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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/](http://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.

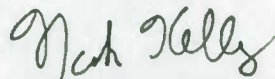
In addition, we have the following comments in regard to the Buffer Management Plan:

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 bare-root/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.

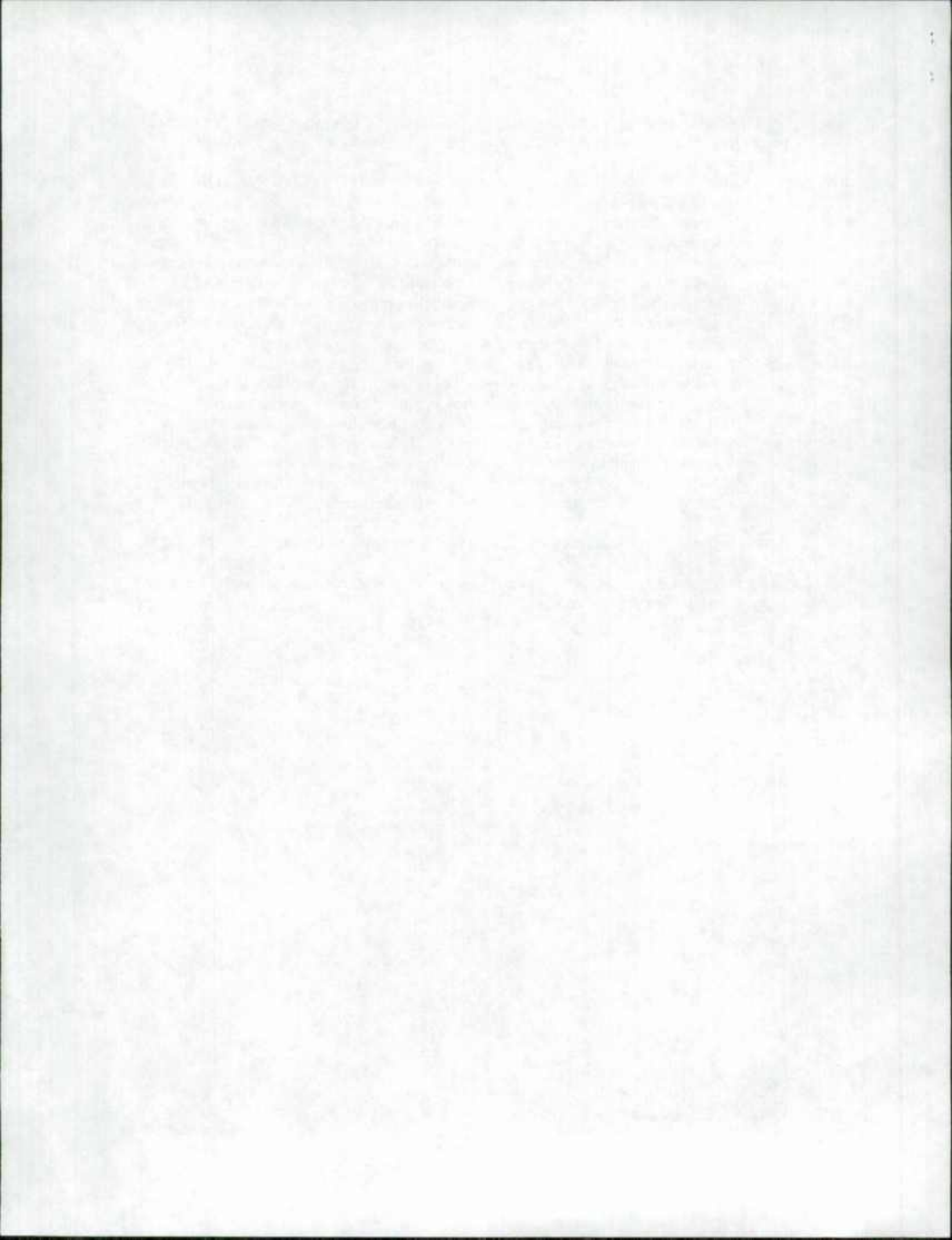
Thank you for the opportunity to provide additional comments on this subdivision request. If you have any questions, please call me at (410) 260-3483.

Sincerely,



Nick Kelly  
Natural Resource Planner

cc: TC 452-08  
Bill Stagg, Lane Engineering, Inc.



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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

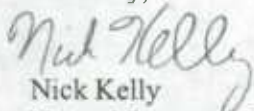
However, until such measures are approved, the County must utilize the requirements found in the State regulations, and the submitted Buffer Management Plan (here titled by the applicant as the "Critical Area Afforestation Plan") must be revised. We recommend that the applicant be proactive in applying 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.

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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 site 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

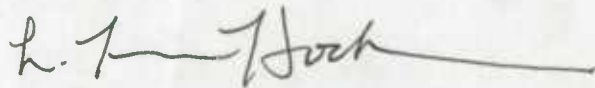
information regarding the nature of the subdivision/conveyance activity which occurred in 1991.

4. Any revision to the proposed lot lines should be done so as to avoid impacts to tidal and non-tidal 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,



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

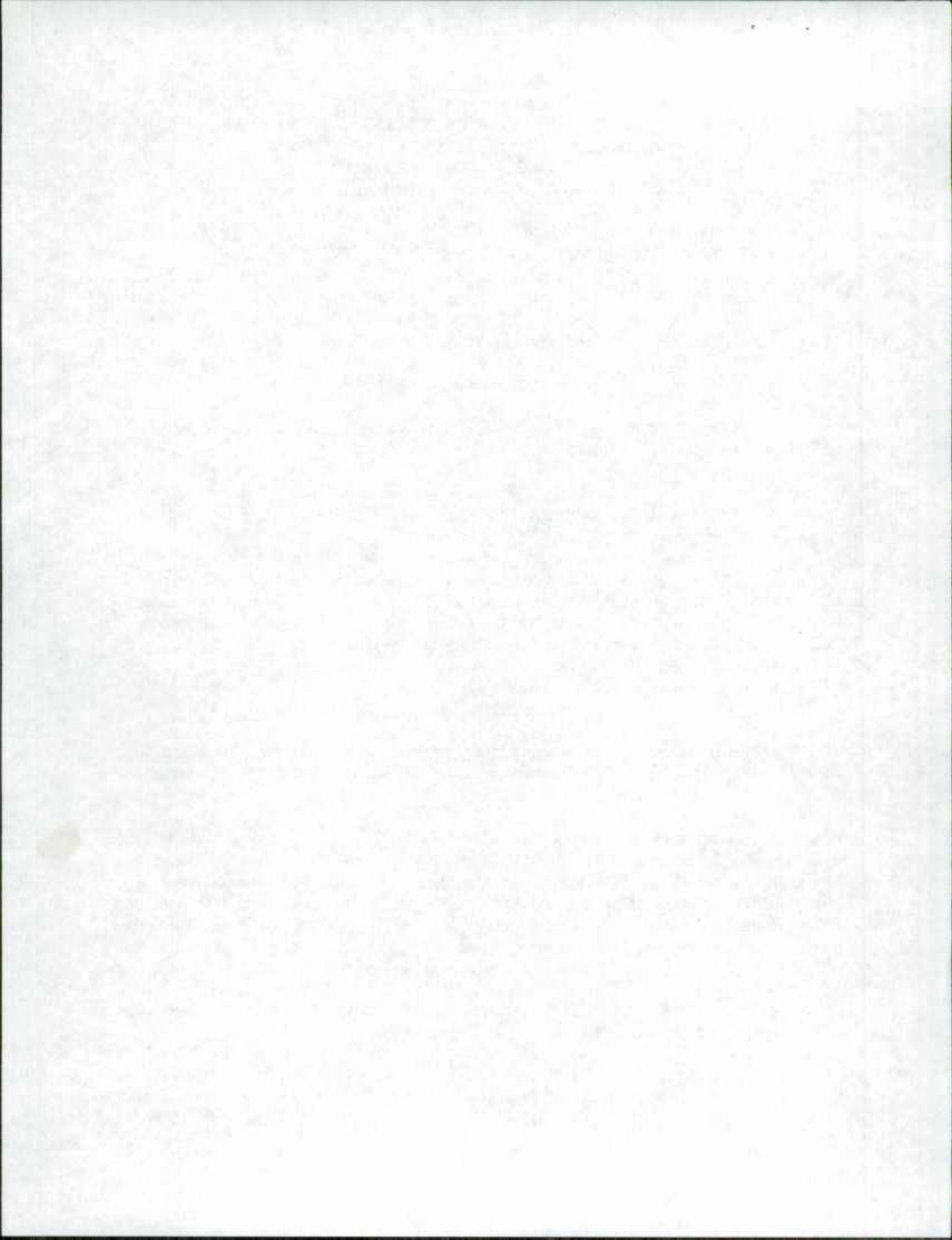
*Deed Reference:* 1373/261 *Plat:* 189/85 *Acreage:* 394.034 acres

*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 ±) on Lot 1, "B" (0. \_\_\_ 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";

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;

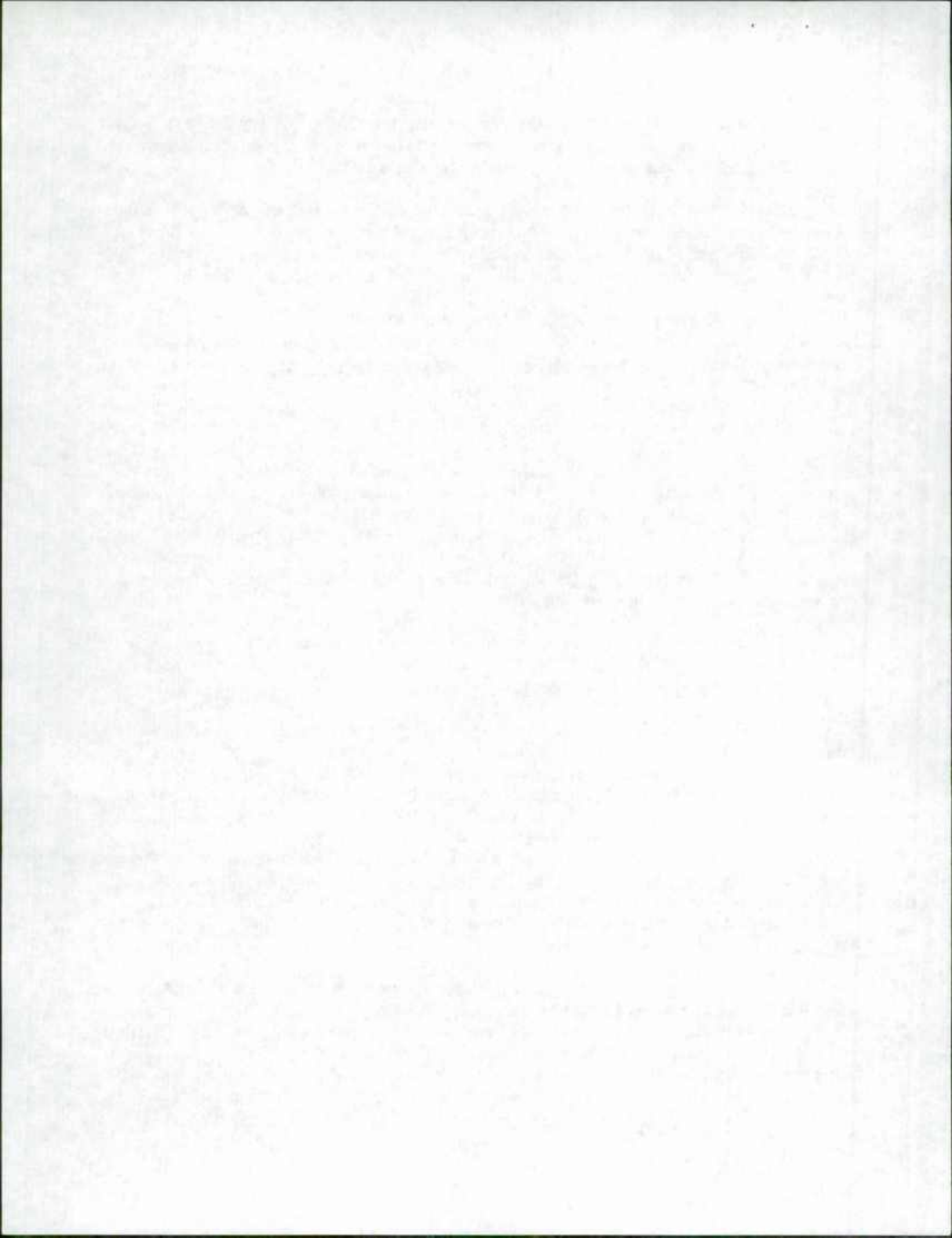
G. **Developer**, being entitled to do so, desires to establish certain contingent charges upon the Lots in accordance with this Agreement, whereby **County will recover the costs of performing Developer's obligations hereunder in the event of a default by Developer**, which costs are to be paid by the 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. **Planting and Maintenance:** Developer hereby covenants and agrees, on behalf of itself and its successors and assigns as fee simple owner(s) of the Lots, to provide, install, protect, maintain, manage, and monitor the protective devices and plantings within the Buffer Establishment Afforestation Areas (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."

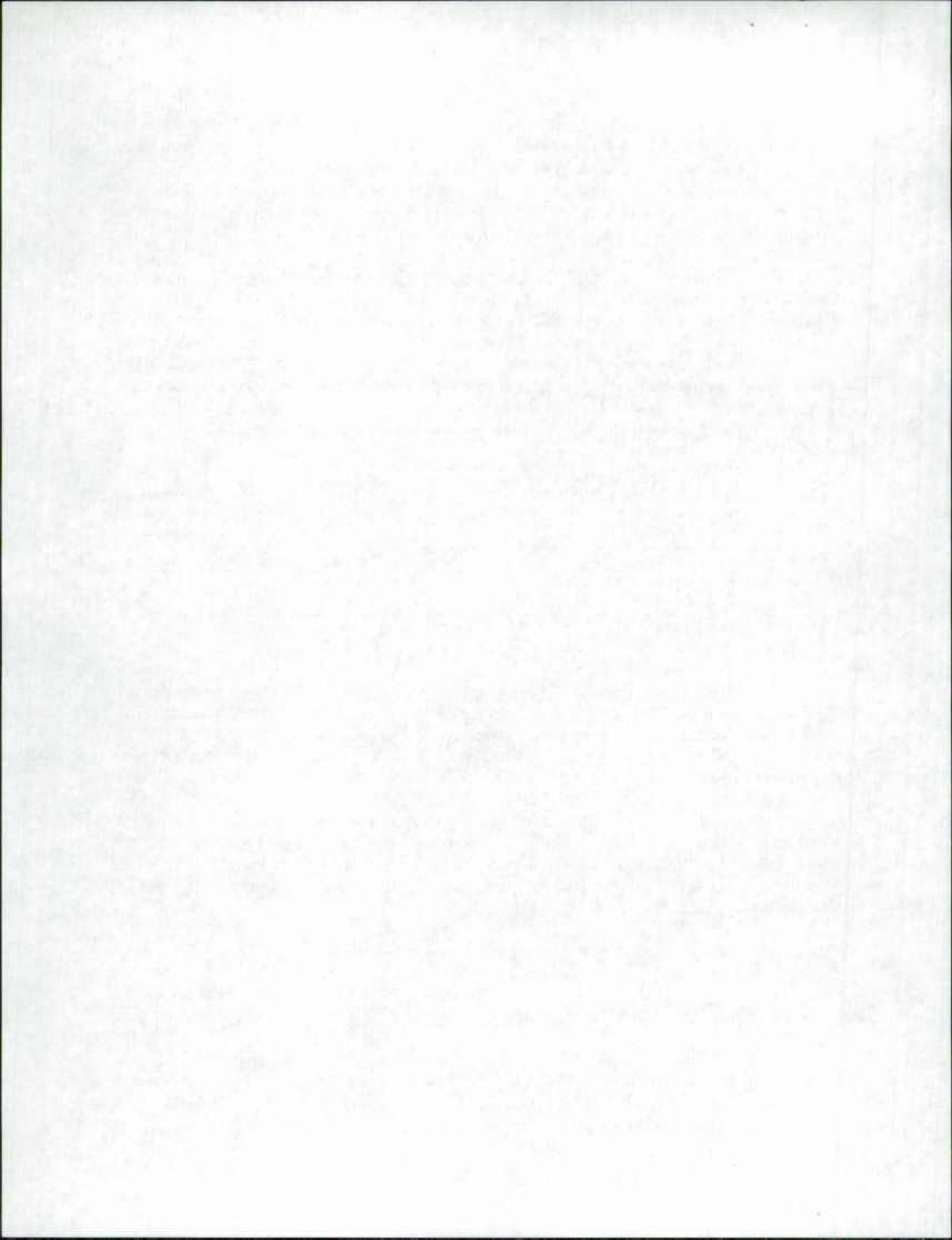
2. Buffer Establishment Areas and Planting and Survival Requirements: The Buffer Establishment Afforestation Areas shall be as designated on the Plan and the final subdivision plat entitled "Subdivision Plat and FCP# 2010-06, 'Wye Cottage Farm'", prepared by Lane Engineering, LLC, last revised June 7, 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:

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

3. Timing, Commencement and Completion of the Work: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, 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:



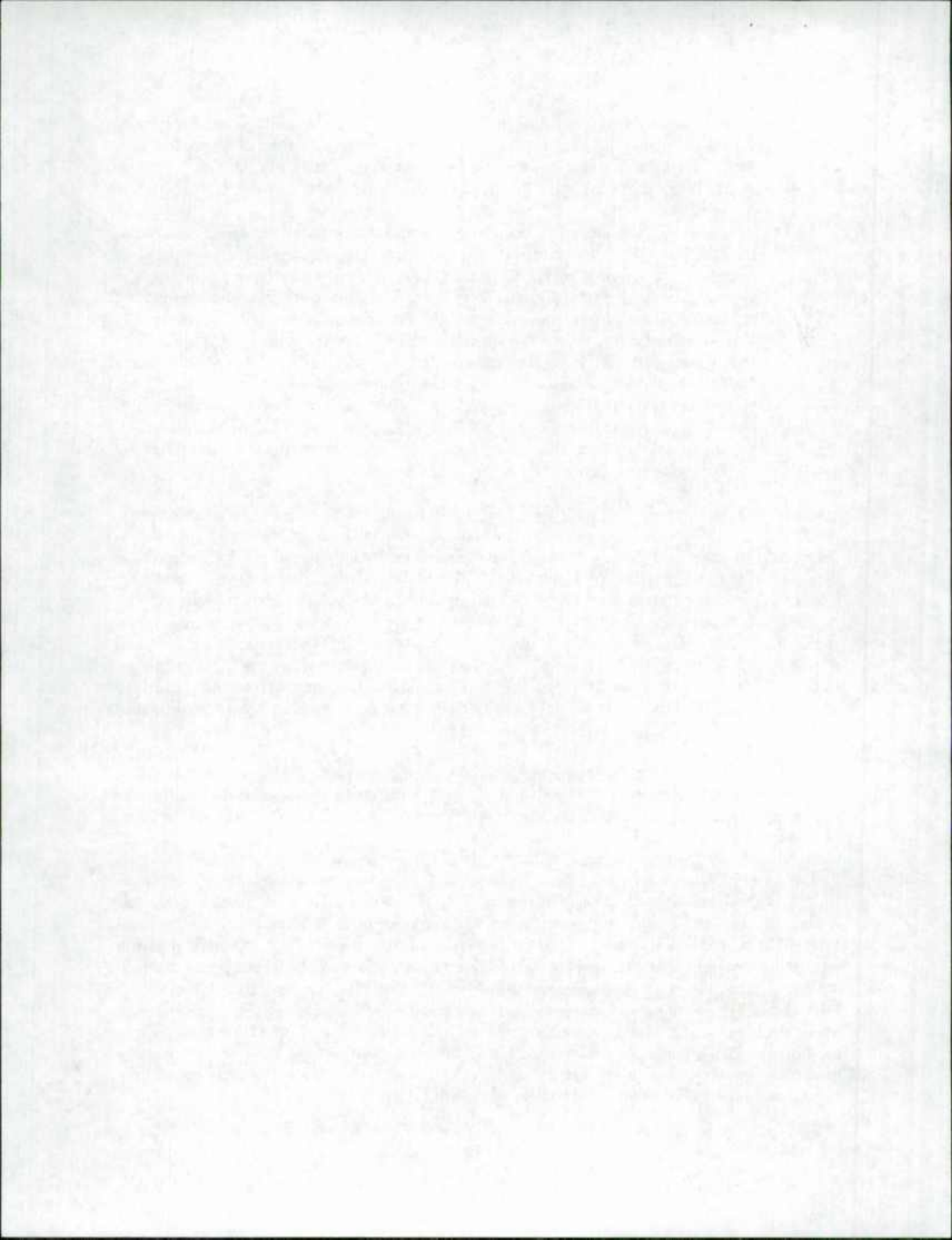


i. the growing season immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of the all or portion(s) of the Buffer Establishment Afforestation Area located on such Lot more than twenty-five (25) feet landward of tidal waters and tidal wetlands; or

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



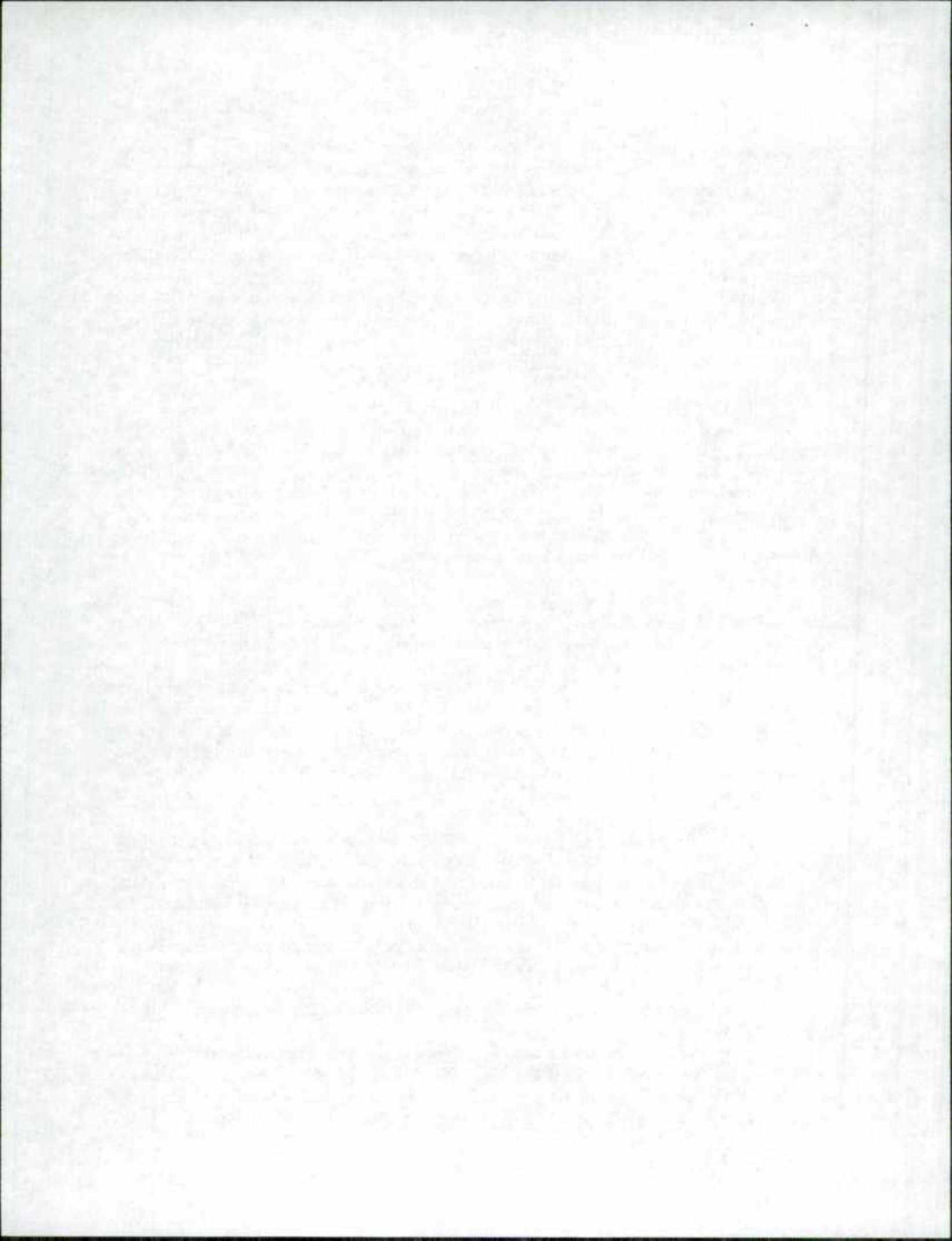
Developer may, at any time, obtain release of one or more Lot(s) from the provisions of Paragraph 10, subparagraphs (B) through (E) and the lien established thereby by delivering to County alternative surety in a form and amount acceptable to County. County shall not unreasonably withhold its approval 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. Damage to County Property: Developer shall, at its own expense, repair any County land, improvements and facilities damaged as a result of the performance of the Work by Developer, its agents, consultants, contractors, servants, or employees. If, in the judgment of County, the damage presents an imminent threat to the public health, safety or welfare, Developer shall repair the damage immediately upon the request of County. If Developer fails to make such repair, County shall have the right to enter the Subdivision or Site, repair the damage, and recover the cost of the repair from Developer, including, but not limited to, court costs, attorneys' fees, and direct administrative and overhead costs.

7. County Inspections: County may from time to time inspect the Work performed under the Plan and this Agreement at such intervals as it determines appropriate, and following each inspection shall prepare and provide Developer a written report of its findings. County, its agents, officials, employees, and contractors shall have the right of entry onto any Lot, upon not less than twenty four (24) hours advance notice to Developer, to inspect implementation of the Plan, progress of the Work, survival of the plants, and compliance with all other terms of this Agreement. During the applicable Maintenance Period, County, at any time, may require Developer to replant all or any portion of the nursery stock or other plantings that fail to survive as required by the Plan. Developer or its authorized representative shall be entitled to be present during the period of any County inspection.

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

9. Default; Implementation by County. Failure by Developer to comply with the terms of the Plan or this Agreement shall be deemed an event of default ("Default"). In the event of a Default by Developer, County shall provide Developer with written notice specifying the Default, the Lot(s) in default, and the action required to cure such Default. 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. County's Recovery of Costs for Remedial Measures. In the event that County shall be required to institute Remedial Measures, Developer shall be responsible for payment of all costs incurred by or on behalf of County in connection with the completion of the Remedial Measures plus County's costs of collection as more particularly described below.

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

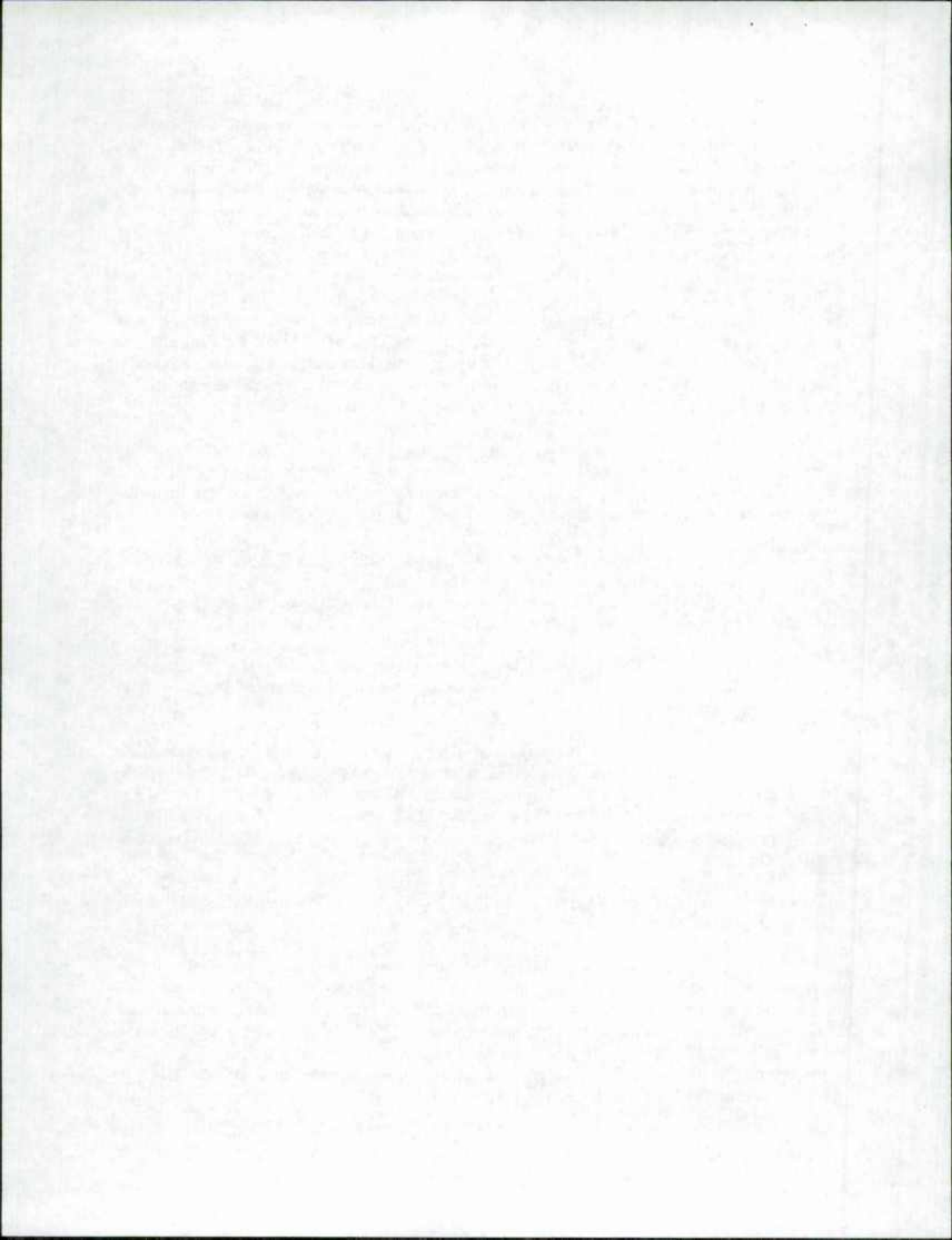
(i) The Remedial Costs (exclusive of Default Interest, Late Fees and Attorneys' Fees) shall be comprised of the following:

(a) County's actual costs to 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.

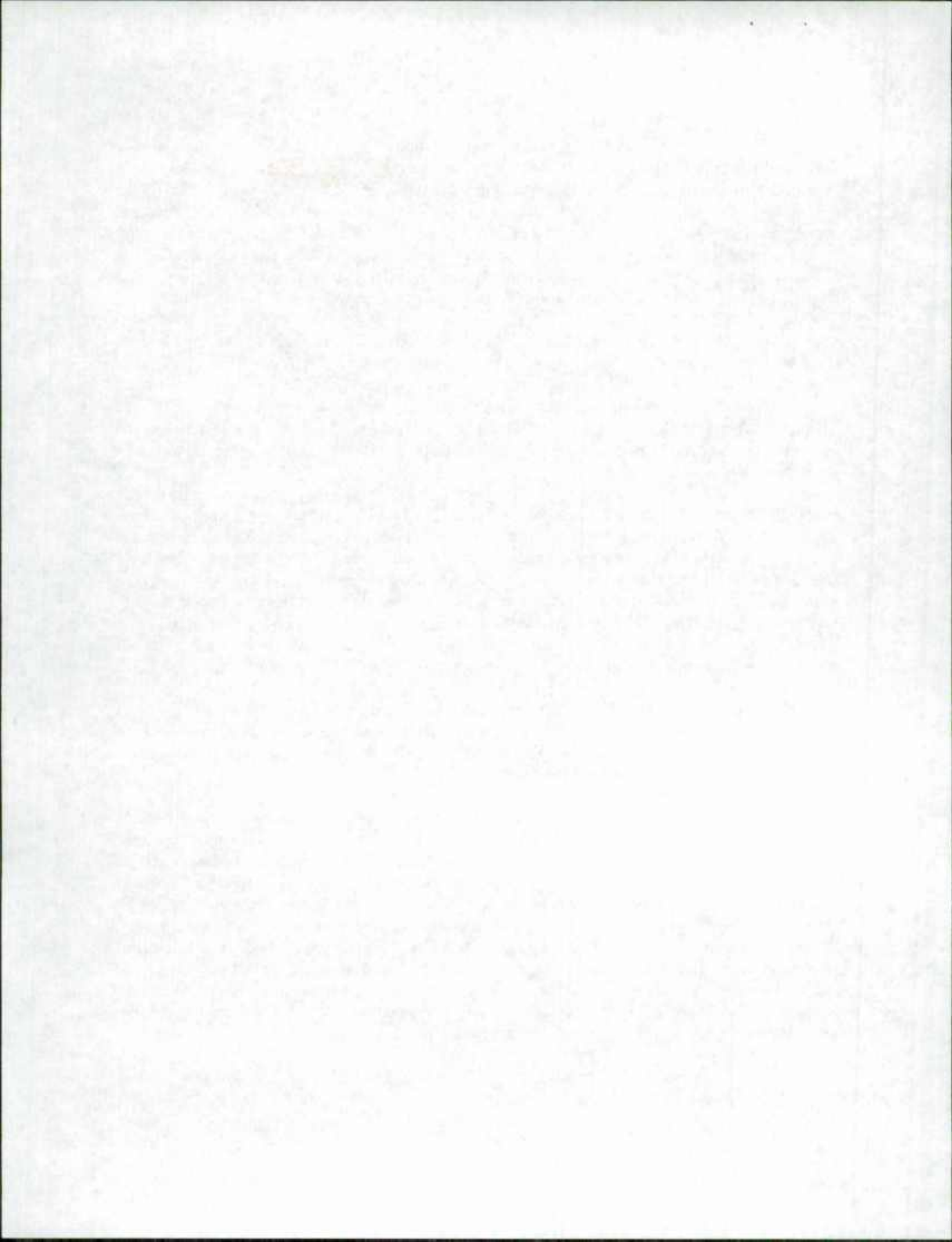
(iv) If any owner shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that owner's Lot in accordance with this Agreement, and County shall institute any legal and/or equitable proceedings to collect such delinquent debt, collection costs and reasonable attorneys' 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. Establishment of Lien and Personal Obligation. 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 secure payment of the Remedial Costs assessed against that owner's Lot, a lien upon the Lot against which the Remedial Costs are assessed, and (3) grants to County a power of sale and assents to the entry of a decree and order for sale with respect to that owner's Lot upon a default by the owner under this Agreement by pay County the Remedial Costs.

The payment of Remedial Costs assessed against each Lot shall also be the personal obligation of the owner of the Lot as of the time that the Remedial Costs are assessed by invoice and such personal obligation shall be joint and several between or among any multiple persons and/or entities that comprise the owner of the Lot.

In the event that any owner shall fail to pay the Remedial Costs applicable to that owner's Lot in accordance with this Agreement, County shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right: (i) to bring an action at law against any owner personally obligated to pay the Remedial Costs, (ii) to foreclose on the lien against the Lot in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale or assent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, (iii) to foreclose on the lien against the Lot in the manner now or hereafter provided for pursuant to the Maryland Contract Lien Act, and/or (iv) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law.

C. Right of Redemption. In the event County initiates a foreclosure or a suit for collection of the Remedial Costs, the owner of the affected Lot, or the mortgagee thereof,



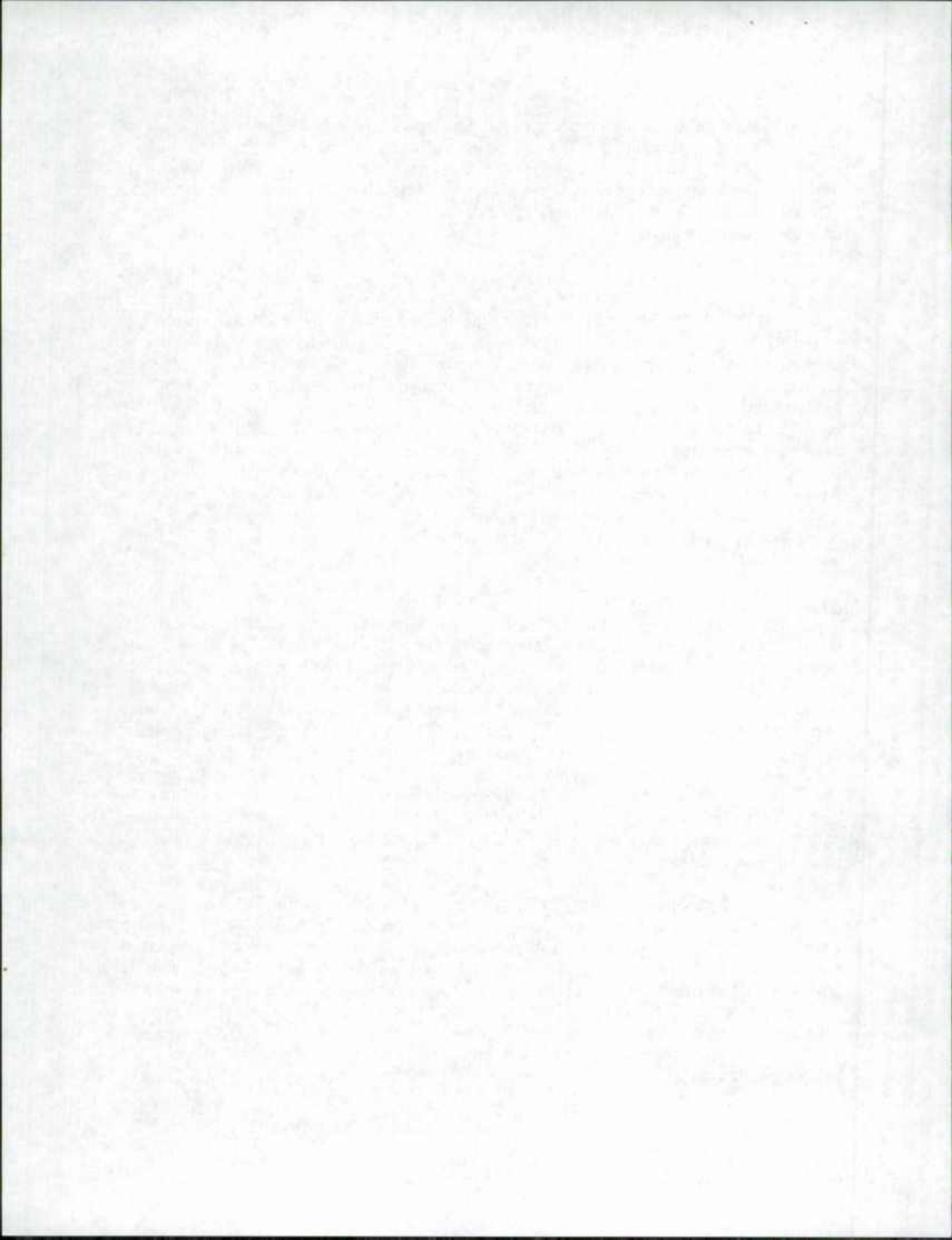


shall have the right to have enforcement of this Agreement against said Lot discontinued at any time prior to the earlier of: (i) five (5) days before sale of the Lot pursuant to the power of sale contained herein, or (ii) entry of a judgment enforcing the provisions hereof, provided that the owner or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

D. Priority of Lien. The lien for delinquent Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) provided for in this Agreement shall have priority from and after the date upon which this Agreement is recorded among the Land Records of Talbot County, Maryland over the lien of any subsequently recorded deed of trust, mortgage instruments or other encumbrances duly recorded on any Lot following the recordation of this Agreement. The sale or transfer of any Lot shall not affect any lien imposed against such Lot pursuant to this Agreement. No sale or transfer of a Lot shall relieve the owner of the Lot from liability for any Remedial Costs assessed by invoice prior to such sale of transfer or from the lien for such Remedial Costs. The purchaser of a Lot shall be jointly and severally liable with the 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. Power of Sale. In the event that County shall elect to collect any delinquent Remedial Costs by foreclosing its lien pursuant to the power of sale granted to it in this Agreement, County hereby designates 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, 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. 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. Waiver of Appeal Rights. Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work that is the subject of this Agreement.

B. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall touch, concern, run with and bind the Lots, shall be binding upon Developer and its respective heirs, personal representatives, successors, transferees and assigns and shall inure to the benefit of and be enforceable by County. Except with respect to Remedial Costs related to a Default occurring prior to their transfer or sale of a Lot (*see* Para. 10(B)), the provisions hereof shall 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. Captions and Gender. The captions contained in this Agreement are for convenience only and are not a part of this Agreement and are not intended in any way to limit or enlarge the terms and provisions of this Agreement. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural and vice versa.

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

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

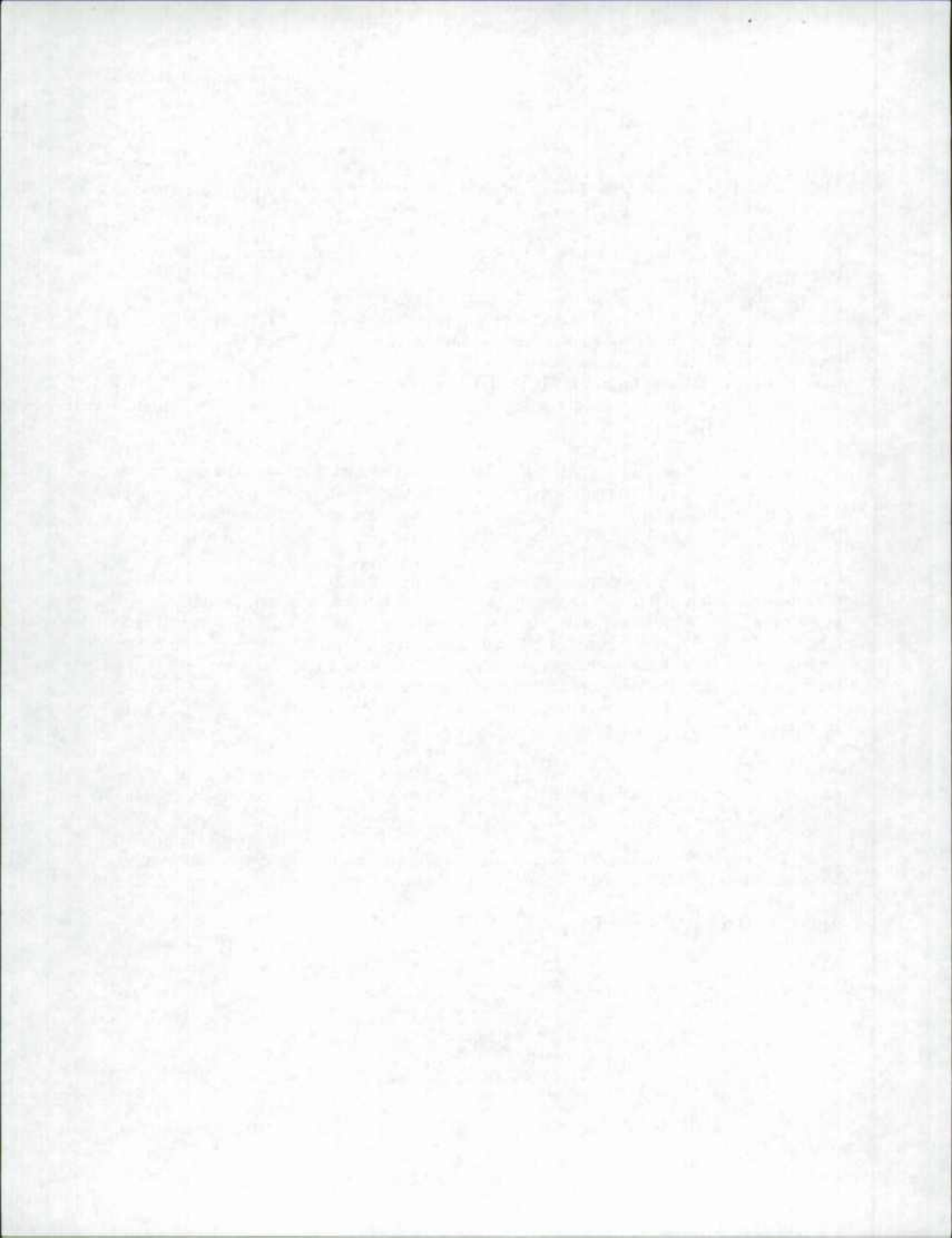
**APPROVED AND AGREED TO:**

ATTEST:

TALBOT COUNTY, MARYLAND

Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Coyman  
Talbot County Planning Officer



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

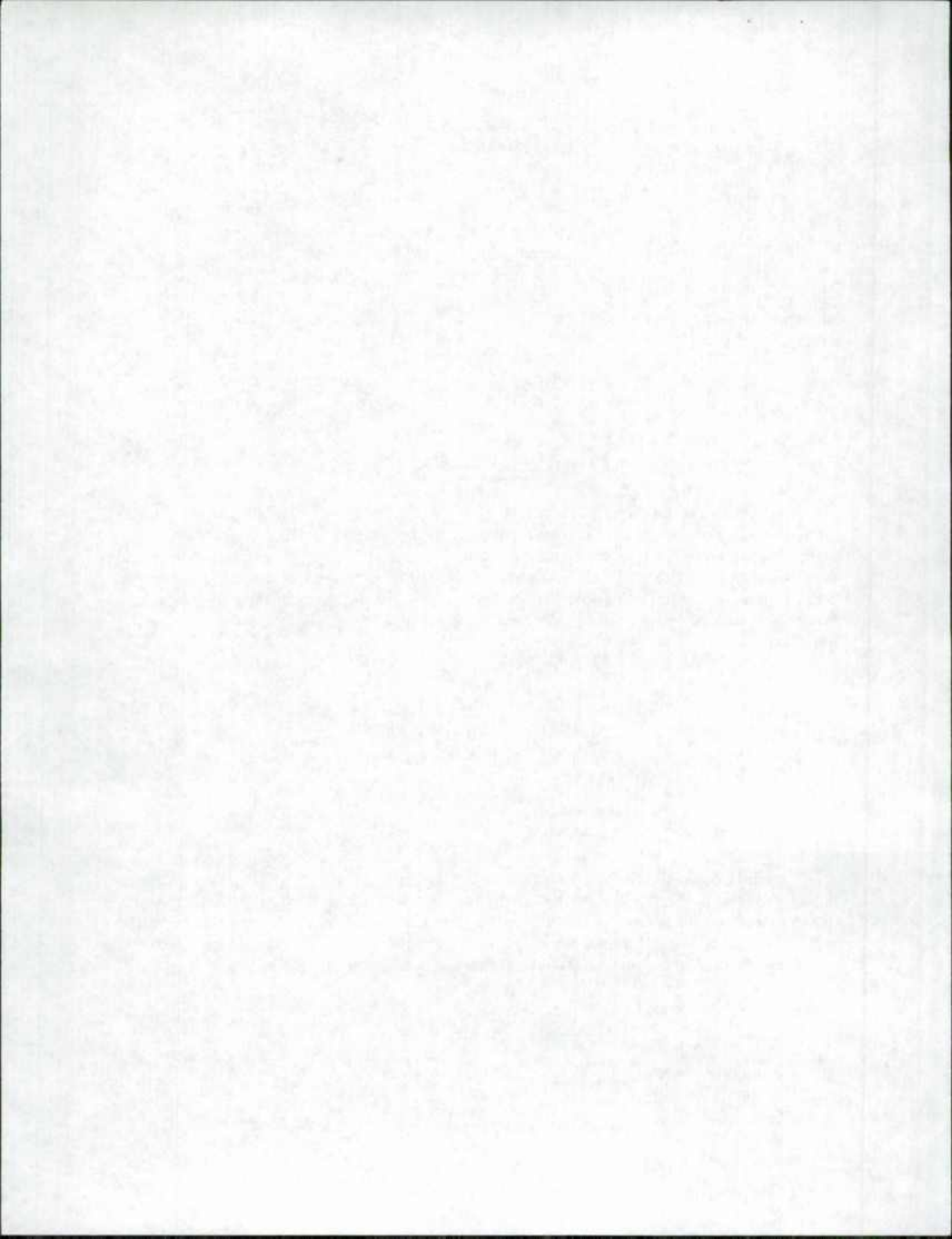


EXHIBIT A

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”);

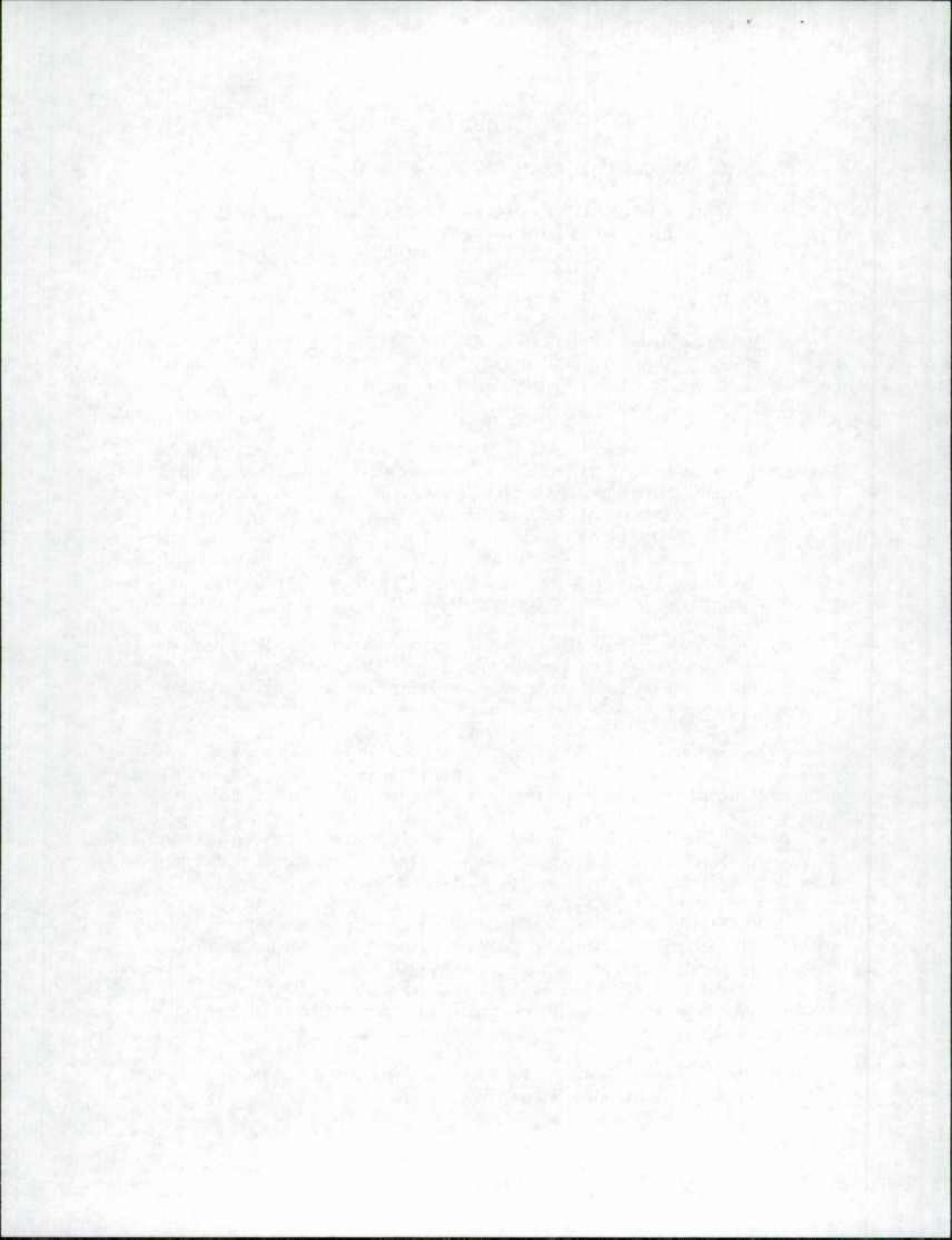
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100’ Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the Count yin the event that the owner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

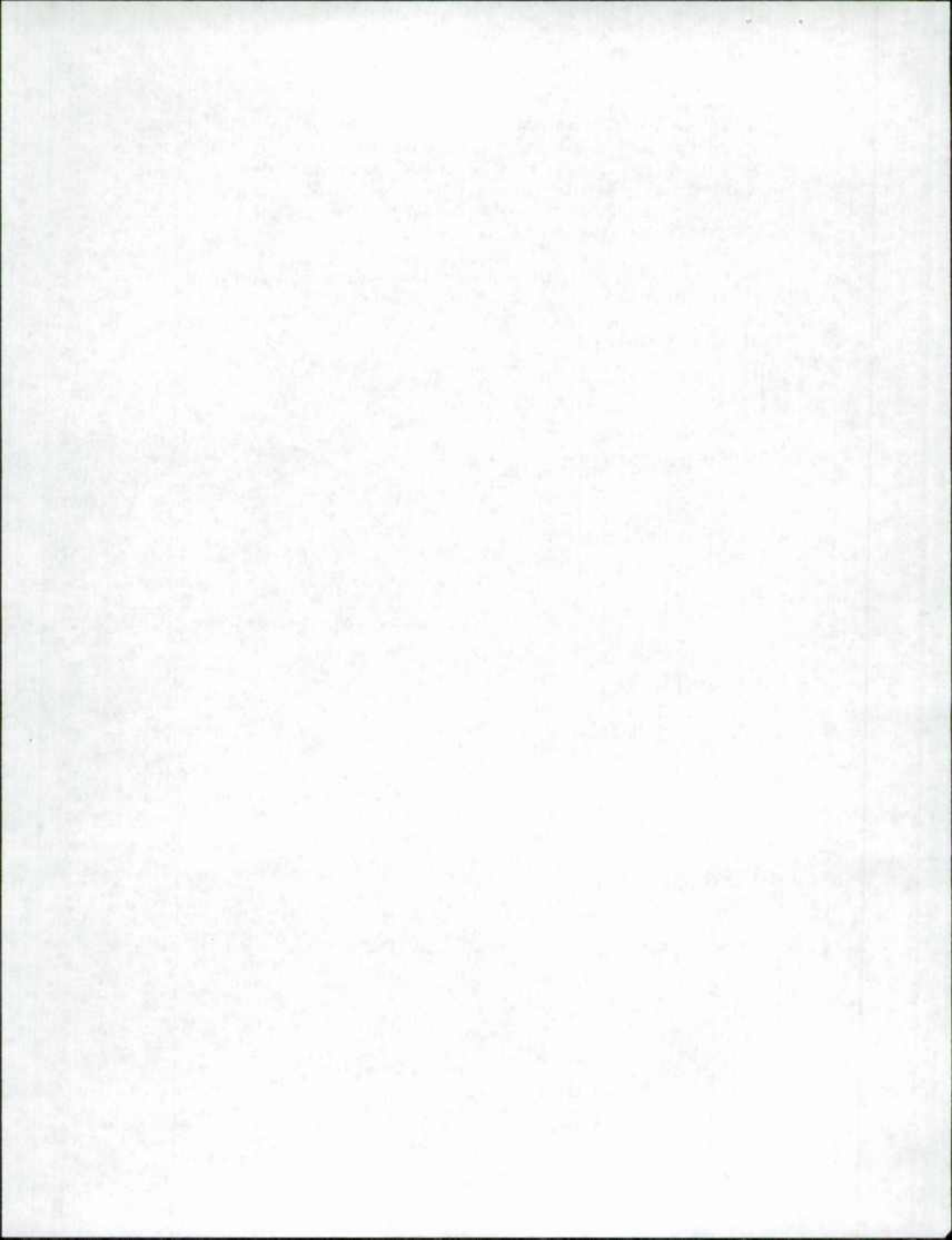
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Michael L. Pullen, County Attorney

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:

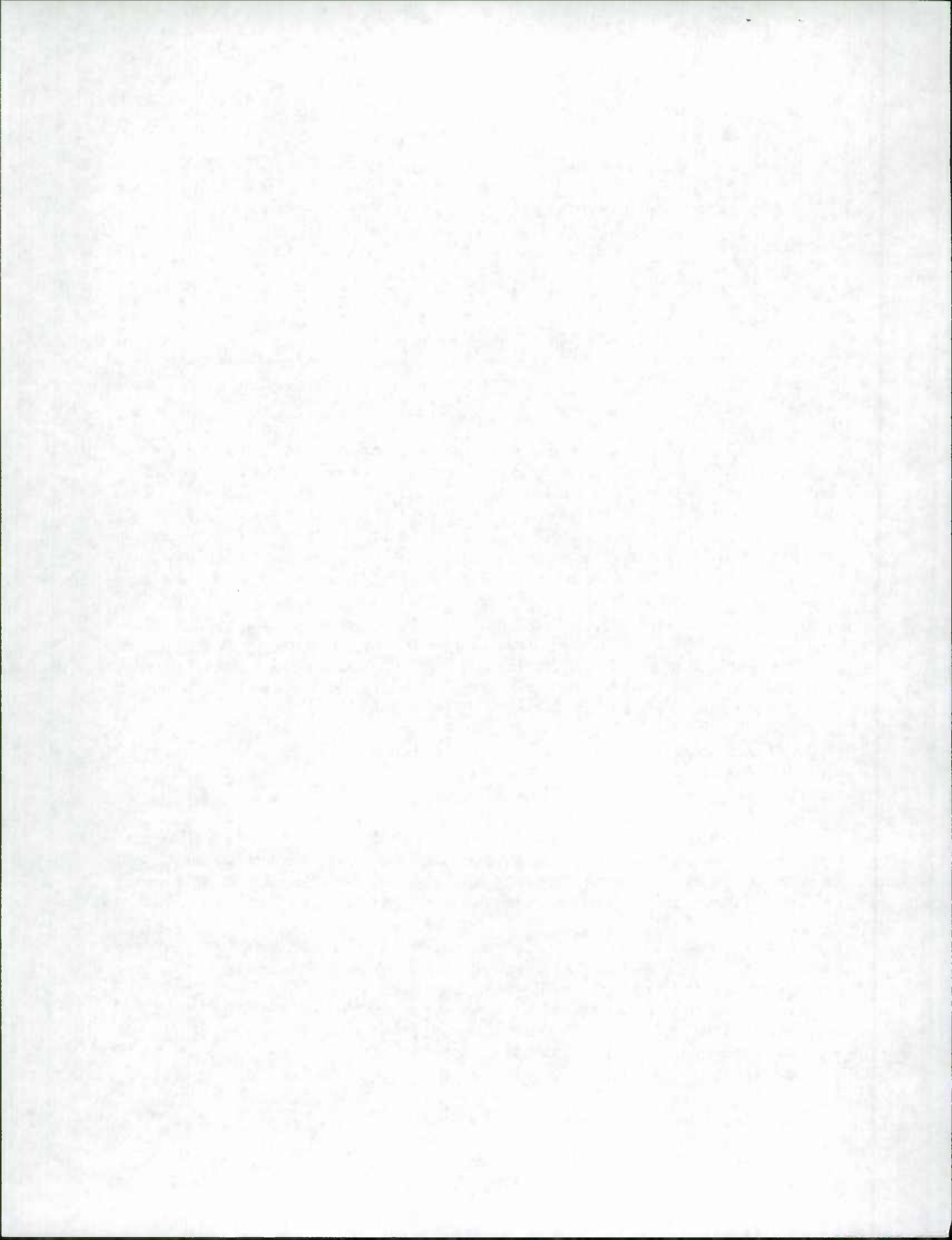
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 (“Developer”) executed a “Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration” dated June \_\_, 2010 and recorded among the Land 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 County in the event that the owner of a Lot defaults on such obligations;

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

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

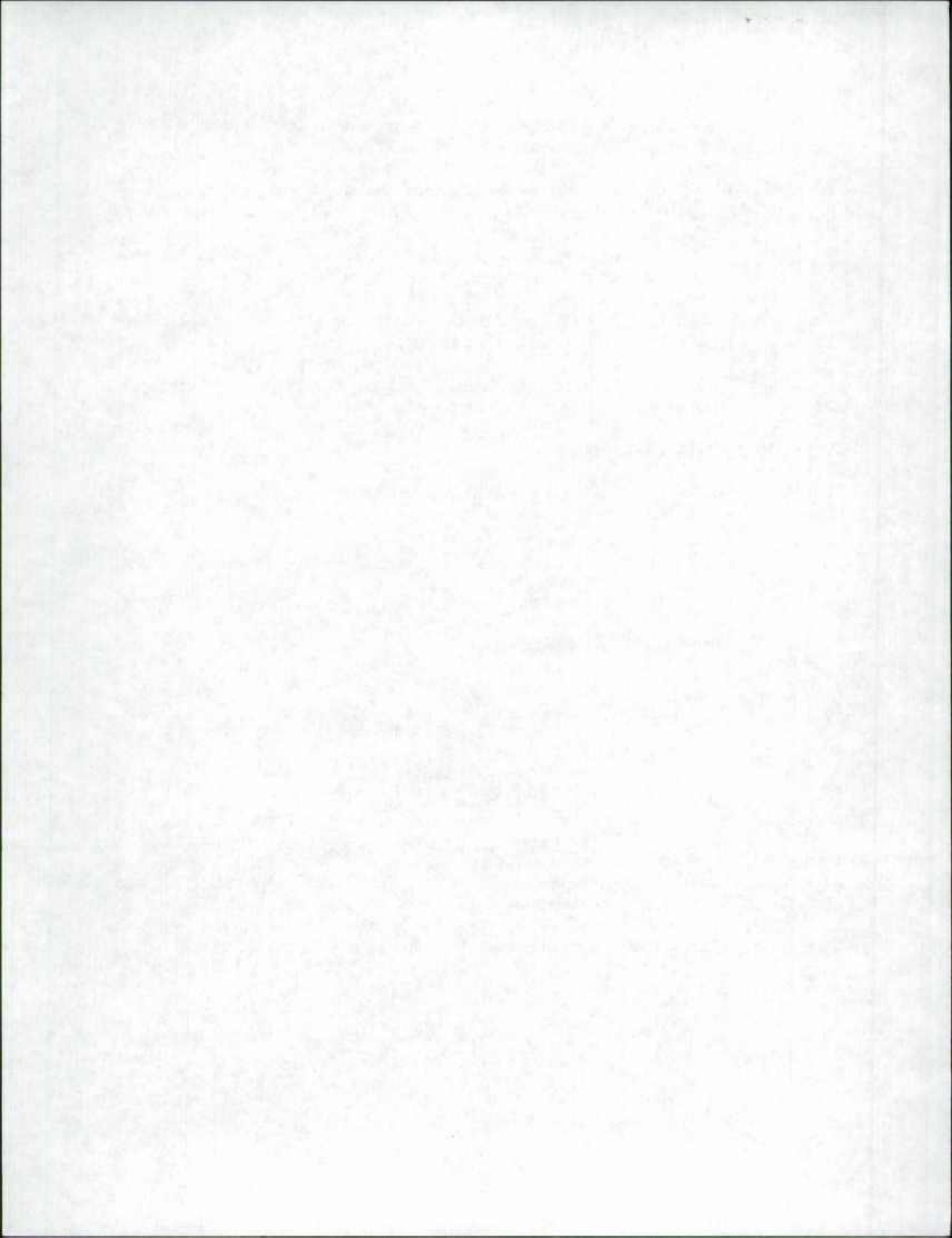
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 \_\_\_\_\_  
 Michael L. Pullen, County Attorney

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: \_\_\_\_\_ Notary Public  
 \_\_\_\_\_



**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 acting by and through its duly authorized Planning Officer ("County").

RECITALS:

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

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

C. Developer has elected to engage in a regulated activity as defined by § 190-134 B. (2) Table VI-1, item #6 of the Ordinance, and COMAR 27.01.09.01-1 on certain property located in the 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

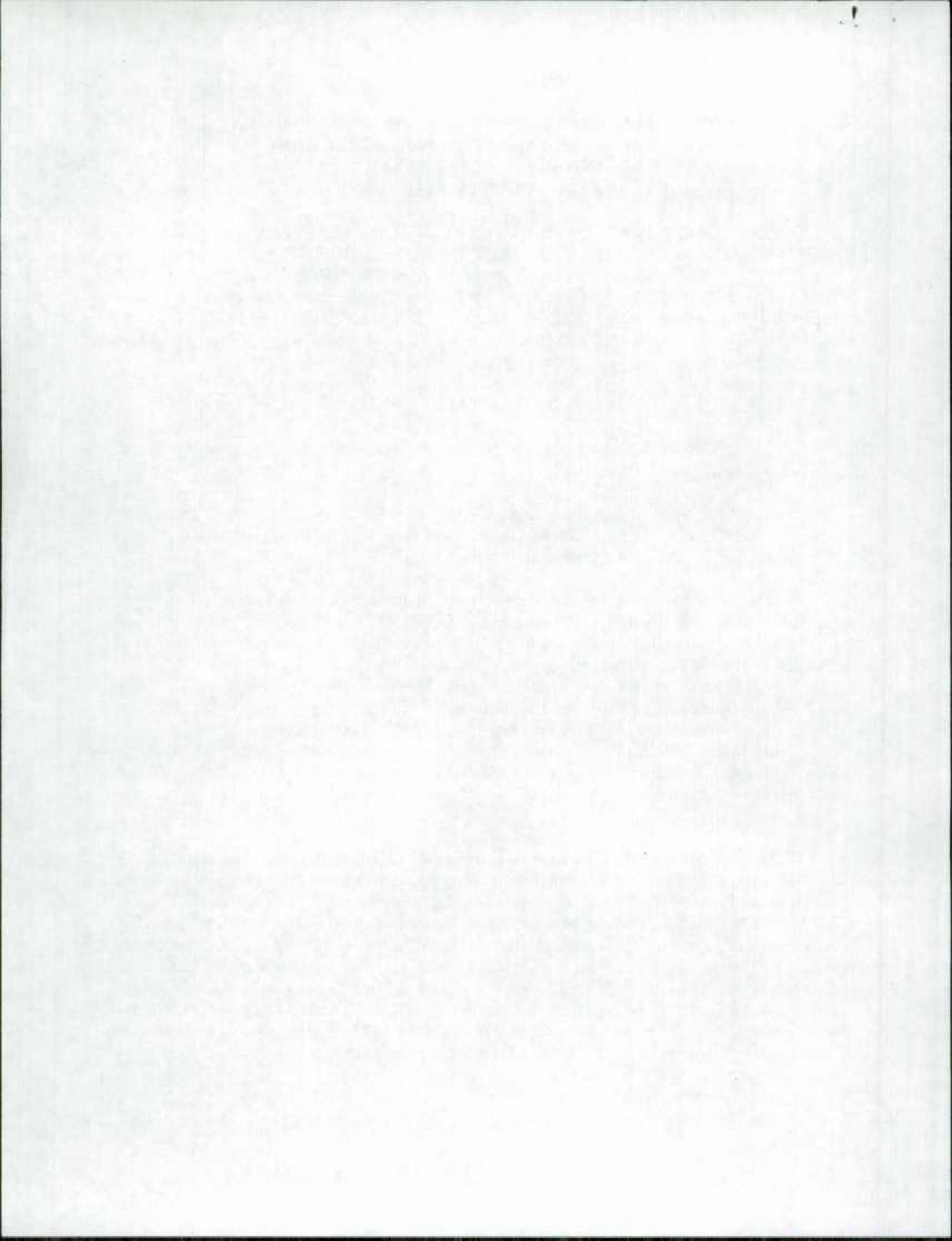
*Property Address:* 12810 Wye Landing Road

*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" (~~0.622~~ acres ±) on Lot 1, "B" (~~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";





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 after the completion of the plantings as may be more particularly specified below and in the Plan), the plantings required within the Buffer of such Lot in accordance with the Ordinance, Regulations, Plan, and the terms of this Agreement;

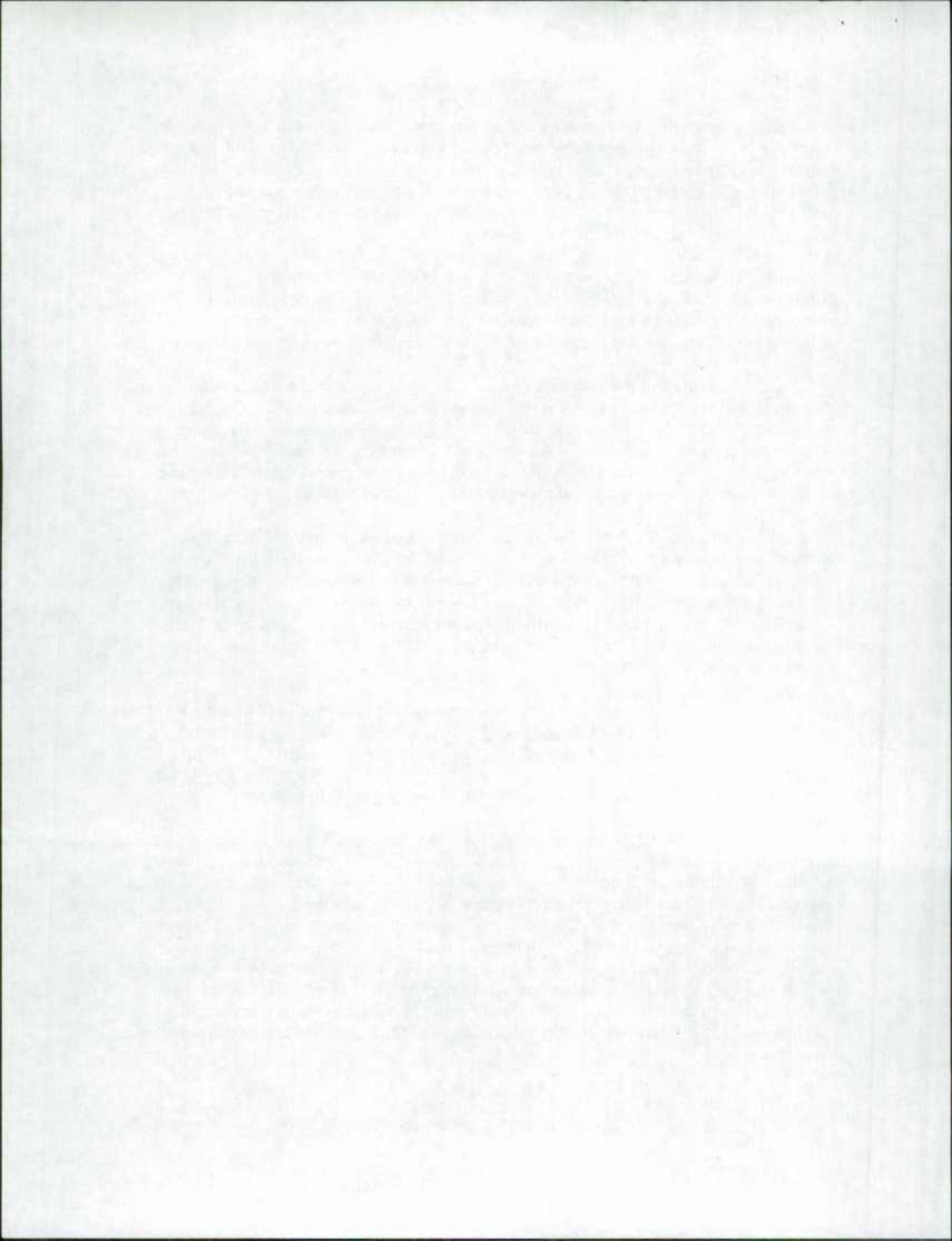
F. Pursuant to the provisions of § 190-134 C. (2) (b) (vi) and § 190-185 of the Ordinance, COMAR 27.01.09.01-3(J)(2)(d), and the terms of this Agreement, Developer is hereby providing and County is accepting security which guarantees the timely and satisfactory performance of Developer's requirements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

G. Developer, ~~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~~ a 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:



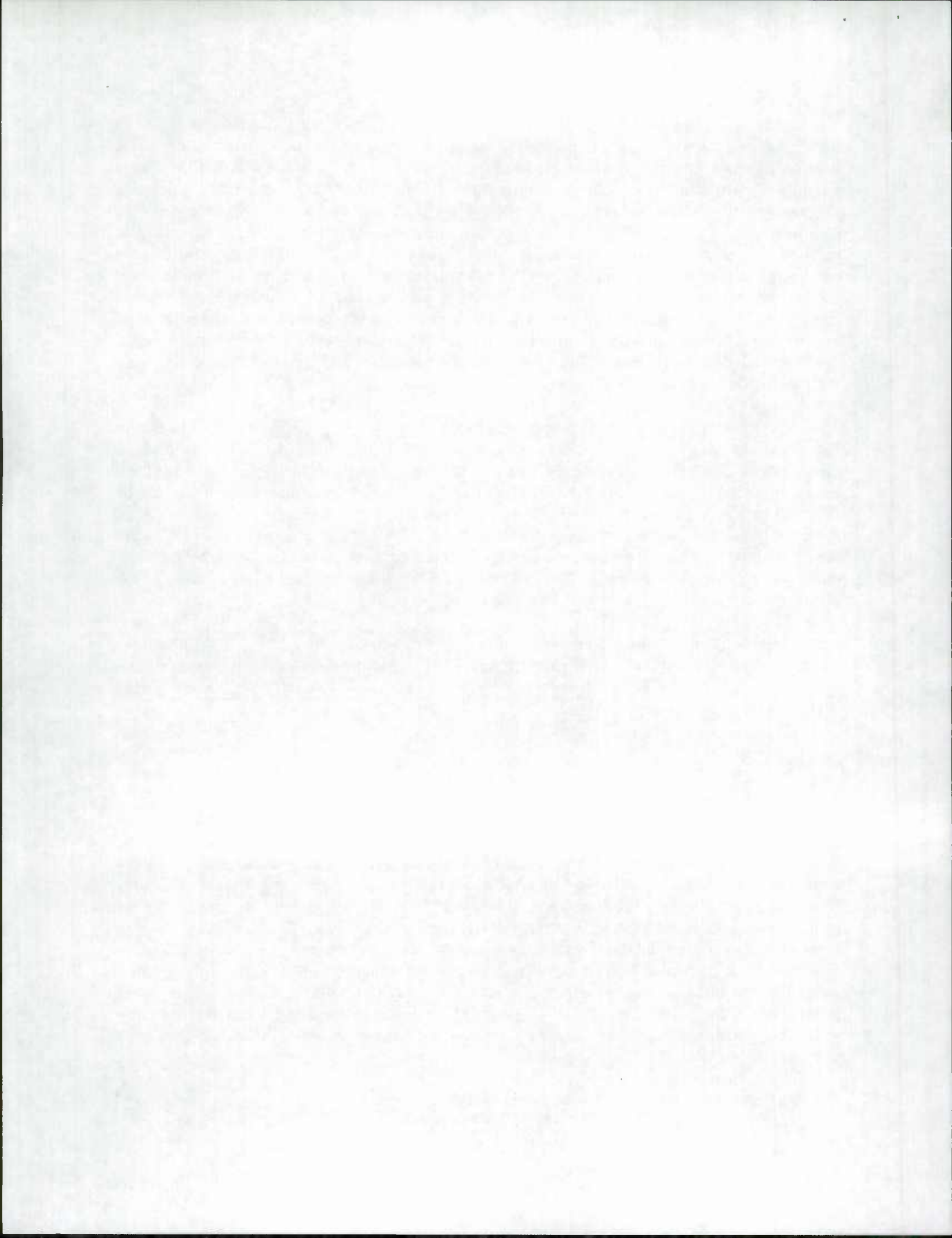
1. Planting and Maintenance: Developer hereby covenants and agrees, on behalf of itself and its successors and assigns as fee simple owner(s) of the Lots, to provide, install, protect, maintain, manage, and monitor the protective devices and plantings within the Buffer Establishment Afforestation Areas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

2. Buffer Establishment Areas and Planting and Survival Requirements: The Buffer Establishment Afforestation Areas shall be as designated on the Plan 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~~ 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:

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

3. Timing, Commencement and Completion of the Work: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, 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.

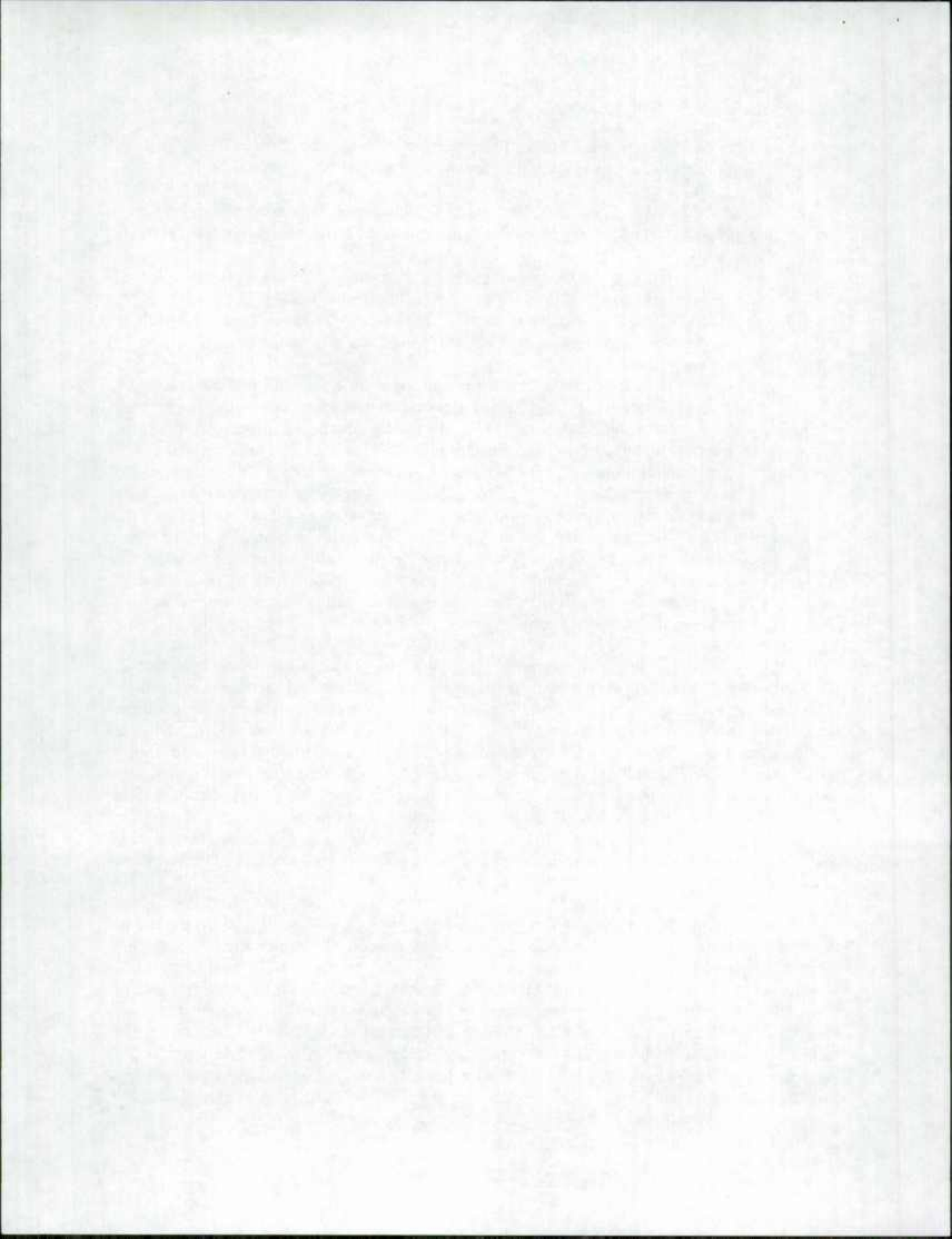
B. Lots 2 through 5 – Planting of the Buffer Establishment Afforestation Area on Lots 2 through 5 shall occur on a lot-by-lot basis prior to the earlier of the following events:

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



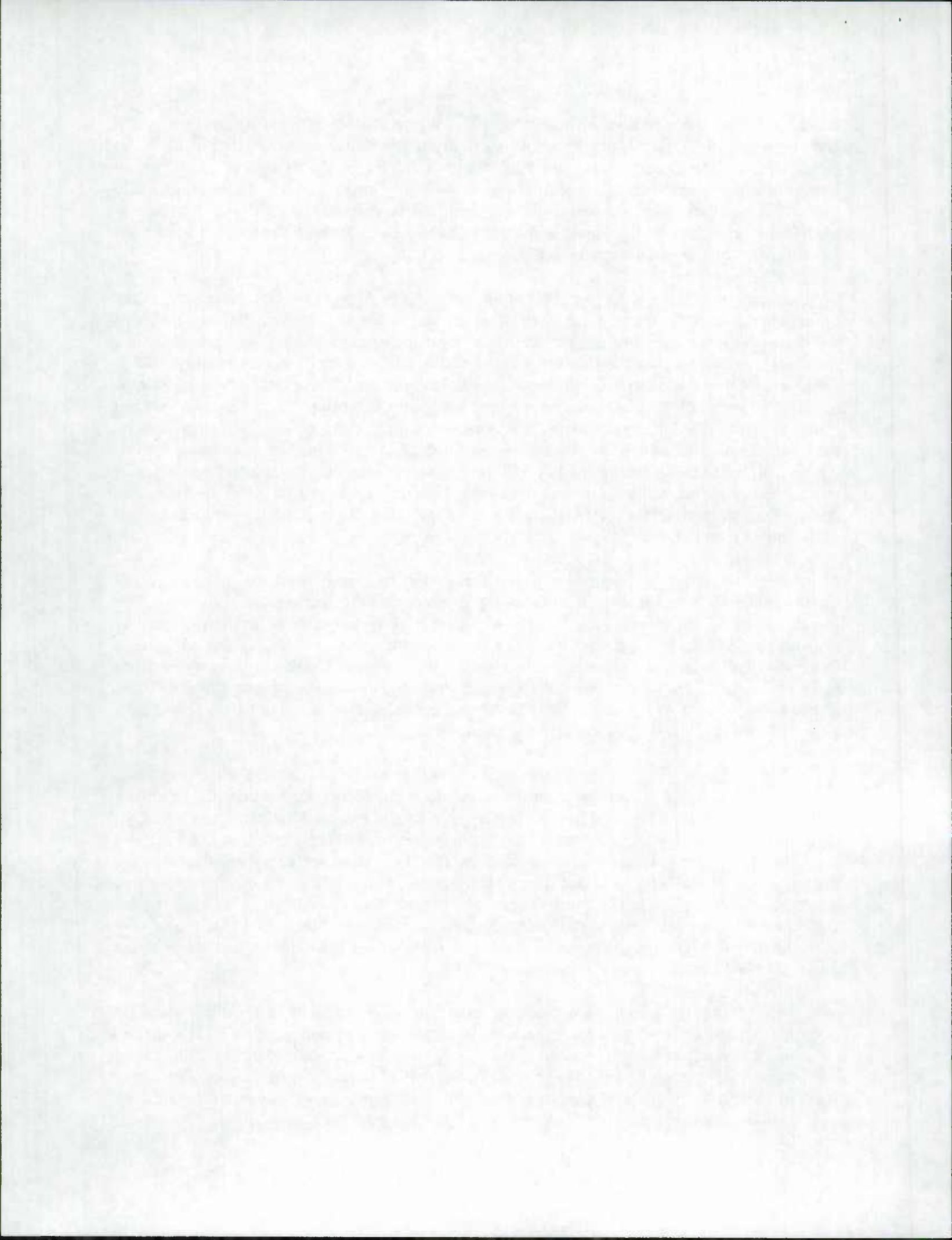
unreasonably withhold issuance of the Release and Written Notice of Final Acceptance, which shall be prepared by the County in substantially in the form attached hereto as Exhibit A for recordation by Developer among the Land Records of Talbot County. Such notice shall terminate any ongoing, additional,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

So long as the Developer is not in default of the terms of this Agreement, Developer may, at any time, obtain release of one or more Lot(s) from the provisions of Paragraph ~~10~~, ~~subparagraphs (B) through (E)~~<sup>10</sup> 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. Damage to County Property: Developer shall, at its own expense, repair any County land, improvements and facilities damaged as a result of the performance of the Work by Developer, its agents, consultants, contractors, servants, or employees. If, in the judgment of County, the damage presents an imminent threat to the public health, safety or welfare, Developer shall repair the damage immediately upon the request of County. If Developer fails to make such repair, County shall have the right to enter the Subdivision or Site, repair the damage, and recover the cost of the repair from Developer, including, but not limited to, court costs, attorneys' fees, and direct administrative and overhead costs.

7. County Inspections: County may from time to time inspect the Work performed under the Plan and this Agreement at such intervals as it determines appropriate, and following each inspection shall prepare and provide Developer a written report of its findings. County, its agents, officials, employees, and contractors shall have the right of entry onto any Lot, upon not less than twenty four (24) hours advance notice to Developer, to inspect implementation of the Plan, progress of the Work, survival of the plants, and compliance with all other terms of this Agreement. During the applicable Maintenance Period, County, at any time, may require Developer to replant all or any portion of the nursery stock or other plantings that fail to survive as required by the Plan. Developer or its authorized representative shall be entitled to be present during the period of any County inspection.

8. Indemnification: Developer covenants to indemnify and save County harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorneys' fees and County's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the Work or other activity of Developer, its agents, consultants, contractors, servants, or employees





in, on or about, or impacting on, the Buffer Establishment Afforestation Areas or any easements, open space, or other property dedicated, leased or licensed to or owned or occupied by County.

9. Default; Implementation by County. Failure by Developer to comply with the terms of the Plan or this Agreement shall be deemed an event of default ("Default"). In the event of a Default by Developer, County shall provide Developer with written notice specifying the Default, the Lot(s) in default, and the action required to cure such Default. County shall also provide written notice of the default to any party with a recorded lien or security interest in the Lot(s) in default ("Secured Party"). Developer shall have thirty (30) days 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.

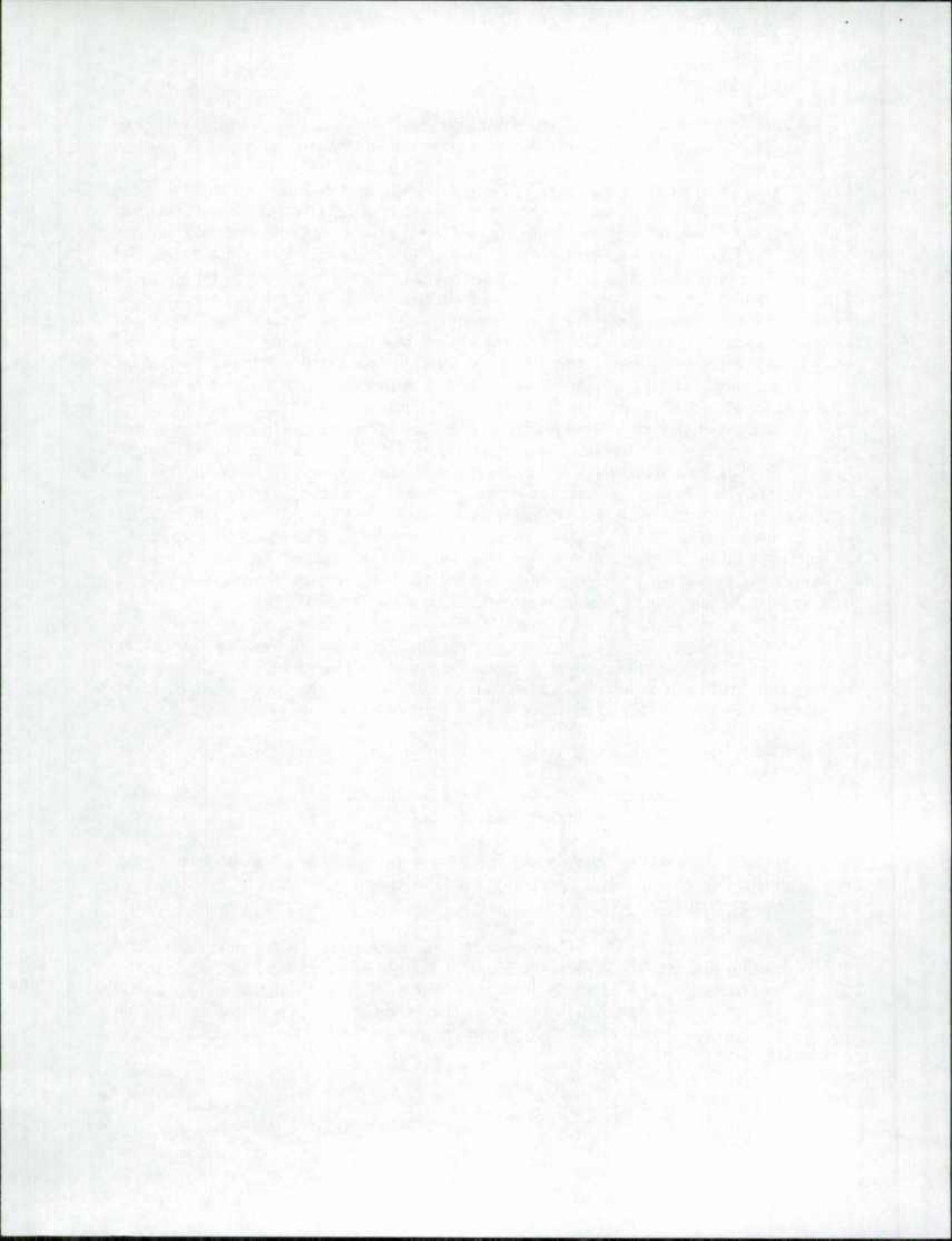
10. County's Recovery of Costs for Remedial Measures. In the event that County shall be required to institute Remedial Measures, Developer shall be responsible for payment of all costs incurred by or on behalf of County in connection with the completion of the Remedial Measures plus County's costs of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

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

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

(a) County's actual costs to 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~~Owner may waive or otherwise escape liability for the Remedial Costs provided for in this Agreement by abandonment of a Lot.

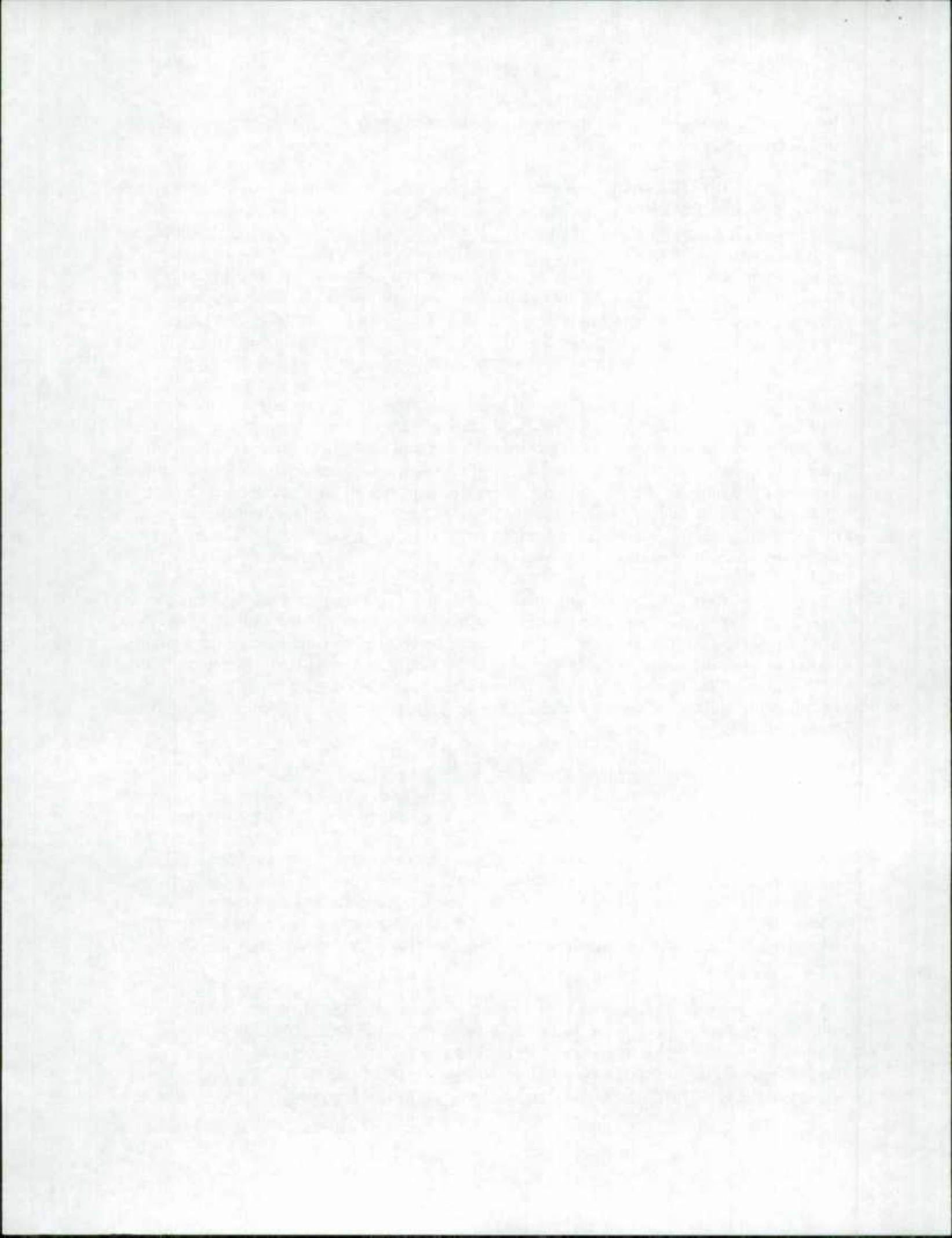
(ii) The County shall send Developer invoice(s) for the Remedial Costs at such time and on such frequency as determined by the County. ~~Two copies of each invoice shall be sent, one~~ with a copy to any Secured Party. Each notice must be delivered to Developer and Secured Party via first class mail, 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 ~~owner~~Owner shall fail to pay the Remedial Costs and any Default Interest and Late Fee(s) applicable to that ~~owner~~Owner's Lot in accordance with this Agreement, and County shall institute any legal and/or equitable proceedings to collect such delinquent debt, collection costs and reasonable attorneys' fees up to but not exceeding thirty-five percent (35%) of the sum claimed (inclusive of Default Interest and Late Fee(s)) ("Attorneys' Fees") shall be added to the amount of the Remedial Costs due and payable and shall constitute additional Remedial Costs.

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

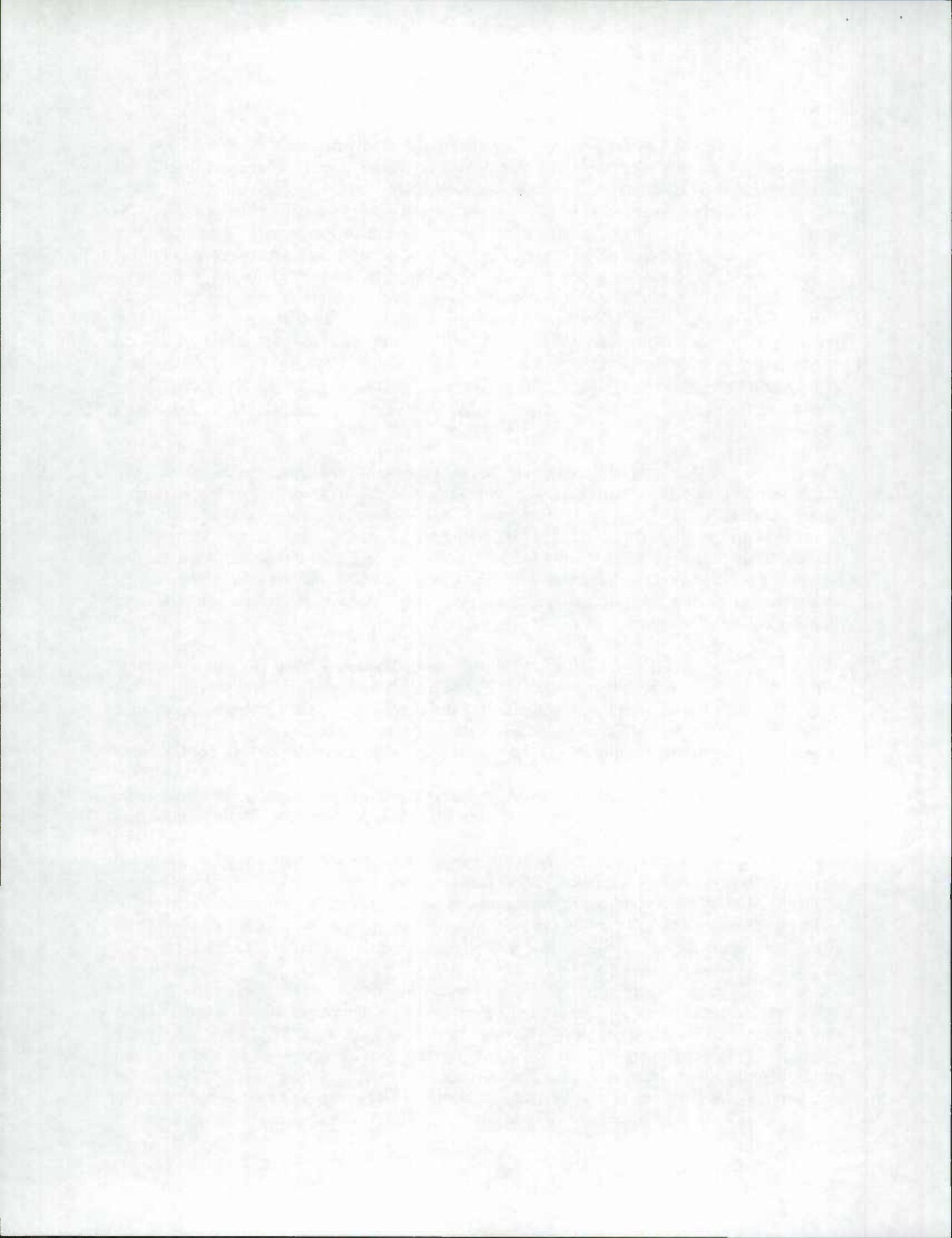


In the event that any ~~owner~~Owner shall fail to pay the Remedial Costs applicable to that ~~owner~~Owner's Lot in accordance with this Agreement, County shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right: (i) to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

C. Right of Redemption. In the event County initiates a foreclosure or a suit for collection of the Remedial Costs, the ~~owner~~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~~Owner or mortgagee shall have paid the County: (a) the entire Remedial Costs, and (b) all expenses, including interest, late charges and Attorneys' Fees, which the County has incurred in enforcing the provisions hereof.

D. Priority of Lien. The lien for delinquent Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) provided for in this Agreement shall have priority from and after the date upon which this Agreement is recorded among the Land Records of Talbot County, Maryland over the lien of any subsequently recorded deed of trust, mortgage instruments or other encumbrances duly recorded on any Lot following the recordation of this Agreement. The sale or transfer of any Lot shall not affect any lien imposed against such Lot pursuant to this Agreement. No sale or transfer of a Lot shall relieve the ~~owner~~Owner of the Lot from liability for any Remedial Costs assessed by invoice prior to such sale or transfer or from the lien for such Remedial Costs. The purchaser of a Lot shall be jointly and severally liable with the ~~selling-owner~~seller for all accrued and unpaid Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) against the Lot, without prejudice to the ~~purchasing-owner~~purchaser's right to recover from the ~~selling-owner~~seller amounts paid by the ~~purchasing-owner~~purchaser for unpaid Remedial Costs which accrued prior to the ~~purchasing-owner~~purchaser's acquisition of title.

E. Power of Sale. In the event that County shall elect to collect any delinquent Remedial Costs by foreclosing its lien pursuant to the power of sale granted to it in this Agreement, County hereby designates ~~Michael Pullen, Esquire~~the duly appointed County Attorney for Talbot County ("Collection Agent") as its agent for purposes of instituting and conducting the foreclosure sale. County reserves the right from time to time, in its sole discretion, to designate one or more persons as substitute Collection Agent by an instrument in



writing and recorded among the Land Records of Talbot County, Maryland. If at any time more than one person is designated as the Collection Agent, any one of the 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.

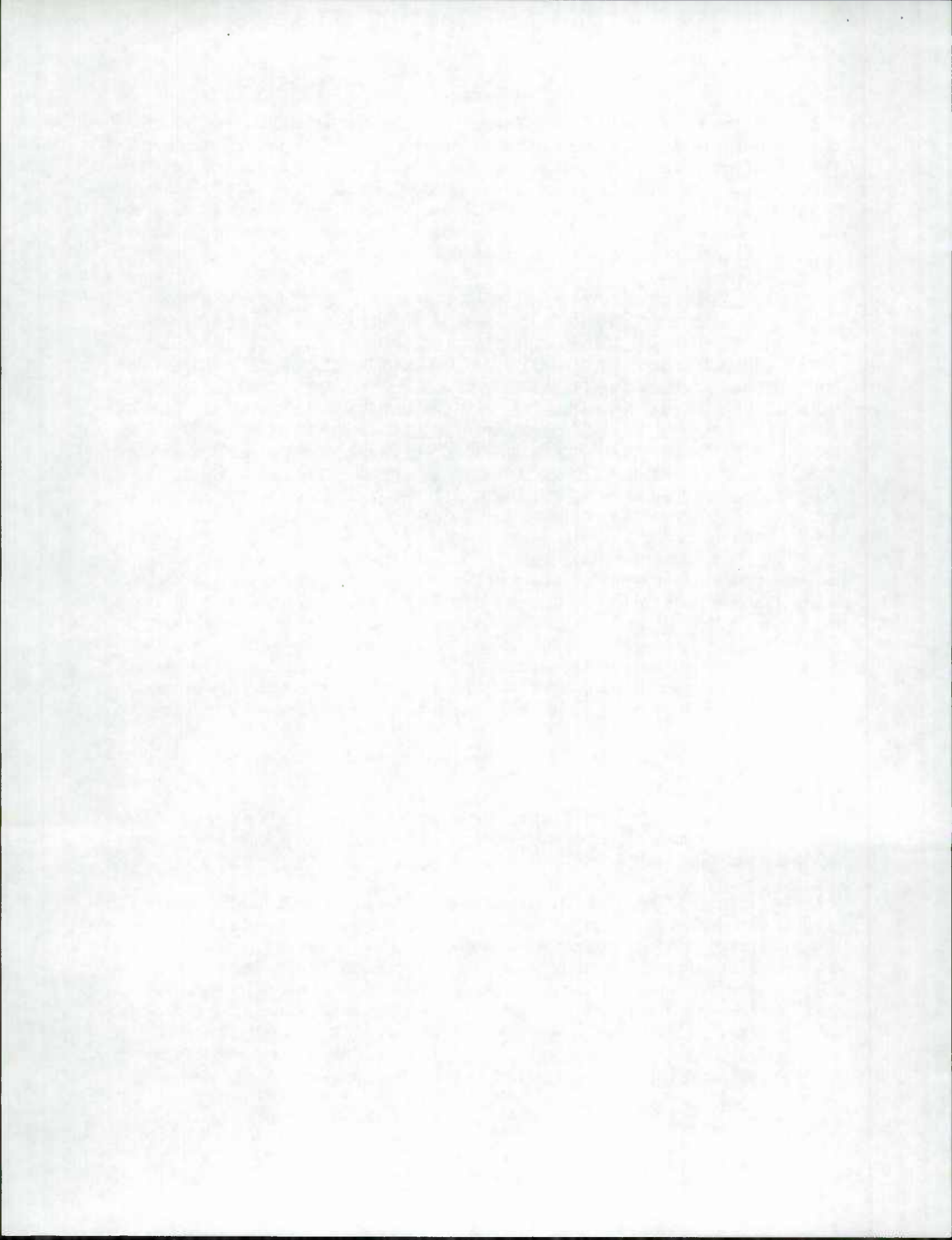
11. Compliance Certificate. A certificate in writing, signed by a representative of County substantially in the form attached as Exhibit C, will be given within 15 days of receipt by County of a written request for such certificate from any Owner, lender, or contract purchaser of a Lot subject to this 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.

12. Enforcement by the County. All rights and remedies contained in this Agreement are cumulative and County shall also have all other rights and remedies provided by law or in equity. The terms of this Agreement shall be enforceable by County pursuant to the provisions of the Ordinance and Chapter 58 of the Talbot County Code, and failure to comply with the provisions of this Agreement and/or the Plan may be subject to 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. Waiver of Appeal Rights. Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work that is the subject of this Agreement.

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





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

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

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

**APPROVED AND AGREED TO:**

ATTEST:

TALBOT COUNTY, MARYLAND

\_\_\_\_\_  
Sandy Coyman  
Talbot County Planning Officer

Date: \_\_\_\_\_

ATTEST:

ELIZABETH H. ROBINSON AND  
JENNIFER L. MALMBERG, TRUSTEES

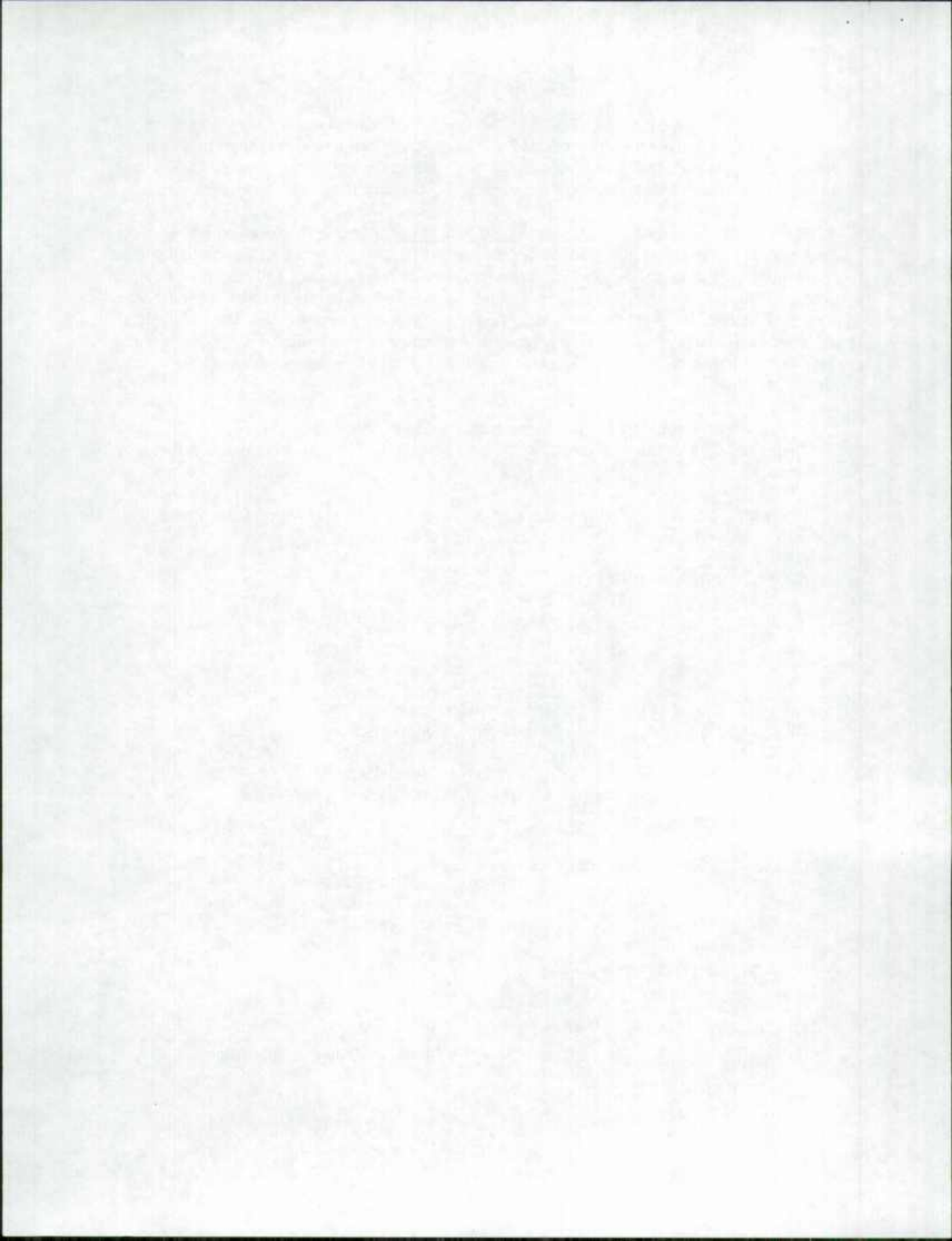
\_\_\_\_\_  
By: Jennifer L. Malmberg, Trustee  
under the Revocable Trust of Elizabeth H.  
Robinson dated October 26, 2004

Date: \_\_\_\_\_

Approved for Legal Form and Sufficiency,

this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Michael L. Pullen, County Attorney



STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

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

WITNESS my hand and Notarial Seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF 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

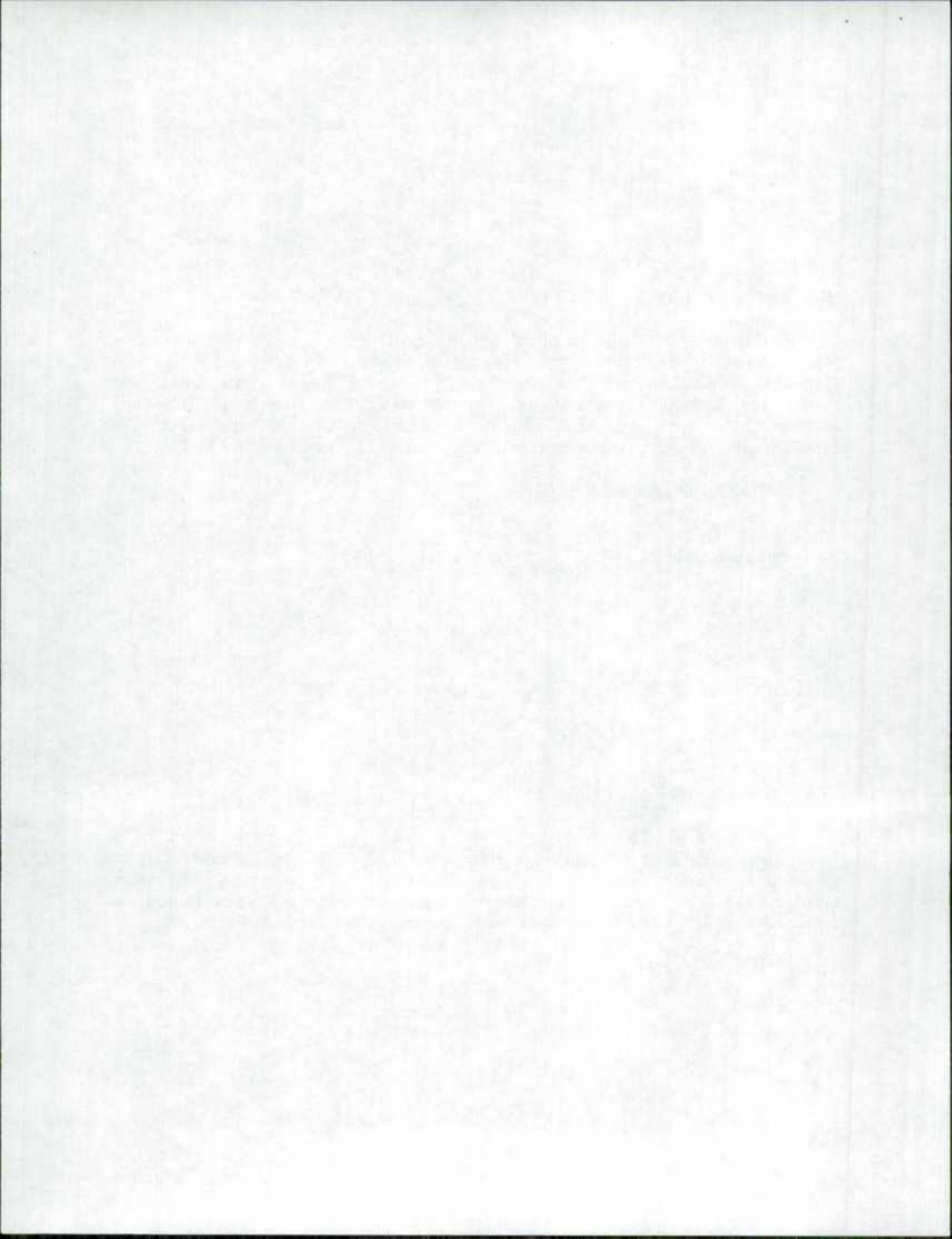


EXHIBIT A

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 acting by and through the duly authorized Planning Officer (“County”) for the benefit of \_\_\_\_\_ (“Owner”) and his/her/its/their successors and assigns:

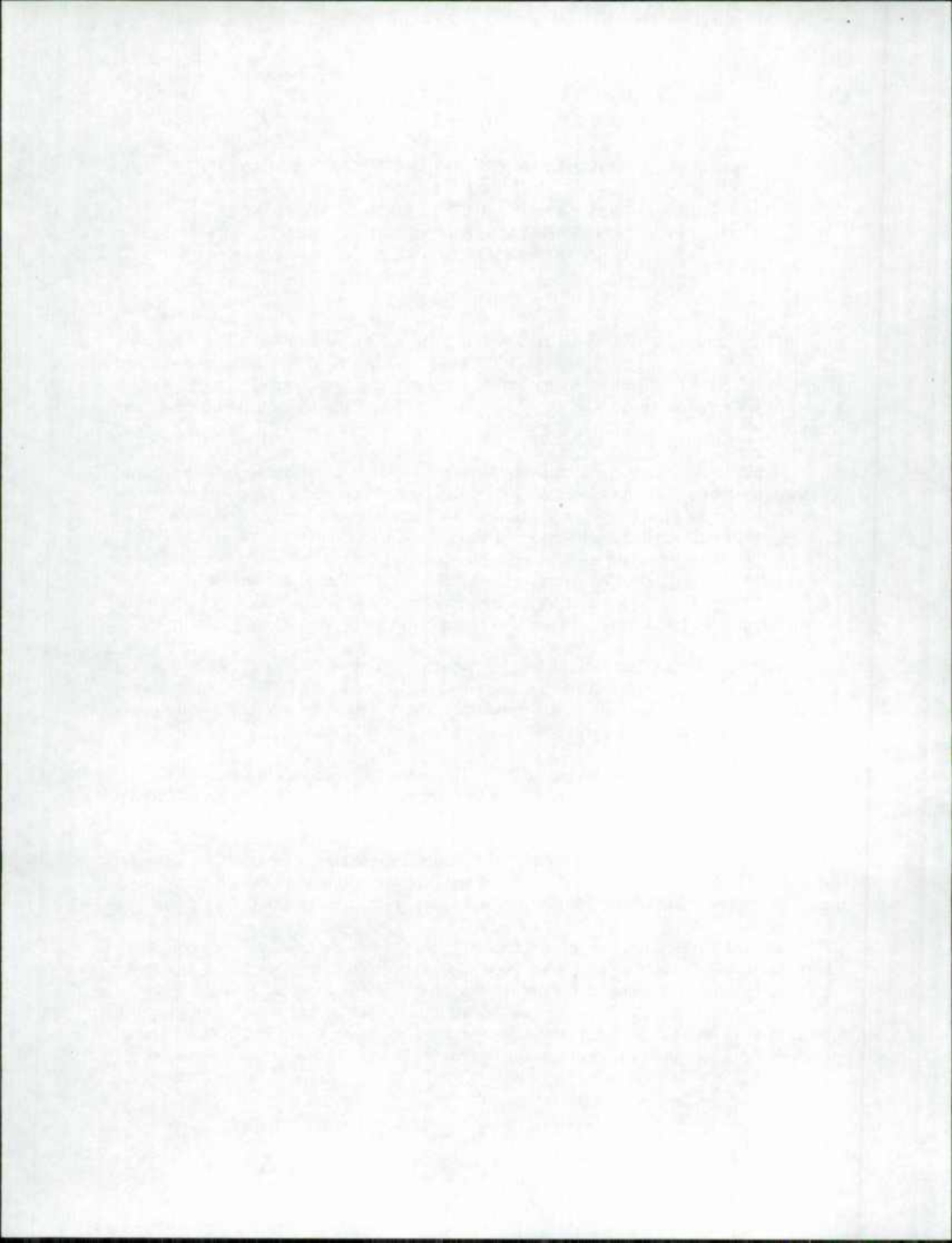
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 (“Developer”) executed a “Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration” dated June \_\_, 2010 and recorded among the Land 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~~ County in the event that the owner of a Lot defaults on such obligations;

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

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

NOW THEREFORE, that in consideration of the Owner’s performance of its obligations under the Surety Declaration and other good and valuable considerations, the County does hereby confirm that the Released Lot has satisfied all obligations under the Surety Declaration and forever release, acquit, discharge and exonerate the Released Lot of and from the lien, operation, force, encumbrance and effect of the Surety Declaration, and of and from any and all process that may or can be issued in execution thereon in law, equity or otherwise howsoever.



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

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

- (i) in any manner limit, impair or affect the lien of the Surety Declaration upon other Lots described therein and not heretofore released; or
- (ii) release the Released Lot from or terminate or modify the provisions of the 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,

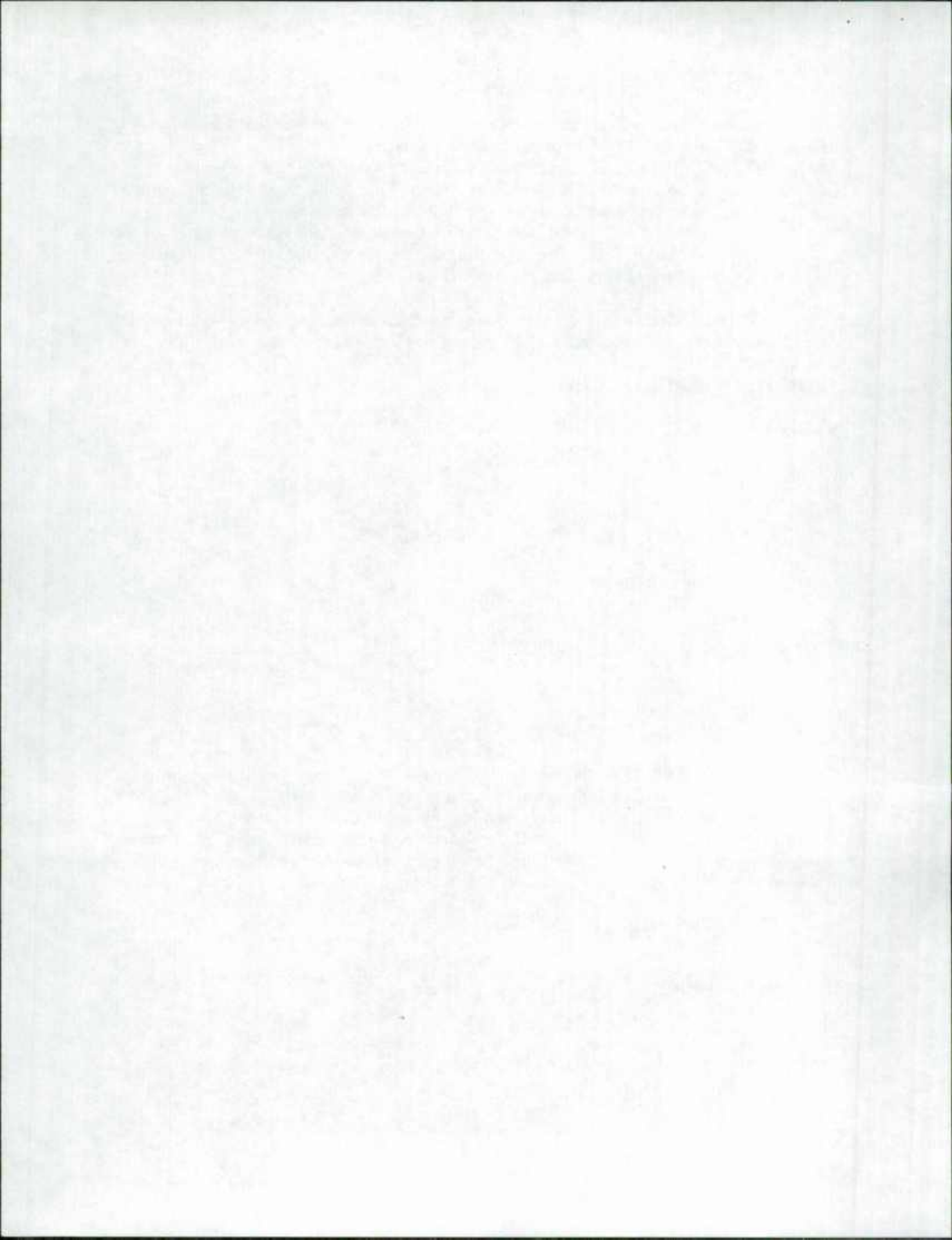
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 Michael L. Pullen, County Attorney

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 acting by and through the duly authorized Planning Officer (“County”) for the benefit of \_\_\_\_\_ (“Owner”) and his/her/its/their successors and assigns:

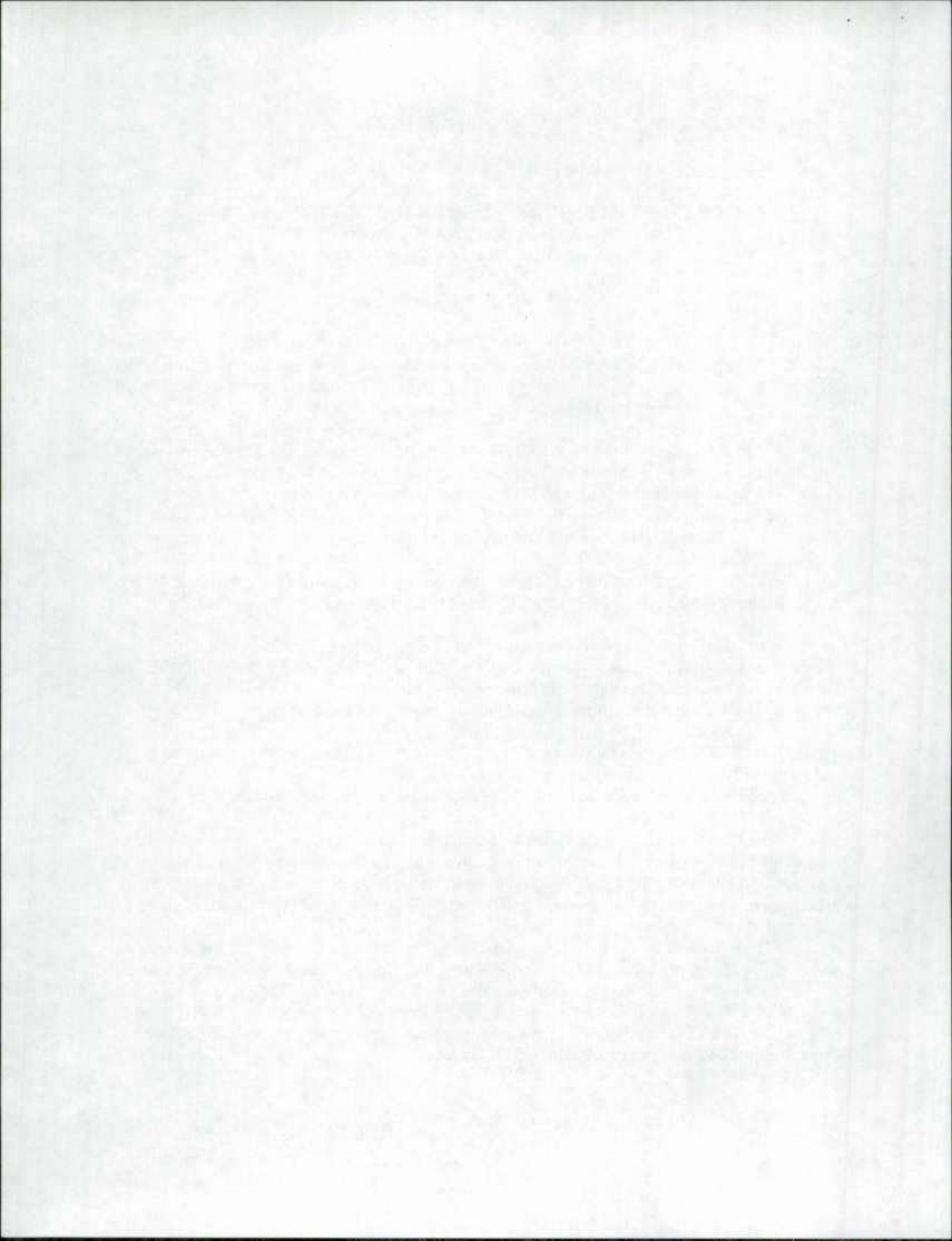
WHEREAS, County and Jennifer L. Malmberg, Trustee under the Revocable Trust of Elizabeth H. Robinson dated October 26, 2004 (“Developer”) executed a “Forest Preservation – Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration” dated June \_\_, 2010 and recorded among the Land 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~~ County in the event that the owner of a Lot defaults on such obligations;

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

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

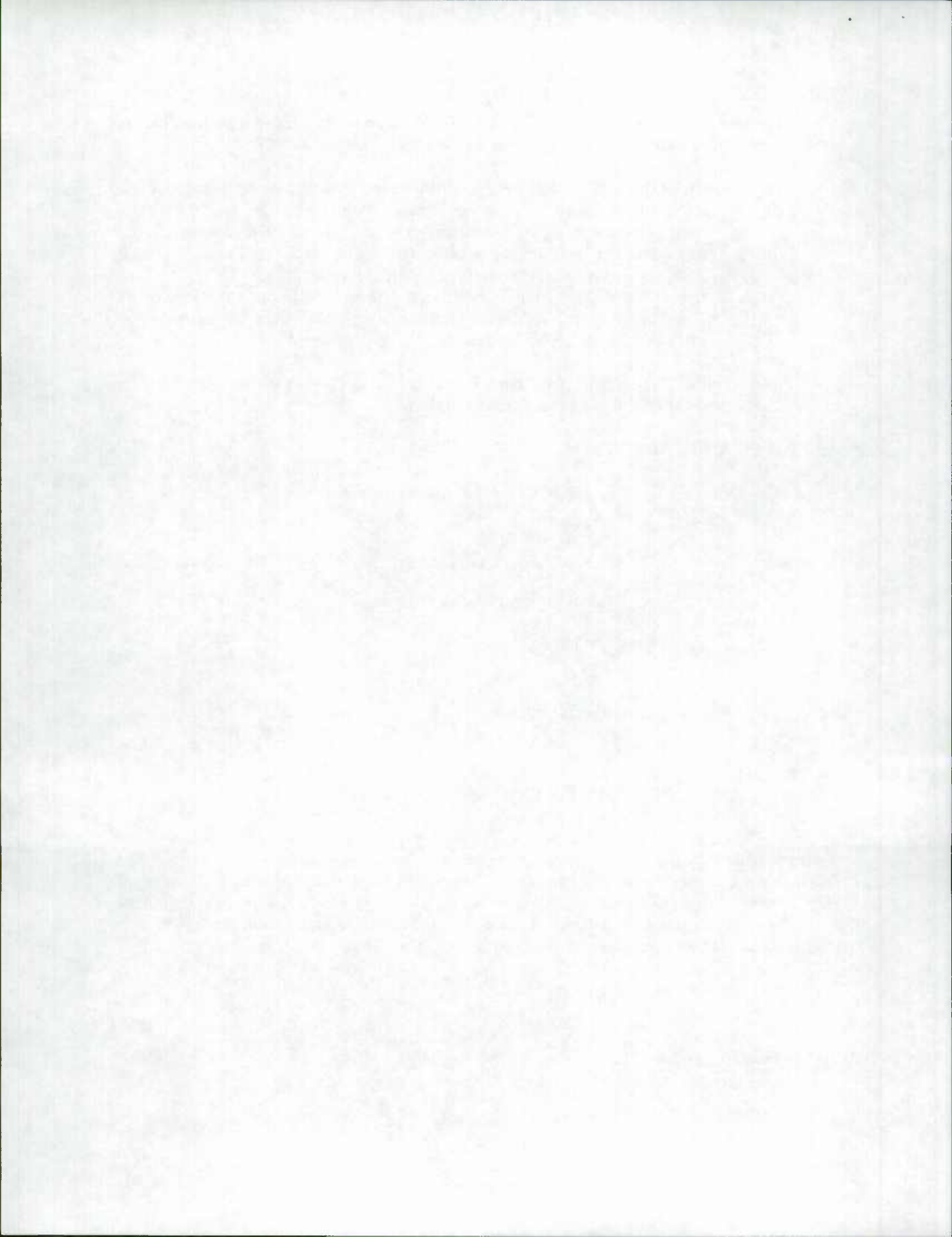


EXHIBIT C

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

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");

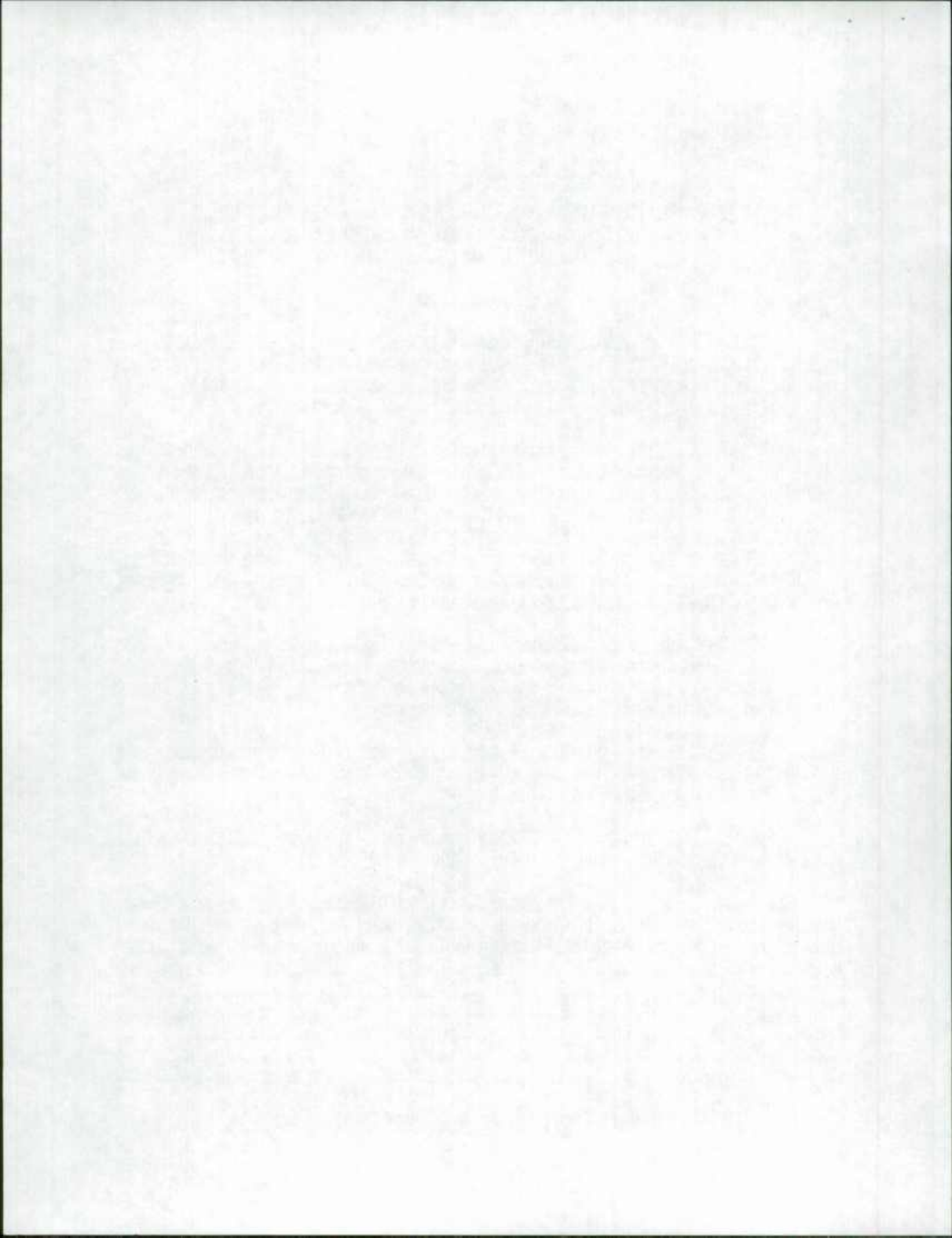
WHEREAS, the Surety Declaration establishes certain planting, monitoring and  
maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and  
Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in  
the event that the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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

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

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

**ISSUED:**

ATTEST: TALBOT COUNTY, MARYLAND

(SEAL) Date:

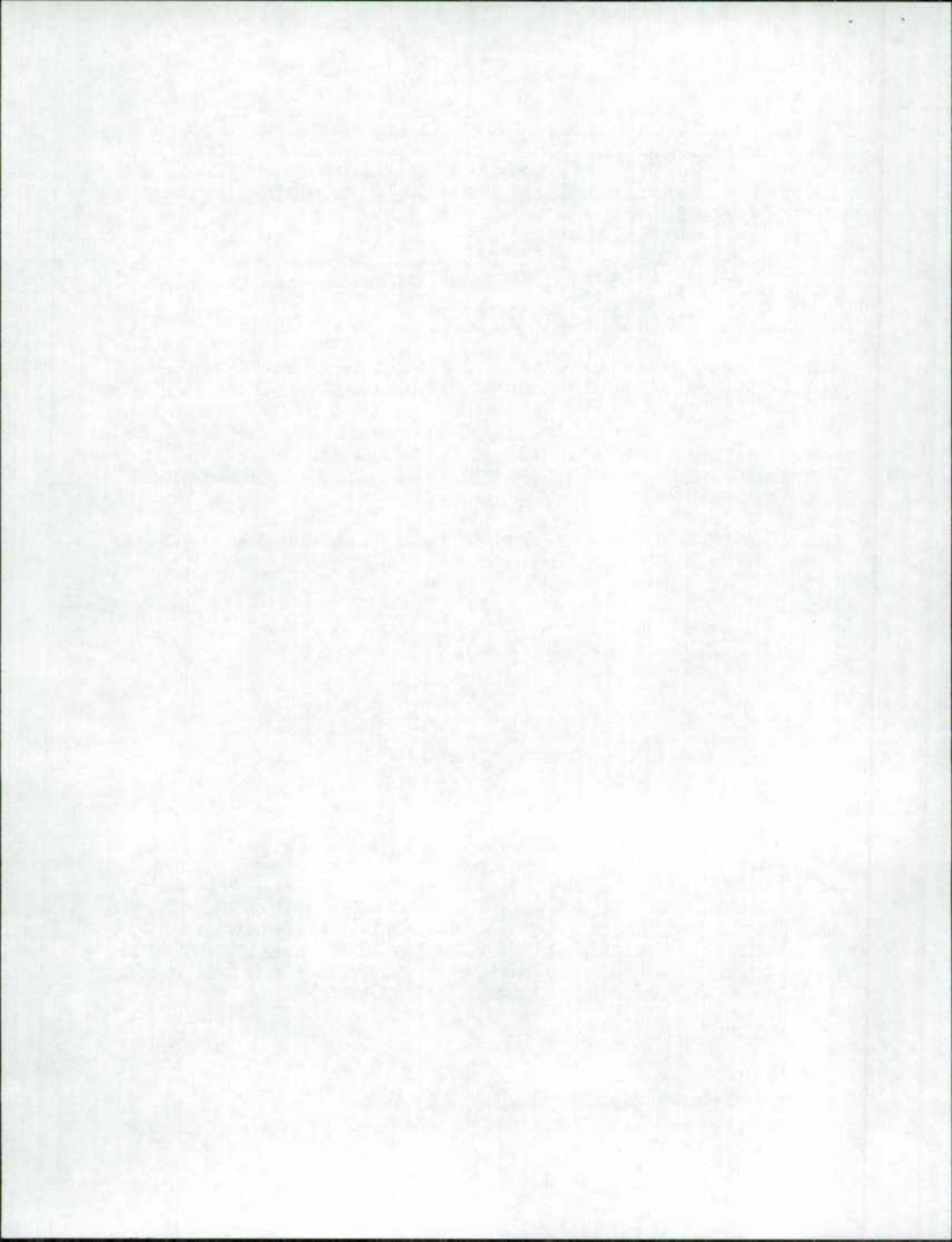
Sandy Coyman  
Talbot County Planning Officer

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

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

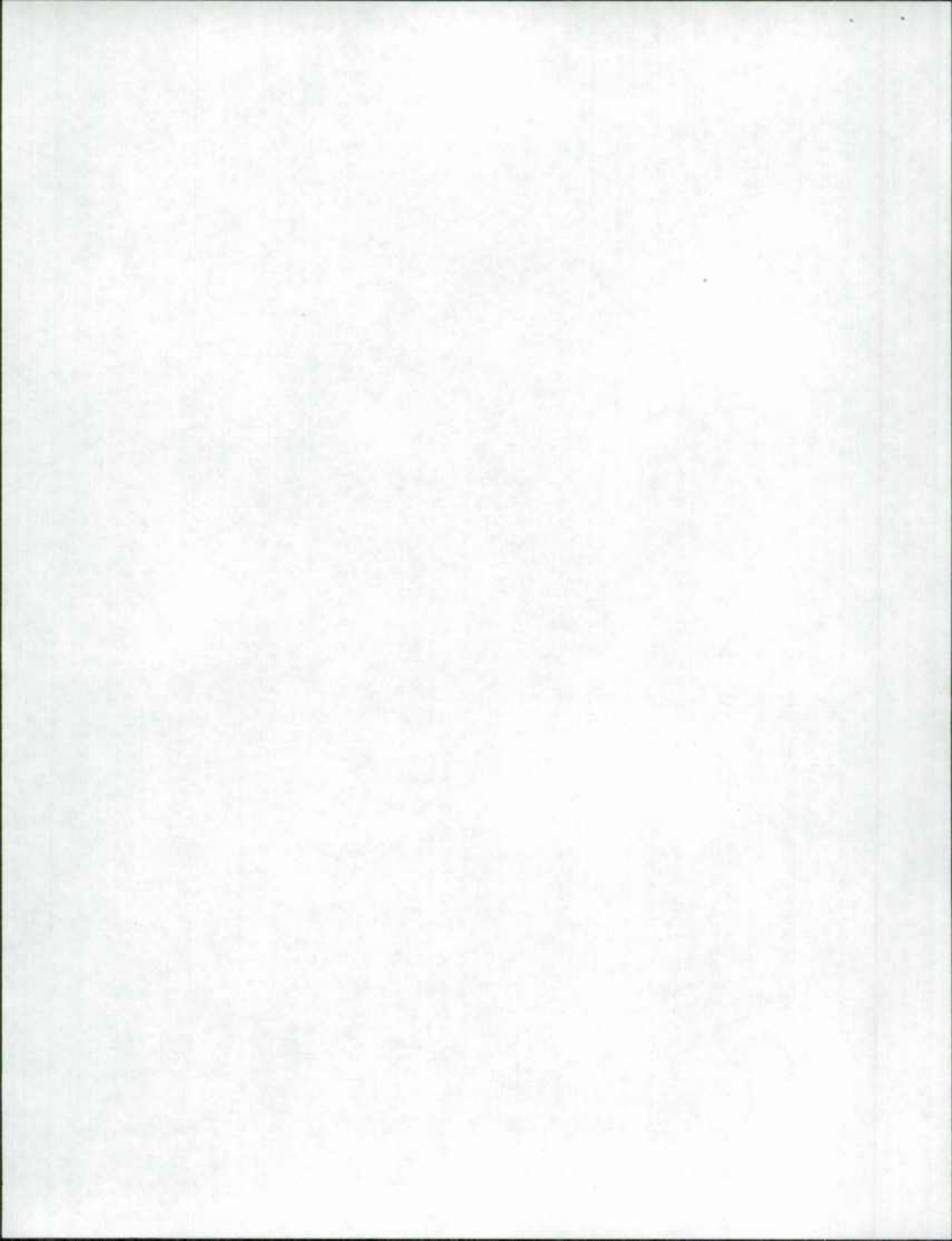
WITNESS my hand and Notarial Seal.

My Commission expires: \_\_\_\_\_ Notary Public







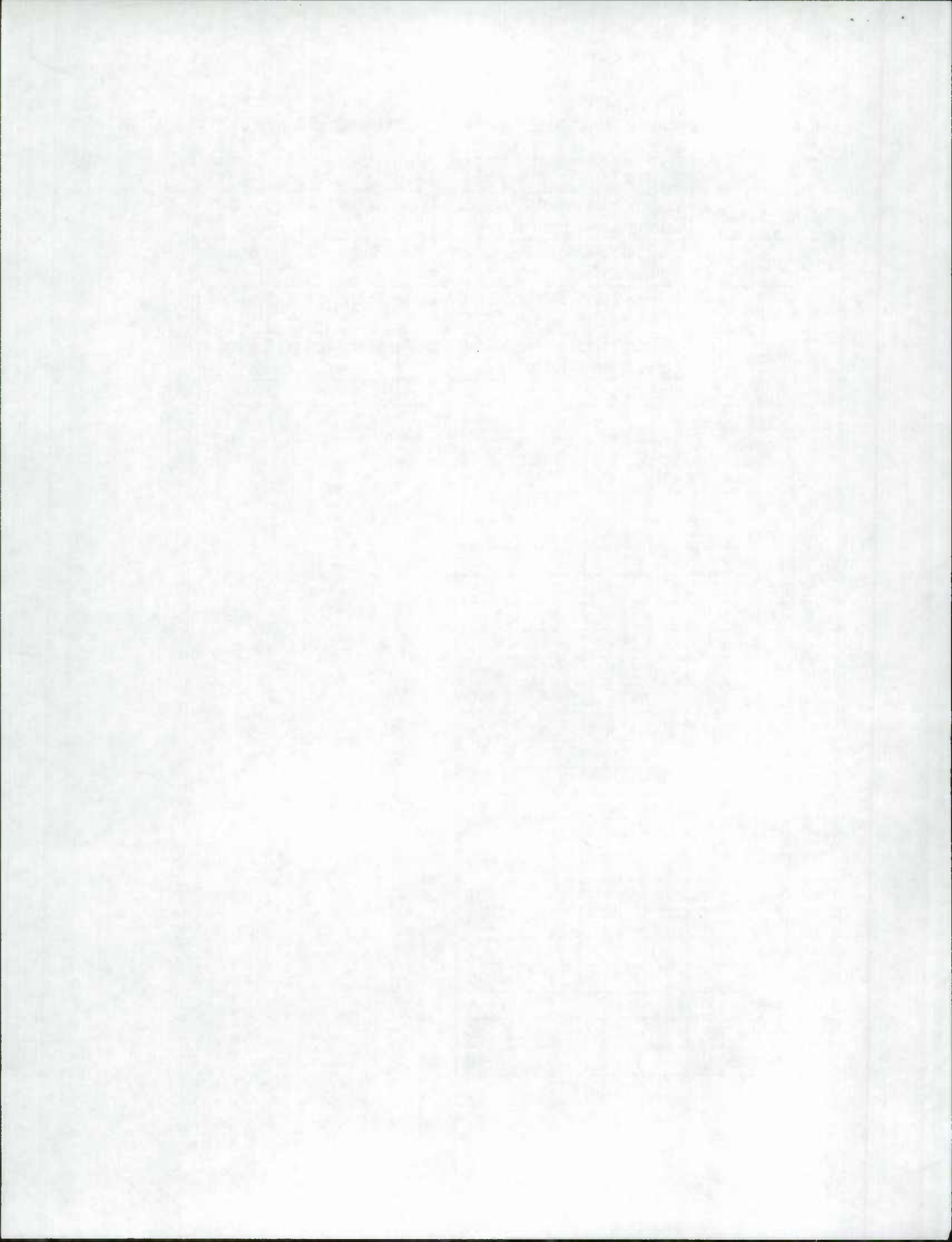


Document comparison by Workshare Professional on Thursday, June 03, 2010 3:23:00 PM

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:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
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





CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA, TANGENT, CHORD BEARING, CHORD LENGTH

FOREST CONSERVATION - LINE TABLE with columns: LINE, BEARING, LENGTH

FOREST CONSERVATION - LINE TABLE (REFERENCE ONLY) with columns: LINE, BEARING, LENGTH

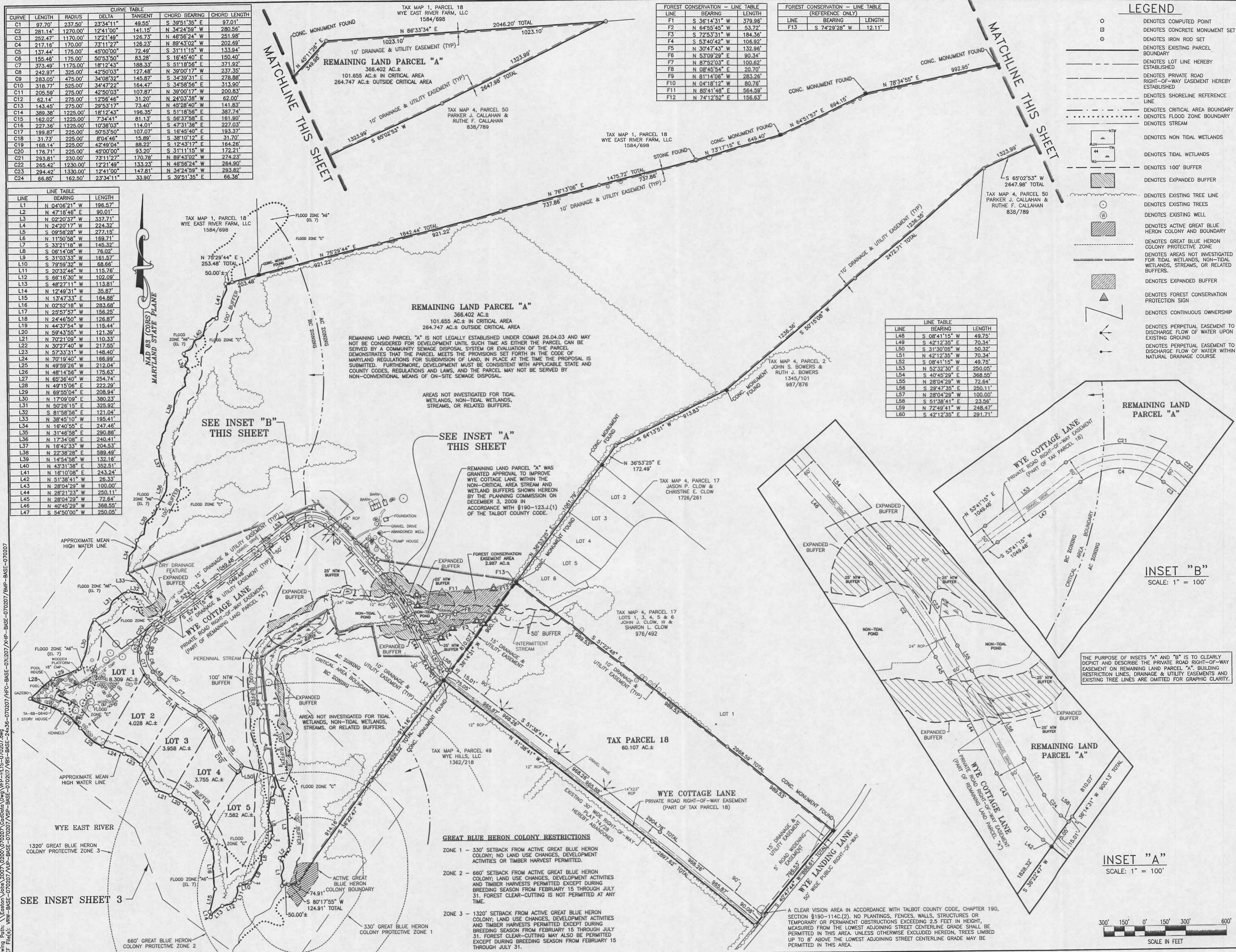
LEGEND with symbols for various features like DENOTES COMPUTED POINT, DENOTES CONCRETE MONUMENT SET, DENOTES EXISTING PARCEL BOUNDARY, etc.

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

LINE TABLE with columns: LINE, BEARING, LENGTH

LINE TABLE with columns: LINE, BEARING, LENGTH

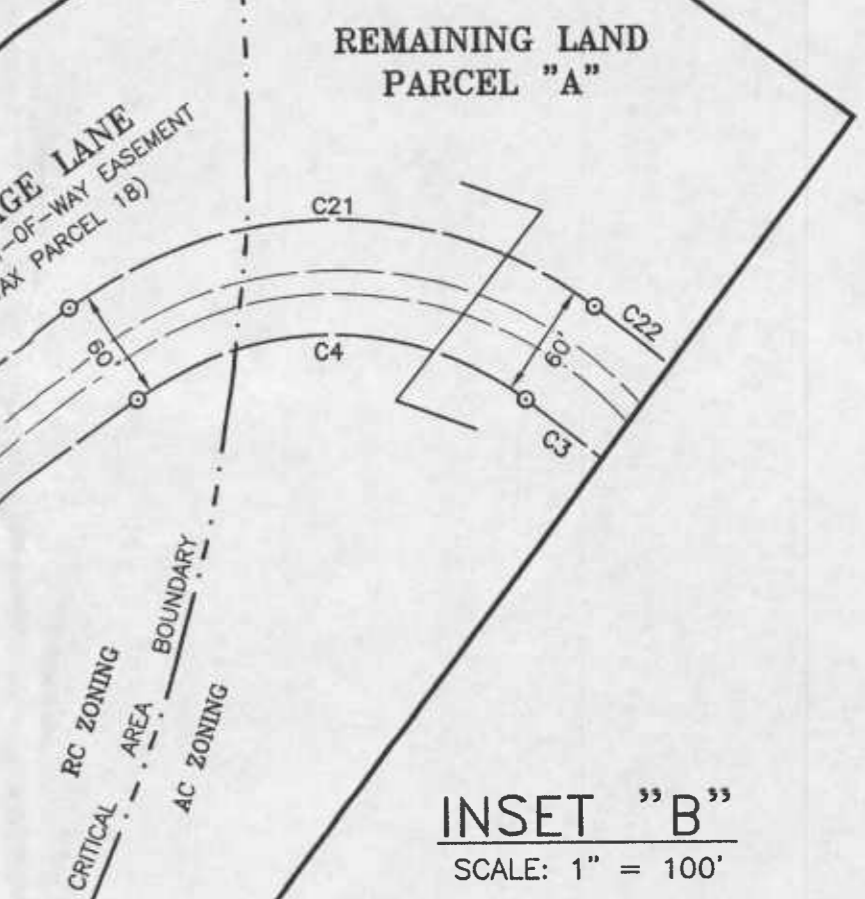
REVISIONS table with columns: No., DATE, DESCRIPTION, BY



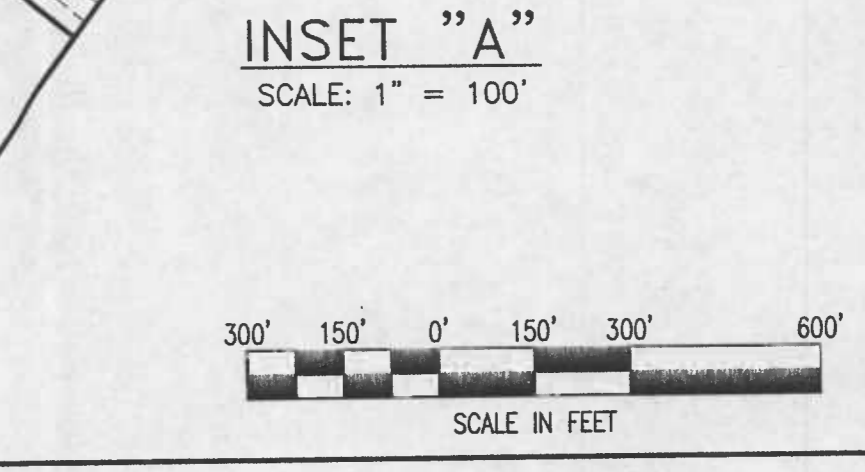
REMAINING LAND PARCEL "A" 366.402 AC.± 101.655 AC.± IN CRITICAL AREA 264.747 AC.± OUTSIDE CRITICAL AREA

REMAINING LAND PARCEL "A" WAS GRANTED APPROVAL TO IMPROVE WYE COTTAGE LANE WITHIN THE NON-CRITICAL AREA STREAM AND WETLAND BUFFERS SHOWN HEREON BY THE PLANNING COMMISSION ON DECEMBER 3, 2009 IN ACCORDANCE WITH §190-123.J.(1) OF THE TALBOT COUNTY CODE.

GREAT BLUE HERON COLONY RESTRICTIONS
ZONE 1 - 330' SETBACK FROM ACTIVE GREAT BLUE HERON COLONY...



THE PURPOSE OF INSETS "A" AND "B" IS TO CLEARLY DEPICT AND DESCRIBE THE PRIVATE ROAD RIGHT-OF-WAY EASEMENT ON REMAINING LAND PARCEL "A". BUILDING RESTRICTION LINES, DRAINAGE & UTILITY EASEMENTS AND EXISTING TREE LINES ARE OMITTED FOR GRAPHIC CLARITY.



Lane Engineering, LLC logo and contact information: Civil Engineers • Land Planning • Land Surveyors

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE:

STATE OF MARYLAND seal and signature of Jeffrey E. Duffalo, dated 6/30/08

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

"WYE COTTAGE FARM"
FOURTH ELECTION DISTRICT TALBOT COUNTY, MARYLAND

TAX MAP 4 GRIDS 2 & 8 PARCELS 1 & 18

ISSUED FOR: SKETCH PLAN REVIEW, PRELIMINARY PLAT REVIEW, FINAL PLAT TAC REVIEW, FINAL PLAT CRM REVIEW, RECORDATION

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

Vertical text on the left edge: Date: 06/28/2010 11:14 am, User: taylor, Project Manager: WBS, Drawing Path: \\Eaton\jola\2007\0200\070207\Cad\DWG\YCP-FIS-070207.dwg, XREF File(s): ...



