

DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

THIS DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT ("Deed of Easement") is made this 5th day of April, 2006 by and between **ROXBURY FARM, LLC** (the "Grantor") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County").

RECITALS

WHEREAS, the Grantor is the fee simple owner of the real property described in the Deed dated September 21, 2005 and recorded among the Land Records of Howard County, Maryland at Liber 9502, Folio 624 *et seq.*, consisting of 34.617 acres, known as 4335 E. Roxbury Mill Road, Glenwood, Howard County, Maryland and identified as Buildable Preservation Parcel 'A' on the plat entitled "Rivercrest Lots 1 thru 10, Buildable Preservation Parcel 'A', Non-Buildable Preservation Parcel 'B' and 'C' and Non-Buildable Bulk Parcel 'D' (a resubdivision of Lot 1, "Buice Property", Plat Nos. 5426-5429)" recorded among the land records of Howard County, Maryland as Plat Numbers 18208 through 18210 on 4-20-, 2006 and as described in the survey prepared by Fisher, Collins & Carter, Inc., attached hereto as Exhibit A (the "Property").

WHEREAS, pursuant to the Howard County Zoning Regulations and the Howard County Agricultural Land Preservation Act applicable to property located in the RC (Rural Conservation) District, the Grantor is authorized and willing to dedicate a preservation easement to the County as an agricultural land preservation easement for conservation purposes, including the preservation of farm land, forest land and open space, pursuant to the County's conservation policy to enhance agriculture in Howard County, to protect natural and ecological resources, and to provide for the scenic enjoyment of the general public. The County is authorized and willing to accept the agricultural land preservation easement on the Property further described in Exhibit A, pursuant to the terms and conditions of, and for the purposes set forth in, this Deed of Easement.

WHEREAS, the parties acknowledge that there are is an existing principal dwelling (which pursuant to the Decision and Order of the Board of Appeals No. 02-69C dated December 2, 2003 may be designated as a tenant house) a barn and a chicken coup on the Property, that the primary use of the Property is agricultural and that the encumbrances listed on Exhibit B, which may be located on some or all of the Property, do not interfere with the agricultural use.

GRANT AND AGREEMENTS

NOW, THEREFORE, 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 Grantor hereby for Grantor, Grantor's successors and assigns, and for any subsequent owner of the Property (1) grant to the County, its successors and assigns, forever and in perpetuity, an agricultural land preservation easement of the nature and character and to the extent hereinafter set forth, in, on, over and with respect to the area identified as Buildable Preservation Parcel 'A' on the subdivision plat entitled "Rivercrest Lots 1 thru 10, Buildable Preservation Parcel 'A', Non-Buildable Preservation Parcel 'B' and 'C' and Non-Buildable Bulk Parcel 'D' (a resubdivision of Lot 1, "Buice Property", Plat Nos. 5426-5429)" recorded among the land records of Howard County, Maryland as Plat Numbers 18208 through 18210 and described by metes and bounds in the survey prepared by Fisher,

Collins & Carter, Inc., as set forth in Exhibit A attached hereto and made a part hereof (the "Easement Area"); and (2) establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns with respect to the Easement Area.

AND the Grantor covenants with the County to do and refrain from doing upon the Easement Area all and any of the various acts hereinafter set forth, it being the intention of the parties that the Easement Area shall be preserved for agricultural or related use in accordance with the provisions of the Howard County Agricultural Land Preservation Act, as amended, from time to time.

AND the Grantor further covenants (1) that this Deed shall create a perpetual easement in gross located in, on, and over the Easement Area, and running with the Easement Area and all portions thereof as an incorporeal and nonpossessory interest therein, enforceable against the Grantor and upon any purchaser, grantee, lessee or owner of all or any portion of the Easement Area and any other person or entity having any right, title or interest therein and upon their respective heirs, personal representatives, devisees, successors and assigns; and (2) that the covenants, conditions, limitations and restrictions contained herein are intended to limit the use of the Easement Area as hereinafter set forth.

ARTICLE I CONDITIONS, LIMITATIONS AND RESTRICTIONS

The Grantor covenants, grants, and relinquishes the right to (i) develop the Easement Area for residential or other purposes inconsistent with this Deed of Easement and (ii) subdivide the Easement Area for any purpose. Grantor further covenants, grants and relinquishes the Development Rights on the Easement Area as defined in Section 15.502 of the Howard County Agricultural Land Preservation Act as follows:

Development Right: "Development right" means the right to develop the parcel for purposes other than agricultural uses. "Development right" includes, but is not limited to, the right to use the Easement Area for industrial or commercial uses, for residential purposes (except as set forth in this subtitle), display of signs or billboards (except as permitted by resolution of the county council, in connection with the agricultural use of the parcel), or the storage or depositing of trash, junk, rubbish or debris.

ARTICLE II RESERVED RIGHTS

The Grantor reserves for Grantor and Grantor's successors and assigns, all rights, except for the Development Rights defined in Article I which are extinguished by this Deed of Easement and those other restrictions and conditions imposed upon the Easement Area in this Deed of Easement.

1. Residential Uses. Grantor and Grantor's heirs, personal representatives, successors and assigns may use and enjoy the Easement Area for any noncommercial, residential uses relating or incidental to the fee simple ownership of the Easement Area.

2. Principal Dwelling. As shown in Exhibit C, a principal dwelling is located within the Easement Area and the owner of the Easement Area may occupy the existing principal dwelling. The dwelling may not be subdivided and conveyed separately from the Easement Area. Subject to the provisions of the

Decision and Order of the Board of Appeals No. 02-69C dated December 2, 2003 the principal dwelling may be designated as a tenant house.

3. Tenant House. One tenant house is permitted on the Easement Area pursuant to Section 104.F.3 of the Howard County Zoning Regulations and Section 15.514 of the Howard County Code. The principal dwelling may be designated a tenant house pursuant to the provisions of the Decision and Order of the Board of Appeals No. 02-69C dated December 2, 2003. The Deed of Easement shall be amended to establish the tenant house on the Easement Area.

4. Subdivision. The Easement Area may not be subdivided.

5. Replacement of Residential Structure. The owner of the Easement Area may replace the principal dwelling which has become uninhabitable if (i) the Board determines that the proposed location of the replacement structure will minimize disruption of agricultural activities and (ii) the uninhabitable structure is demolished.

ARTICLE III AGRICULTURAL USES AND ACTIVITIES

Agricultural uses are expressly permitted on the Easement Area and are defined in Section 15.502 of the Howard County Agricultural Land Preservation Act as follows:

"Agricultural use" means farming and includes:

- (1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;
- (2) The breeding, raising, training and general care of livestock for uses other than food, such as sport or show purposes;
- (3) Construction and maintenance of barns, silos and other similar structures, the use of farm machinery, the primary processing of agricultural products and the sale of agricultural products produced on the land where the sales are made; and
- (4) Other uses directly related to or as an accessory use of the premises for farming and agricultural purposes.

A barn and a chicken coup are located on the Easement Area for Agricultural use, as shown on Exhibit C.

ARTICLE IV ADDITIONAL COVENANTS AND OBLIGATIONS

1. Maintenance of the Easement Area. Grantor covenants and agrees to maintain and to manage the Easement Area in accordance with an approved soil conservation and water quality plan approved by the Howard County Soil Conservation District. The Grantor shall not substantially reduce the agricultural value of the Easement Area by use of practices unacceptable to the United States Department of

Agriculture or the Maryland Department of Agriculture; and shall maintain the Easement Area to control erosion and noxious weeds.

2. Conveyance of the Easement Area. In furtherance of the covenants made in Article I, Grantor covenants and agrees each conveyance of the all or any part of the Easement Area shall be reported to the County.

ARTICLE V NO RIGHT OF PUBLIC ACCESS

The grant of this Deed of Easement does not grant the public any right of access or any right to use the Easement Area.

ARTICLE VI ENFORCEMENT

The County shall have the following enforcement rights to ensure compliance with the terms and conditions of this Deed of Easement, which rights shall be cumulative:

1. Inspection. The County shall have the right, with prior notice to the Grantor, to enter the Easement Area in order to inspect for compliance with the conditions of the Deed of Easement.

2. Damages Not Adequate Remedy. Upon any breach of the terms of this Deed of Easement by Grantor, the County may, after reasonable notice to Grantor, require that the Easement Area be restored promptly to the condition required by this Deed of Easement. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the restrictions, covenants, conditions or provisions of this Deed of Easement cannot be adequately remedied by action at law or exclusively by recovery of damages.

3. Costs. The Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee in enforcing the terms of this Deed of Easement, including but not limited to court costs and reasonable attorneys' fees.

4. Injunction. In addition to other remedies, the County may seek an injunction to halt practices which violate the terms and conditions of this Deed of Easement.

5. No Waiver. No failure on the part of the County to enforce any covenant or provision hereof shall be deemed a waiver of the right to do so thereafter nor discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the County to enforce the same in the event of a subsequent breach or default.

ARTICLE VII NOTICE

Any notices by the Grantor to the County pursuant to any term hereof shall be sent by registered or certified mail, return receipt requested, addressed to the Howard County Department of Planning and Zoning, Agricultural Land Preservation Program Administrator, 3430 Courthouse Drive, Ellicott City

Maryland 21043. Any notices by the County to the Grantor pursuant to any term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Bobby Wheeler, Roxbury Farm, LLC, 21400 New Hampshire Avenue, Brookeville, Maryland 20833. Upon the conveyance of any interest in the Easement Area, the County shall be notified of the new address for notices.

ARTICLE VIII
MISCELLANEOUS

1. Laws and Regulations. The provisions of this Deed of Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Easement Area.

2. Entire Agreement. This Deed of Easement sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the easement. Any amendments to this Deed of Easement shall be in writing, signed by the Grantor and the Grantee. All exhibits are hereby incorporated into this Deed of Easement.

3. Covenants and Further Assurances. The Grantor further covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the development rights hereby conveyed; that they shall warrant specially the Easement Area interests herein conveyed, and that they shall execute such further assurances of the same as may be required.

4. No Liens. Grantor represents that there are no liens or security interests on the Easement Area.

5. Successors and Assigns. The obligations of Grantor herein shall apply to each successor and assign of the Grantor, as the case may be, in perpetuity.

IN WITNESS WHEREOF, the hand and seal of the Grantor as of the date above written.

WITNESS:

ROXBURY FARM, LLC

[Signature]

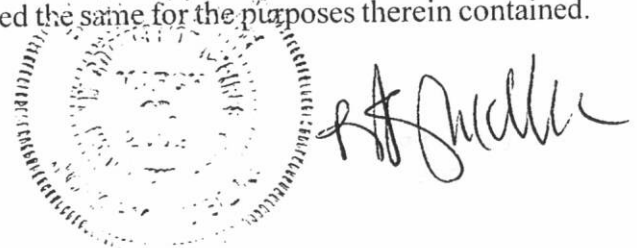
Bobby Joe Wheeler (SEAL)

By: Bobby Joe Wheeler Managing Member

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 28th day of March, 2006 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Bobby Wheeler, the Managing Member of Roxbury Farm, LLC, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Agricultural Land Preservation Easement and he acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



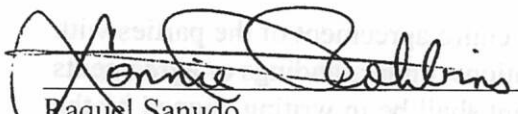
Notary Public

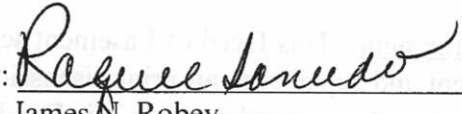
My Commission Expires: _____

ACCEPTANCE BY HOWARD COUNTY, MARYLAND:

ATTEST:

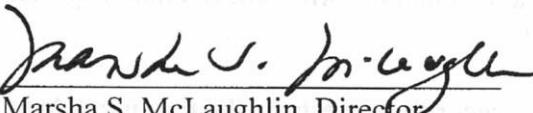
HOWARD COUNTY, MARYLAND

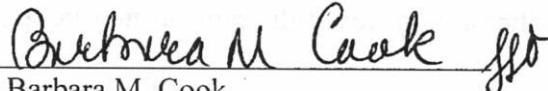

 Raquel Sanudo
 Chief Administrative Officer
Acting

By:  (SEAL)
 James N. Robey
 County Executive

APPROVED:

Approved for Form and Legal Sufficiency
 on this 4th day of April, 2006


 Marsha S. McLaughlin, Director
 Department of Planning and Zoning


 Barbara M. Cook
 County Solicitor

I, the undersigned, hereby certify that (a) I am an attorney admitted to practice before the Court of Appeals of Maryland, and (b) this instrument was prepared by me or under my supervision.

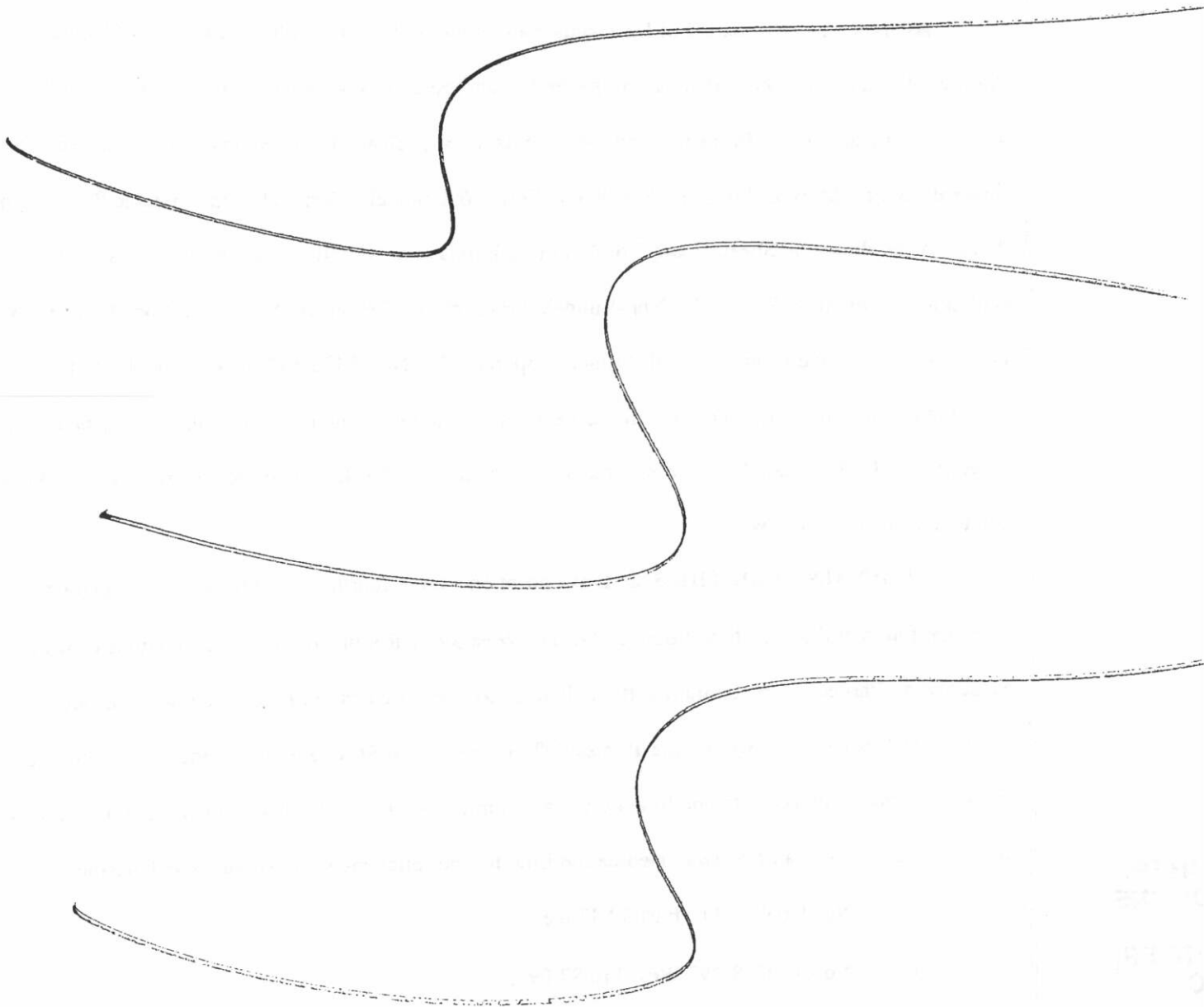

 Lisa Stello O'Brien
 Senior Assistant County Solicitor

AFTER RECORDING PLEASE RETURN TO:
Agricultural Land Preservation Program Administrator
Department of Planning and Zoning
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043

DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

Description of the Easement Area

EXHIBIT A



January 24, 2005

**DESCRIPTION OF
BUILDABLE PRESERVATION PARCEL 'A'
"RIVERCREST"
(PLAT INTENDED TO BE RECORDED)
PART OF LOT 1 "BUICE PROPERTY"
(PLAT NOS. 5426 - 5429)
FOURTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND**

BEING a piece or parcel of land, situate and lying in the Fourth Election District of Howard County, Maryland and being also part of the land described in a conveyance from Dorothy S. Pond, widow, to Robert Preston Buice by deed dated January 18, 1980 and recorded among the Land Records of Howard County, Maryland in Liber No. 984, at Folio 76; being also designated as Buildable Preservation Parcel 'A' as shown on Sheets 2 and 3 of 3 of the subdivision plats entitled "Rivercrest, Lots 1 Thru 10, Buildable Preservation Parcel 'A', Non-Buildable Preservation Parcel 'B' & 'C' And Non-Buildable Bulk Parcel 'D' (A Resubdivision of Lot 1, "Buice Property", Plat Nos. 5426-5429)" and intended to be recorded among said Land Records; said piece or parcel of land being more particularly described, as now surveyed, in the Maryland State Coordinate System NAD '83 Meridian, as projected by Howard County geodetic control, as follows:

BEGINNING FOR THE SAME at a point on a three-fourths of an inch diameter open-ended iron pipe found at the end of the South 65°01'11" West 39.37 feet line on the western outline of Buildable Preservation Parcel 'A' in common with the Public Roadway Dedication Line on the western side of Roxbury Mill Road, as shown on the aforesaid "Rivercrest" plat Sheet 2 of 3, intended to be recorded; thence running reversely with and binding on said common outline of Buildable Preservation Parcel 'A' with Roxbury Mill Road Roadway Dedication Line for the following six (6) courses and distances:

- 1) North 65°01'11" East 39.37 feet,
- 2) North 24°58'49" West 110.87 feet,
- 3) 100.00 feet along the arc of a curve to the right, having a radius of 2,233.00 feet and subtended by a chord: North 23°41'50" West 99.99 feet,

HER,
LLINS

RTER,
.

ENGINEERING CONSULTANTS
& SURVEYORS
Baltimore National Pike
City, Maryland 21042
410-2855
410-750-3784

- 4) 100.00 feet along the arc of a curve to the left, having a radius of 1,420.00 feet and subtended by a chord: North 24°25'54" West 99.98 feet,
- 5) 100.00 feet along the arc of a curve to the right, having a radius of 1,943.00 feet and subtended by a chord: North 24°58'29" West 99.99 feet, and
- 6) North 23°30'01" West 39.25 feet to a point at the beginning of the North 71°57'03" East 574.65 feet line on the northern outline of said Buildable Preservation Parcel 'A', as shown on said "Rivercrest" plat Sheet 2 of 3, intended to be recorded; thence leaving the aforesaid Roxbury Mill Roadway Dedication Line and running with and binding on said northern, and also the eastern and southern outlines of Buildable Preservation Parcel 'A', as shown on said "Rivercrest" plat Sheets 2 and 3 of 3, intended to be recorded, for the following thirteen (13) courses and distances:
 - 7) North 71°57'03" East 574.65 feet to a one inch diameter open-ended iron pipe found,
 - 8) North 78°42'03" East 528.00 feet,
 - 9) South 19°32'57" East 56.10 feet,
 - 10) North 70°12'03" East 113.50 feet,
 - 11) North 59°57'03" East 231.00 feet,
 - 12) North 68°12'03" East 198.00 feet,
 - 13) South 44°17'57" East 49.50 feet,
 - 14) South 34°02'57" East 109.52 feet,
 - 15) South 25°32'57" East 140.25 feet,
 - 16) North 73°03'48" East 177.65 feet,
 - 17) South 13°57'59" West 1,460.47 feet,
 - 18) North 57°02'45" West 709.73 feet to a four inch diameter concrete monument found, and
 - 19) South 55°35'54" West 208.43 feet to a point at the beginning of the North 46°30'29" West 112.94 feet line on the southwestern outline of Buildable Preservation Parcel 'A' in

**ISHER,
COLLINS**

**ARTER,
IC.**

**IL ENGINEERING CONSULTANTS
LAND SURVEYORS**

72 Baltimore National Pike
Cott City, Maryland 21042
P) 461-2855
(410) 750-3784

common with the northeastern outline of Lot 7, as shown on said "Rivercrest" plat Sheets 2 and 3 of 3, intended to be recorded; thence running with and binding on said common outline of Buildable Preservation Parcel 'A' with Lot 7,

- 20) North 46°30'29" West 112.94 feet to a point at the beginning of the 19.89 feet-length, 50.00 feet-radius line on the western outline of Buildable Preservation Parcel 'A' in common with the road right-of-way line on the eastern outline of Rivercrest Court, fifty (50) feet radius, as shown on said "Rivercrest" plat Sheets 2 and 3 of 3, intended to be recorded; thence running with and binding on said common outline of Buildable Preservation Parcel 'A' with Rivercrest Court,
- 21) 19.89 feet along the arc of a curve to the left, having a radius of 50.00 feet and subtended by a chord: North 17°10'07" East 19.76 feet to a point at the beginning of the South 85°36'48" East 32.45 feet line on the northerly outline of Buildable Preservation Parcel 'A' in common with the southerly outline of Non-Buildable Bulk Parcel 'D', as shown on said "Rivercrest" plat Sheet 3 of 3, intended to be recorded; thence leaving said Rivercrest Court and running with and binding on the common outline of Buildable Preservation Parcel 'A' with Non-Buildable Bulk Parcel 'D', for the following eleven (11) courses and distances:
 - 22) South 85°36'48" East 32.45 feet,
 - 23) North 76°10'38" East 218.92 feet,
 - 24) North 50°54'05" East 521.82 feet,
 - 25) North 69°12'46" East 122.05 feet,
 - 26) North 33°03'16" East 135.92 feet,
 - 27) North 16°14'54" East 121.18 feet,
 - 28) North 06°12'08" East 204.52 feet,
 - 29) North 70°18'46" West 73.59 feet,

HER,
LLINS

RTER,

ENGINEERING CONSULTANTS
& SURVEYORS
Baltimore National Pike
Baltimore, Maryland 21042
1-2855
(750-3784

- 30) South 44°33'59" West 206.82 feet,
- 31) South 78°51'27" West 121.99 feet, and
- 32) South 05°35'37" West 105.40 feet to a point at the beginning of the South 14°42'29" West 17.61 feet line on the easterly outline of Buildable Preservation Parcel 'A' in common with the westerly outline of Lot 6, as shown on said "Rivercrest" plat Sheet 3 of 3, intended to be recorded; thence running with and binding on the common outline of Buildable Preservation Parcel 'A' with Lot 6, and also with Lots 5, 4 and 3, as shown on said "Rivercrest" plat Sheets 2 and 3 of 3, for the following twelve (12) courses and distances:
 - 33) South 14°42'29" West 17.61 feet,
 - 34) South 29°38'08" West 112.36 feet,
 - 35) South 46°07'24" West 45.35 feet,
 - 36) South 53°24'15" West 80.22 feet,
 - 37) South 73°11'26" West 80.53 feet,
 - 38) South 84°34'30" West 22.79 feet,
 - 39) South 52°10'53" West 85.40 feet,
 - 40) South 19°04'09" East 62.14 feet,
 - 41) South 88°37'12" West 167.96 feet,
 - 42) South 71°52'21" West 322.06 feet,
 - 43) South 05°14'23" West 115.01 feet, and
 - 44) South 20°15'52" East 51.44 feet to a point at the end of the 57.41 feet-length, 500.00 feet-radius line on the southeastern outline of Buildable Preservation Parcel 'A' in common with the road right-of-way line on the northwestern outline of Rivercrest Court, forty (40) feet wide, as shown on said "Rivercrest" plat Sheet 2 of 3, intended to be

**ISHER,
OLLINS**

**ARTER,
IC.**

ENGINEERING CONSULTANTS
LAND SURVEYORS
72 Baltimore National Pike
Baltimore City, Maryland 21042
(410) 481-2855
(410) 750-3784

recorded; thence running reversely with and binding on said common outline of

Buildable Preservation Parcel 'A' with Rivercrest Court,

- 45) 57.41 feet along the arc of a curve to the left, having a radius of 500.00 feet and subtended by a chord: South $61^{\circ}41'31''$ West 57.37 feet to a point at the beginning of the North $31^{\circ}35'50''$ West 223.86 feet line on the southwestern outline of Buildable Preservation Parcel 'A' in common with the northeastern outline of Lot 2, as shown on said "Rivercrest" plat Sheet 2 of 3, intended to be recorded; thence leaving Rivercrest Court and running with and binding on said common outline of Buildable Preservation Parcel 'A' with Lot 2, for the following three (3) courses and distances:
 - 46) North $31^{\circ}35'50''$ West 223.86 feet,
 - 47) North $89^{\circ}45'35''$ West 43.33 feet, and
 - 48) South $66^{\circ}50'29''$ West 36.53 feet to a point at the beginning of the North $54^{\circ}18'21''$ West 206.80 feet line on the southwestern outline of Buildable Preservation Parcel 'A' in common with the northeastern outline of Non-Buildable Preservation Parcel 'C', as shown on said "Rivercrest" plat Sheet 2 of 3, intended to be recorded; thence running with and binding on said common outline of Buildable Preservation Parcel 'A' with Non-Buildable Preservation Parcel 'C',
 - 49) North $54^{\circ}18'21''$ West 206.80 feet to a point at the beginning of the North $37^{\circ}05'19''$ East 119.78 feet line on the northwestern outline of Buildable Preservation Parcel 'A', as shown on said "Rivercrest" plat Sheet 2 of 3, intended to be recorded; thence running with and binding on part of said northwestern outline of Buildable Preservation Parcel 'A',
 - 50) North $37^{\circ}05'19''$ East 119.78 feet to the point of beginning; containing 34.617 acres of land, more or less.

SHER,
LLINS

RTER,

ENGINEERING CONSULTANTS
AND SURVEYORS
Baltimore National Pike
City, Maryland 21042
31-2855
D) 750-3784

SUBJECT TO all easements, rights of way, etc. shown on the "Rivercrest" plat sheets 1, 2 and 3 intended to be recorded.



Prepared By CFB

Checked By VAF

WO #30636

SHER,
OLLINS

ARTER,
S.

ENGINEERING CONSULTANTS
AND SURVEYORS

Baltimore National Pike
City, Maryland 21042
81-2855
0) 750-3784

DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

EXHIBIT B

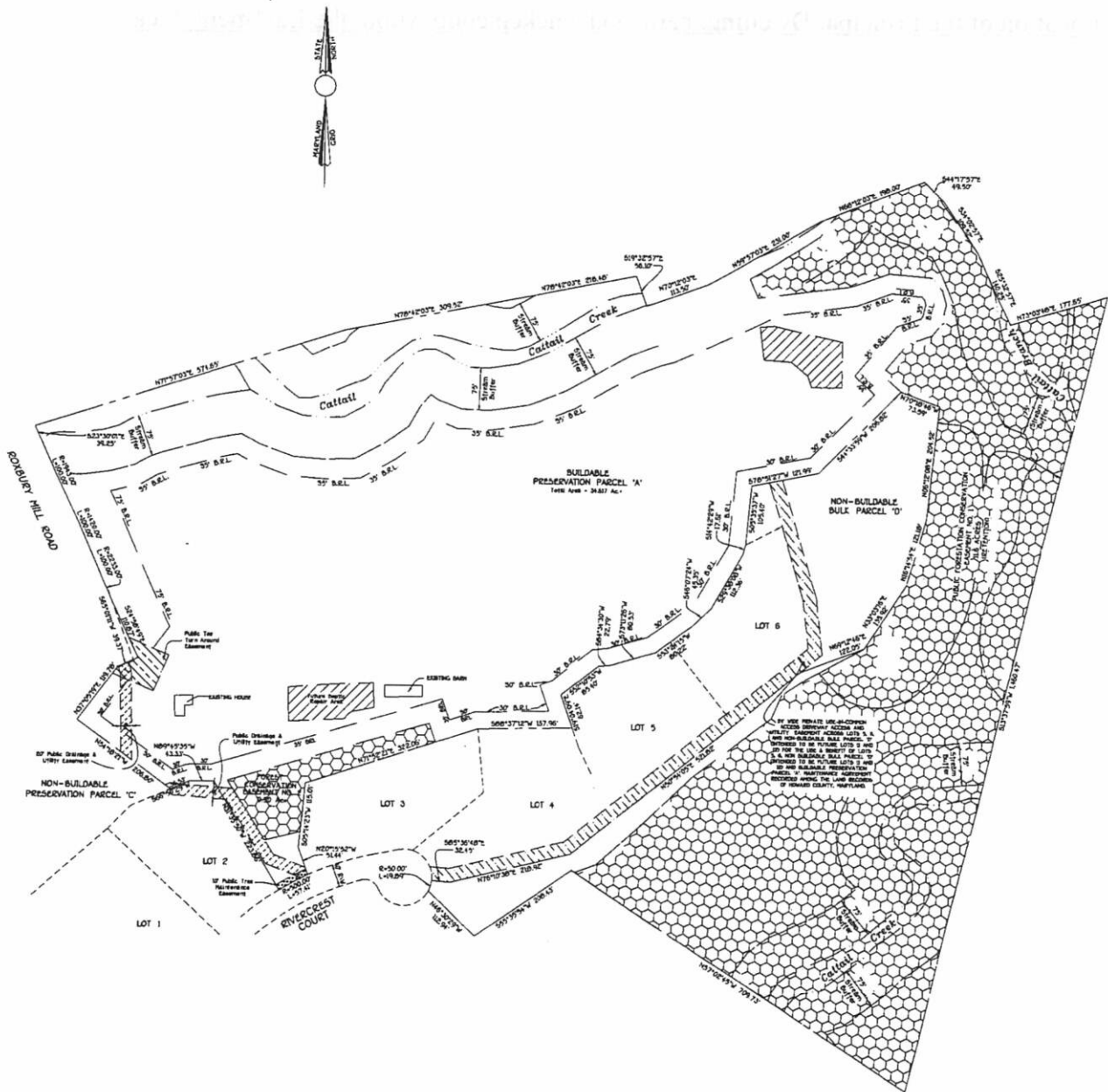
Description of Permitted Encumbrances

1. Right Of Way Agreements with Baltimore Gas and Electric Co., recorded among the Land Records of Howard County, Maryland at Liber 5111, folio 001 and Liber 9150, folio 119.
2. Deed to the State of Maryland to the use of the State Roads Commission of Maryland recorded in the Land Records of Howard County, Maryland in Liber 246, folio 028.

DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

EXHIBIT C

Location of the Principal Dwelling, barn, and chicken coup within the Easement Area



FISHER, COLLINS & CARTER, INC.
 CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS
 CENTENNIAL SQUARE OFFICE PARK - 10272 BALTIMORE NATIONAL PIKE
 ELLICOTT CITY, MARYLAND 21042
 (410) 461 - 2855

TYPE FD SURE \$ 0.00
 TOTAL 0.00
 RECORDED REC-1177339
 FOR KMC Bk14205
 APR 29, 2006 11:23 AM

RIVERCREST
 BUILDABLE
 PRESERVATION PARCEL 'A'
 TAX MAP NO. 21 GRID NO. 20 PARCEL NO. B4
 FOURTH ELECTION DISTRICT
 HOWARD COUNTY, MARYLAND
 SCALE: 1"=300'
 DATE: March 2, 2006

Legend

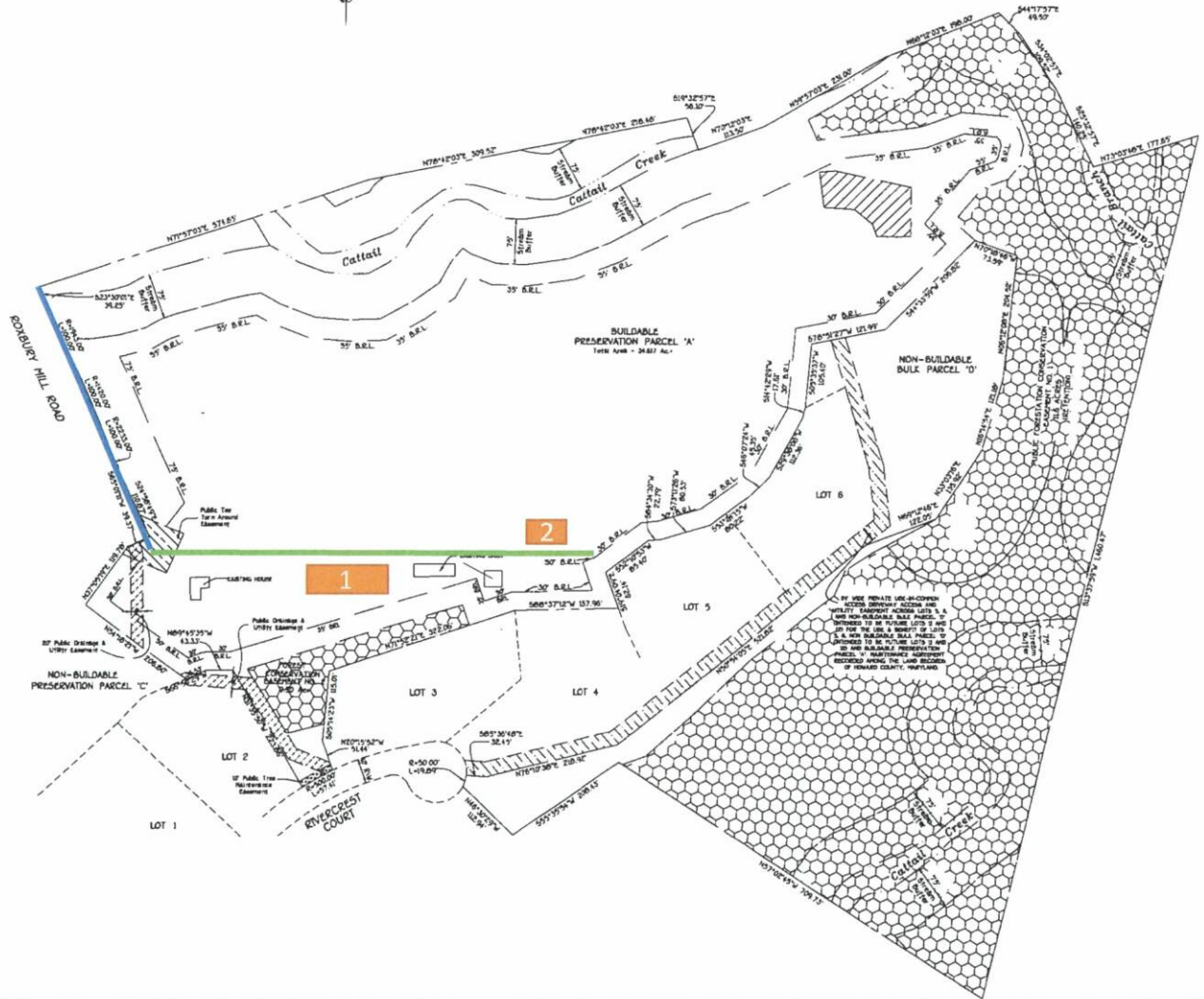
RV and Boat Storage Area = **Orange**
Public Road = **Blue**
Private Road = **Green**

Box 1 = 160' x 57'
Box 2 = 68' x 45'



Appellant & Property Data

Appellant/Owner: Jay Andrew Komsa – self-represented (pro se)
4335 Roxbury Mill Road, Brookeville, MD 20833 – 443-694-0445 – jkomsa1@gmail.com
Mailing Address: 1509 Shore Drive, Edgewater, MD 21037
Zoning: RC-DEO (subject parcel and all adjoining parcels)
Roxbury Mill Road: Public (County) Road; dead-ends to the left of the dwelling.
Access = 50 ft Private use-in-common driveway (per recorded plat note)
Nearest public-road intersection: Roxbury Mill Rd. & MD Route 97, approx. 0.1 mi.
Buildable Preservation Parcel "A" – Tax Map 21, Grid 20, Parcel 270
Fourth Election District, Howard County, Maryland
Howard County DPZ CE-26-8
Nearby Community: Rivercrest Community



RV/boat storage sits inside the platted Building Restricted Lines (30'-75' BRL) – set back farther from every lot line than the county's own building setback requires. (open-air storage is not a structure and is not subject to a structure setback in any event)

Total Farm Acreage:

1,507,916.52 ft² = **34.617 acres**

RV and Boat Storage Area (**Orange**)

≈ 12,000 ft² ≈ .28 acres ≈ .80% up to ≈ 14,000 ft² ≈ .33 acres ≈ 1.0%

FISHER, COLLINS & CARTER, INC.
CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS
CENTENNIAL SQUARE OFFICE PARK - 10272 BALTIMORE NATIONAL PIKE
ELLICOTT CITY, MARYLAND 21042
(410) 461 - 2955

RIVERCREST
BUILDABLE
PRESERVATION PARCEL "A"
TAX MAP NO. 21 GRID NO. 20 PARCEL NO. 84
FOURTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND
SCALE: 1"=300'
DATE: March 2, 2006

APR 29 2006 11:03 AM
RMC BIK+2006
RES#1003 RCP+100399
TOTAL 0.00
TAX TO SURE # 0.00

Annual Report

1893-1894

of the

Board of

Education

of the

State of

California

for the

Year

1893-1894

by

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson

and

John

W. H.

Johnson



TURF TO TREES PROGRAM APPLICATION & AGREEMENT

Tree planting is the most cost-effective stormwater management practice the County can implement to manage stormwater runoff. The County's Water Protection and Restoration Fund is financing the Turf to Trees Program (the "Program") because the Program will benefit the citizens of the County by helping the County achieve the federally mandated goals of the County's stormwater management permit. Under the Program, the County plants tree at optimal locations for stormwater management and the residents take over the long-term expense and effort of maintaining the trees. I have read and understand the description of the Program (and I agree to participate in the Program. I will accept the trees supplied and planted by the County at the optimal location to achieve the stormwater management goals and hereby agree to the following terms and conditions of participation in the Program:

1. I understand that I am responsible for the care of the trees planted on my property. The success of the Program depends upon the long-term maintenance of these trees and I will perform maintenance tasks as necessary, including, but not limited to watering, fertilizing, protecting from deer and other pests and removing the tree shelters at an appropriate time. I will not cut down, sell, remove, relocate, or otherwise intentionally destroy the trees.
2. I understand the restrictions regarding installation of the trees provided under the Program as follows.
 - a) Trees shall be located as set forth on the tree plan created as a condition of acceptance in the Program.
 - b) Trees may not be planted in utility right-of-ways such as, but not limited to water, sewer, natural gas, or oil pipelines.
 - c) Trees may not be planted within forty-five (45) feet of an overhead utility line.
 - d) I understand that there is no guarantee of the survivability of the trees provided.
 - e) I understand that trees will not be planted within 15' of my house or paved surfaces as roots and branches may have damaging effects.
3. I understand that I am responsible for obtaining any required approvals for planting the trees on my property from community associations in accordance with the applicable community covenants.
4. I understand that before digging, Howard County will take the necessary measures to locate and avoid underground lines and cables by calling Miss Utility at 1-800-282-8555.
5. I hereby certify that my property contains the following personal underground pipes or wires, such as invisible fences, lighting, security system, or irrigation system and I have accurately indicated the location of such lines or pipes to the County: Jay Komsa.
6. I agree to indemnify, defend and hold harmless the County from and against all claims, action, damages, liability, and expenses, including attorney's fees, relating to damage to or loss of property or personal injuries that arise from the trees on my property and which were not caused solely by the

County's negligence. This indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the County.

7. I shall execute a Right of Entry Agreement in the form attached hereto for Howard County and its employees and contractors to enter my property and plant the trees in accordance with the Tree Plan.

I, the undersigned, certify that I am the owner of the property at the address below and I have read, fully understand, and agree to be bound by the conditions for participation in the Tree Canopy Program. I understand that if I fail to comply with all of these conditions as long as I own the property, I am obligated to reimburse Howard County, Maryland for the cost of the trees supplied and planted.

Property Address: 4335 Roxbury Mill Rd

Property Acreage: 36 Approximate Acreage to be Planted: 7

Names and Contact Information for Each Owner of the Property:

Jay Komsa
Printed Name

Telephone: 443-694-0445

Email Address: jkomsa1@gmail.com

Signature Jay Komsa

Date Signed: 8/12/22

Printed Name

Telephone: _____

Email Address: _____

Signature

Date Signed: _____