

Martin O'Malley  
Governor

Anthony G. Brown  
Lt. Governor



Margaret G. McHale  
Chair

Ren Serey  
Executive Director

STATE OF MARYLAND  
CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS

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

May 25, 2010

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

**Re: Maxmore Properties, Inc Subdivision and Revision Plat  
M1114, L1089 (TM 41, P 60 & 62)**

Dear Ms. Verdery:

Thank you for providing a copy of the Buffer Management Plan (BMP) on the above referenced revision plat. The applicant is requesting a minor three lot subdivision (Revised Tax Parcel 60, Revised Tax Parcel 62). Total acreage between both parcels is 209.63 acres, with 74.57 acres located within the Critical Area; the Critical Area portions of the site are designated both Resource Conservation Area (RCA) and Limited Development Area (LDA). Currently, Revised Tax Parcel 60 is developed with a silo and barn within the Critical Area; Revised Tax Parcel 62 is developed with an existing home.

First, we would like to note that the applicant is proposing a line revision within the Critical Area that will create a nonconforming piece of RCA land (4.149 acres) on Revised Tax Parcel 62, noted on the plat as "Reserved Area of Revised Tax Parcel 62." This reserved area, however, is associated with the creation of Lots 1 and 2 on Revised Tax Parcel 60. The County should not permit the creation of a new area of RCA land that is nonconforming in size (less than 20 acres). Further, an area of reserved land should remain within the boundaries of the original parcel on which the subdivision is created and should be created as one contiguous area so as to maintain the character of RCA land. As proposed, this 4.149-acre piece of land should remain on Revised Tax Parcel 60, and it should be located contiguous to the 'Reserved Area of Remaining Lands for Parcel "A".' We recommend that the County require the applicant to remove the proposed line revision from this plat.

In addition, we have the following comments on the submitted BMP:

1. Please have the applicant use a different symbol to delineate existing forest area from the Buffer establishment afforestation area.


2. Under the "Implementation Time Frame Requirement" section of the BMP, the applicant states that establishment on each lot when a development activity is proposed or the land use changes. As stated in COMAR 27.01.09.01-3.J(2), establishment will be required on each lot at a planting date that occurs either before construction or before sale of the lot. Please have the applicant revise this note.
3. The COMAR reference for the landscape stock table should be revised to "COMAR 27.01.09.01-2.I."
4. The COMAR reference for the seedling stock table should be revised to "COMAR 27.01.09.01-2.K."
5. 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.
6. 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.
7. Please delete Note 5 of the inspection agreement. These provisions are not included in the regulations.
8. Under the "Plant Installation Specifications" 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.
9. We note that it is the applicant's responsibility to plant all three lots and to put up a bond for the planting (as indicated on the plan). To ensure that this planting occurs as required, we recommend the following:
  - a. The County should require a separate document to be held on file with both the permit office and the planning office. This document should clearly identify the responsibilities of the applicant for the planting per each lot, include the proposed planting date, outline the survivability requirements for each area of planting so the County can easily inspect the property, and identify the bond. It should also contain the inspection agreement with times for inspection so the County and the applicant are aware of the requirements. Lastly, it should contain the applicant's signature indicating they are aware of their responsibilities to meet the planting requirements. The applicant should maintain a copy of this document with the planting plan for their personal records.

- b. COMAR 27.01.09.01-3.J(2)(d) states the maintenance plan must include a planting date for either before construction **or** before sale of the lot. If the applicant intends to sell the lots before construction, the planting date is required to occur prior to sale of the lots.
- c. The notes regarding the timing for planting should be amended to state that the bond or other financial surety may not be returned until plantings have been provided. This information should also be included on the document discussed above. If the applicant does not intend to sell the lots prior to the expiration of bond or other surety, then the planting must be completed before the financial surety ends.

10. Prior to recordation of the subdivision plat, the applicant must meet the signage requirements found in COMAR 27.01.09.01-2.M.

Thank you for the opportunity to provide comments on this revision and subdivision request, as well as the BMP. Please have the applicant revised both the subdivision plat and BMP to ensure that the plat is in conformance with the State Critical Area Law and Criteria. If you have any questions, please call me at (410) 260-3483.

Sincerely,

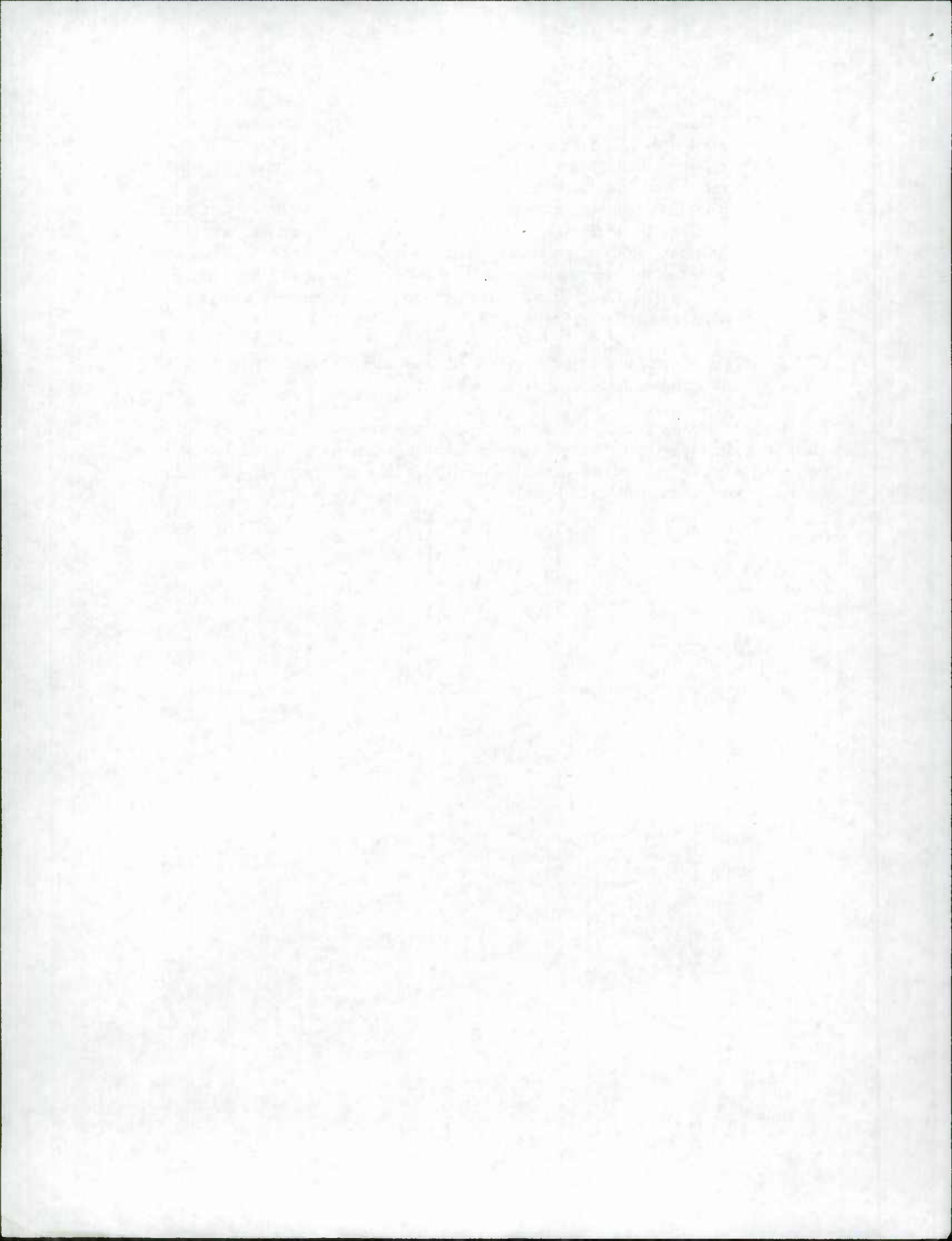


Nick Kelly

Natural Resource Planner

cc: TC 456-08

Elizabeth Fink, Lane Engineering, Inc.



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April 19, 2010

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

**Re: Maxmore Properties, Inc Subdivision and Revision Plat  
M1114, L1089 (TM 41, P 60 & 62)**

Dear Ms. Verdery:

Thank you for providing information on the above referenced revision plat. The applicant is requesting a minor three lot subdivision and minor lot line revision between two parcels (Revised Tax Parcel 60, Revised Tax Parcel 62). Total acreage between both parcels is 209.63 acres, with 74.57 acres located within the Critical Area; the Critical Area portions of the site are designated both Resource Conservation Area (RCA) and Limited Development Area (LDA). Currently, Revised Tax Parcel 60 is developed with a silo and barn within the Critical Area; Revised Tax Parcel 62 is developed with an existing home.

If the line revision and subdivision is permitted, Revised Tax Parcel 60 will create three lots and two areas of Reserved Lands within the Critical Area. In addition, Revised Tax Parcel 62 will increase in size from 3.14 acres to 7.29 acres (all located entirely within the Critical Area). Total forest coverage onsite within the Critical Area is 5.82 acres; the applicant proposes to provide 12.40 acres of additional forest coverage (17.131 total acres), thus exceeding the 15% afforestation requirement. No clearing is proposed.

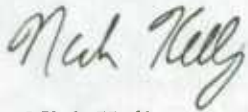
Based on the information provided, we have the following comments on this project:

1. The applicant has exhausted all Critical Area development rights on this parcel. No additional development shall be permitted within the Critical Area.
2. The information presented in our August 19, 2008 letter regarding new changes the State Critical Area Law is still applicable to this subdivision request.

3. It is our understanding that the applicant has consulted with the U.S. Fish and Wildlife Service (USFWS), and that a detailed investigation by USFWS is in progress to determine if Delmarva Fox Squirrel habitat exists on the site. Please have the applicant forward a copy of this determination to our office. Final plat approval should not be granted until any issues with USFWS are resolved.
4. As mentioned in our previous letter, regulations concerning the 100-foot and expanded Buffer (COMAR 27.01.09.01) are now effective. 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. We request that the applicant forward a copy of the Buffer Management Plan to this office for review and comment.
5. For clarity, we request that the applicant use a different graphic to delineate the existing forest area on the site. *Sheet 3*

Thank you for the opportunity to provide comments on this revision and subdivision request. Please have the applicant provide the information requested above. Please call me with any questions at (410) 260-3483.

Sincerely,



Nick Kelly  
Natural Resource Planner

cc: TC 456-08  
Elizabeth Fink, Lane Engineering, Inc.

Martin O'Malley  
Governor

Anthony G. Brown  
Lt. Governor



Margaret G. McHale  
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Executive Director

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February 12, 2010

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

**Re: Maxmore Properties, Inc Subdivision and Revision Plat  
M1114, L1089 (TM 41, P 60 & 62)**

Dear Ms. Verdery:

Thank you for providing information on the above referenced revision plat. The applicant is requesting a minor three lot subdivision and minor lot line revision between two parcels (Revised Tax Parcel 60, Revised Tax Parcel 62). Total acreage between both parcels is 209.63 acres, with 74.57 acres located within the Critical Area; all Critical Area portions of the site are designated Resource Conservation Area (RCA). Currently, Revised Tax Parcel 60 is developed with a silo and barn within the Critical Area; Revised Tax Parcel 62 is developed with an existing home.

If the line revision and subdivision is permitted, Revised Tax Parcel 60 will create three lots and two areas of Reserved Lands within the Critical Area. In addition, Revised Tax Parcel 62 will increase in size from 3.14 acres to 7.29 acres (all located entirely within the Critical Area). Total forest coverage onsite within the Critical Area is 5.82 acres; the applicant proposes to provide 4.89 acres of additional forest coverage, thus meeting the 15% afforestation requirement. No clearing is proposed.

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

1. The applicant has exhausted all Critical Area development rights on this parcel. No additional development shall be permitted within the Critical Area.
2. The information presented in our August 19, 2008 letter regarding new changes the State Critical Area Law is still applicable to this subdivision request.

TTY for the Deaf

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



3. It is our understanding that the applicant has consulted with the U.S. Fish and Wildlife Service (USFWS), and that the USFWS indicated that Delmarva Fox Squirrel Habitat is not located on this site. Please have the applicant forward a copy of this correspondence to this office for our records.
4. The applicant states that a note has been added to the plat indicating that all streams were field delineated by the Maryland Department of the Environment. However, it does not appear that this has been completed. Please ensure that the applicant includes this note on the plat.
5. On Sheets 2 and 3, the applicant states that the Buffer has been expanded in two areas. In the "Reserved Lands" area, the Buffer has been expanded for "hydric soils and 5-10% Buffer slope." On Lot 3, the Buffer has been expanded for "Nontidal wetlands with steep slopes." We note that steep slopes, as defined in the Critical Area, are slopes that are 15% or greater. It is unclear if the applicant has expanded the Buffer in these areas for highly erodible soils (soils with a K-value of 0.35 or greater, and slopes ranging from 5-15%), or if they have been expanded for other reasons. Please have the applicant provide clarification on this matter. In addition, we are willing to provide assistance to the application in explaining how to accurately expand the Buffer on this site.

Finally, Commission staff would like to notify both the County and the applicant that regulations concerning the 100-foot and expanded Buffer were published in the Maryland Register on November 20, 2009 (COMAR 27.01.09.01- COMAR 27.01.09.01-7). It is expected that these regulations will be finalized, and thus become 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:

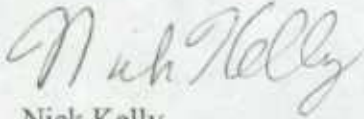
- The alternative procedures and requirements are at least as effective as the regulations found in COMAR 27.01.09.01- COMAR 27.01.09.01-7 and any additional requirements of the County program; and
- The Critical Area Commission has approved those alternative procedures and requirements as an amendment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

However, until such measures are approved, the County must utilize the requirements found in the State regulations. We recommend that the applicant be proactive in applying the planting standards required within the Buffer in order to expedite the final approval process for this project.



Thank you for the opportunity to provide comments on this revision and subdivision request. Please have the applicant provide the information requested above. Please call me with any questions at (410) 260-3483.

Sincerely,

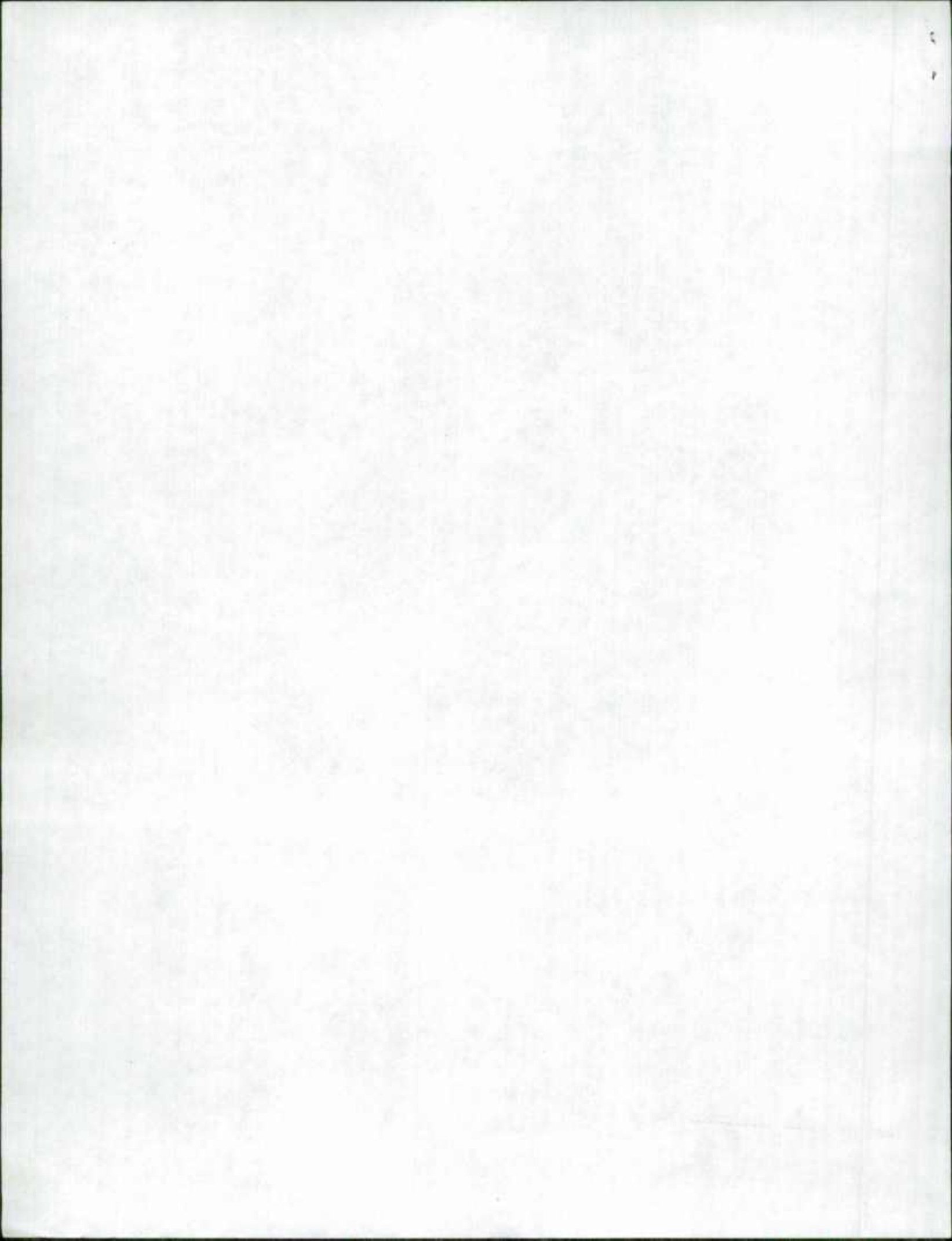
A handwritten signature in cursive script that reads "Nick Kelly".

**Nick Kelly**

Natural Resource Planner

cc: TC 456-08

Elizabeth Fink, Lane Engineering, Inc.



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January 6, 2010

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

**Re: Maxmore Properties, Inc Subdivision and Revision Plat  
M1114, L1089 (TM 41, P 60 & 62)**

Dear Ms. Verdery:

Thank you for providing information on the above referenced revision plat. The applicant is requesting a minor three lot subdivision and minor lot line revision between two parcels (Revised Tax Parcel 60, Revised Tax Parcel 62). Total acreage between both parcels is 209.63 acres, with 74.57 acres located within the Critical Area; all Critical Area portions of the site are designated Resource Conservation Area (RCA). Currently, Revised Tax Parcel 60 is developed with a silo and barn within the Critical Area; Revised Tax Parcel 62 is developed with an existing home.

If the line revision and subdivision is permitted, Revised Tax Parcel 60 will create three lots and two areas of Reserved Lands within the Critical Area. In addition, Revised Tax Parcel 62 will increase in size from 3.14 acres to 7.29 acres (all located entirely within the Critical Area). Total forest coverage onsite within the Critical Area is 6.19 acres (8.3%); the applicant proposes to provide 4.98 acres of additional forest coverage, thus meeting the 15% afforestation requirement. No clearing is proposed.

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

1. The applicant has exhausted all development rights on this parcel. No additional development shall be permitted on Reserved Lands "A" or Reserved Lands "B."
2. The information presented in our August 19, 2008 letter regarding new changes the State Critical Area Law is still applicable to this subdivision request.

TTY for the Deaf

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



3. The attached Environmental Impact Assessment states that the applicant consulted with the U.S. Fish and Wildlife Service (USFWS), and that the USFWS indicated that Delmarva Fox Squirrel Habitat is not located on this site. Please have the applicant forward a copy of this correspondence to this office for our records.
4. We recommend that a note be added to the final plat stating that all streams were field delineated by the Maryland Department of the Environment, as stated in the Environmental Impact Assessment.
5. Some areas of required afforestation are proposed to be located outside of the 100-foot and expanded Buffer, particularly on Lots 1 and 2. We recommend that these areas of afforestation be first located within the Buffer, as this area is required to be fully established in three-tier vegetation.
6. The proposed project is located in a waterfowl concentration area. Therefore, time of year restrictions for shoreline work will apply between November 15 and March 1. We recommend that a note be added to the final plat stating this restriction.
7. Please have the applicant provide information as to when the pool and deck area were constructed within the 100-foot Buffer on Tax Parcel 62. *As2?!* *BY 1787*
8. Please have the applicant provide specific detail as to how the Buffer was expanded for steep slopes on Lot 3.

Thank you for the opportunity to provide comments on this lot line revision and subdivision request. Please have the applicant provide the information requested above. Please call me with any questions at (410) 260-3483.

Sincerely,



Nick Kelly  
Natural Resource Planner  
cc: TC 456-08

Martin O'Malley  
Governor

Anthony G. Brown  
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Margaret G. McHale  
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August 19, 2008

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

**Re: Maxmore Properties, Inc  
M1114, L1089**

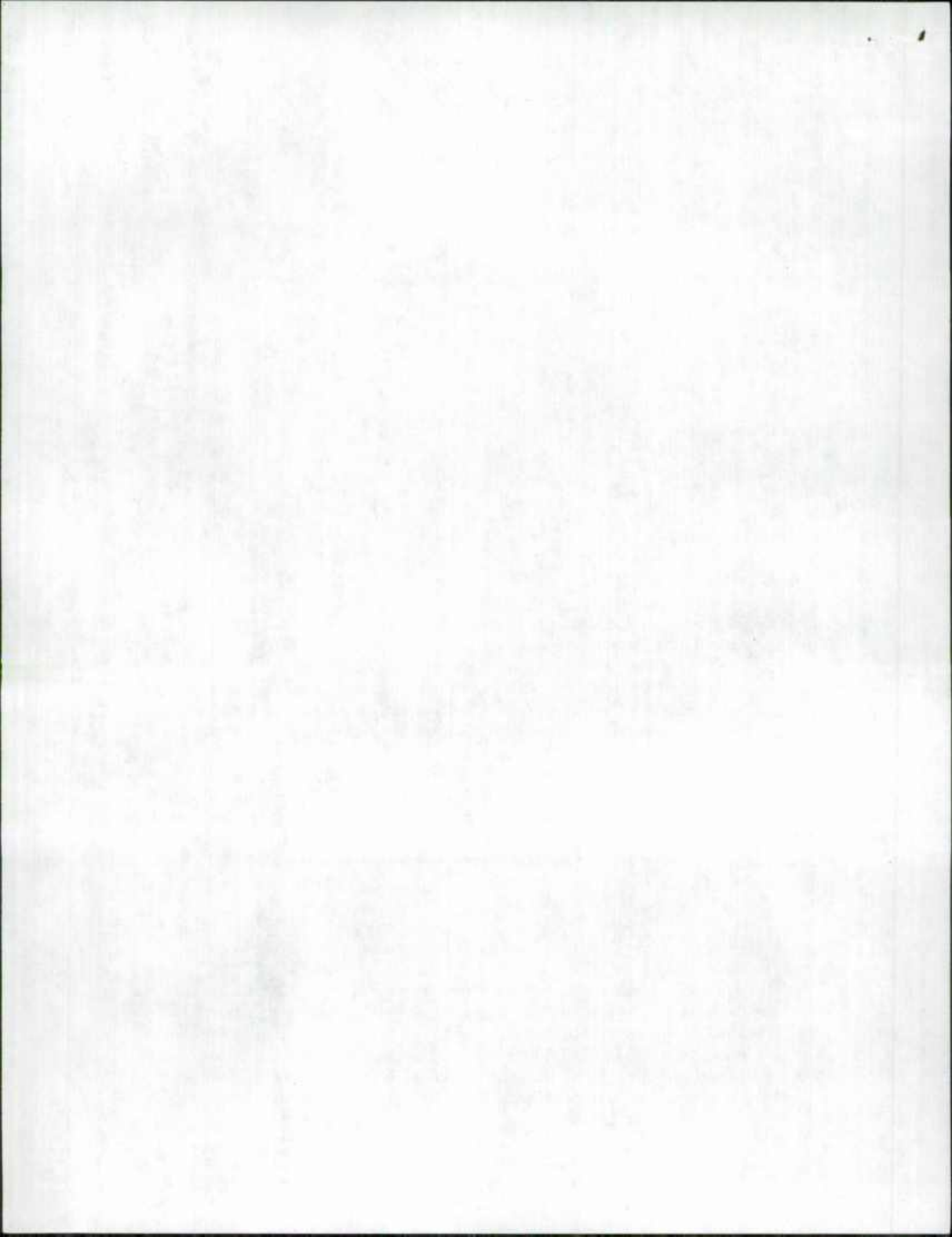
Dear Ms. Verdery:

Thank you for providing information on the above referenced revision plat. The applicant is requesting a minor three lot subdivision and minor lot line revision between two parcels (Revised Tax Parcel 60, Revised Tax Parcel 62). Total acreage between both parcels is 206.79 acres, with 71.626 acres located within the Critical Area; all Critical Area portions of the site are designated Resource Conservation Area (RCA). Currently, Revised Tax Parcel 60 is developed with a silo and barn within the Critical Area; Revised Tax Parcel 62 is developed with an existing home.

If the line revision and subdivision is permitted, Revised Tax Parcel 60 will create 3 lots and two areas of Reserved Lands within the Critical Area. In addition, Revised Tax Parcel 62 will increase in size from 3.072 acres to 7.162 acres (all located entirely within the Critical Area).. Total forest coverage onsite within the Critical Area is 5.873 acres (8.2%); the applicant proposes to provide 4.878 acres of additional forest coverage, thus meeting the 15% afforestation requirement.

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

- ✓ 1. The applicant has exhausted all development rights on this parcel. No additional development shall be permitted on Reserved Lands "A" or Reserved Lands "B."
- ✓ 2. The subdivision plat must contain information regarding existing and proposed lot coverage. Section 8, Ch. 119, 2008 Laws of Maryland at 765, contains provisions in regard to the lot coverage requirements of Natural Resources Article §8-1808.3 which may be applicable to this subdivision. Under these provisions, a development project

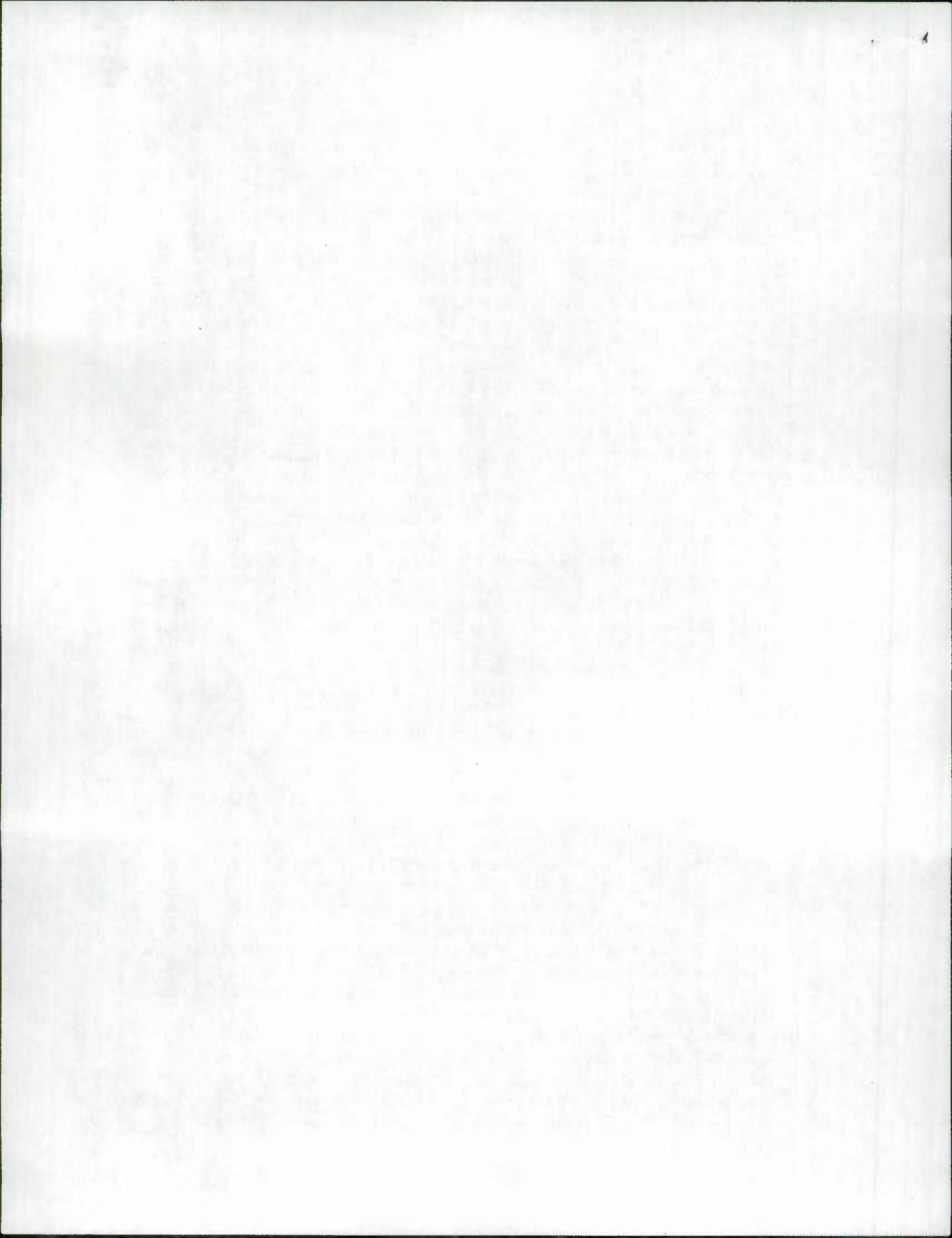


whose initial application for development that satisfies all local requirements is filed by October 1, 2008 and whose development plan is approved (recorded) by July 1, 2010 may utilize Talbot County's approved impervious surface area limitations in effect prior to July 1, 2008 provided that:

- a) The approved development plan remains valid in accordance with Talbot County's procedures and requirements; and
- b) By July 1, 2010, the applicant prepares a detailed lot coverage plan drawn to scale and showing the amounts of impervious surface area, partially pervious area, and developed pervious surface area in the development project.

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

3. The applicant is currently providing a 100-foot Buffer on the site plan. It is our understanding that the applicant submitted an application for subdivision prior to July 1, 2008. Please note that Ch. 119, 2008 Laws of Maryland at 765 contains provisions in regards to a new 200-foot Buffer which may be applicable to this subdivision. Under these provisions, a subdivision located in the RCA must provide a new 200-foot Buffer *unless* an application for subdivision was submitted before July 1, 2008 *and* is legally recorded by July 1, 2010. Should the applicant fail to have the subdivision plat recorded by the July 1, 2010 deadline, then a 200-foot Buffer will apply to this project. Please ensure that the applicant is aware of this requirement as stated in Chapter 119 of the 2008 Laws of Maryland.
4. The 100-foot and Expanded Buffer must be fully forested, as found in COMAR 27.01.09.01 and §190-93 of the Talbot County Code. Please add a note referencing this requirement to the plat.
5. Talbot County Soil Maps reveal that the property is partially located in hydric soils (mixed alluvial). Please ensure that the applicant has properly expanded the 100-foot Buffer to protect these soils.
6. It appears that onsite streams were delineated using wetland, aerial, and topographic maps, as well as soil surveys. The 2008 changes to the Critical Area law amended the definition of a tributary stream to mean a "perennial or an intermittent stream within the Critical Area that has been identified by site inspection or in accordance with local program procedures approved by the Commission". As of July 1, 2008 all the requirements of the Critical Area law shall apply, and be applied, by a local jurisdiction. Therefore, unless and until the County amends its Critical Area Program to include other provisions for identifying streams and these procedures are approved by the Commission, site inspection is the only methodology provided under the law for the identification of streams. Please have the applicant provide information on how streams were delineated onsite to ensure that this requirement has been met.
7. GIS layering reveals that the property is located within a sensitive species area. Please have the applicant receive a letter from the Department of Natural Resources Wildlife and Heritage Division (WHS) evaluating the property for any rare, threatened, or endangered species location onsite. In addition, coordination with the United States Fish





and Wildlife Service (FWS) may be required. Please forward a copy of the applicant's communication with FWS to this office, once it is available.

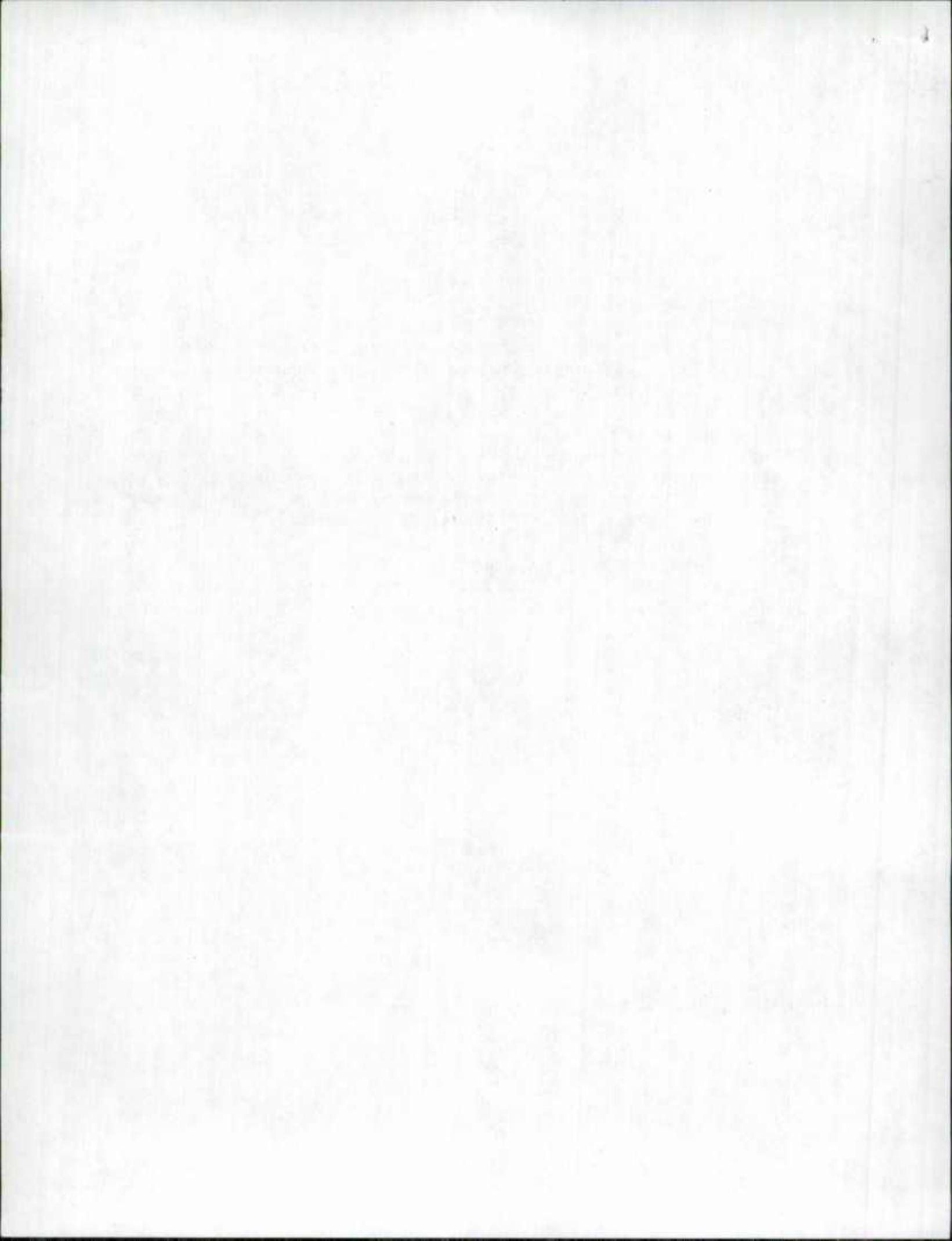
8. The property is located within Forest Interior Dwelling Bird (FIDS) habitat. While it is our understanding that no development or clearing is proposed within the FIDS habitat area at this time, we suggest that the applicant place on a note on the site that restricts forest clearing within the FIDS habitat, and ensures that the site meets the requirements for FIDS protection found in §190-88 and §190-93 of the Talbot County Code.
9. Due to the presences of sensitive species and FIDS habitat onsite, if impacts to these areas are proposed, a Habitat Protection Plan must be submitted to this office for review and comment, as required in §190-93 E(8)(d) of the Talbot County code.
- ✓ 10. Mitigation for any future forest clearing onsite shall be provided at a 1:1 ratio, provided it is less than 20% clearing and meets the site design guidelines within the Critical Area FIDS Guidance Manual.
- ✓ 11. The proposed project is located in a waterfowl concentration area. Therefore, time of year restrictions for shoreline work will apply between November 15 and March 1.
- ✓ 12. The Habitat Protection Plan, environmental site constraints, and all other environmental issues detailed in this letter must be resolved prior to preliminary plat approval.
- ✓ 13. Please have the applicant revise the net acreage for "RC Development Rights Summary: North Side of Rigby Lot" to state 50.696 acres, not 20.696 acres.

Thank you for the opportunity to provide comments on this lot line revision and subdivision request. Please have the applicant provide the information requested above. Please call me with any questions at (410) 260-3483.

Sincerely,



Nick Kelly  
Natural Resource Planner  
cc: TC 456-08



**CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT**

THIS CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT executed this 28<sup>th</sup> day of June, 2010, by and between **MAXMORE PROPERTIES, INC.** ("Grantor"), and **TALBOT COUNTY, MARYLAND**, a charter county and political subdivision of the State of Maryland ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land situate in the Second Election District of Talbot County, Maryland, designated on Tax Map 41, Grid 4 as Parcel 60, being the same parcel conveyed by PDI-Sheetz Construction Corporation by deed dated October 31, 1999 and recorded among the Land Records of Talbot County, Maryland in Liber 951, folio 397 (the "Property");

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

WHEREAS, as a condition of the aforesaid approval, Grantor has submitted and the Talbot County Office of Planning & Zoning has approved, a Forest Preservation-Buffer Management Plan and a final subdivision plat entitled, "SUBDIVISION AND LINE REVISION, FINAL PLAT AND BMP #M1114 ON THE LAND OF MAXMORE PROPERTIES, INC. AND RICHARD D. KIGHT & BARBARA S. KIGHT IN THE SECOND ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 41 GRID 4 PARCEL 60," consisting of Sheets 1 through 5, dated August 13, 2009, prepared by Lane Engineering, LLC, (the "Subdivision Plat"), which is intended to be recorded among the Plat Records of Talbot County immediately hereafter, is incorporated by reference, and on which are designated certain areas of Critical Area Buffer, Expanded Buffer and the Buffer Establishment Afforestation Area located within the Property as follows:

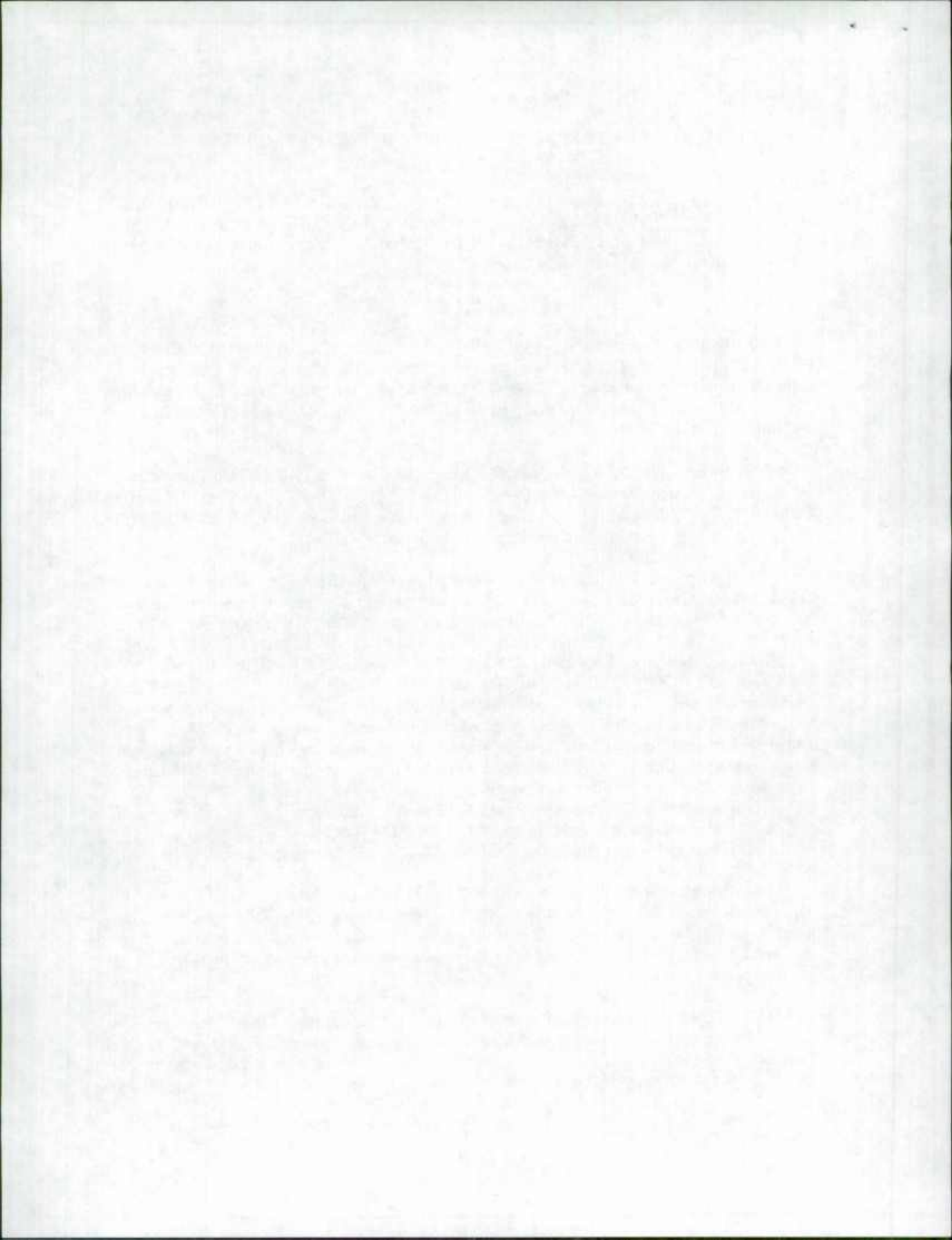
1. Forest and Buffer Protection Area "A" 0.769 AC.± (Lot 1);
2. Forest and Buffer Protection Area "B" 1.236 AC.± (Lot 2);
3. Forest and Buffer Protection Area "C" 4.144 AC.± (Remaining Lands Parcel "A" and
4. Forest and Buffer Protection Area "D" 10.271 AC.± (Lot 3).

IMP FD SURE \$	20.00
RECORD FEE	20.00
TOTAL	40.00
Grant TAGI	Est: 4 83315
PLAT	Est: 4 963
JUN 29, 2010	02:49 PM

All of which are referred to herein collectively as the "Critical Area Forest and Buffer Protection Areas." The Critical Area Forest and Buffer Protection Areas are more particularly described by metes and bounds, courses and distances by the legal descriptions attached hereto as Exhibit A and incorporated herein by reference;

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

*Lane Engineering, LLC: Talbot County Office of Planning & Zoning  
28712 Glenc Rd, Suite 2  
Easton, Md 21601*



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

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

### GRANT AND AGREEMENTS

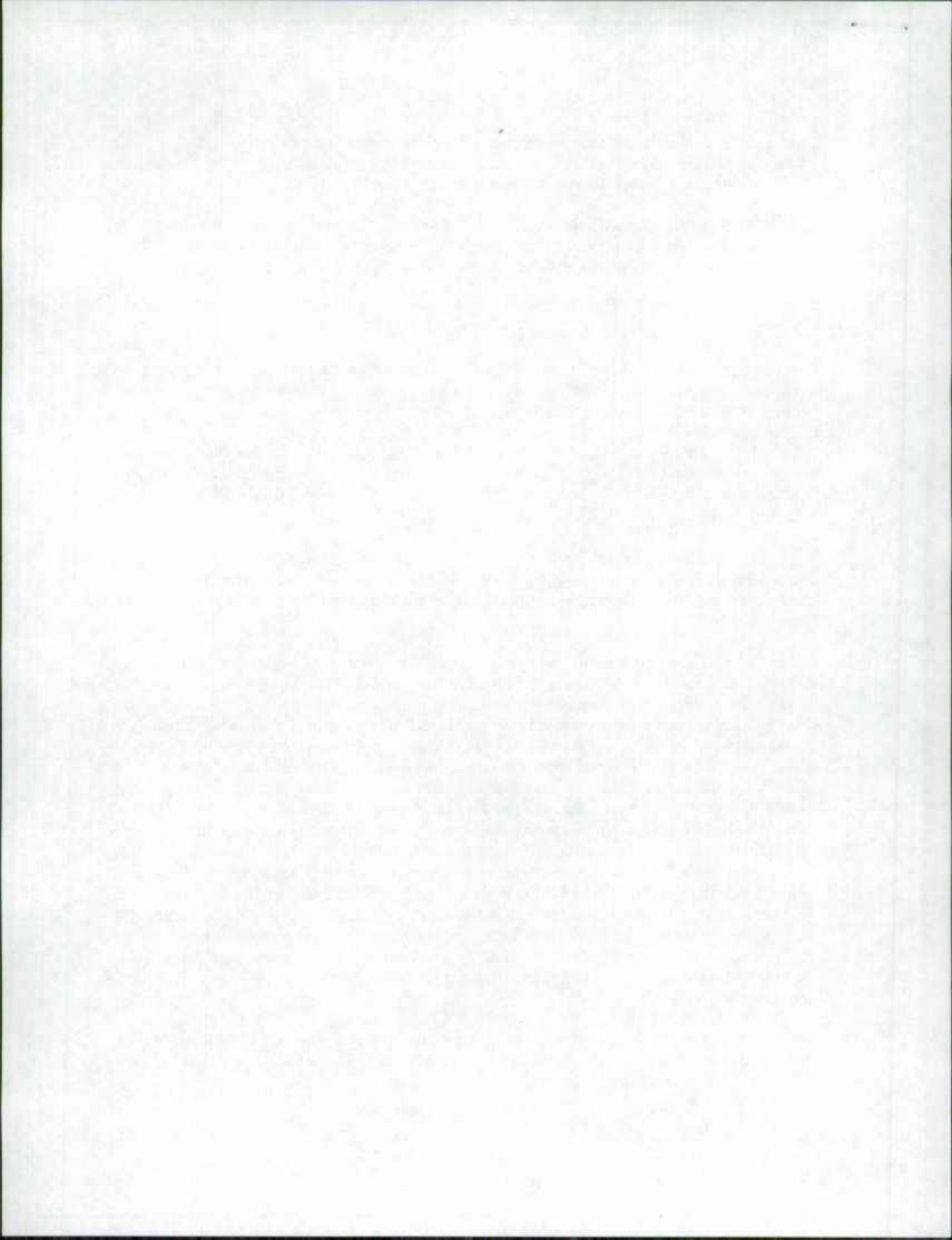
NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

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

3. Grantor covenants and agrees with the Grantee that the Grantor, its successors or assigns, shall not destroy, damage or remove any plant material of nature which now or hereafter grows within the Critical Area Forest and Buffer Protection Area without approval of the Grantee as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor shall comply with the conditions of approval of the Subdivision Plat approved under the Talbot County Zoning Ordinance and that the Critical Area Forest and Buffer Protection Area shall be preserved in a manner which protects the forest or natural vegetation thereon, either existing as of the date of this Agreement or to be established hereafter. The foregoing notwithstanding, the Grantor may continue any existing agricultural use within portions of the Critical Area Forest and Buffer Protection Areas designated by the Subdivision Plat as "Critical Area Buffer Establishment Afforestation Area", provided that such use is conducted in compliance with COMAR 27.01.09.01-5 and that such use shall cease with respect to a particular lot created by the Subdivision Plat upon the date the Critical Area Forest and Buffer Protection Area(s) on such lot are required to be planted or established under the Surety Declaration. The Surety Declaration is incorporated herein by reference for the sole purpose of establishing the date of termination of agricultural use, as applicable to individual lots, under this Paragraph.

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



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

B. Passive recreational activities, such as walking or hiking, and bird watching, which are consistent with and do not adversely impact forest or wetland habitats or cause harm to these resources;

C. Hunting and trapping;

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

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

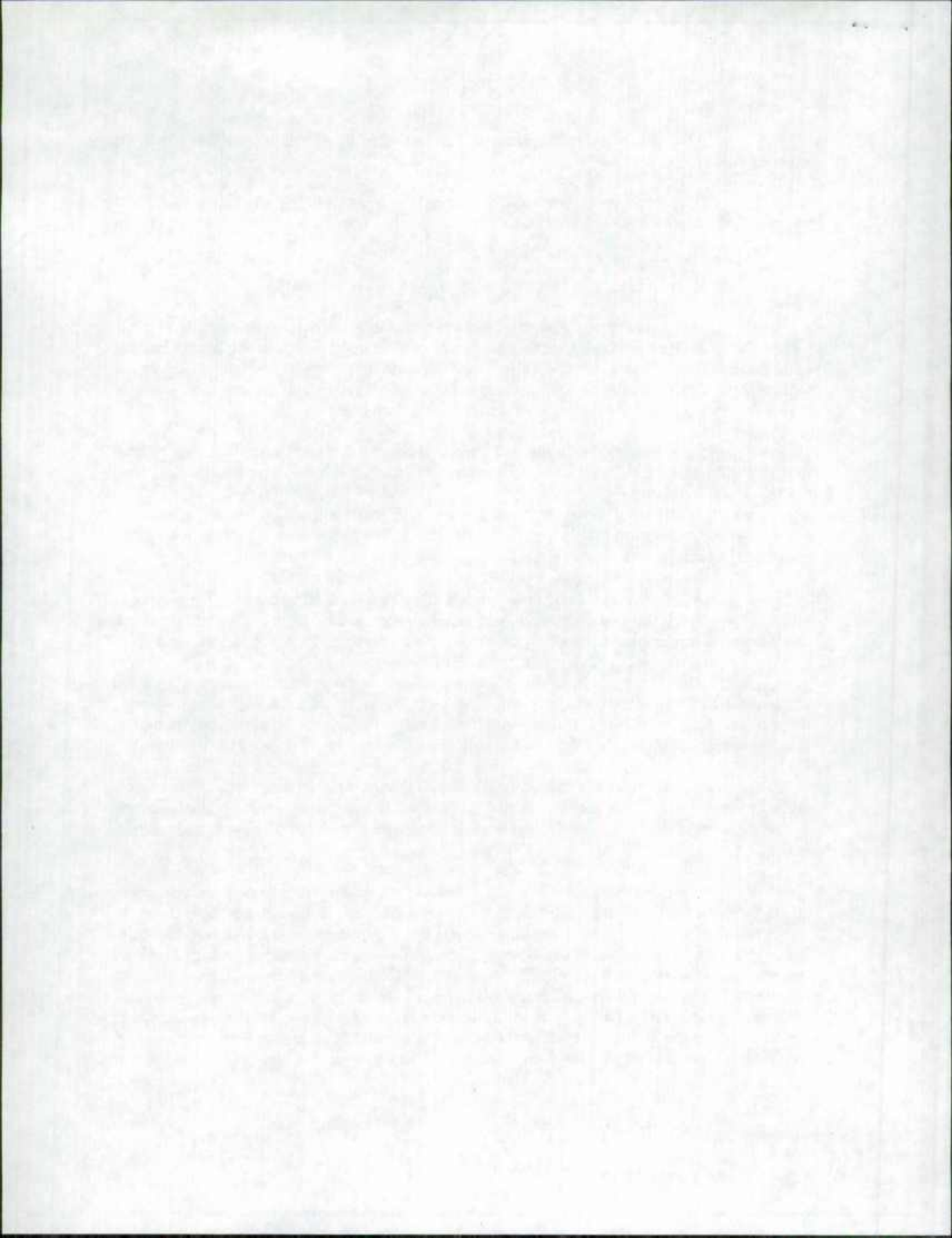
F. Until the buffer establishment obligation with respect to a particular lot created by the Subdivision Plat is triggered under the Surety Declaration, agricultural activities conducted in accordance with Paragraph 3.

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

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

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

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





other expenses reasonably incurred by the Grantee to enforce the terms hereof or to remedy the breach.

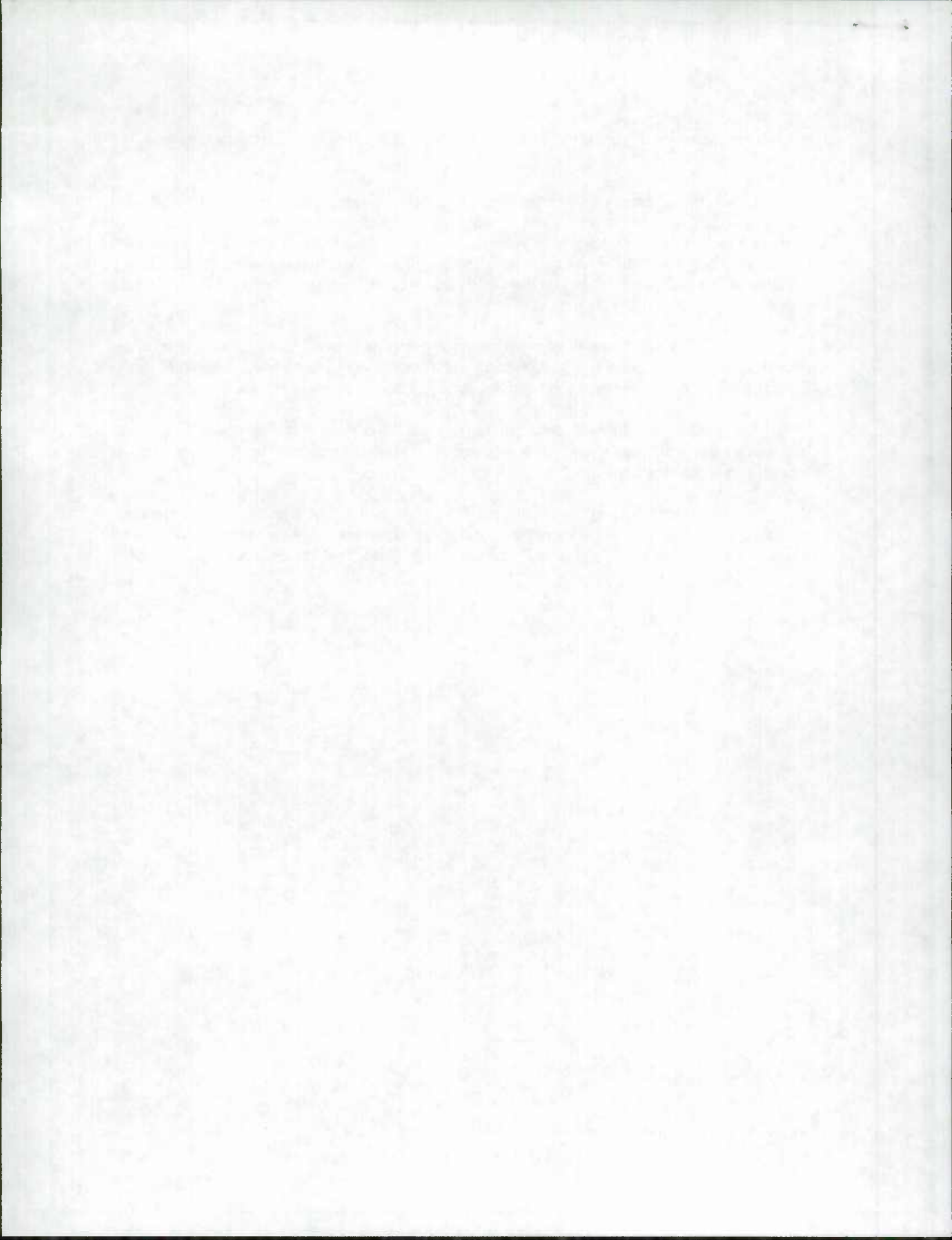
9. In the event of any ambiguity or question concerning the scope or requirements imposed by this Agreement with respect to any particular use of the Critical Area Forest and Buffer Protection Area, Grantor may submit a written request to the Talbot County Planning Officer for interpretation or consideration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

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

11. Grantor further covenants and agrees that the covenants and agreements contained herein shall run with and bind the Property and shall apply to and bind upon Grantor and its successors and assigns.

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


*SIGNATURES ON FOLLOWING PAGES*




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

WITNESS:

MAXMORE PROPERTIES, INC.

  
\_\_\_\_\_

By:  (SEAL)  
Barbara S. Kight, President

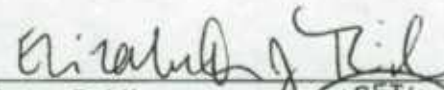
"Grantor"

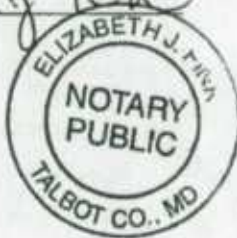
STATE OF MARYLAND, COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of June, 2010, before me, a Notary Public of the State aforesaid, personally appeared BARBARA S. KIGHT, President of Maxmore Properties, Inc, 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 President.

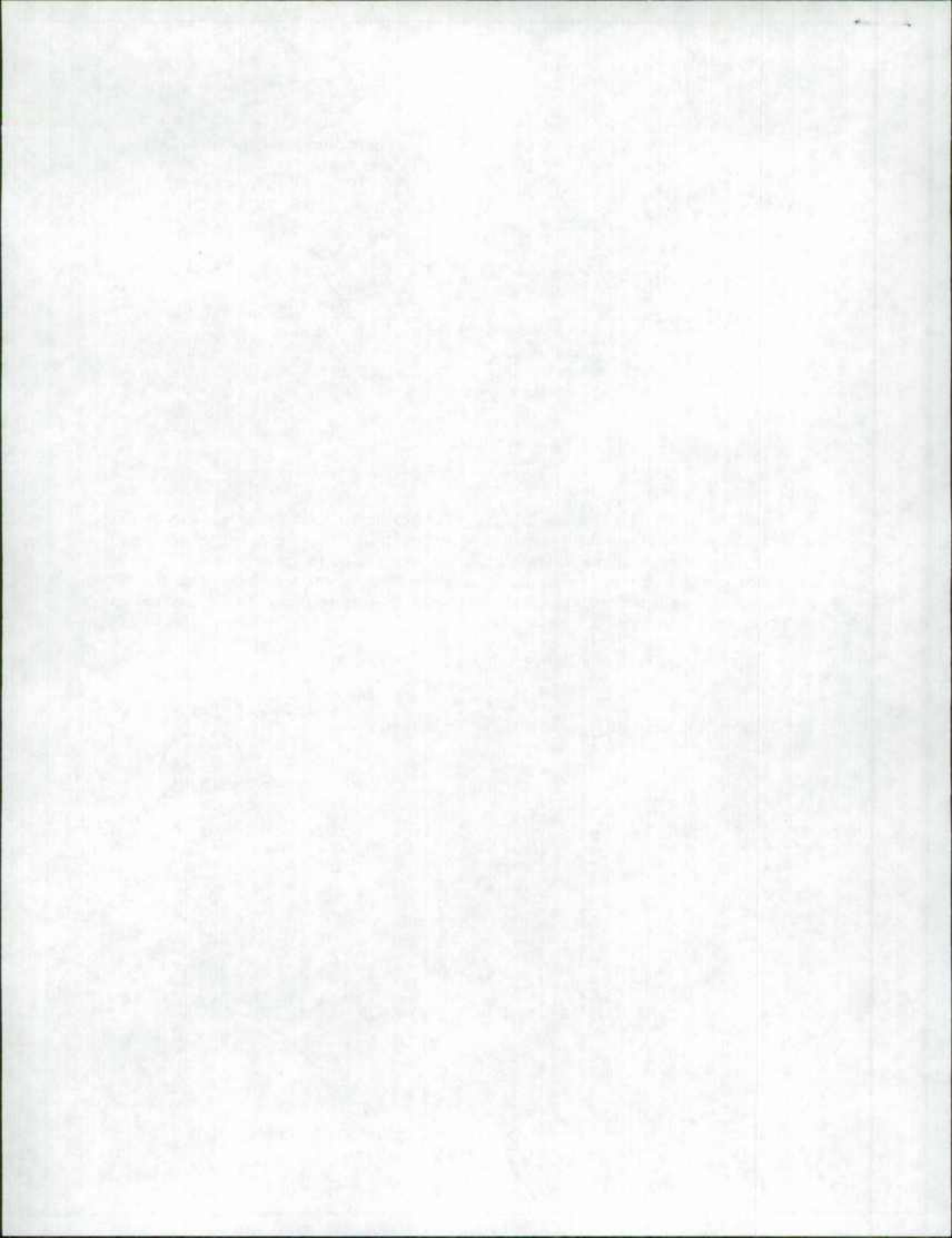
WITNESS my hand and Notarial Seal.

My Commission expires: 2/1/2011

  
Notary Public



SIGNATURES CONTINUE ON FOLLOWING PAGE



TALBOT COUNTY, MARYLAND

Elisa Deft

By: [Signature] (SEAL)  
Sandy Coyman,  
Talbot County Planning Officer

"Grantee"

STATE OF MARYLAND, COUNTY OF Queen Annes, TO WIT:

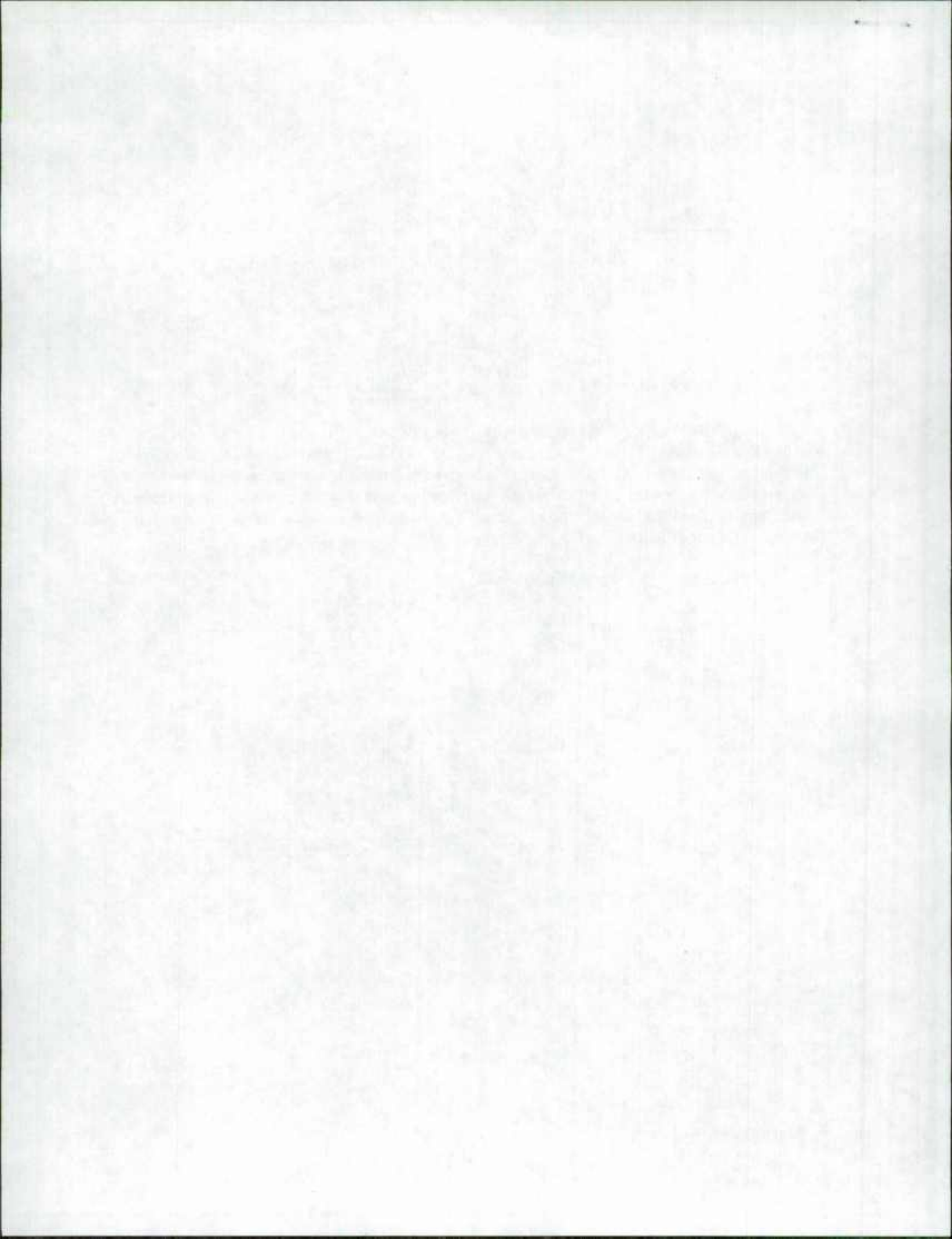
I HEREBY CERTIFY, that on this 28<sup>th</sup> day of June, 2010, before me, a Notary Public of the State aforesaid, personally appeared SANDY COYMAN, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be 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: 8/1/10 [Seal] Elisa Helen Deft  
Notary Public

Approved for Legal Form and Sufficiency, this 29<sup>th</sup> day of June, 2010.

[Signature]  
Michael L. Pullen, Talbot County Attorney



# Lane Engineering, LLC

Established 1986

Civil Engineers • Land Planning • Land Surveyors

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

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

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

## EXHIBIT "A"

### DESCRIPTION OF CRITICAL AREA FOREST AND BUFFER PROTECTION AREAS ON THE LAND OF MAXMORE PROPERTIES, INC. IN THE SECOND SELECTION DISTRICT TALBOT COUNTY, MARYLAND

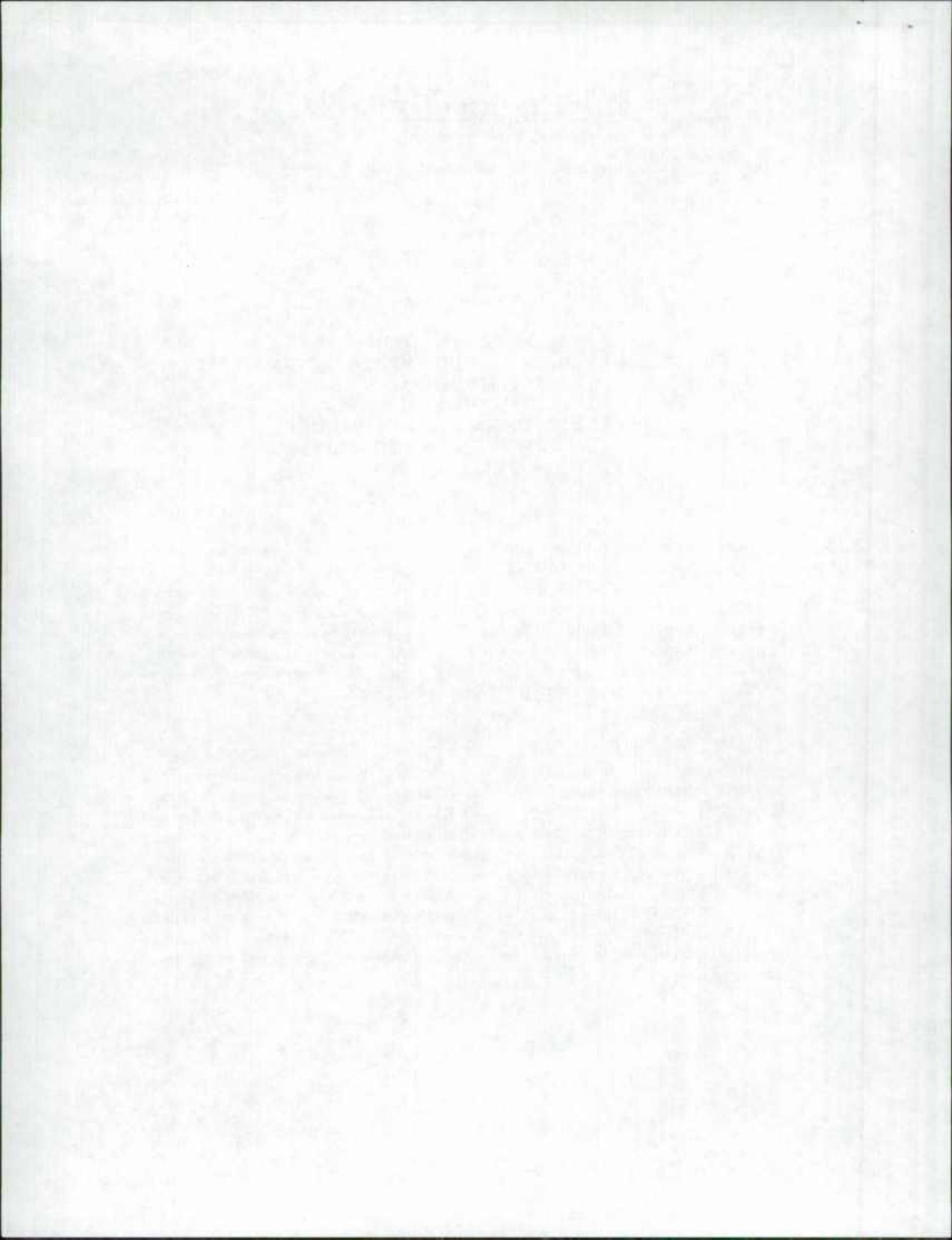
#### AREA "A"

**Beginning** for the same at a point, said point being the westerlymost corner of the herein described area; and from said **Place of Beginning** running (1) North 70 degrees 33 minutes 53 seconds East 145.09 feet, thence (2) South 48 degrees 04 minutes 18 seconds East 222.28 feet, thence (3) South 07 degrees 01 minutes 33 seconds East 104.44 feet, thence (4) South 70 degrees 51 minutes 47 seconds West 100.06 feet, thence (5) North 10 degrees 58 minutes 13 seconds West 93.54 feet, thence (6) North 49 degrees 01 minutes 50 seconds West 138.42 feet, thence (7) North 61 degrees 07 minutes 20 seconds West 112.06 feet to the **Place of Beginning**, containing 0.769 Acres of Land, more or less, and

#### AREA "B"

**Beginning** for the same at a point, said point being the northwesterlymost corner of the herein described area; and from said **Place of Beginning** running (1) North 70 degrees 51 minutes 47 seconds East 10.06 feet, thence (2) South 31 degrees 14 minutes 36 seconds East 243.87 feet, thence (3) South 01 degrees 04 minutes 57 seconds West 40.94 feet, thence (4) South 56 degrees 18 minutes 02 seconds West 160.91 feet, thence (5) South 01 degrees 24 minutes 26 seconds West 52.44 feet, thence (6) South 74 degrees 49 minutes 11 seconds West 130.54 feet, thence (7) North 04 degrees 56 minutes 37 seconds West 90.18 feet, thence (8) North 36 degrees 34 minutes 22 seconds East 61.29 feet, thence (9) North 60 degrees 32 minutes 57 seconds East 134.87 feet, thence (10) North 29 degrees 21 minutes 54 seconds West 214.72 feet to the **Place of Beginning**, containing 1.236 Acres of Land, more or less, and





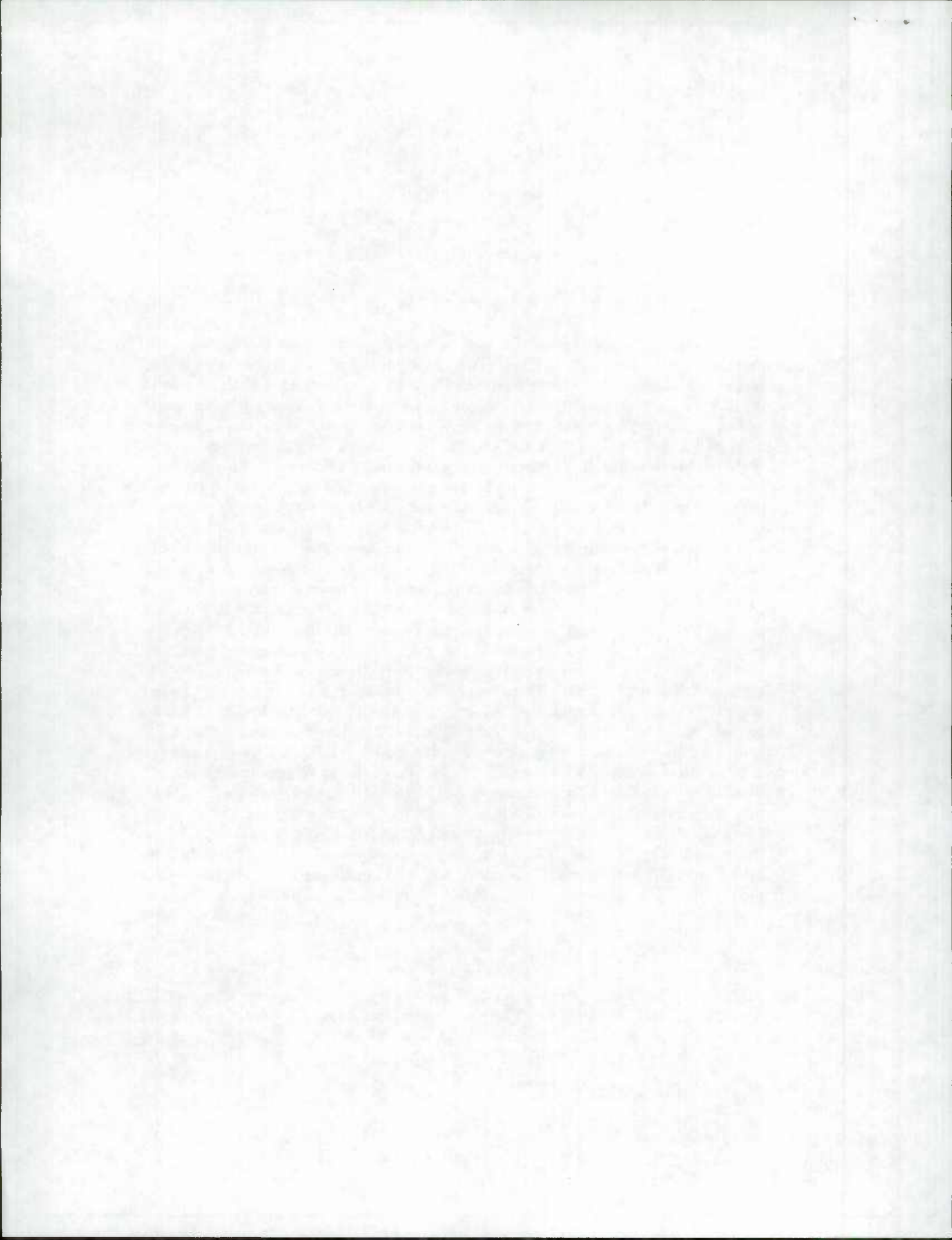


### AREA "C"

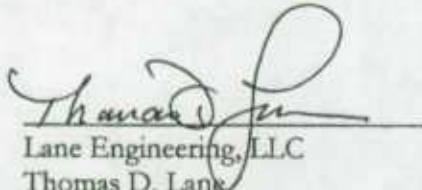
**Beginning** for the same at a point, said point being the southwesterlymost corner of the herein described area; and from said **Place of Beginning** running (1) North 31 degrees 24 minutes 23 seconds West 81.28 feet, thence (2) North 16 degrees 33 minutes 13 seconds East 81.28 feet, thence (3) North 14 degrees 36 minutes 18 seconds West 68.81 feet, thence (4) North 26 degrees 20 minutes 32 seconds East 75.06 feet, thence (5) North 05 degrees 48 minutes 09 seconds West 84.90 feet, thence (6) North 12 degrees 24 minutes 34 seconds West 129.86 feet, thence (7) North 48 degrees 14 minutes 13 seconds West 58.67 feet, thence (8) North 18 degrees 04 minutes 47 seconds West 68.70 feet, thence (9) North 12 degrees 14 minutes 55 seconds East 103.11 feet, thence (10) North 00 degrees 59 minutes 47 seconds East 114.90 feet, thence (11) North 33 degrees 35 minutes 09 seconds West 204.06 feet, thence (12) North 10 degrees 36 minutes 49 seconds West 77.54 feet, thence (13) North 41 degrees 52 minutes 46 seconds West 162.40 feet, thence (14) North 16 degrees 29 minutes 37 seconds West 139.90 feet, thence (15) South 11 degrees 37 minutes 43 seconds West 172.64 feet, thence (16) South 10 degrees 40 minutes 43 seconds East 307.11 feet, thence (17) North 32 degrees 41 minutes 39 seconds West 313.02 feet, thence (18) North 15 degrees 21 minutes 41 seconds West 206.01 feet, thence (19) North 62 degrees 09 minutes 50 seconds East 334.42 feet, thence (20) North 39 degrees 49 minutes 58 seconds East 78.94 feet, thence (21) South 23 degrees 12 minutes 48 seconds East 164.85 feet, thence (22) South 40 degrees 59 minutes 28 seconds East 187.21 feet, thence (23) South 02 degrees 47 minutes 24 seconds West 62.52 feet, thence (24) South 22 degrees 27 minutes 22 seconds East 257.85 feet, thence (25) South 05 degrees 12 minutes 53 seconds West 211.88 feet, thence (26) North 89 degrees 36 minutes 06 seconds West 26.42 feet, thence (27) South 30 degrees 08 minutes 10 seconds West 17.37 feet, thence (28) South 30 degrees 07 minutes 33 seconds East 97.42 feet, thence (29) South 72 degrees 40 minutes 33 seconds East 106.15 feet, thence (30) South 07 degrees 52 minutes 16 seconds East 222.88 feet, thence (31) South 13 degrees 29 minutes 49 seconds West 167.18 feet, thence (32) South 67 degrees 10 minutes 47 seconds East 86.12 feet, thence (33) South 70 degrees 33 minutes 53 seconds West 145.62 feet to the **Place of Beginning**, containing 10.271 Acres of Land, more or less, and

### AREA "D"

**Beginning** for the same at a point, said point being the westerlymost corner of the herein described area; and from said **Place of Beginning** running (1) North 51 degrees 52 minutes 45 seconds East 256.43 feet, thence (2) North 68 degrees 16 minutes 39 seconds

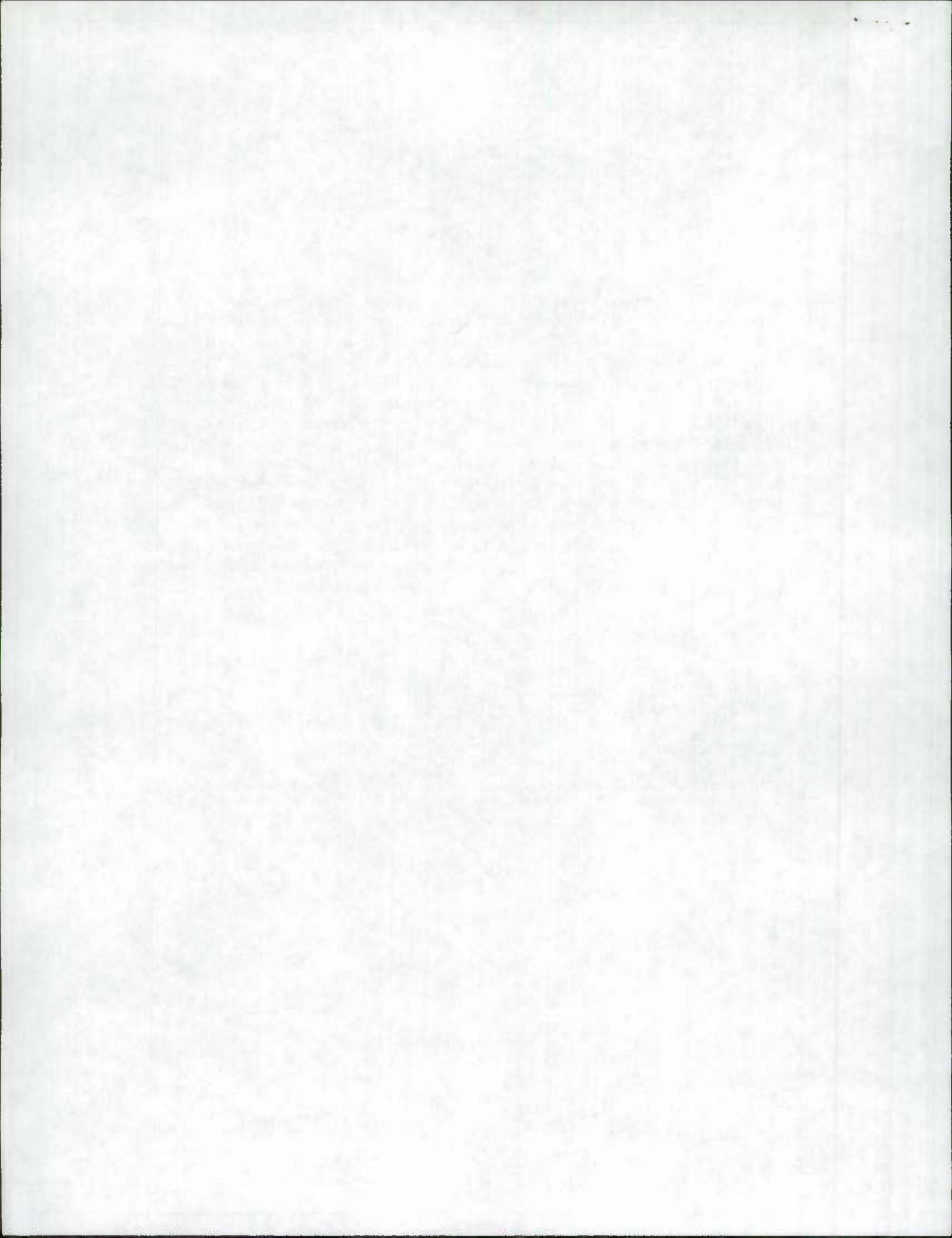


East 258.86 feet, thence (3) North 81 degrees 51 minutes 35 seconds East 268.66 feet, thence (4) South 27 degrees 06 minutes 23 seconds East 251.43 feet, thence (5) South 39 degrees 59 minutes 06 seconds West 312.29 feet, thence (6) South 00 degrees 13 minutes 26 seconds West 94.80 feet, thence (7) South 42 degrees 08 minutes 38 seconds East 104.04 feet, thence (8) South 31 degrees 55 minutes 49 seconds East 298.58 feet, thence (9) South 21 degrees 33 minutes 32 seconds East 90.20 feet, thence (10) South 76 degrees 46 minutes 37 seconds East 100.26 feet, thence (11) South 51 degrees 35 minutes 20 seconds East 93.32 feet, thence (12) South 06 degrees 55 minutes 06 seconds East 88.19 feet, thence (13) South 06 degrees 55 minutes 06 seconds East 88.19 feet, thence (14) North 26 degrees 38 minutes 20 seconds West 140.79 feet, thence (15) North 86 degrees 59 minutes 04 seconds West 17.32 feet, thence (16) South 33 degrees 00 minutes 20 seconds West 233.37 feet, thence (17) North 41 degrees 40 minutes 25 seconds West 127.72 feet, thence (18) North 20 degrees 13 minutes 13 seconds West 177.13 feet, thence (19) North 47 degrees 11 minutes 08 seconds West 911.14 feet, thence (20) North 48 degrees 42 minutes 48 seconds West 55.68 feet to the **Place of Beginning**, containing 4.144 Acres of Land, more or less.

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



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



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

THIS CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION ("Agreement"), dated this 28th day of June, 2010, by and between MAXMORE PROPERTIES, INC. ("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:

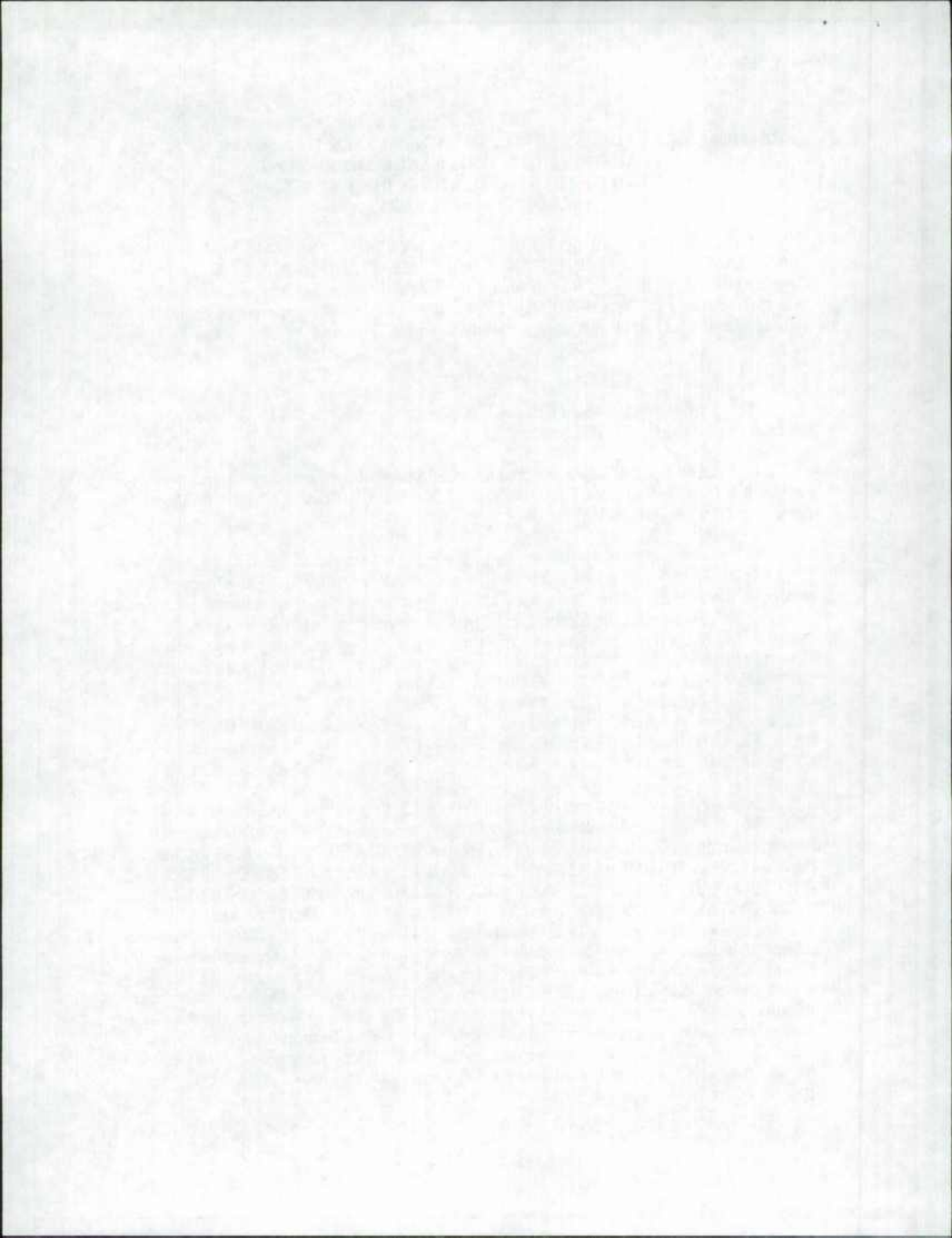
Property Owners: Maxmore Properties, Inc.  
 Property Address: 26582 Rigby Lot Road, Royal Oak, Md 21662  
 Deed Reference: 951/397 Plat: N/A Acreage: 206.484 acres  
 Tax Map: 41 Grid: 4 Parcel: 60

Rest	TAB1	Rec'd	# 83317
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Jun 29,	2010		02:55 PM

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 and Remaining Lands "A" (collectively, the "Lots").

D. Pursuant to the provisions of § 190-134C. (2) (d) of the Ordinance and COMAR 27.01.09.01-1, Developer has submitted and County has approved a final subdivision plat and Forest Preservation-Buffer Management Plan entitled "SUBDIVISION AND LINE REVISION, FINAL PLAT AND BMP #M1114 ON THE LAND OF MAXMORE PROPERTIES, INC. AND RICHARD D. KIGHT & BARBARA S. KIGHT IN THE SECOND ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 41 GRID 4 PARCEL 60", as prepared by Lane Engineering, LLC (hereafter referred to as the "Plat"), which depicts several afforestation areas designed to establish the 100' Shoreline Development Buffer and/or Expanded Buffer (collectively, the "Buffer"), depicted thereon, in natural vegetation. The Plat is intended to be recorded among the Plat Records of Talbot County, Maryland immediately hercafter and is incorporated herein by reference. The Plat and the "Summary of Regulatory Requirements and Planting, Maintenance and Inspection Specifications" attached hereto as Exhibit D are hereafter referred to collectively as the "Plan." The afforestation areas depicted by the Plan total 16.42 acres and consist of the following areas: "A" (0.769 AC.±) on Lot 1, "B"

Lane Engineering, LLC: Talbot County Office of Planning & Zoning  
 28712 Glende Rd, Suite 2  
 Easton Md 21607



(1.236 AC.±) on Lot 2, "C" (4.144 AC.±) on Remaining Lands Parcel "A", and "D" (10.271 AC.±) on Lot 3, collectively referred to as the "Buffer Establishment Afforestation Areas";

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

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

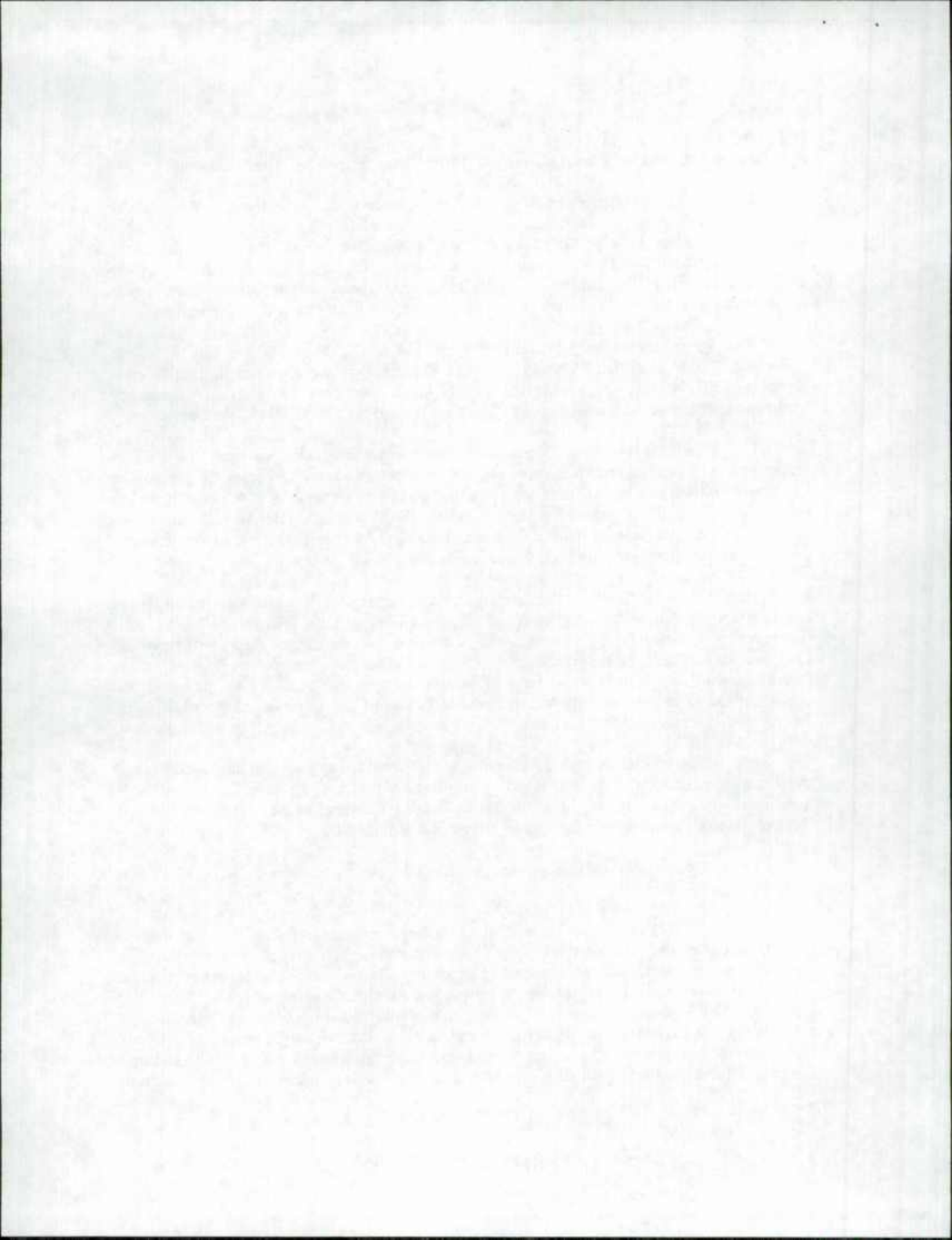
G. Developer desires to establish certain contingent charges upon the Lots in accordance with this Agreement, whereby County will recover the costs of performing Developer's obligations hereunder in the event of a default by Developer, which costs are to be paid by the owner of the defaulting Lot to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

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

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

J. By execution of this Agreement, Developer hereby certifies its acceptance of the terms and conditions of the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals which are made a material part of this Agreement, the County's approval of the subdivision plat to create the Lots, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer and the County hereby agree as follows and Developer hereby declares that the Lots are and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Agreement, which shall run with and bind the Lots and shall be binding on all parties having any right, title or interest in all or any portion





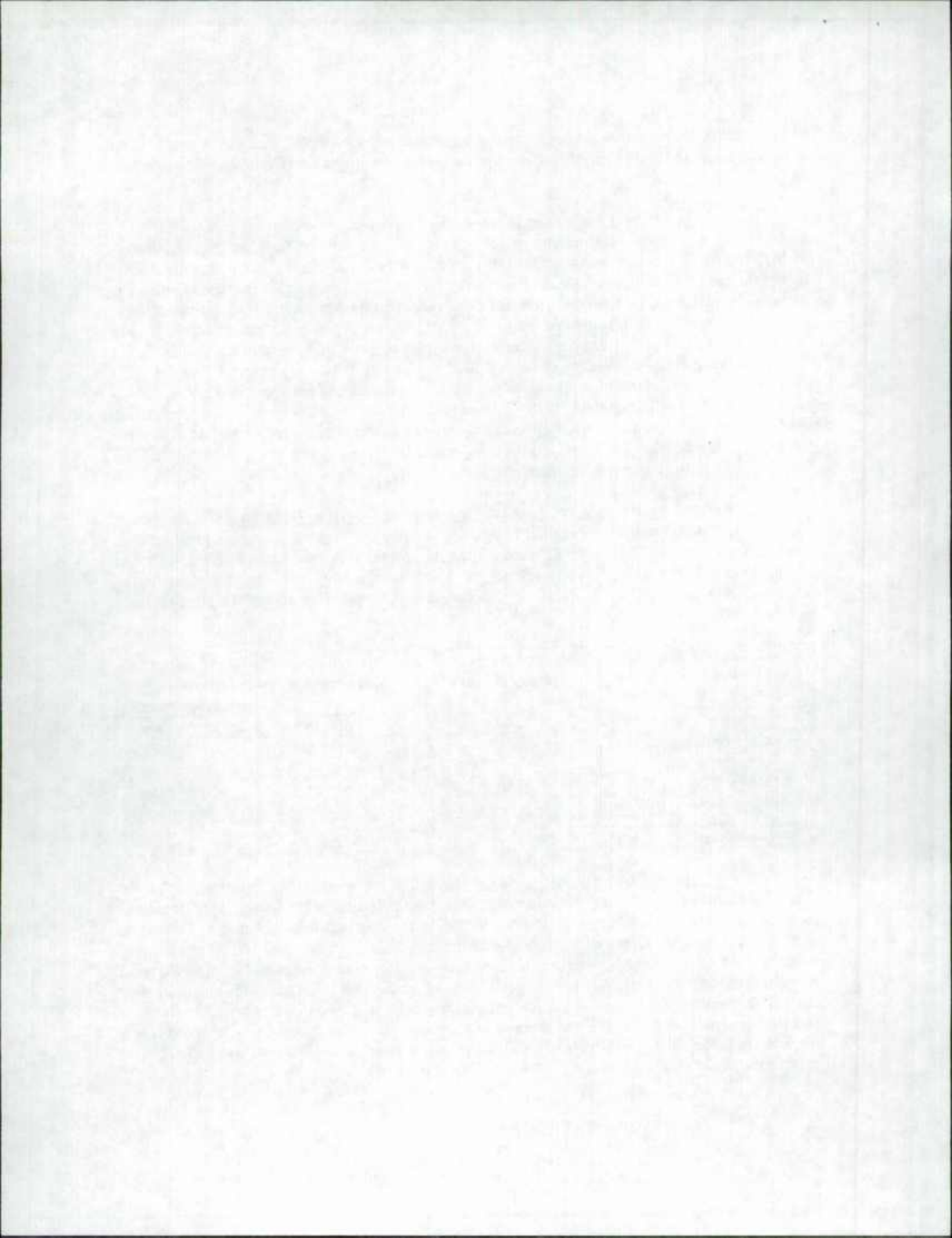
of the Lots, their respective heirs, personal representatives, successors, transferees and assigns, and shall insure to the benefit of and be enforceable by Developer and County, their successors and assigns:

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

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

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

3. Timing, Commencement and Completion of the Work: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, as amended from time to time, including the Plan and this Agreement. Developer shall notify the Talbot County Department of Planning & Zoning at 410-770-8030 at least five 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 (Maxmore Properties - BMP#M1114), 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. So long as a Lot remains in bona fide agricultural use, the buffer establishment and afforestation required herein on such Lot shall be deferred. During such period, Developer shall comply with all applicable laws, regulations, and ordinances relating to agricultural use of the Buffer.

B. Planting of the Buffer Establishment Afforestation Areas on the Lots shall occur on a lot-by-lot basis prior to the earlier of the following triggering events:

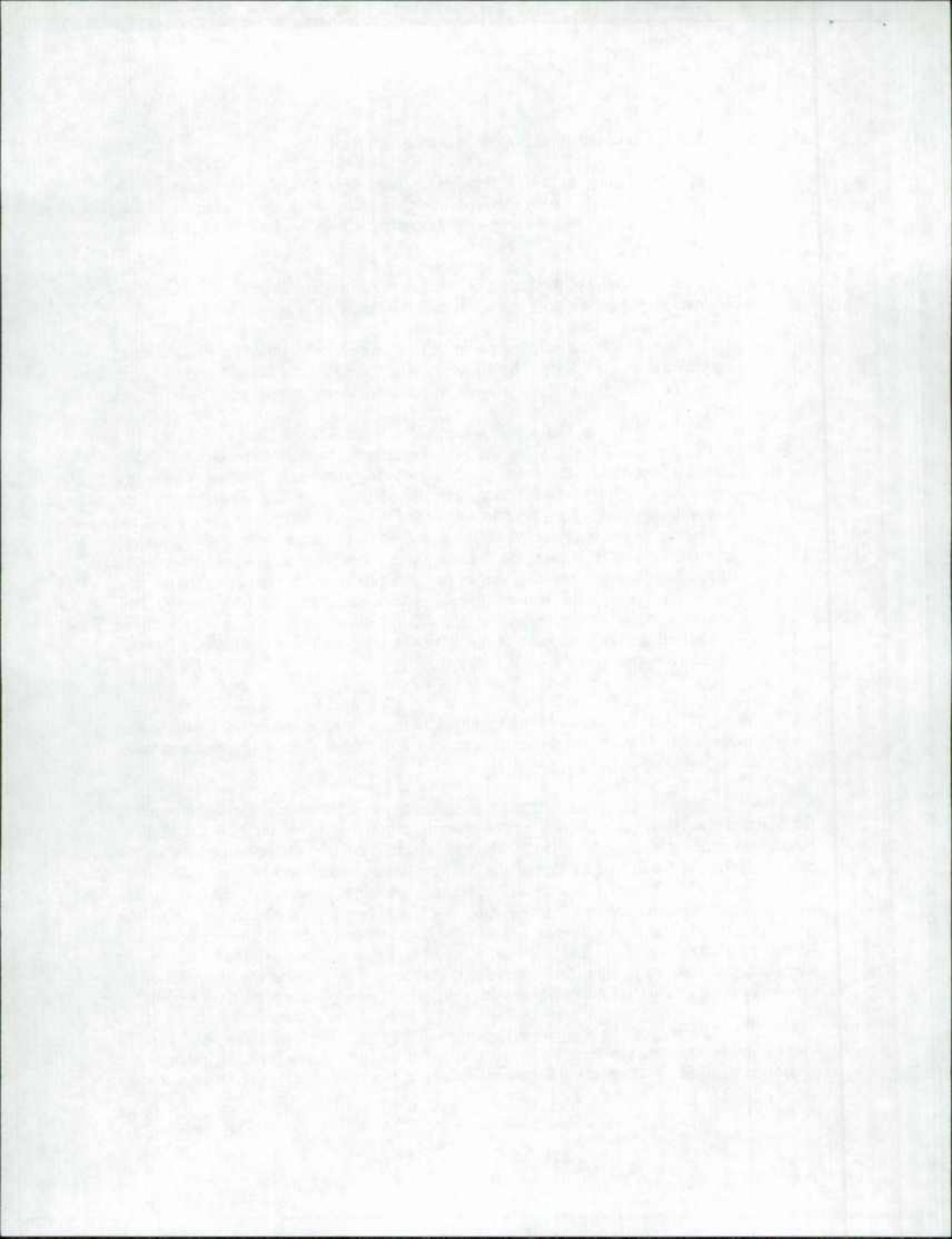
i. the end of the growing season immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of all or portion(s) of the Buffer Establishment Afforestation Area located on such Lot; or

ii. the end of the growing season immediately following issuance of a building permit for a principal residence constructed on such Lot. Developer shall exercise reasonable and good faith efforts to commence planting during the appropriate planting period immediately following issuance of a building permit and to complete such planting prior to issuance of the occupancy permit. Developer and County agree that the objective of this Agreement is to ensure timely planting activity in a manner that maximizes the likelihood of plant survival and establishment of the Buffer. In the event that the timing of permit issuance and/or duration of construction render strict compliance with the foregoing deadline inconsistent with this objective, planting of the Buffer Establishment Afforestation Area on such Lot shall be completed not later than prior to the growing season immediately following issuance of the occupancy permit.

C. The Buffer Establishment Afforestation Area located on Remaining Lands Parcel "A" shall be planted in conjunction with the planting of the Buffer Establishment Afforestation Area on the earlier of Lots 1 or 2 to trigger a planting obligation under subsection (B) above.

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 of Exhibit D. 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 of Exhibit D. Developer shall

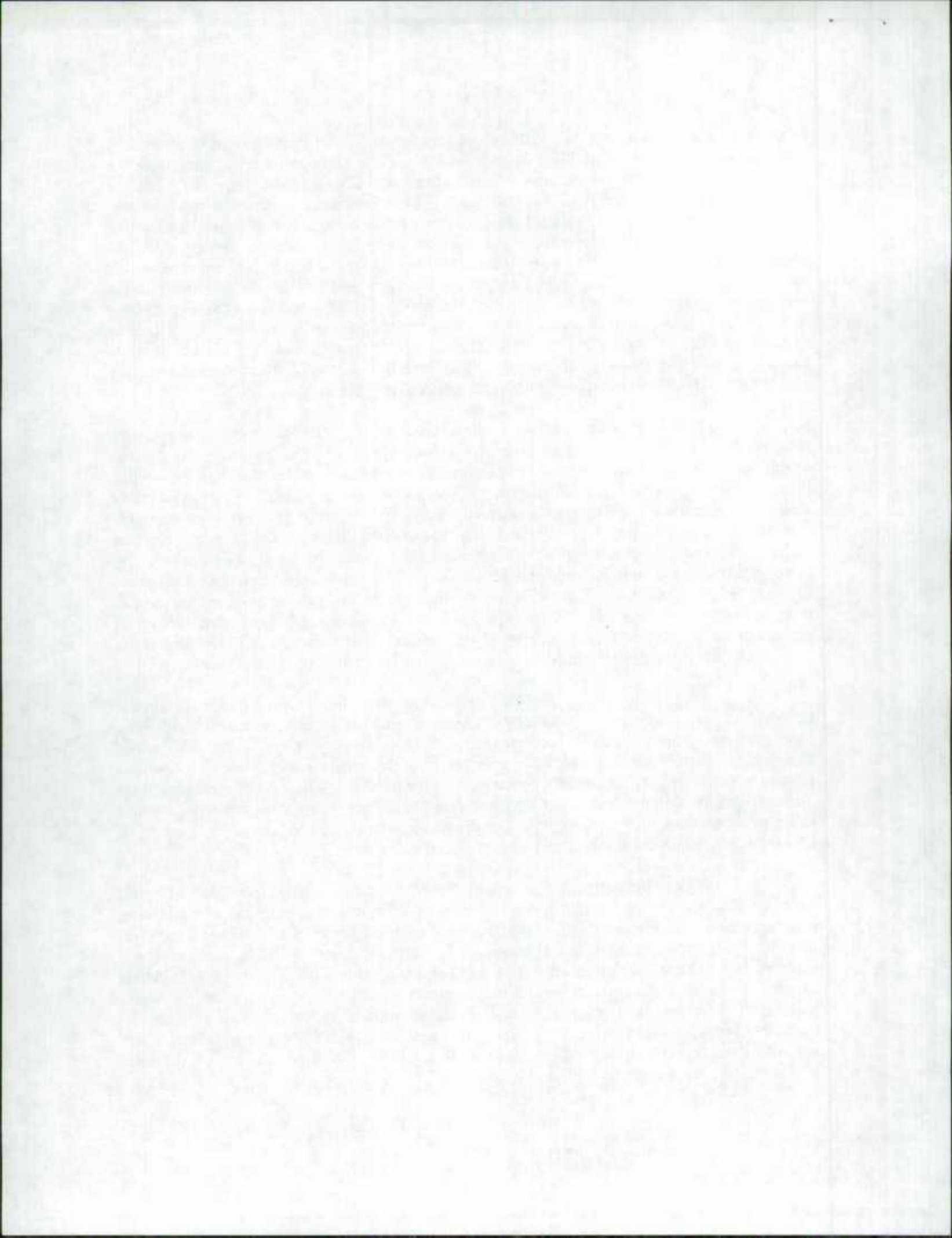


issue a final inspection report and certificate of completion ("Final Certificate of Completion") certifying compliance with the Plan, this Agreement and other applicable laws. Following the County's receipt of the Certificate of Completion, the County shall inspect the Buffer Establishment Afforestation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

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

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

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



Developer or its authorized representative shall be entitled to be present during the period of any County inspection.

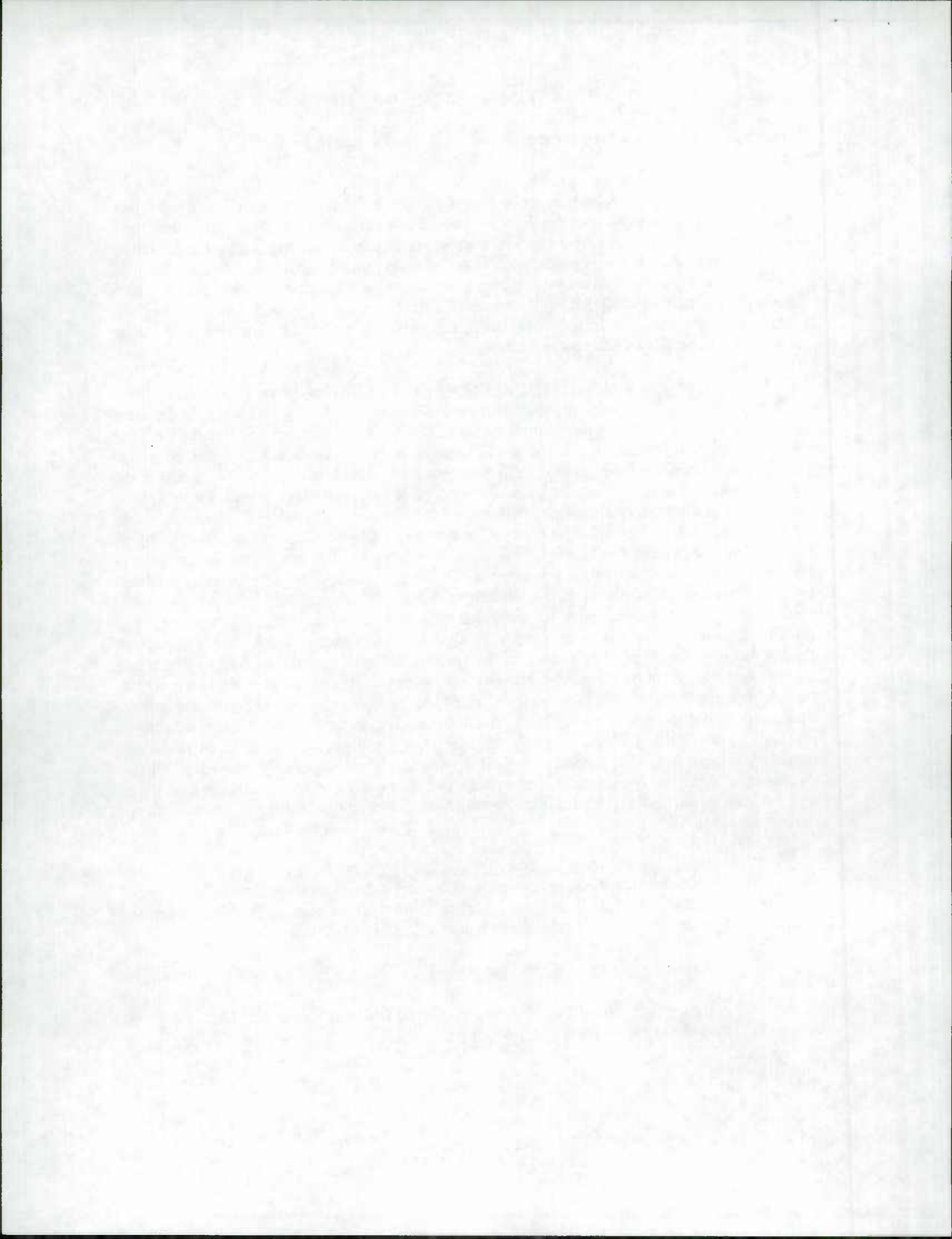
8. Indemnification: In the event of any claim against Talbot County, Maryland arising out of the performance of the Work or other activity of Developer, its agents, consultants, contractors, servants, or employees in, on or about, or impacting on, the Buffer Establishment Afforestation Areas or any easements, open space, or other property dedicated, leased or licensed to or owned or occupied by County, the owner or owners of the Lots at the time that any such claim shall be asserted shall indemnify and save Talbot County, Maryland harmless from and against any and all such claims, actions, damages, liability or expense of any nature, including reasonable attorneys' fees and costs of defense.

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

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

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

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





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

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

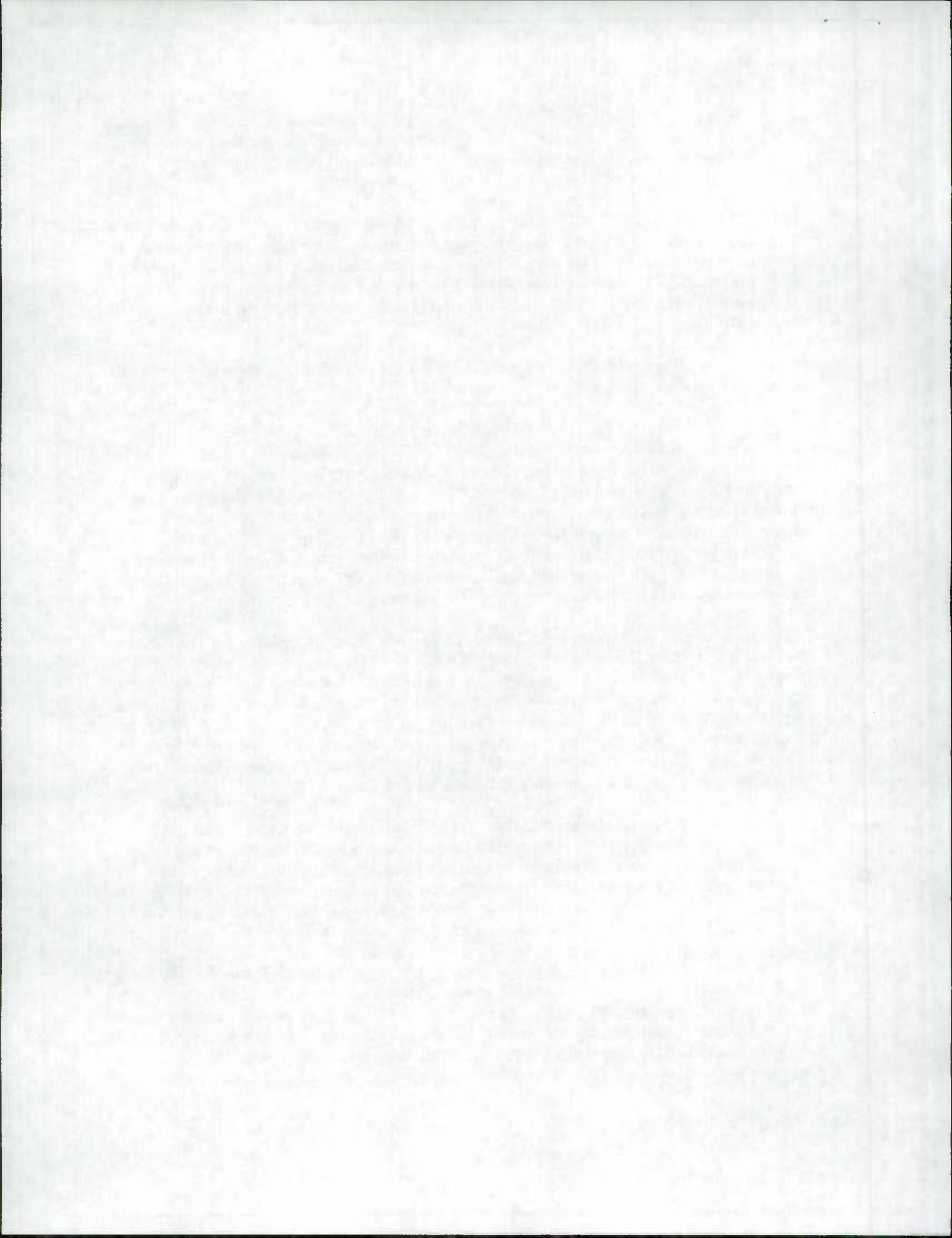
No Owner may waive or otherwise escape liability for the Remedial Costs provided for in this Agreement by abandonment of a Lot.

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

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

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

B. Establishment of Lien and Personal Obligation. Developer and each Owner of a Lot in the future, by acceptance of a deed therefore, whether it is expressly set forth in such deed or not hereby: (1) grants and conveys to the County a lien against each of the Lots held or acquired by them to pay the Remedial Costs, (2) covenants and agrees to perform all promises, undertakings, and obligations set forth in this Agreement and/or Plan, including payment to the County of all Remedial Costs (inclusive of applicable Default Interest, Late



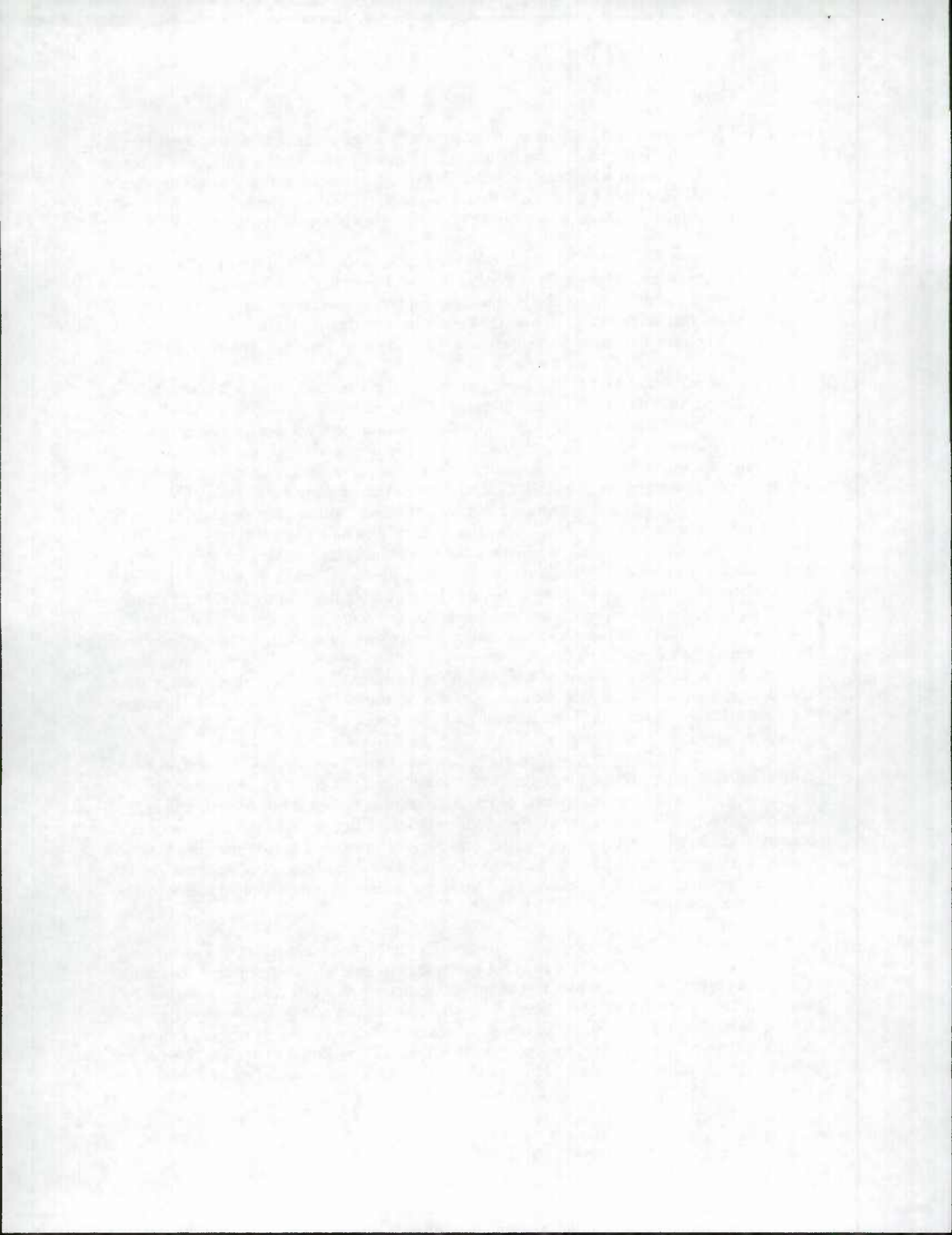
Fee(s) and Attorneys' Fees) assessed against that Owner's Lot pursuant to this Agreement, (3) grants to County, to secure payment of the Remedial Costs assessed against that Owner's Lot, a lien upon the Lot against which the Remedial Costs are assessed, and (4) grants to County a power of sale and assents 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 to 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 at any time thereafter until paid in full. Further, under no circumstances shall any Secured Party have any personal liability hereunder.

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

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

D. Priority of Lien. The lien for delinquent Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) provided for in this Agreement shall have priority from and after the date upon which this Agreement is recorded among the Land Records of Talbot County, Maryland over the lien of any subsequently recorded deed of trust, mortgage instruments or other encumbrances duly recorded on any Lot following the recordation of this Agreement. The sale or transfer of any Lot shall not affect any lien imposed against such Lot pursuant to this Agreement. No sale or transfer of a Lot shall relieve



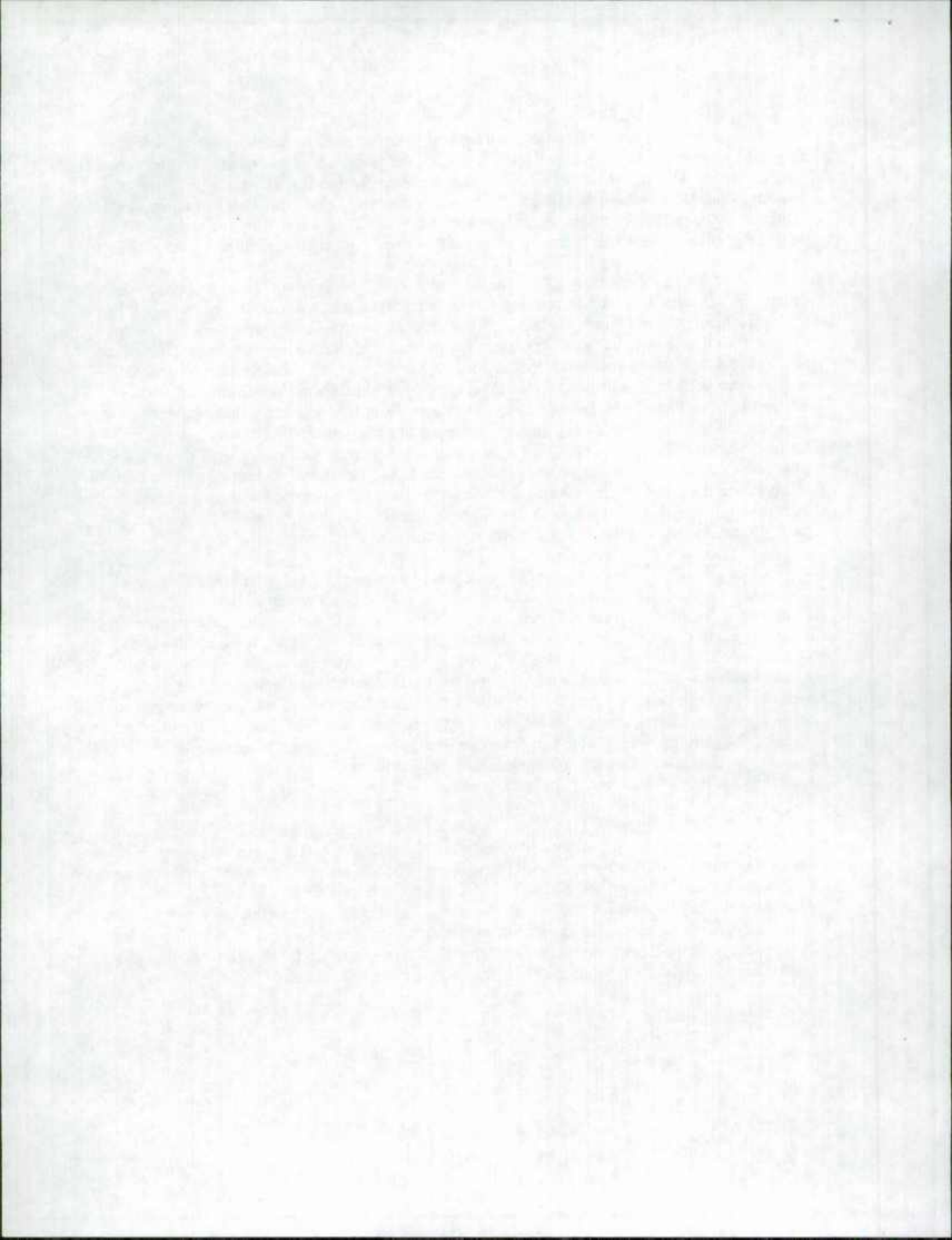
the Owner of the Lot from liability for any Remedial Costs assessed by invoice prior to such sale or transfer or from the lien for such Remedial Costs. The purchaser of a Lot shall be jointly and severally liable with the seller for all accrued and unpaid Remedial Costs (including, without limitation, all Default Interest, Late Fee(s) and Attorneys' Fees) against the Lot, without prejudice to the purchaser's right to recover from the seller amounts paid by the purchaser for unpaid Remedial Costs which accrued prior to the purchaser's acquisition of title.

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

11. Compliance Certificate. A certificate in writing, signed by a representative of County substantially in the form attached as Exhibit C, will be given within 30 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 Two Hundred Fifty Dollars (\$250.00) may be collected by County in advance for each such certificate so issued.

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

13. General Provisions:



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

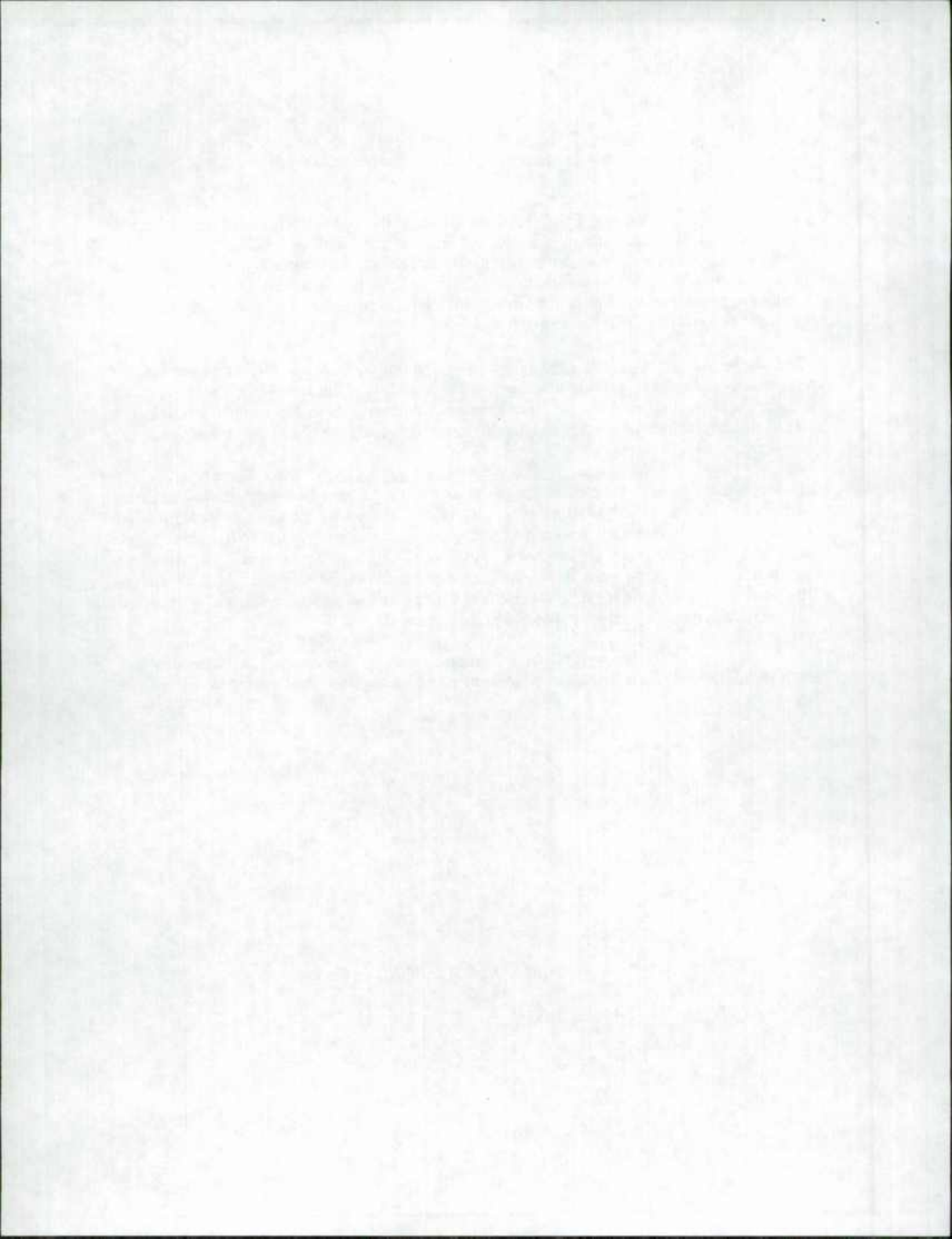
B. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall touch, concern, run with and bind the Lots, shall be binding upon Developer and its respective heirs, personal representatives, successors, transferees and assigns and shall inure to the benefit of and be enforceable by County. Remedial Costs related to a Default shall constitute personal obligations of the Owner at the time of default and all future Owner(s) of a Lot until the Remedial Costs are paid in full.

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 principles, 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.

*SIGNATURES ON FOLLOWING PAGES*





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

Elsa Helen Dwyer

Sandy Coyman

Date: 6.29.10

Sandy Coyman  
Talbot County Planning Officer

Approved for Legal Form and Sufficiency,

this 29<sup>th</sup> day of June, 2010

Michael L. Pullen

Michael L. Pullen, County Attorney

STATE OF MARYLAND, COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of June, 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.

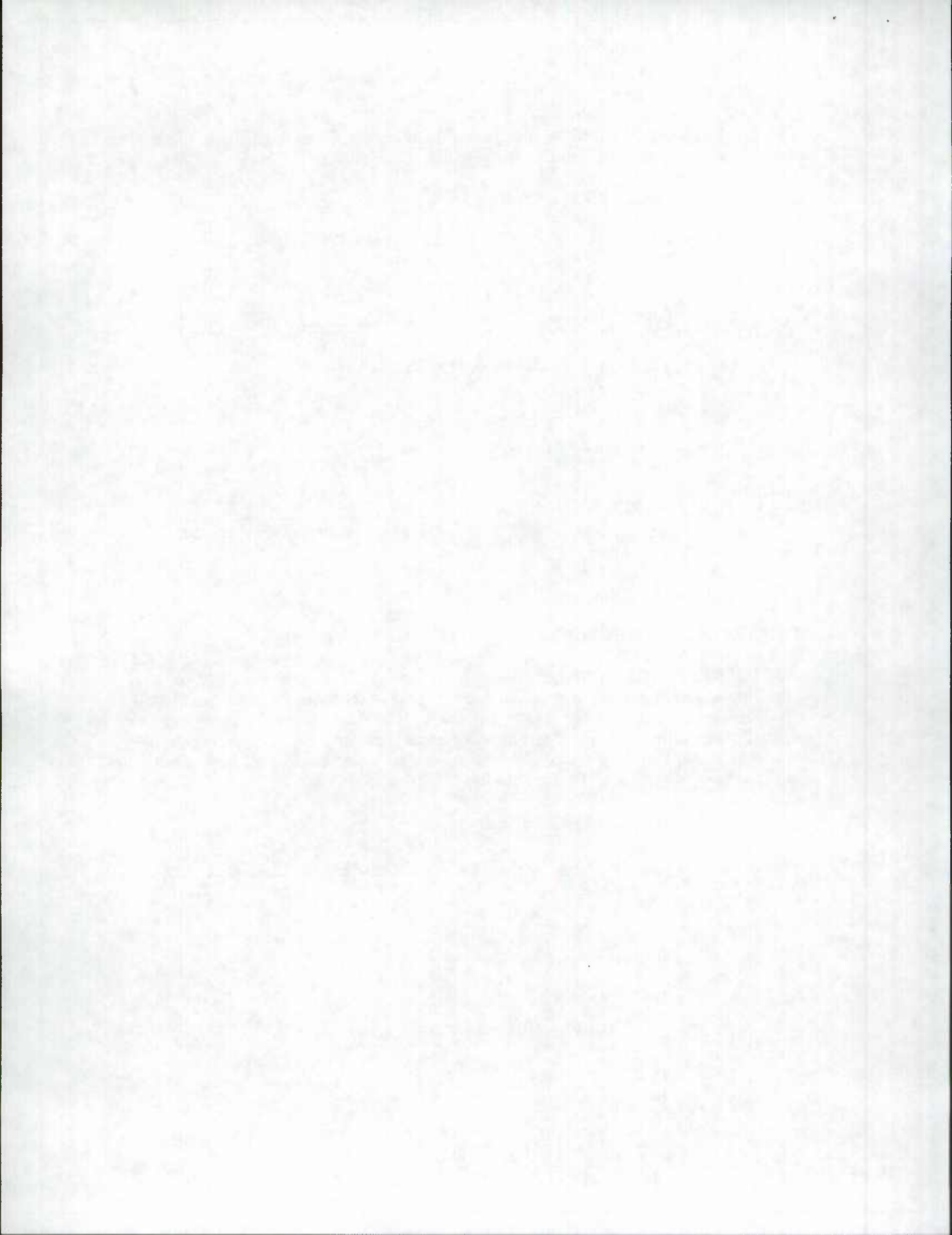
WITNESS my hand and Notarial Seal.

My Commission expires:



Elsa Helen Dwyer  
Notary Public

SIGNATURES CONTINUE ON FOLLOWING PAGE



ATTEST:

MAXMORE PROPERTIES, INC.

*[Handwritten signature]*

*Barbara S. Kight*  
By: Barbara S. Kight, President

Date: 6/28/10

STATE OF MARYLAND, COUNTY OF Talbot, TO WIT:

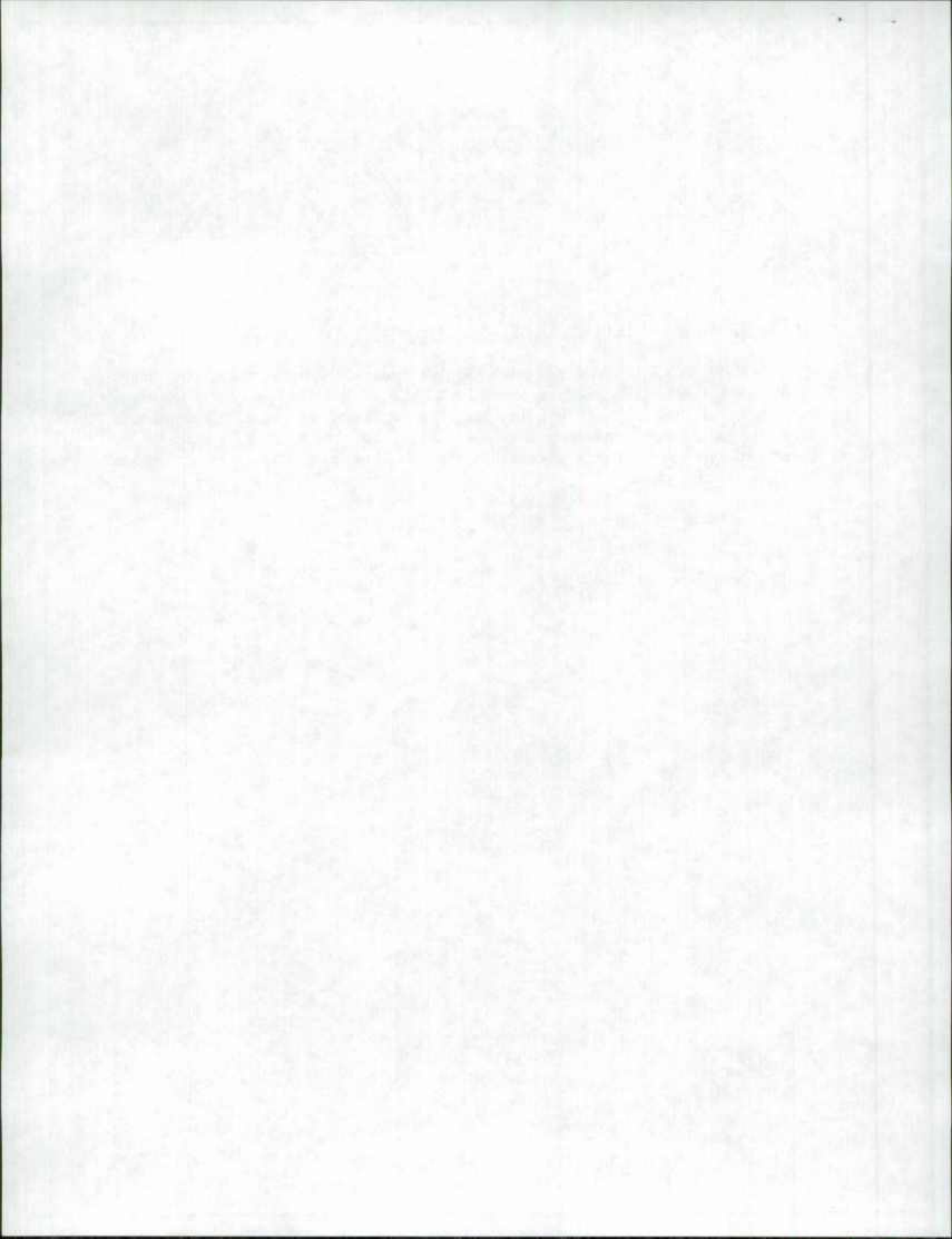
I HEREBY CERTIFY, that on this 28<sup>th</sup> day of June, 2010, before me, a Notary Public of the State aforesaid, personally appeared BARBARA S. KIGHT, President of Maxmore Properties, Inc, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and 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 President.

WITNESS my hand and Notarial Seal.

My Commission expires: 2/1/2011

*Elizabeth J. Kirl*  
Notary Public





**EXHIBIT A**

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

\_\_\_ - Lot \_\_\_

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement, Deed of Trust 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") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ and recorded among the Plat Records of Talbot County in Plat Book \_\_, pages \_\_\_ ("Plat");

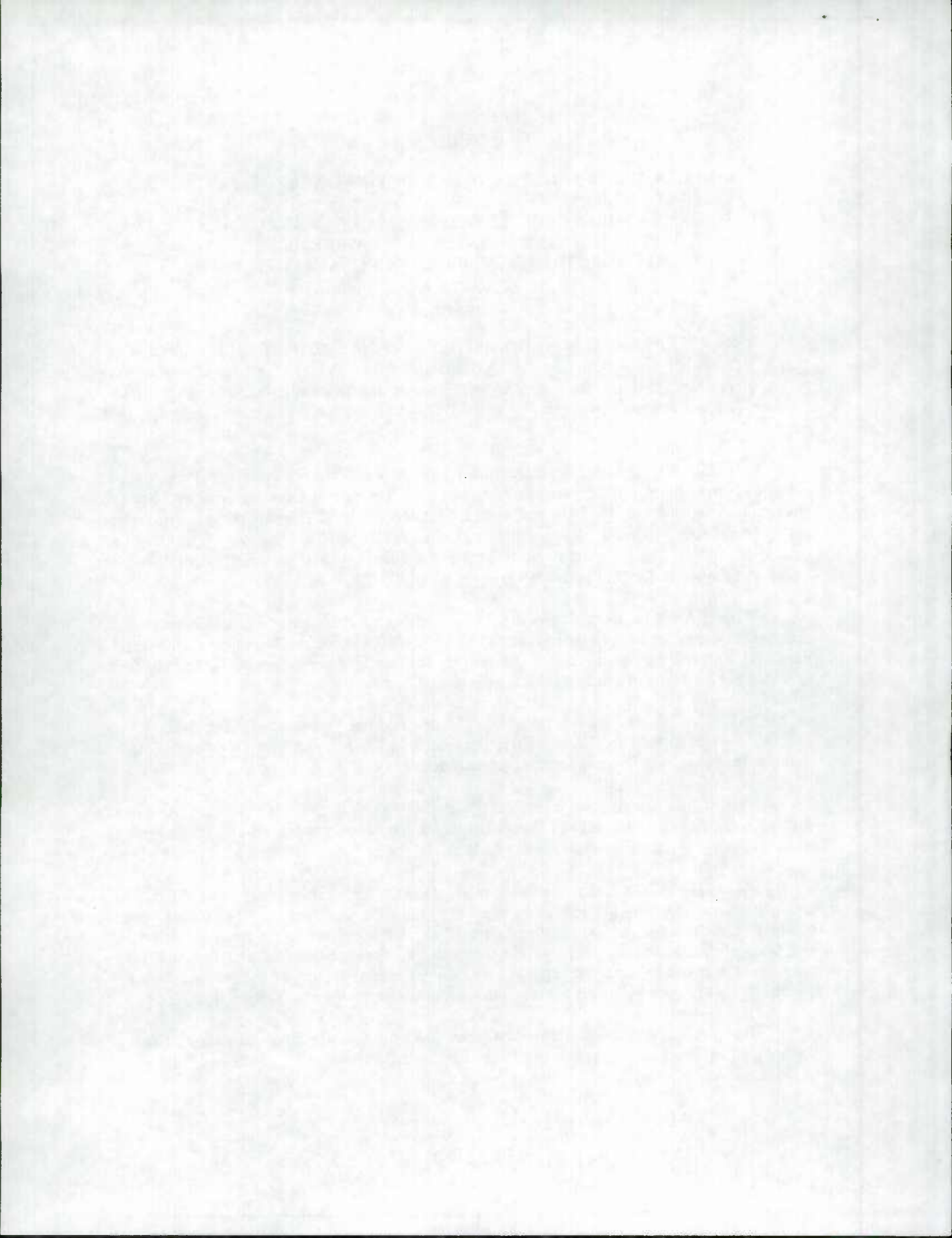
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner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

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

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

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

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



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

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

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

**APPROVED AND AGREED TO:**

ATTEST: TALBOT COUNTY, MARYLAND

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

(SEAL) Date: \_\_\_\_\_

Approved for Legal Form and Sufficiency,

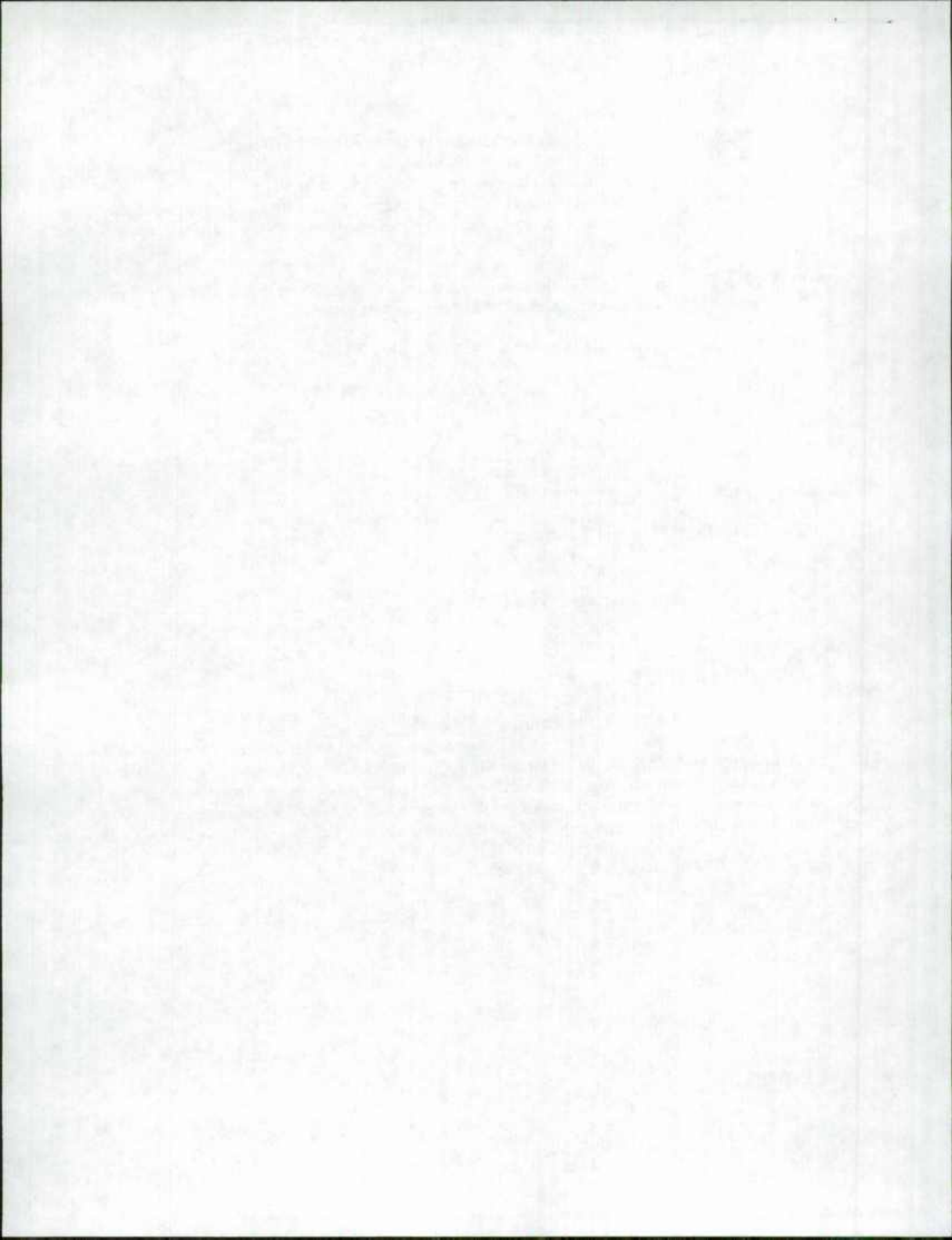
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Michael L. Pullen, County Attorney

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public of the State aforesaid, personally appeared SANDY COYMAN, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Release, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

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





**EXHIBIT B**

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

**\_\_\_ - Lot \_\_\_**

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement, Deed of Trust 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 \_\_\_ ("Lots") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ and recorded among the Plat Records of Talbot County in Plat Book \_\_, pages \_\_\_ ("Plat");

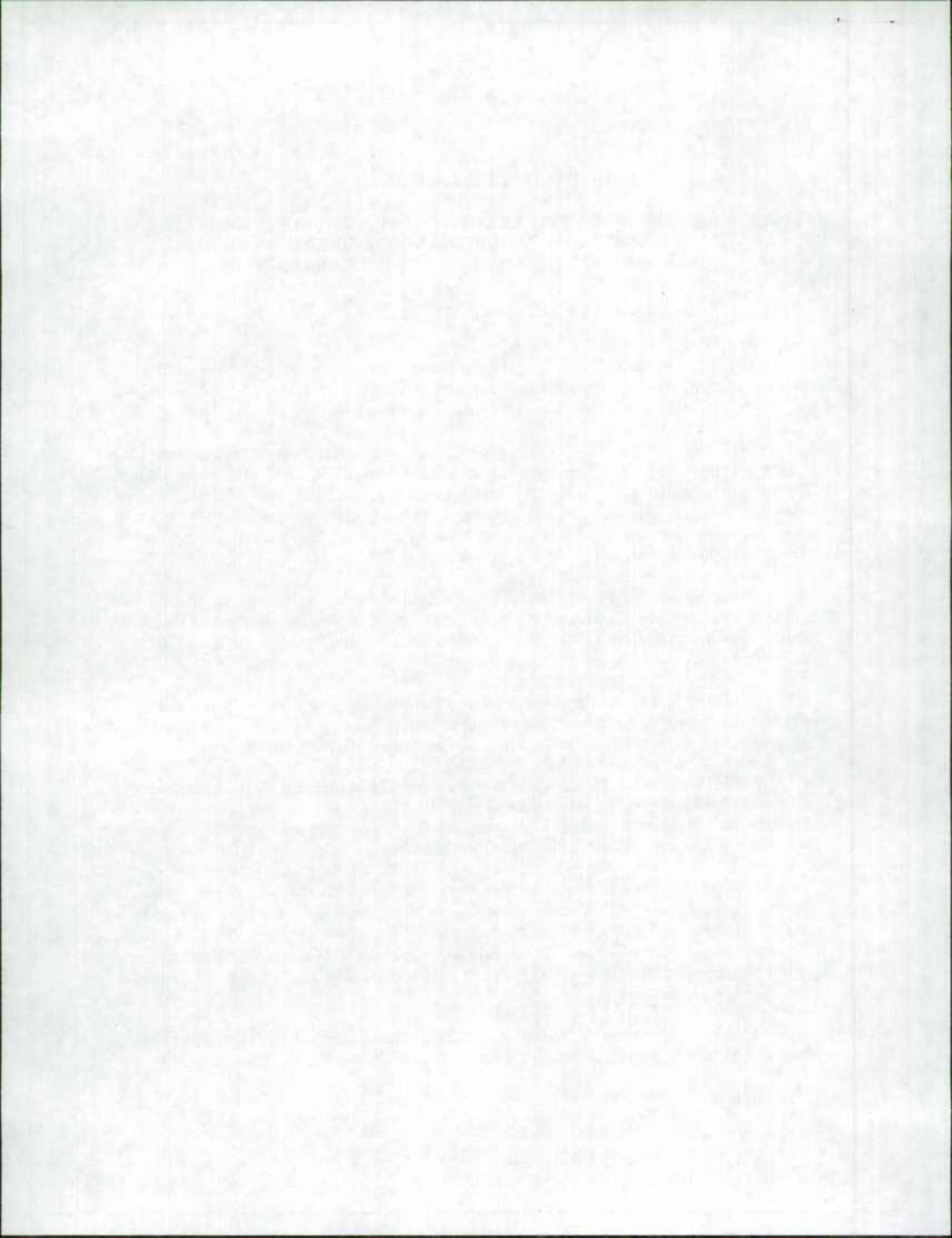
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner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

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

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

NOW THEREFORE, that in consideration of the Owner's provision of the alternative surety and other good and valuable considerations, the County does hereby forever release, acquit, discharge and exonerate the Released Lot of and from the lien, operation, force, encumbrance and effect of the lien and provisions of Paragraph 10 of the Surety Declaration, and of and from any and all process that may or can be issued in execution thereon in law, equity or otherwise howsoever.

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



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

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

**APPROVED AND AGREED TO:**

ATTEST: TALBOT COUNTY, MARYLAND

\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_  
 Sandy Coyman  
 Talbot County Planning Officer

Approved for Legal Form and Sufficiency,

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

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public of the State aforesaid, personally appeared SANDY COYMAN, who acknowledged himself to be the Planning Officer of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Partial Release, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

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

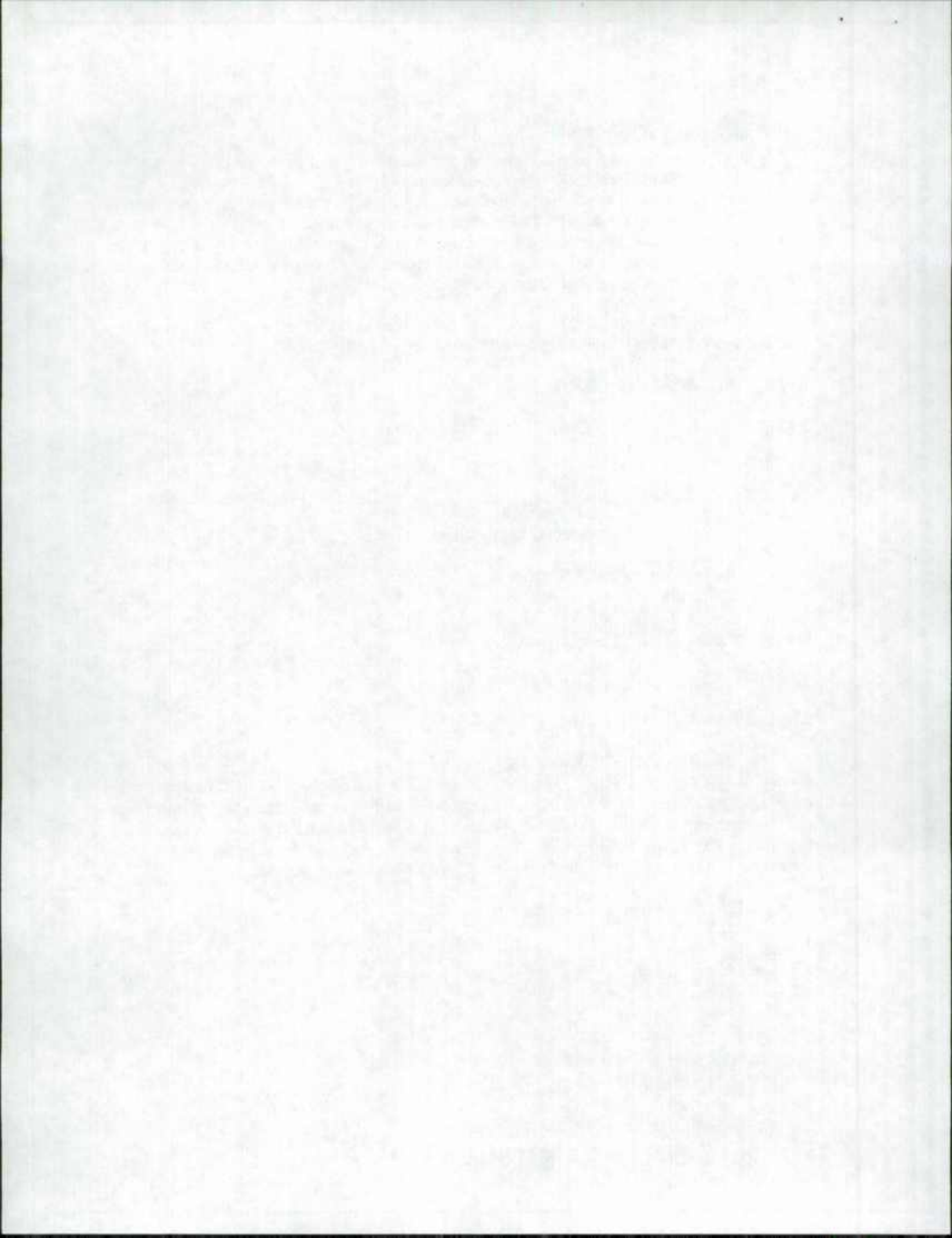


EXHIBIT C

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

\_\_\_ - Lot \_\_\_

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement, Deed of Trust 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") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ 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;

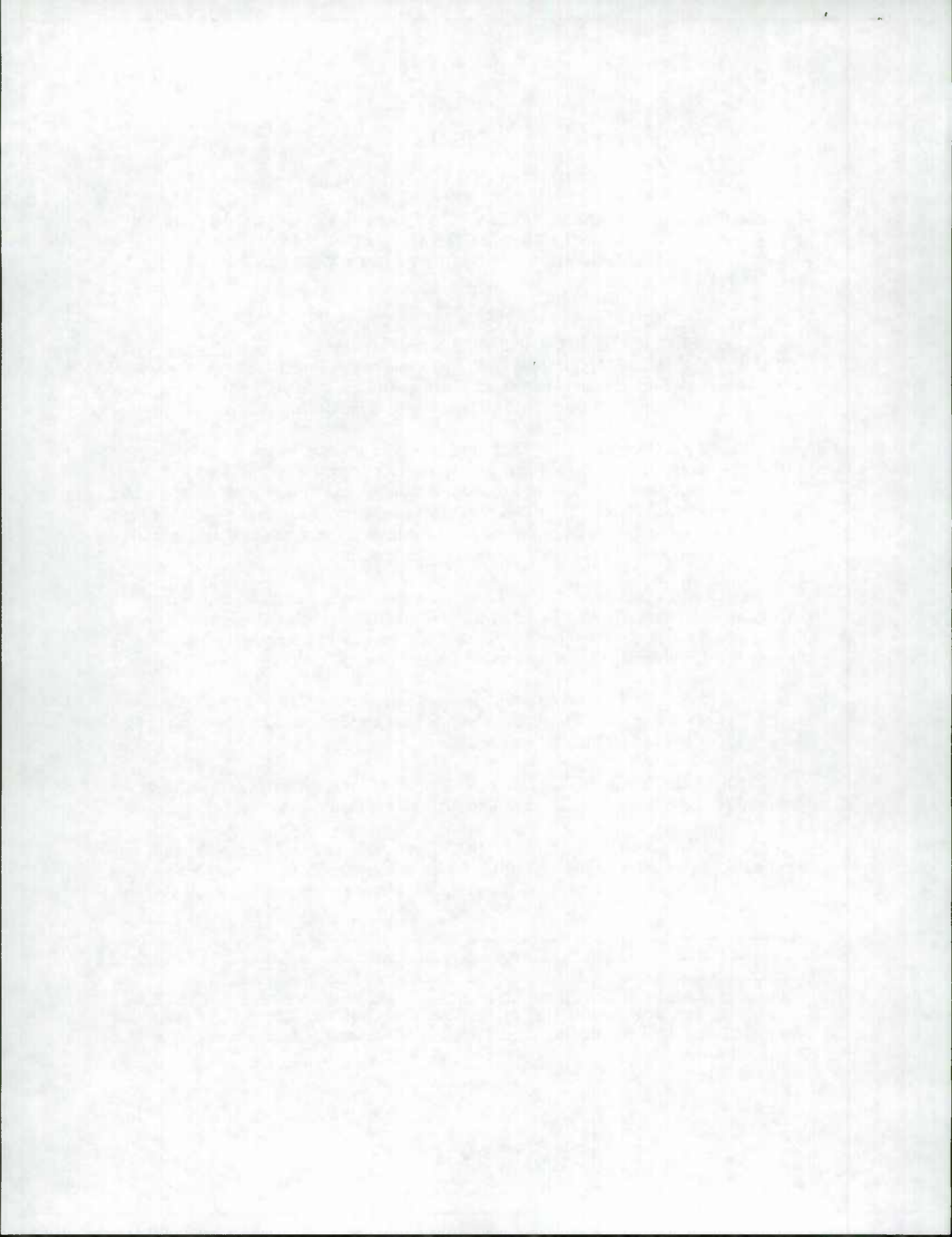
THE COUNTY HEREBY CERTIFIES that, as of the date hereof, the status of the Certified Lot's compliance with the Surety Declaration is as follows:

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

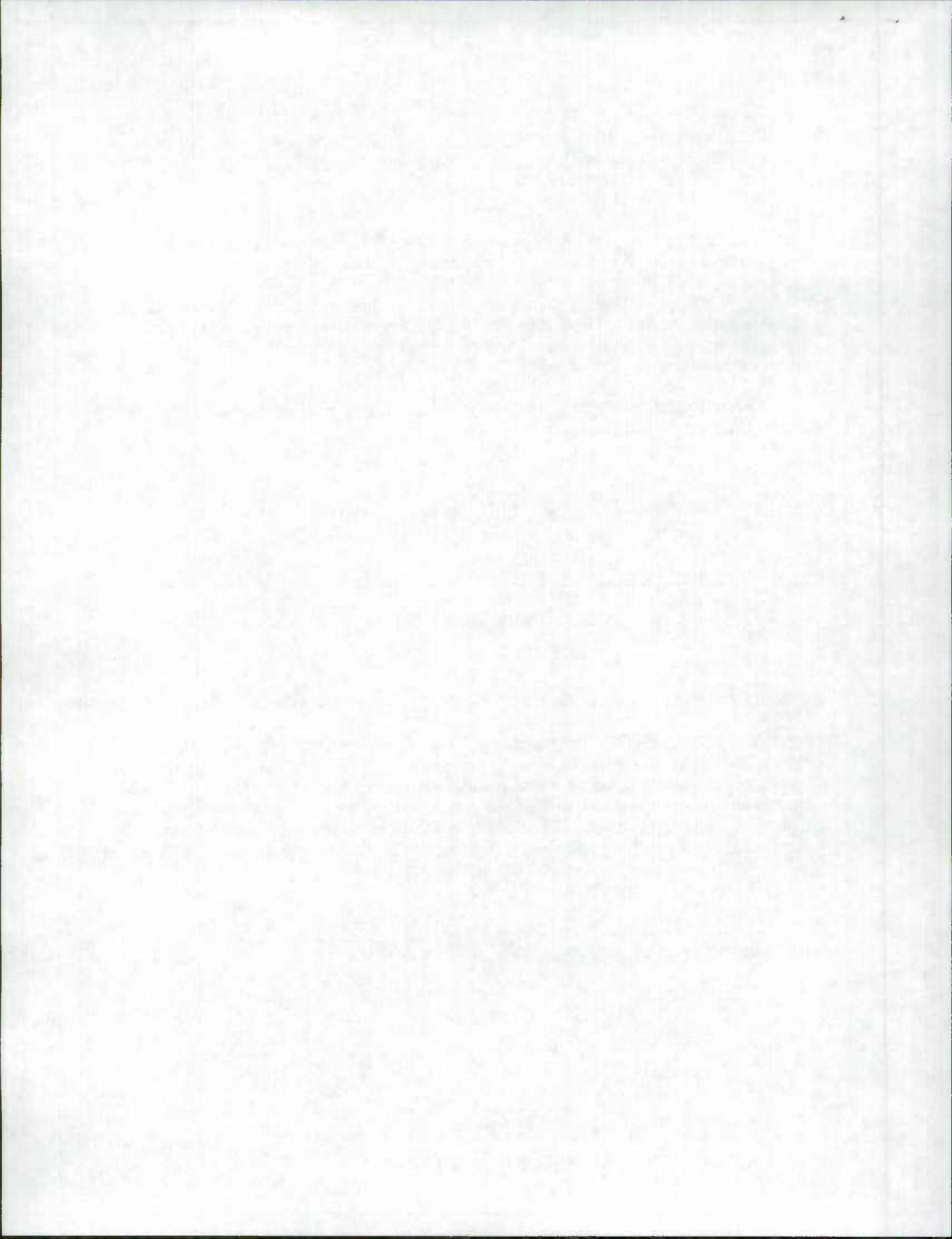
\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_  
 Sandy Coyman  
 Talbot County Planning Officer

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

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 D**

**SUMMARY OF REGULATORY REQUIREMENTS  
AND  
PLANTING, MAINTENANCE AND INSPECTION SPECIFICATIONS.**

**OWNER:** Maxmore Properties, Inc.  
829 Central Avenue  
Linthicum, Maryland 21090-1401

Deed Reference: 951/397  
Plat Reference: N/A

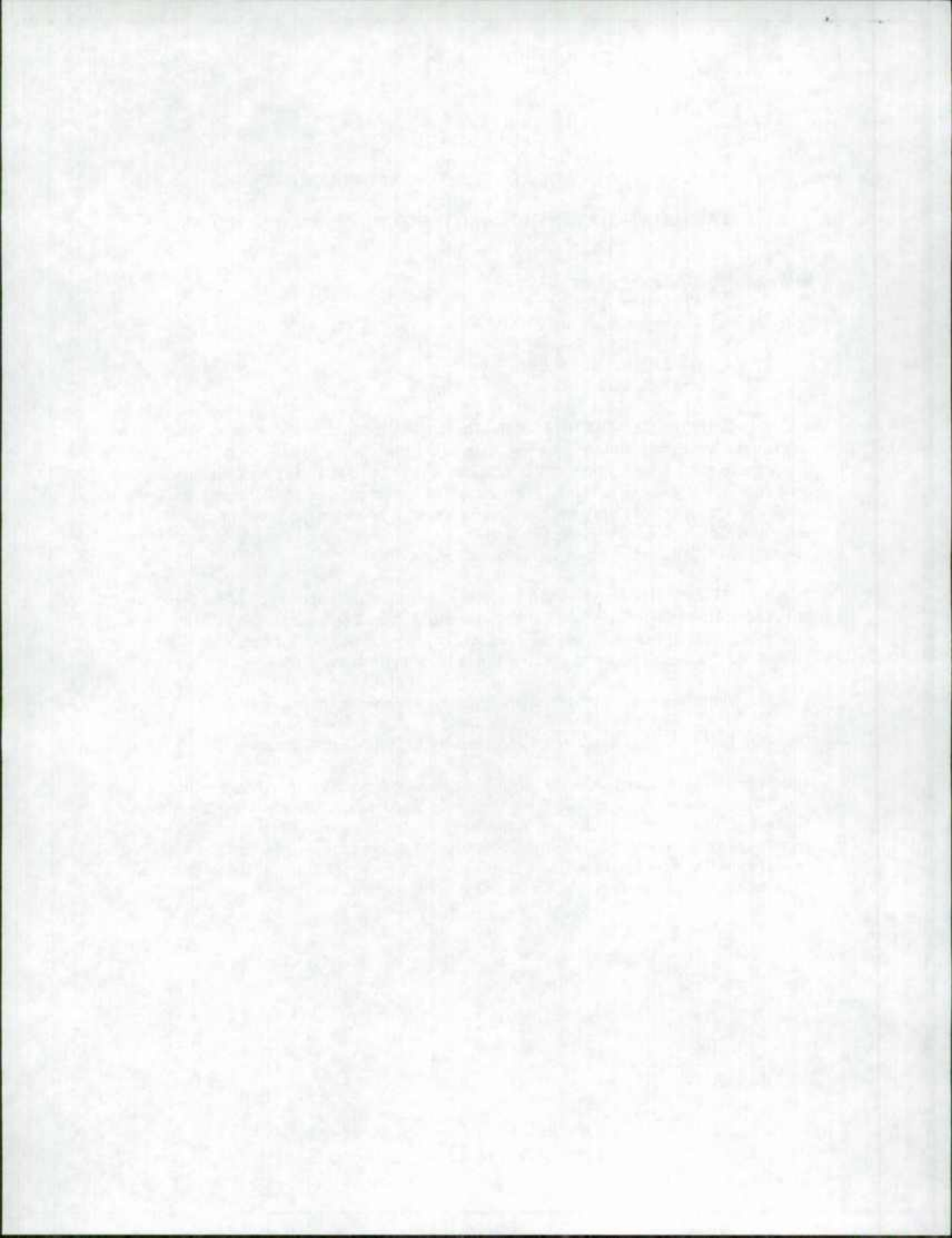
**EXISTING PROPERTY CONDITIONS:** The property is currently undeveloped except for an existing silo and agricultural well; the remainder of the site is in active agricultural land use. A forest fringe exists along portions of the shoreline, with hedgerows along agricultural drainage ditches. The forested fringes consist of mixed upland species including loblolly pine, red and white oak, red cedar, hackberry and black cherry and with sweet gum and persimmon located in some of the lower, wet areas. Except for some minor internal hedgerow clearing as needed for agricultural use, all existing forest will be preserved.

**PLAN PURPOSE:** The owner/applicant proposes a revision and subdivision of their property at Tax Map 41, Parcel 60. Revised Tax Parcel 60 (Remaining Lands Parcel "A") is revised with an adjoining parcel (Parcel 62) and is further subdivided to create Lots 1, 2 and 3; all 3 lots are located within the critical area and will remain in active agriculture.

This plan addresses one (1) forest or natural vegetation establishment requirement:

A. Lots 1, 2, 3 and Remaining Lands, Parcel "A" Buffer Establishment-

The owner intends to maintain Lots 1, 2, 3 and Remaining Lands, Parcel "A" entirely in agricultural land use for some time. When this agricultural land use changes within the Buffer or Expanded Buffer on any particular lot, then these areas of such lot shall be established in natural vegetation as shown hereon. The Buffer Establishment Afforestation Area located on Remaining Lands Parcel "A" shall be planted in conjunction with the planting of the Buffer Establishment Afforestation Area on the earlier of Lots 1 or 2 to trigger the buffer planting for such lot.



**FOREST PRESERVATION & BUFFER ESTABLISHMENT REQUIREMENTS**

- A. Fully establish the upland, non-forested portions of the Buffer or Expanded Buffer in natural vegetation in accordance with COMAR 27.01.09.01-1.b. (1) - "Creation of a new subdivision or new lot"- for proposed Lots 1, 2, 3 and Remaining Lands, Parcel "A"

Total buffer and expanded buffer acreage: 17.248 ac.  
 Buffer existing in forest or wetlands 3.697 ac.  
 Buffer to be established in natural vegetation: 12.403 ac.

Planting requirements (COMAR 27.01.09.01-2.h): Establishment, greater than 5 acres - at least 10% of the buffer establishment afforestation to be planted in landscape stock in accordance with the following table;

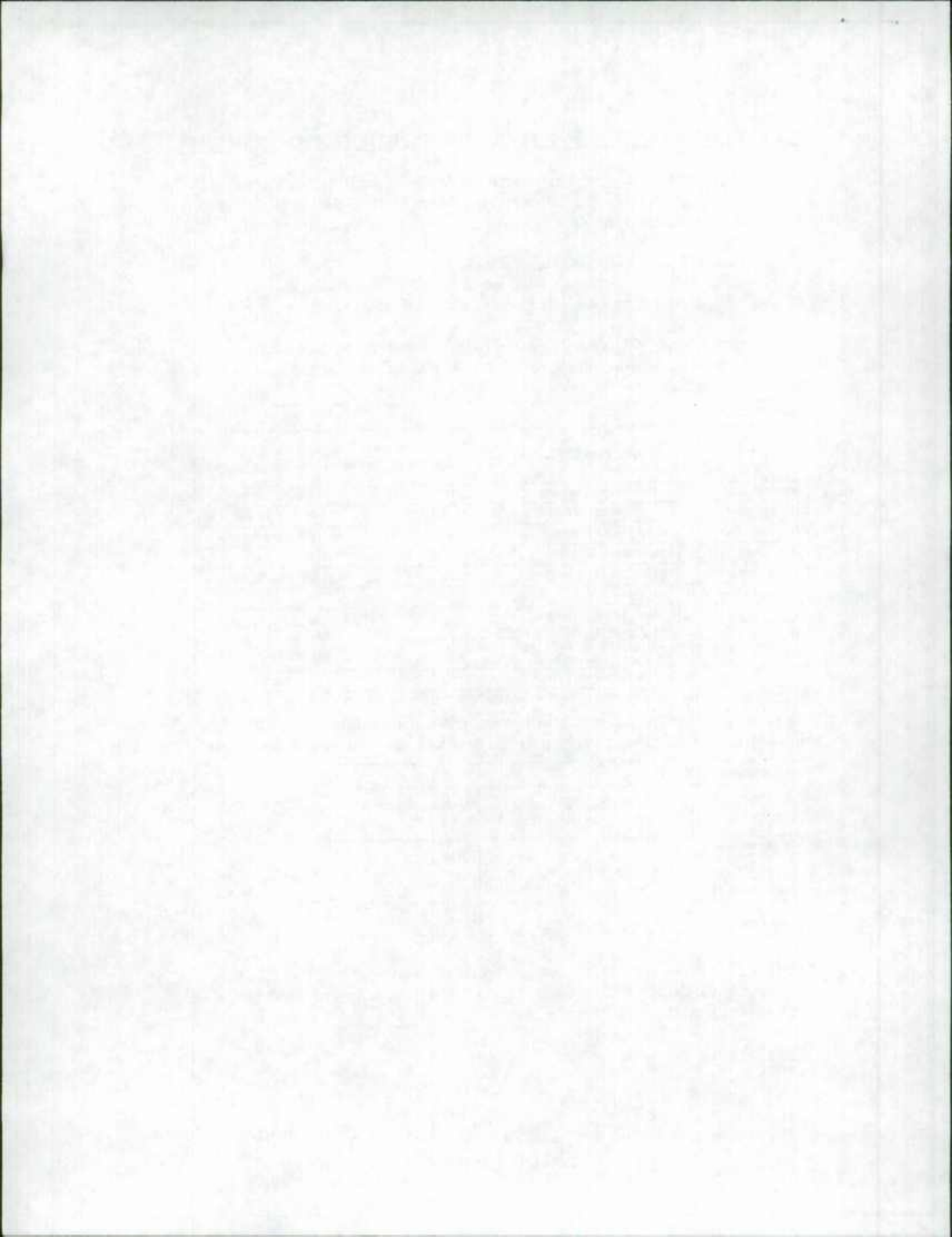
COMAR 27.01.09.01-2.I			
Vegetation Type	Minimum Size Eligible for Credit	Maximum Credit Allowed (Square Feet)	Maximum Percent of Credit
Canopy Tree	2 - inch caliper and 8 feet	200	Not Applicable
Canopy Tree	1 - inch caliper and 6 feet	100	Not Applicable
Understory Tree	1 - inch caliper and 6 feet	75	Not Applicable
Large Shrub	1 gallon and 4 feet high	50	30
Small Shrub	1 gallon and 18 inches high	25	20
Herbaceous Perennial*	1 quart	2	10
Planting Cluster 1 *	1 canopy tree; and 3 large shrubs or 6 small shrubs of sizes listed above	300	Not Applicable
Planting Cluster 2 *	2 understory trees; and 3 large shrubs or 6 small shrubs of sizes listed above	350	Not Applicable
Canopy Tree	2 - inch caliper and 8 feet	200	Not Applicable

\* These options are available only for buffer establishment and buffer mitigation of less than 1 acre.

The balance of required buffer establishment afforestation plantings not installed in accordance with 27.01.09.01-2.i. above shall be provided in accordance with the following table:

COMAR 27.01.09.01-2.K			
Stock Size of Trees Only	Required Number of Stems Per Acre	Survivability Requirement	Minimum Assurance Period After Planting
Bare-root seedling or whip	700	50 percent	5 years
1/2-inch to 1-inch container grown trees	450	75 percent	2 years
More than 1-inch container grown trees	350	90 percent	2 years

COMAR 27.01.09.01-3.J. (3) (a) - A single species may not exceed 20% of the total planting requirement; and COMAR 27.01.09.01-3.J. (3) (b) - Shrubs may not exceed 50% of the total planting requirement.



**FOREST PRESERVATION & BUFFER ESTABLISHMENT PROPOSAL**

A. Buffer and Expanded Buffer Areas to be Established = 12.403 ac.

Landscape Stock Plantings-(10.0%)- 54,027 SF (1.24 ac)

135- 2" cal. trees @ 200 SF Credit each = 27,000 SF credit

324- Large shrubs (>4 ft) @ 50 SF Credit each = 16,200 SF credit

434- Small shrubs (18"-24") @ 25 SF Credit each = 10,850 SF credit

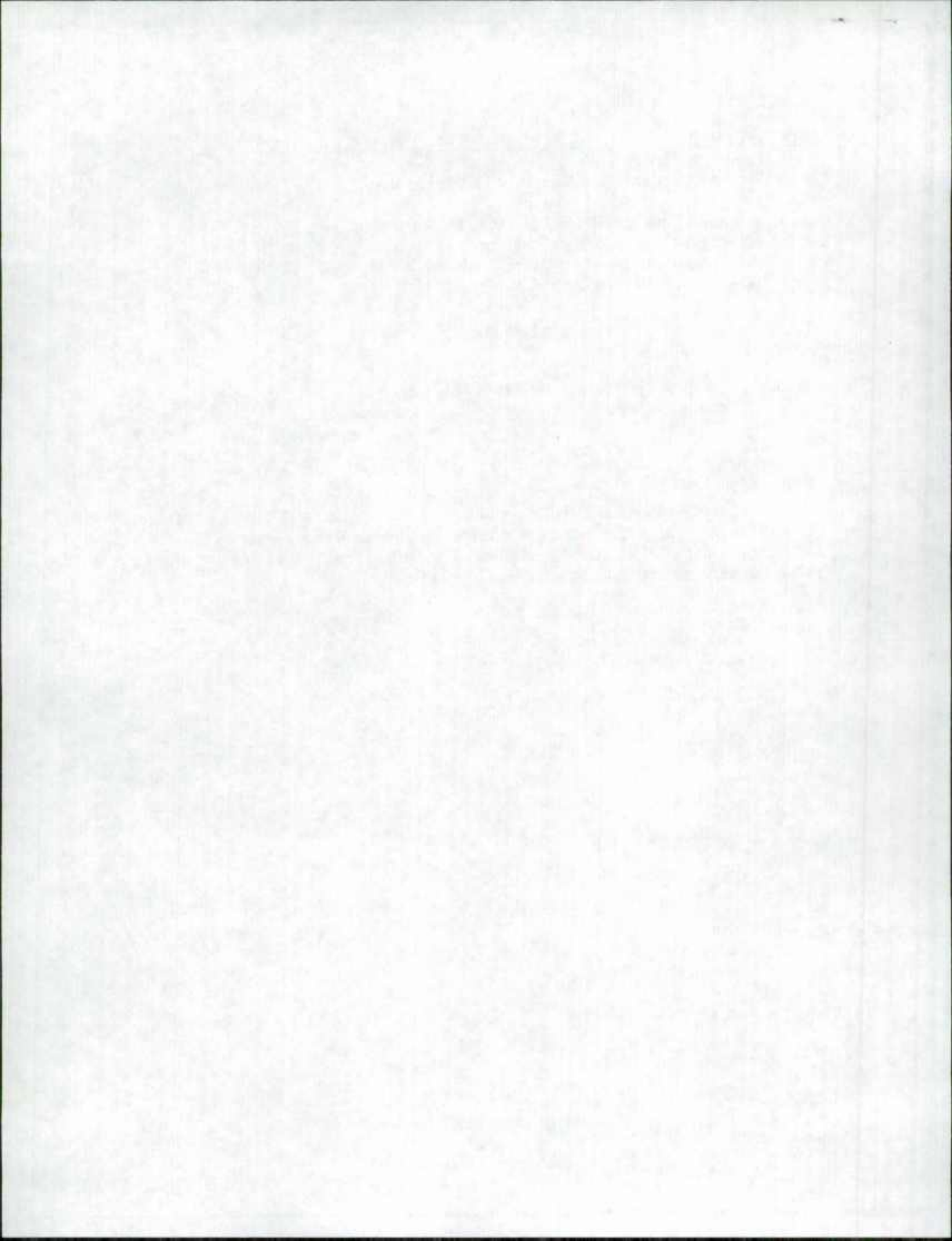
Total 54,050 SF (1.24 ac)

Seedling Stock Plantings (90.0%)- 486,247 SF (11.16 ac)

11.16 ac. x 700 stems/acre = 7,812 stems required

8,000 stems provided

The Total Forest Preservation & Buffer Establishment Area provided = 12.4 acres, all of which is Buffer Establishment. The Buffer Establishment Plantings shall be implemented in accordance with the Critical Area Forest Preservation-Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration.

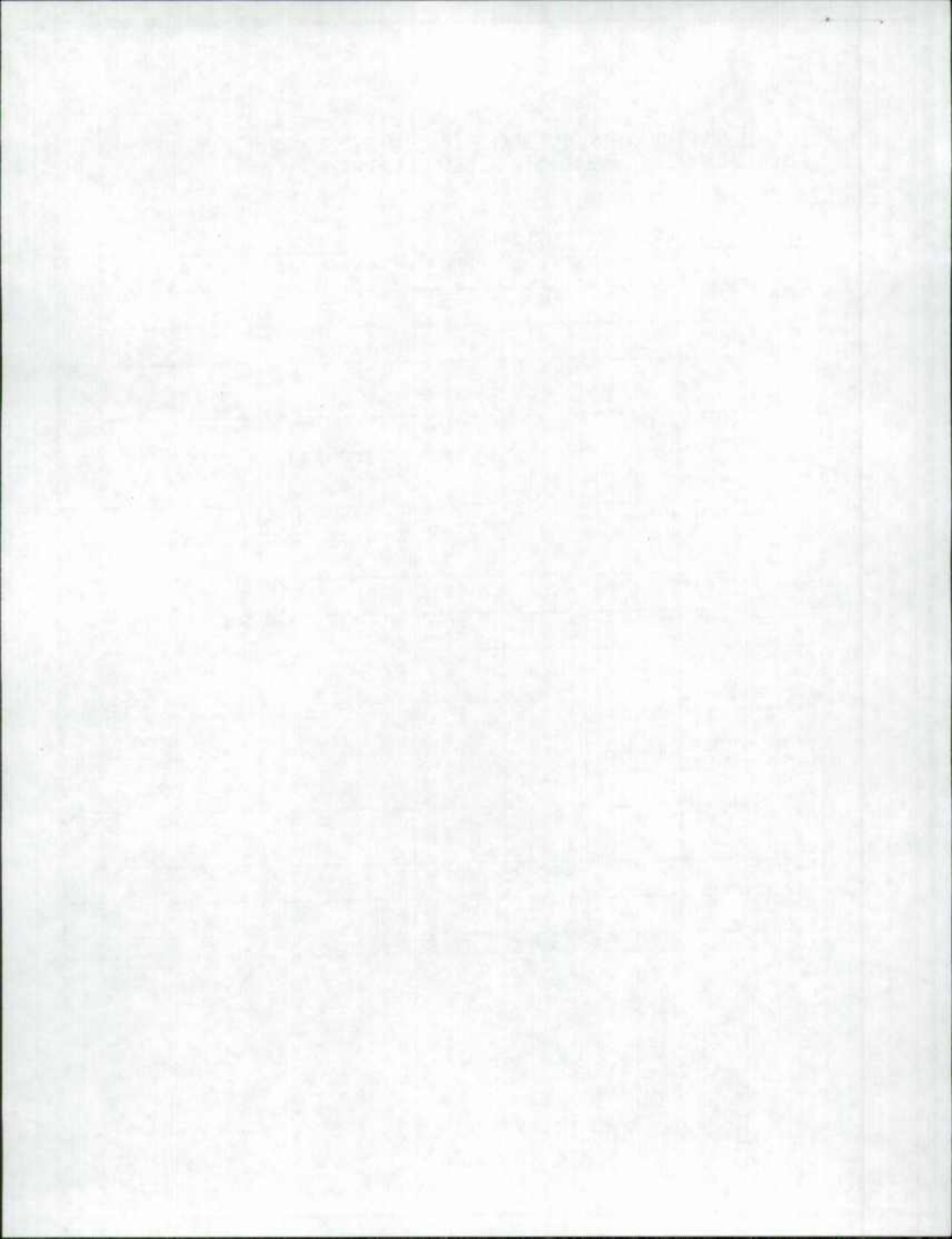


**FOREST PRESERVATION - BUFFER ESTABLISHMENT STOCKING & SPECIES  
CHART AND ESTIMATED PLANT MATERIAL COSTS**

**A. BUFFER ESTABLISHMENT**

**LANDSCAPE STOCK PLANT LIST (1.24 AC.)**

	SYMBOL	SIZE	NUMBER	ESTIMATE COST PER PLANT	TOTAL ESTIMATED COST
Willow oak - <i>Quercus phellos</i>	Qp	2-2½"	27	130.00	3510.00
Red maple <i>Acer rubrum</i>	Ar	2-2½"	27	140.00	3780.00
American Sycamore <i>Plantanus occidentalis</i>	Po	2-2½"	27	130.00	3510.00
Common Hackberry <i>Celtis occidentalis</i>	Co	2-2½"	27	130.00	3510.00
Northern Red Oak <i>Quercus rubra</i>	Qr	5-6'	27	135.00	3645.00
Bayberry <i>Myrica pennsylvanica</i>	Mp	18-24"	81	11.25	911.25
Bayberry <i>Myrica pennsylvanica</i>	Mp	> 4'	71	22.00	1562.00
Winterberry <i>Ilex verticillata</i>	Iv	18 -24"	86	10.75	924.50
Winterberry <i>Ilex verticillata</i>	Iv	> 4'	72	19.00	1368.00
Arrowwood Viburnum <i>Viburnum dentatum</i>	Vd	18-24"	105	9.25	971.25
Arrowwood Viburnum <i>Viburnum dentatum</i>	Vd	> 4'	74	26.00	1924.00
Lowbush Blueberry <i>Vaccinium agustifolium</i>	Va	#1 container	76	4.95	376.20
High bush Blueberry <i>Vaccinium corymbosum</i>	Vc	> 4'	49	26.00	1274.00
Waxmyrtle <i>Myrica cerifera</i>	Mc	18-24"	86	9.75	838.50
Waxmyrtle <i>Myrica cerifera</i>	Mc	> 4'	58	16.00	928.000
<b>Totals</b>			<b>893</b>		<b>\$29,032.70</b>





SEEDLING STOCK PLANT LIST- 8,000 STEMS TOTAL (11.16 AC.)

PLANT NAME	SIZE	NUMBER	SPACING	COST PER SEEDLING	TOTAL COST
Loblolly Pine <i>Pinus taeda</i>	Seedling	1600	8x8'	.055	88.00
Chestnut oak <i>Quercus prinus</i>	Seedling	1600	8x8	0.26	416.00
Northern Red Oak <i>Quercus rubra</i>	Seedling	1600	8x8	0.50	800.00
Gray dogwood <i>Cornus racemosa</i>	Seedling	1600	8x8	0.26	416.00
Indigo bush <i>Amorpha fruticosa</i>	Seedling	1600	8x8	0.10	160.00
		8,000			\$1,880.00

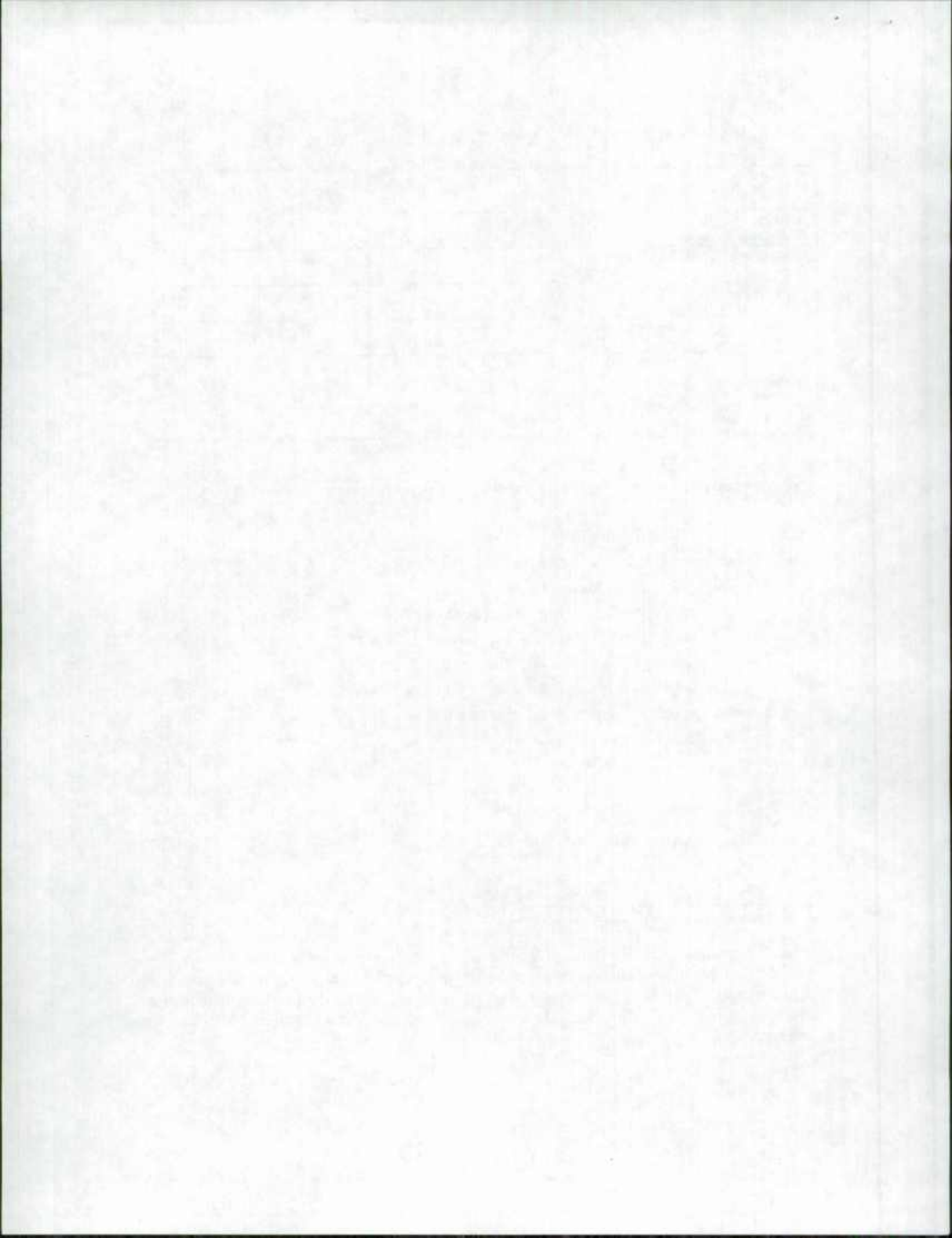
**FOREST PRESERVATION -BUFFER ESTABLISHMENT COST ESTIMATE**

**A. BUFFER ESTABLISHMENT**

Landscape Material Stock and Installation (2 x Plant Cost)	\$58,065.40
Seedling Stock Plant Material Cost	\$ 1,880.00
Installation Costs - 2 Acre Minimum (\$125.00 per Acre x 11.16 Acres)	\$ 1,395.00
Band Spraying RoundUp (\$80.00 per Acre x 11.16 Acres)	\$ 892.80
4' Tree Shelters W/Stake For 50% of Chestnut & Northern Red Oak, Plus Installation @ \$ 4.00 Ea. x 1600 Shelters	\$ 6,400.00
Forest Protection Signs & Posts, plus installation 25 signs @ \$15.00 each	\$ 375.00
<b>Subtotal</b>	<b>\$69,008.20</b>
10% Contingency	\$ 6,900.82
<b>Total Costs for Buffer Establishment:</b>	<b>\$75,909.02</b>

**PLANT INSTALLATION SPECIFICATIONS**

Overall compliance with the terms of this Forest Preservation-Buffer Management Plan including all maintenance and warranty requirements prescribed hereon is the responsibility of the owner/developer. Maintenance, warranty and plant material survival responsibilities of the landscape contractor ("contractor") shall be as specifically negotiated between owner/developer and contractor.



All work shall be accomplished with qualified personnel, utilizing industry standard practices and techniques. The contractor (contractor) is responsible for the complete installation of all landscaping shown or implied on this plan. Prior to installation the contractor shall notify the landscape architect or plan preparer if site planting conditions warrant re-design consideration.

The landscape architect or plan preparer shall reject any and all plant material that does not meet spec, is diseased, or is otherwise unhealthy.

#### **SITE PREPARATION**

Planting areas that have been in consistent agricultural production shall be planted with no other required site preparation.

Planting areas that are overgrown in weeds or noxious plants shall be sprayed with roundup and then disked after 3 weeks and then planted.

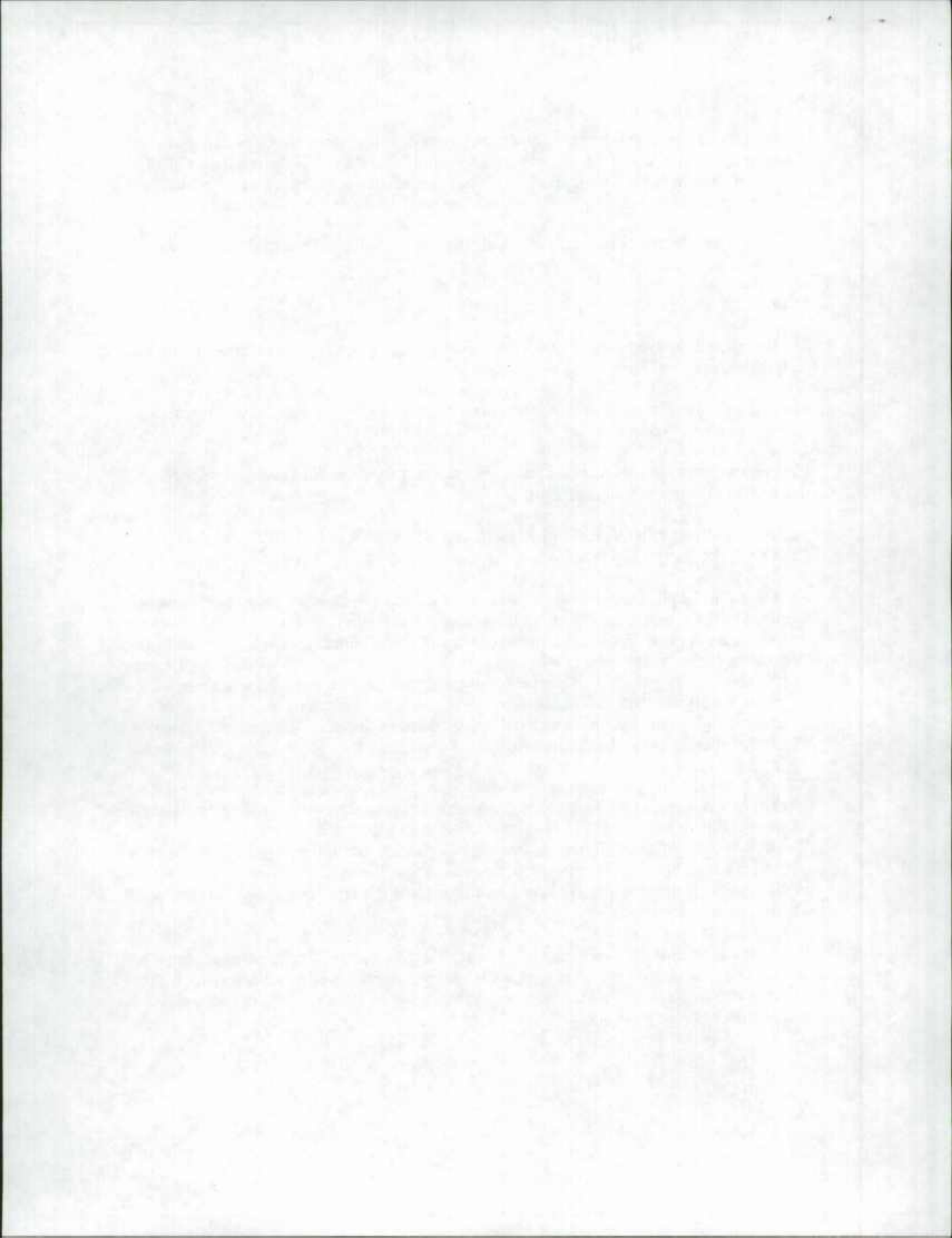
Planting areas that are vegetated and stable with minimal weeds shall be mowed to 8" or as required for planting or seedling installation.

#### **PLANTING SPECIFICATIONS- LANDSCAPE STOCK (BALL & BURLAP AND/OR CONTAINER GROWN STOCK)**

Plant Material- all plant material shall conform to the American Standard for Nursery Stock as approved by the American National Standards Institute, Inc. latest edition. All plant material shall be nursery grown with sound horticultural practices and unless otherwise approved by the landscape architect, grown in soil and climatic conditions similar to this project site. All material shall exhibit healthy growth with good branching structure, dense foliage and a fibrous, developed root system. All material shall be free of insect infestation and disease. The owner reserves the right to have the plant material inspected and tagged at the growing site, and to reject any deficient material at the job site.

Plant Material Handling- all plant material shall arrive at the job site in a healthy condition. Cracked root balls and other damaged materials shall be rejected and replaced by contractor. The contractor shall stage delivery and plant installation to minimize stress on plant material. Material to be staged on or off the job site shall be located to maximize protection from hot sun and drying winds, and shall be watered to maintain a stress free condition. On-site water may not be available for contractor use. The lack of available water shall not relieve the contractor of adequate maintenance.

The contractor shall verify the location of all underground utilities prior to commencing work. Coordinate with other contractors on site and miss utility to verify utility locations. Any repairs to existing underground utilities required as a result of actions of the contractor and/or his assigns shall be borne by contractor.



Planting Bed/Pit Preparation- contractor shall layout beds and position plants for approval by Landscape Architect. Review any significant field adjustments prior to installation. All bed areas shall be treated with herbicide to kill weed or grass vegetation.

All tree pits and individual shrub planting pits shall be excavated to a depth so that the plant root flare shall lie at the finished grade surrounding the plant or plantings. Remove soil that may have been placed on top of root ball or settled around trunk or root flare during transport to adequately expose root flare so proper planting depth can be established. The root ball shall rest on undisturbed or stabilized soil. The contractor shall notify the Landscape Architect if this planting depth specification cannot be implemented. Tree planting pits shall be excavated to a width equaling twice the root ball diameter. Tree pits on sloped areas shall be excavated to the proper depth based on the uphill side of the slope. Shrub/perennial and mass planting beds shall be worked or excavated to the depth of the root ball providing for the root ball to rest on undisturbed soil. Excavated soils not previously compacted or otherwise degraded shall be re-used for planting pit backfill. Excavated soils unsuited for backfill shall be amended with friable topsoil to create a suitable planting soil as approved by the landscape architect. Excavated soils that cannot be restored to a reasonable planting soil shall be removed and replaced with a friable, topsoil/sub soil planting mix typical of the region. Note- for bidding purposes or unless otherwise specified hereon, the contractor shall assume excavated soils are suitable for planting backfill.

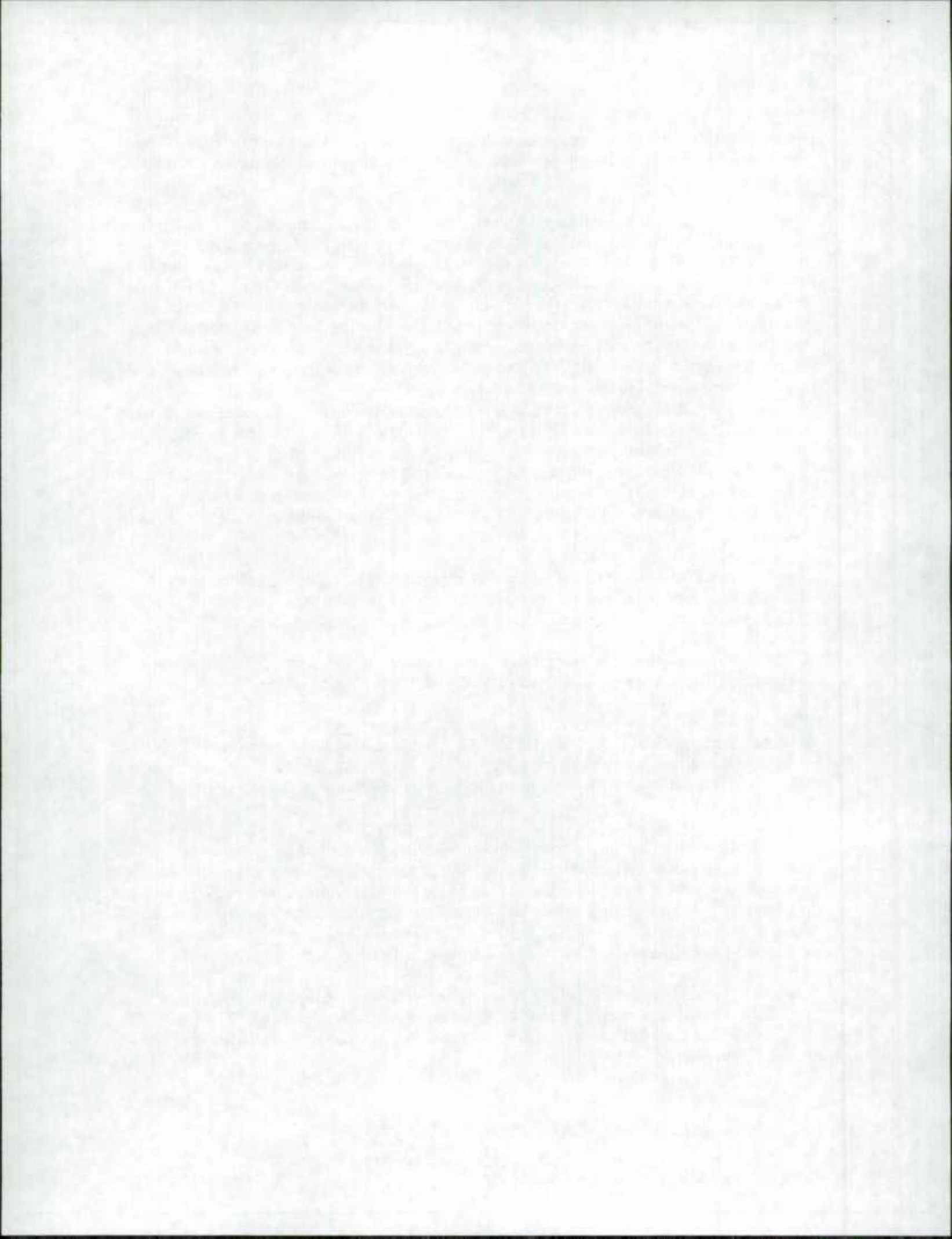
Planting beds for azaleas, rhododendrons, yews and other moisture sensitive plant material shall be mounded and amended with sand, peat or compost as necessary to provide suitable planting soil and drainage.

Contractor shall coordinate irrigation installation (if applicable to this project) to insure that preliminary irrigation work is completed or coordinated with planting efforts.

Plant Installation- remove burlap and other root ball covering to the extent possible- at a minimum the upper 1/2 of root ball wrap shall be removed. Cut and remove at least the top 1/3 of wire baskets and all root ball bindings, string ties, strapping, labels, etc. From the plant material. Cut or scarify the sides of container grown stock to eliminate bound roots and promote healthy root growth.

Plants shall be installed vertically and plumb. Plant pits shall be backfilled and compacted. All plants shall be watered during planting to minimize air pockets and to insure soil contact with roots. Let plant pits settle, and add soil to fill voids prior to mulching. Where plantings are not irrigated, utilize excavated soil to form a watering collar around the tree or shrub at the perimeter of the root ball. Feather soil grades around plantings to blend with surrounding landscape or turf areas. Excess excavated soil shall be removed from job site.

Deciduous trees over 2" caliper and evergreen trees over 7' height (unless otherwise waived by the landscape architect), shall be staked and guyed with minimum 2- 2" x 2" x 6' hardwood stakes placed in stable soils. Guy trees to stakes with protective materials typically utilized in the industry.



All planting beds and pits not otherwise contained with hard edging shall be edged with a 3" deep "V" trench and mulched to a 2" depth with double shredded, hardwood bark mulch. Mulch shall generally extend to the edge of paving or buildings, or back of curb. In open areas adjacent to turf or naturalized areas, mulch shall extend a minimum of 2.5' beyond the trunk for trees and 1.0' beyond the edge of shrub foliage. Unless otherwise specifically directed hereon, shape the mulch-bed edge conducive to ease of mowing or maintenance of the adjoining area. Do not place or mound mulch against the trunk or foliage of plants.

### **PLANTING SPECIFICATIONS- SEEDLING & BARE-ROOT/WHIP STOCK**

Plant Material- Seedlings/Whips: all seedlings shall be species native to this physiographic region of Maryland, and grown at the John S. Ayton State Forest Nursery outside Preston, Maryland, or as otherwise approved by the Landscape Architect. All seedlings shall have healthy, intact root systems, shall be free from disease and pests and shall be delivered to the site in appropriate moisture conserving containers. All seedlings shall be utilized in planting within 24 hours of delivery and/or adequately protected from moisture loss thru healing in until they can be utilized for planting.

Hardwoods- 1/4" to 1/2" caliper with roots no less than 8" long.  
Conifers- 1/8" to 1/4" caliper w/ roots no less than 8" long  
Shrubs- 1/8" caliper or larger with minimum 8" root system.

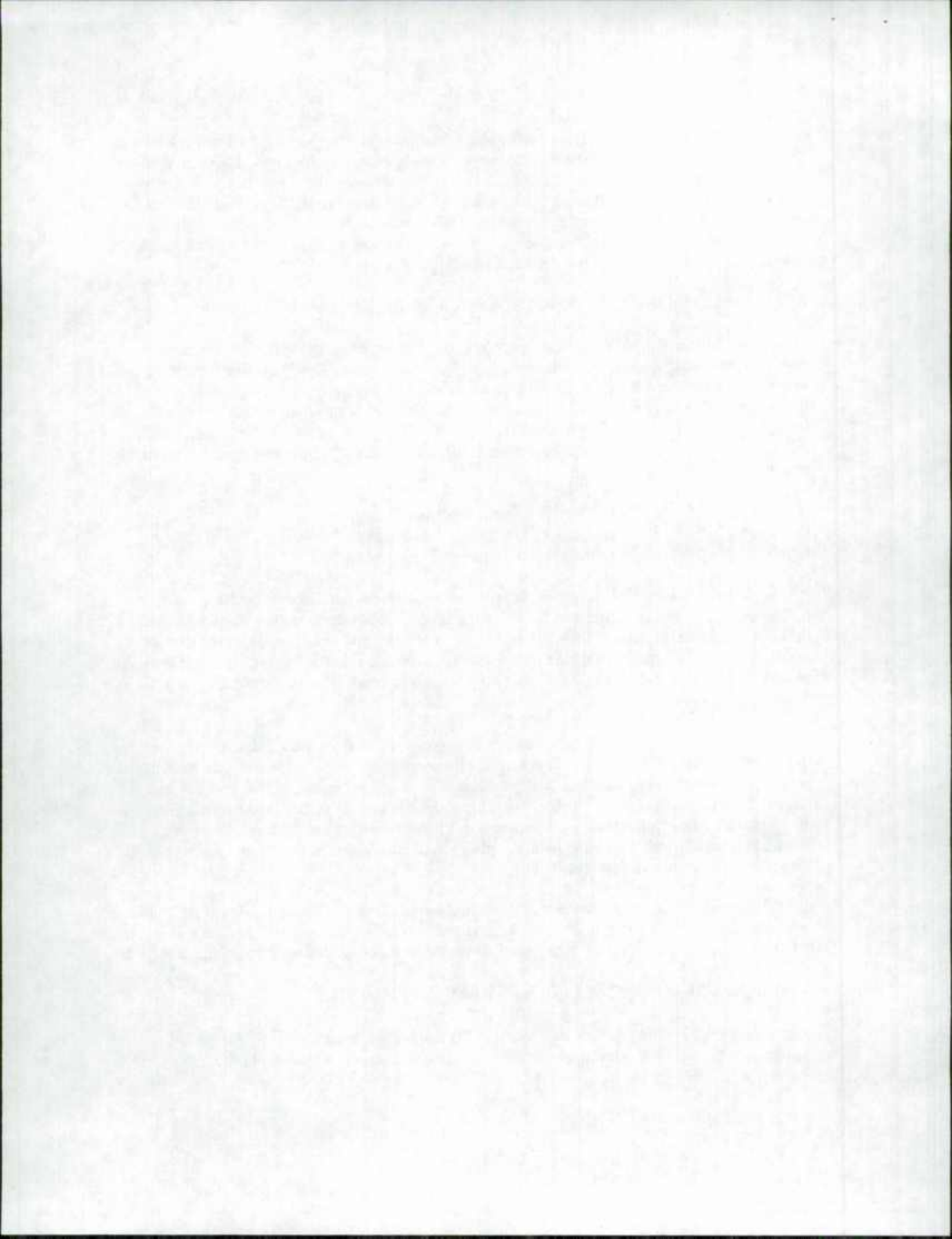
Planting area preparation- contractor shall delineate planting areas. Contact landscape architect for stakeout of perimeter where limits of planting are not clearly defined. The planting area shall be left in its natural condition unless directed hereon or as otherwise approved by the landscape architect to facilitate reasonable planting conditions. Mowing or herbicide application may be warranted and/or permitted subject to prior approval. Coordinate all planting area adjustments prior to installation.

Installation specifications- provide plantings in accordance with the standards and specifications outlined herein. Extreme care should be taken to retain moisture in the roots of the seedlings. While planting seedlings, carry extra seedlings in a protected, moist container and keep all un-used seedlings in a shaded, moist place. Firmly compress the soil around seedlings after installation to eliminate air pockets and possible root desiccation. Eliminate "j-roots", or roots that bend upward in planting hole. All plants shall be installed at the correct planting depth with root flare just above finished grade.

"RoundUp" or equal herbicide at a rate of 2 ounces/acre shall be applied near ground level over the top of seedling plantings (dormant only) following installation. Certain species may be harmed by "roundup". Contractor shall verify these constraints prior to application.

### **GROUND SURFACE ESTABLISHMENT REQUIREMENTS**

Landscape Stock Planting Areas- as directed in the plant installation specifications hereon, landscape plantings shall be mulched with 3" thick, double ground hardwood bark mulch.





Ground surfaces not otherwise mulched or existing in established, grass or other herbaceous ground covers shall be covered or established by one of the following methods;

1. Forest leaf and organic matter layer to a 4" depth shall be harvested from established forest areas on site and spread over exposed ground surface; or
2. Exposed areas shall be seeded in a short, warm season grass mix consisting of *Bouteloua curtipendula* (sideoats gramma), *Schizachyrium scoparium* (little bluestem) and *Andropogon virginicus* (broomsedge) at a rate of 6 lbs/acre equal proportion of species; or
3. Three (3)" hardwood bark mulch over bare, unplanted areas

Seedling Stock Planting Areas- no specific ground surface establishment plantings are required in seedling planting areas because:

- these areas lie upstream from existing forest areas that function to intercept minor sediment loss due to machine planting activities; and
- the areas between seedling rows or plantings may be mowed for a specified period of time after planting to discourage plant competition; and
- after seedling growth is stabilized and approved by the county, these areas cannot be mowed and the ground plain will establish in natural vegetation sufficient to stabilize the ground plain.

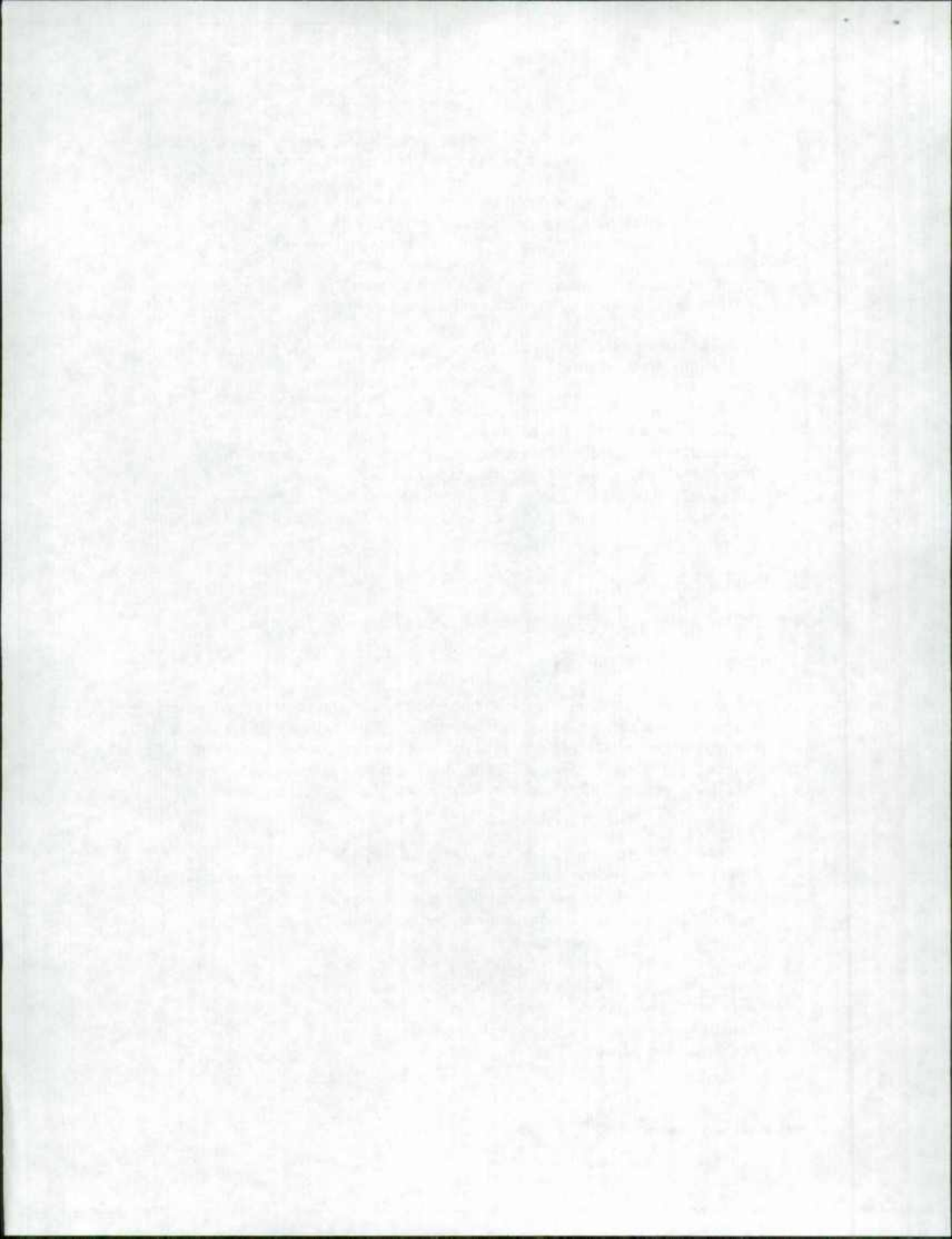
### PROTECTIVE DEVICES

Install Critical Area Forest and Buffer protection signs as noted and shown on the plat.

### MAINTENANCE PROVISIONS

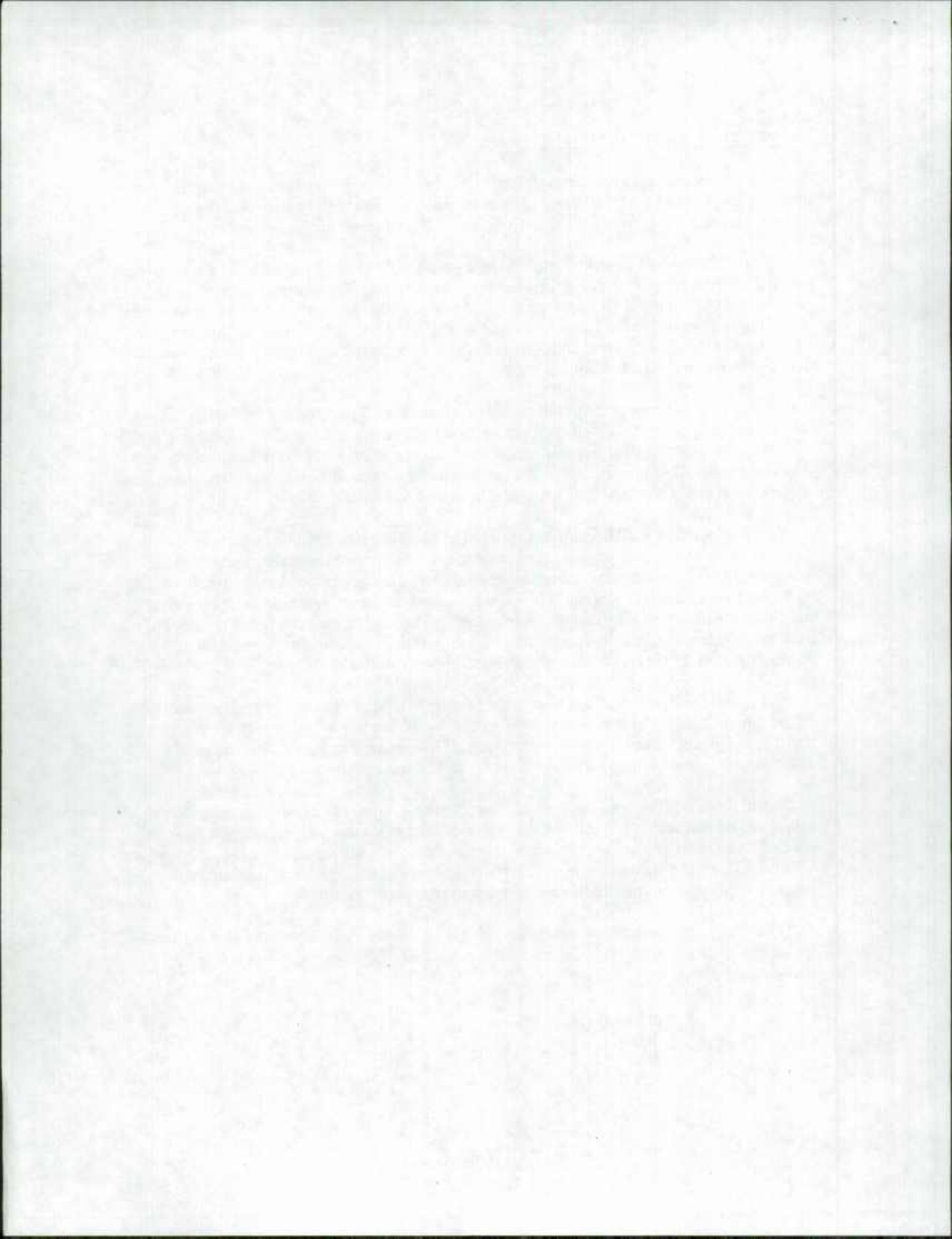
The owner/developer is responsible and shall insure adequate maintenance is provided through the installation and warranty period and final inspection by Talbot County. The contractor shall maintain all planting installation, on a lot by lot basis as necessary, through job completion and approval of initial installation by Talbot County. Additional maintenance requirements of the contractor shall be as specifically negotiated with the owner/developer. Maintenance shall include, but not be limited to:

- Periodic watering of larger stock during periods of drought
- Bi-annual mowing of competing vegetation between rows or around individual plants
- Spot herbicide applications for competing vegetation control.
- State of Maryland required noxious weed control (Johnson Grass and Thistle)
- Non-native invasive species removal
- Re-mulching plant material annually
- Maintenance of tree tubes and other plant protective devices
- Removal of tree tubes after 5 years
- Removal of tree stakes/guying after 1 full growing season
- Maintenance of protective signage



## INSPECTION REQUIREMENTS

1. Initial job completion inspection- all work shall be inspected by the landscape architect or plan preparer and Talbot County after completion. Any deficiencies shall be corrected immediately. Owner/ Developer shall provide Initial Certificate of Completion for County approval.
  - 1.A. Year 1 follow-up inspection- spring plantings- all work shall be inspected by the landscape architect or plan preparer the following fall to assess survivability and direct re-planting as necessary. Re-planting shall be completed the following spring or earlier if normally acceptable planting practices and ground conditions permit. The inspector shall summarize the general conditions of the planting areas and plant material and any remedial action or maintenance required in writing to Talbot County.
  - 1.B. Year 1 follow-up inspection- fall plantings- all work shall be inspected by the landscape architect or plan preparer the following spring to determine leaf-out and direct re-planting as necessary. Re-planting shall be completed immediately or as soon as ground conditions permit. The inspector shall summarize the general conditions of the planting areas and plant material and any remedial action or maintenance required in writing to Talbot County.
2. Year 2 inspection- shall occur in the spring. The plantings sites shall be inspected by the landscape architect or plan preparer. The inspector shall determine the survival rate of living stems or plants and summarize the overall general characteristics of the planting area in writing to Talbot County. If plant survival is below the required minimum threshold for the planting area, then the planting effort shall be reviewed with the county to evaluate possible causes of the planting failure and to determine remediation requirements. If remediation is required, the warranty period for the subject planting area shall be extended by 1 full year.
3. Year 3 (and through Year 6 as required for seedling/whip installations) inspection- shall occur in the spring. The plantings sites shall be inspected by the landscape architect or plan preparer and Talbot County to determine the survival rate of living stems or plants. Planting areas complying with the required survival threshold shall be accepted by the county.
4. Natural Re-generation area inspections- inspect natural regeneration areas annually. Maintain protective signage and/or protective fencing devices. Remove noxious weeds and/or invasive species. Assess the general stem count of new woody growth and report same to county. After year two (2), accurately determine regeneration survival and determine any supplemental planting requirements. Install replacement plantings as soon as possible.
5. At the end of the applicable warranty period, Talbot County shall inspect the planting and buffer establishment areas and confirm plant survival and compliance with this buffer management plan.



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

THIS CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_, 2010, by and between MAXMORE PROPERTIES, INC. ("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:* Maxmore Properties, Inc.

*Property Address:* 26582 Rigby Lot Road Royal Oak, Md 21662

*Deed Reference:* 951/397    *Plat:* N/A    *Acreage:* 206.484 acres

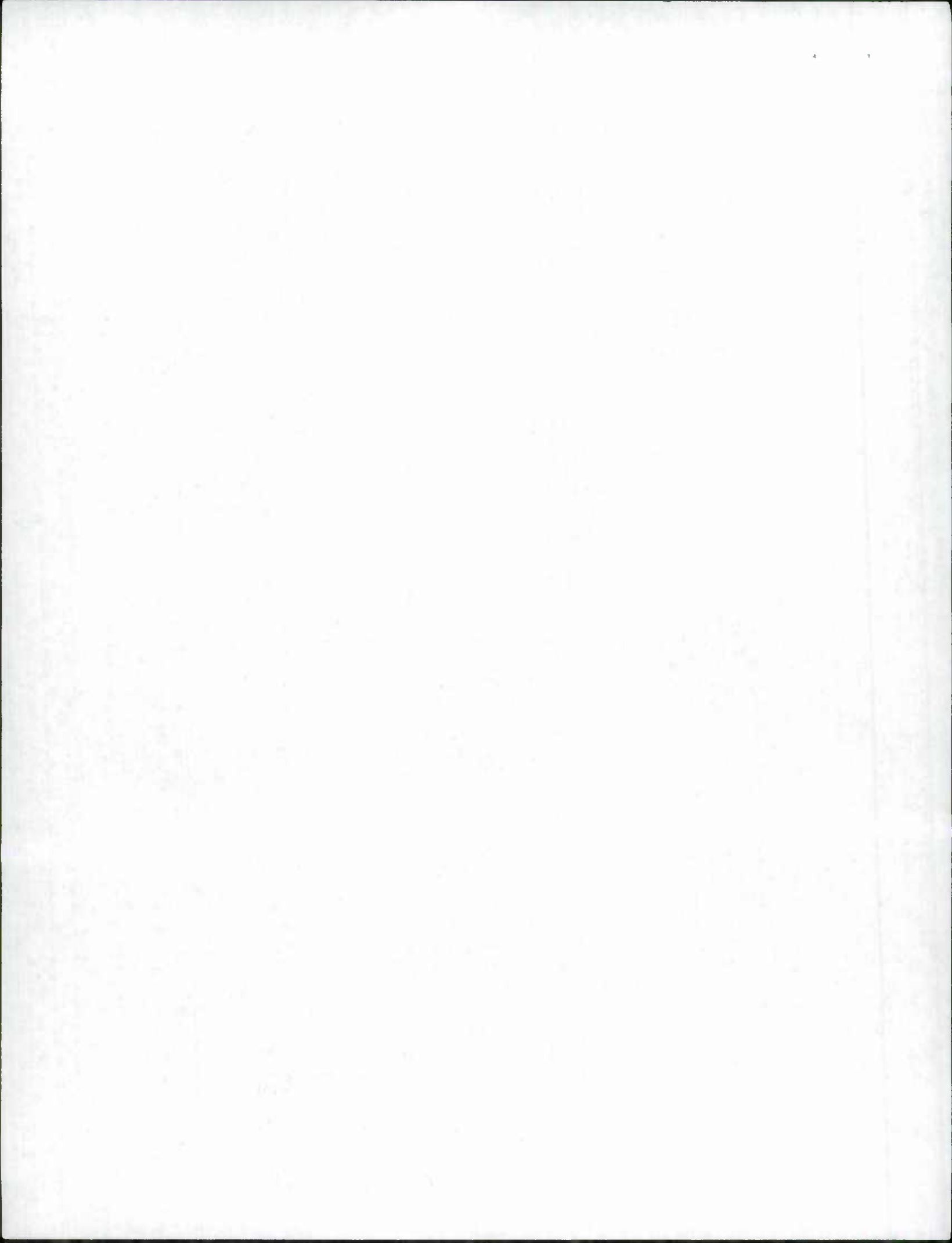
*Tax Map:* 41            *Grid:* 4            *Parcel:* 60

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 and Remaining Lands, Parcel "A" (collectively, the "Lots").

D. Pursuant to the provisions of § 190-134C. (2) (d) of the Ordinance and COMAR 27.01.09.01-1, Developer has submitted and County has approved a final subdivision plat and Forest Preservation-Buffer Management Plan entitled "Forest Preservation-Buffer Management Plan, BMP #1114", as prepared by Lane Engineering, LLC, last revised June 10, 2010 (hereafter referred to as the "Plan"), which depicts several afforestation areas designed to establish the 100' Shoreline Development Buffer and/or Expanded Buffer (collectively, the "Buffer"), depicted thereon, in natural vegetation. The subdivision plat is intended to be recorded among the Plat Records of Talbot County, Maryland concurrent with recordation of this Agreement and is incorporated herein by reference. The buffer afforestation areas depicted by the Plan total 12.403 acres and consist of the following areas: Portions of Lots 1, 2, 3 and Remaining Lands Parcel "A" as shown on said Plan, collectively referred to as the "Buffer Establishment Afforestation Areas";

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E. When a triggering event specified herein occurs 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 after the completion of the plantings (or five (5) years depending upon the required plant stock size as may be more particularly specified below and in the Plan), the plantings required within the Buffer of such Lot in accordance with the Ordinance, Regulations, Plan, and the terms of this Agreement;

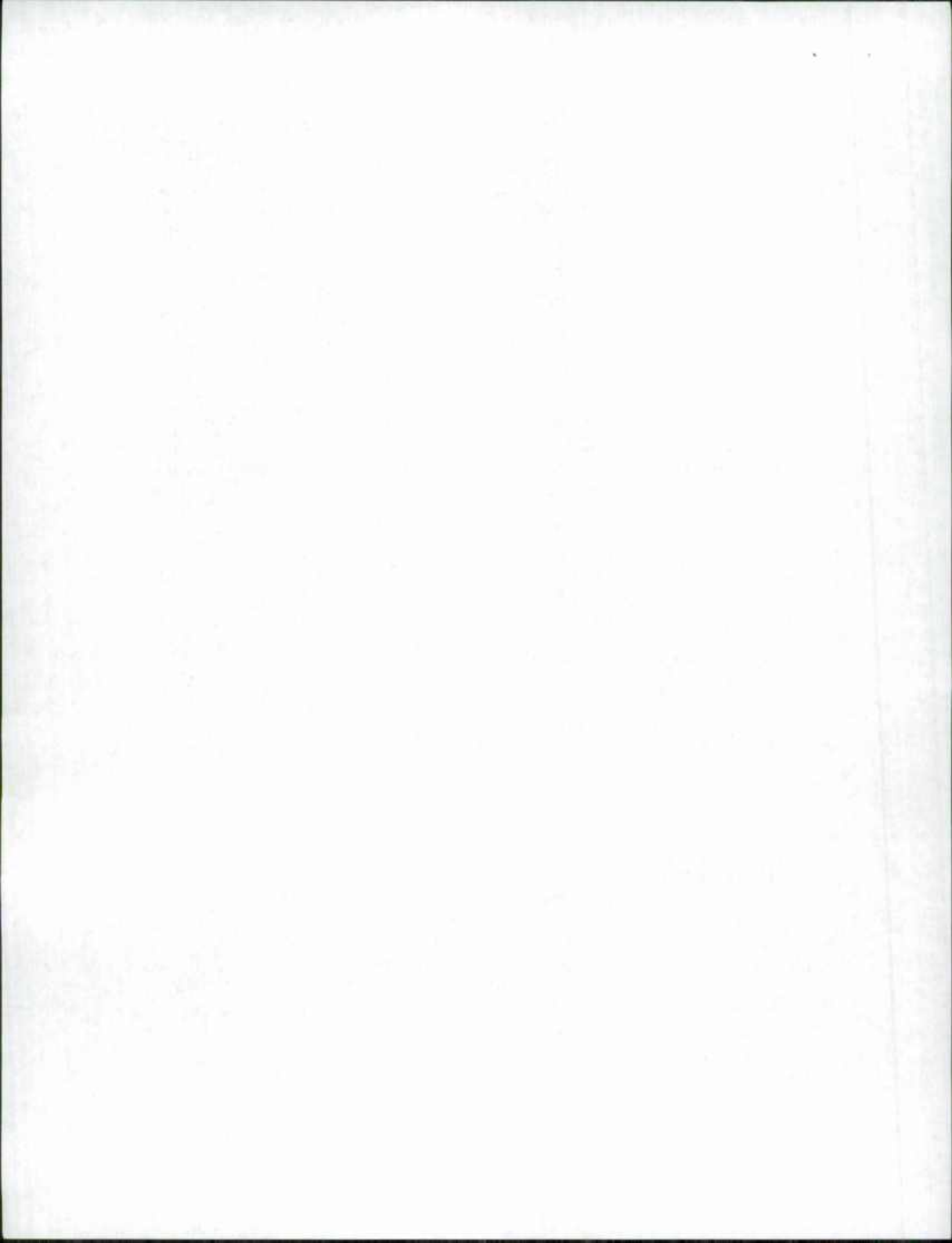
F. Pursuant to the provisions of § 190-134 C. (2) (b) (vi) and § 190-185 of the Ordinance, COMAR 27.01.09.01-3(J)(2)(d), and the terms of this Agreement, Developer is hereby providing and County is accepting security which guarantees the timely and satisfactory performance of Developer's requirements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

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

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

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

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





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

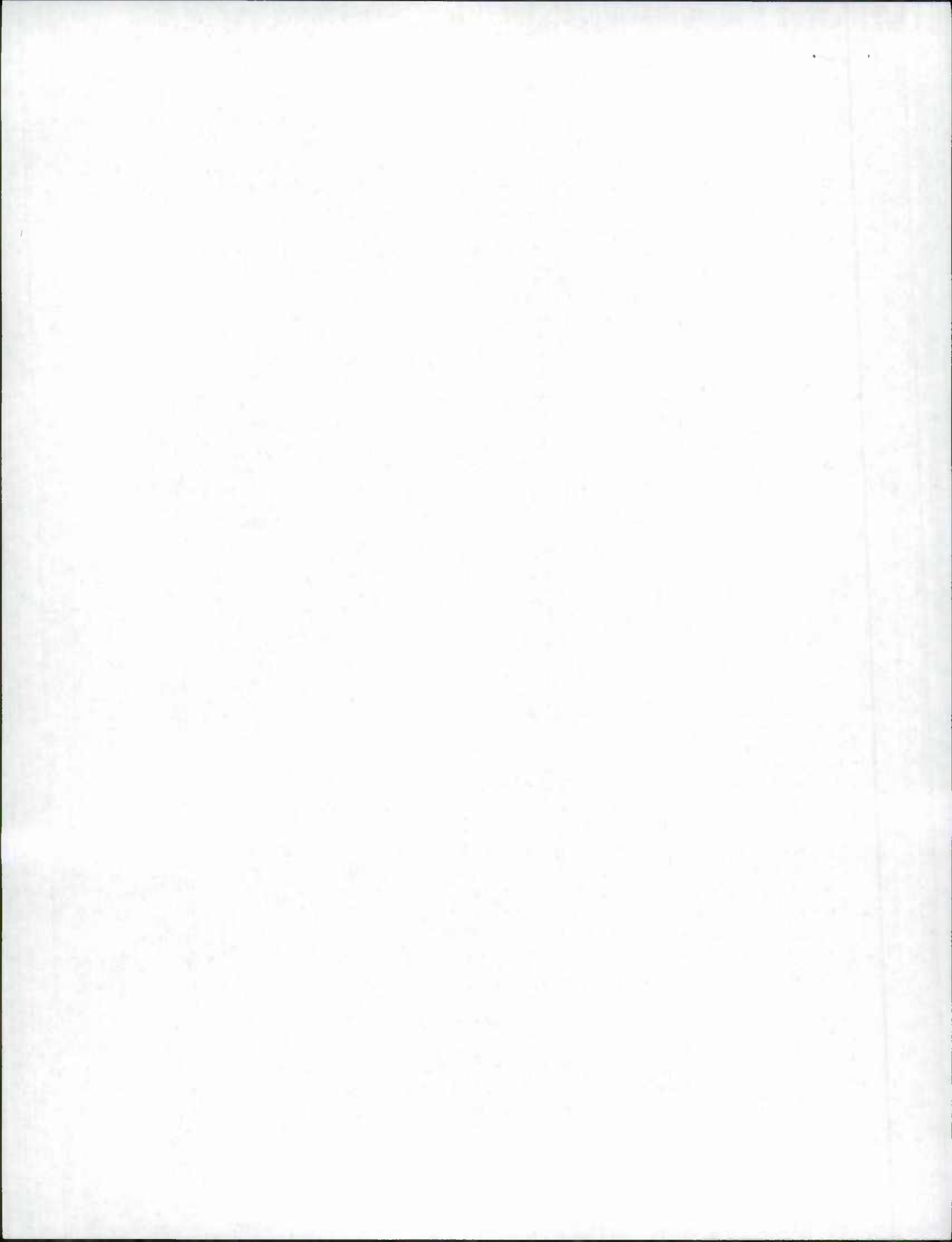
2. Buffer Establishment Areas and Planting and Survival Requirements: The Buffer Establishment Afforestation Areas shall be as designated on the Plan. The specific plant species, sizes, and quantities for the Buffer Establishment Afforestation Area of each Lot are described by the Plan. The planting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

<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
<b>Landscape Stock</b>		100 percent	2 years

3. Timing, Commencement and Completion of the Work: Developer agrees that the Work for each Lot shall be completed in accordance with all applicable federal, state and local requirements, as amended from time to time, including the Plan and this Agreement. Developer shall notify the Talbot County Department of Planning & Zoning at 410-770-8030 at least five 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 (BMP#1114), 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. So long as the Site, or a particular Lot, as the case may be, remains in bona fide agricultural use, the buffer establishment and afforestation required herein on that particular Lot shall be deferred. During such period, Developer or Owner shall



comply with all applicable laws, regulations, and ordinances relating to agricultural use of the Buffer.

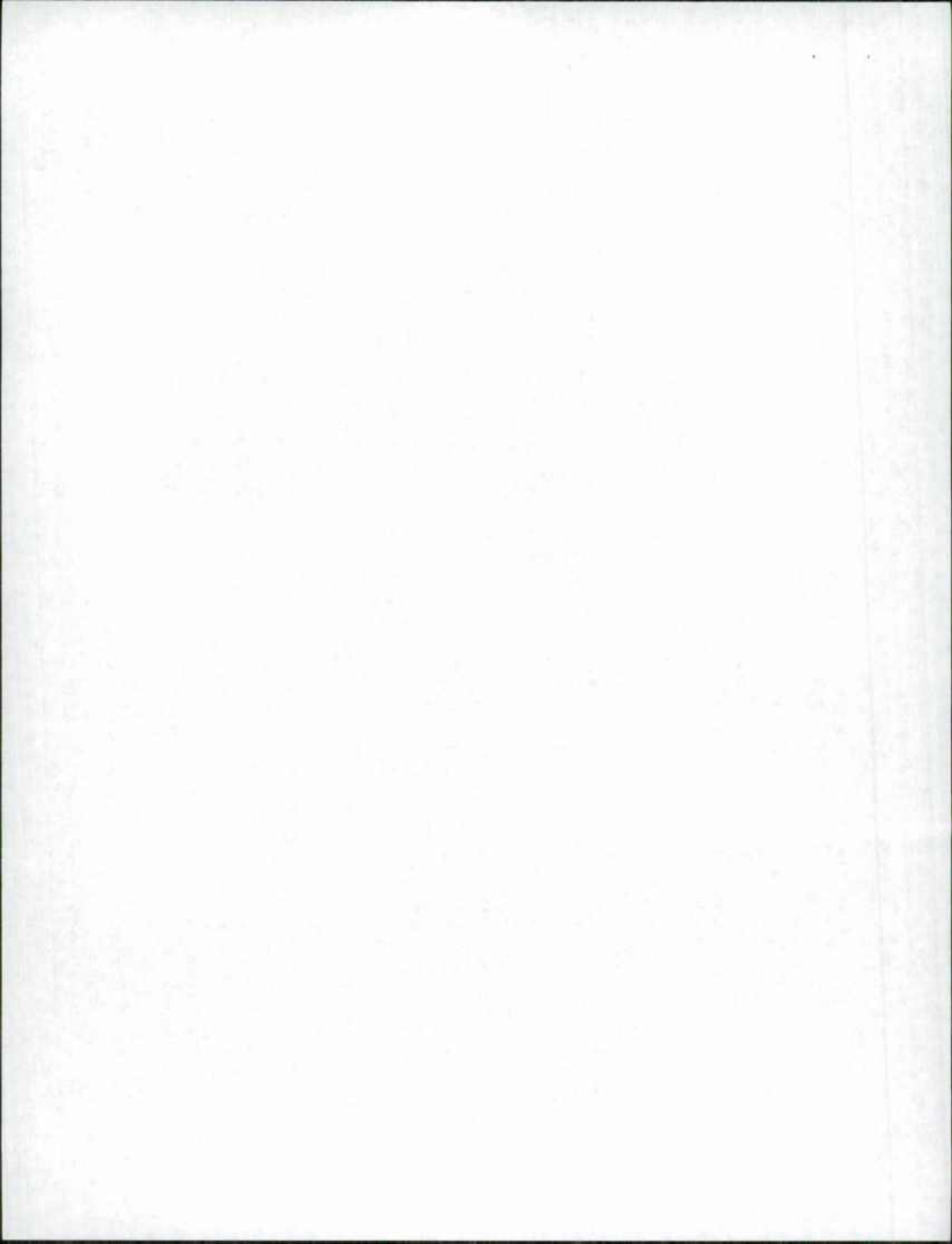
B. Planting of the Buffer Establishment Afforestation Areas on the Lots shall occur on a lot-by-lot basis prior to the earlier of the following triggering events:

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

ii. the end of the growing season immediately following issuance of a building permit for a principal residence constructed on such Lot. Developer shall exercise reasonable and good faith efforts to commence planting during the appropriate planting period immediately following issuance of a building permit and to complete such planting prior to issuance of the occupancy permit. Developer and County agree that the objective of this Agreement is to ensure timely planting activity in a manner that maximizes the likelihood of plant survival and establishment of the Buffer. In the event that the timing of permit issuance and/or duration of construction render strict compliance with the foregoing deadline inconsistent with this objective, planting of the Buffer Establishment Afforestation Area on such Lot shall be completed not later than prior to the growing season immediately following issuance of the occupancy permit.

4. Maintenance Period; Inspection; Replacement: In accordance with Paragraph 2, the Maintenance Period(s) applicable to the planting material installed on each Lot shall be determined by the size of trees installed. The Maintenance Period(s) shall commence upon the date of the Initial Certificate of Completion. The Maintenance Period may be extended at County's reasonable discretion in the event replacement plantings are to satisfy the survivability requirements of the Plan and this Agreement, but not, in any event, for a total period longer than twice the initial Maintenance Period duration. Inspections of the Buffer Establishment Afforestation Area on each Lot shall be conducted in accordance with the requirements of Sheet 1 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 Sheet 1 of the Plan. Developer shall issue a final inspection report and certificate of completion ("Final Certificate of Completion") certifying compliance with the Plan, this Agreement and other applicable laws. Following the County's receipt of the Certificate of Completion, the County shall inspect the Buffer Establishment Afforestation Area on such Lot. If Developer has satisfied the terms of this Agreement and the Plan, County shall issue a written notice of final acceptance ("Release and Written Notice of Final Acceptance") and send the same to Developer. County shall not unreasonably withhold issuance of the Release and Written Notice of Final Acceptance, which shall be prepared by the County in substantially the form



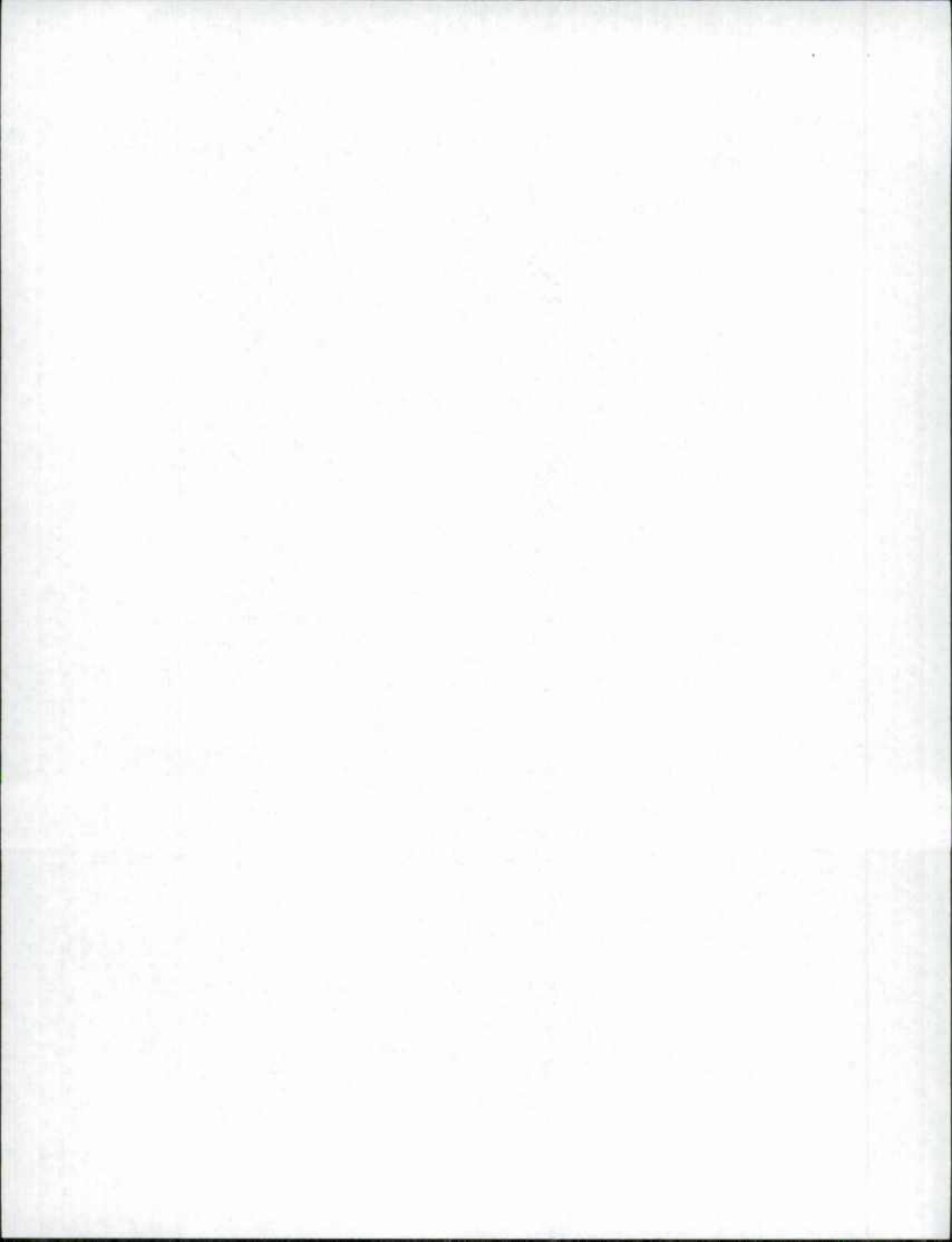
attached hereto as Exhibit A for recordation by Developer among the Land Records of Talbot County. Such notice shall terminate any ongoing, additional, or future liability for performance of the Plan with respect to the Lot and shall completely release such Lot from this Agreement, but shall not terminate or modify the provisions of the 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 and the lien established thereby by delivering to County alternative surety that provides at least equal security for performance of Developer's obligations in a form and amount acceptable to County. County shall not unreasonably withhold its approval of the alternate surety. County shall promptly execute and deliver to Developer a "Partial Release of Lien" for such Lot(s), which shall be prepared by County in substantially the form attached hereto as Exhibit B, for recordation by Developer among the Land Records of Talbot County. Such release shall terminate and release the specified Lot(s) from the lien established by this Agreement, but shall not release the Lot from performance of the Plan or the other provisions of this Agreement. Such release also shall not terminate or modify the provisions of the 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 if there are unfulfilled maintenance requirements. County, its agents, officials, employees, and contractors shall have the right of entry onto any Lot, upon not less than twenty four (24) hours advance notice to Developer, to inspect implementation of the Plan, progress of the Work, survival of the plants, and compliance with all other terms of this Agreement. During the applicable Maintenance Period, County, at any time, may require Developer to replant all or any portion of the nursery stock or other plantings that fail to survive as required by the Plan. Developer or its authorized representative shall be entitled to be present during the period of any County inspection.

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



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

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

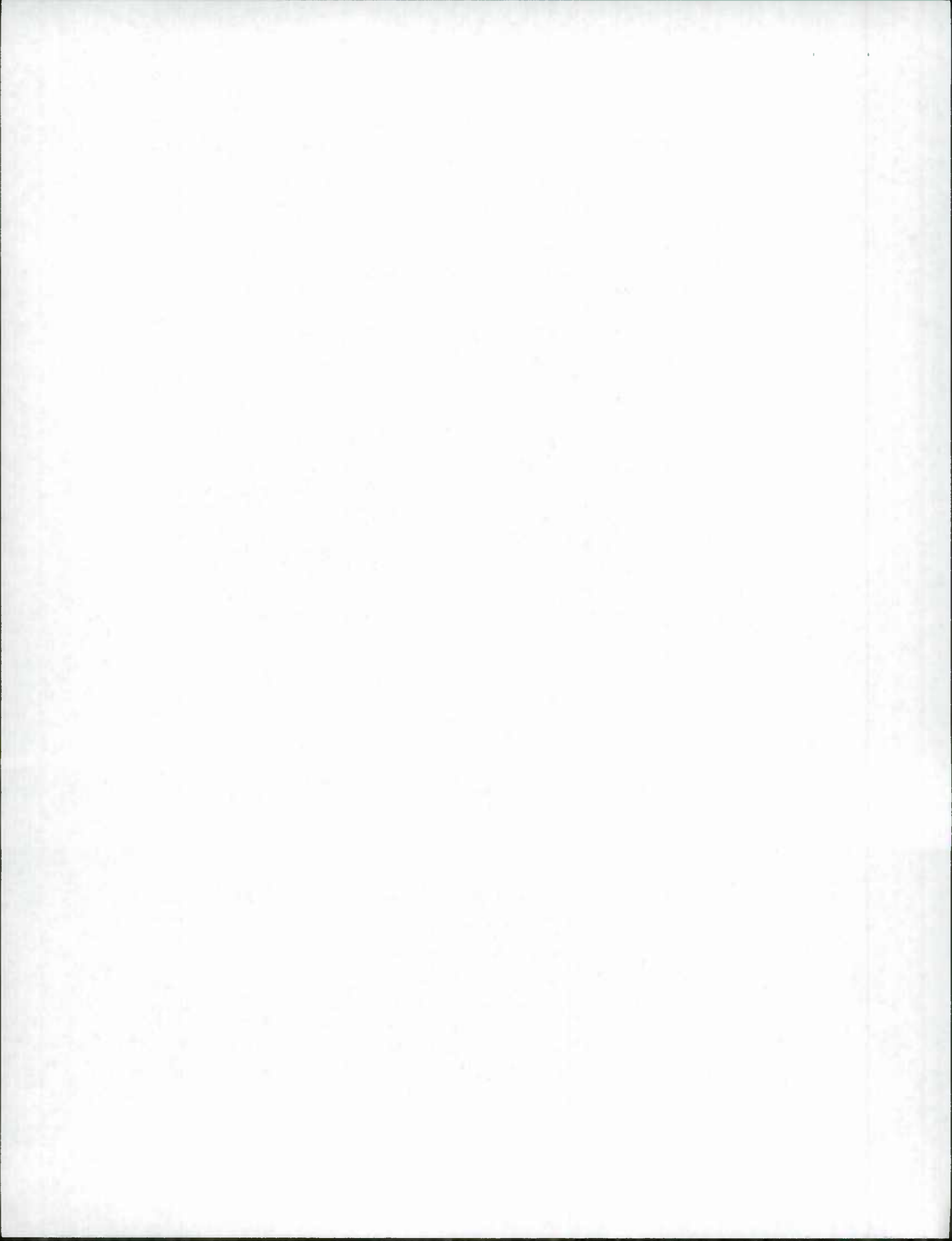
10. County's Recovery of Costs for Remedial Measures. In the event that County shall be required to institute Remedial Measures, Developer shall be responsible for payment of all costs incurred by or on behalf of County in connection with the completion of the Remedial Measures plus County's costs of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

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

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

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

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





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

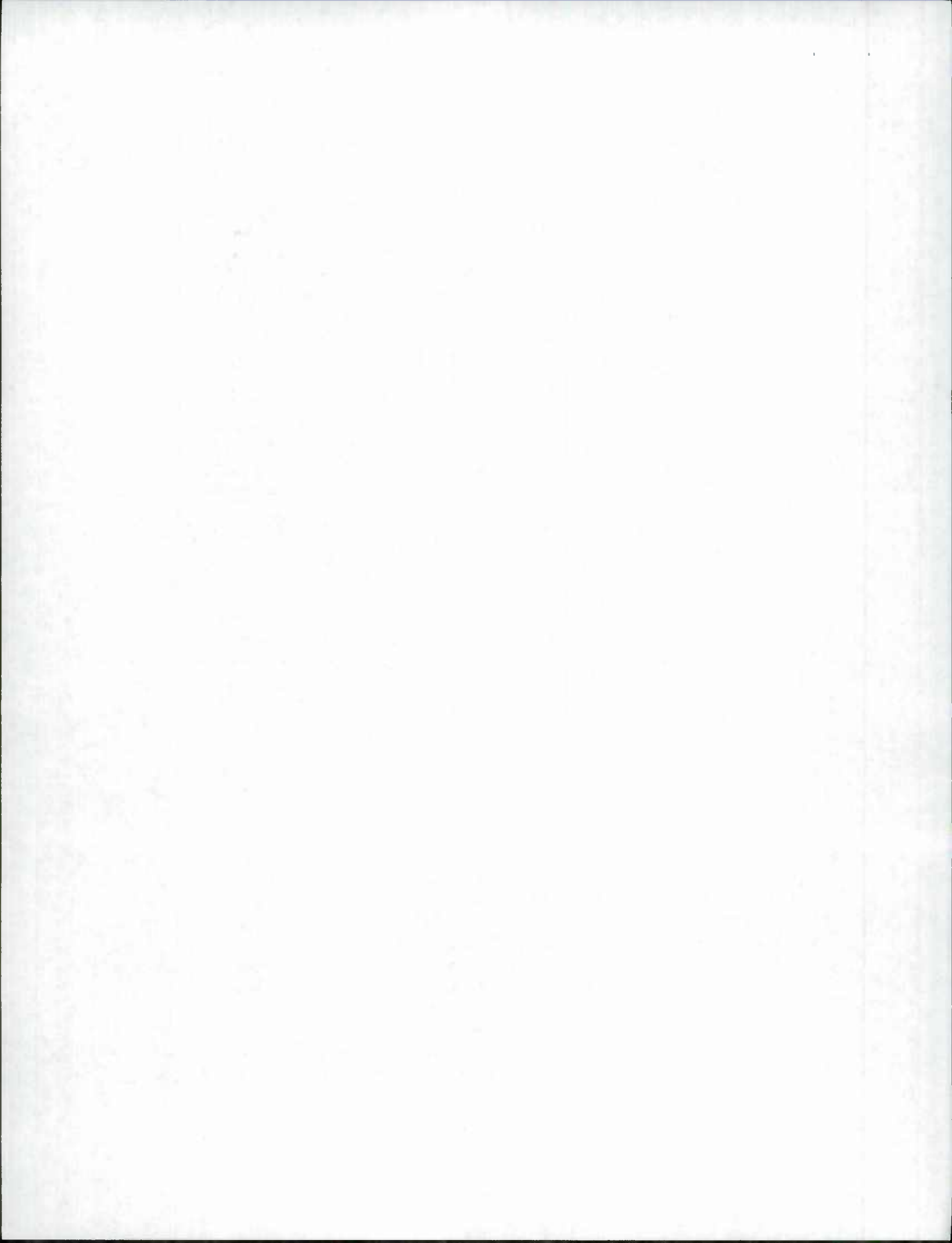
(ii) The County shall send Developer invoice(s) for the Remedial Costs at such time and on such frequency as determined by the County with a copy to any Secured Party. Each notice must be delivered to Developer and Secured Party via first class mail, postage prepaid and via certified mail, return receipt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

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

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

B. Establishment of Lien and Personal Obligation. Developer hereby establishes against each of the Lots, and each Owner of a Lot in the future, by acceptance of a deed therefore, whether it is expressly set forth in such deed or not: (1) covenants and agrees to perform all promises, undertakings, and obligations set forth in this Agreement and/or Plan, including payment to the County of all Remedial Costs (inclusive of applicable Default Interest, Late Fee(s) and Attorneys' Fees) assessed against that Owner's Lot pursuant to this Agreement, (2) grants to County, to secure payment of the Remedial Costs assessed against that Owner's Lot, a lien upon the Lot against which the Remedial Costs are assessed, and (3) grants to County a power of sale and assents to the entry of a decree and order for sale with respect to that Owner's Lot upon a default by the Owner under this Agreement by pay County the Remedial Costs.

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



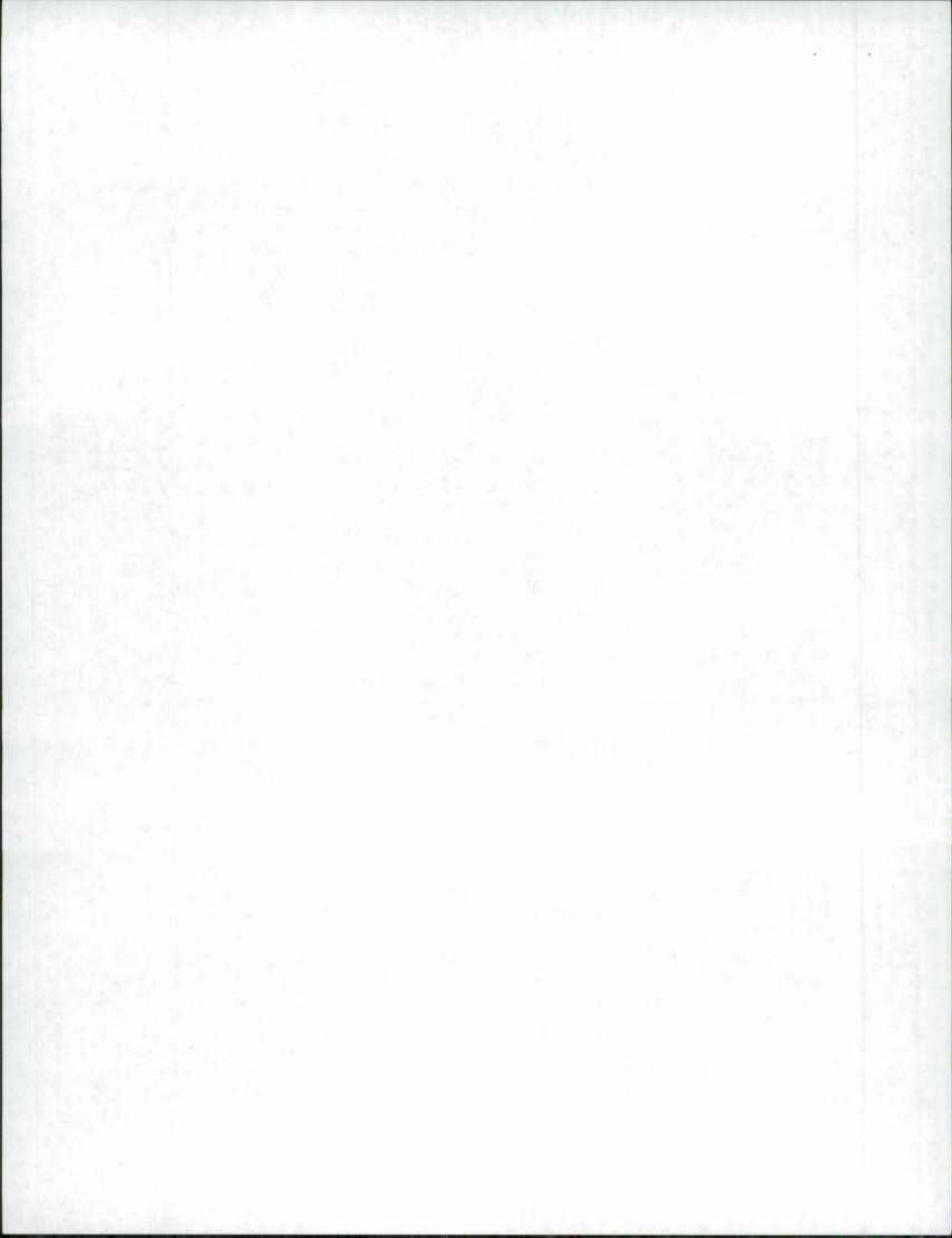
and/or entities that comprise the Owner of the Lot. Further, under no circumstances shall any Secured Party have any personal liability hereunder.

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

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

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

E. Power of Sale. In the event that County shall elect to collect any delinquent Remedial Costs by foreclosing its lien pursuant to the power of sale granted to it in this Agreement, County hereby designates the duly appointed County Attorney for Talbot



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

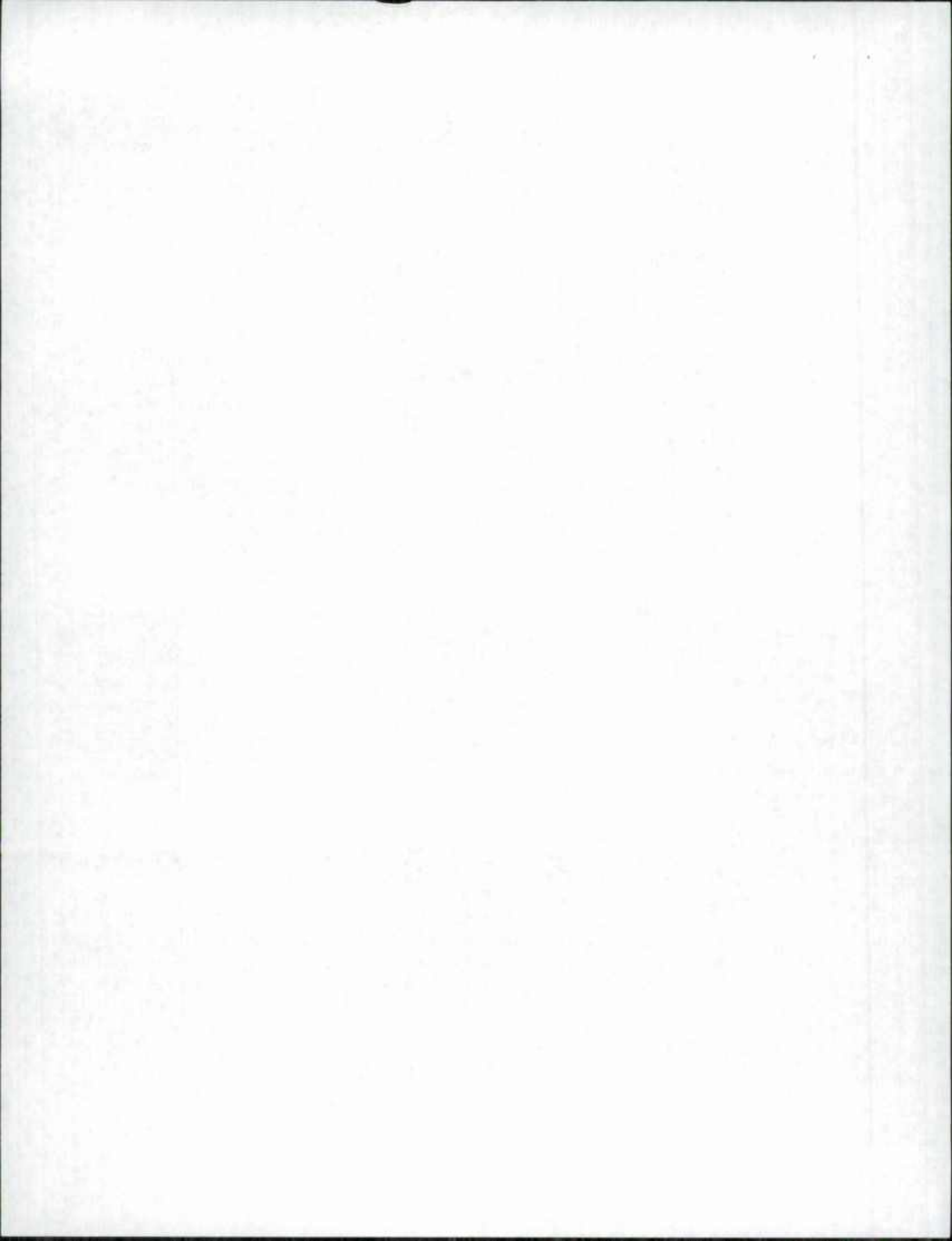
11. Compliance Certificate. A certificate in writing, signed by a representative of County substantially in the form attached as Exhibit C, will be given within 15 days of receipt by County of a written request for such certificate from any Owner, lender, or contract purchaser of a Lot subject to this 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 Two Hundred Fifty Dollars (\$250.00) may be collected by County in advance for each such certificate so issued.

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

13. General Provisions:

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

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



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

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

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

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

**APPROVED AND AGREED TO:**

ATTEST:

TALBOT COUNTY, MARYLAND

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

ATTEST:

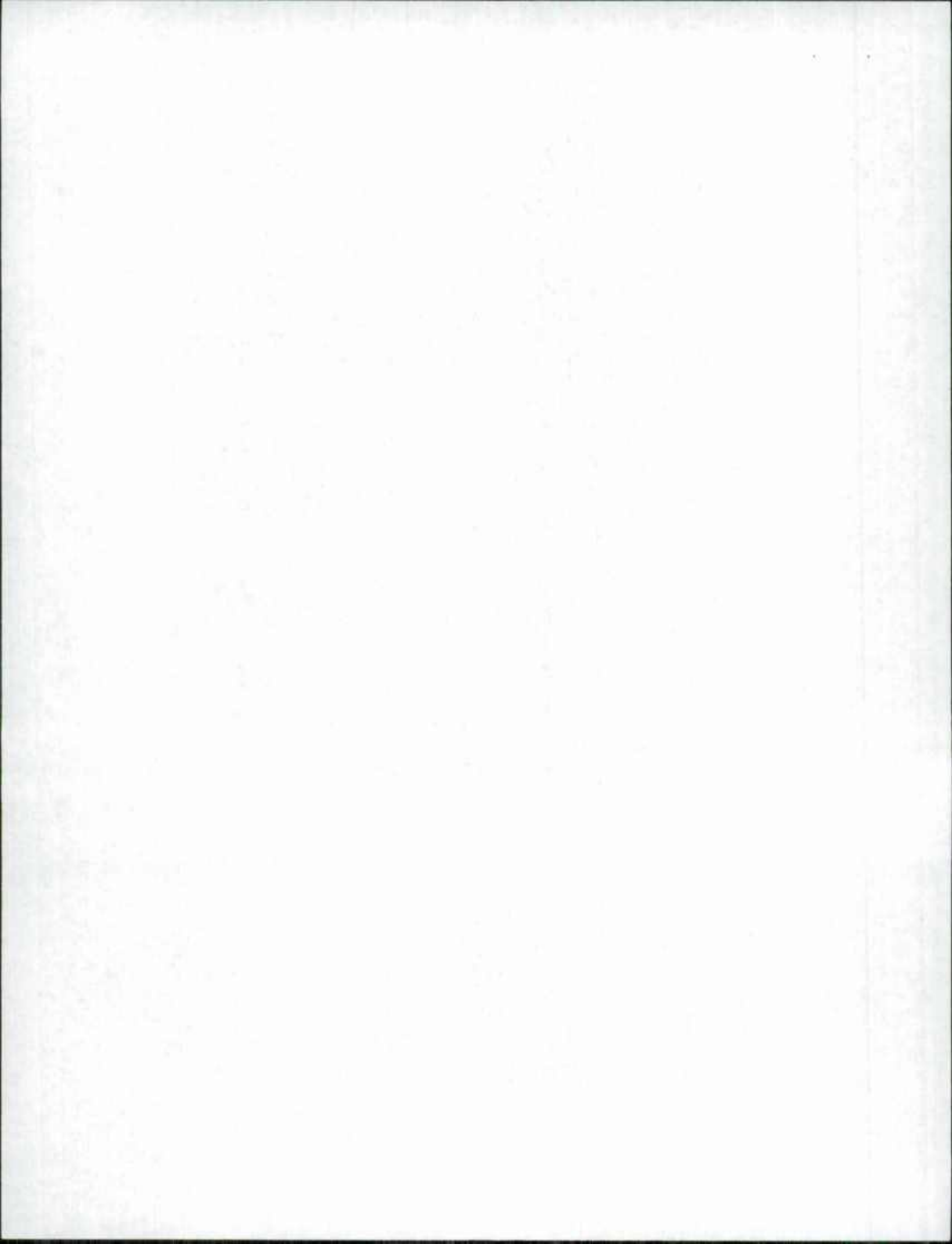
MAXMORE PROPERTIES, INC.

\_\_\_\_\_ Date: \_\_\_\_\_  
By: Barbara Kight, President

Approved for Legal Form and Sufficiency,

this \_\_\_\_\_ day of \_\_\_\_\_, 2010 \_\_\_\_\_  
Michael L. Pullen, County Attorney

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





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

WITNESS my hand and Notarial Seal.

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

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

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public of the State aforesaid, personally appeared Barbara Kight, President of Maxmore Properties, Inc, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and further acknowledged said instrument to be her act and deed in her capacity as President.

WITNESS my hand and Notarial Seal.

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

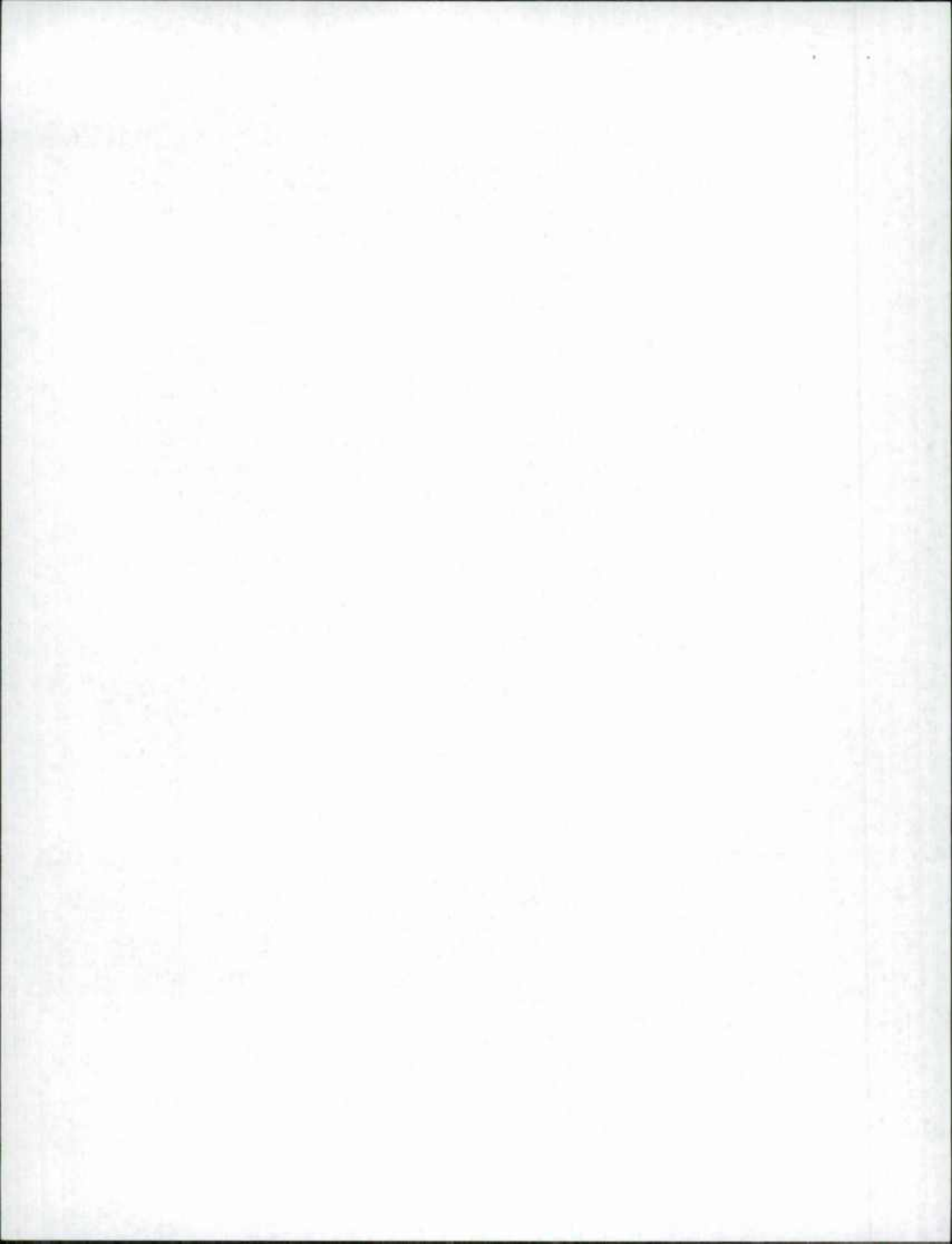


EXHIBIT A

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

\_\_\_ - Lot \_\_\_

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June \_\_\_, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber \_\_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to \_\_\_ ("Lots") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ and recorded among the Plat Records of Talbot County in Plat Book \_\_\_, pages \_\_\_\_\_ ("Plat");

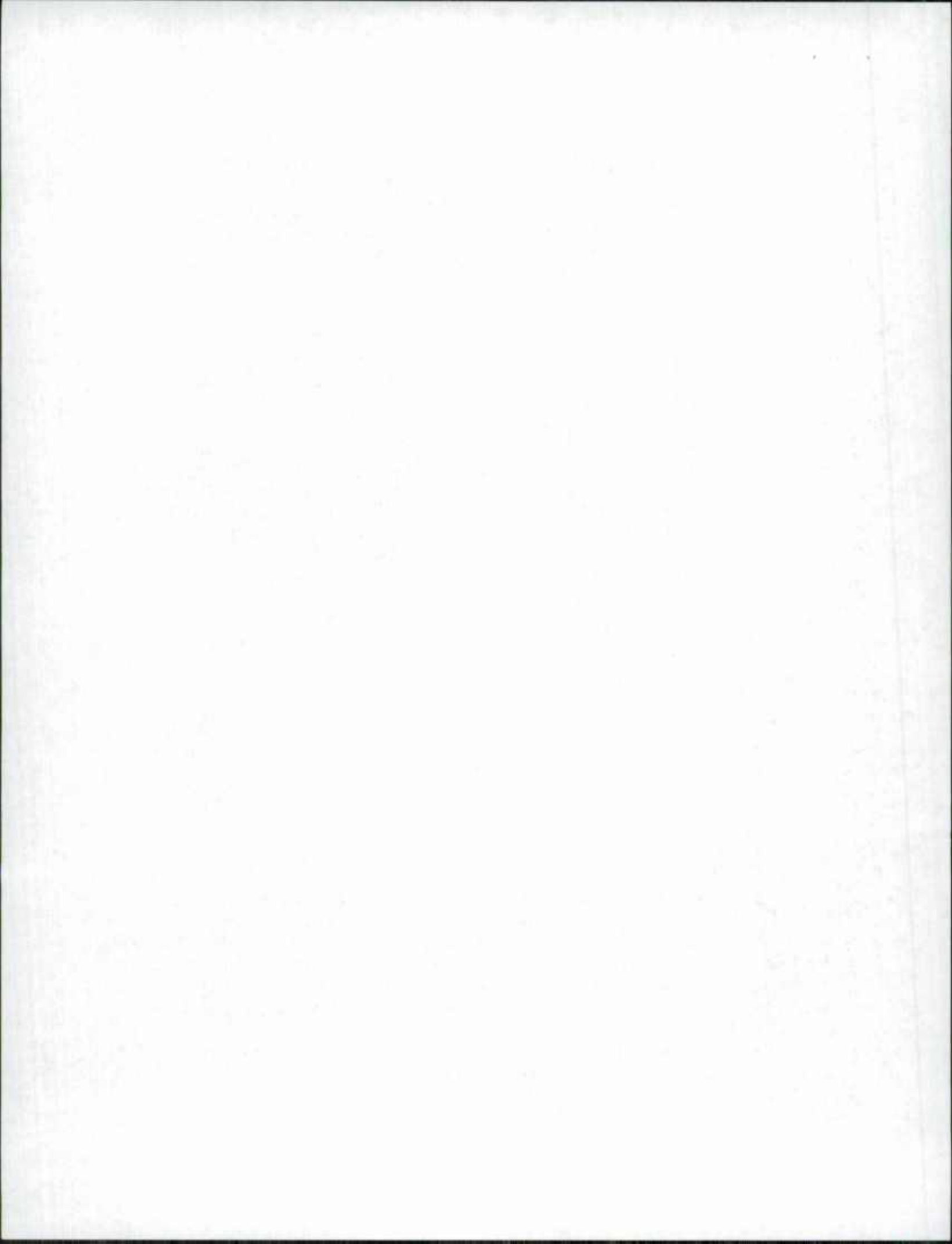
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner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

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

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

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

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



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

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

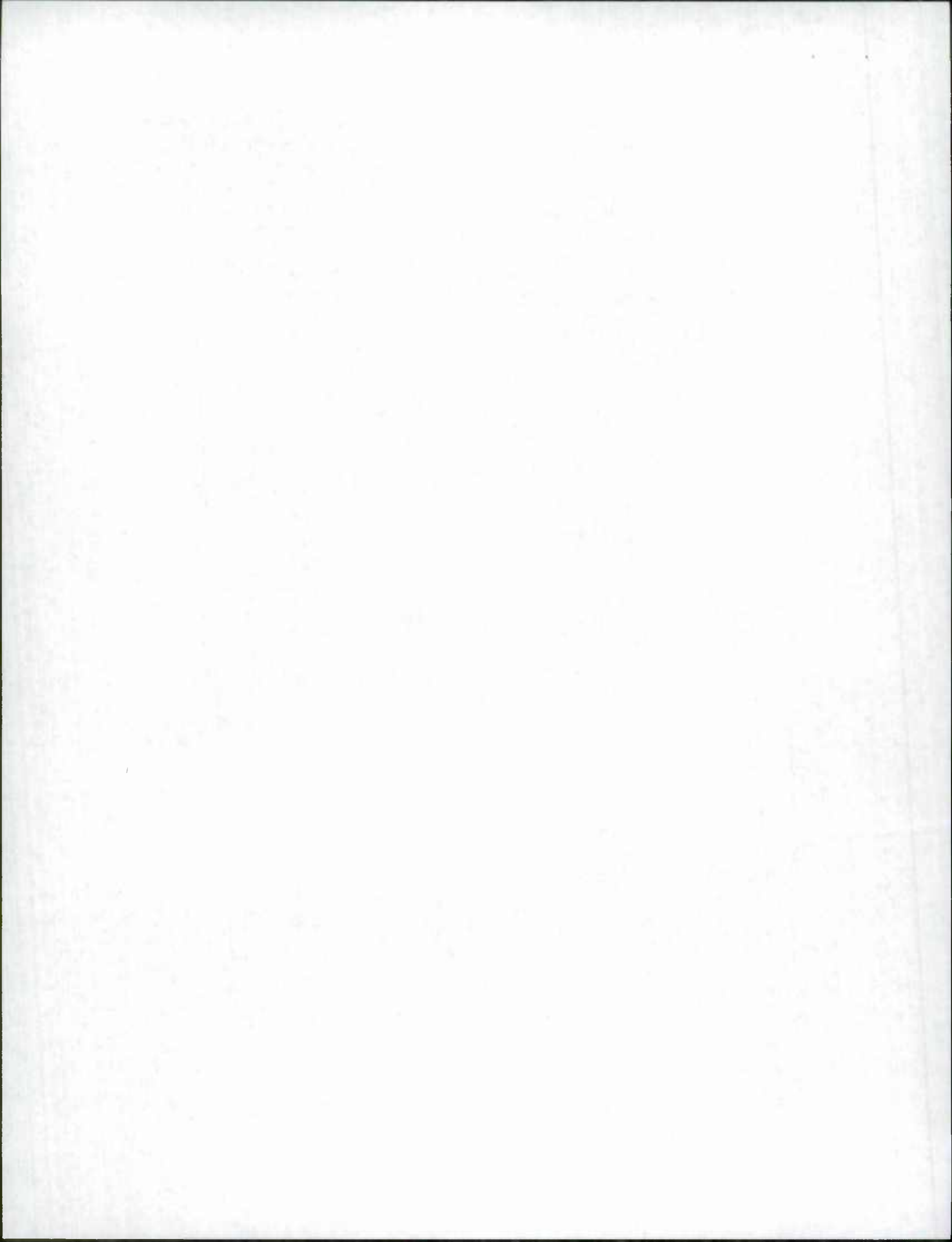
STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

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  
CRITICAL AREA FOREST PRESERVATION - BUFFER MANAGEMENT PLAN  
PLANTING AND MAINTENANCE AGREEMENT  
AND SURETY DECLARATION**

\_\_\_ - Lot \_\_\_

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June \_\_, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber \_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to Lots \_\_\_ ("Lots") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ and recorded among the Plat Records of Talbot County in Plat Book \_\_, pages \_\_\_\_\_ ("Plat");

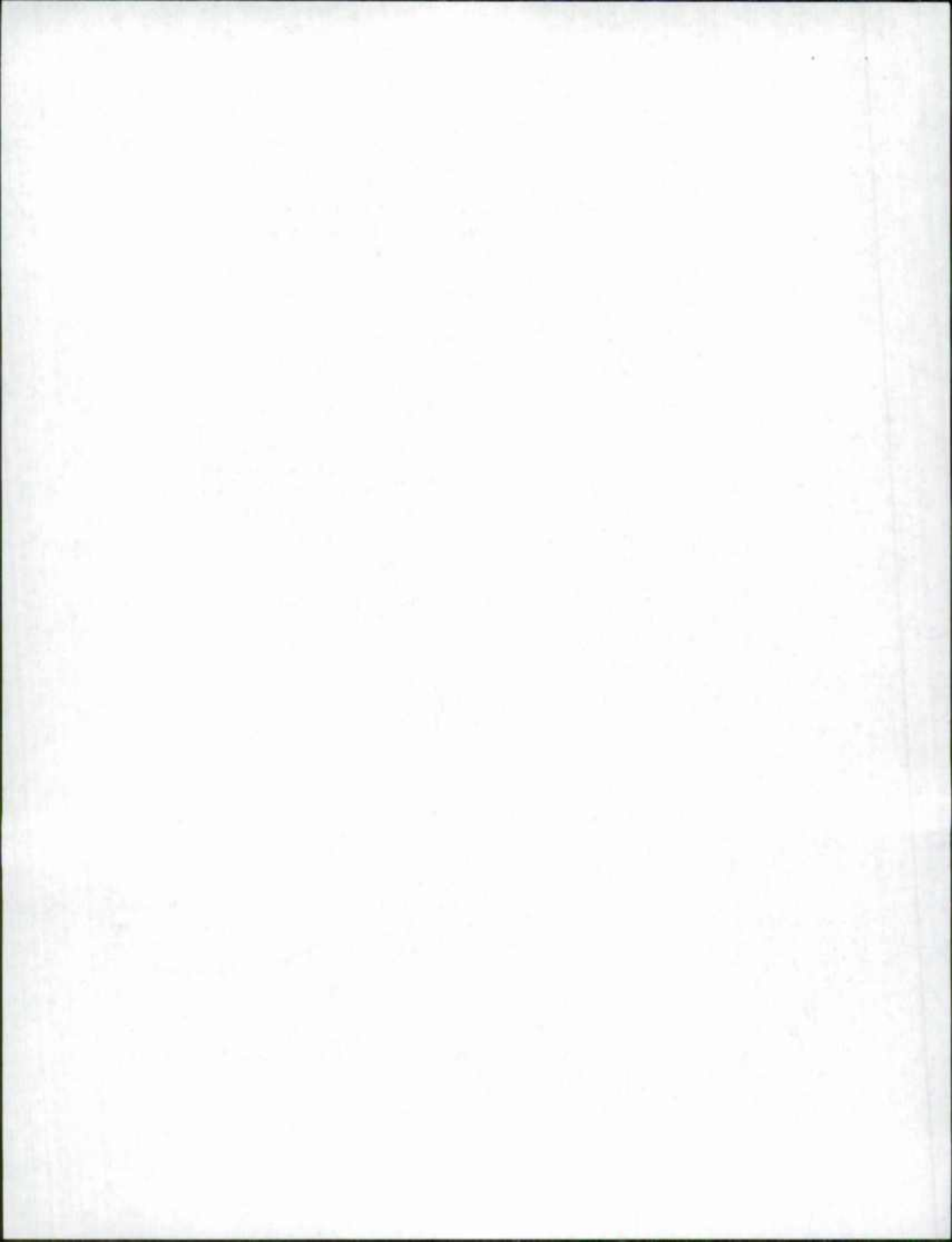
WHEREAS, the Surety Declaration establishes certain planting, monitoring and maintenance obligations related to the establishment of the 100' Shoreline Development Buffer and Expanded Buffer on the Lots and certain enforcement and lien rights for the benefit of the County in the event that the owner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

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

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

NOW THEREFORE, that in consideration of the Owner's provision of the alternative surety and other good and valuable considerations, the County does hereby forever release, acquit, discharge and exonerate the Released Lot of and from the lien, operation, force, encumbrance and effect of the lien and provisions of Paragraph 10 of the Surety Declaration, and of and from any and all process that may or can be issued in execution thereon in law, equity or otherwise howsoever.

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





- PROVIDED, HOWEVER, that nothing herein contained shall be so constructed as to:
- (iii) release the Released Lot from performance of the Plan or the provisions of the Surety Declaration other than Paragraph 10;
  - (iv) in any manner limit, impair or affect the lien of the Surety Declaration upon other Lots described therein and not heretofore released; or
  - (v) release the Released Lot from or terminate or modify the provisions of the 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

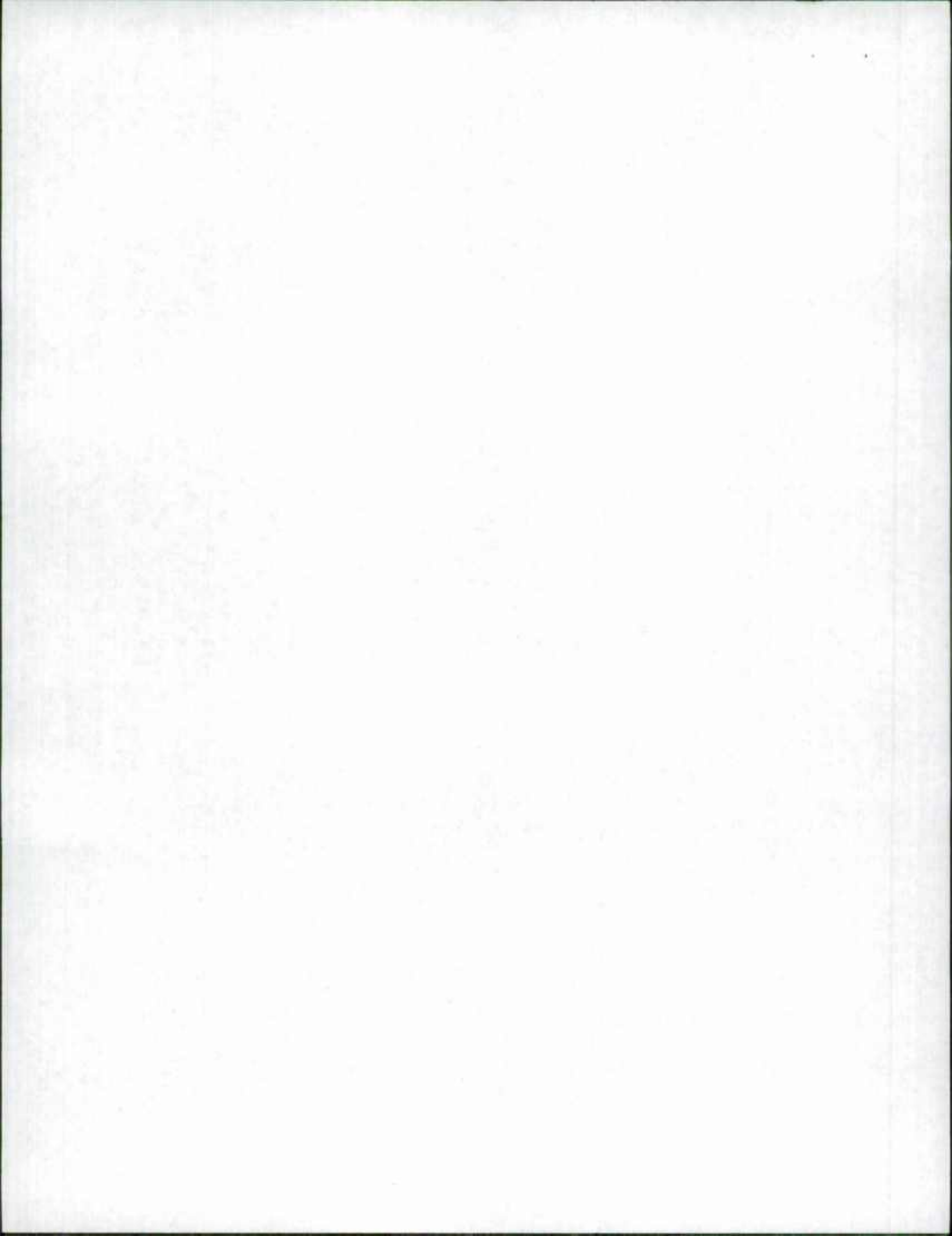


EXHIBIT C

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

\_\_\_ - Lot \_\_\_

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

WHEREAS, County and \_\_\_ ("Developer") executed a "Critical Area Forest Preservation - Buffer Management Plan Planting and Maintenance Agreement and Surety Declaration" dated June \_\_, 2010 and recorded among the Land Records of Talbot County, Maryland in Liber \_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to \_\_\_ ("Lots") of a subdivision known as "\_\_\_" and depicted by a plat entitled \_\_\_ 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*]:

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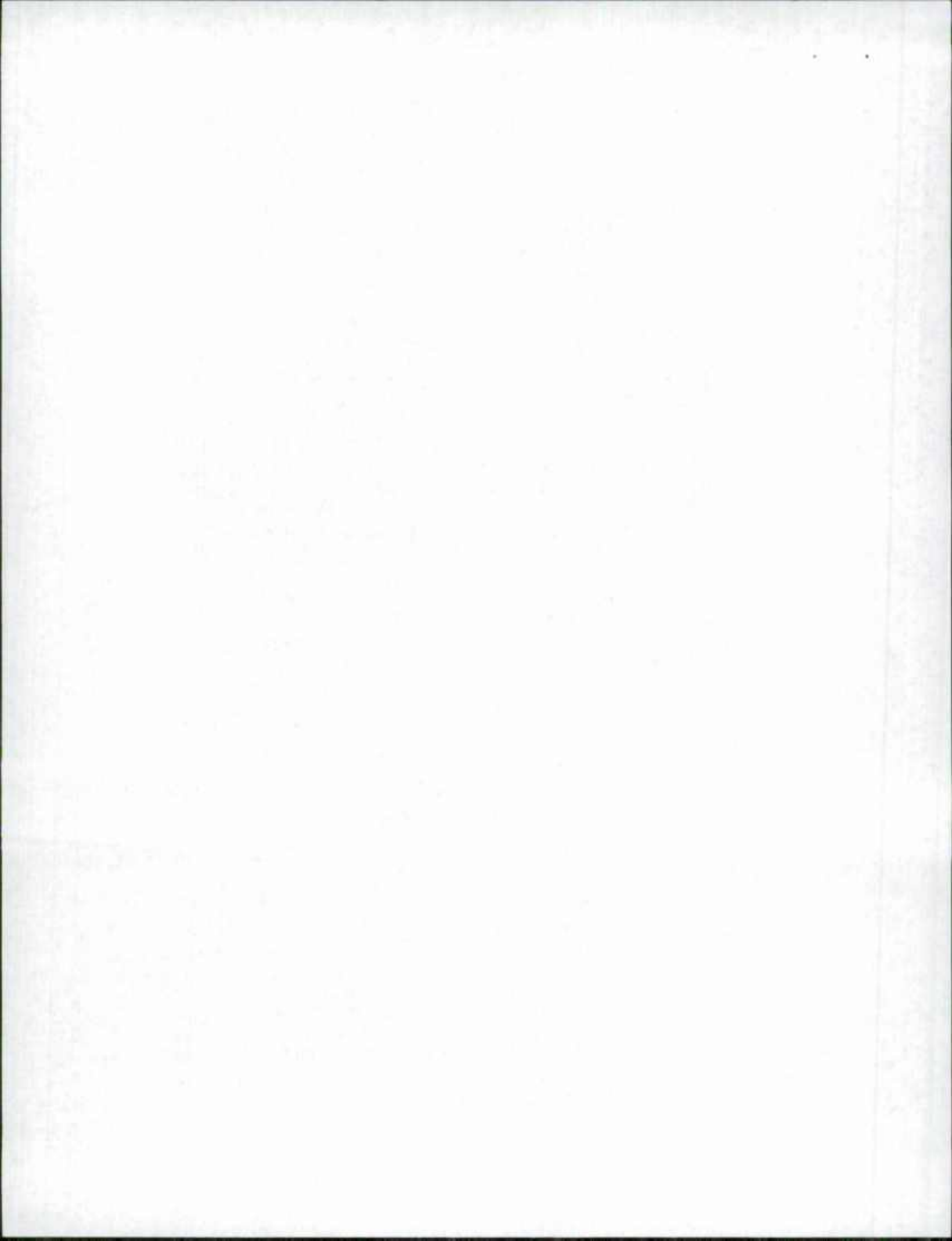
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2. The amount(s), if any, of Remedial Costs, Default Interest, Late Fee(s) and Attorneys' Fees (billed or unbilled) accrued and currently unpaid with respect to the Certified Lot are as follows:

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

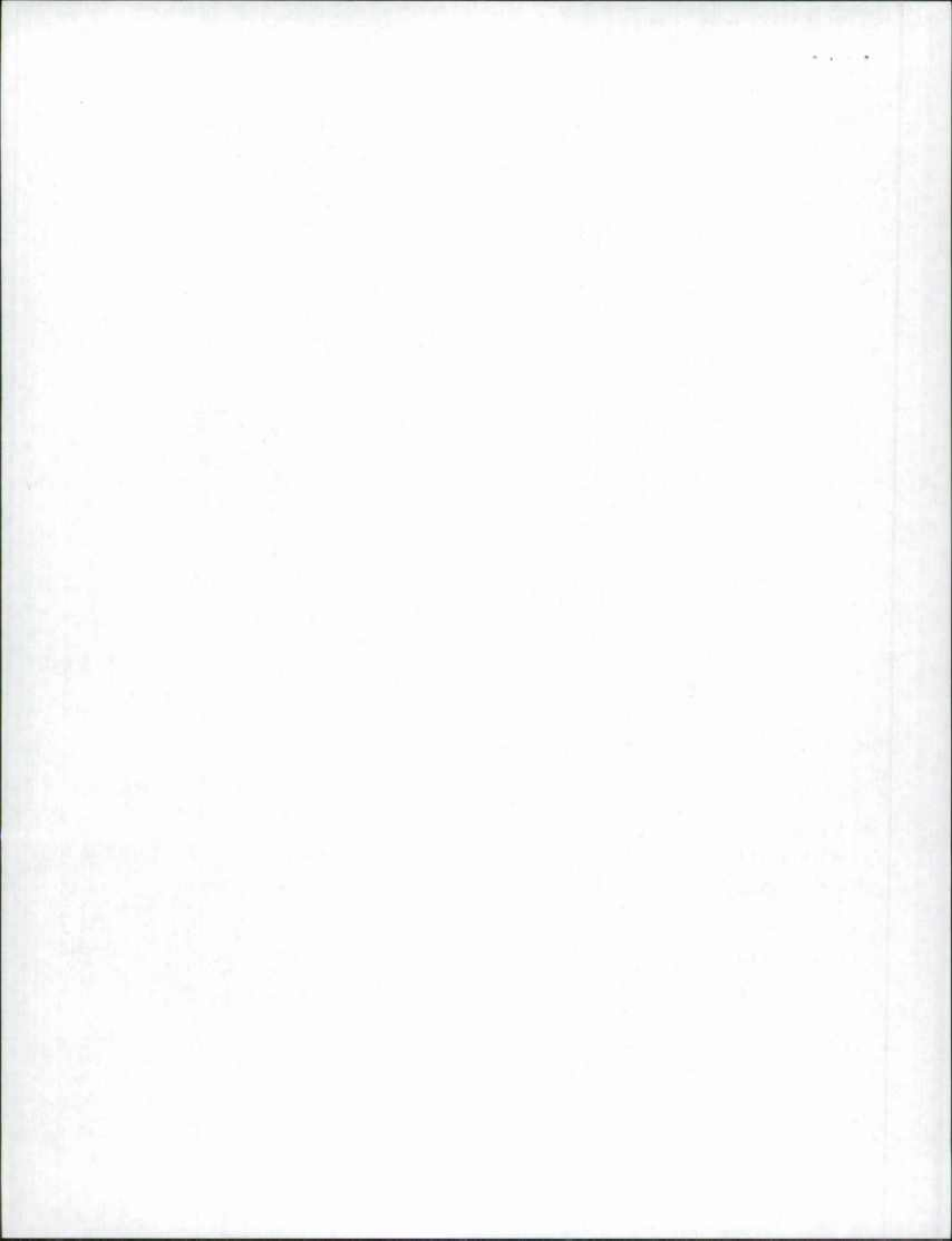
\_\_\_\_\_ (SEAL) Date: \_\_\_\_\_  
 Sandy Coyman  
 Talbot County Planning Officer

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 \_\_\_\_\_



# SEE SHEET 2 & 3 OF 5 FOR PLAN VIEW



**PREPARED FOR:** MAXMORE PROPERTIES, INC.  
c/o BARBARA KIGHT  
829 CENTRAL AVE.  
LINTHICUM, MD 21090-1401  
PHONE: 410-789-1370

**PROPERTY INFORMATION:** PARCEL 60  
MAXMORE PROPERTIES, INC.  
c/o BARBARA S. KIGHT  
26582 RIGBY LOT ROAD  
ROYAL OAK, MD 21662  
DEED REFERENCE: 951/397

PARCEL 62  
RICHARD D. KIGHT &  
BARBARA S. KIGHT  
27014 RIGBY LOT ROAD  
ROYAL OAK, MD 21662  
DEED REFERENCE: 568/122  
PLAN REFERENCE: 58/1

**CURRENT ZONING:** RR (RURAL RESIDENTIAL)  
RC (RURAL CONSERVATION DISTRICT)  
WRC (WESTERN RURAL CONSERVATION DISTRICT)

**RR ZONING DEVELOPMENT STANDARDS:**

MINIMUM LOT SIZE - 2.0 ACRES  
BUILDING RESTRICTION LINES -  
FRONT 50'  
SIDE 50'  
REAR 50'  
SEWAGE DISPOSAL AREA 50'  
MEAN HIGH WATER 100'

**RC ZONING DEVELOPMENT STANDARDS:**

MINIMUM LOT SIZE - 2.0 ACRES  
BUILDING RESTRICTION LINES -  
FRONT 50'  
SIDE 50'  
REAR 50'  
SEWAGE DISPOSAL AREA 20'  
MEAN HIGH WATER 100'  
NON-TIDAL WETLANDS 25'  
TIDAL WETLANDS 100'  
TRIBUTARY STREAM 100'

**WRC ZONING DEVELOPMENT STANDARDS:**

MINIMUM LOT SIZE - 1.0 ACRE  
BUILDING RESTRICTION LINES -  
FRONT 50'  
SIDE 50'  
REAR 50'  
NON-TIDAL WETLANDS 25'  
PERENNIAL STREAM 100'

**SITE STATISTICS: SUBJECT LANDS**

TOTAL AREA OF PROPERTY:	209,628 AC.±
TAX PARCEL 60 (BEFORE REVISION & SUBDIVISION)	206,484 AC.±
TAX PARCEL 62 (BEFORE REVISION)	3,144 AC.±

**SITE STATISTICS: NORTH SIDE RIGBY LOT ROAD**

TOTAL AREA OF PROPERTY:	160,034 AC.±
TAX PARCEL 60 (BEFORE REVISION & SUBDIVISION)	156,890 AC.±
TAX PARCEL 62 (BEFORE REVISION)	3,144 AC.±
TOTAL AREA OF STATE OWNED WETLANDS:	0.000 AC.±
AREA IN CRITICAL AREA:	53,576 AC.±
AREA IN NON-CRITICAL AREA:	106,458 AC.±
AREA TO BE SUBDIVIDED:	160,034 AC.±
AREA IN PUBLIC ROAD WIDENING EASEMENT (RIGBY LOT RD):	0.169 AC.±
AREA IN RESERVED AREA OF REMAINING LANDS PARCEL "A":	36,306 AC.±
AREA IN REMAINING LANDS PARCEL "A":	106,458 AC.±
AREA IN NATURAL CONSERVATION AREA:	51,621 AC.± (25% OF TAX PARCEL 60)

**SITE STATISTICS: SOUTH SIDE RIGBY LOT ROAD**

TOTAL AREA OF PROPERTY:	49,594 AC.±
TOTAL AREA OF STATE OWNED WETLANDS:	0.210 AC.±
AREA IN CRITICAL AREA:	20,994 AC.±
AREA IN NON-CRITICAL AREA:	28,600 AC.±
AREA TO BE SUBDIVIDED:	49,594 AC.±
AREA IN PUBLIC ROAD WIDENING EASEMENT (RIGBY LOT RD):	1.148 AC.±
AREA IN REMAINING LANDS PARCEL "B":	28,264 AC.±

**RC DEVELOPMENT RIGHTS SUMMARY:**

NORTH SIDE RIGBY LOT ROAD, TAX PARCEL 60 (BEFORE REVISION & SUBDIVISION)	
RC ACREAGE:	50,431 AC.±
TOTAL AREA OF STATE OWNED WETLANDS:	0.000 AC.±
AREA USED TO CALCULATE DEVELOPMENT RIGHTS:	50,431 AC.±
DEVELOPMENT RIGHTS PERMITTED -	2 @ 1 DR/20 ACRES
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED -	0
DEVELOPMENT RIGHTS UTILIZED HEREON -	0 (LOTS 1 AND 2)
DEVELOPMENT RIGHTS REMAINING -	0

**WRC DEVELOPMENT RIGHTS SUMMARY:**

NORTH SIDE RIGBY LOT ROAD, TAX PARCEL 60 (BEFORE REVISION & SUBDIVISION)	
WRC ACREAGE:	106,457 AC.±
DEVELOPMENT RIGHTS PERMITTED -	8 @ 3+1 DR/20 ACRES
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED -	1 (REVISED TAX PARCEL 60, REMAINING LANDS PARCEL "A")
DEVELOPMENT RIGHTS UTILIZED HEREON -	0
DEVELOPMENT RIGHTS REMAINING -	7 (ASSIGNED TO REVISED TAX PARCEL 60, REMAINING LANDS PARCEL "A")

**RC DEVELOPMENT RIGHTS SUMMARY:**

SOUTH SIDE RIGBY LOT ROAD, TAX PARCEL 60 (BEFORE SUBDIVISION)	
RC ACREAGE:	20,994 AC.±
TOTAL AREA OF STATE OWNED WETLANDS:	0.210 AC.±
AREA USED TO CALCULATE DEVELOPMENT RIGHTS:	20,784 AC.±
DEVELOPMENT RIGHTS PERMITTED -	1 @ 1 DR/20 ACRES
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED -	0
DEVELOPMENT RIGHTS UTILIZED HEREON -	1 (LOT 3)
DEVELOPMENT RIGHTS REMAINING -	0

**WRC DEVELOPMENT RIGHTS SUMMARY:**

SOUTH SIDE RIGBY LOT ROAD, TAX PARCEL 60 (BEFORE SUBDIVISION)	
WRC ACREAGE:	28,601 AC.±
DEVELOPMENT RIGHTS PERMITTED -	4
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED -	4
DEVELOPMENT RIGHTS UTILIZED HEREON -	4 (ASSIGNED TO REMAINING LANDS "B")
DEVELOPMENT RIGHTS REMAINING -	0

**RR DEVELOPMENT RIGHTS SUMMARY:**

TAX PARCEL 62 (BEFORE REVISION)	
RR ACREAGE:	3,144 AC.±
DEVELOPMENT RIGHTS PERMITTED -	1 @ 1 DR/5 ACRES
DEVELOPMENT RIGHTS PREVIOUSLY UTILIZED -	0
DEVELOPMENT RIGHTS UTILIZED HEREON -	0
DEVELOPMENT RIGHTS REMAINING -	0

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

**SURVEYOR'S CERTIFICATE**

THE PRESENT OWNERS OF THE LAND OF WHICH THIS SUBDIVISION AND REVISION ARE COMPRISED ARE MAXMORE PROPERTIES, INC. (TAX PARCEL 60) AND RICHARD D. KIGHT AND BARBARA S. KIGHT (TAX PARCEL 62). THE OWNERS CONCUR WITH ALL NOTATIONS AND REPRESENTATIONS ON THIS THIS PLAT WHICH IS PREPARED FOR AND WILL BE RECORDED AT THEIR REQUEST.

I, THOMAS D. LANE, HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION AND REVISION OF THE LAND CONVEYED BY PD-SHEETZ CONSTRUCTION CORPORATION TO MAXMORE PROPERTIES, INC. BY DEED DATED OCTOBER 31, 1989, AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 951, FOLIO 397 (TAX PARCEL 60) AND A REVISION OF THE LAND CONVEYED BY JOHN D. SHEETZ INC. TO RICHARD D. KIGHT AND BARBARA S. KIGHT BY DEED DATED OCTOBER 15, 1982 AND RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY, MARYLAND IN LIBER 568, FOLIO 122 (TAX PARCEL 62); AND THAT ALL REQUIREMENTS ARE IN PLACE.

*Thomas D. Lane* 6/29/2010  
THOMAS D. LANE  
PROPERTY LINE SURVEYOR NO. 346  
117 BAY STREET  
EASTON, MARYLAND 21601  
(410) 822-8003

**FLOOD ZONE INFORMATION:**

THE LAND SHOWN HEREON IS IN FLOOD ZONES "AA" (EL 6) & "C" AND IS LOCATED WITHIN THE COASTAL FLOOD ZONE AS SHOWN ON THE FEDERAL INSURANCE RATE MAPS FOR TALBOT COUNTY, MARYLAND. THEREFORE, MANDATORY FLOOD INSURANCE IS REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, WASHINGTON, D.C. SEE F.E.M.A. MAP NO. 240066 0032 A

**FLOODPLAIN LEGEND:**  
A - 100 YR. FLOOD ZONE  
B - 500 YR. FLOOD ZONE  
C - AREA OF MINIMAL FLOODING

THE FLOOD ZONE FOR THE "AA" PORTION OF THE PROPERTY WOULD BE INUNDATED BY A FLOOD HAVING A ONE-PERCENT CHANCE OF OCCURRENCE IN ANY GIVEN YEAR. THEREFORE, ANY NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENT ON THE PROPERTY IS SUBJECT TO FEDERAL, STATE, AND LOCAL REGULATIONS.

A PORTION OF THE LAND SHOWN HEREON LIES WITHIN THE CHESAPEAKE BAY CRITICAL AREA.

THE LOCATION OF BUILDINGS AND STRUCTURES SHOWN HEREON WERE TAKEN FROM THE TALBOT COUNTY AERIAL MAPS OF 2006 AND FIELD VERIFIED BY LANE ENGINEERING, LLC.

**TALBOT COUNTY OFFICE OF PLANNING AND ZONING**

THIS PLAT REPRESENTS A SUBDIVISION AND REVISION OF TAX PARCEL 60 AND REVISION OF TAX PARCEL 62 ON THE LANDS OF MAXMORE PROPERTIES, INC. PREVIOUSLY RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY AT LIBER 951, FOLIO 397 (TAX PARCEL 60) AND THE LANDS OF RICHARD D. KIGHT AND BARBARA S. KIGHT, PREVIOUSLY RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY AT LIBER 568, FOLIO 122 (TAX PARCEL 62).

*Shirley M. Brown* 6.30.10  
SHIRLEY M. BROWN  
PLANNING OFFICER

**TALBOT COUNTY HEALTH DEPARTMENT**

LOTS 1 THROUGH 3, AS SHOWN HEREON, ARE APPROVED FOR INDIVIDUAL WATER AND SEWAGE SYSTEMS AND THEIR USE IS IN ACCORDANCE WITH TALBOT COUNTY COMPREHENSIVE WATER AND SEWER PLAN AND MARYLAND DEPARTMENT OF THE ENVIRONMENT REGULATION 26.04.03. THE HEALTH DEPARTMENT APPROVAL ON THE PLAT CERTIFIES THAT THE LOTS SHOWN HEREON ARE IN COMPLIANCE WITH THE PERTINENT HEALTH DEPARTMENT LAWS AND REGULATIONS AS OF THE APPROVAL DATE. THIS OR VEGETATION, DEVIATION FROM THESE CRITERIA SHALL REQUIRE APPROVAL FROM THE TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE 36,306 ACRES OF RESERVED AREA AS SHOWN ON THIS PLAT AS RESERVED AREA OF REMAINING LANDS PARCEL "A" IS PERMANENTLY PROTECTED OPEN SPACE AND MAY NOT BE DEVELOPED FOR RESIDENTIAL, COMMERCIAL OR INDUSTRIAL DEVELOPMENT AS PER THE TALBOT COUNTY CODE CHAPTER 190, ARTICLE X, SECTION 190-198. THE CREATION OF THIS 36,306 ACRE AREA SHALL THEREFORE NOT BE CONSIDERED FOR DEVELOPMENT PURPOSES.

THE 4,149 ACRES OF RESERVED AREA AS SHOWN ON THIS PLAT AS RESERVED AREA OF REVISED TAX PARCEL 62 IS PERMANENTLY PROTECTED OPEN SPACE AND MAY NOT BE DEVELOPED FOR RESIDENTIAL, COMMERCIAL OR INDUSTRIAL DEVELOPMENT AS PER THE TALBOT COUNTY CODE CHAPTER 190, ARTICLE X, SECTION 190-198. THE CREATION OF THIS 4,149 ACRE AREA SHALL THEREFORE NOT BE CONSIDERED FOR DEVELOPMENT PURPOSES.

REMAINING LANDS PARCEL "A" (142,784 AC.±) AND REMAINING LANDS PARCEL "B" (28,264 AC.±) ARE NOT LEGALLY ESTABLISHED UNDER COMAR 26.04.03 AND MAY NOT BE CONSIDERED FOR DEVELOPMENT UNTIL SUCH TIME AS EITHER THE PARCELS CAN BE SERVED BY A COMMUNITY SEWAGE DISPOSAL SYSTEM OR EVALUATION OF THE PARCELS DEMONSTRATES THAT THE PARCELS MEET THE PROVISIONS SET FORTH IN THE CODE OF MARYLAND REGULATIONS FOR SUBDIVISION OF LAND. IN PLACE AT THE TIME THE PROPOSAL IS SUBMITTED. FURTHERMORE, DEVELOPMENT MUST BE CONSISTENT WITH APPLICABLE STATE AND COUNTY CODES, REGULATIONS AND LAWS, AND THE PARCELS MAY NOT BE SERVED BY NON-CONVENTIONAL MEANS OF ON-SITE SEWAGE DISPOSAL. REMAINING LANDS PARCELS "A" AND "B" SHALL BE REVIEWED THROUGH THE APPROPRIATE SUBDIVISION OR REVISION PLAT PROCESS IN ORDER TO BE ESTABLISHED AS A BUILDABLE LOT.

THIS REVISION PLAT IS APPROVED BY THE TALBOT COUNTY HEALTH DEPARTMENT.

*Katherine Jester* 6/30/10  
KATHERINE JESTER  
HEALTH OFFICER

**FOREST CALCULATIONS IN CRITICAL AREA (BEFORE SUBDIVISION & REVISION):**

TAX PARCEL 60	
TOTAL AREA OF PROPERTY:	206,484 AC.±
AREA IN CRITICAL AREA:	71,425 AC.±
AREA OF EXISTING FOREST:	5,741 AC.±
REQUIRED FOREST AREA (15% OF 71,425 AC.±):	10,714 AC.±

TAX PARCEL 62	
TOTAL AREA OF PROPERTY:	3,144 AC.±
AREA IN CRITICAL AREA:	3,144 AC.±
AREA OF EXISTING FOREST:	0.373 AC.±

TOTAL FOREST TAX PARCEL 60	
NET AREA OF EXISTING FOREST:	4,728 AC.± (EXCLUDES AREA IN DRAINAGE AND UTILITY EASEMENTS)
BUFFER ESTABLISHMENT AFFORESTATION AREA:	12,403 AC.±
TOTAL CRITICAL AREA FOREST:	17,131 AC.± (24%)

**FOREST CALCULATIONS IN NON-CRITICAL AREA (BEFORE SUBDIVISION & REVISION):**

TAX PARCEL 60	
TOTAL AREA OF PROPERTY:	206,484 AC.±
AREA IN NON-CRITICAL AREA:	135,058 AC.±
AREA OF EXISTING FOREST:	92,835 AC.±

NOTE: SEE SHEET 3 OF 3 FOR TOTAL FOREST ON SITE AFTER REVISION AND SUBDIVISION

TIDAL WETLAND CLASSIFICATION TABLE		
CLASSIFICATION	AREA	OWNERSHIP
#41-MEADOW CORDGRASS/SPIKEGRASS	3,275 SQ. FT.	PRIVATE
#42-MARSH/ELDER/GROUNDSEL BUSH	9,133 SQ. FT.	PRIVATE
#51-SMOOTH CORDGRASS	9,133 SQ. FT.	STATE

**PROPERTY OWNER'S DECLARATION**

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

WE, RICHARD D. KIGHT AND BARBARA KIGHT, OWNERS OF TAX PARCEL 62 AS SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS LINE REVISION.

*Barbara Kight* 6/28/10  
BARBARA KIGHT  
DATE 6/28/10  
THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS *20th* DAY OF *June* 2010.  
NOTARY *Elizabeth J. Fink*

*Richard D. Kight* 6/28/10  
RICHARD D. KIGHT  
DATE 6/28/10  
THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS *20th* DAY OF *June* 2010.  
NOTARY *Elizabeth J. Fink*

WE, MAXMORE PROPERTIES INC., OWNERS OF TAX PARCEL 60 AS SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS SUBDIVISION AND LINE REVISION.

*Barbara Kight* 6/28/10  
BARBARA KIGHT (PRESIDENT)  
DATE 6/28/10  
THE OWNER HAS SWORN TO AND SUBSCRIBED BEFORE ME THIS *20th* DAY OF *June* 2010.  
NOTARY *Elizabeth J. Fink*

**TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS**

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

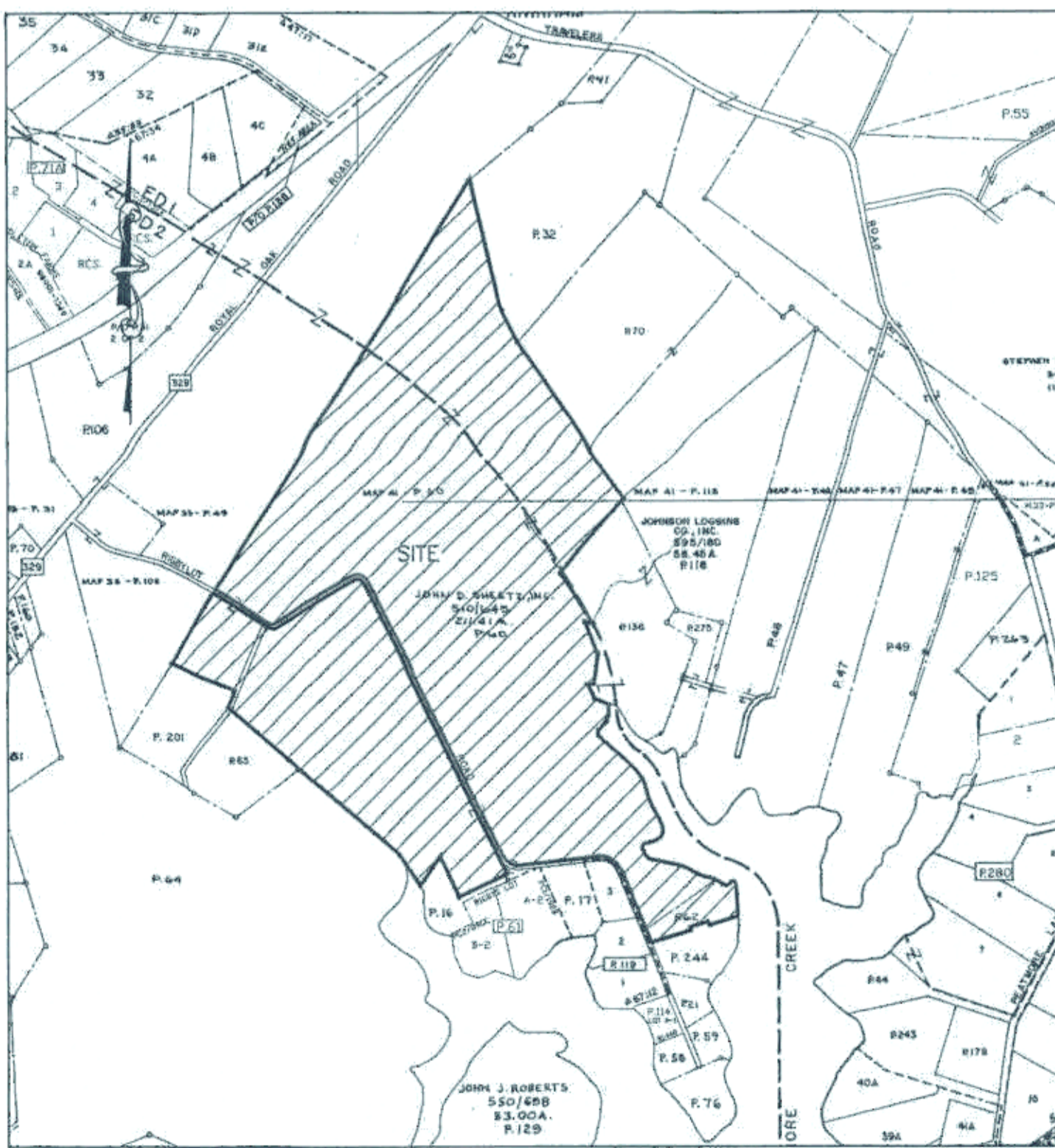
THESE LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE "2000 MARYLAND STORMWATER DESIGN MANUAL", ENVIRONMENTALLY SENSITIVE DEVELOPMENT CRITERIA (CHAPTER 5-STORMWATER CREDITS FOR INNOVATIVE SITE PLANNING). IN ACCORDANCE WITH THIS CRITERIA TWENTY-FIVE PERCENT (25%) OF TAX PARCEL 60 (51,261 AC.±) SHALL BE PROTECTED AS "NATURAL CONSERVATION AREA" AS SHOWN HEREON.

GROSS SITE AREA - 206,484 AC.±  
25% GROSS SITE AREA - 51,621 AC.±  
NATURAL CONSERVATION AREA PROVIDED - 51,621 AC.±

NATURAL CONSERVATION AREAS SHALL BE MAINTAINED IN A NATURAL AND PASSIVE USE. THESE AREAS SHALL BE PLANTED OR OTHERWISE MAINTAINED TO MINIMIZE THE PROLIFERATION OF NOXIOUS OR INVASIVE WEEDS OR VEGETATION. DEVIATION FROM THESE CRITERIA SHALL REQUIRE APPROVAL FROM THE TALBOT COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO ANY DEVELOPMENT ACTIVITY.

BUILDING PERMITS FOR SINGLE LOTS ACCESSING THE PUBLIC ROAD MAY BE RESTRICTED UNTIL ENTRANCE SPECIFICATIONS AT THE PUBLIC ROAD RIGHT-OF-WAY ARE MET IN ACCORDANCE WITH PROVISIONS OF TALBOT COUNTY CODE.  
LOT 3 IS RESTRICTED TO ONE NON-AGRICULTURAL ACCESS TO RIGBY LOT ROAD.

*R. J. Bl...* 6/30/10  
TALBOT COUNTY ENGINEER



**VICINITY MAP**  
SCALE: 1" = 1000'

**GENERAL NOTES**

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

CUTTING AND CLEARING OF TREES WITHIN TALBOT COUNTY IS SUBJECT TO REVIEW BY TALBOT COUNTY PLANNING AND ZONING OFFICE. PLEASE CONTACT THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING AT (410-770-8030) FOR FURTHER INFORMATION.

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

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

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

REMOVAL OF NATURAL VEGETATION WITHIN THE 100 FOOT SHORELINE DEVELOPMENT BUFFER AND EXPANDED BUFFER IS PROHIBITED. CUTTING AND/OR MOWING OF NATURAL VEGETATION WITHIN THE BUFFER IS SUBJECT TO REVIEW BY THE PLANNING AND ZONING OFFICE. PLEASE CONTACT THE TALBOT COUNTY OFFICE OF PLANNING AND ZONING AT (410) 770-8030 FOR FURTHER INFORMATION.

UPON CHANGE OF LAND USE, THE 100' SHORELINE DEVELOPMENT BUFFER ON LOTS 1 THROUGH 3 AND EXPANDED BUFFER ON LOT 3 SHALL BE ESTABLISHED IN THREE TIER NATURAL VEGETATION AS SHOWN HEREON.

UPON CHANGE OF LAND USE ON EITHER LOTS 1 OR 2, THE 100' SHORELINE DEVELOPMENT BUFFER ON REMAINING LANDS PARCEL "A" SHALL BE ESTABLISHED IN THREE TIER NATURAL VEGETATION AS SHOWN.

THIS CRITICAL AREA FOREST & BUFFER MANAGEMENT PLAN IS SUBJECT TO A CRITICAL AREA FOREST PRESERVATION-BUFFER MANAGEMENT PLAN PLANTING AND MAINTENANCE AGREEMENT AND SURETY DECLARATION RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY AT LIBER 1801, FOLIO 322.

THE BUFFER ESTABLISHMENT AFFORESTATION AREAS SHOWN HEREON ARE PART OF A LARGER, LONG-TERM PROTECTED BUFFER AND EXPANDED BUFFER AREA AND ARE SUBJECT TO A CRITICAL AREA FOREST AND BUFFER PROTECTION AGREEMENT DOCUMENT RECORDED AMONG THE LAND RECORDS OF TALBOT COUNTY AT LIBER 1801, FOLIO 324.

THE TIDAL WETLANDS AND TRIBUTARY STREAM SHOWN ON SHEET 2 WERE FIELD DELINEATED BY M. STARK MCLAUGHLIN, QUALIFIED PROFESSIONAL WITH LANE ENGINEERING, LLC. THE NONTIDAL WETLANDS AND TRIBUTARY STREAM SHOWN ON SHEET 2 WERE TAKEN FROM THE NATIONAL WETLAND INVENTORY MAPS. THE NON-TIDAL WETLANDS AND TRIBUTARY STREAM SHOWN ON SHEET 2 WERE FIELD VERIFIED BY M. STARK MCLAUGHLIN AND ALAN KAMPMeyer, MARYLAND DEPARTMENT OF THE ENVIRONMENT ON MARCH 10, 2010.

**LOT COVERAGE CALCULATIONS IN CRITICAL AREA-RC (AFTER SUBDIVISION AND REVISION):**

RESERVED AREA OF REMAINING LANDS PARCEL "A"	36,306 AC.±
TOTAL AREA:	36,306 AC.±
ALLOWABLE LOT COVERAGE:	237,223 SF (15% OF 36,306 AC.±)
EXISTING LOT COVERAGE:	0 SF
ALLOWABLE LOT COVERAGE REMAINING:	237,223 SF

TOTAL EXISTING LOT COVERAGE:	1,661 SF
ALLOWABLE LOT COVERAGE REMAINING:	235,562 SF

**NOTE: THE RESERVED AREA OF REMAINING LANDS PARCEL "A" IS RESTRICTED WITH A RESERVED LANDS AGRICULTURAL, INDUSTRIAL OR RESIDENTIAL DEVELOPMENT IS PERMITTED IN THIS AREA.**

LOT 1	
TOTAL AREA:	4,980 AC.±
AREA IN CRITICAL AREA:	4,980 AC.±
ALLOWABLE LOT COVERAGE:	32,539 SF (15% OF 4,980 AC.±)
EXISTING LOT COVERAGE:	0 SF
ALLOWABLE LOT COVERAGE REMAINING:	32,539 SF

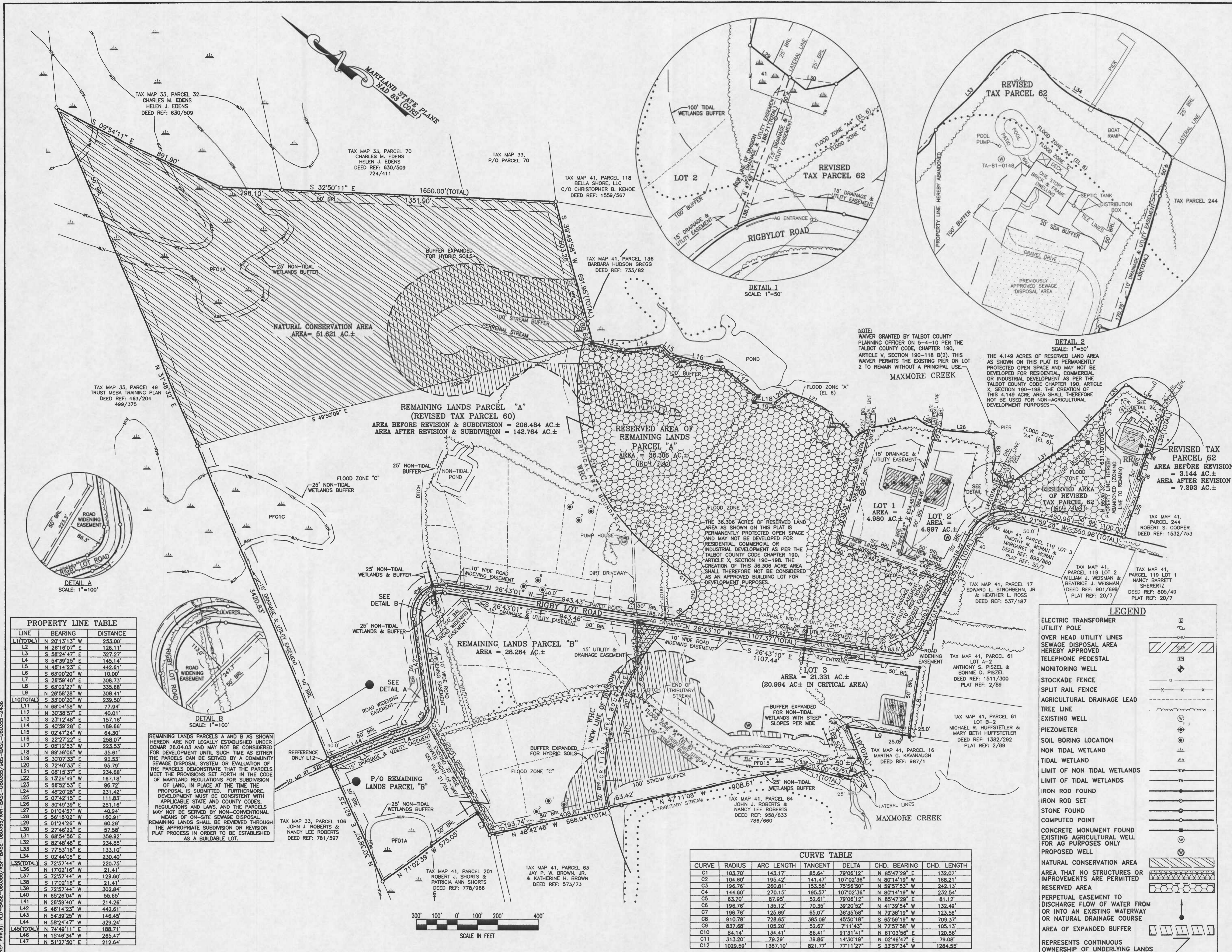
LOT 2	
TOTAL AREA:	4,997 AC.±
AREA IN CRITICAL AREA:	4,997 AC.±
ALLOWABLE LOT COVERAGE:	32,650 SF (15% OF 4,997 AC.±)
EXISTING LOT COVERAGE:	0 SF
ALLOWABLE LOT COVERAGE REMAINING:	32,650 SF

LOT 3	
TOTAL AREA:	21,331 AC.±
AREA IN CRITICAL AREA:	20,994 AC.±
AREA IN STATE OWNED WETLANDS:	0.210 AC.±
AREA USED TO CALCULATE LOT COVERAGE:	20,784 AC.±
ALLOWABLE LOT COVERAGE:	135,803 SF (15% OF 20,784 AC.±)
EXISTING LOT COVERAGE:	0 SF
ALLOWABLE LOT COVERAGE REMAINING:	135,803 SF

REVISED TAX PARCEL 62:	

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

No.	DATE	DESCRIPTION	BY
1	2/4/10	REVISED PER 1/13/10 TAC COMMENTS	TDL
2	4/5/10	REVISED PER 3/10/10 TAC COMMENTS	TDL
3	5/17/10	REVISED PER 5/12/10 TAC COMMENTS	TDL
4	6/10/10	REVISED PER 5/26/10 CRM COMMENTS	TDL
5	6/22/10	REVISED PER 6/16/10 CRM COMMENTS	TDL



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 XREF File(s): VLD-BASE-080355\REF-BASE-080355\REF-BASE-080355\REF-BASE-080355-2436  
 Project Manager: TDI

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 15 Huntington St., Easton, MD 21613 (410) 321-0818  
 354 Pennsylvania Ave., Centerville, MD 21617 (410) 758-2095

NOT VALID FOR CONSTRUCTION  
 UNLESS SIGNED AND DATED HERE:

SEAL

6-29-2010 DATE

**SUBDIVISION AND  
 LINE REVISION FINAL  
 PLAT AND BMP#M1114**

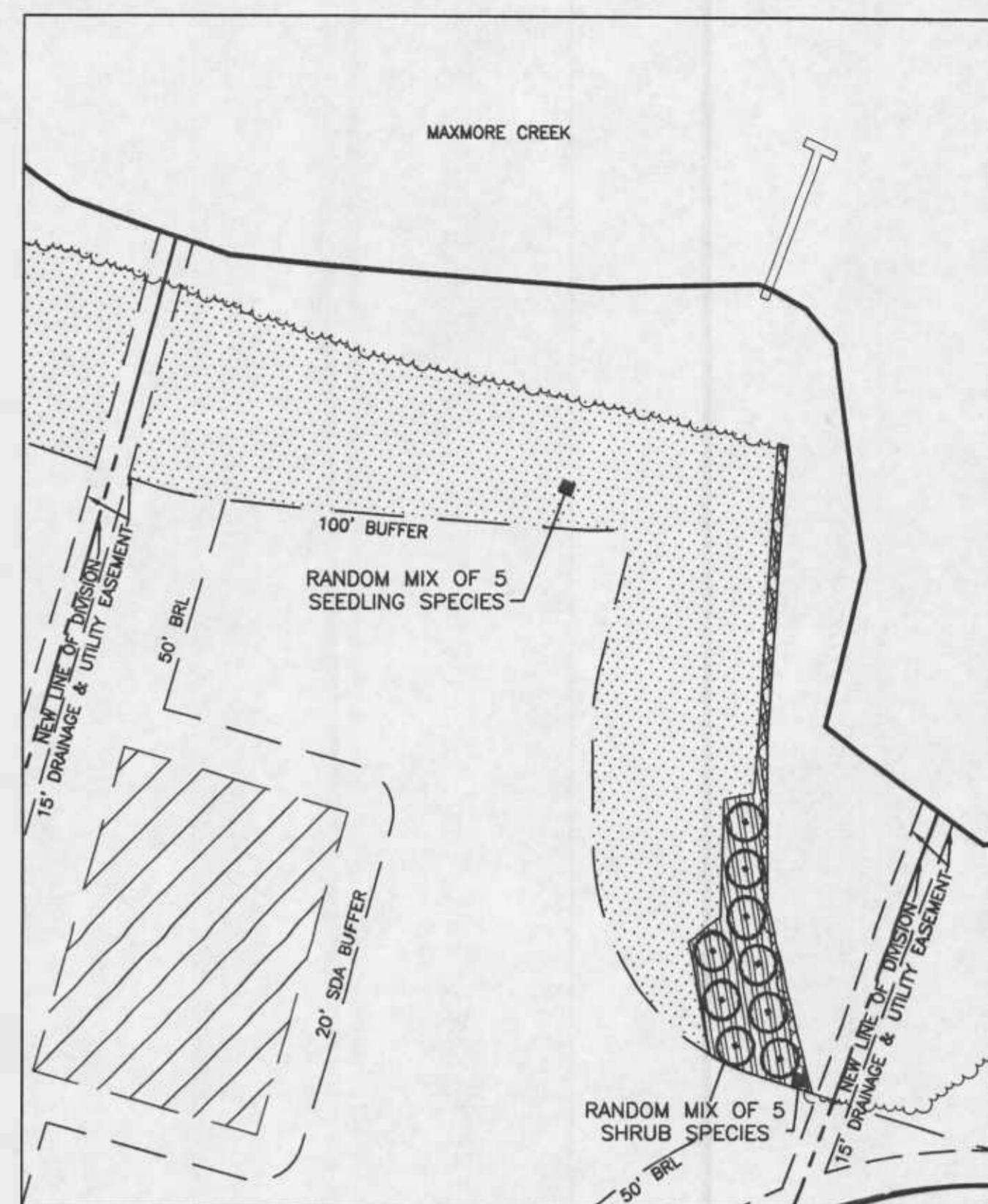
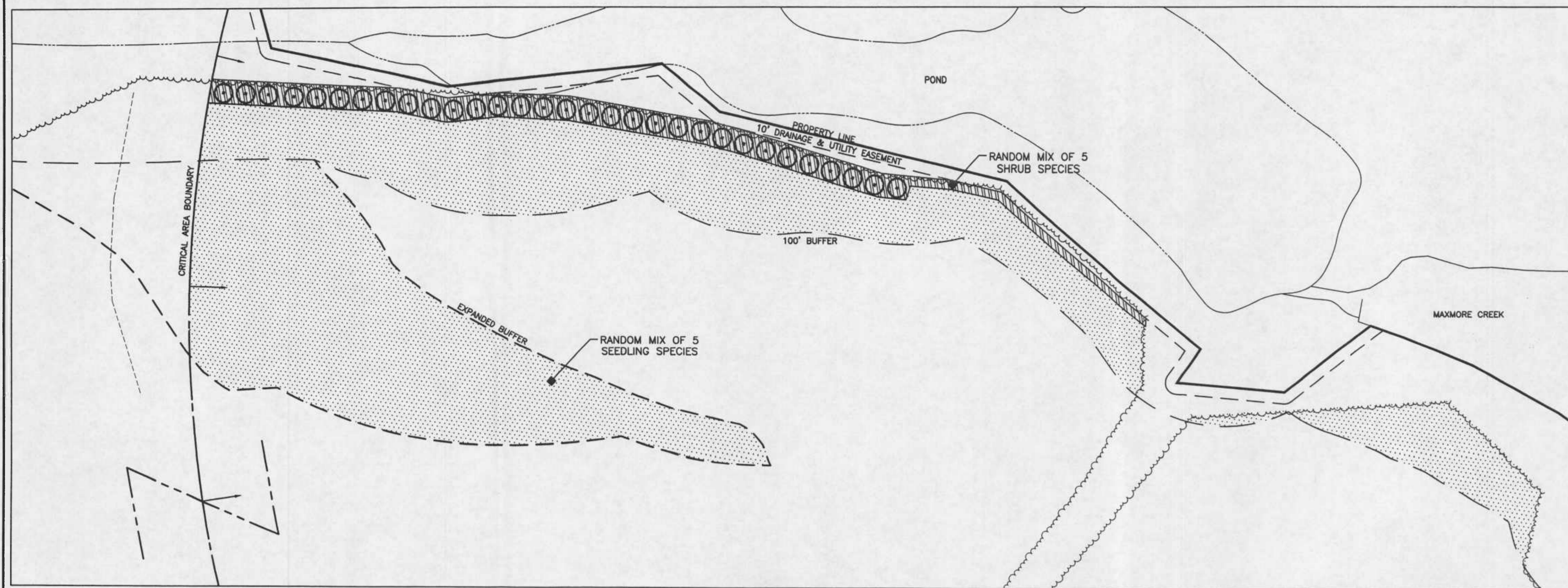
ON THE LAND OF  
 MAXMORE PROPERTIES, INC.  
 AND RICHARD D. KIGHT &  
 BARBARA S. KIGHT

IN THE SECOND ELECTION DISTRICT  
 TALBOT COUNTY, MARYLAND  
 TAX MAP 41 GRID 4 PARCELS 60 & 62

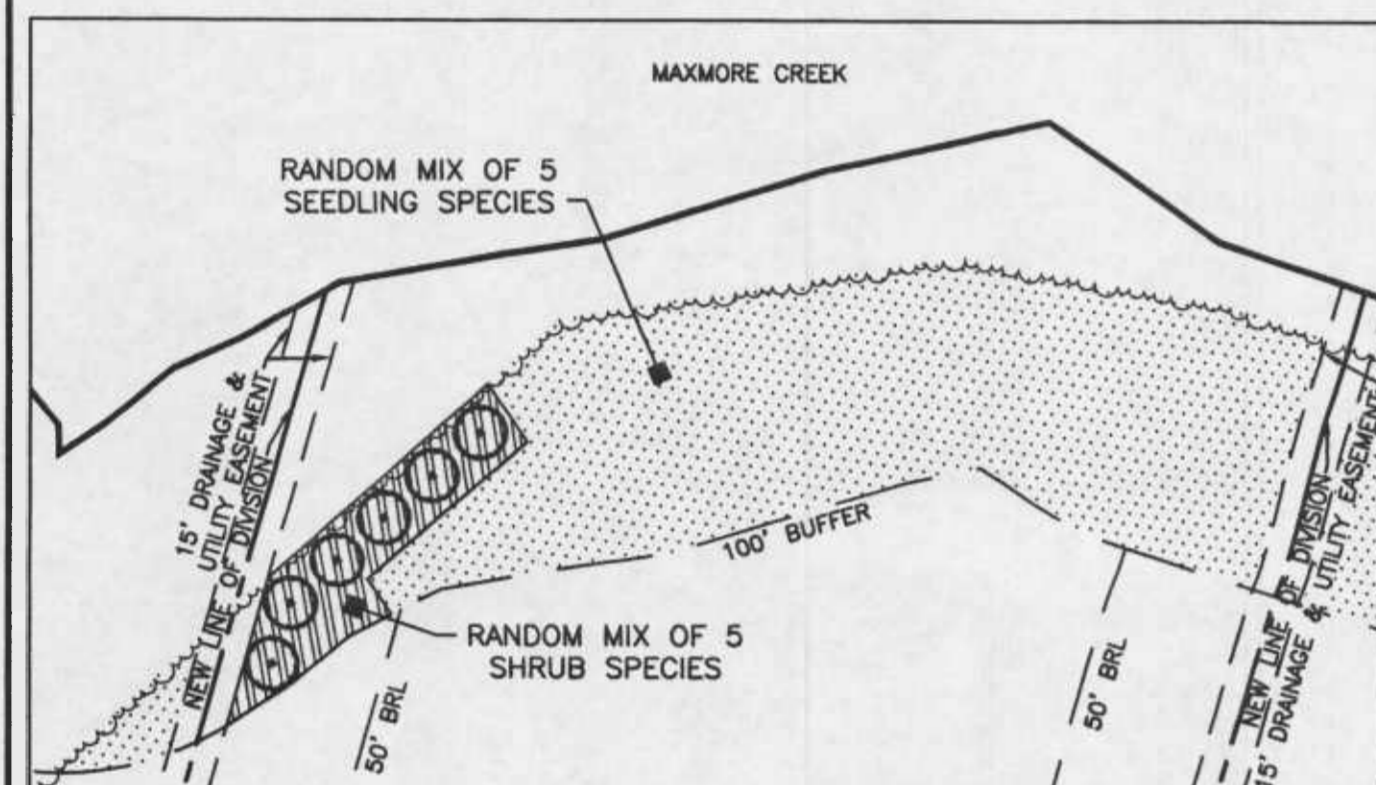
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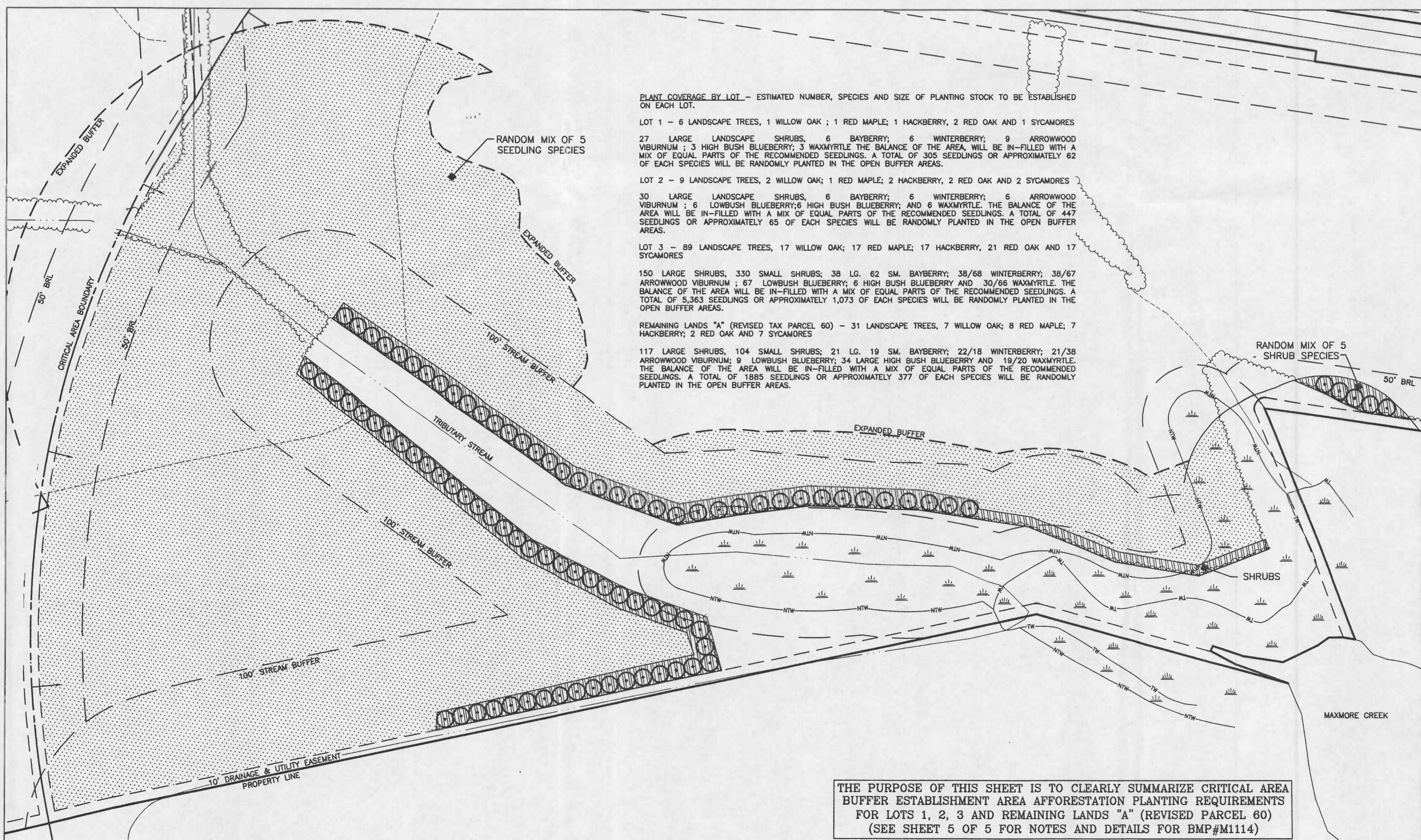




REMAINING LANDS "A" (REVISED TAX PARCEL 60)



LOT 1



**PLANT COVERAGE BY LOT - ESTIMATED NUMBER, SPECIES AND SIZE OF PLANTING STOCK TO BE ESTABLISHED ON EACH LOT.**

LOT 1 - 6 LANDSCAPE TREES, 1 WILLOW OAK ; 1 RED MAPLE; 1 HACKBERRY, 2 RED OAK AND 1 SYCAMORES

27 LARGE LANDSCAPE SHRUBS, 6 BAYBERRY; 6 WINTERBERRY; 9 ARROWWOOD VIBURNUM ; 3 HIGH BUSH BLUEBERRY; 3 WAXMYRTLE. THE BALANCE OF THE AREA, WILL BE IN-FILLED WITH A MIX OF EQUAL PARTS OF THE RECOMMENDED SEEDLINGS. A TOTAL OF 305 SEEDLINGS OR APPROXIMATELY 62 OF EACH SPECIES WILL BE RANDOMLY PLANTED IN THE OPEN BUFFER AREAS.

LOT 2 - 9 LANDSCAPE TREES, 2 WILLOW OAK; 1 RED MAPLE; 2 HACKBERRY, 2 RED OAK AND 2 SYCAMORES

30 LARGE LANDSCAPE SHRUBS, 6 BAYBERRY; 6 WINTERBERRY; 6 ARROWWOOD VIBURNUM ; 6 LOWBUSH BLUEBERRY; 6 HIGH BUSH BLUEBERRY AND 6 WAXMYRTLE. THE BALANCE OF THE AREA WILL BE IN-FILLED WITH A MIX OF EQUAL PARTS OF THE RECOMMENDED SEEDLINGS. A TOTAL OF 447 SEEDLINGS OR APPROXIMATELY 65 OF EACH SPECIES WILL BE RANDOMLY PLANTED IN THE OPEN BUFFER AREAS.

LOT 3 - 89 LANDSCAPE TREES, 17 WILLOW OAK; 17 RED MAPLE; 17 HACKBERRY, 21 RED OAK AND 17 SYCAMORES

150 LARGE SHRUBS, 330 SMALL SHRUBS; 38 LG. 62 SM. BAYBERRY; 38/68 WINTERBERRY; 38/67 ARROWWOOD VIBURNUM ; 67 LOWBUSH BLUEBERRY; 6 HIGH BUSH BLUEBERRY AND 30/66 WAXMYRTLE. THE BALANCE OF THE AREA WILL BE IN-FILLED WITH A MIX OF EQUAL PARTS OF THE RECOMMENDED SEEDLINGS. A TOTAL OF 5,363 SEEDLINGS OR APPROXIMATELY 1,073 OF EACH SPECIES WILL BE RANDOMLY PLANTED IN THE OPEN BUFFER AREAS.

REMAINING LANDS "A" (REVISED TAX PARCEL 60) - 31 LANDSCAPE TREES, 7 WILLOW OAK; 8 RED MAPLE; 7 HACKBERRY; 2 RED OAK AND 7 SYCAMORES

117 LARGE SHRUBS, 104 SMALL SHRUBS; 21 LG. 19 SM. BAYBERRY; 22/18 WINTERBERRY; 21/38 ARROWWOOD VIBURNUM; 9 LOWBUSH BLUEBERRY; 34 LARGE HIGH BUSH BLUEBERRY AND 19/20 WAXMYRTLE. THE BALANCE OF THE AREA WILL BE IN-FILLED WITH A MIX OF EQUAL PARTS OF THE RECOMMENDED SEEDLINGS. A TOTAL OF 1885 SEEDLINGS OR APPROXIMATELY 377 OF EACH SPECIES WILL BE RANDOMLY PLANTED IN THE OPEN BUFFER AREAS.

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

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	5/21/10	REVISED PER 5/12/10 TAC COMMENTS	EJF
2	6/10/10	REVISED PER 5/26/10 CRM COMMENTS	EJF

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NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE:

*[Signature]* DATE: 6/29/10

**SUBDIVISION AND LINE REVISION FINAL PLAT AND BMP #M1114**

ON THE LAND OF MAXMORE PROPERTIES, INC.  
IN THE SECOND ELECTION DISTRICT TALBOT COUNTY, MARYLAND  
TAX MAP 41 GRID 4 PARCEL 60

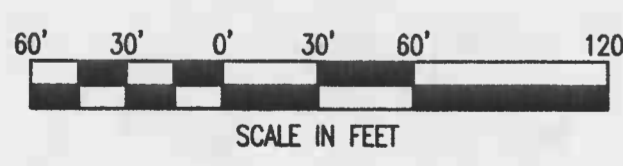
ISSUED FOR: SUBMITTAL TO COUNTY DATE: 4/6/10 BY: EJF

SHEET No. 4 OF 5 DATE: 8/13/09  
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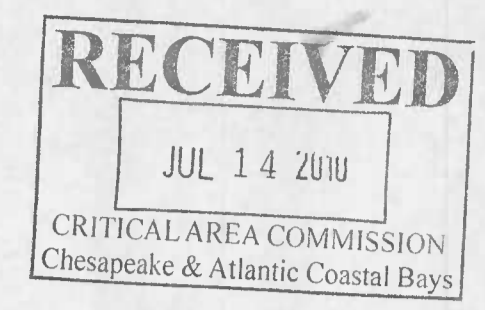
**LEGEND**

AGRICULTURAL DRAINAGE LEAD	
TREE LINE	
NON TIDAL WETLAND	
TIDAL WETLAND	
LIMIT OF NON TIDAL WETLANDS	
LIMIT OF TIDAL WETLANDS	
PROPOSED UNDERSTORY AND CANOPY LANDSCAPE TREES	
RANDOM MIX OF 5 SHRUB SPECIES	
RANDOM MIX OF 5 SEEDLING SPECIES	



THE PURPOSE OF THIS SHEET IS TO CLEARLY SUMMARIZE CRITICAL AREA BUFFER ESTABLISHMENT AREA AFFORESTATION PLANTING REQUIREMENTS FOR LOTS 1, 2, 3 AND REMAINING LANDS "A" (REVISED PARCEL 60) (SEE SHEET 5 OF 5 FOR NOTES AND DETAILS FOR BMP#M1114)

LOT 3



**SOIL AND WATER CONSERVATION PLAN REFERENCE NOTE**

THIS PROPERTY IS SUBJECT TO A SOIL AND WATER CONSERVATION PLAN #83288 PREPARED IN 2009 BY THE NATURAL RESOURCES CONSERVATION SERVICE WITH THE ASSISTANCE OF THE TALBOT SOIL CONSERVATION DISTRICT; EXPIRATION 2019.

**BUFFER ESTABLISHMENT-AFFORESTATION REQUIREMENTS:**

**LOT 1**  
 BUFFER AND EXPANDED BUFFER ACREAGE: 0.812 AC.  
 BUFFER EXISTING IN FOREST: 0.257 AC.  
 BUFFER TO BE ESTABLISHED/AFFORESTED: 0.512 AC.

**LOT 2**  
 BUFFER AND EXPANDED BUFFER ACREAGE: 1.235 AC.  
 BUFFER EXISTING IN FOREST: 0.450 AC.  
 BUFFER TO BE ESTABLISHED/AFFORESTED: 0.750 AC.

**LOT 3**  
 BUFFER AND EXPANDED BUFFER ACREAGE: 10.755 AC.  
 BUFFER EXISTING IN FOREST: 1.826 AC.  
 BUFFER TO BE ESTABLISHED/AFFORESTED: 8.161 AC.

**REVISED TAX PARCEL 60**  
 BUFFER AND EXPANDED BUFFER ACREAGE: 4.448 AC.  
 BUFFER EXISTING IN FOREST: 1.164 AC.  
 BUFFER TO BE ESTABLISHED/AFFORESTED: 2.980 AC.

**TOTAL**  
 BUFFER AND EXPANDED BUFFER ACREAGE: 17.248 AC.  
 BUFFER EXISTING IN FOREST: 3.697 AC.  
 BUFFER TO BE ESTABLISHED/AFFORESTED: 12.403 AC.

**BUFFER AREA CALCULATIONS:**

TOTAL BUFFER AREA ON SITE: 751,323 SQUARE FEET OR 17.248 ACRES  
 AVAILABLE PLANTING AREA: 540,275 SQUARE FEET OR 12.403 ACRES

PLANTING OR REGENERATION OPTIONS TO BE UTILIZED FOR THIS SITE: THE PLANTINGS WILL BE A COMBINATION OF 90% SEEDLINGS AND 10% LANDSCAPE STOCK.

GREATER THAN 5 ACRES AT LEAST 10% OF AREA IN LANDSCAPING STOCK ACCORDING TO §(3), THE REMAINDER ACCORDING TO §(4)

LANDSCAPE STOCK PLANTINGS (10.0%) = 54,027 SF  
 SEEDLING STOCK PLANTINGS (90.0%) = 486,247 SF

**STOCKING RATES**

LANDSCAPE STOCK: 54,027 SF REQUIRED

135 - 2" CAL. TREES @ 200 SF CREDIT = 27,000 SF  
 324 - LG. SHRUBS (> 4") @ 50 SF CREDIT = 16,200 SF  
 434 - SM SHRUBS (18-24") @ 25 SF CREDIT = 10,850 SF  
 54,050 SF TOTAL SF PROVIDED

SEEDLING STOCK: 486,247 SF REQUIRED

486,247 SF = 11.16 ACRES \* 700 STEMS PER AC = 7,812 STEMS REQUIRED  
 8,000 STEMS PROVIDED

**LANDSCAPE PLANTING STOCK**

SYMBOL	SIZE	NUMBER	ESTIMATE COST PER PLANT	TOTAL ESTIMATED COSTS
Willow oak - Quercus phellos	Qp 2-2 1/2"	27	130.00	3510.00
Red maple Acer rubrum	Ar 2-2 1/2"	27	140.00	3780.00
American Sycamore Platanus occidentalis	Po 2-2 1/2"	27	130.00	3510.00
Common Hackberry Celtis occidentalis	Co 2-2 1/2"	27	130.00	3510.00
Northern Red Oak Quercus rubra	Qr 5-6"	27	135.00	3645.00
Bayberry Myrica pennsylvanica	Mp 18-24"	81	11.25	911.25
Bayberry Myrica pennsylvanica	Mp > 4"	71	22.00	1562.00
Winterberry Ilex verticillata	Iv 18-24"	86	10.75	924.50
Winterberry Ilex verticillata	Iv > 4"	72	19.00	1368.00
Aronwood Viburnum dentatum	Vd 18-24"	105	9.25	971.25
Aronwood Viburnum dentatum	Vd > 4"	74	26.00	1924.00
Lowbush Blueberry Vaccinium corymbosum	Va #1 container	76	4.95	376.20
High bush Blueberry Vaccinium corymbosum	Vc > 4"	49	26.00	1274.00
Waxmyrtle Myrica cerifera	Mc 18-24"	86	9.75	836.50
Waxmyrtle Myrica cerifera	Mc > 4"	58	16.00	928.00
Totals		893		\$21,032.70

Sources: Inglewold Plantation Nurseries and Tuckahoe Nurseries, Inc. Native Plants for Wildlife Habitat and Conservation Landscaping - Chesapeake Bay Watershed - USFWS Annapolis, MD 2003

**LANDSCAPE STOCK PLANT LAYOUT NOTE**

THE PLANTING LAYOUT SHOWN HEREON REPRESENTS A GUIDELINE PLANTING LAYOUT TO BE REFINED IN THE FIELD. CANOPY TREES SHALL BE RANDOMLY SPACED ACROSS THE PLANTING AREA AND UNDERSTORY TREES SHALL BE CLUSTERED IN GROUPS ACROSS THE AREA.

**SEEDLINGS STOCKING LEVEL CALCULATIONS:**

AREA REQUIRED - 486,247 SF OR 11.16 ACRES  
 STOCKING REQUIRED 700 STEMS PER ACRE = 11.16 ACRES X 700/ACRE = 7,812 SEEDLINGS. (8,000)

SEEDLINGS ARE PACKAGED AND SOLD IN UNITS OF 25 FOR HARDWOODS AND 100 FOR PINES THIS ALSO PROVIDES FOR A BETTER UNIT PRICE PER PLANT. THE SEEDLING ORDER WILL BE FOR AN EVEN NUMBER OF TREES. THE LANDSCAPE STOCK WAS ALL ROUNDED UP TO THE WHOLE PLANT TO OFF SET ANY LOSS IN THE SEEDLING ORDER NUMBERS. THE SEEDLING STOCK CAN BE OBTAINED THROUGH THE MARYLAND DEPARTMENT OF NATURAL RESOURCES - FOREST SERVICE STATE NURSERY LOCATED AT PRESTON, MD.

**SEEDLINGS**

PLANT NAME	SIZE	NUMBER	SPACING	COST PER \$	TOTAL COST \$
Loblolly Pine Pinus taeda	Seedling	1600	8x8	.055	88.00
Chestnut oak Quercus prinus	Seedling	1600	8x8	0.26	416.00
Northern Red Oak Quercus rubra	Seedling	1600	8x8	0.50	800.00
Gray dogwood Cornus racemosa	Seedling	1600	8x8	0.26	416.00
Indigo bush Amorpha fruticosa	Seedling	1600	8x8	0.10	160.00
Totals		8000			\$1880.00

Sources: DNR Maryland State John Ayles Nursery Preston, MD. Native Plants for Wildlife Habitat and Conservation Landscaping - Chesapeake Bay Watershed - USFWS Annapolis, MD 2003

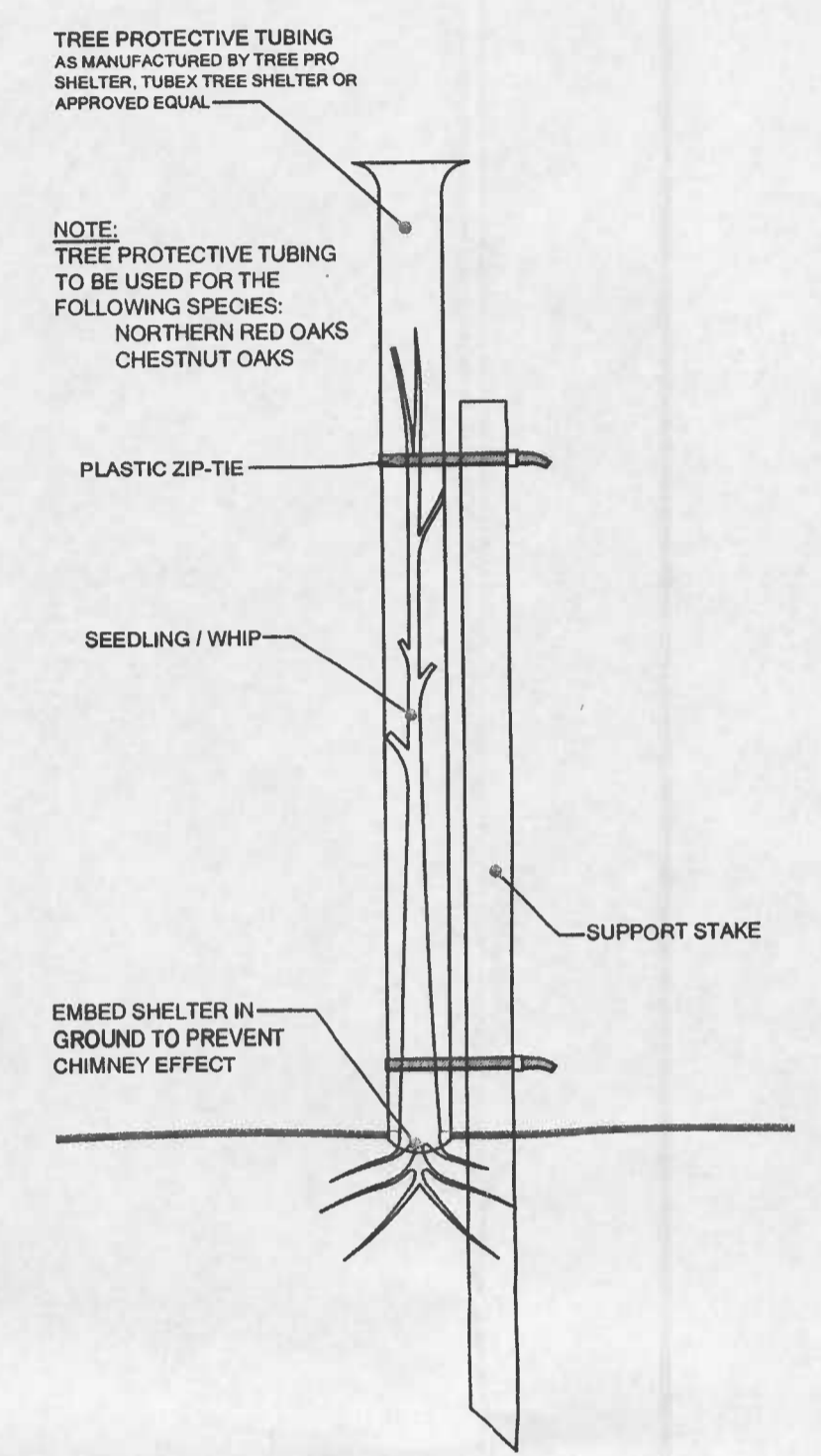
**SEEDLING STOCK PLANT LAYOUT NOTE**

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

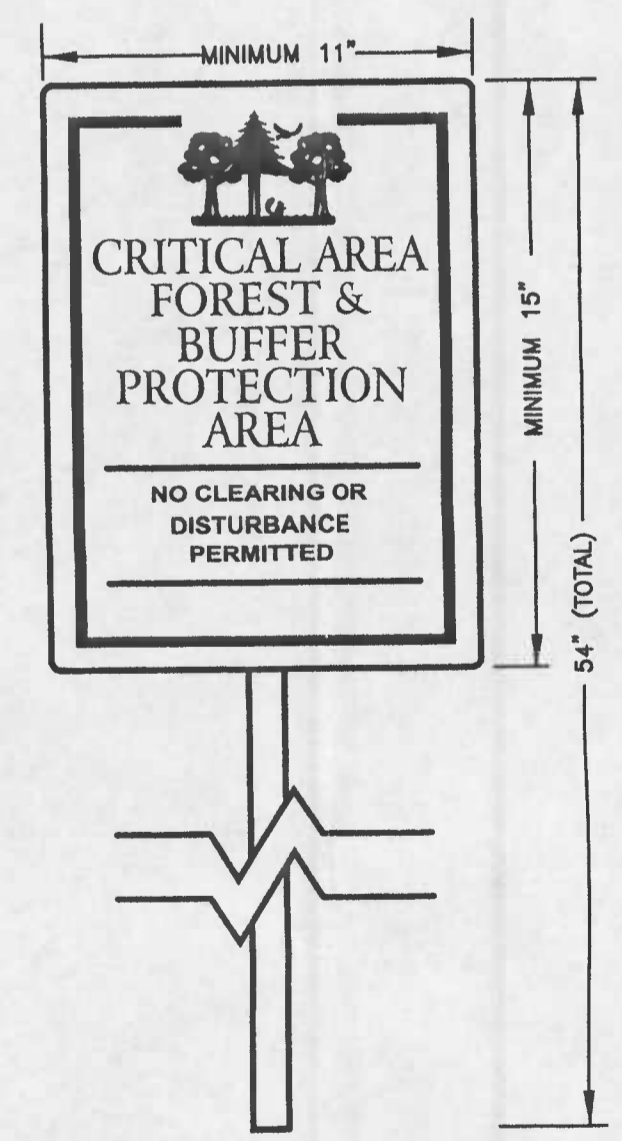
**PROTECTION SIGN INSTALLATION TIMEFRAMES**

CRITICAL AREA FOREST AND BUFFER PROTECTION SIGNAGE ON LOTS 1, 2 AND 3 SHALL BE INSTALLED ON THE SUBJECT LOT IMMEDIATELY FOLLOWING BUFFER ESTABLISHMENT ON THE SUBJECT LOT. IN THE EVENT THE NON-FORESTED PORTIONS OF THE BUFFER OR EXPANDED BUFFER ON LOTS 1, 2 OR 3 REMAINS IN ACTIVE AGRICULTURAL USE AND BUFFER ESTABLISHMENT IS NOT REQUIRED; THEN THE SIGNAGE SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A NON-AGRICULTURAL BUILDING PERMIT FOR THE SUBJECT LOT. THE SIGNAGE SHOWN HEREON FOLLOWING THE PERIMETER OF THESE BUFFER ESTABLISHMENT AFFORESTATION AREAS SHALL BE RELOCATED TOWARD THE SHORELINE AND INSTALLED ALONG THE EDGE OF EXISTING FOREST. SIGNS SHALL BE PLACED EVERY 200' OR LESS, AND AT SIGNIFICANT CHANGES IN DIRECTION OF THE EXISTING FOREST.

CRITICAL AREA FOREST AND BUFFER PROTECTION AREA SIGNAGE ON REMAINING LANDS PARCEL "A" (REVISED TAX PARCEL 60) SHALL BE INSTALLED IMMEDIATELY FOLLOWING BUFFER ESTABLISHMENT. IN THE EVENT THE NON-FORESTED PORTIONS OF THE BUFFER REMAINS IN ACTIVE AGRICULTURAL USE AND BUFFER ESTABLISHMENT IS NOT REQUIRED; THEN THE SIGNAGE SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A NON-AGRICULTURAL BUILDING PERMIT ON EITHER LOTS 1, 2 OR 3. THE SIGNAGE SHOWN HEREON FOLLOWING THE PERIMETER OF THESE BUFFER ESTABLISHMENT AFFORESTATION AREAS SHALL BE RELOCATED TOWARD THE SHORELINE AND INSTALLED ALONG THE EDGE OF EXISTING FOREST. SIGNS SHALL BE PLACED EVERY 200' OR LESS, AND AT SIGNIFICANT CHANGES IN DIRECTION OF THE EXISTING FOREST.



TREE PROTECTIVE TUBING TUBING DETAIL SCALE: 1" = 1'



CRITICAL AREA BUFFER AREA PROTECTION SIGN NOT TO SCALE

NOTES AND DETAILS FOR BMP#M1114 (SEE SHEET 4 OF 5 FOR PLAN VIEW OF BMP#M1114)

No.	DATE	DESCRIPTION	BY
1	5/21/10	REVISED PER 5/12/10 TAC COMMENTS	EJF
2	6/10/10	REVISED PER 5/26/10 CRM COMMENTS	EJF
3	6/22/10	REVISED PER 6/16/10 CRM COMMENTS	EJF

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 354 Pennsylvania Ave. Chestersville, MD 21617 (410) 758-2095

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED HERE:

SEAL  
  
 M. Hank McLaughlin 6/29/10 DATE

SUBDIVISION AND LINE REVISION FINAL PLAT AND BMP#M1114  
 ON THE LAND OF MAXMORE PROPERTIES, INC.  
 IN THE SECOND ELECTION DISTRICT TALBOT COUNTY, MARYLAND TAX MAP 41 GRID 4 PARCEL 6D

ISSUED FOR: SUBMITTAL TO COUNTY	DATE: 4/6/10	BY: EJF
SHEET No. 5 OF 5	DATE: 8/13/09	
SCALE:	JOB No. 080355	
	FILE No. 9284	

Date: 08/29/2010 11:48am User: jcarroll Project Manager: TDL  
 Drawing Path: J:\2008\0300\080355\BMP-PLS-080355.dwg  
 XREF File(s): VLD-BASE-080355/RS-BASE-080355/RM-BASE-080355/LP-BASE-080355/GES-BASE-080355-2-3-8-BMP