Martin O'Malley Governor

Anthony G. Brown Lt. Governor



Margaret G. McHale Chair

> Ren Serey Executive Director

STATE OF MARYLAND CRITICAL AREA COMMISSION CHESAPEAKE AND ATLANTIC COASTAL BAYS

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

May 10, 2010

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

Re: Wye Cottage Subdivision and Buffer Management Plan M1104

Dear Ms. Verdery:

Thank you for providing updated information on the above-referenced subdivision. The applicant is proposing to create a five lot subdivision. The parcel is 454.14 acres in size; with 129.29 acres located within the Critical Area and designated as a Resource Conservation Area (RCA).

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

- 1. If this subdivision is approved, the applicant will have exhausted five development rights in the Critical Area. Only one development will remain. We note that this development right will be subject to the 200-foot Buffer, should it be utilized in the future.
- 2. We note that the comments regarding the 200-foot Buffer from our August 27, 2008 letter still apply to this subdivision application.
- 3. The Critical Area Environmental Impact Assessment and site plan state that the Buffer has been expanded to include nontidal wetland Buffers. The Buffer must be expanded to the edge of nontidal wetlands, but should not include the nontidal wetlands Buffer. Please have the applicant revise the plats, Buffer Management Plan, and Environmental worksheet to show this change.
- 4. The Critical Area Environmental Impact Assessment states that a portion of the property is located within the protective zones for a Great Blue Heron Colony. Further, the assessment states that the DNR Wildlife and Heritage Service (WHS) has permitted the applicant to construct within Lot 5 within the Zone 2 protection area, provided that the applicant adheres to time of year restrictions for construction during the breeding season of the herons (February 15-July 31). Construction in Zone 2 is typically prohibited. Despite this determination, we recommend that the County be more restrictive and require the applicant to adhere to standard Zone 2 protections, which restricts construction activities, including clearing, grading, and building at all times. It appears that the applicant has adequate land to develop a fifth lot within the Critical Area portion of the property without having to impact this sensitive area.

In addition, we have the following comments in regard to the Buffer Management Plan:

- 1. The "plan purpose" (Sheet BMP 101) section and the "Buffer Establishment Time-Frame Provision" section both state that the Buffer will be established on Lot 1 within one year of subdivision recordation. We note that all plantings must occur on Lot 1 in the next available planting season after the subdivision is recorded. Please have the applicant revise this note.
- 2. Under the "Buffer Establishment Time Frame" section of the BMP, the applicant states that establishment on Lots 2, 3, 4, and 5 "is required on a lot by lot basis within 12 months from the start of land disturbance activities or building construction related to a change of land use on a subject lot or parcel." As stated in COMAR 27.01.09.01-3.J(2), establishment will be required on Lots 2, 3, 4, and 5 at a planting date that occurs either before construction or before sale of the lot. Please have the applicant revise this note.
- 3. The applicant proposes to plant 215 Siberian crabapple seedlings. These plants are not native to the area. Please have the applicant replace this species with the American crabapple (Malus coronaria).
- 4. The COMAR reference for the landscape stock table should be revised to "COMAR 27.01.09.01-2.I."
- 5. The COMAR reference for the seedling stock table should be revised to "COMAR 27.01.09.01-2.K."
- 6. The COMAR citations under the "Warranty Provisions" should be revised to "COMAR 27.01.09.01-2.J" and "COMAR 27.01.09.01-2.K," respectively.
- 7. The Inspection Plan should be clarified to indicate that it is the County's responsibility to determine compliance with the survivability requirements of the planting areas and the County may not release a bond or any applicable permit until inspection is completed.
- 8. Please delete Note 5 of the inspection agreement. These provisions are not included in the regulations.
- 9. The cost estimate includes tree shelters at \$4 each. While we recommend using tree shelters to ensure survivability, this cost seems high. Forestry Suppliers catalog offers rigid seedling protector tubes in bulk for approximately thirty-five cents each. The applicant may be able to use more tree shelters at this lower cost.
- 10. Under the "Specialized Site Preparation" section of the BMP, the last note in the planting specifications for landscape stock states that planting schedules will coincide with the overall progress for site construction. Similarly, the planting specifications for seedlings and bareroot/whip stock states that plantings will occur in the early spring. We note that all plantings must occur in the next available planting season after the subdivision is recorded, except for those lots that will remain in agricultural use and have an approved Water Quality Plan from the County. Those lots may establish their Buffer in the next planting season after a Building Permit is issued. Please have the applicant revise these notes accordingly.

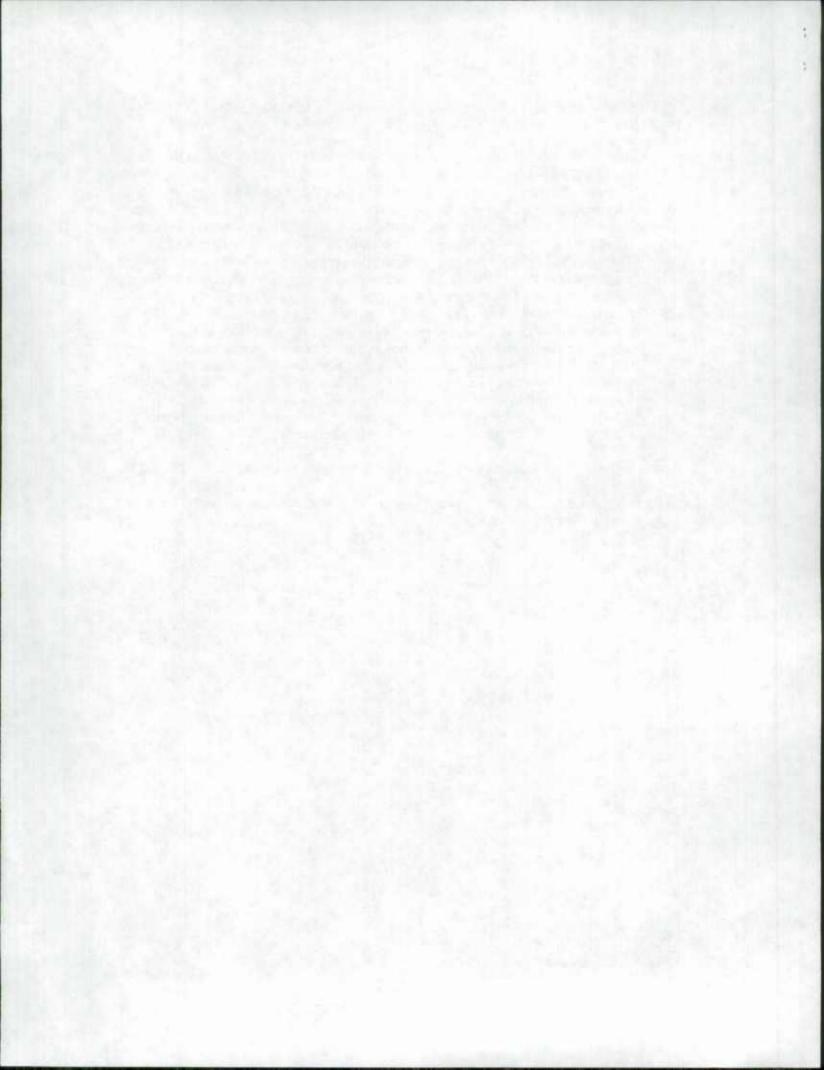
- 11. We note that it is the applicant's responsibility to plant all five lots and to put up a bond for the planting (as indicated on the plan). To ensure that this planting occurs as required, we recommend the following:
 - a. The County should require a separate document to be held on file with both the permit office and the planning office. This document should clearly identify the responsibilities of the applicant for the planting per each lot, include the proposed planting date, outline the survivability requirements for each area of planting so the County can easily inspect the property, and identify the bond. It should also contain the inspection agreement with times for inspection so the County and the applicant are aware of the requirements. Lastly, it should contain the applicant's signature indicating they are aware of their responsibilities to meet the planting requirements. The applicant should maintain a copy of this document with the planting plan for their personal records.
 - b. COMAR 27.01.09.01-3.J(2)(d) states the maintenance plan must include a planting date for either before construction or before sale of the lot. If the applicant intends to sell the lots before construction, the planting date is required to occur prior to sale of the lots.
 - c. The notes regarding the timing for planting should be amended to state that the bond or other financial surety may not be returned until plantings have been provided. This information should also be included on the document discussed above. If the applicant does not intend to sell the lots prior to the expiration of bond or other surety, then the planting must be completed before the financial surety ends.
- 12. Prior to recordation of the subdivision plat, the applicant must meet COMAR 27.01.09.01-2.M.

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

Sincerely,

ch Helly

Nick Kelly Natural Resource Planner cc: TC 452-08 Bill Stagg, Lane Engineering, Inc.



Martin O'Malley Governor

Anthony G. Brown Lt. Governor



Margaret G. McHale Chair

> Ren Serey Executive Director

STATE OF MARYLAND CRITICAL AREA COMMISSION CHESAPEAKE AND ATLANTIC COASTAL BAYS

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

February 26, 2010

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

Re: Wye Cottage Subdivision M1104

Dear Ms. Verdery:

Thank you for providing updated information on the above-referenced subdivision. The applicant is proposing to create a five lot subdivision. The parcel is 454.14 acres in size, with 129.29 acres located within the Critical Area and designated as a Resource Conservation Area (RCA).

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

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

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

However, until such measures are approved, the County must utilize the requirements found in the State regulations, and the submitted Buffer Management Plan (here titled by the applicant as the "Critical Area Afforestation Plan") must be revised. We recommend that the applicant be proactive in applying the planting standards required within the Buffer in order to expedite the final approval process for this **project**.

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

- 1. If this subdivision is approved, the applicant will have exhausted five development rights in the Critical Area. Only one development will remain. We note that this development right will be subject to the 200-foot Buffer, should it be utilized in the future.
- 2. We note that the comments regarding the 200-foot Buffer from our August 27, 2008 letter still apply to this subdivision application.
- 3. The Critical Area Environmental Impact Assessment and site plan state that the Buffer has been expanded for steep slopes, hydric soils, or highly erodible soils. However, it this is not clearly shown on the plan. Please have the applicant provide clarification on the site plan. We note that the Buffer must be expanded in accordance with Commission's Buffer regulations, as mentioned above (COMAR 27.01.09.01).
- 4. Based on the prior comment in this letter, on Sheet 1 of 3, the second general note must be revised to state the following: "...and has been expanded in accordance with COMAR 27.01.09.01...."
- 5. The Critical Area Environmental Impact Assessment states that a portion of the property is located within the protective zone for a Great Blue Heron Colony. The applicant states that the protection zones are noted on the plat. However, these zones do not appear to be shown. Please provide a revised site plan that includes these zones on the plat. This is of significant importance, as construction is not permitted within Zones 1 and 2, and the applicant states that limited activity may be necessary within Zone 2 to accommodate Lot 5.
- 6. With regard to our previous comment, we request that the applicant provide any correspondence they have had with DNR Wildlife and Heritage (WHS) with regard to potential construction within Zone 2 in order to accommodate Lot 5. The County should not approve of this subdivision without this information, to ensure that WHS and FWS are not opposed to the construction activities proposed within this zone.
- 7. It appears that the Septic Disposal Area (SDA) on Lot 5 is partially located within the 100-foot Buffer. This SDA must be relocated so that it is entirely outside of the 100-foot Buffer.

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

Sincerely,

Nick Kelly Natural Resource Planner cc: TC 452-08 Bill Stagg, Lane Engineering, Inc. Martin O'Malley Governor

Anthony G. Brown Lt. Governor



Margaret G. McHale Chair

> Ren Serey Executive Director

STATE OF MARYLAND CRITICAL AREA COMMISSION CHESAPEAKE AND ATLANTIC COASTAL BAYS

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

August 27, 2008

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

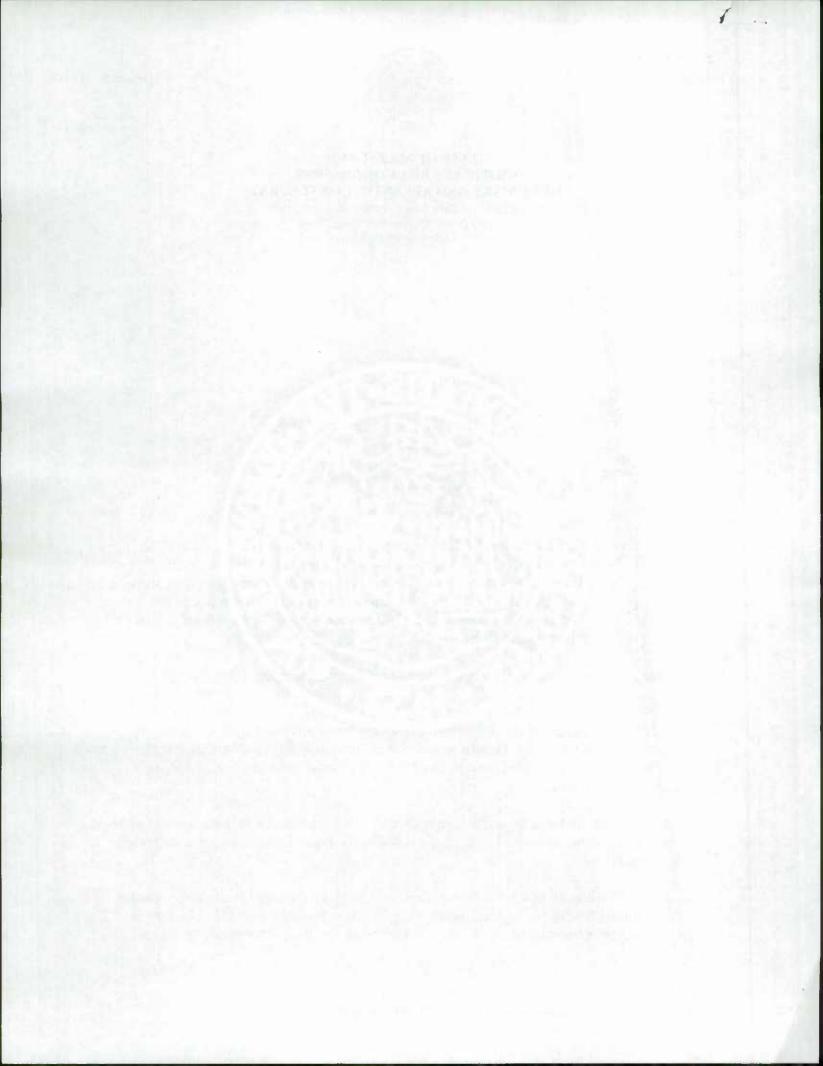
Re: M1109 Wye Cottage Subdivision

Dear Ms. Verdery:

Thank you for providing information on the above referenced subdivision application. The applicant is proposing a six lot subdivision with a 60-foot private road access easement. The sitc is 463.24 acres, is currently developed with a house and accessory residential structure, and is zoned Resource Conservation (RC) and Rural Residential (RR). Total acreage within the Critical Area is 134.74 acres. Upon extracting 2.176 acres for State-owned wetlands, a total of 6 development rights are permitted by density.

Based on the information provided, we have the following comments about this project:

- 1. Aerial photography reveals the entire property is located within an area inhabited by a federally listed endangered species as well as by state listed protected species. The applicant must receive a letter from the Department of Natural Resources (DNR) Wildlife and Heritage Division evaluating the property and must address all recommendations from DNR for protection of these species.
- 2. The development rights summary lists an accessory residential structure in association with the manor house and proposed Lot 1. Please describe the type of accessory structure present on the property.
- 3. The subdivision history states that no subdivision or out conveyances have occurred on the property since 1991. However, the County's Critical Area Program took effect in 1989, so any subdivision activity thereafter is relevant history for the current proposal. Please provide



Kay Verdery Wye Cottage Subdivision August 27, 2008

Page 2

information regarding the nature of the subdivision/conveyance activity which occurred in 1991.

- 4. Any revision to the proposed lot lines should be done so as to avoid impacts to tidal and nontidal wetlands located in the northwest corner of the property.
- 5. 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 the 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 the County's procedures and requirements; and
 - b) By July 1, 2010, the applicant prepares a detailed lot coverage plan drawn to scale and showing the amounts of impervious surface area, partially pervious area, and development pervious surface area in the development project.

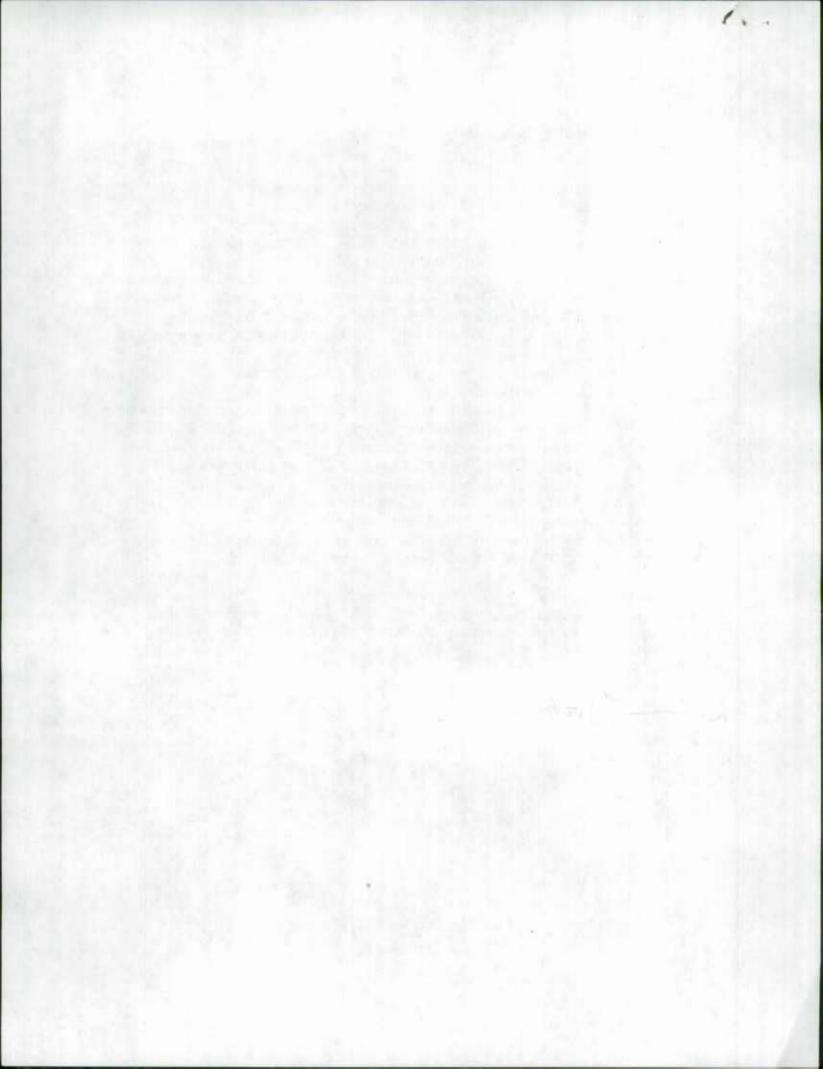
In addition to (a) and (b) above, Section 8, Ch. 119, 2008 Laws of Maryland at 765 requires the lot coverage plan to be approved by the County and implemented in accordance with the approved lot coverage plan. Should the applicant intend to develop this subdivision in accordance with the County's impervious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

Thank you for the opportunity to provide comments on the subdivision request. Please forward a revised submittal which addresses the concerns stated above as soon as it is available. If you have any questions, please contact me at 410-260-3470.

Sincerely,

h. 1- Joch

L. Turcan Hockaday Natural Resource Planner cc:TC 452-08



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

THIS FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION ("Agreement"), dated this ______day of June, 2010, by and between ELIZABETH H. ROBINSON and JENNIFER L. MALMBERG, TRUSTEES, by Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") and TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("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 Fourth Election District of Talbot County, Maryland (hereinafter referred to as "Subdivision" or "Site", as appropriate), more particularly described as follows:

Property Owners: Elizabeth H. Robinson and Jennifer L. Malmberg, Trustees

Property Address: 12810 Wye Landing Road

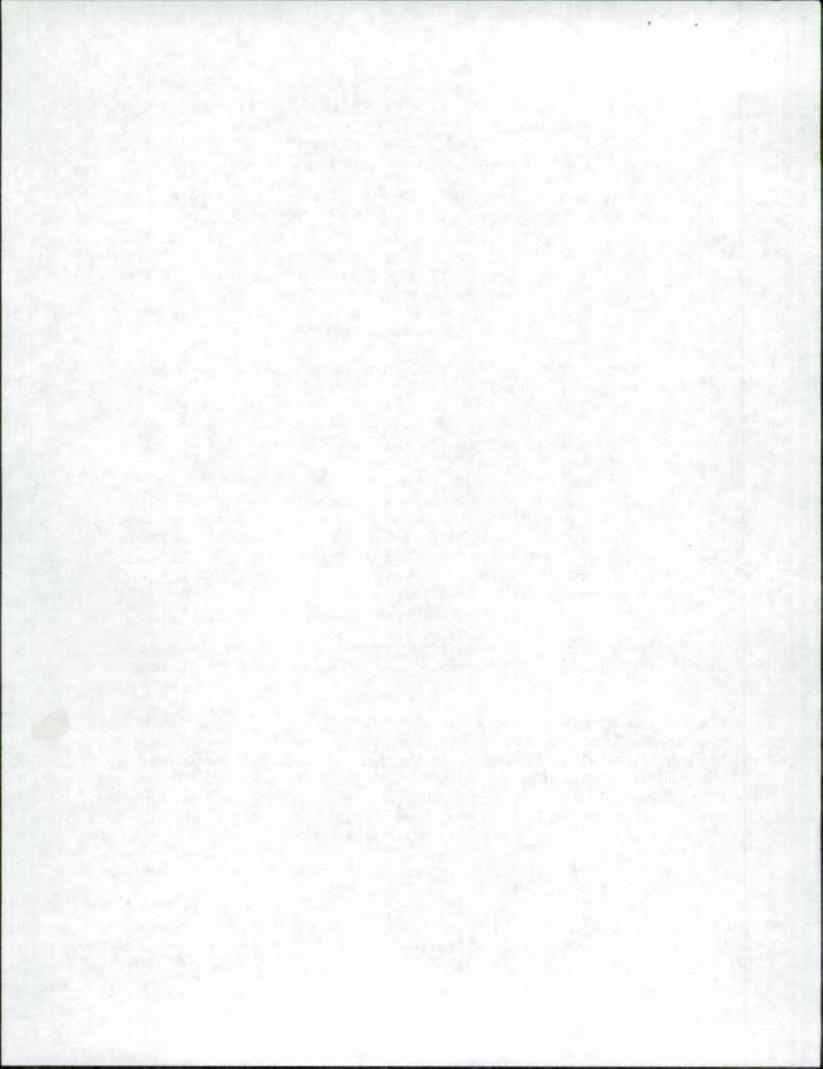
Deed Reference: 1373/261 Plat: 189/85 Acreage: 394.034 acres

Tax Map: 4 Grid: 2 Parcel: 1

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, 2, 3, 4 and 5 (collectively, the "Lots").

D. Pursuant to the provisions of § 190-134C. (2) (d) of the Ordinance and COMAR 27.01.09.01-1, Developer has submitted and County has approved a Forest Preservation-Buffer Management Plan, BMP-#M1109, as prepared by Lane Engineering, LLC, last revised June 7, 2010 ("Plan"), which depicts several afforestation areas designed to establish the 100' Shoreline Development Buffer and Expanded Buffer (collectively, the "Buffer") depicted thereon in natural vegetation and which Plan is incorporated herein by reference. The afforestation areas depicted by the Plan total 4.535 acres and consist of the following areas: "A" (0.____ acres \pm) on Lot 1, "B" (0.____ acres \pm) on Lot 1, "C" (0.451 acres \pm) on Lot 2, "D" (0.441 acres \pm) on Lot 3, "E" (0.548 acres \pm) on Lot 4, and "F" (2.090 acres \pm) on Lot 5, and are collectively referred to as the "Buffer Establishment Afforestation Areas";

E. Upon the occurrence of a triggering event specified herein on a particular Lot, Developer or its successor-in-interest, as owner of such Lot, is required to plant and thereafter



maintain, manage and monitor for a period of not less than two (2) years, and up to five (5) years as specified 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;

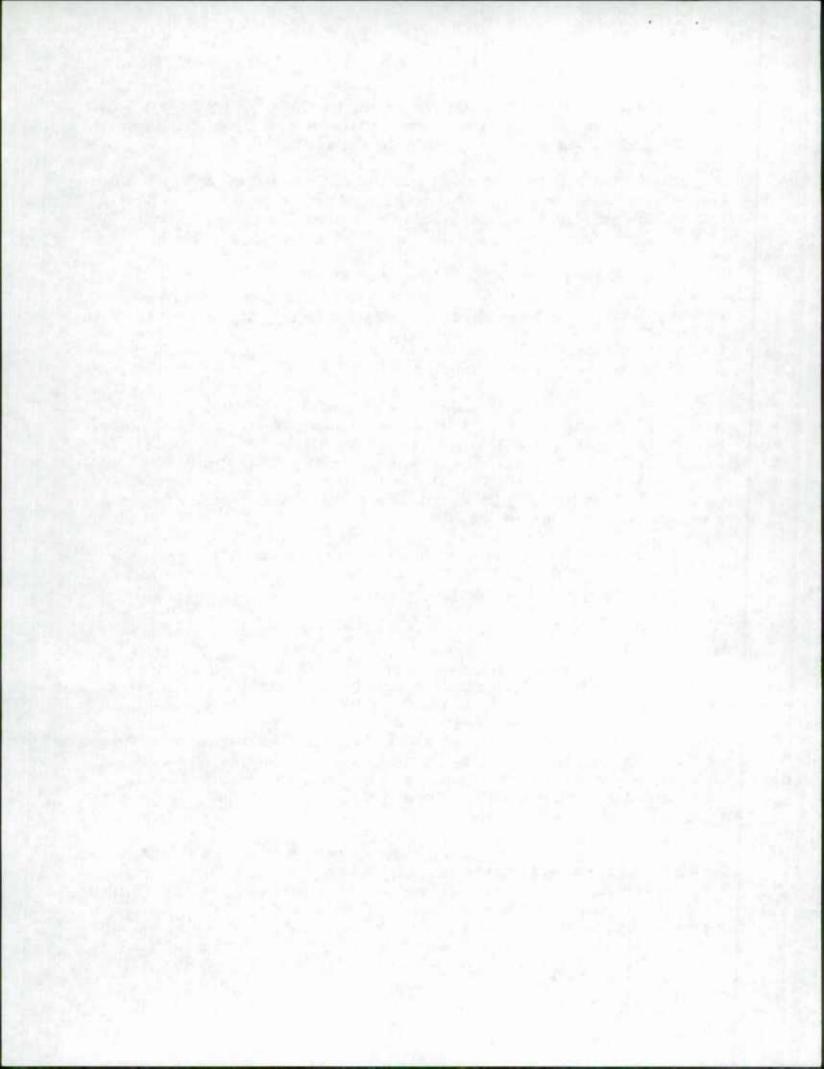
G. Developer, being entitled to do so, desires to establish certain contingent charges upon the Lots in accordance with this Agreement, whereby County will recover the costs of performing Developer's obligations hereunder in the event of a default by Developer, which costs are to be paid by the owner of the defaulting Lot to County. Such costs are referred to herein as the "Remedial Costs" 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. The term "Developer" as used herein shall refer to the owner(s) of a fee simple interest in the Lot as of the time relevant to each applicable provision hereof.

NOW, THEREFORE, in consideration of the foregoing recitals which are made a material part of this Agreement, the County's approval of the 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. <u>Planting and Maintenance</u>: 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 (hereinafter defined) as required by the Ordinance, Regulations, Plan and this Agreement in a manner which ensures the satisfactory establishment of the plant material and at such owner's sole cost and expense. Developer's maintenance and



monitoring of the Buffer Establishment Afforestation Areas 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."

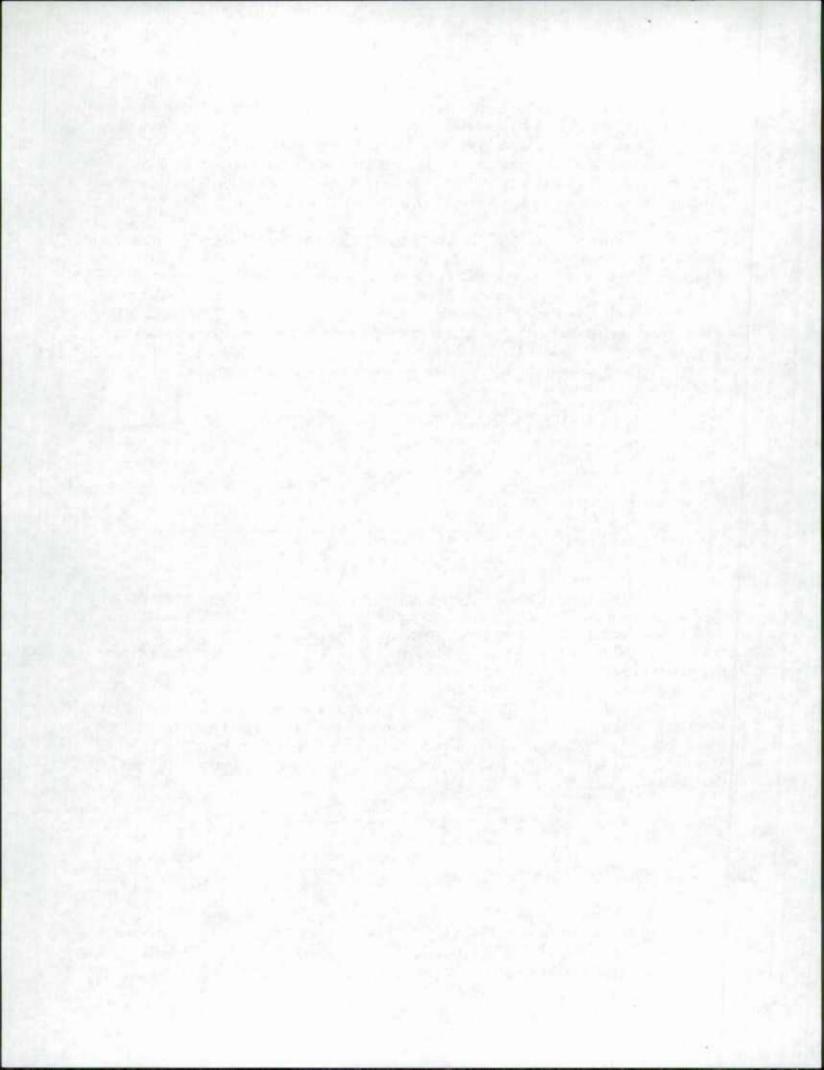
2. <u>Buffer Establishment Areas and Planting and Survival Requirements</u>: The Buffer Establishment Afforestation Areas shall be as designated on the Plan and the final subdivision plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm'", prepared by Lane Engineering, LLC, last revised June 7, 2010 (the "Plat"), both of which are intended to be recorded herewith among the Plat Records of Talbot County, Maryland. 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
¹ / ₂ -inch to 1-inch container grown trees	450	75 percent	2 years
Greater than 1-inch container grown trees	350	90 percent	2 years

3. <u>Timing, Commencement and Completion of the Work</u>: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, including the Plan and this Agreement. Developer shall notify the Talbot County Department of Planning & Zoning at 410-770-8030 at least five 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 ("Wye Cottage Farm, Forest Preservation-Buffer Management Plan, BMP-#M1109"), 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. Lot 1 Planting of the Buffer Establishment Afforestation Area of Lot 1 shall be completed within one (1) year of recordation of the Plat.
- B. Lots 2 through 5 Planting of the Buffer Establishment Afforestation Area on Lots 2 through 5 shall occur on a lot-by-lot basis prior to the earlier of the following events:

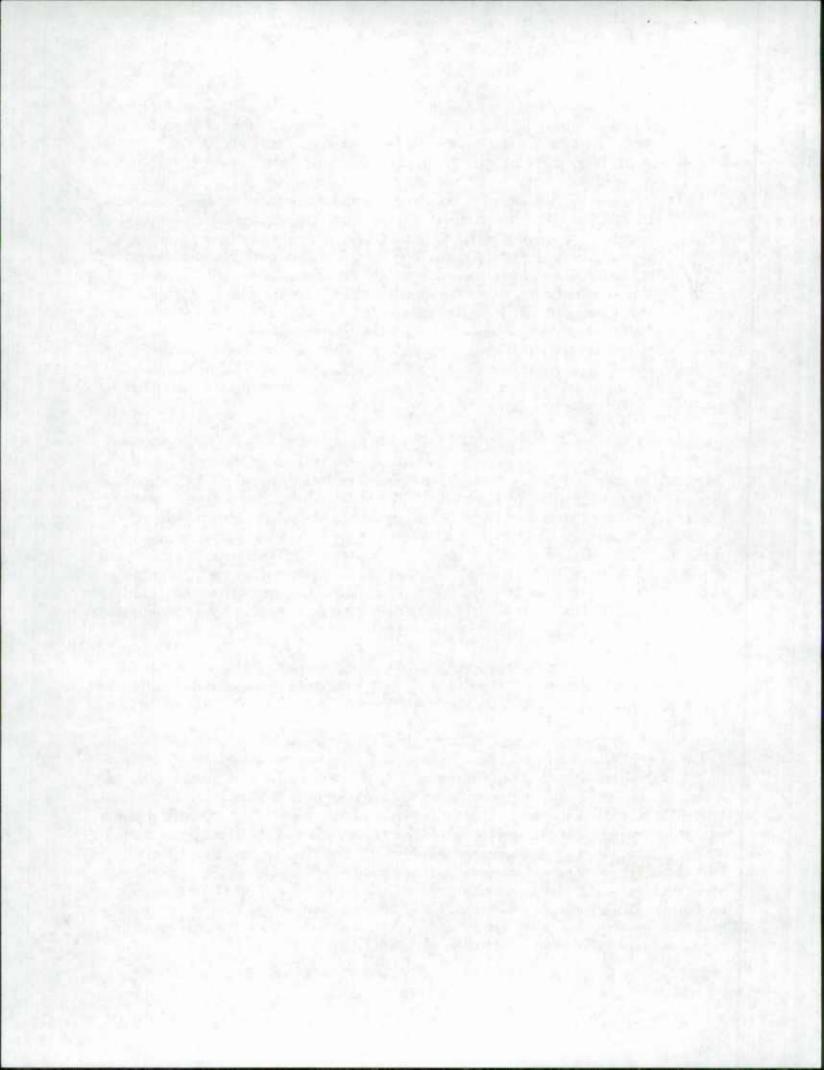


i. the growing season immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of the all or portion(s) of the Buffer Establishment Afforestation Area located on such Lot more than twentyfive (25) feet landward of tidal waters and tidal wetlands; or

ii. issuance of an occupancy permit for a principal residence constructed on such Lot. If this event triggers the Buffer planting requirement, 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 and/or duration of construction render strict compliance with the foregoing occupancy permit deadline inconsistent with this objective, planting of the Buffer Establishment Afforestation Area on such Lot shall be completed not later than prior to the growing season immediately following issuance of the occupancy permit.

4. <u>Maintenance Period; Inspection; Replacement</u>: 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 Maintenace Period duration. Inspections of the Buffer Establishment Afforestation Area on each Lot shall be conducted in accordance with the "Inspection Requirements" notes on Sheet BMP 101 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 Inspection Requirements, Note No. 3 on Sheet BMP 101 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 deliver 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 in 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 Forest and Buffer Conservation Declaration recorded among the Land Records of Talbot County and applicable to such Lot.



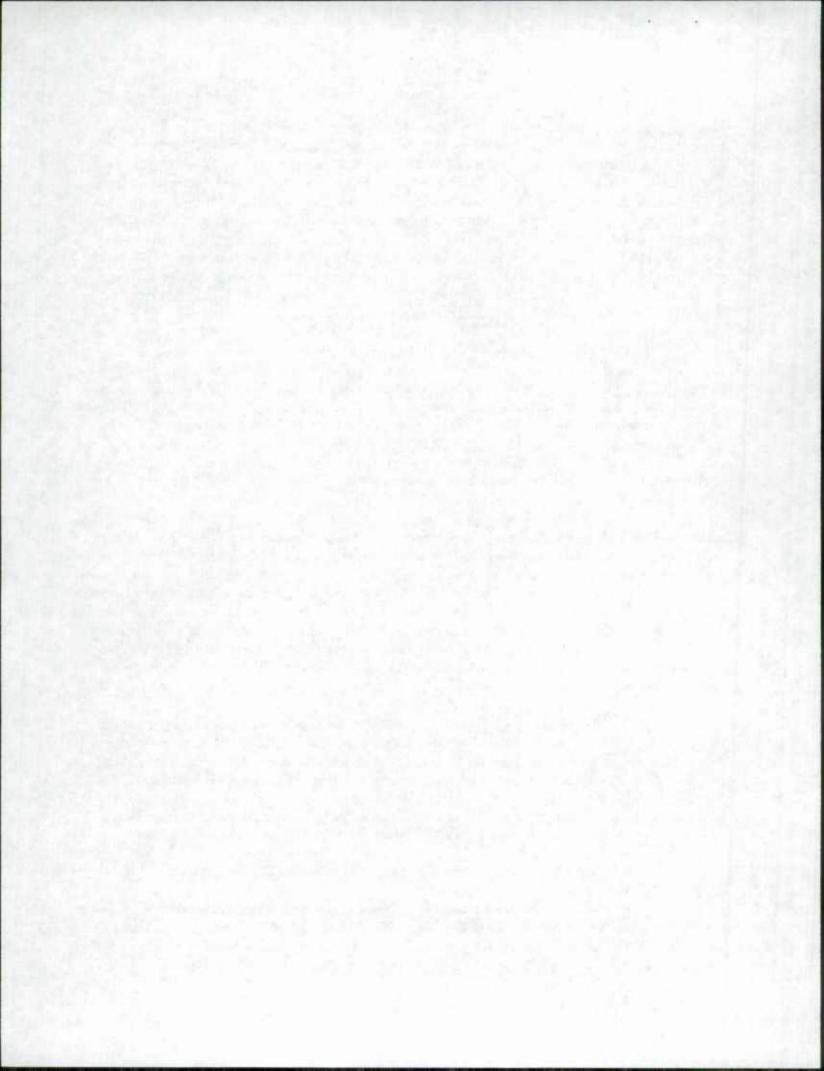
Developer may, at any time, obtain release of one or more Lot(s) from the provisions of Paragraph 10, subparagraphs (B) through (E) and the lien established thereby by delivering to County alternative surety in a form and amount acceptable to County. County shall not unreasonably withhold its approval 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 in 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 Forest and Buffer Conservation Declaration recorded among the Land Records of Talbot County and applicable to such Lot.

6. <u>Damage to County Property</u>: 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. <u>County Inspections</u>: 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. 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. <u>Indemnification</u>: 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. <u>Default; Implementation by County</u>. 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. Developer shall have thirty (30) days within which to cure, unless the Default cannot reasonably be cured within thirty



(30) days, 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 thirty (30) days, unless extended (and in that event within the time as extended), County may 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. <u>County's Recovery of Costs for Remedial Measures</u>. 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.

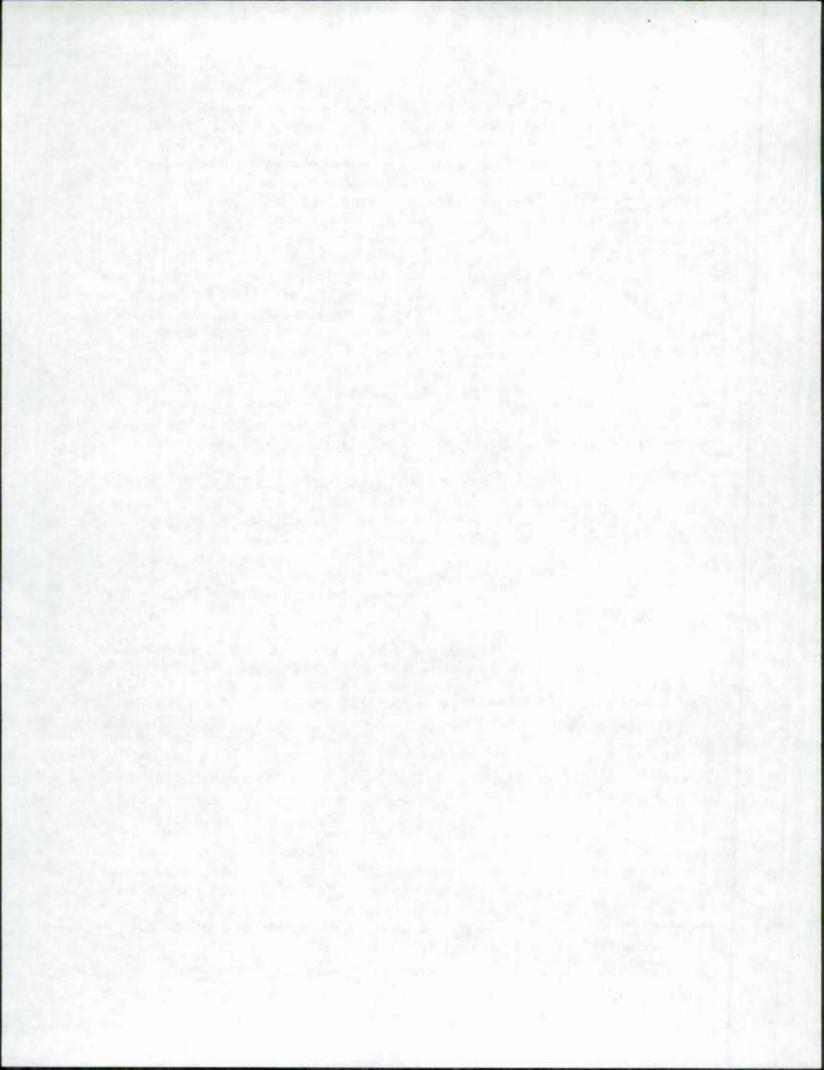
(i) The Remedial Costs (exclusive of Default Interest, Late Fees and Attorneys' Fees) shall be comprised of the following:

(a) County's actual costs to perform 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 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. Two copies of each invoice shall be sent, one via first class mail, postage prepaid and one 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 as such owner may designate in writing to County, from time to time. Developer shall pay such invoice(s) in full one or before 30 days after the date of mailing.



(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.

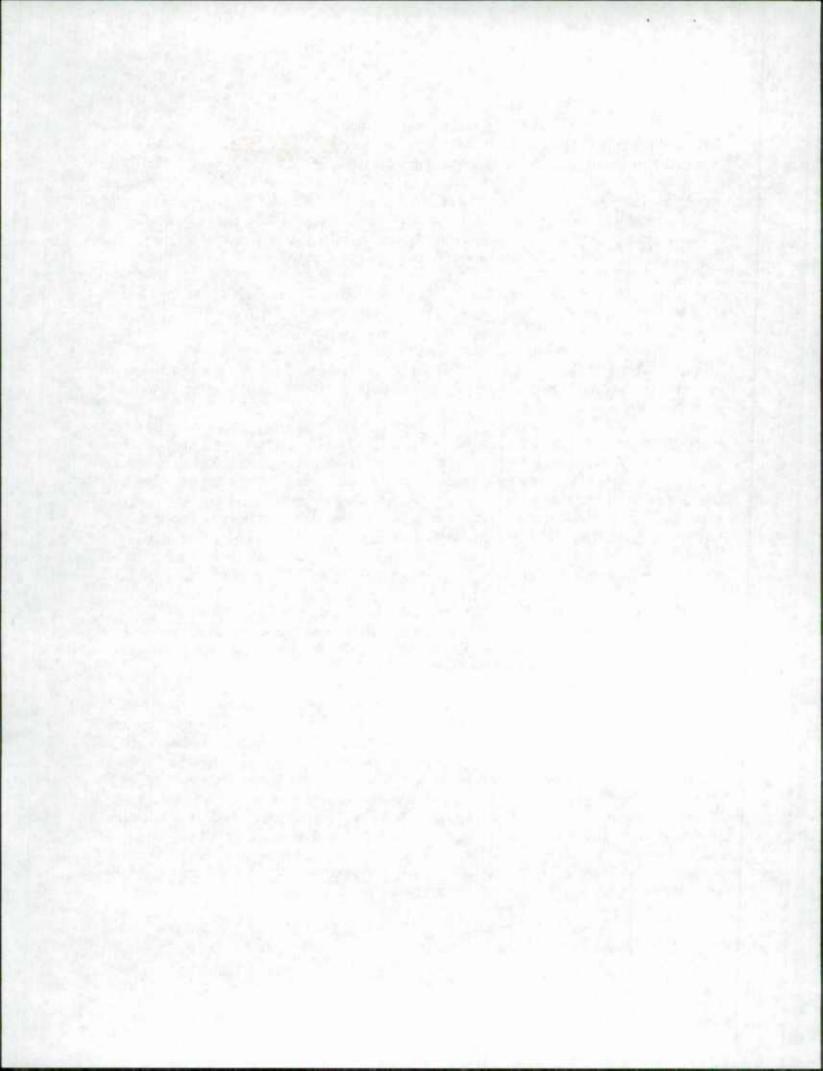
(iv) If any owner shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that owner's Lot in accordance with this Agreement, and County shall institute any legal and/or equitable proceedings to collect such delinquent debt, collection costs and reasonable attorneys' 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. <u>Establishment of Lien and Personal Obligation</u>. Developer hereby establishes against each of the Lots, and each owner of a Lot, by acceptance of a deed therefore, whether it is expressly set forth in such deed or not: (1) covenants and agrees to pay to the County 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 sccure payment of the Remedial Costs are 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.

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 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 have.

C. <u>Right of Redemption</u>. 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,

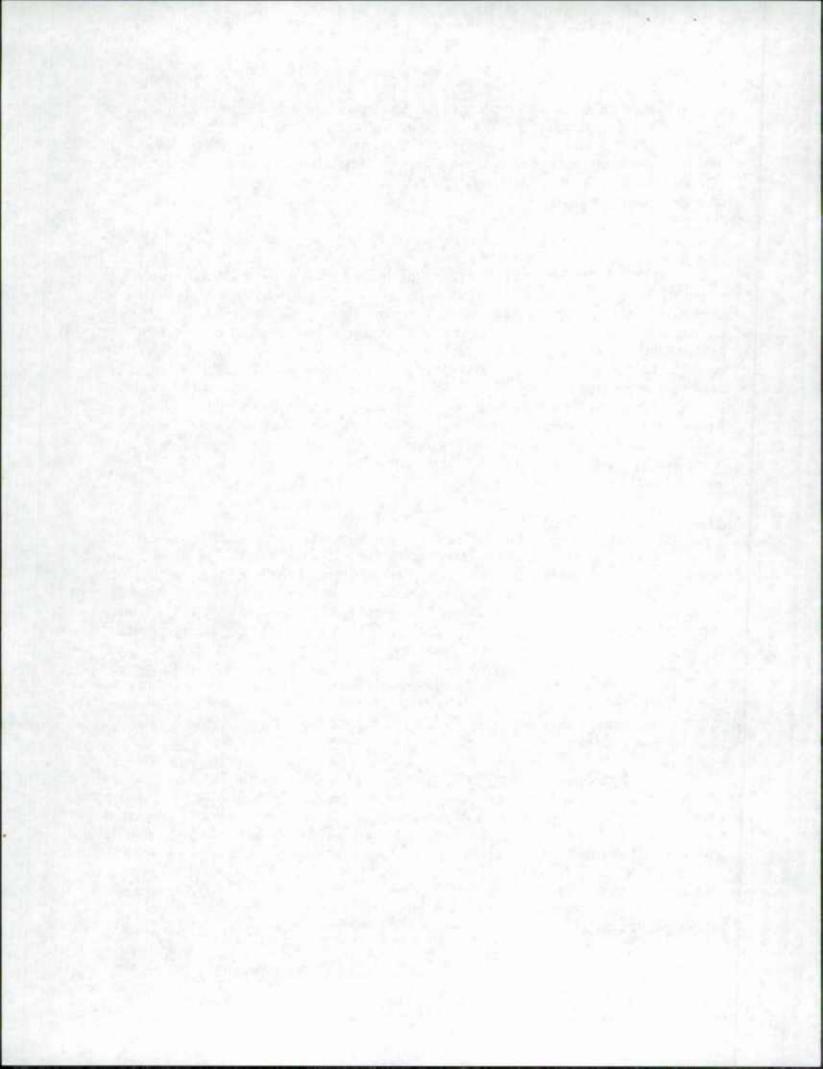


shall have the right to have enforcement of this Agreement against said Lot discontinued at any time prior to the earlier of: (i) five (5) days before sale of the Lot pursuant to the power of sale contained herein, or (ii) entry of a judgment enforcing the provisions hereof, provided that the owner or 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. <u>Priority of Lien</u>. 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 selling owner 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 purchasing owner's right to recover from the selling owner amounts paid by the purchasing owner for unpaid Remedial Costs which accrued prior to the purchasing owner's acquisition of title.

E. <u>Power of Sale</u>. 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 Michael Pullen, Esquire ("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 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.

11. 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 a penalty of thirty cents (\$0.30) per square foot of area found to be in noncompliance. 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.



12. General Provisions:

A. <u>Waiver of Appeal Rights</u>. 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. <u>Binding Effect</u>. 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 be obligations of Elizabeth H. Robinson, Trustee and Jennifer, L. Malmberg, Trustee, under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 and their successors and assigns only during and for so long as such trust, successor or assign is the fee simple owner of the Lot(s).

C. <u>Captions and Gender</u>. 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. <u>Interpretation, Enforcement and Recordation</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, excluding choice of law principals, 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. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

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

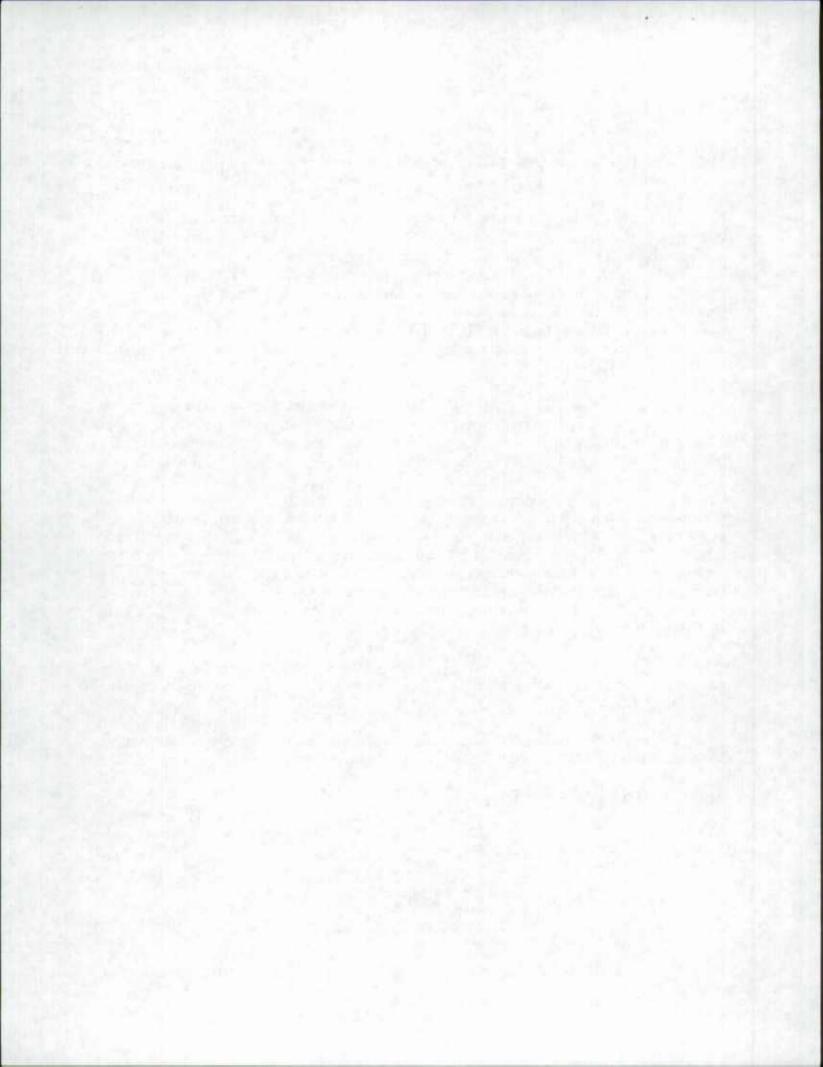
APPROVED AND AGREED TO:

ATTEST:

TALBOT COUNTY, MARYLAND

Date:_____

Sandy Coyman Talbot County Planning Officer



ATTEST:

ELIZABETH H. ROBINSON AND JENNIFER L. MALMBERG, TRUSTEES

Date:

By: Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004

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 NEW JERSEY, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared JENNIFER L. MALMBERG, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and further acknowledged said instrument to be her act and deed in her capacity as trustee.

WITNESS my hand and Notarial Seal.

My Commission expires:

Notary Public

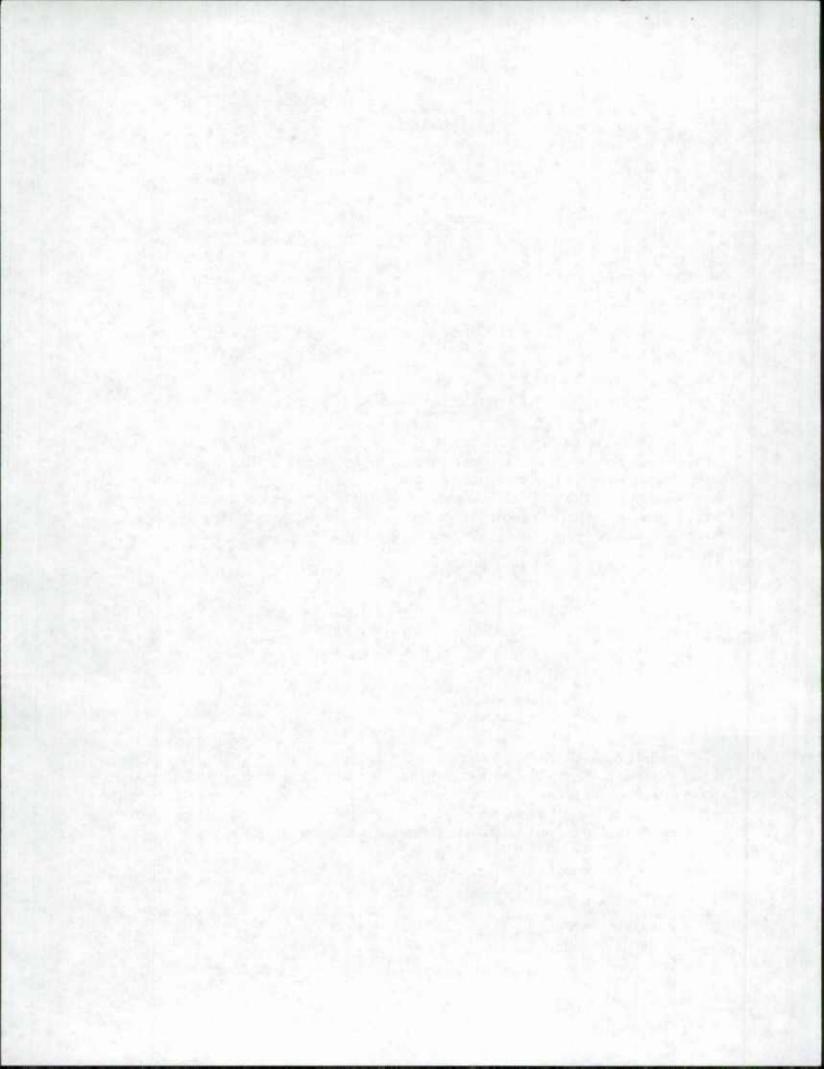


EXHIBIT A

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

Wye Cottage – 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 ("County") for the benefit of ______ ("Owner") and his/her/its/their successors and assigns:

WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") executed a "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 through 5 ("Lots") of a subdivision known as "Wye Cottage Farm" and depicted by a plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm", prepared by Lane Engineering, LLC, last revised June 7, 2010 and recorded among the Plat Records of Talbot County in Plat Book _____, pages _____ ("Plat");

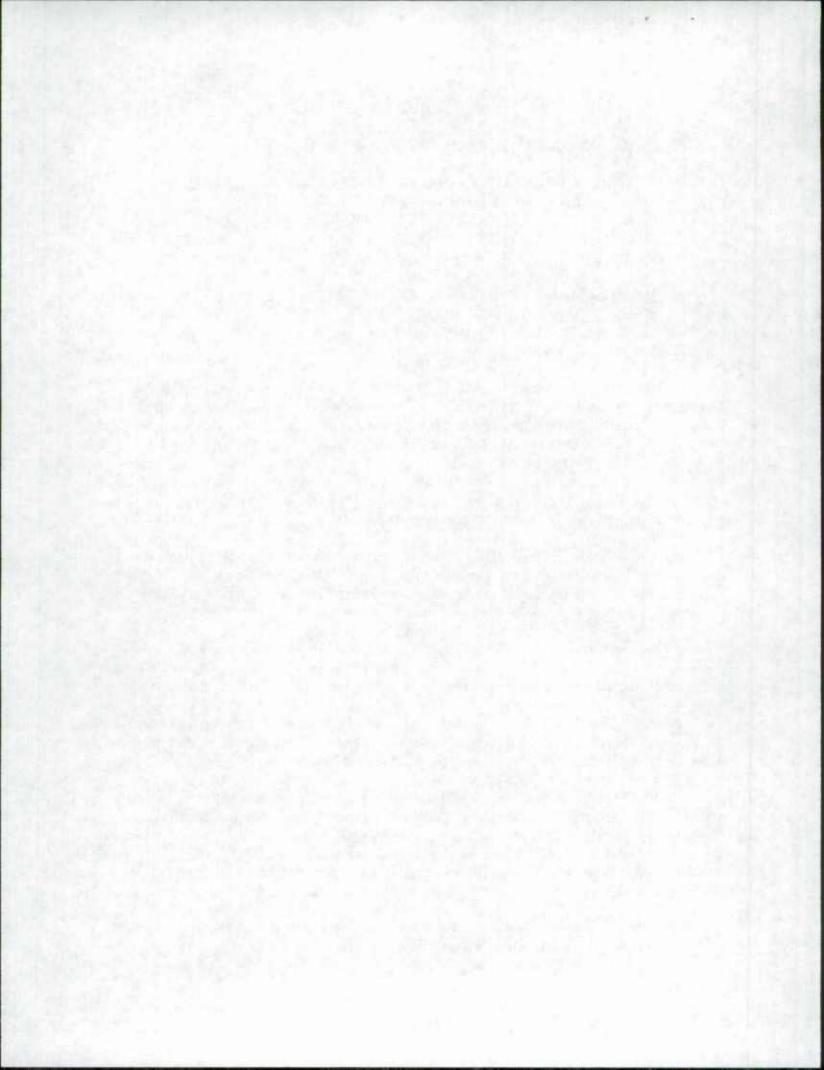
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the Count yin the event that the owner 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 Forest and Buffer Conservation Declaration 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

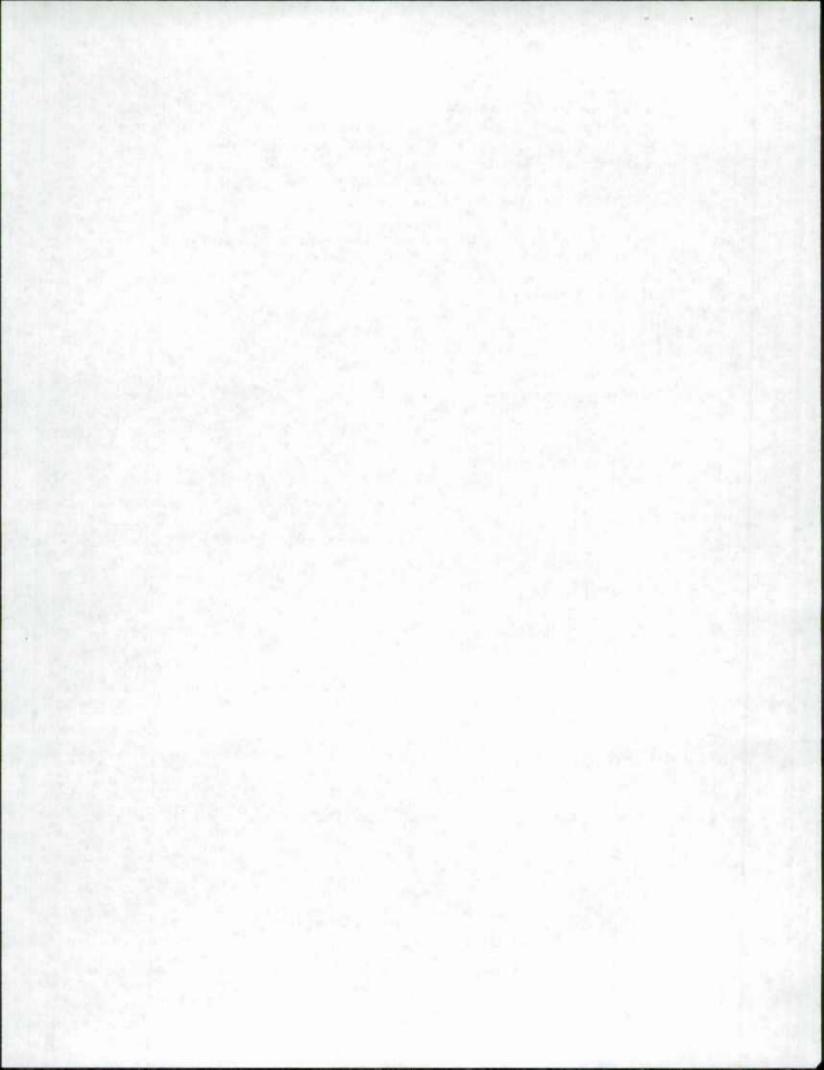


EXHIBIT B

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

Wye Cottage – 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 ("County") for the benefit of ______ ("Owner") and his/her/its/their successors and assigns:

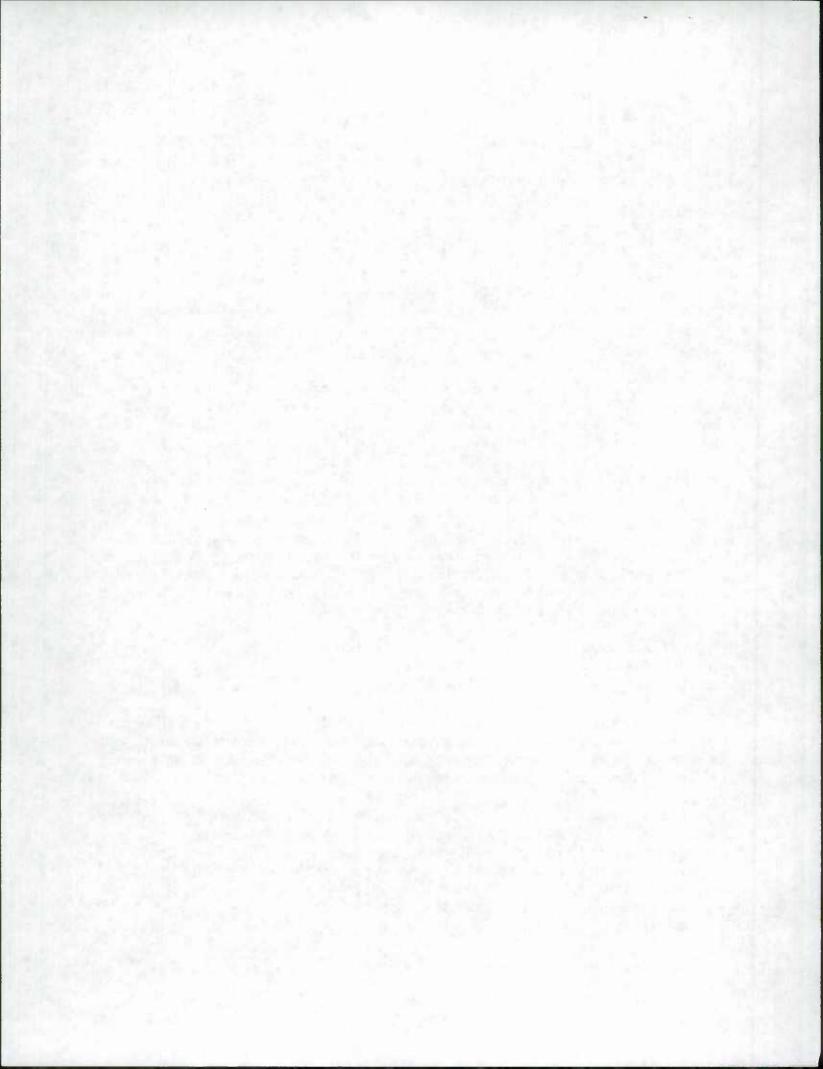
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") executed a "Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June _____, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber _____, folio ______ ("Surety Declaration"), which applies to Lots 1 through 5 ("Lots") of a subdivision known as "Wye Cottage Farm" and depicted by a plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm", prepared by Lane Engineering, LLC, last revised June 7, 2010 and recorded among the Plat Records of Talbot County in Plat Book _____, pages ______ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the Count yin 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, subparagraphs (B) through (E) 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, subparagraphs (B) through (E) 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, subparagraphs (B) through (E);
- (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 Forest and Buffer Conservation Declaration 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____

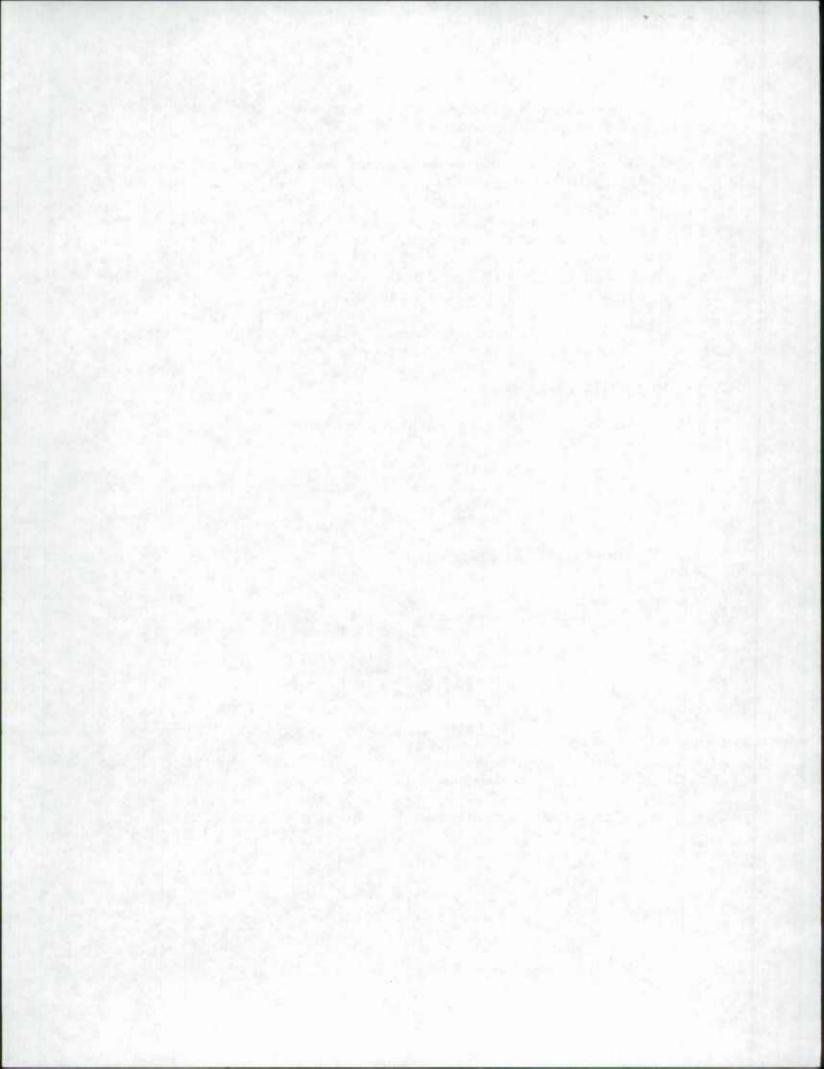
Michael L. Pullen, County Attorney

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:



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

THIS FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION ("Agreement"), dated this ______day of June, 2010, by and between ELIZABETH H. ROBINSON and JENNIFER L. MALMBERG, TRUSTEES, by Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") and TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland <u>acting by and through its</u> <u>duly authorized Planning Officer</u> ("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 Fourth Election District of Talbot County, Maryland (hereinafter referred to as "Subdivision" or "Site", as appropriate), more particularly described as follows:

Property Owners: Elizabeth H. Robinson and Jennifer L. Malmberg, Trustees

Property Address: 12810 Wye Landing Road

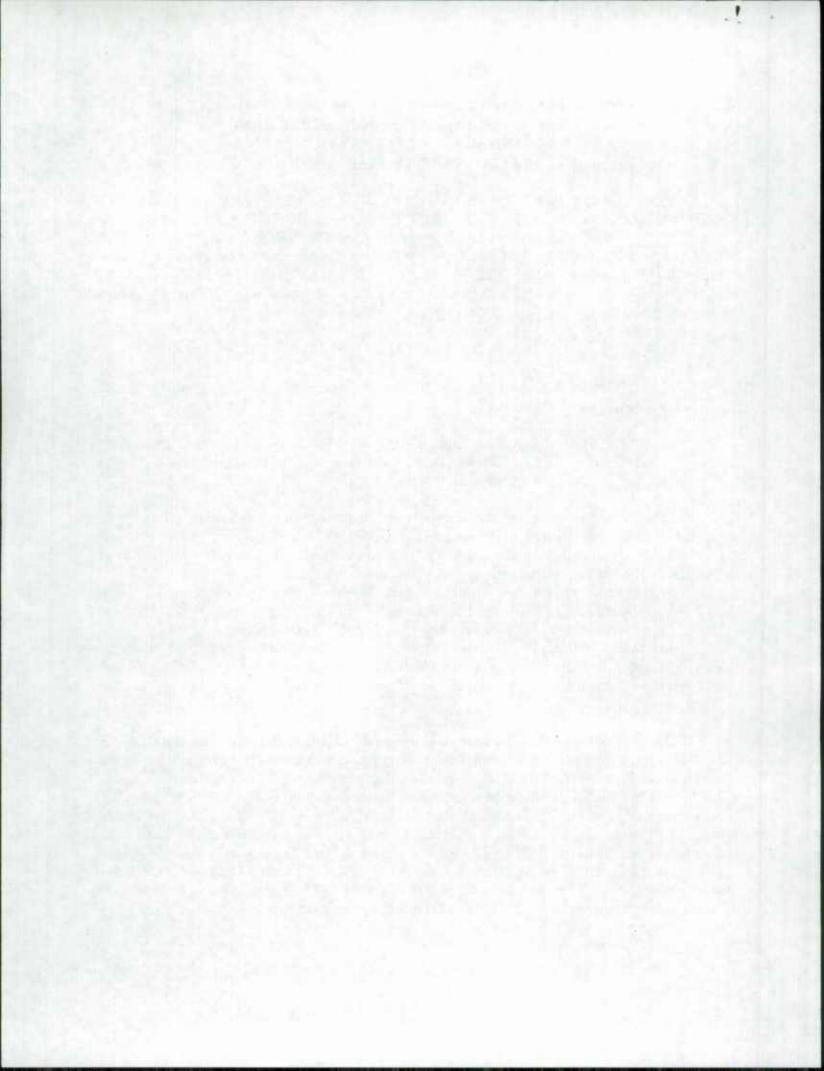
Deed Reference: 1373/261 Plat: 189/85 Acreage: 394.034 acres

Tax Map: 4 Grid: 2 Parcel: 1

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, 2, 3, 4 and 5 (collectively, the "Lots").

D. Pursuant to the provisions of § 190-134C. (2) (d) of the Ordinance and COMAR 27.01.09.01-1, Developer has submitted and County has approved a Forest Preservation-Buffer Management Plan, BMP-#M1109, as prepared by Lane Engineering, LLC, last revised June 7, 2010 ("Plan"), which depicts several afforestation areas designed to establish the 100' Shoreline Development Buffer and Expanded Buffer (collectively, the "Buffer") depicted thereon in natural vegetation and which Plan is incorporated herein by reference. The afforestation areas depicted by the Plan total 4.5354.381 acres and consist of the following areas: "A" (θ .___0.622 acres ±) on Lot 1, "B" (θ .___0.229 acres ±) on Lot 1, "C" (0.451 acres ±) on Lot 2, "D" (0.441 acres ±) on Lot 3, "E" (0.548 acres ±) on Lot 4, and "F" (2.090 acres ±) on Lot 5, and are collectively referred to as the "Buffer Establishment Afforestation Areas";

1



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

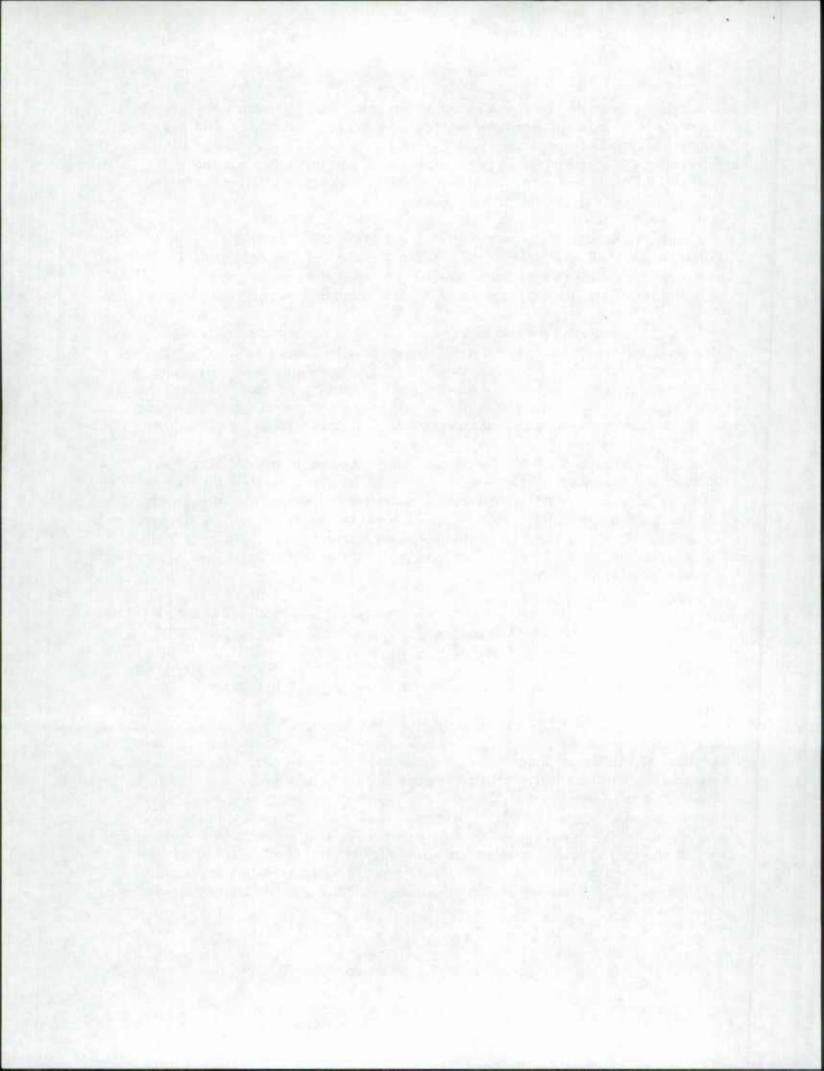
F. Pursuant to the provisions of § 190-134 C. (2) (b) (vi) and § 190-185 of the Ordinance, COMAR 27.01.09.01-3(J)(2)(d), and the terms of this Agreement, Developer is hereby providing and County is accepting security which guarantees the timely and satisfactory performance of Developer's requirements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

G. Developer, being entitled to do so, 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. The term 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 refer to the owner(s) of a fee simple interest in the particular Lot as of the time relevant to each applicable 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 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:



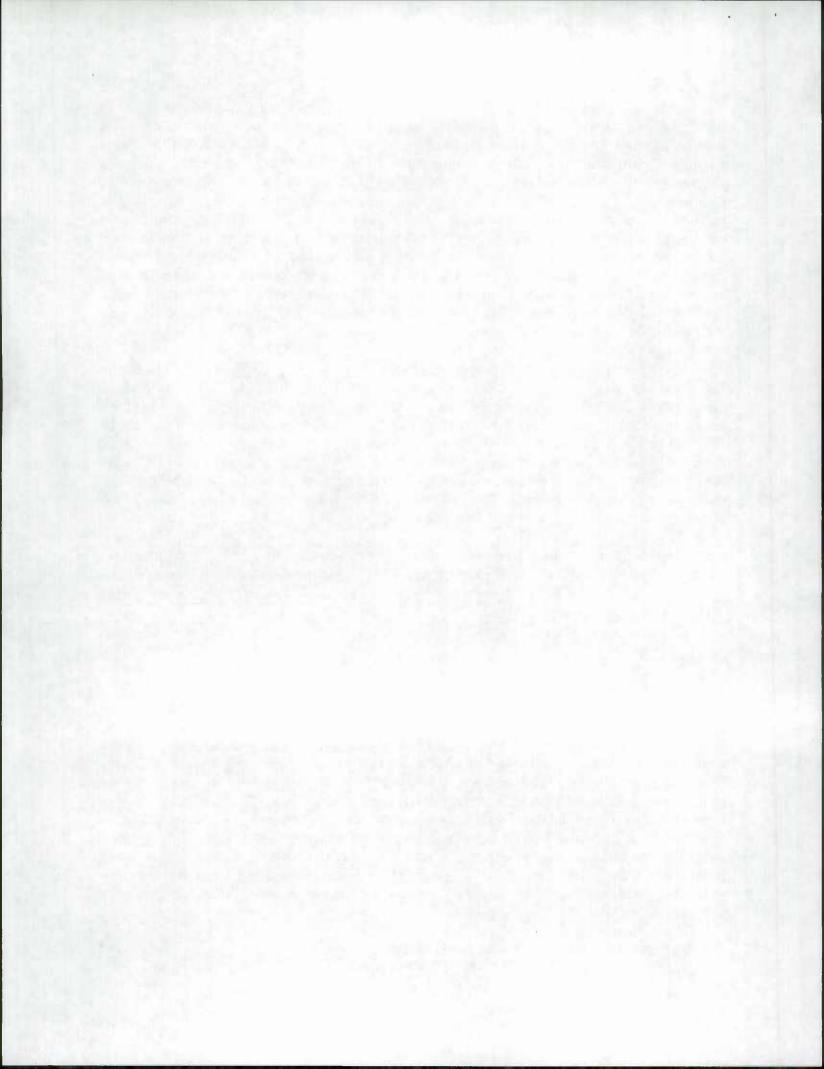
1. <u>Planting and Maintenance</u>: Developer hereby covenants and agrees, on behalf of itself and its successors and assigns as fee simple owner(s) of the Lots, to provide, install, protect, maintain, manage, and monitor the protective devices and plantings within the Buffer Establishment Afforestation Areas (hereinafter defined) as required by the Ordinance, Regulations, Plan and this Agreement on a lot-by-lot basis and in a manner which ensures the satisfactoryrequired establishment of the plant material and at such ownerOwner's sole cost and expense. Developer's maintenance and monitoring of the Buffer Establishment Afforestation AreasArea 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. <u>Buffer Establishment Areas and Planting and Survival Requirements</u>: The Buffer Establishment Afforestation Areas shall be as designated on the Plan and the final subdivision plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm'", prepared by Lane Engineering, LLC, last revised June 7, 2010 (the "Plat"), both of which are intended to be recorded herewith among the Plat Records of Talbot County, Maryland. The specific plant species, sizes, and quantities for the Buffer Establishment Afforestation Area of each lotLot 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
¹ / ₂ -inch to 1-inch container grown trees	450	75 percent	2 years
Greater than 1-inch container grown trees	350	90 percent	2 years

3. <u>Timing, Commencement and Completion of the Work</u>: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, including the Plan and this Agreement. Developer shall notify the Talbot County Department of Planning & Zoning at 410-770-8030 at least five 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 ("Wye Cottage Farm, Forest Preservation-Buffer Management Plan, BMP-#M1109"), 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:



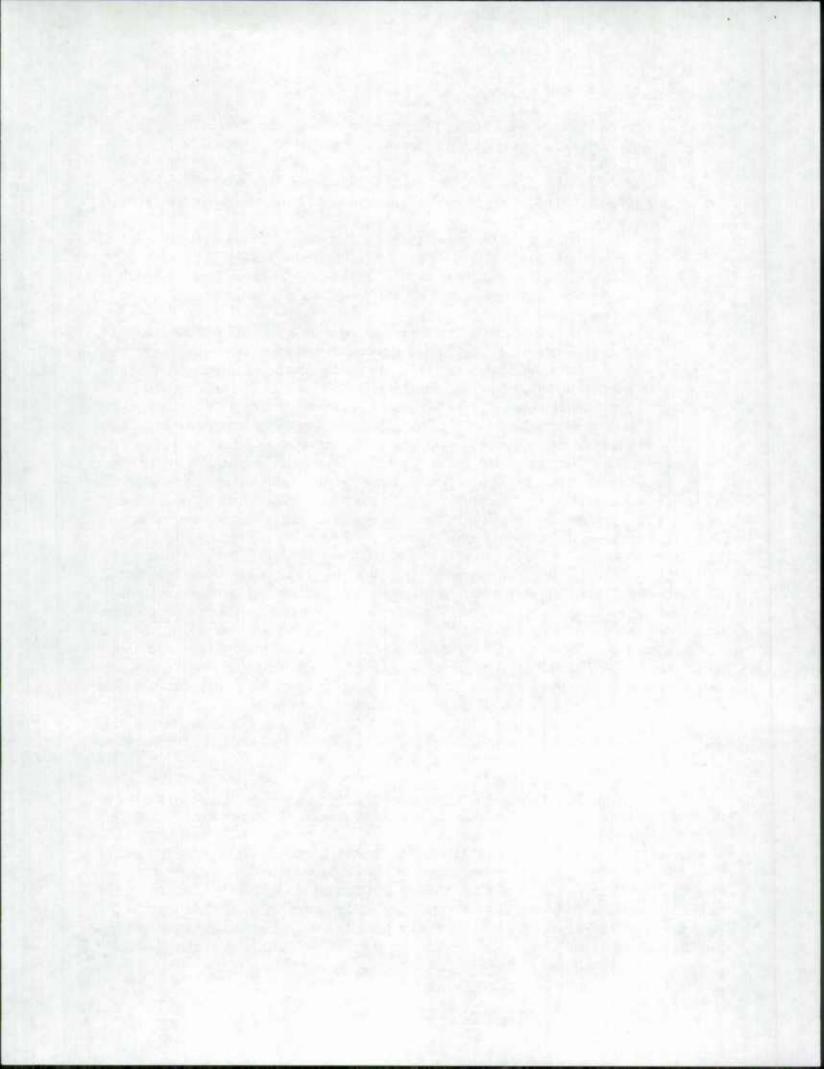
- A. Lot 1 Planting of the Buffer Establishment Afforestation Area of Lot 1 shall be completed within one (1) year of recordation of the Plat.
- B. Lots 2 through 5 Planting of the Buffer Establishment Afforestation Area on Lots 2 through 5 shall occur on a lot-by-lot basis prior to the earlier of the following events:

i. <u>the end of</u> the growing season immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of the 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. issuance of an occupancy permit for a principal residence constructed on such Lot. If this event triggers the Buffer planting requirement, 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 and/or duration of construction render strict compliance with the foregoing occupancy permit deadline inconsistent with this objective, planting of the Buffer Establishment Afforestation Area on such Lot shall be completed not later than prior to the growing season immediately following issuance of the occupancy permit.

4. <u>Maintenance Period; Inspection; Replacement</u>: 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 Maintenace Period duration. Inspections of the Buffer Establishment Afforestation Area on each Lot shall be conducted in accordance with the "Inspection Requirements" notes on Sheet BMP 101 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 Inspection Requirements, Note No. 3 on Sheet BMP 101 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 deliver the same to Developer. County shall not



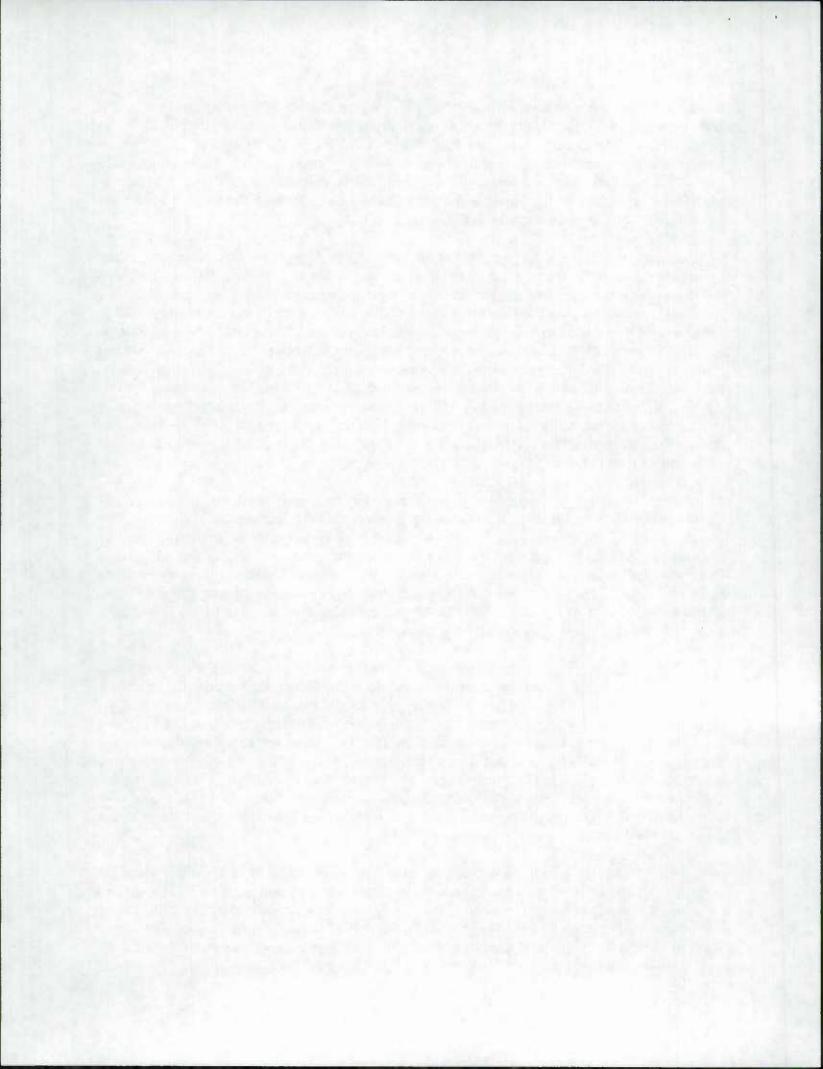
unreasonably withhold issuance of the Release and Written Notice of Final Acceptance, which shall be prepared by the County in substantially in the form attached hereto as Exhibit A for recordation by Developer among the Land Records of Talbot County. Such notice shall terminate any ongoing, additional, 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 Forest and Buffer Conservation Declaration recorded among the Land Records of Talbot County and applicable to such Lot.

<u>So long as the Developer is not in default of the terms of this Agreement,</u> Developer may, at any time, obtain release of one or more Lot(s) from the provisions of Paragraph 10, subparagraphs (B) through (E)<u>10</u> and the lien established thereby by delivering to County alternative surety 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 in 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 Forest and Buffer Conservation Declaration recorded among the Land Records of Talbot County and applicable to such Lot.

6. <u>Damage to County Property</u>: 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. <u>County Inspections</u>: 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. 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. <u>Indemnification</u>: 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.

Default; Implementation by County. Failure by Developer to comply with the 9. 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 within which to cure, unless the Default cannot reasonably be cured within thirty (30) days, 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 thirty (30) days, unless extended (and in that event within the time as extended), County may 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.

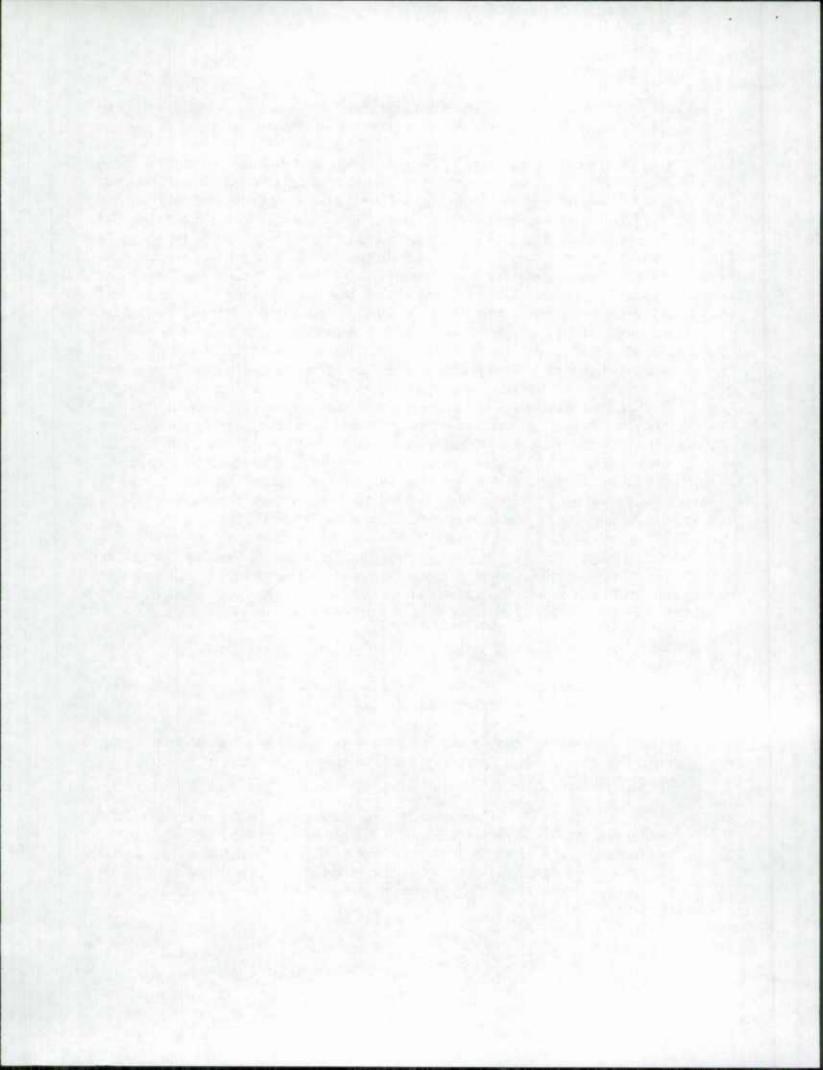
10. <u>County's Recovery of Costs for Remedial Measures</u>. In the event that County shall be required to institute Remedial Measures, Developer shall be responsible for payment of all costs incurred by or on behalf of County in connection with the completion of the Remedial Measures plus County's costs 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 perform 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 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 <u>ownerOwner</u> may waive or otherwise escape liability for the Remedial Costs provided for in this Agreement by abandonment of a Lot.

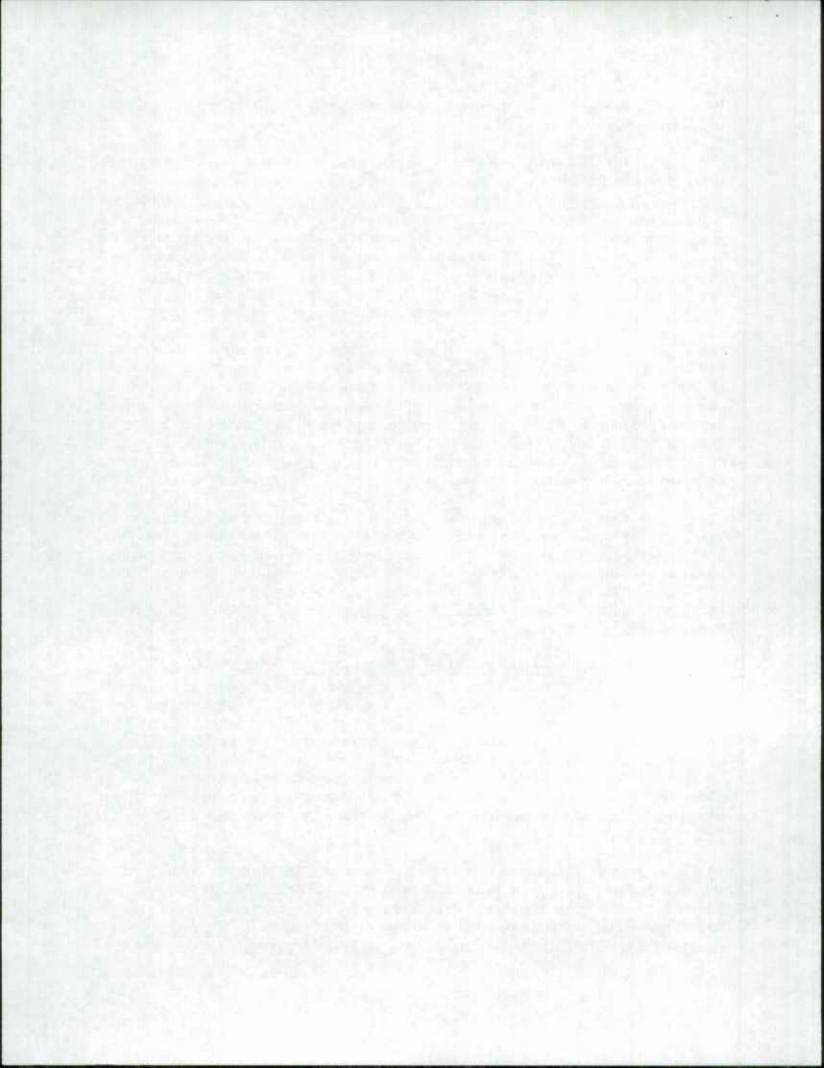
(ii) The County shall send Developer invoice(s) for the Remedial Costs at such time and on such frequency as determined by the County. Two copies of each invoice shall be sent, one with a copy to any Secured Party. Each notice must be delivered to Developer and Secured Party via first class mail, postage prepaid and one 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 as such ownerDeveloper 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 one or before 30 days after the date of mailing.

(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% ("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 <u>ownerOwner</u> shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that <u>ownerOwner</u>'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. <u>Establishment of Lien and Personal Obligation</u>. Developer hereby establishes against each of the Lots, and each <u>ownerOwner</u> of a Lot<u>in the future</u>, by acceptance of a deed therefore, whether it is expressly set forth in such deed or not: (1) covenants and agrees to pay to the County all Remedial Costs (inclusive of applicable Default Interest, Late Fee(s) and Attorneys' Fees) assessed against that <u>ownerOwner</u>'s Lot pursuant to this Agreement, (2) grants to County, to secure payment of the Remedial Costs assessed against that <u>ownerOwner</u>'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 <u>ownerOwner</u>'s Lot upon a default by the <u>ownerOwner</u> 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 <u>ownerOwner</u> 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 <u>ownerOwner</u> of the Lot. <u>Further, under no circumstances shall any Secured Party have any personal liability hereunder.</u>

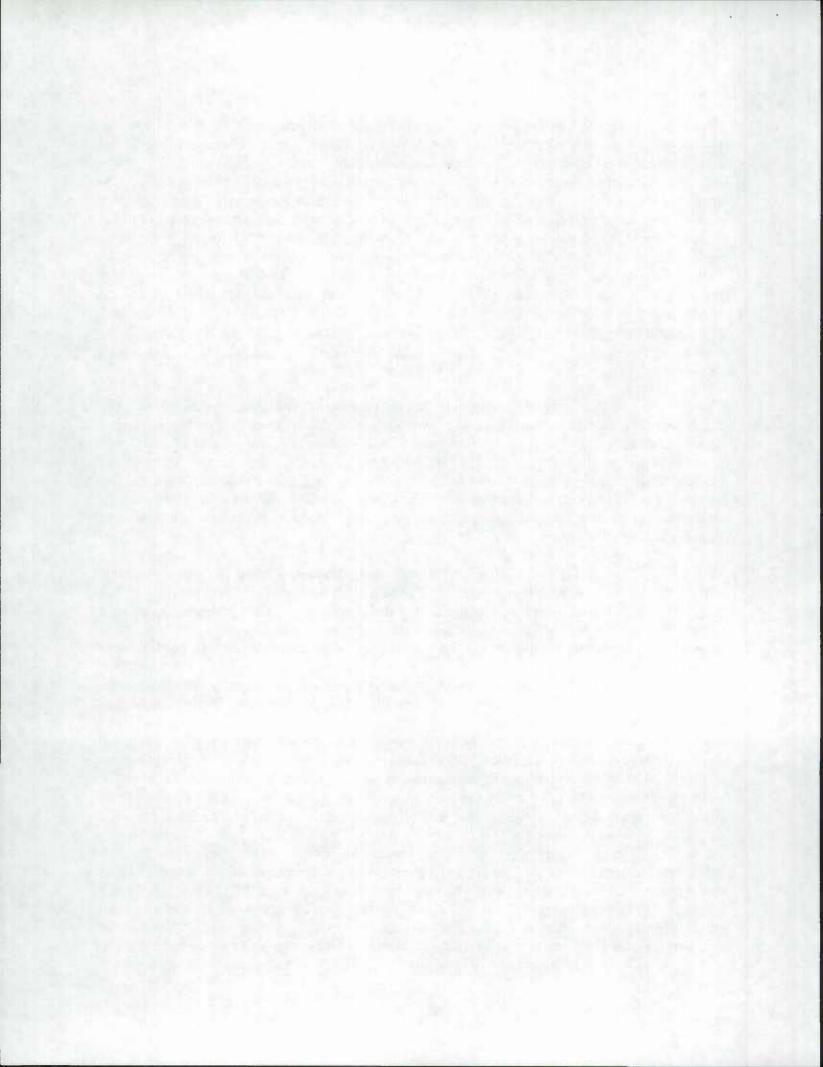


In the event that any <u>ownerOwner</u> shall fail to pay the Remedial Costs applicable to that <u>ownerOwner</u>'s Lot in accordance with this Agreement, County shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right: (i) to bring an action at law against any <u>ownerOwner</u> 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 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.

C. <u>Right of Redemption</u>. In the event County initiates a foreclosure or a suit for collection of the Remedial Costs, the <u>ownerOwner</u> 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 <u>ownerOwner</u> 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. <u>Priority of Lien</u>. 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 <u>ownerOwner</u> 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 <u>selling ownerseller</u> 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 <u>purchasing ownerpurchaser</u>'s right to recover from the selling ownerseller for unpaid Remedial Costs which accrued prior to the <u>purchasing ownerpurchaser</u>'s acquisition of title.

E. <u>Power of Sale</u>. 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 <u>Michael Pullen</u>, <u>Esquirethe duly appointed County</u> <u>Attorney for Talbot County</u> ("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 person 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.

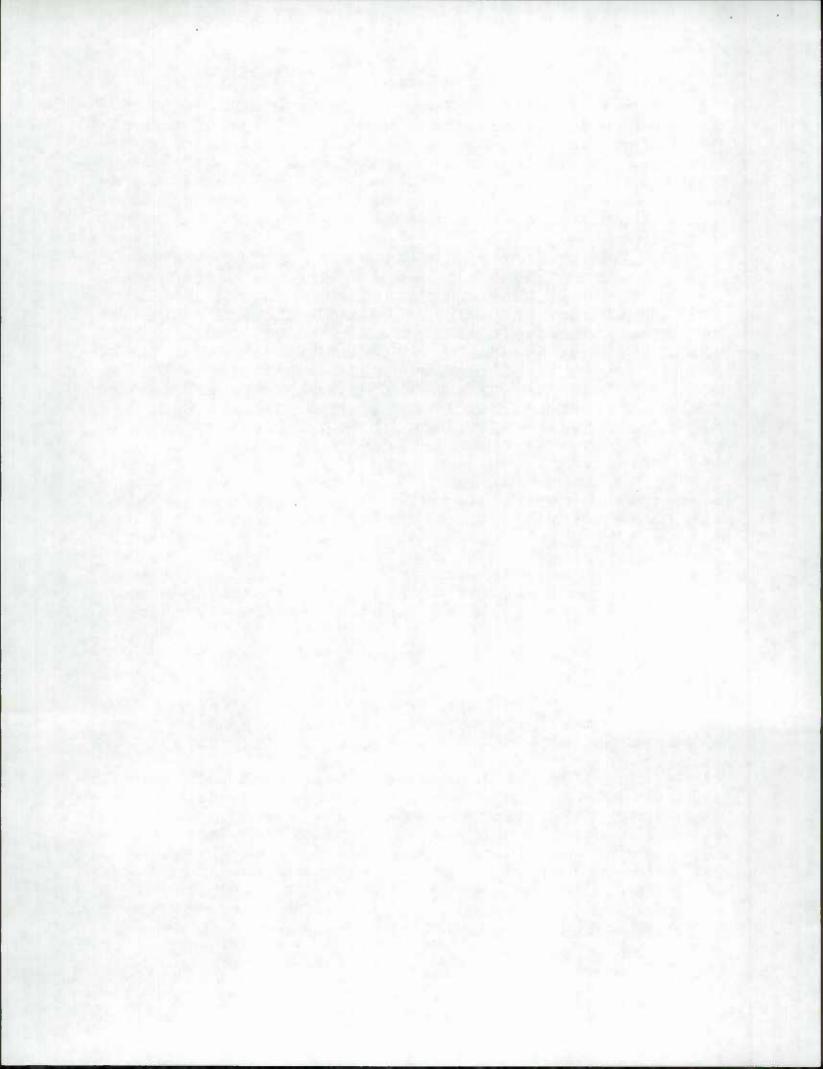
11. Compliance Certificate. A certificate in writing, signed by a representative of County substantially in the form attached as Exhibit C, will be given within 15 days of receipt by County of a written request for such certificate from any Owner, lender, or contract purchaser of a Lot subject to this Agreement, which certificate shall state the 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 One Hundred Fifty Dollars (\$150.00) may be collected by County in advance for each such certificate so issued.

<u>12.</u> 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 a penalty of thirty cents (0.30) per square foot of area found to be in noncompliance. 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.

12.13. General Provisions:

A. <u>Waiver of Appeal Rights</u>. 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. <u>Binding Effect</u>. 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 be obligations of Elizabeth H. Robinson, Trustee and Jennifer, L. Malmberg, Trustee, under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 and their successors and assigns constitute personal obligations of the Owner of a Lot only during and for so long as such trust, successorindividual or assignentity is the fee simple owner of thesuch Lot(s).



C. <u>Captions and Gender</u>. 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 principals, 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.

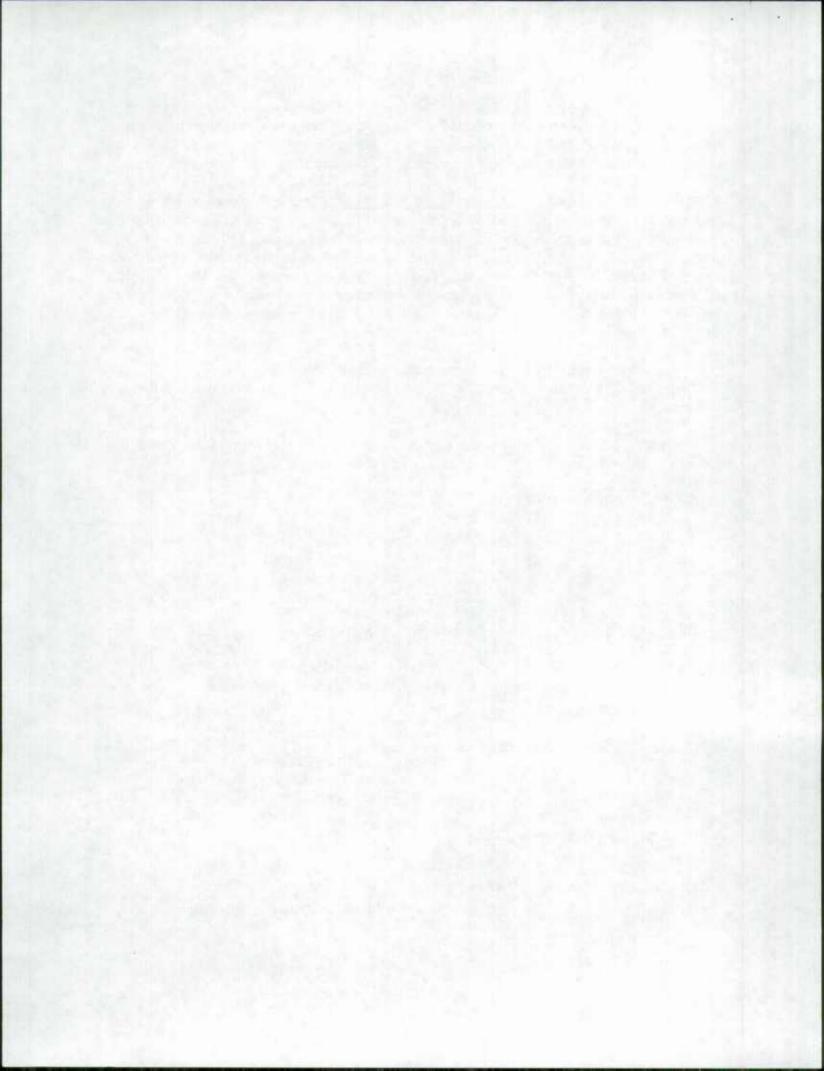
E. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

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

APPROVED AND AGREED TO:

ATTEST:	TALBOT COUNTY, MARYLAND
	Date: Sandy Coyman
	Talbot County Planning Officer
ATTEST:	ELIZABETH H. ROBINSON AND JENNIFER L. MALMBERG, TRUSTEES
	Date:
	By: Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004
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 NEW JERSEY, COUNTY OF , TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2010, before me, a Notary Public of the State aforesaid, personally appeared JENNIFER L. MALMBERG, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and further acknowledged said instrument to be her act and deed in her capacity as trustee.

WITNESS my hand and Notarial Seal.

My Commission expires:

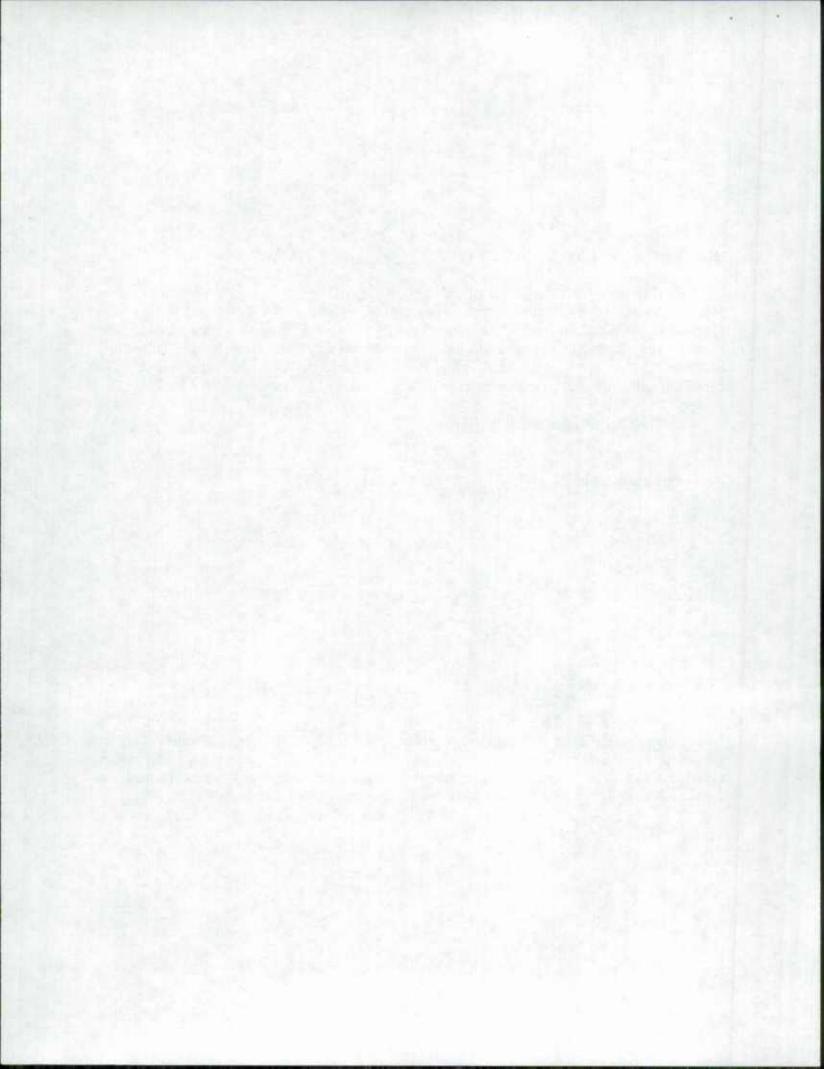


EXHIBIT A

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

Wye Cottage – 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:

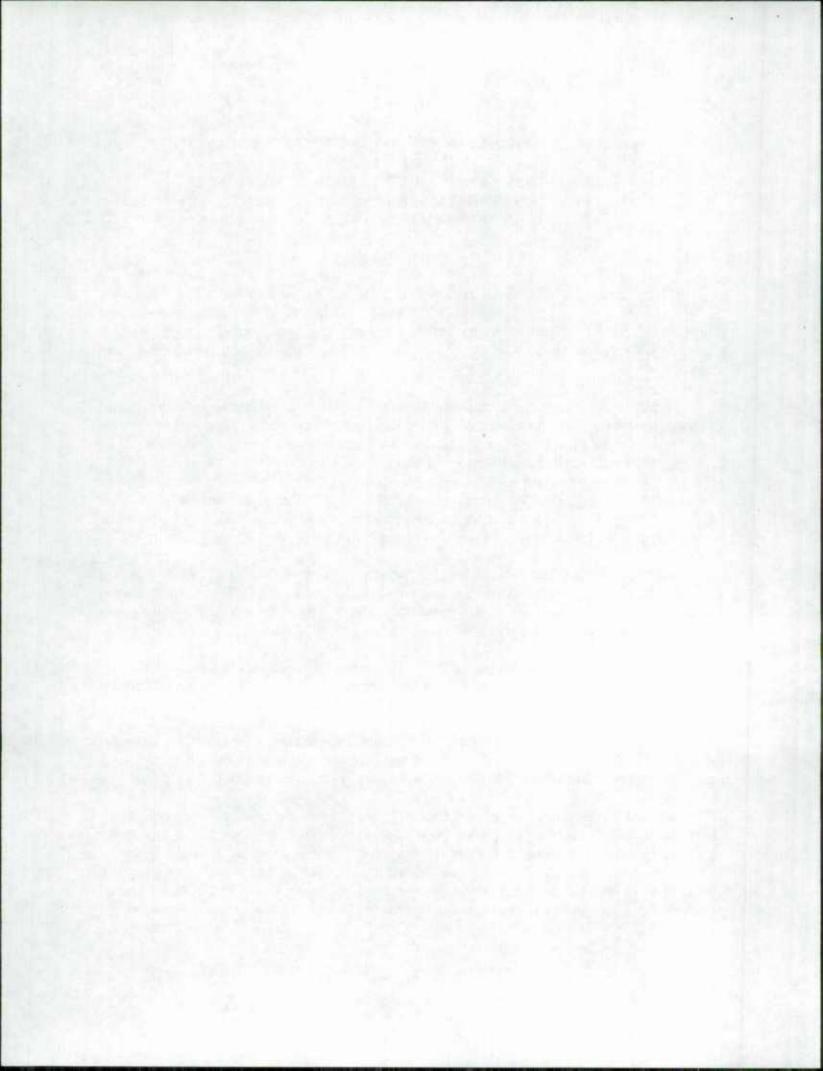
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") executed a "Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June _____, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber _____, folio ______ ("Surety Declaration"), which applies to Lots 1 through 5 ("Lots") of a subdivision known as "Wye Cottage Farm" and depicted by a plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm", prepared by Lane Engineering, LLC, last revised June 7, 2010 and recorded among the Plat Records of Talbot County in Plat Book _____, pages _____ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the Count yinCounty 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 Forest and Buffer Conservation Declaration 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:

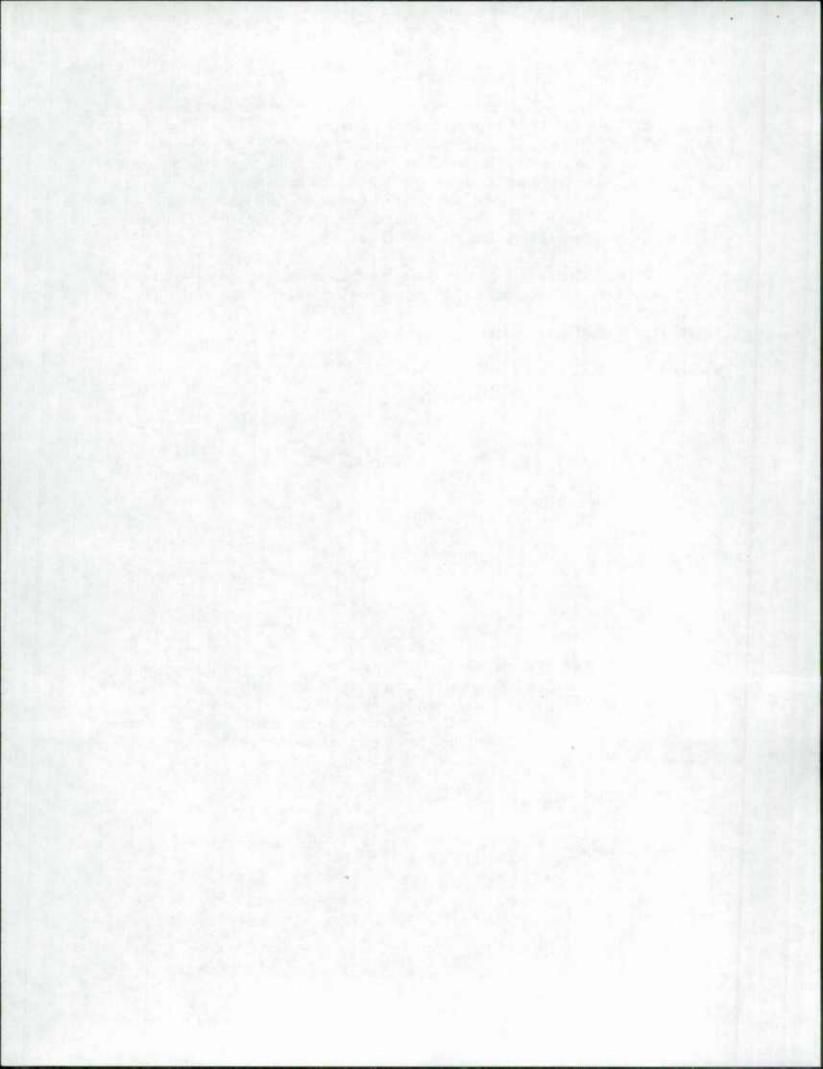


EXHIBIT B

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

Wye Cottage - 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:

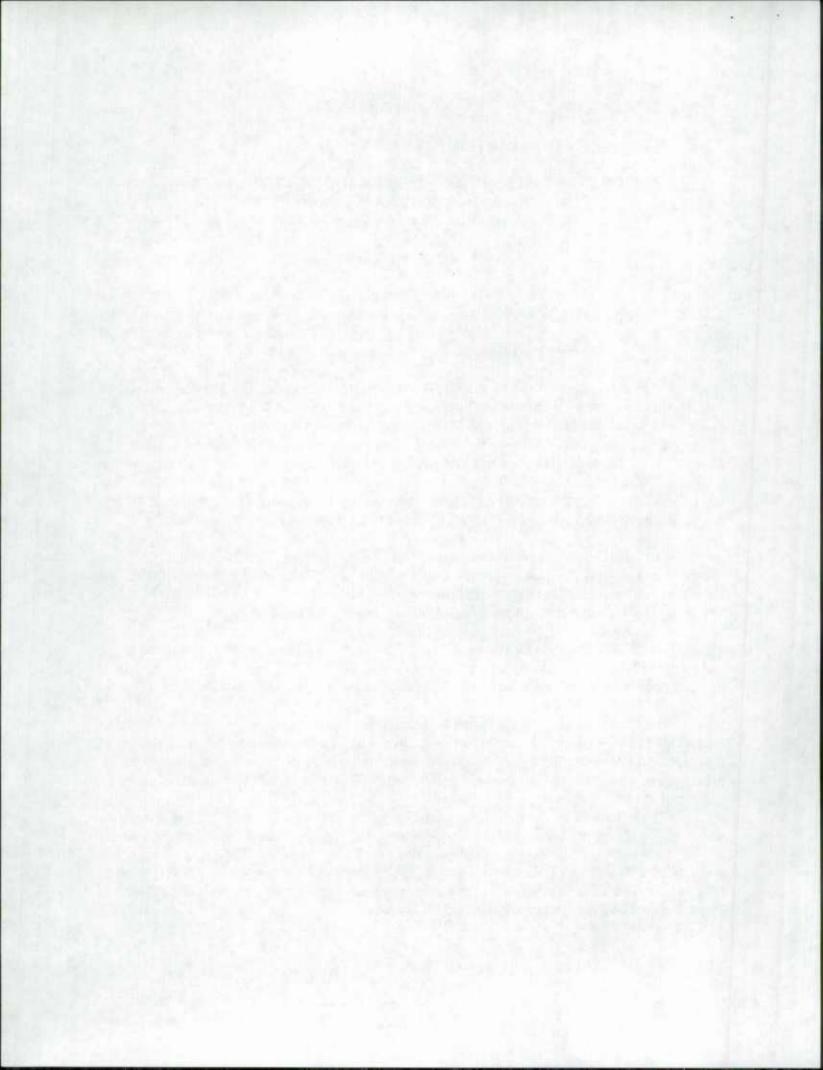
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") executed a "Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June ____, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber ____, folio _____ ("Surety Declaration"), which applies to Lots 1 through 5 ("Lots") of a subdivision known as "Wye Cottage Farm" and depicted by a plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm", prepared by Lane Engineering, LLC, last revised June 7, 2010 and recorded among the Plat Records of Talbot County in Plat Book __, pages ____ ("Plat");

WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the Count <u>yinCounty in</u> 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, subparagraphs (B) through (E)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, subparagraphs (B) through (E)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, subparagraphs (B) through (E)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 Forest and Buffer Conservation Declaration 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

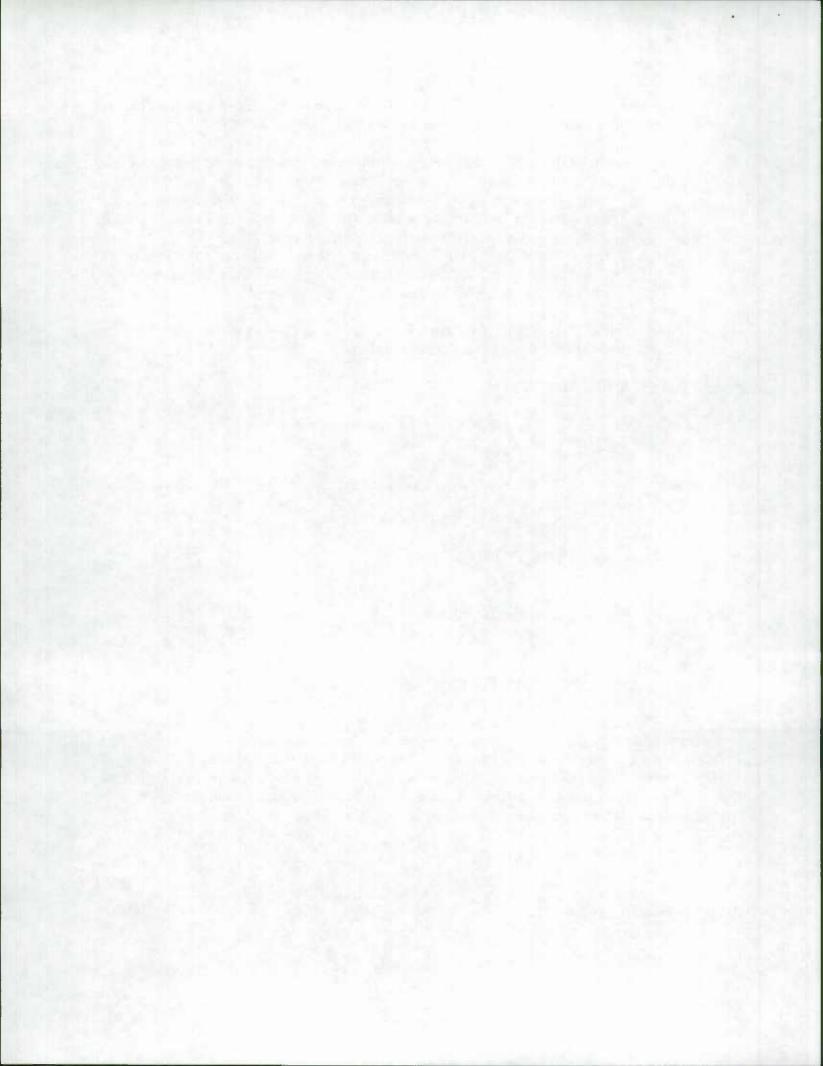


EXHIBIT C

<u>CERTIFICATE OF COMPLIANCE</u> <u>OF</u> <u>FOREST PRESERVATION - BUFFER MANAGEMENT PLAN</u> <u>PLANTING AND MAINTENANCE AGREEMENT</u> <u>AND SURETY DECLARATION</u>

Wye Cottage – 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 Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 ("Developer") executed a "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 through 5 ("Lots") of a subdivision known as "Wye Cottage Farm" and depicted by a plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm", prepared by Lane Engineering, LLC, last revised June 7, 2010 and recorded among the Plat Records of Talbot County in Plat Book , pages ("Plat");

WHEREAS, the Surcty 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

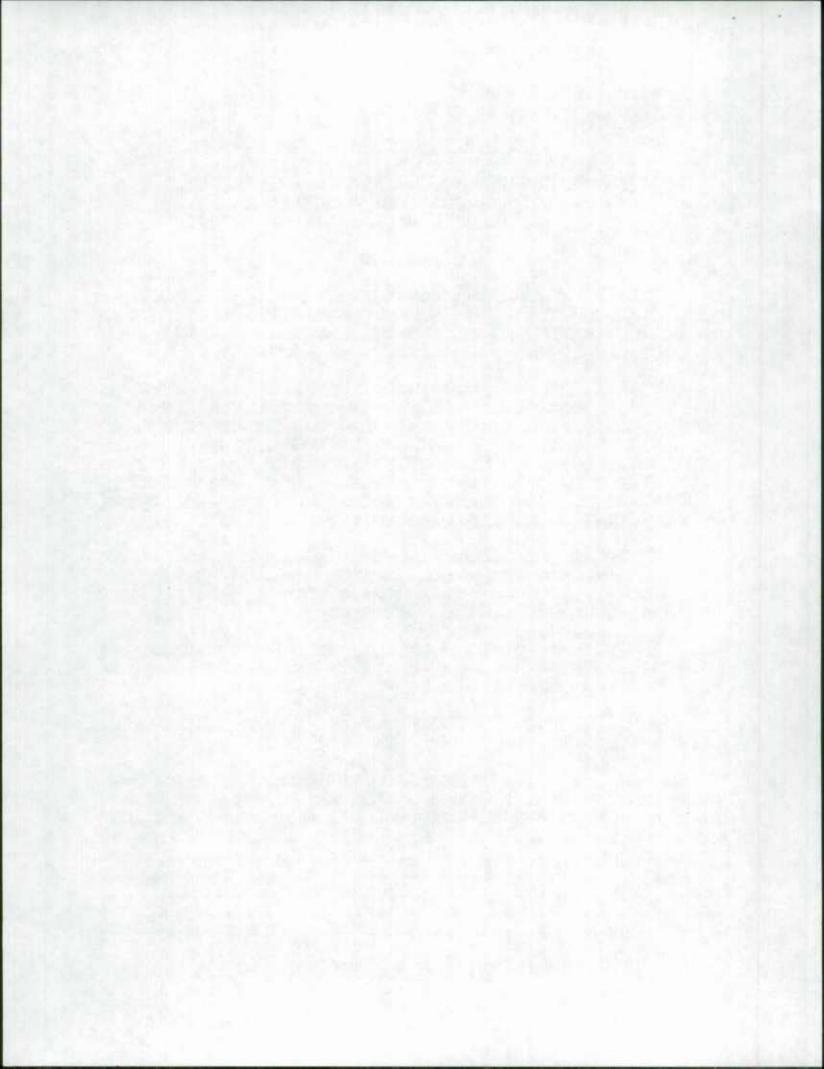
WHEREAS, the Requesting Party submitted a request to County in accordance with Paragraph 11 of the Surety Declaration for a Certificate of Compliance to confirm the status of Lot No. ("Certified Lot") with the Surety Declaration;

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



2.	The amount	(s), if any, of Remedial Costs,	Default Interest,
Late Fee(s) and A	ttorneys' Fees (billed or unbil	led) accrued and currently unpa	id with respect to
the Certified Lot a	re as follows:		
<u>i.</u>	Remedial Costs: \$		
<u>ii.</u>	Default Interest: \$	(accruing since	, 20);
<u>iii.</u>	Late Fee(s): \$	(accruing since	, 20); and
<u>iv.</u>	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.

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

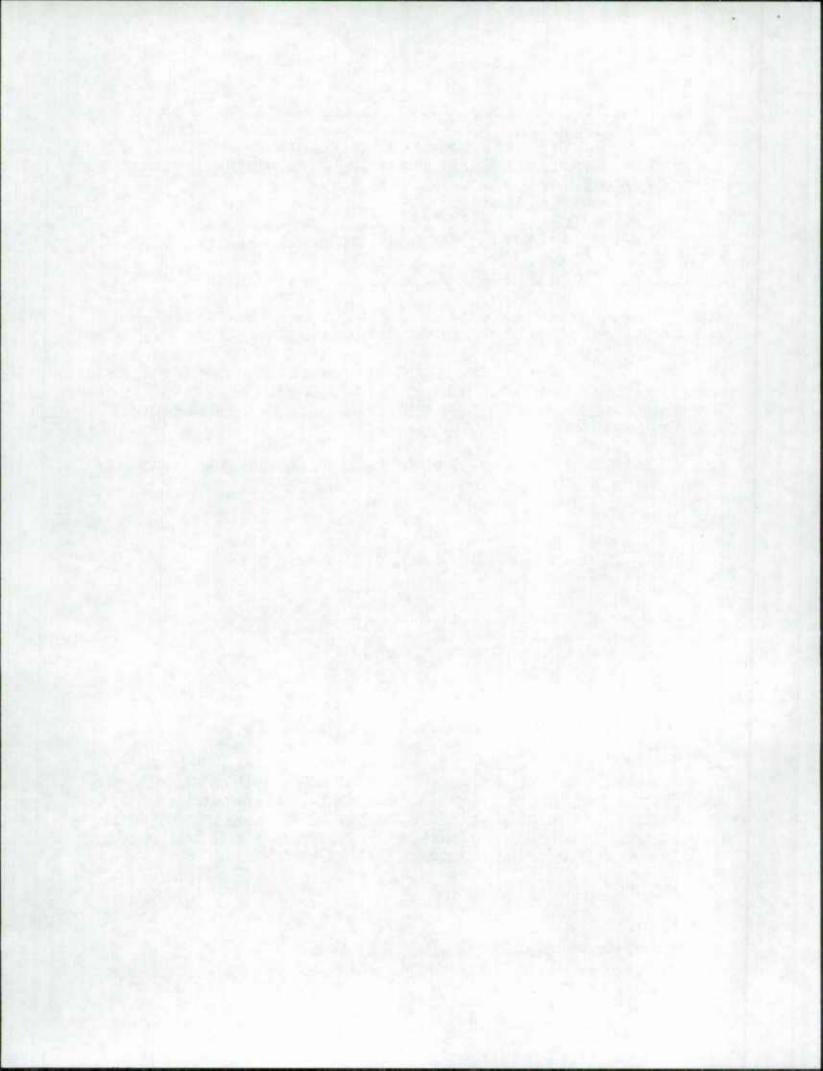
<u>Sandy Coyman</u> <u>Talbot County Planning Officer</u>

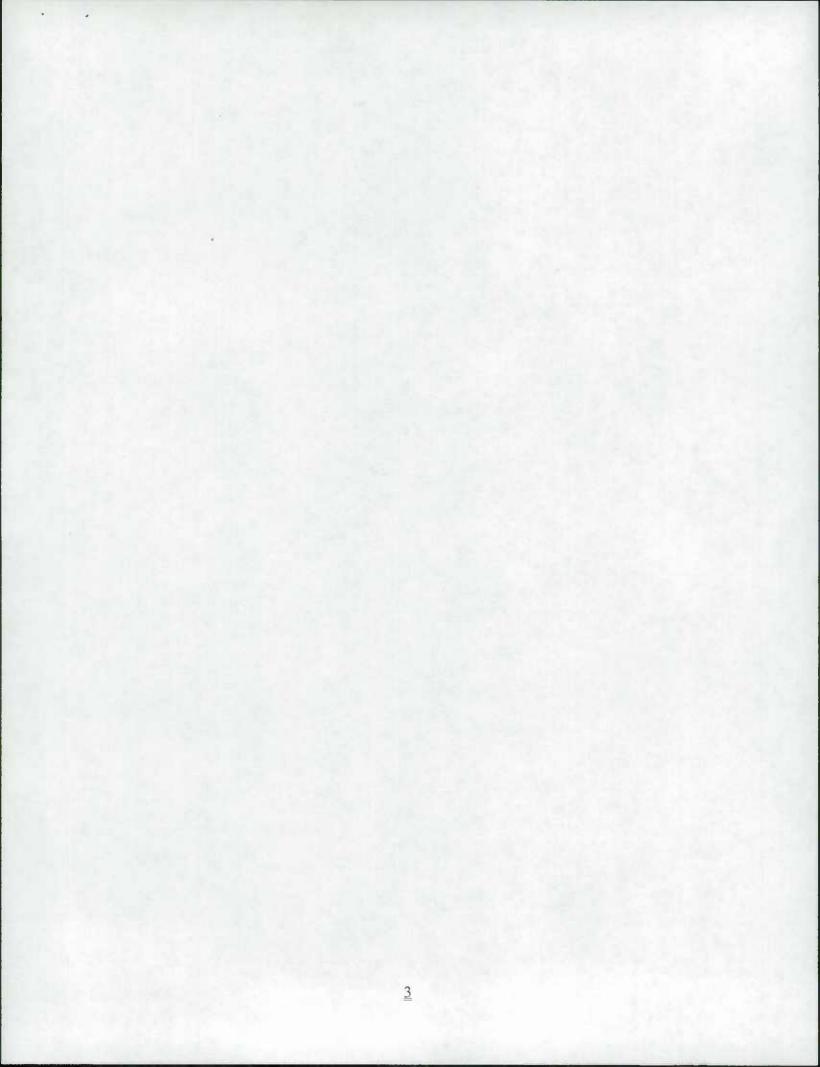
STATE OF MARYLAND, COUNTY OF , TO WIT:

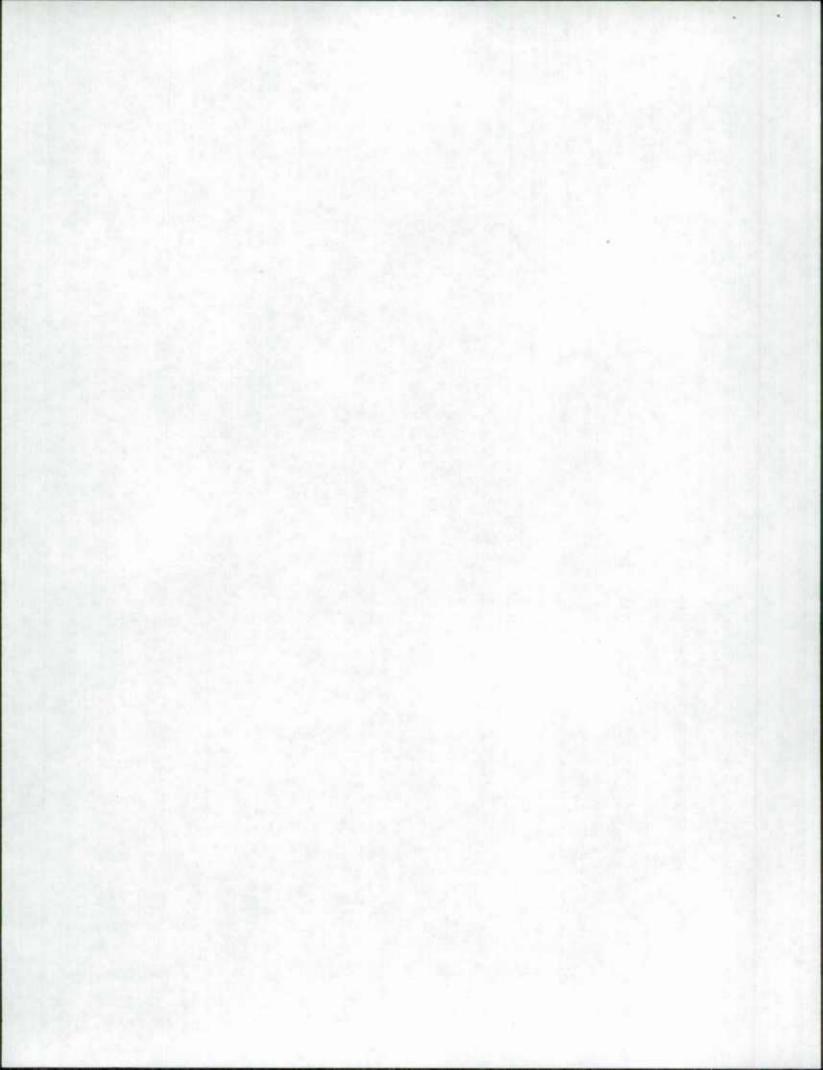
I HEREBY CERTIFY, that on this day of , 2010, before me, a Notary Public of the State aforesaid, personally appeared SANDY COYMAN, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name 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:





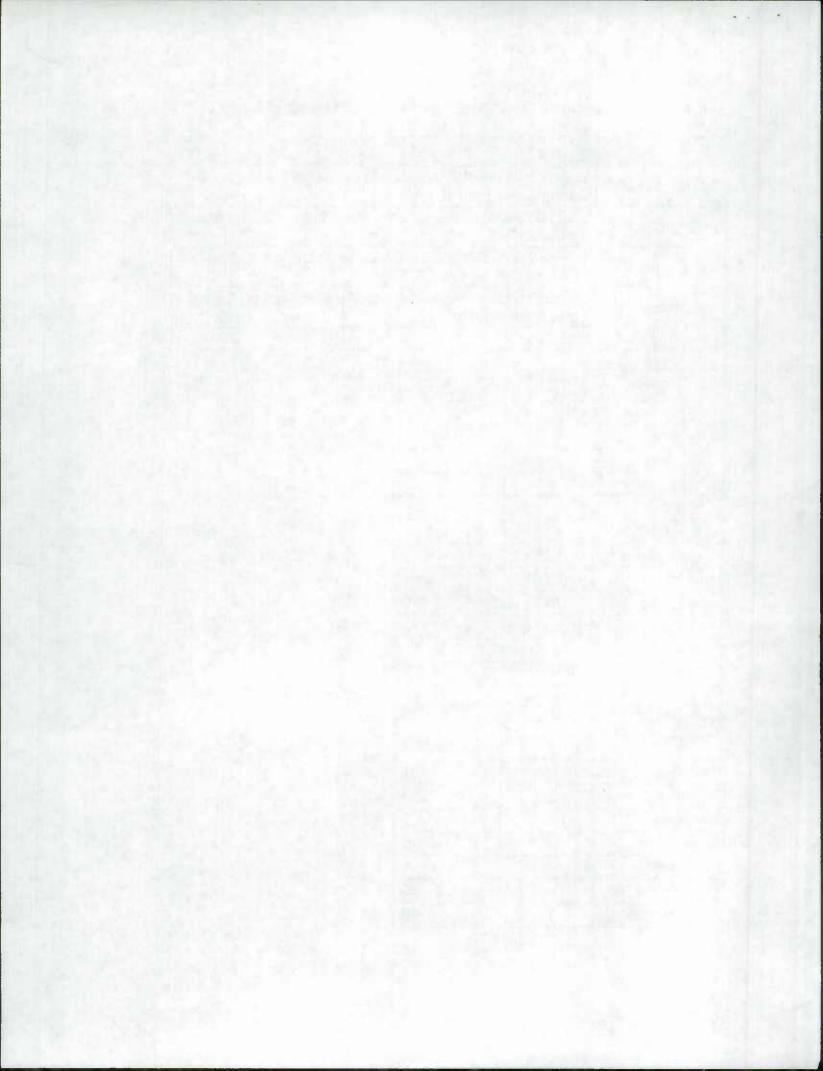


Document comparison by Workshare Professional on Thursday, June 03, 2010 3:23:00 PM

Input:	
Document 1 ID	c:\Echo\rshowalt\Wye Cottage - CA Buffer Planting and Surety Agreement.doc
Description	c:\Echo\rshowalt\Wye Cottage - CA Buffer Planting and Surety Agreement.doc
Document 2 ID	c:\Echo\rshowalt\Revised CA Buffer Planting and Surety Agreement 6-1.doc
Description	c:\Echo\rshowalt\Revised CA Buffer Planting and Surety Agreement 6-1.doc
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved-from	
Moved to	The second second second
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:		
	Count	
Insertions		105
Deletions		51
Moved from		2
Moved to		2
Style change		0
Format changed		0
Total changes		160



PROPERTY STATISTICS	
	FOREST CALCULATIONS
OWNERS: TAX PARCEL 1 - 394.034 ACRES ELIZABETH H. ROBINSON & JENNIFER L. MALMBERG, TRUSTEES	TAX PARCEL 1 - CRITICAL AREA - 12 15% FOREST THRESHOLD = 19.468 AC
C/O JENNIFER L. MALMBERG, TRUSTEE UNDER THE REVOCABLE TRUST OF ELIZABETH	EXISTING FOREST = 30.466 ACRES (23 PROPOSED CLEARING = 0.000 ACRES
H. ROBINSON, DATED OCTOBER 26, 2004. 6 WINSTON FARM LANE	AFFORESTATION REQUIRED = 0.000 AC AFFORESTATION PROVIDED = 4.138 AC
FAR HILLS, NJ 07931 (908) 234–2843	TOTAL FOREST AFTER BUFFER ESTABLIS TOTAL FOREST PROTECTED FOR COMPL
DEED REFERENCE: 1373/261	TAX PARCEL 1 - NON-CRITICAL AREA
TAX PARCEL 18 - 60.107 ACRES	EXISTING FOREST = 120.325 ACRES (4 PROPOSED CLEARING = 0.000 ACRES
ELIZABETH H. ROBINSON & RICHARD ROBINSON C/O JENNIFER L. MALMBERG, ATTORNEY IN FACT FOR ELIZABETH H. ROBINSON	NET TRACT FOREST CONSERVATION ARE
PURSUANT TO THE DURABLE GENERAL POWER OF ATTORNEY-FINANCES, DATED MARCH 1, 2004.	EXISTING FOREST = 0.587 ACRES PROPOSED CLEARING = 0.000 ACRES
6 WINSTON FARM LANE FAR HILLS, NJ 07931	FOREST CONSERVATION REQUIRED = FOREST CONSERVATION PROVIDED =
(908) 234–2843	
RICHARD ROBINSON 12810 WYE LANDING LANE	TAX PARCEL 18 - NON-CRITICAL ARE/ EXISTING FOREST = 6.798 ACRES (112
EASTON, MD 21601 (410) 822–7707	PROPOSED CLEARING = 0.000 ACRÈS
DEED REFERENCE: 632/168	NET TRACT FOREST CONSERVATION ARE EXISTING FOREST = 0.000 ACRES
PLAT REFERENCE: 74/28	PROPOSED CLEARING = 0.000 ACRES FOREST CONSERVATION AFFORESTATIO
TOTAL AREA TO BE SUBDIVIDED: 454.141 ACRES 129.287 ACRES IN CRITICAL AREA	FOREST CONSERVATION PROVIDED =
324.854 ACRES OUTSIDE CRITICAL AREA	BUFFER ESTABLISHMENT CAL
CURRENT ZONING: RURAL CONSERVATION DISTRICT (RC) AGRICULTURAL CONSERVATION DISTRICT (AC)	<u>TAX PARCEL 1</u> TOTAL BUFFER AREA = 9.370 ACRES
BUILDING RESTRICTIONS:RC ZONINGAC ZONINGFRONT SETBACK= 50 FEET= 50 FEET	NET BUFFER AREA = 6.894 ACRES (E
SIDE SETBACK = 50 FEET = 50 FEET	LE EXISTING FOREST COVER = 2.455
REAR SETBACK = 50 FEET = 50 FEET TIDAL WETLANDS/MEAN HIGH WATER = 100 FEET NON-TIDAL WETLANDS = 25 FEET = 25 FEET	TIDAL & NON-TIDAL WETLANDS = BUFFER ESTABLISHMENT REQUIRED
NON-TIDAL WETLANDS= 25 FEET= 25 FEETSEWAGE DISPOSAL AREA= 20 FEET= 20 FEETPERENNIAL STREAM= 100 FEET= 100 FEETINTERMITTENT STREAM= 100 FEET= 50 FEET	BUFFER ESTABLISHMENT PROVIDED TOTAL BUFFER PROTECTION AREA = 7
INTERMITENT STREAM = 100 FEET = 50 FEET	IUTAL BUFFER FRUIECTION AREA = 7
PERENNIAL STREAM= 100 FEET= 100 FEETINTERMITTENT STREAM= 100 FEET= 50 FEETMINIMUM LOT SIZE= 2 ACRES= 1 ACREMINIMUM LOT WIDTH= 200 FEET= 200 FEET	SURVEYOR'S CERTIFICATE
FLOOD ZONE INFORMATION	THE PRESENT OWNERS OF THE LAND
THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONES "A6" AND "C" OF THE COASTAL FLOOD PLAIN AS SHOWN ON THE FEDERAL INSURANCE RATE MAPS COMMUNITY PANEL NO.	ELIZABETH H. ROBINSON & JENNIFER TRUSTEE UNDER THE REVOCABLE TRUS
240066 0004 A & 240066 0005 A FOR TALBOT COUNTY, MARYLAND. THEREFORE, FLOOD INSURANCE MAY BE REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL	2004, AND ELIZABETH H. ROBINSON &
EMERGENCY MANAGEMENT AGENCY, WASHINGTON, D.C.	ATTORNEY IN FACT FOR ELIZABETH H. POWER OF ATTORNEY-FINANCES, DATE
<u>FLOOD PLAIN LEGEND</u> A – 100 YEAR FLOOD ZONE	OWNERS CONCUR WITH ALL NOTATIONS PREPARED AND WILL BE RECORDED AT
B – 500 YEAR FLOOD ZONE C – AREA OF MINIMAL FLOODING	I, JEFFERSON EWELL HUBBARD HEREB
THE FLOOD ZONE "A6" PORTION OF THE PROPERTY SHOWN HEREON HAS A ONE-PERCENT	THAT IT IS A SUBDIVISION OF THE LAI ELIZABETH H. ROBINSON AND JENNIFE
CHANCE OF OCCURRENCE OF BEING INUNDATED BY A FLOOD IN ANY GIVEN YEAR. THEREFORE,	ELIZABETH H. ROBINSON DATED OCTOE AND RECORDED AMONG THE LAND RECORDED AMONG THE RECORDED AMONG THE LAND RECORDED AMONG THE RECORD
ANY NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENT ON THE PROPERTY IN ZONE "A6" IS SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS THAT MAY INCLUDE FLOOD INSURANCE.	AT FOLIO 261 AND THE LANDS CONVEROBINSON AND RICHARD ROBINSON, B
PARCEL DEVELOPMENT HISTORY	THE LAND RECORDS OF TALBOT COUN ALL MONUMENTS ARE IN PLACE.
THE SUBJECT LAND IS COMPRISED OF TAX PARCEL 1 DESCRIBED IN A DEED DATED SEPTEMBER 13, 2005 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY,	THIS SUBDIVISION PLAT HAS BEEN PR
MARYLAND IN LIBER 1373, AT FOLIO 261, AND TAX PARCEL 18 DESCRIBED IN A DEED DATED APRIL 23, 1987 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND	UNDER HIS DIRECTION AND SUPERVISION FORTH IN REGULATION 09.13.06.12
IN LIBER 632, AT FOLIO 168, AS SHOWN ON TALBOT COUNTY TAX MAP 4. NO SUBDIVISION OF THE SUBJECT LANDS HAS OCCURRED SINCE AUGUST 13, 1989.	VA GININO
DEVELOPMENT SUMMARY	EFFERSION EWELL HUBBARD
TOTAL AREA = 454.141 ACRES (TAX PARCELS 1 & 18)	PROPERTY LINE SURVEYOR NO. 363
AREA IN LOTS 1, 2, 3, 4 AND $5 = 27.632$ ACRES AREA IN REMAINING LAND = 366.402 ACRES (INCLUDES 5.540 ACRES OF PRIVATE ROAD	EASTON, MARYLAND 21601
ACCESS EASEMENT) AREA IN TAX PARCEL 18 = 60.107 ACRES (INCLUDES 5.994 ACRES OF PRIVATE ROAD	OWNERS CERTIFICATE
ACCESS EASEMENT)	THIS DEVELOPMENT MAY CONTAIN JUR
<u>RC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 1</u>	BEEN OFFICIALLY DELINEATED BY THE AND/OR DELINEATION OF JURISDICTION
RC ACREAGE = 129.287 ACRES STATE WETLANDS = 0.000 ACRES	IS BASED UPON THE FEDERAL MANUA WETLANDS. AS THE APPLICANT OF TH
NET ACREAGE = 129.287 ACRES DEVELOPMENT RIGHTS PERMITTED = 6 @ 1 DR/20 ACRES	FINAL AUTHORITY FOR ALL NON-TIDAL IN THE CRITICAL AREA RESTS WITH TH
DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 1 (LOT 1) DEVELOPMENT RIGHTS UTILIZED HEREON = 4 (LOTS 2, 3, 4 & 5)	UNDERSTAND THAT COUNTY APPROVAL THIS PROJECT FROM OBTAINING PERM
DEVELOPMENT RIGHTS UNLIZED HEREON = 4 (LUIS 2, 0, 4 & 0) DEVELOPMENT RIGHTS REMAINING = 1 (ASSIGNED TO REMAINING LAND PARCEL "A")	U.S. ARMY CORPS OF ENGINEERS.
AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 1	THIS DEVELOPMENT MAY CONTAIN THE THE ENDANGERED SPECIES ACT AS A
AC ACREAGE = 264.747 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 16 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES	& WILDLIFE SERVICE ADMINISTERS REC AND ENDANGERED SPECIES AND THEI
MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0	ACTIVITY, I UNDERSTAND THAT THE FI
NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 (ASSIGNED TO REMAINING LAND	U.S. DEPARTMENT OF THE INTERIOR, COUNTY APPROVAL OF THIS PROJECT
PARCEL "A")	PERMITS AND APPROVALS, WHICH MAY INTERIOR, FISH & WILDLIFE SERVICE.
MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 13 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0	WE, ELIZABETH H. ROBINSON & JENN
CIUSIERED DEVELOFMENT NOTIO OTELED FRENOVOEL - V	
CHISTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0	MALMBERG, TRUSTEE UNDER THE REV
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A")	
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS:	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT.
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS:	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT.
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT*	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT.
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER CHALMBERG, MUSTER UN
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 © 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H.
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 © 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 ● 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER HALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 © 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEV	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER HALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS VERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT*	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 © 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED =: 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED =: 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.)	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEE UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(α.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 ● 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS WITH RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERE DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(α.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEE UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON PURSUANT GENERAL POWER OF ATTORNEY I ELIZABETH H. ROBINSON PURSUANT GENERAL POWER OF ATTORNEY I ELIZABETH I I H. OWNER HAS SWORN TO AND SU
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON DITARY MARCH 1, 2004
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON PURSUANT GENERAL POWER OF ATTORNEY I ELIZABETH H. ROBINSON PURSUANT GENERAL POWER OF ATTORNEY I ELIZABETH I I H. OWNER HAS SWORN TO AND SU
CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTER LOT AREA PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE §190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON THE OWNER HAS SWORN TO AND SU JENNIFER L. MALMBERG, ATTORNEY - FINA MARCH 1, 2004
CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTERE LOT ARE PERMITTED = 11 CONTIGUOUS ACRES RESERVED LAND REQUIRED PER CLUSTER LOT = 10.818 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT ACTIVITY.	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER HALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 46.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 • 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PERVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PERVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 5 CLUSTERED DAVENCORANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a) DEVELOPMENT RIGHTS SHOWN HEREON ARE RASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT TO CHANGE BASED ON ZONING ORDINANCE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT ACTIVITY.	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, TRUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 NOTARY WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY I ELIZABETH H. ROBINSON HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON HEREON, HEREBY ADOPT THIS SUBDIV ELIZABETH H. ROBINSON THE OWNER HAS SWORN TO AND SU JENNIFER L. MALMBERG, ATTORNEY - FINA MARCH 1, 2004
CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITED = 45.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(q.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITED = 6 @ 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED HEREON = 0 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PREVIOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS COUNTY CODE \$100-13.D.(2)(0.) CUSTERED DEVELOPMENT RIGHTS COUNTY CODE \$190-13.D.(2)(0.) DEVELOPMENT RIGHTS SHOWN HEREON ARE BASED UPON CURRENT REGULATIONS AND MAY BE SUBJECT O CHANGE B	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEE UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU 2010 2010 2010 2010 2010 2010 2010 201
CLUSTERED DEVELOPMENT RIGHTS REMAINING = 13 (ASSIGNED TO REMAINING LAND PARCEL "A") CLUSTER DEVELOPMENT RIGHT REQUIREMENTS: TOTAL CLUSTER LOT AREA PERMITTED = 46.5 ACRES MAXIMUM RESERVED LAND REQUIRED PER CLUSTER LOT = 16.547 ACRES LESS AREA OF LOT* *DETERMINED IN ACCORDANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) AC DEVELOPMENT RIGHTS SUMMARY - TAX PARCEL 18 AC ACREAGE = 60.107 ACRES TOTAL DEVELOPMENT RIGHTS PERMITTED = 6 © 3 + 1 DEVELOPMENT RIGHT/20 ACRES MAXIMUM NON-CLUSTERED DEVELOPMENT RIGHTS PERMITTED = 3 NON-CLUSTERED DEVELOPMENT RIGHTS UTILIZED PERMOUSLY = 0 NON-CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 MINIMUM CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS UTILIZED PERMOUSLY = 0 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 3 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 5 CLUSTERED DEVELOPMENT RIGHTS REMAINING = 5 CLUSTERED DAVENCORANCE WITH TALBOT COUNTY CODE \$190-13.D.(2)(a.) DEVELOPMENT ACTIVITY.	MALMBERG, TRUSTEE UNDER THE REV OCTOBER 26, 2004, OWNERS OF TAX ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON & JENNIFER BY: JENNIFER MALMBERG, THUSTEP UN REVOCABLE TRUST OF ELIZABETH H. DATED OCTOBER 26, 2004 THE OWNER HAS SWORN TO AND SU DATED OCTOBER 26, 2004 WE, ELIZABETH H. ROBINSON, C/O J THE DURABLE POWER OF ATTORNEY- ROBINSON; AND RICHARD ROBINSON, HEREON, HEREBY ADOPT THIS SUBDI ELIZABETH H. ROBINSON BY: JENNIFER L. MALMBERG, ATTORNEY- FINA GENERAL POWER OF ATTORNEY-FINA MARCH 1, 2004 THE OWNER HAS SWORN TO AND SU DATE 2010 COMPANY COMPANY CHARD ROBINSON

X PARCEL 1 - CRITICAL AREA - 129.787 ACRES 5% FOREST THRESHOLD = 19.468 ACRES

XISTING FOREST = 30.466 ACRES (23.5%) ROPOSED CLEARING = 0.000 ACRES FFORESTATION REQUIRED = 0.000 ACRES

FFORESTATION PROVIDED = 4.138 ACRES (BUFFER ESTABLISHMENT PLANTING) OTAL FOREST AFTER BUFFER ESTABLISHMENT = 34.604 ACRES (27%) OTAL FOREST PROTECTED FOR COMPLIANCE WITH 15% THRESHOLD = 19.468 ACRES AX PARCEL 1 - NON-CRITICAL AREA - 264.747 ACRES

XISTING FOREST = 120.325 ACRES (45%)

ROPOSED CLEARING = 0.000 ACRES NET TRACT FOREST CONSERVATION AREA = 2.934 ACRES (PRIVATE ROAD ACCESS EASEMENT

AND PORTION OF EXISTING FOREST) EXISTING FOREST = 0.587 ACRES PROPOSED CLEARING = 0.000 ACRES

FOREST CONSERVATION REQUIRED = 0.587 ACRES FOREST CONSERVATION PROVIDED = 2.985 ACRES (INCLUDES 2.398 ACRE RETENTION CREDITED TO TAX PARCEL 18)

AX PARCEL 18 - NON-CRITICAL AREA - 60.107 ACRES

XISTING FOREST = 6.798 ACRES (11%) ROPOSED CLEARING = 0.000 ACRES

IET TRACT FOREST CONSERVATION AREA = 5.994 ACRES (PRIVATE ROAD ACCESS EASEMENT) EXISTING FOREST = 0.000 ACRES PROPOSED CLEARING = 0.000 ACRES FOREST CONSERVATION AFFORESTATION REQUIRED = 1.199 ACRES

FOREST CONSERVATION PROVIDED = 2.398 ACRES (FOREST RETENTION AT 2:1 RATIO PRESERVED OFF-SITE ON TAX PARCEL 1)

BUFFER ESTABLISHMENT CALCULATIONS

AX PARCEL OTAL BUFFER AREA = 9.370 ACRES (LOTS 1 THROUGH 5, BUFFER & EXPANDED BUFFER) NET BUFFER AREA = 6.894 ACRES (EQUALS EXISTING LOT COVERAGE OF 0.608 ACRES ON LOT 1. AND TOTAL BUFFER AREA OF LOTS 2, 3, 4 & 5 LESS DRAINAGE UTILITY EASEMENTS)

EXISTING FOREST COVER = 2.455 ACRES TIDAL & NON-TIDAL WETLANDS = 0.301 ACRES

BUFFER ESTABLISHMENT REQUIRED = 4.138 ACRES BUFFER ESTABLISHMENT PROVIDED = 4.138 ACRES

TOTAL BUFFER PROTECTION AREA = 7.187 ACRES (INCLUDES 0.293 ACRES EXISTING FOREST ON LOT 1)

SURVEYOR'S CERTIFICATE

THE PRESENT OWNERS OF THE LAND OF WHICH THIS SUBDIVISION PLAT IS COMPRISED ARE ELIZABETH H. ROBINSON & JENNIFER L. MALMBERG, TRUSTEES, C/O JENNIFER L. MALMBERG, RUSTEE UNDER THE REVOCABLE TRUST OF ELIZABETH H. ROBINSON, DATED OCTOBER 26, 2004, AND ELIZABETH H. ROBINSON & RICHARD ROBINSON, C/O JENNIFER L. MALMBERG, ITORNEY IN FACT FOR ELIZABETH H. ROBINSON, PURSUANT TO THE DURABLE GENERAL POWER OF ATTORNEY-FINANCES, DATED MARCH 1, 2004, AND RICHARD ROBINSON. THE WNERS CONCUR WITH ALL NOTATIONS AND REPRESENTATIONS ON THIS PLAT WHICH IS REPARED AND WILL BE RECORDED AT THEIR REQUEST.

JEFFERSON EWELL HUBBARD HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; HAT IT IS A SUBDIVISION OF THE LANDS CONVEYED BY ELIZABETH H. ROBINSON. TO LIZABETH H. ROBINSON AND JENNIFER L. MALMBERG, TRUSTEES UNDER AGREEMENT OF LIZABETH H. ROBINSON DATED OCTOBER 26, 2004, BY DEED DATED SEPTEMBER 13, 2005 ND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1373, AT FOLIO 261 AND THE LANDS CONVEYED BY ALAN LEE LOVELACE, JR. TO ELIZABETH H. COBINSON AND RICHARD ROBINSON, BY DEED DATED APRIL 23, 1987 AND RECORDED AMONG HE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 632, AT FOLIO 168; AND THAT ALL MONUMENTS ARE IN PLACE.

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

9 HON EWELL HUBBARD ROHERTY LINE SURVEYOR NO. 363 LANE ENGINEERING, LLC BAY STREET

THIS DEVELOPMENT MAY CONTAIN JURISDICTIONAL NON-TIDAL WETLANDS WHICH HAVE NOT BEEN OFFICIALLY DELINEATED BY THE U.S. ARMY CORPS OF ENGINEERS. THE IDENTIFICATION AND/OR DELINEATION OF JURISDICTIONAL NON-TIDAL WETLANDS SHOWN ON THIS APPLICATION S BASED UPON THE FEDERAL MANUAL FOR IDENTIFYING AND DELINEATING JURISDICTIONAL WETLANDS. AS THE APPLICANT OF THIS DEVELOPMENT PROJECT, I UNDERSTAND THAT THE TNAL AUTHORITY FOR ALL NON-TIDAL WETLANDS DELINEATIONS AND REGULATIONS FOR LANDS N 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

WE, ELIZABETH H. ROBINSON & JENNIFER L. MALMBERG, TRUSTEES, C/O JENNIFER L MALMBERG, TRUSTEE UNDER THE REVOCABLE TRUST OF ELIZABETH H. ROBINSON DATED OCTOBER 26, 2004, OWNERS OF TAX PARCEL 1 SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION PLAT.

ELIZABETH H. ROBINSON & JENNIFER L. MALMBERG, TRUSTEES

n nus fee -26.2010 JENNIFER MALMBERG, THUSTER UNDER THE REVOCABLE TRUST OF ELIZABETH H. ROBINSON, DATED OCTOBER 26, 2004

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS ZO DAY OF JUNG

WE, ELIZABETH H. ROBINSON, C/O JENNIFER L. MALMBERG, AT THE DURABLE POWER OF ATTORNEY-FINANCES, DATED MARCH 1, 2004 FOR ELIZABETH H. ROBINSON; AND RICHARD ROBINSON, OWNERS OF TAX PARCEL 18 SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION PLAT. ELIZABETH H. ROBINSON

BY: JENNIGER L. MALMBERG, ATTORNEY IN FACT JOR 06.26.2010 ELIZABETH H. ROBINSON PURSUANT TO THE DURABLE GENERAL POWER OF ATTORNEY-FINANCES, DATED

THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS 26 DAY OF Jone 2010

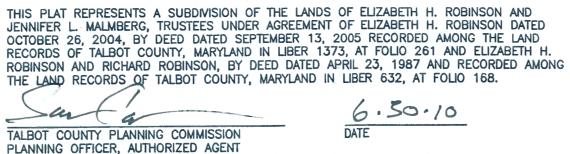
T. Banks NOTARY PUBLIC - NEW JERSE My Comm. Expires Jan. 27, 2015 Ś 25/2010

THE OWNER HAS SWORN TO AND SUBSCRIBED BESORE THIS 25 LUNG

NOTARY PUBLIC

N Manuel

TALBOT COUNTY OFFICE OF PLANNING AND ZONING



TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS

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

LOTS 1, 2, 3, 4, 5, REMAINING LAND PARCEL "A" AND WYE COTTAGE LANE SHALL BE DEVELOPED IN ACCORDANCE WITH THE "2000 MARYLAND STORMWATER DESIGN MANUAL". LATEST VERSION, AND THE TALBOT COUNTY STORMWATER MANAGEMENT CODE. OVERALL SUBDIVISION COMPLIANCE WITH STORMWATER QUALITY REQUIREMENTS IS ADDRESSED AS FOLLOWS:

WYE COTTAGE LANE - FOUR FOOT WIDE FLAT BOTTOM VEGETATED ROADSIDE SWALES (SEE DECLARATION OF ROAD USE AND MAINTENANCE COVENANT)

SIDE LOT LINE SWALES - THE VEGETATIVE WATER QUALITY SWALES LOCATED ALONG THE COMMON LOT LINES BETWEEN LOTS 1 & 2, 3 & 4 AND 4 & 5 AS SHOWN HEREON SHALL BE INSTALLED AT THE TIME OF WYE COTTAGE LANE CONSTRUCTION. MAINTENANCE OF THESE FACILITIES SHALL BE SHARED EQUALLY BY THE OWNERS OF THE COMMON LOTS ON WHICH THEY ARE LOCATED. (SEE DECLARATION OF ROAD USE AND MAINTENANCE COVENANTS).

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

THE PRIVATE ROAD, DESIGNATED AS WYE COTTAGE LANE SHALL BE PRIVATELY OWNED AND AS SUCH, THE COUNTY HAS NO RESPONSIBILITY FOR ITS MAINTENANCE OR SAFETY. THE ROAD SHALL BE OWNED AND MAINTAINED AS SPECIFIED IN A DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER _____, FOLIO _____. SHOULD THE ROAD BE UPGRADED TO COUNTY SPECIFICATIONS FOR PUBLIC ROADS, IN ACCORDANCE WITH THE PROVISIONS OF THE TALBOT COUNTY CODE, THE COUNTY WILL ASSUME OWNERSHIP OF THE ROAD AND RESPONSIBILITY FOR IT'S MAINTENANCE, SAFETY AND INSPECTION.

BUILDING PERMITS FOR LOTS 2 THROUGH 5 USING WYE COTTAGE LANE SHALL BE RESTRICTED UNTIL THE COUNTY IS IN RECEIPT OF A NOTARIZED CERTIFICATION FROM THE OWNER(S) AND ROAD CONSTRUCTION CONTRACTOR THAT THE ROAD HAS BEEN CONSTRUCTED ACCORDING TO THE REQUIREMENTS OF THE TALBOT COUNTY CODE AND THE DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS.

TAX PARCEL 18 SHALL JAKE ALL NON-AGRICULTURAL ACCESS FROM WYE COTTAGE LANE.

COUNTY ENGINEER

TALBOT COUNTY HEALTH DEPARTMENT

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

LOT 2 AS SHOWN HEREON IS APPROVED FOR A CONVENTIONAL TRENCH ON-SITE SEWAGE DISPOSAL SYSTEM AND INDIVIDUAL WATER SUPPLY SYSTEM AND THEIR USE IS IN ACCORDANCE WITH THE TALBOT COUNTY COMPREHENSIVE WATER AND SEWER PLAN AND MARYLAND DEPARTMENT OF ENVIRONMENT REGULATION 26.04.03. THE HEALTH DEPARTMENT APPROVAL ON THE PLAT CERTIFIES THAT LOT 2 SHOWN HEREON IS IN COMPLIANCE WITH THE PERTINEN HEALTH DEPARTMENT LAWS AND REGULATIONS AS OF THE APPROVAL DATE. THIS APPROVAL DOES NOT SERVE AS A SEWAGE DISPOSAL INSTALLATION PERMIT AND THE PROPERTY OWNER IS NOTIFIED THAT HE MUST STILL APPLY FOR AND OBTAIN A SEWAGE DISPOSAL PERMIT BEFORE DEVELOPING THE PROPERTY. AT THE TIME OF PERMIT APPLICATION, THE PROPERTY WILL BE EVALUATED PURSUANT TO COMAR 26.04.02 AND ALL OTHER APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE TALBOT COUNTY HEALTH DEPARTMENT MAY REQUIRE MORE DETERMINATIVE INFORMATION ABOUT THE PROPERTY INCLUDING ADDITIONAL TESTING AND EVALUATION.

LOTS 3, 4 AND 5 AS SHOWN HEREON ARE APPROVED FOR CONVENTIONAL SAND MOUND SEWAGE DISPOSAL SYSTEMS AND INDIVIDUAL WATER SUPPLY SYSTEMS AND THEIR USE IS IN ACCORDANCE WITH THE TALBOT COUNTY COMPREHENSIVE WATER AND SEWER PLAN AND MARYLAND DEPARTMENT OF ENVIRONMENT REGULATION 26.04.03. THE HEALTH DEPARTMENT APPROVAL ON THE PLAT CERTIFIES THAT LOTS 3, 4 AND 5 SHOWN HEREON ARE IN COMPLIANCE WITH THE PERTINENT HEALTH DEPARTMENT LAWS AND REGULATIONS AS OF THE APPROVAL DATE. THIS APPROVAL DOES NOT SERVE AS A SEWAGE DISPOSAL INSTALLATION PERMIT AND THE PROPERTY OWNER IS NOTIFIED THAT HE MUST STILL APPLY FOR AND OBTAIN A SEWAGE DISPOSAL PERMIT BEFORE DEVELOPING THE PROPERTY. AT THE TIME OF PERMIT APPLICATION, THE PROPERTY WILL BE EVALUATED PURSUANT TO COMAR 26.04.02 AND ALL OTHER APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE TALBOT COUNTY HEALTH DEPARTMENT MAY REQUIRE MORE DETERMINATIVE INFORMATION ABOUT THE PROPERTY INCLUDING ADDITIONAL TESTING AND EVALUATION.

THE DESIGN OF A SAND MOUND SEWAGE DISPOSAL SYSTEM MUST BE PREPARED BY A DESIGNER WHO IS EITHER A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR A MARYLAND REGISTERED SANITARIAN WHO CAN PROVIDE DOCUMENTATION REGARDING PREVIOUS EXPERIENCE IN THE DESIGN OF SAND MOUND DISPOSAL SYSTEMS. THE DESIGN SHALL BE SUBMITTED TO THE TALBOT COUNTY OFFICE OF ENVIRONMENTAL HEALTH FOR REVIEW AND APPROVAL.

REMAINING LAND PARCEL "A" IS NOT LEGALLY ESTABLISHED UNDER COMAR 26.04.03 AND MAY NOT BE CONSIDERED FOR DEVELOPMENT UNTIL SUCH TIME AS EITHER THE PARCEL CAN BE SERVED BY A COMMUNITY SEWAGE DISPOSAL SYSTEM OR EVALUATION OF THE PARCEL DEMONSTRATES THAT THE PARCEL MEETS THE PROVISIONS SET FORTH IN THE CODE OF MARYLAND REGULATIONS FOR SUBDIVISION OF LAND, IN PLACE AT THE TIME THE PROPOSAL IS SUBMITTED. FURTHERMORE, DEVELOPMENT MUST BE CONSISTENT WITH APPLICABLE STATE AND COUNTY CODES, REGULATIONS AND LAWS, AND THE PARCEL MAY NOT BE SERVED BY NON-CONVENTIONAL MEANS OF ON-SITE SEWAGE DISPOSAL.

6/30/10 DATE HEALTH OFFICER

CRITICAL	AREA	LOT	COVERAGE	CALCULATIONS	
<u>LOT 1 – 8.</u>	.309 AC.	± TOT	AL		_

A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	8.309 AC.± 54,291 SQ.FT. 26,466 SQ.FT. 27,825 SQ.FT.	
LOT 2 — 4.028 AC.± TOTAL A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	4.028 AC.± 26,319 SQ.FT. 0 SQ.FT. 26,319 SQ.FT.	
LOT 3 – 3.958 AC.± TOTAL A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	3.958 AC.± 25,862 SQ.FT. 0 SQ.FT. 25,862 SQ.FT.	
LOT 4 – 3.755 AC.± TOTAL A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	3.755 AC.± 24,535 SQ.FT. 0 SQ.FT. 24,535 SQ.FT.	
LOT 5 – 7.582 AC.± TOTAL A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	7.582 AC.± 49,541 SQ.FT. 0 SQ.FT. 49,541 SQ.FT.	
REMAINING LAND PARCEL "A" - 366,402 AC.± TOTAL A.AREA IN CRITICAL AREA B.15% LOT COVERAGE ALLOTMENT C.EXISTING LOT COVERAGE AREA D.LOT COVERAGE AREA ALLOTMENT REMAINING	101.655 AC.± 664,214 SQ.FT. 17,144 SQ.FT. 647,070 SQ.FT.	
ALL EXISTING LOT COVERAGE ASSUMED TO BE 100%	IMPERVIOUS	

GENERAL NOTES

THE PROPERTY SHOWN HEREON LIES PARTIALLY WITHIN THE CHESAPEAKE BAY CRITICAL AREA. THE SHORELINE DEVELOPMENT BUFFER IS LOCATED AND INDICATED 100' FROM MEAN HIGH WATER, THE LANDWARD EDGE OF TIDAL WETLANDS, AND THE TOP OF STREAM BANKS, AND HAS BEEN EXPANDED IN ACCORDANCE WITH \$190-139 AND \$190-140 OF THE TALBOT COUNTY

CODE, AND COMAR 27.01.09.01.E.(7), AS SHOWN HEREON CLEARING OR REMOVAL OF NATURAL VEGETATION WITHIN THE SHORELINE DEVELOPMENT BUFFER AND EXPANDED BUFFER IS PROHIBITED. CLEARING AND REMOVAL OF TREES OUTSIDE THE BUFFER OR EXPANDED BUFFER IS SUBJECT TO REVIEW BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. PLEASE CONTACT (410-770-8030) FOR FURTHER INFORMATION.

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

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

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

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.

TIDAL WETLANDS, NON-TIDAL WETLANDS AND STREAM/DRAINAGE FEATURES WITHIN THE PROPOSED DEVELOPMENT AREAS ON THIS PROPERTY WERE FIELD DELINEATED AND/OR INVESTIGATED BY SEAN CALLAHAN, A QUALIFIED PROFESSIONAL WITH LANE ENGINEERING, LLC, AND FIELD VERIFIED ON FEBRUARY 20, 2009 WITH ALAN KAMPMEYER OF THE MARYLAND DEPARTMENT OF ENVIRONMENT AND RODNEY SCHWARM WITH THE US ARMY CORPS OF ENGINEERS.

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

FOREST CONSERVATION NOTES

- A.PRIOR TO THE COMMENCEMENT OF ANY DEVELOPMENT ACTIVITIES AND IF THESE ACTIVITIES ARE TO OCCUR WITHIN 25' OF THE FOREST CONSERVATION AREA(S), NOTIFY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING (410-770- 8030) TO DETERMINE IF TEMPORARY PROTECTIVE DEVICES (SILT, BLAZE, WIRE, WOOD AND/OR OTHER FENCING), ARE REQUIRED. IF REQUIRED, DEVICES ARE TO BE INSTALLED AND INSPECTED BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING PRIOR TO THE COMMENCEMENT OF ANY DEVELOPMENT ACTIVITY. OWNER MAY BE SUBJECT TO A STOP WORK ORDER, FINES AND/OR PENALTIES, IF WORK COMMENCES PRIOR TO THE INSTALLATION OF PROTECTIVE DEVICES.
- B.PROTECTIVE DEVICES MUST BE SURVEY LOCATED, OR AS DIRECTED BY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. THE COUNTY RESERVES THE RIGHT TO MAKE ON-SITE, TREE-BY-TREE DECISIONS WHEN INSPECTING RETENTION AREAS FOR THE CRITICAL ROOT ZONE PROTECTION.
- C.MATERIALS AND STOCKPILE AREAS AND OTHER CONSTRUCTION STAGING AREAS SHALL BE LOCATED AT LEAST 25' AWAY FROM THE FOREST CONSERVATION AREA(S).
- D.NOTIFY THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING (410-770-8030) PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY TO SCHEDULE A REVIEW OF LAND DISTURBANCE AND TO DIRECT FINAL SITE STABILIZATION OR REMOVAL OF FOREST PROTECTIVE DEVICES. PROTECTIVE DEVICES SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS ARE PERMANENTLY STABILIZED, OR AS OTHERWISE DIRECTED. SIGNAGE AND OTHER PERMANENT PROTECTIVE DEVICES SHALL REMAIN IN PERPETUITY.
- E. THE FOREST CONSERVATION AREA(S), AS SHOWN ON THIS FINAL SUBDIVISION PLAT ARE SUBJECT TO A LONG TERM PROTECTION AGREEMENT ENTITLED FOREST CONSERVATION EASEMENT. THIS AGREEMENT, WHICH IS IN COMPLIANCE WITH THE TALBOT COUNTY FOREST CONSERVATION ORDINANCE, AND UNLESS OTHERWISE SPECIFICALLY NOTED, PRECLUDES MOWING, TRIMMING, CLEARING, REMOVAL OR OTHER DESTRUCTION OF ANY FOREST PLANTS ENFORCEMENT OF THIS AGREEMENT FALLS UNDER THE JURISDICTION OF THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING. THIS AGREEMENT RUNS PERPETUAL WITH THE PROPERTY, AND IS BINDING UPON THE OWNER(S), THEIR PERSONAL REPRESENTATIVES, HEIRS,
- SUCCESSORS AND/OR ASSIGNS. THIS AGREEMENT SHALL BE DISCLOSED IN ANY SUBSEQUENT SALE, CONTRACT, LEASE, MORTGAGE, DEED OR OTHER LEGAL PROPERTY INSTRUMENT. F. THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING RESERVES THE RIGHT TO INSPECT
- THE FOREST CONSERVATION AREA(S) AT ANY FUTURE DATE, WITH REASONABLE PRE-NOTIFICATION TO THE PROPERTY OWNER OR THEIR REPRESENTATIVE, AND TO ENFORCE THE PROVISIONS OF THE FOREST CONSERVATION EASEMENT.

PROPERTY COVENANTS & RESTRICTIONS LOTS 1, 2, 3, 4, 5 AND REMAINING LAND PARCEL "A" ARE SUBJECT TO A RESTRICTIVE COVENANT

RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1806 . AT FOLIO 208

LOTS 1, 2, 3, 4, 5, REMAINING LAND PARCEL "A" AND TAX PARCEL 18 ARE SUBJECT TO A DECLARATION OF ROAD CONSTRUCTION, USE AND MAINTENANCE COVENANTS RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1806 AT FOLIO 240 LOTS 1, 2, 3, 4 & 5 ON TAX PARCEL 1 ARE SUBJECT TO CRITICAL AREA FOREST PROTECTION,

OF 4. LOTS 1, 2, 3, 4 AND 5 ARE SUBJECT TO A CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT DOCUMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 1801, AT FOLIO 471

LOTS 1, 2, 3, 4 AND 5 ARE SUBJECT TO A 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 1507, AT FOLIO 450, TAX PARCEL 18 AND REMAINING LANDS PARCEL "A" ON TAX PARCEL 1 ARE SUBJECT TO NON-CRITICAL AREA FOREST CONSERVATION REQUIREMENTS ADDRESSED HEREIN, SHEETS 1 AND 2

REMAINING LAND PARCEL "A" IS SUBJECT TO A FOREST CONSERVATION EASEMENT DOCUMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER (80) AT FOLIO

MARYLAND DEPARTMENT OF THE ENVIRONMENT WETLANDS DISTURBANCE AUTHORIZATION NO. 201060199/10-NT-2016 DATED MAY 6, 2010, HAS BEEN ISSUED FOR A PORTION OF REMAINING LAND PARCEL "A" AND WYE COTTAGE LANE.

RYAN D SHOWALTER NOTARY PUBLIC STATE OF MARYLAND My Commission Expires 06/25/2012

OFFICIAL SEAL

KATRINA T. BANKS

DAY OF

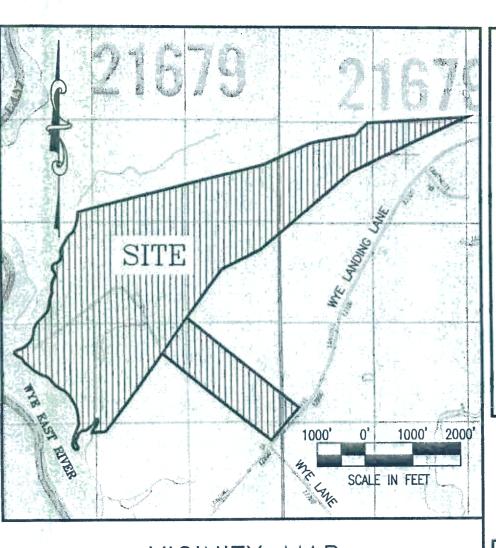
OFFICIAL SEAL

KATRINA T. BANKS

NOTARY PUBLIC - NEW JERSEY

My Comm. Expires Jan. 27, 2015

AND BUFFER AND EXPANDED BUFFER ESTABLISHMENT REQUIREMENTS ADDRESSED HEREIN, SHEET 4



VICINITY MAP SCALE: $1'' = 2000^{\circ}$ Copyright of the ADC Map People Permitted Use No. 20992180 (ADC MAP No. 1 & 2)

> ECEIVE JUN 3 0 2010

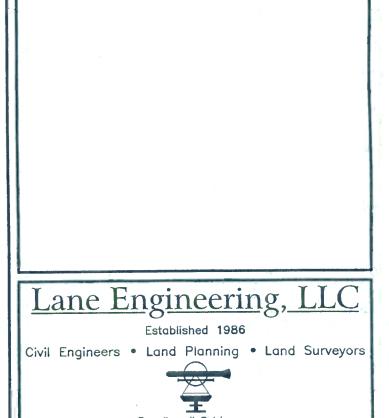
	and the second distance			
REVISIONS				
No.	DATE	DESCRIPTION	BY	
1	2/4/10	PER NOTICE TO PROCEED MEMOS DATED 12/16/08 & 12/11/09	RNT	
2	4/9/10	PER TAC NOTICE TO PROCEED DATED 3/26/10	RNT	
3	6/7/10	PER TAC NOTICE TO PROCEED DATED 5/13/10	RNT	
4	6/21/10	PER CRM NOTICE TO PROCEED DATED 6/18/10	RNT	

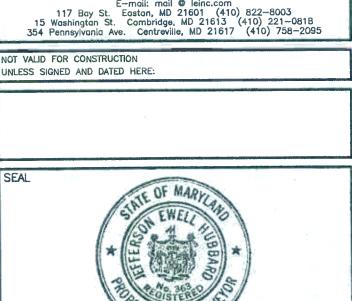
RECEIVED

JUL 1 4 2010

CRITICAL AREA COMMISSION

Chesapeake & Atlantic Coastal Bays





SUBDIVISION PLAT, FCP #2010-06 AND BMP #M1109

WYE COTTAGE FARM' FOURTH ELECTION DISTRICT ALBOT COUNTY, MARYLAND TAX MAP 4 GRIDS 2 & 8 PARCELS 1 & 18 SUED FOR: SKETCH PLAN REVIEW PRELIMINARY PLAT REVIEW FINAL PLAT TAC REVIEW 6/30/08 WBS 2/4/10 WBS 4/9/10 WBS FINAL PLAT CRM REVIEW 6/7/10 WBS 6/21/10 WBS RECORDATION 6/30/10 recept #83362 6/30/08 OF

AS NOTED

JOB No.

FILE No.

070207

1614

