

**CRITICAL AREA BUFFER MANAGEMENT, STORMWATER MANAGEMENT  
MITIGATION AFFORESTATION AND STREET TREE PLANTING AND  
MAINTENANCE AGREEMENT DEED OF TRUST AND SURETY DECLARATION**

This **CRITICAL AREA BUFFER MANAGEMENT, STORMWATER MANAGEMENT MITIGATION AFFORESTATION AND STREET TREE PLANTING AND MAINTENANCE AGREEMENT DEED OF TRUST AND SURETY DECLARATION** ("Agreement"), dated this 20<sup>th</sup> day of February, 2015, by and between **Delahay Family Limited Partnership, a Maryland limited partnership**, ("Developer") and **Talbot County, Maryland**, a body corporate and politic of the State of Maryland acting by and through its duly authorized Planning Director ("County").

**RECITALS:**

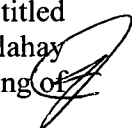
A. County has adopted Chapter 190, Zoning, Subdivision and Land Development, of the Talbot County Code ("Ordinance"); and

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"); and

C. Developer has elected to engage in a regulated activity as defined and regulated by §190-134 B. (2) Table VI-1, item #6 of the Ordinance and COMAR 27.01.09.01-1; by Chapter 73- Forest Conservation and Chapter 164- Stormwater Management of the Talbot County Code; and by §190-122D of the Ordinance, on certain property located in the Third Election District of Talbot County, Maryland (hereinafter referred to as "Subdivision" or "Site", as appropriate), more particularly described as follows:

*Property Owner:* Delahay Family Limited Partnership,  
a Maryland limited partnership  
*Property Address:* North side of Almshouse Road, Trappe, MD 21673  
*Deed Reference:* Liber 818/951 and 1740/281  
*Acreage:* 214.798 (by survey)  
*Parcel Identifier:* Tax Map: 48 Grid: 16 Parcel: 49

This Agreement is applicable to Lots 1 and 2 and the Remaining Lands Parcel (collectively, the "Lots") of the above-described property, which are depicted and described by the Plat (hereinafter defined); and

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 titled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138 on the Lands of Delahay Family Limited Partnership", dated May 2, 2011, revised through January 19, 2015, consisting of 

Sheets 1 through 4, as prepared by Lane Engineering, LLC (hereinafter referred to as the "Plat"), which depicts (1) two afforestation areas designed to establish portions of the 200' Shoreline Development Buffer and Expanded Buffer, if any (collectively, the "Buffer") in natural vegetation on Lots 1 and 2; (2) a portion of the Remaining Land Parcel where Stormwater Mitigation Afforestation plantings shall be installed; and (3) a portion of the Remaining Lands Parcel where Street Tree Plantings shall be installed along Piney Point Lane in conjunction with the development of the subdivision. The 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 Plat and the Summary of Regulatory Requirements and Planting, Maintenance and Inspection Specifications attached hereto as Exhibit D are hereinafter referred to collectively as the "Plan." The afforestation areas depicted by the Plan total 5.982 acres and are comprised of the following sub-areas: Lot 1- 2.081 acres, and Lot 2- 3.901 acres, and are hereinafter collectively referred to as the "Buffer Establishment Afforestation Areas". The stormwater management mitigation afforestation area located on the Remaining Lands Parcel as depicted by the Plan totals 5.00 acres and is hereinafter referred to as the "Stormwater Management Mitigation Afforestation Area". The street tree plantings located on the Remaining Lands Parcel comprise fourteen (14) trees to be planted adjoining a portion of the Piney Point Lane private road right-of-way easement as depicted on the Plan and hereinafter referred to as "Street Trees"; and

E. When a triggering event specified herein occurs on a particular Lot or Parcel, the Developer or its successor-in-interest, as the owner of such Lot or Parcel, 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 Establishment Afforestation Areas, or within the Stormwater Management Mitigation Afforestation Area, or the Street Trees on such Lot or Parcel in accordance with the Ordinance, Regulations, Plan, and the terms of this Agreement; and

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; and

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; and

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, 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; and

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 and the Stormwater Management Mitigation Afforestation Areas, and the Street Trees (as defined above) as required by the Ordinance, Regulations and Plan, as amended from time to time, and this Agreement on a lot-by-lot basis and in a manner which ensures the required establishment of the plant material and at such Developer's sole cost and expense. Developer's maintenance and monitoring of the Buffer Establishment Afforestation Areas, Stormwater Management Mitigation Afforestation Area and the Street Trees 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 Afforestation Areas, Stormwater Management Mitigation Afforestation Area, and Street Tree Planting Survival Requirements. The Buffer Establishment Afforestation, Stormwater Management Mitigation Afforestation, and Street Tree plantings shall be as designated on the Plan. The specific plant species, sizes, and quantities for these various plantings 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 Planning and Zoning Department at 410-770-8030 at least five (5) working days prior to commencement of installation of protective devices and/or plant material on each Lot. Within thirty (30) days of completion of installation of all plantings and protective devices required by the Plan on a particular Lot, Developer shall provide County with a written certification specifying the title and number of the Plan (“PINEY POINT FARM SUBDIVISION PLAT, FCP #2011-11 AND BMP #M1138 ON THE LANDS OF DELAHAY FAMILY LIMITED PARTNERSHIP”), the Lot(s) or Parcel planted, the plant material installed (species, sizes, and quantities), and the date of completion of the planting (“Initial Certificate of Completion”).

The Work shall satisfy the following timing requirements:

The obligation to implement the Buffer Establishment Afforestation plantings on Lots 1 or 2 is not required until a change of land use occurs on the subject lot. Upon a change of land use, the planting shall be established on a lot-by-lot basis in accordance with the specifications set forth in Exhibit D prior to the earlier of the following triggering events:

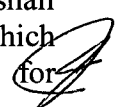
- i. Six (6) months immediately following termination of agricultural use, as defined by Chapter 190 of the Talbot County Code, of any portion(s) of the Buffer Establishment Afforestation Area located on such Lot; or
- ii. Six (6) months immediately following issuance of a building permit for a principal 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 no later than the end of the growing season immediately following issuance of the occupancy permit.

The obligation to implement Stormwater Management Mitigation Afforestation and the Street Tree plantings is required upon and in conjunction with the construction of Piney Point Lane and shall be established in accordance with the specifications set forth in Exhibit D prior to the completion of the Piney Point Lane improvements.

4. Maintenance Period; Inspection; Replacement. In accordance with Paragraph 2, the Maintenance Period(s) applicable to the planting material installed 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 Areas, the Stormwater Management Mitigation Afforestation Area, or the Street Trees shall be conducted in accordance with the "Inspection Requirements" specifications in 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 the Inspection Requirements Notes on 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 Areas, the Stormwater Management Mitigation Afforestation Area, or the Street Tree plantings on the Lot or Parcel. 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 or Parcel and shall completely release such Lot from this Agreement, but shall not terminate or modify the provisions of the Critical Area Buffer Protection Agreement or the Forest Conservation Easement recorded among the Land Records of Talbot County and applicable to such Lot or Parcel.

So long as the Developer is not in default of the terms of this Agreement, Developer may, at any time, obtain a release of one or more Lot(s) from the provisions of Paragraph 10 and the lien established thereby by delivering to County alternative surety that provides at least equal security for performance of Developer's obligations in a form and amount acceptable to County. County shall not unreasonably withhold its approval of the alternate surety. County shall promptly execute and deliver to Developer a "Partial Release of Lien" for such Lot(s), which shall be prepared by County in substantially the form attached hereto as Exhibit B, for 



recording 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 Buffer Protection Agreement or the Forest Conservation Easement 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, the Stormwater Management Mitigation Afforestation Area, or the Street Tree plantings, or any easements, open space, or other property dedicated, leased or licensed to or owned or occupied by County.

9. Default; Implementation by County. Failure by Developer to comply with the terms of the Plan or this Agreement shall be deemed an event of default ("Default"). In the event of a Default by Developer, County shall provide Developer with written notice specifying the Default, the Lot(s) in default, and the action required to cure such Default. County shall also provide written notice of the default to any party with a recorded lien or security interest in the Lot(s) in default ("Secured Party"). Developer shall have thirty (30) days or such longer time as agreed to with the County should the default be discovered outside the planting season within which to cure, unless the Default cannot reasonably be cured within the applicable time period, in which case County may extend the period to provide a reasonable time within which

Developer may cure. In the event any Default is not cured within the applicable time period, unless extended (and in that event within the time as extended), County shall immediately proceed to cure the Default and to perform or cause to be performed all or any part of the Work on such Lot(s) and provide all or any part of the nursery stock, seedlings, and other materials necessary to perform the Plan in accordance with its terms. In the event of a Default hereunder by Developer that remains uncured, County, its agents, officials, employees, and contractors shall be entitled at reasonable times with not less than twenty four (24) hours' advance notice to Developer to enter upon, over, and through such defaulting Lot(s), bring equipment and materials onto such Lot(s), plant all or any portion of the nursery stock or other plantings, and perform all other acts necessary or proper for all purposes connected with the Work required by the Plan and this Agreement ("Remedial Measures"). County shall use reasonable care to not damage such Lot(s) and shall use its best efforts to leave the Lot(s) in the same condition as before the institution of the Remedial Measures.

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

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

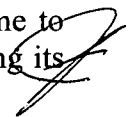
(i) The Remedial Costs (exclusive of Default Interest, Late Fees and Attorneys' Fees) shall be comprised of the following:

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

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

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

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



interest in the Lot(s). Developer shall pay such invoice(s) in full on or before thirty (30) days after the date of mailing, which is the date the invoice becomes due.

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

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

B. Establishment of Lien and Personal Obligation. Developer 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 the holders of deeds of trust, mortgage instruments or other encumbrances duly recorded on any Lot following recordation of this Agreement, if any, and then to Owner, as their interests may appear in the Land Records for Talbot County.

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

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

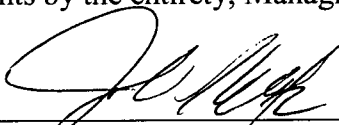
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and sealed as of the day and year first above written.

WITNESS: DELAHAY FAMILY LIMITED PARTNERSHIP,  
a Maryland limited partnership

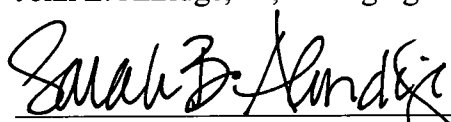
By: Cyclops Family, L.L.C., a Delaware limited liability company, General Partner

By: John E. Akridge, III and Sarah B. Akridge, as tenants by the entirety, Managing Member

  
\_\_\_\_\_  
C. Thomas Chapman

  
\_\_\_\_\_  
John E. Akridge, III, Managing Member (SEAL)

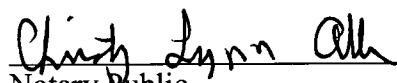
  
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C. Thomas Chapman

  
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Sarah B. Akridge, Managing Member (SEAL)

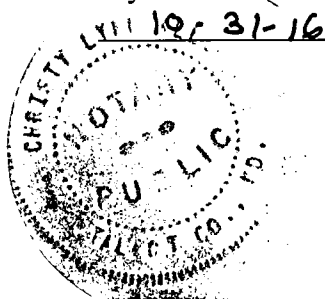
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 20<sup>th</sup> day of February, 2015, before me, a Notary Public of said State, personally appeared JOHN E. AKRIDGE, III and SARAH B. AKRIDGE, who acknowledged themselves to be Managing Members of Cyclops Family, L.L.C., a Delaware limited liability company, General Partner of **DELAHAY FAMILY LIMITED PARTNERSHIP**, a Maryland limited partnership, and that they as such Managing Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and further did certify the same to be the valid and proper act of said limited liability company as General Partner of Delahay Family Limited Partnership.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:



ACCEPTED by Talbot County, Maryland, this 14th day of July, 2015.

WITNESS:

TALBOT COUNTY, MARYLAND

Carole A. Sellm

By: Mary Kay Verdery (SEAL)  
Mary Kay Verdery, Planning Director

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July, 2015, before me, a Notary Public of the State aforesaid, personally appeared MARY KAY VERDERY, who acknowledged herself to be the Planning Director 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 instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized agent of said Talbot County, Maryland.

AS WITNESS my hand and Notarial seal.

Carole A. Sellm  
Notary Public

My Commission Expires:

8-5-15



**EXHIBIT A**

**RELEASE AND WRITTEN NOTICE OF FINAL ACCEPTANCE**

**CRITICAL AREA BUFFER MANAGEMENT, STORMWATER MANAGEMENT  
MITIGATION AFFORESTATION AND STREET TREE PLANTING AND  
MAINTENANCE AGREEMENT DEED OF TRUST AND SURETY DECLARATION  
FOR**

**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 Director ("County") for the benefit of \_\_\_\_\_ ("Owner") and his/her/its/their successors and assigns:

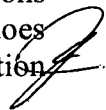
WHEREAS, Delahay Family Limited Partnership ("Developer") executed a "Critical Area Buffer Management, Stormwater Management Mitigation Afforestation and Street Tree Planting and Maintenance Agreement Deed Of Trust And Surety Declaration" dated \_\_\_\_\_, 2015 and recorded among the Land Records of Talbot County, Maryland in Liber \_\_\_\_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to Lots 1 and 2 and the Remaining Land Parcel ("Lots") of a subdivision known as "Piney Point Farm" and depicted by a plat titled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138 on the Lands of Delahay Family Limited Partnership" dated May 2, 2011, revised through January 19, 2015, as prepared by Lane Engineering, LLC, 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 200' Shoreline Development Buffer and Expanded Buffer; the establishment of the Stormwater Management Mitigation Afforestation, and Street Tree plantings 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 \_\_\_\_\_ (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 does hereby 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.

ATTEST: TALBOT COUNTY, MARYLAND

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

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 \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ 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/she executed the same for the purposes therein contained as the duly authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT B**

**PARTIAL RELEASE OF LIEN**

**CRITICAL AREA BUFFER MANAGEMENT, STORMWATER MANAGEMENT  
MITIGATION AFFORESTATION AND STREET TREE PLANTING AND  
MAINTENANCE AGREEMENT DEED OF TRUST AND SURETY DECLARATION  
FOR**

**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 Director ("County") for the benefit of \_\_\_\_\_

\_\_\_\_\_  
("Owner") and his/her/its/their successors and assigns:

WHEREAS, Delahay Family Limited Partnership ("Developer") executed a "Critical Area Buffer Management, Stormwater Management Mitigation Afforestation and Street Tree Planting and Maintenance Agreement Deed of Trust And Surety Declaration" dated \_\_\_\_\_, 2015, and recorded among the Land Records of Talbot County, Maryland in Liber \_\_\_\_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to Lots 1 and 2 and the Remaining Land Parcel ("Lots") of a subdivision known as "Piney Point Farm" and depicted by a plat titled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138 on the Lands of Delahay Family Limited Partnership" dated May 2, 2011, revised through January 19, 2015, as prepared by Lane Engineering, LLC, 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 200' Shoreline Development Buffer and Expanded Buffer; the establishment of the Stormwater Management Mitigation Afforestation, and Street Tree plantings 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:

- (i) release the Released Lot from performance of the Plan or the provisions of the Surety Declaration other than Paragraph 10;
- (ii) in any manner limit, impair or affect the lien of the Surety Declaration upon other Lots described therein and not heretofore released; or
- (iii) 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.


ATTEST: TALBOT COUNTY, MARYLAND

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

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 \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ 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/she executed the same for the purposes therein contained as the duly authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE**

**CRITICAL AREA BUFFER MANAGEMENT, STORMWATER MANAGEMENT  
MITIGATION AFFORESTATION AND STREET TREE PLANTING AND  
MAINTENANCE AGREEMENT DEED OF TRUST AND SURETY DECLARATION  
FOR  
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 Director ("County") for the benefit of \_\_\_\_\_  
("Requesting Party") and his/her/its/their successors and assigns:


WHEREAS, Delahay Family Limited Partnership ("Developer") executed a  
"Critical Area Buffer Management, Stormwater Management Mitigation Afforestation and Street  
Tree Planting and Maintenance Agreement Deed of Trust And Surety Declaration" dated  
\_\_\_\_\_, 2015 and recorded among the Land Records of Talbot County, Maryland  
in Liber \_\_\_\_\_, folio \_\_\_\_\_ ("Surety Declaration"), which applies to Lots 1 and 2 and the  
Remaining Land Parcel ("Lots") of a subdivision known as "Piney Point Farm" and depicted by  
a plat titled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138 on the Lands  
of Delahay Family Limited Partnership" dated May 2, 2011, revised through January 19, 2015,  
as prepared by Lane Engineering, LLC, 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 200' Shoreline Development Buffer and  
Expanded Buffer; the establishment of the Stormwater Management Mitigation Afforestation, and  
Street Tree plantings 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, 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  
\_\_\_\_ ("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*]:

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

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0388, MSA\_CE91\_2218. Date available 07/27/2015. Printed 07/31/2023.

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.

ATTEST: TALBOT COUNTY, MARYLAND

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

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 \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ 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/she executed the same for the purposes therein contained as the duly authorized agent of said Talbot County, Maryland.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT D**

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

**OWNERS:** Delahay Family Limited Partnerhsip

**DEED REFERENCE:** 818/951, 1740/281

**PLAN PURPOSE:** This Critical Area Buffer Management, Stormwater Management Mitigation Afforestation and Street Tree Planting (BMP) is prepared to address three planting requirements; the first comprising Critical Area Buffer Establishment plantings for Lots 1 and 2 regulated by COMAR 27.01.09.01-1. C. - "Subdivision"; the second addresses Stormwater Management Mitigation Afforestation as regulated by Chapter 164 of the Talbot County Code; and the third comprising Street Tree Plantings along Piney Point Lane, part of the Remaining Lands Parcel, as regulated by the Talbot County Code Section 190-122 D.

**BUFFER ESTABLISHMENT, STORMWATER MANAGEMENT MITIGATION  
AFFORESTATION, AND STREET TREE PLANTING REQUIREMENTS**

A. Lots 1 and 2 per COMAR 27.01.09.01-1. C. - "Subdivision", are required to fully establish the upland, non-forested portions of the Buffer and Expanded Buffer on the subject lots:

Upland, Non-forested Buffer and Expanded Buffer Area	
Available for Establishment =	5.982 Acres
Buffer Establishment Required =	5.982 Acres

Stocking Requirement (COMAR 27.01.09.01-2.K): Buffer Establishment, Greater than 1 acre- at least 10% of the Buffer Establishment Afforestation to be planted in landscape stock in accordance with the following table found in COMAR 27.01.09.01-2.L. - a local jurisdiction shall apply the following planting credits for the type and size of the vegetation proposed:

Vegetation Type	Minimum Size Eligible for Credit	Maximum Credit Allowed (Square Feet)	Maximum Percent of Landscape Stock Credit
Canopy tree	2-inch caliper	200	Not applicable
Canopy tree	3/4-inch caliper	100	Not applicable
Understory tree	3/4-inch caliper	75	Not applicable
Large shrub	3 feet high	50	30
Small shrub	18 inches high	25	20
Herbaceous perennial	1 quart or based on the area covered by plugs or seed mix	2	10

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

*Number all pages*

COMAR 27.01.09.01-2.O.- a local jurisdiction may use the following table to allow flexible stocking size when authorized under §J and §K of this regulation:

Stock Size of Trees Only	Required Number of Stems Per Acre	Survivability Requirement	Minimum Financial 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
More than 1-inch container grown trees	350	90 percent	2 years

B. Stormwater Management Mitigation Plantings: 5:1 Mitigation requirement for clearing of forest to construct Piney Point Road

Proposed Clearing = 1.0 Acre  
 Mitigation required = 5.0 Acres of Seedling Plantings

C. Street Tree Plantings along Piney Point Lane, part of the Remaining Lands Parcel, as regulated by the Talbot County Code Section 190-122 D. is required as follows:

Road frontage for Lots 1-4 inclusive = 700 Feet  
 Street Trees required at 1 tree/50' frontage, 2" caliper = 14 Trees

**OVERALL BUFFER ESTABLISHMENT, STORMWATER MANGEMENT MITIGATION AFFORESTATION, AND STREET TREE PLANTING PROPOSAL**

A. Buffer Establishment (Lots 1 and 2 - totaling 5.982 acres; 260,576 SF):

Landscape Stock Proposed: 35,150 SF credit (13.5% of overall) comprised of:  
 70- 2" caliper, canopy trees @ 200 SF credit = 14,000 SF credit; (40%)\*  
 36- 3/4" caliper, understory trees @ 100 SF credit = 3,600 SF credit; (10%)\*  
 211- 3' high, large shrubs @ 50 SF credit = 10,550 SF credit; (30%)\*  
 280- 18" high, small shrubs @ 25 SF credit = 7,000 SF credit; (20%)\*

Seedling Stock Proposed: 5.176 acres @ 700 stems/ac. = 3624 stems (86.5% of overall)  
 Total Buffer Establishment Area Provided: 5.983 acres, 260,603 SF = 100% of requirement

\* - Percentage of Landscape Stock

B. Stormwater Management Mitigation Afforestation (Remaining Lands Parcel) totaling 5.00 acres:

Seedling Stock Proposed: 5.00 acres @ 700 stems/ac. = 3500 stems provided

C. Street Tree Plantings for Piney Point Lane, part of Remaining Lands Parcel

Landscape Stock Proposed  
 14- 2" caliper, canopy trees provided



**BUFFER ESTABLISHMENT, STORMWATER MANAGEMENT MITIGATION  
AFFORESTATION, AND STREET TREE STOCKING & SPECIES CHART AND  
ESTIMATED PLANT MATERIAL AND INSTALLATION COSTS**

**LOT 1 - 2.081 ACRES TOTAL BUFFER ESTABLISHMENT REQUIRED**

**LANDSCAPE STOCK: (18,150 SF TOTAL)**

**2" CALIPER CANOPY TREES**

AR	12	ACER RUBRUM	RED MAPLE	2" CALIPER	\$100.00	\$1200.00
LS	12	LIQUIDAMBAR STYRACIFLUA	SWEET GUM	2" CALIPER	\$100.00	\$1200.00
QR	12	QUERCUS RUBRA	NORTHERN RED OAK	2" CALIPER	\$150.00	\$1800.00

(36 TREES @ 200 SF EACH = 7,200 SF BUFFER ESTABLISHMENT PROVIDED)

**3/4" CALIPER CANOPY TREES**

BN	19	BETULA NIGRA	RIVER BIRCH	3/4" CALIPER	\$ 20.00	\$ 380.00
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(19 TREES @ 100 SF EACH = 1,900 SF BUFFER ESTABLISHMENT PROVIDED)

**LARGE SHRUBS - 3' HEIGHT**

AA	54	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	3' HEIGHT	\$ 10.00	\$ 540.00
IG	55	ILEX GLABRA	INKBERRY	3' HEIGHT	\$ 11.00	\$ 605.00

(109 LARGE SHRUBS @ 50 SF EACH = 5,450 SF BUFFER ESTABLISHMENT PROVIDED)

**SMALL SHRUBS - 18" HEIGHT**

IV	72	ITEA VIRGINICA	ITEA	18" HEIGHT	\$ 11.00	\$ 792.00
RA	72	RHUS AROMATICA 'GRO-LOW'	FRAGRANT SUMAC	18" HEIGHT	\$ 10.00	\$ 720.00

(144 SMALL SHRUBS @ 25 SF EACH = 3,600 SF BUFFER ESTABLISHMENT PROVIDED)

**TOTAL LOT 1 LANDSCAPE STOCK= \$7237.00\*\***

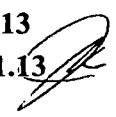
**SEEDLING STOCK: 1166 STEMS REQUIRED/PROVIDED (72,522 SF TOTAL)**

AR	100	ACER RUBRUM	RED MAPLE	SEEDLING	\$0.55	\$ 55.00
CC	66	CERCIS CANADENSIS	RED BUD	SEEDLING	\$0.55	\$ 36.30
JV	200	JUNIPERUS VIRGINIANA	RED CEDAR	SEEDLING	\$0.50	\$100.00
MB	50	MALUS BACCATA	SIBERIAN CRABAPPLE	SEEDLING	\$0.55	\$ 27.50
PT	450	PINUS TAEDA	LOBLOLLY PINE	SEEDLING	\$0.06	\$ 27.00
QA	100	QUERCUS ALBA	WHITE OAK	SEEDLING	\$0.60	\$ 60.00
QP	100	QUERCUS PHELLOS	WILLOW OAK	SEEDLING	\$0.60	\$ 60.00
QR	100	QUERCUS RUBRA	NORTHERN RED OAK	SEEDLING	\$0.60	\$ 60.00

**TOTAL LOT 1 SEEDLING STOCK = \$425.80\***

Landscape Stock: total installed cost includes plant material costs, installation/labor costs, mulch and other installation material costs and equals Plant Material Cost (\$7,237.00) x 2.0 multiplier) = \$ 14,474.00  
 Landscape Maintenance - 2 years @ \$500/year: \$ 1,000.00  
**Total Cost for Lot 1 Landscape Stock Buffer Establishment \$15,474.00**

Seedling Stock Plant Material Cost: \$ 425.80  
 Installation Costs @ \$125/Acre (2 Acre Minimum): \$ 208.13  
 Band Spraying Round-Up @(\$80.00/Acre (1 Acre Minimum): \$ 133.20  
 Seedling Maintenance - 5 Years @ \$100/year: \$ 500.00  
**Total Cost for Lot 11 Seedling Stock Buffer Establishment: \$1,267.13**  
**Overall Total Buffer Establishment Area for Lot 1: \$16,741.13**



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TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0392, MSA\_CE91\_2218. Date available 07/27/2015. Printed 07/31/2023.

**LOT 2- 3.901 ACRES TOTAL BUFFER ESTABLISHMENT REQUIRED**

**LANDSCAPE STOCK: (17,000 SF TOTAL)**

**2" CALIPER CANOPY TREES**

AR	12	ACER RUBRUM	RED MAPLE	2" CALIPER	\$100.00	\$1200.00
LS	12	LIQUIDAMBAR STYRACIFLUA	SWEET GUM	2" CALIPER	\$100.00	\$1200.00
QR	10	QUERCUS RUBRA	NORTHERN RED OAK	2" CALIPER	\$150.00	\$1500.00

(34 TREES @ 200 SF EACH = 6,800 SF BUFFER ESTABLISHMENT PROVIDED)

**3/4" CALIPER CANOPY TREES**

BN	17	BETULA NIGRA	RIVER BIRCH	3/4" CALIPER	\$ 20.00	\$ 340.00
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(17 TREES @ 100 SF EACH = 1,700 SF BUFFER ESTABLISHMENT PROVIDED)

**LARGE SHRUBS - 3' HEIGHT**

AA	51	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	3' HEIGHT	\$ 10.00	\$ 510.00
IG	51	ILEX GLABRA	INKBERRY	3' HEIGHT	\$ 11.00	\$ 561.00

(102 LARGE SHRUBS @ 50 SF EACH = 5,100 SF BUFFER ESTABLISHMENT PROVIDED)

**SMALL SHRUBS - 18" HEIGHT**

IV	68	ITEA VIRGINICA	ITEA	18" HEIGHT	\$ 11.00	\$ 748.00
RA	68	RHUS AROMATICA 'GRO-LOW'	FRAGRANT SUMAC	18" HEIGHT	\$ 10.00	\$ 680.00

(136 SMALL SHRUBS @ 25 SF EACH = 3,400 SF BUFFER ESTABLISHMENT PROVIDED)

**TOTAL LOT 2 LANDSCAPE STOCK= \$6739.00\*\***

**SEEDLING STOCK: 2458 STEMS REQUIRED/PROVIDED (152,931 SF TOTAL)**

AR	225	ACER RUBRUM	RED MAPLE	SEEDLING	\$0.55	\$123.75
CC	130	CERCIS CANADENSIS	RED BUD	SEEDLING	\$0.55	\$ 71.50
JV	450	JUNIPERUS VIRGINIANA	RED CEDAR	SEEDLING	\$0.50	\$225.00
MB	128	MALUS BACCATA	SIBERIAN CRABAPPLE	SEEDLING	\$0.55	\$ 70.40
PT	850	PINUS TAEDA	LOBLOLLY PINE	SEEDLING	\$0.06	\$ 51.00
QA	225	QUERCUS ALBA	WHITE OAK	SEEDLING	\$0.60	\$135.00
QP	225	QUERCUS PHELLOS	WILLOW OAK	SEEDLING	\$0.60	\$135.00
QR	225	QUERCUS RUBRA	NORTHERN RED OAK	SEEDLING	\$0.60	\$135.00

**TOTAL LOT 2 SEEDLING STOCK = \$946.65\***

Landscape Stock: total installed cost includes plant material costs, installation/ labor costs, mulch and other installation material costs and equals Plant Material Cost (\$6,739.00) x 2.0 multiplier) = \$ 13,478.00  
 Landscape Maintenance - 2 years @ \$500/year: \$ 1,000.00  
**Total Cost for Lot 2 Landscape Stock Buffer Establishment \$14,478.00**

Seedling Stock Plant Material Cost: \$ 946.65  
 Installation Costs @ \$125/Acre (2 Acre Minimum): \$ 438.88  
 Band Spraying Round-Up @\$80.00/Acre (1 Acre Minimum): \$ 280.88  
 Seedling Maintenance - 5 Years @ \$100/year: \$ 500.00  
**Total Cost for Lot 2 Seedling Stock Buffer Establishment: \$ 2,166.41**  
**Overall Total Buffer Establishment Area for Lot 2: \$16,644.41**

\* The Seedling Plant Costs Shown Hereon Reflect Pricing From the Seedling Catalog, John S. Ayton, State Forest Tree Nursery, Maryland Department of Natural Resources, 3424 Gallagher Road, Preston, Maryland 21655, (800) 873-3763; ([www.dnr.md.gov/forest/nursery](http://www.dnr.md.gov/forest/nursery))

*4-*

\*\* The Landscape Plant Costs Shown Hereon Reflect The Pricing From The 2014 Native Plant & Product Catalog Wholesale Pricelist, Provided By American Native Plants, P.O. Box 158 Perry Hall, Maryland 21128, (410) 529-0552; ([www.americannativeplants.net](http://www.americannativeplants.net)).

**STORMWATER MANAGEMENT MITIGATION AFFORESTATION**

**SEEDLING STOCK: 3500 STEMS REQUIRED/PROVIDED (5.000 ACRES)**

CI	500	CARYA ILLINOENSIS	PECAN	SEEDLING	\$0.70	\$350.00
PT	1000	PINUS TAEDA	LOBLOLLY PINE	SEEDLING	\$0.06	\$ 60.00
QA	300	QUERCUS ALBA	WHITE OAK	SEEDLING	\$0.60	\$300.00
QB	500	QUERCUS BICOLOR	SWAMP WHITE OAK	SEEDLING	\$0.60	\$300.00
QF	250	QUERCUS FALCATA	SOUTHERN RED OAK	SEEDLING	\$0.60	\$150.00
QP	500	QUERCUS PHELLOS	WILLOW OAK	SEEDLING	\$0.60	\$300.00
QR	250	QUERCUS RUBRA	NORTHERN RED OAK	SEEDLING	\$0.60	\$150.00
<b>TOTAL SEEDLING STOCK</b>						<b>= \$1610.00*</b>

Seedling Stock Plant Material Cost:	\$1610.00
Installation Costs @ \$125/Acre (2 Acre Minimum):	\$ 625.00
Band Spraying Round-Up @\$80.00/Acre (1 Acre Minimum):	\$ 400.00
Seedling Maintenance - 5 Years @ \$100/year:	\$ 500.00
<b>Total Cost for Stormwater Management Mitigation Afforestation Seedling Stock Establishment:</b>	<b>\$3,135.00</b>

**STREET TREE PLANTINGS**

**LANDSCAPE STOCK: 14 - 2.5" CALIPER CANOPY STREET TREES**

PT	14	PINUS TAEDA	LOBLOLLY PINE	2.5" CALIPER	\$130.00	\$1820.00
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Landscape Stock: total installed cost includes plant material costs, installation/ labor costs, mulch and other installation material costs and equals Plant Material Cost (\$1820.00) x 2.0 multiplier) =	\$ 3640.00
Landscape Maintenance - 2 years @ \$100/year:	\$ 200.00
<b>Total Cost for Street Tree Plantings:</b>	<b>\$3,840.00</b>

**PLANTING SITE PREPARATION**

The Buffer Establishment Planting areas for Lots 1 and 2 are currently stabilized in native grasses and some turf; the turf areas shall be eradicated with herbicides when planting is implemented.

**PLANTED AREA- GROUND SURFACE ESTABLISHMENT REQUIREMENTS**

COMAR 27.01.09.01-2 B. (3) requires, "Coverage of the Buffer with mulch or native ground cover or both until buffer plantings are established". Specific ground surface establishment shall be provided in accordance with the following:

Lot 1 and 2- as shown on Plan

- 5 -

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Stormwater Management Mitigation Afforestation- no additional ground plain stabilization required. Existing field/grass fallow conditions to remain after seedling plantings.

Street Tree plantings- mulch around tree plantings

### **PROTECTIVE DEVICES**

Install Critical Area Buffer Protection signs once plantings are completed on Lots 1 and 2 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 of landscape plant material annually
- Maintenance of tree tubes and other plant protective devices
- Removal of seedling tree tubes after 3 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 Talbot County 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.

1.B. Year 1 follow-up inspection- fall plantings- all work shall be inspected by Talbot County 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.

2. Year 2 inspection- shall occur in the spring. The plantings sites shall be inspected by Talbot County. If plant survival is below the required minimum threshold for the planting area, then the planting effort shall be reviewed 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 Talbot County.

4. At the end of the applicable warranty periods, Talbot County shall inspect the planting and buffer establishment areas and confirm plant survival and compliance with this buffer management plan.

### **WARRANTY**

#### **Buffer Establishment**

a. All landscaping stock planted shall be warranted in accordance with COMAR 27.01.09.01-2.N., or to a 100% survival rate for two (2) full years from date of substantial completion of the work and acceptance of the initial installation by the County.

b. All seedling stock planted shall be warranted in accordance with COMAR 27.01.09.01-2.O., or to a 50% survival rate for five (5) full years from date of substantial completion of the work and acceptance of the initial installation by the County.

#### **Stormwater Management Mitigation Afforestation**

a. All seedling stock planted shall be warranted to a 50% survival rate for two (2) full years from date of substantial completion of the work and acceptance of the initial installation by the County.

#### **Street Tree Plantings**

a. All landscaping stock planted shall be warranted to a 100% survival rate for two (2) full years from date of substantial completion of the work and acceptance of the initial installation by the County.

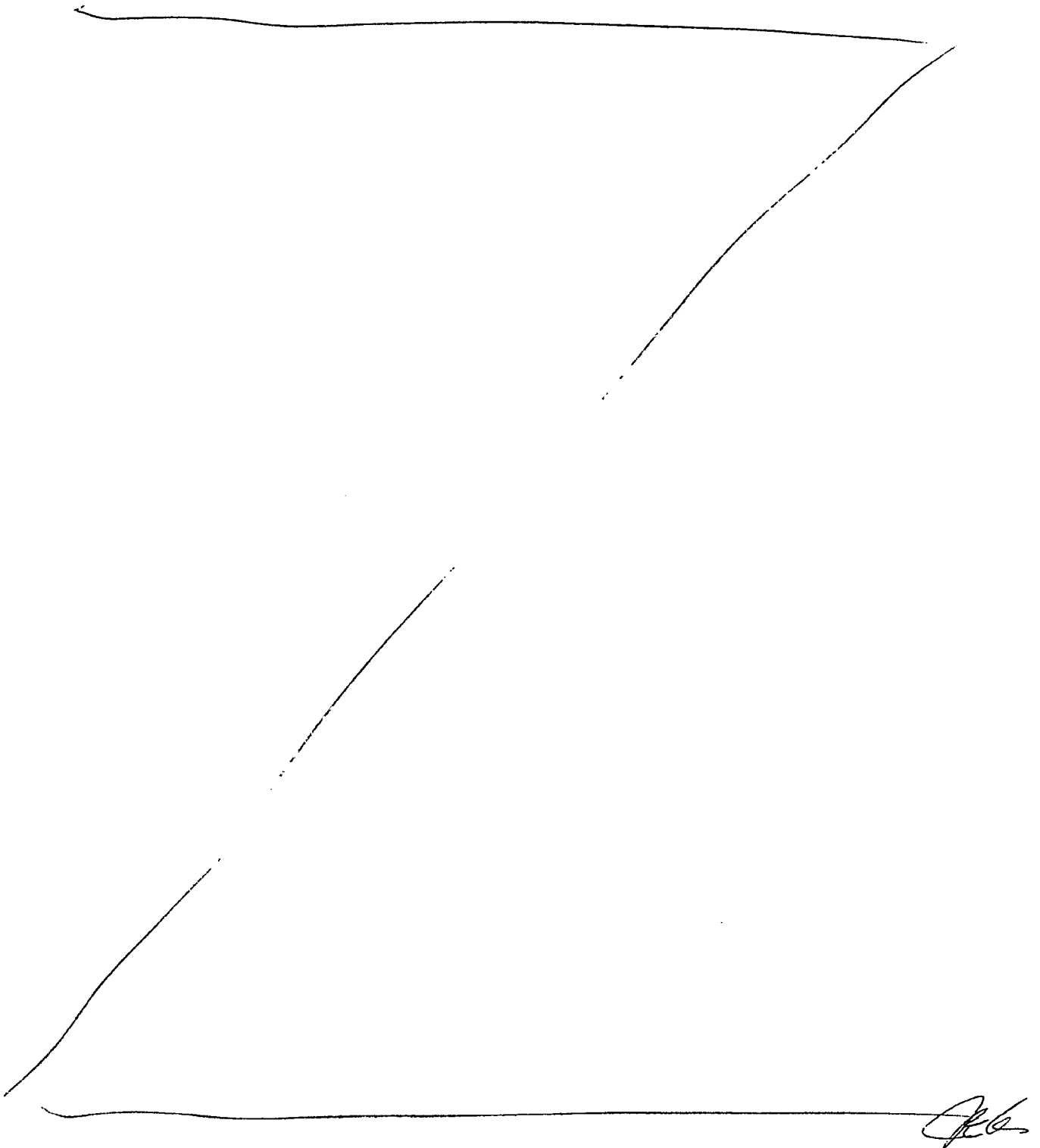
### **OTHER BUFFER MANAGEMENT RECOMMENDATIONS**

The existing forest fringe and woody vegetation portion of the buffer may be maintained as follows:

1. Selective pruning to improve health and form of trees
2. Up-limbing of trees
3. Removal of all vine growth from trees/shrubs
4. Removal of any downed or dead trees in the buffer. (Note- if additional tree or woody vegetation removal is required to accomplish this tree removal, then this BMP shall be amended and re-approved by the county to insure compliance with this activity.
5. Hand removal, or hand application of herbicide to kill and remove Honeysuckle, Poison Ivy, Wild Grape, and English ivy.



Tree saplings, understory shrubs shall be retained unless otherwise specifically reviewed and approved by the County. The ground plain shall remain in native leaf mat or forest litter and shall be repaired to this condition should any minor disruption to the ground surface occur due to the actions summarized above. Major ground disturbance is not permitted under this BMP and requires additional County approval.



*AKG*

Mary Ann Shortall, Clerk  
Circuit Court For Talbot County  
11 N. Washington St., Suite 16  
Easton, Maryland 21601

License and Recording  
(410) 822-2611 Ext. 4

LR - Agreement  
Recording Fee 75.00  
Grantor/Grantee Name:  
delahay family/talbot  
county  
Reference/Control #:  
2279/372  
LR - Agreement  
Surcharge 40.00  
=====  
SubTotal: 115.00  
=====  
Total: 520.00  
07/22/2015 11:20  
CC20-DR  
#4574275 CC0205 -  
Talbot  
County/CC02.05.01 -  
Register 01

DOCUMENT VALIDATION  
(excluded from page count)

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