	155.45'	N 30°19'55" W	278.39'
C12	326.78'	370.00'	50°26'51"	174.30'	S 30°19'55" E	315.35'
C13	375.64'	330.00'	65°13'11"	211.12'	S 37°43'05" E	355.68'
C16	349.53'	1000.00'	20°01'36"	176.57'	N 32°39'32" W	347.76'
C17	71.29'	35.00'	116°42'03"	56.78'	N 15°40'41" E	59.59'
C18	26.04'	25.00'	59°40'52"	14.34'	S 78°07'51" E	24.88'
C19	283.04'	1000.00'	15°04'17"	132.29'	S 53°49'33" E	282.29'
C20	968.50'	1000.00'	85°29'27"	528.02'	S 03°08'00" W	931.09'
C24	287.28'	370.00'	16°27'36"	144.64'	S 35°30'15" W	286.29'
C25	161.72'	1000.00'	9°15'56"	81.03'	S 44°55'40" W	161.54'
C26	382.72'	1000.00'	21°55'42"	193.73'	S 62°52'31" W	380.39'
C30	566.22'	1000.00'	32°26'31"	290.92'	N 84°21'28" W	558.68'

PROPERTY LINE TABLE

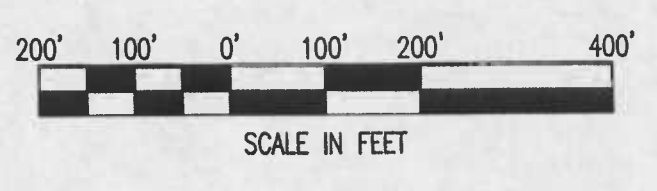
LINE	BEARING	LENGTH
L48	N 00°00'00" E	143.89'
L49	N 43°22'37" E	246.64'
L50	N 10°47'10" E	548.53'
L51	S 79°10'33" E	15.00'
L52	S 79°10'33" E	15.00'
L53	N 10°49'27" E	77.89'
L54	N 40°07'22" W	61.89'
L55	N 10°49'27" E	14.47'
L56	S 79°10'33" E	78.06'
L57	S 10°49'27" W	131.35'

DRAINAGE COURSE NOTE
THE EXISTING DRAINAGE COURSE SHOWN ON LOT 2 CAN BE RELOCATED TO ACCOMMODATE DEVELOPMENT. ANY SUCH RELOCATION OF THE EXISTING DRAINAGE COURSE SHALL NOT IMPED THE FLOW OF UPSTREAM RUNOFF OR CREATE AN ADVERSE DOWNSTREAM DRAINAGE IMPACT. THE RELOCATED DRAINAGE COURSE SHALL NOT BE PLACED WITHIN 25' OF ANY SEWAGE DISPOSAL AREA.

EXISTING GRAVEL LANE SHALL BE REMOVED IN CONJUNCTION WITH THE COMPLETION OF THE CONSTRUCTION OF THE RE-ALIGNED PORTION OF YORKTOWN FARM LANE. SEE DEDICATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS REFERENCED HEREON



Date: 05/09/2013 1:58:09m User: rfdan Project: Mearns-WBS
Drawing Path: U:\2012\0100\120105\CondData\DWG\VFSP-PCS-120105.dwg
XREF File(s): CBS-BASE-2436-120105\VFSP-BASE-120105\VFSP-BASE-120105.dwg



LOTS 1, 2, 3 AND 4 SHOWN HEREON ARE SUBJECT TO CRITICAL AREA BUFFER ESTABLISHMENT AFFORESTATION AREA AND CRITICAL AREA BUFFER PROTECTION AREA RESTRICTIONS. ADDITIONALLY, LOT 2 IS SUBJECT TO A NON-CRITICAL AREA FOREST CONSERVATION EASEMENT AREA. SEE SHEET 4 OF 6 FOR THE DETAILED LOCATION AND A METES AND BOUNDS DESCRIPTION OF THESE AREAS.

