



Board of Zoning Appeals MEETING AGENDA

Tuesday, January 21, 2025 - 9:00 AM
Council Chambers, Easton Town Office
14 S Harrison Street

1. Call to Order

2. Approval of Minutes

- a. Approval of the Draft Decision Summary from the December 17, 2024 meeting.

3. Applications

- a. **Application:** SE - 1364 / SE 25 - 01
Applicant: Driller Ventures, LLC
c/o Anthony P. Kupersmith, Esq.
Location: 8171 Elliott Road
Tax Map 0109, Grid 00EA, Parcel 4582,
Lot 3-R
Zoning District: CG
Request: Special Exception request pursuant to
Section 28-1303.5 B of the Zoning
Ordinance of the Town of Easton, use
(6) 603.1 in Table 2.1 of Section 28-201
to be utilized as a Cannabis
Dispensary* in the CG - Commercial
General zoning district.

4. Discussion Item



**Town of Easton Board of Zoning Appeals
Draft Decision Summary**

Tuesday, December 17, 2024 at 9:00 a.m.
Town Hall Chamber 2
14 S. Harrison Street, Easton, Maryland

Archived video of the meeting is available at:
[Town of Easton Agendas and Minutes](http://eastonmd.gov)
[\(eastonmd.gov\)](http://eastonmd.gov)

Attendance:

Board Members:

- 18 Peter Cotter, Chairman
- 19 Gary Molchan, Vice Chairman
- 20 Zakary A. Krebeck AICP
- 21 Paul Weber, Alternate

Absent:

Staff:

- 25 Miguel Salinas, Planning and Zoning Director
- 26 Lynn B. Thomas AICP, Town Planner - Long Range

Staff:

- 29 Joseph Mayer, Plan Reviewer
- 30 Nicholas Johnson AICP, Town Planner - Current
- 31 Current
- 32 Sharon Van Emburgh, *Esq.* Town Attorney
- 33 Aaron Cooper, *Esq.* Legal Associate
- 34 Samantha Smith, Administrative Specialist

1. Call to Order — Chairman Cotter called the meeting to order at 9:00 a.m.

2. Decision Summary Review —

Vice Chairman Molchan moved to approve the November 19, 2024 Decision Summary. Board Member Krebeck seconded the motion.

Vote	<u>3 - 0</u>
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

3. Applications —

54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

- a. **File No.:** V - 1345 / V 24 - 14
- Applicant:** Neoma Salvaje
- Location:** 61 Pleasant Alley, Easton, MD 21601
Tax Map 0104, Grid 00EA, Parcel 1424, Lot 2
- Zoning:** R-7A
- Request:** The applicant is requesting a Variance from Section 28 - 302.2.C.3 of the Town of Easton Zoning Ordinance: the minimum 8' side setback for all uses and structures in the R-7A Residential zoning district and the Planned Redevelopment Overlay district. The applicant is seeking an after-the-fact variance to construct what is best described as a canopy between the primary structure and the side property line. This structure protrudes beyond the minimum five (5) foot side setbacks as established through the Planned Redevelopment District (PRD) process.

Background: On March 5, 2024, the Building Inspection Division provided notice to the Applicant of unpermitted alterations to the existing fence, and the construction of a structure referred to as an arbor on the property located at 61 Pleasant Alley. The Applicant subsequently submitted building permit applications #2024-19077 and #2024-17078. On March 12, 2024 the Planning and Zoning Department provided the following written comments on permit application #2024-17078 for the construction of what was described as an arbor and a shed:

1. *The proposed structures encroach beyond the established five (5) foot side setbacks as shown on the recorded subdivision plat dated January 7, 2016. At this time, the following options are available to remedy the setback issue.*
 - a. *Apply for an obtain a setback Variance from the Board of Zoning Appeals*
 - b. *Apply for an amendment to the original Planned Redevelopment District approval that established the five (5) foot setbacks.*
 - c. *Submit a revised site plan that conforms to the established setback requirements for this property.*
2. *The proposed structures are located within the established utilities easements. Please reach out to Easton Utilities regarding what is permitted within these easements.*

On April 26, 2024, Code Enforcement issued violation notice #24-0772 stating that the Applicant was in violation of Section 28 - 112 of the Zoning Ordinance, and requested that the structures be removed. On May 2, 2024, the Applicant requested an official written determination for the purpose of an appeal which was provided to the Applicant on May 28, 2024. No appeal was filed within 30 days of the date of the official determination. On June 29, 2024, a final notice was issued to the Applicant by the Town's Code Enforcement Department. Further enforcement was taken in the issuance of three (3) citations (Case #24-1252) and the scheduling of a hearing with the District Court for Talbot County after the

100 Applicant failed to take corrective action.

101
102 **Outstanding Issues:** The canopy constructed on the southern section of the
103 primary structure is not included as part of this Variance request, but is still in
104 violation of the setback requirements. The roofing material on the wooden frame
105 protrudes beyond the minimum required setback; running from the side of the
106 primary structure to the fence located on the southern property line. Both
107 structures extend into active utility easements containing electric and water
108 infrastructure. Easton Utilities has indicated that they will not permit any
109 permanent structures to be located within these easements.

110
111 **Staff Presentation:**
112 Nicholas Johnson AICP, Planner
113 Sharon Van Emburgh, Esq. Town Attorney
114 Tom Diem, Building Code Official

115
116 **Applicant Presentation:**
117 Neoma Salvaje

118
119 **Public Comment:**
120 Tykeshia Jenkins, 201 Port Street

121
122 **Public Comment Written** — None

123
124 **Board Member Krebeck moved to deny the Variance request as submitted.**
125 **Chairman Cotter seconded the motion.**

126
127

Vote	3 - 0
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

132
133 **b. File No.:** V - 1332 / V 24 - 12
134 **Applicant:** Easton Utilities
135 **Location:** 23 Talbot Lane, Easton, MD 21601
136 Tax Map 0104, Grid 00EA, Parcel 1536
137 **Zoning:** CB
138 **Request:** The applicant is requesting a Variance from Section 28-1006.D.1
139 of the Town of Easton Zoning Ordinance: the maximum four (4) foot height for
140 all fences, walls and hedges above the elevation of the surface of the ground
141 located in any front yard area. The Applicant is seeking to construct an eight (8)
142 foot tall wooden fence to secure a newly constructed gas regulator station.
143 Through the approval of the requested Variance, the Applicant shall also be in
144 compliance with the applicable requirements of the Code of Federal Regulations
145 (CFR).

146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191

Background: The proposed fencing was presented to the Historic District Commission at their September 9, 2024 meeting and received positive feedback. This project was administratively approved by the Town Engineer as per Section 28-601.E.2.c of the Town Ordinance.

Staff Presentation:
Nicholas Johnson AICP, Planner
Miguel Salinas, Director of Planning and Zoning

Applicant Presentation:
Paul Moffett, Easton Utilities

Public Comment — None
Public Comment Written — None

Chairman Cotter moved to approve the Variance request as submitted. Vice Chairman Molchan seconded the motion.

Vote	3 - 0
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

- c. **File No.:** V - 1339 / V 24 - 13
- Applicant:** Interstate Sign Company
- Location:** 410 N. Washington Street, Easton, MD 21601
Tax Map 0101, Grid 0014, Parcel 0281
- Zoning:** CB
- Request:** The applicant is requesting a Variance Section 28-1101.7.B.1 of the Town of Easton Zoning Ordinance: the maximum height requirement for freestanding signs; and from Section 28-1007.B.2, the minimum landscape area requirements for freestanding signs.

Background: On April 24, 2024 Code Enforcement issued case #24-760 in violation of Section 28-1001.3.A after it was discovered that a new freestanding sign had been erected in the location of the previous non-conforming sign. Subsequent notices were sent on May 15, 2024 and May 31, 2024 with instructions to submit an application for a signage permit which was ultimately submitted on July 1, 2024. On July 2, 2024 the Planning and Zoning Department provided comments; noting that the sign exceeds the maximum height requirement for freestanding signs as per Section 28-101.7.B.1, and does not meet the minimum landscaping requirements as per Section 28-1007.B.2 of the Zoning Ordinance. Additional Code Enforcement violation notices were sent to the property owner on August 20, 2024 and September 18, 2024.

192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236

Outstanding Issues: The internal illumination of this sign is currently prohibited by the Zoning Ordinance.

Staff Presentation:
Nicholas Johnson AICP, Planner
Sharon Van Emburgh, *Esq.* Town Attorney

Applicant Presentation:
Michelle Hobbs, Interstate Sign Company
Tyler Shelton, Interstate Sign Company

Public Comment:
Muhammad Ullah, 7-Eleven Franchise Owner

Public Comment Written — None

The Applicant consented to meet all minimum landscaping requirements of Section 28-1101.7.B.2 of the Town of Easton Zoning Ordinance.

Chairman Cotter moved to approve the Variance request for the maximum height requirement with the understanding that the minimum landscaping requirements will be met. Vice Chairman Molchan seconded the motion.

Vote	<u>3 - 0</u>
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

- d. File No.:** SE - 1346 / SE 24 - 09
- Applicant:** BGFY, LLC
- Location:** 8223 Elliott Road, Easton, MD 21601
Tax Map 0109, Grid 0000, Parcel 4582, Lot 3
- Zoning:** CG with a PUD Overlay
- Request:** The applicant is requesting a Special Exception pursuant to Section 28-201 of the Zoning Code (*Table 2.1 (6) (603.1)*) to be utilized as a Cannabis Dispensary* in a Planned Unit Development (PUD) with an underlying zoning district of Commercial General (CG) zoning. The Applicant is proposing to operate a cannabis dispensary within the existing 2,700 square foot vacant building located on the subject property.

Background: On April 15, 2024, The Town of Easton Zoning Ordinance was amended through the passing of *Ordinance 809*. The Ordinance established regulations for cannabis dispensaries and other related uses by Special Exception

237 within the Central Business (CB) and Commercial General (CG) zoning district
238 subject to supplemental standards (Section 28-1007.2.A.18).
239

240 **Outstanding Issues:** There is an existing house of worship located at 29512
241 Canvasback Drive. Per supplemental standard *b.* in Section 28-1007.2.A.18 of the
242 Zoning Ordinance, no cannabis dispensary shall be permitted within five hundred
243 feet (500') (measured from the closest portion of the affected properties) of any of
244 the following uses: Pre-existing Schools, Colleges & Universities, Pre-existing
245 Houses of Worship, Pre-existing Family Day Care, Day Care Group, Day Care
246 Small Group, Pre-existing Public Park, playground, recreation center or library,
247 one-half mile of another cannabis dispensary, or one hundred feet (100') of any
248 property zoned for residential use.
249

250 Staff recommends the following conditions:
251

- 252 1. Prior to the issuance of an occupancy permit, the Applicant shall provide
253 the Town with an up-to-date local contact person (based in Talbot County)
254 who shall be available and authorized to respond to complaints concerning
255 any operational issues associated with the dispensary.
256
- 257 2. Prior to the issuance of an occupancy permit, the Applicant shall provide
258 certification by a Professional Engineer, Certified Industrial Hygienist, or
259 other equivalently qualified professional that proposed odor control
260 measures will effectively eliminate outdoor odors for all odor sources.
261
- 262 3. The cannabis dispensary shall not be open to the public prior to 9:00 a.m.
263 or after 9:00 p.m. Operations not involving the public such as stocking of
264 shelves, completion of booking, etc., may occur outside this window.
265
- 266 4. A subdivision plat shall be recorded prior to the issuance of a building
267 permit. The newly created lot upon which the cannabis dispensary will
268 operate must meet the minimum separation requirements for cannabis
269 dispensaries found in Section 28-1007.2.A.18 of the Town Code.
270
- 271 5. Any subsequent change in ownership, tenancy, or operation will require a
272 new application and approval for the continuation of the Special Exception
273 use.
274
- 275 6. The Applicant shall obtain a certificate of occupancy within two (2) years
276 after the date the special exception is granted. Failure to obtain a
277 certificate of occupancy by December 17, 2026 shall void this approval.
278

279 **Staff Presentation:**

280 Nicholas Johnson AICP, Planner
281 Sharon Van Emburgh, *Esq.* Town Attorney
282

283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327

Applicant Presentation:
Zachary A. Smith *Esq.*

i. Oath to Testify — Chairman Cotter called for all witnesses to declare and affirm under penalty of perjury that he or she solemnly swear to testify truthfully before the Board.

ii. Opening Statement —

1. Applicant Opening Statement — Mr. Zachary A. Smith, *Esq.* addressed the board on behalf of BGFY, LLC with a brief introduction to the nature of the Special Exception request; highlighting the prior record of commercial uses of the subject property, and other potential land uses that are permitted by right within the CG zoning district. Mr. Smith addressed the Applicant’s intent to subdivide the property in order to meet the separation requirements for cannabis dispensaries as per Section 28-1007.2.A.18 of the Town Code, and the utilization of parking within the shopping center. The Applicant has obtained a conditional license from the State of Maryland Cannabis Administration to operate a standard cannabis dispensary within Talbot County.

iii. Testimony —

1. Mr. Smith called Mr. Mackie Barch, co-founder of Cultra, and the Maryland Wholesale Medical Cannabis Trades Association (CANMD) to testify as an expert cannabis consultant. There were no objections.

Mr. Barch described the retail operation requirements and regulations for all cannabis dispensaries in the State of Maryland; highlighting compliance requirements for location, security, regular inspections, and third party moderator auditing. The proposed use is intended for commercial purposes however, odor control technology will be installed as required by the Town of Easton Zoning Ordinance. Mr. Smith addressed each of the Special Exception findings for the proposed use; further detailing that all operational and parking requirements for this application have been met as per the supplemental standards of the Town of Easton Zoning Code and the State of Maryland. A traffic impact analysis was conducted in November 2024 by Lenhart Traffic Consulting Inc. The study found that the proposed redevelopment will not

328 significantly increase traffic volume within the study area.
329

330 **iv. Public Comment** — Chairman Cotter opened for public comment.
331

332 **1. Public Comment:**

333 Anthony P. Kupersmith, *Esq.* on behalf of Greenstar
334 Management LLC and Driller Ventures LLC
335

336 **2. Public Comment Written** — None
337
338

339 **v. Closing Testimony** —
340

- 341 **1. Applicant Closing Statement** — Mr. Smith responded to a
342 concern raised from the public regarding the subject property’s
343 proximity to a house of worship and an existing music school.
344 The Board deliberated on the definition of a School and its
345 interpretation as a commercial use or as an institutional use.
346 Staff clarified the definition of a school in the Zoning
347 Ordinance as a facility which provides a curriculum of
348 elementary or secondary academic instruction, and the Board
349 interpreted this definition to exclude private tutoring from the
350 School use category. Mr. Smith addressed other concerns
351 raised from the public regarding the subdivision of the
352 property, and reiterated that all operational requirements for
353 this application have been met; asking the Board to consider
354 reasonable conditions to the approval which will ensure
355 compliance for the Special Exception.
356
357

358 **vi. Board Deliberation for Special Exception *SE - 1346 / SE 24 - 09***
359

360 **Chairman Cotter moved to approve the Special Exception request subject to the**
361 **following conditions:**
362

- 363 **1. Prior to the issuance of an occupancy permit, the Applicant shall provide the**
364 **Town with an up-to-date local contact person (based in Talbot County) who**
365 **shall be available and authorized to respond to complaints concerning any**
366 **operational issues associated with the dispensary.**
367
368 **2. Prior to the issuance of an occupancy permit, the Applicant shall provide**
369 **certification by a Professional Engineer, Certified Industrial Hygienist, or**
370 **other equivalently qualified professional that the proposed odor control**
371 **measures will effectively eliminate outdoor odors for all odor sources.**
372
373

- 374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
3. **The cannabis dispensary shall not be open to the public prior to 9:00 a.m. or after 9:00 p.m. Operations not involving the public, such as stocking of shelves, completion of booking, etc., may occur outside this window.**
 4. **Prior to the issuance of a building permit, a subdivision plat shall be recorded. The newly created lot upon which the cannabis dispensary will operate must meet the minimum separation requirements for cannabis dispensaries found in Section 28-1007.2.A.18 of the Town of Easton Zoning Code. Such lot shall contain a minimum of nineteen (19) off-street parking spaces.**
 5. **Any subsequent change in ownership, tenancy, or operation shall require a new application and approval for the continuation of the Special Exception use.**
 6. **The Applicant shall obtain a Certificate of Occupancy within two (2) years from the date the Special Exception is granted. Failure to obtain a Certificate of Occupancy by December 17, 2026 shall void this approval.**

393 **Board Member Krebeck seconded the motion.**

394
395
396
397
398
399
400

Vote	3 - 0
FOR:	3 - Cotter, Molchan, Krebeck
AGAINST:	0
ABSTAIN:	0
ABSENT:	0

- 401
402
403
404
405
406
407
408
409
- e. **File No.:** SE - 739 / SE 22 - 12
 - Applicant:** Stanley Dean
 - Location:** 46 Wayman Avenue, Easton, MD 21601
Tax Map 0034, Grid 0009, Parcel 0169
 - Zoning:** MXW
 - Request:** **The Special Exception request for Short-term Housing within the MWX - Mixed Use Waterfront zoning district has been withdrawn from the December 17, 2024 Board of Zoning Appeals agenda.**

410
411 **4. Discussion Item — None**

412
413
414 **5. Adjournment —** Chairman Cotter motioned to adjourn. Vice Chairman Molchan
415 seconded. The meeting was adjourned at 11:04 a.m.



TOWN OF EASTON
Planning & Zoning Department
14 South Harrison Street
P.O. Box 520
Easton, Maryland 21601

EXHIBIT SUMMARY
for 8171 ELLIOT ROAD
SE - 1364 / SE 25 - 01
2025-01-21

Applicant notified of hearing date: Email: 2025-01-06 – 15 days

Exhibit A: Staff Report: 2025-01-14 – 7 days

Exhibit B: Application

Application: 2024-12-17 – 35 days
Special Exception Application
Special Exception Supplemental Narrative
Statement of Proposed Operations
Site Plan
Site Information
November 1, 2024 Conditional License Letter
January 2025 Traffic Impact & Parking Analysis
Deed and Declaration of Covenants
Parking Agreement

Proof of Payment: 2024-12-18 – 36 days

Exhibit C: Notices

Applicant Hearing Letter: 2024-12-30 – 22 days

400' Notices Distributed: 2024-12-30 – 22 days

Picture of Property Sign Posting: 2025-01-06 – 15 days

Exhibit D: Public Advertisement

Advertisement sent to the Star Democrat: 2024-12-26 – 26 days

Advertisement run in Star Democrat: 2025-01-04 – 17 days

Star Democrat Proof

Certificate of Publication

3a

**BOARD OF ZONING APPEALS
PUBLIC HEARING
STAFF REPORT**

SUBJECT: SPECIAL EXCEPTION 1364

ELECTION WARD: Ward 2

CRITICAL ACTION DATE: At the pleasure of the Board.

STAFF CONTACTS: Nicholas Johnson, AICP - Town Planner - Current
Lynn Thomas, AICP – Town Planner – Long Range
Miguel Salinas – Director of Planning and Zoning

APPLICANT: Anthony Kupersmith Esq. on behalf of Driller Ventures, LLC

PURPOSE: The applicant is seeking a special exception to permit a cannabis dispensary on a property located in the Commercial General (CG) Zoning District.

RECOMMENDATION:
Staff supports a Board **approval with conditions** of this application.

APPLICATION INFORMATION:	
APPLICANT: Driller Ventures, LLC	REPRESENTATIVE: Antony P. Kupersmith, Esq. McAllister, Detar, Showalter, and Walker 100 N West Street Easton MD, 21601
PARCELS/ACREAGE:	
Parcel Information	Acreage
Map 109, Parcel 4582	0.82
ACCEPTANCE DATE: December 18, 2024	LOCATION: 8171 Elliott Road

EXISTING ZONING CG	EXISTING LAND USE: Commercial
HISTORIC DISTRICT: No	FUTURE LAND USE: Commercial

CONTEXT:

Location/Site Access – The subject property is bounded to the west by Elliott Road and to the north by an access road for the shopping center known as the Shoppes at Easton. Vehicular access is provided through 8155 Elliott Road (Walmart). Public sidewalk exists along the Elliott Road frontage of this property but does not directly connect to the site.

Existing Conditions – The subject property is best described as a vacant 3,192 square foot commercial structure that was previously used as a bank. A canopy protrudes from the western façade of the building that once served as the bank drive-through. The site contains twenty-two (22) vehicular parking spaces. Of these twenty-two spaces, one space is ADA accessible. Along the western edge of the property, there are two stormwater management features and a landscape buffer.

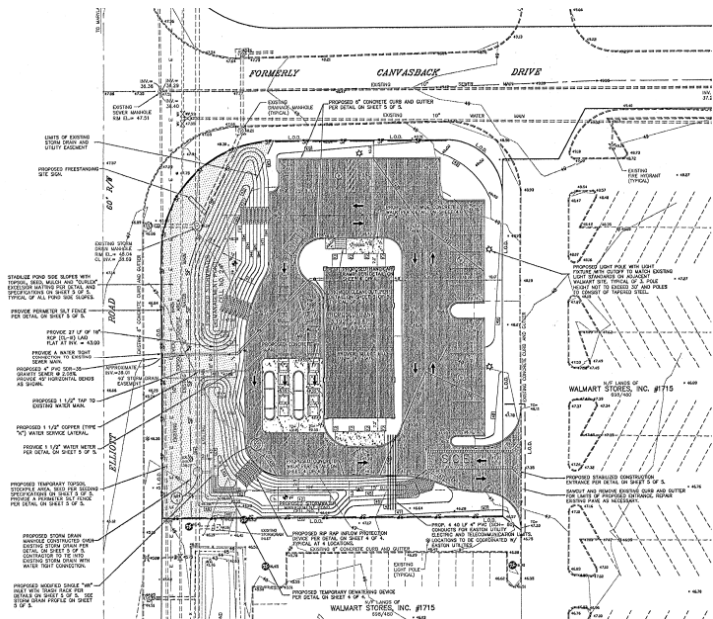


Figure 1: Chevy Chase Bank Site Plan - 2001

Surrounding Properties –

	Land Use	Zoning District(s)	Future Planned Land Use
South	Commercial	CG	Commercial
East	Commercial	CG	Commercial
North	Commercial	CG, PUD	Commercial

West	Commercial	CG	Commercial
------	------------	----	------------



Figure 2: Vicinity Map

PROPOSAL: The applicant is proposing to operate a cannabis dispensary on a property within the CG Zoning District. The applicant has obtained a conditional license from the Maryland Cannabis Administration to operate a standard dispensary within Talbot County. The dispensary will be open to the public Monday through Sunday from 9:00 am to 8:00 pm and will employ an estimated 24 individuals at opening. Odor control technology will be installed as required by the Town of Easton Zoning Ordinance.

BACKGROUND:

Town Ordinance 809¹ passed by the Town Council in April of 2024, amended the Zoning Ordinance to permit cannabis dispensaries by special exception within the Central Business (CB) and Commercial General (CG) Zoning District subject to supplemental standards. These supplemental standards are as follows (§28-1007.2.A.18):

- a. A cannabis dispensary shall be licensed and operate in accordance with State of Maryland regulations for such use pursuant to COMAR 10.62.01 to 10.62.35.*

¹ In addition to regulating cannabis dispensaries, Ordinance 809 also introduced requirements for other cannabis related uses including cannabis growing and processing facilities. The Ordinance also prohibits cannabis establishments with on-site consumption.

- b. *No medical cannabis dispensary shall be permitted within five hundred feet (500') (measured from the closest portion of the affected properties) of any of the following uses: Pre-existing Schools, Colleges & Universities, Pre-existing Houses of Worship, Pre-existing Family Day Care, Day Care Group, Day Care Small Group, Pre-existing Public Park, playground, recreation center or library, one-half mile of another cannabis dispensary, or one hundred feet (100') of any property zoned for residential use.*
- c. *Owners/operators of a cannabis dispensary shall provide the Town with an up-to-date local contact person (based in Talbot County) who shall be available and authorized to respond to complaints concerning any operational issues associated with the dispensary.*
- d. *All cannabis dispensaries shall install odor control technology, as necessary, in order to control ventilation at the establishment in such a manner that no odor from cannabis products can be detected outside the building on the same property or on adjacent properties or public rights-of-way, or within any other unit located within the same building as the cannabis dispensary, if the use occupies only a portion of the building. The Operator shall properly maintain all odor mitigation equipment to ensure maximum efficiency. Applicant shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that proposed odor control measures will effectively eliminate outdoor odors for all odor sources.*
- e. *A cannabis dispensary may not be open to the public prior to 9:00 a.m. or after 9:00 p.m. Operations not involving the public, such as stocking of shelves, completion of booking, etc., may occur outside this window.*
- f. *The parking requirement for cannabis dispensaries shall be determined by a detailed traffic impact analysis provided by a petitioner for said use that is based on the following information provided by the dispensary:*
 - * Sales data - data which includes a sales transaction timestamp (hour, minute, day of week) at a comparable location for that brand.*
 - * Hours of operation - intended hours of operation for the development.*
 - * Number of employees - intended employees, staffing levels, and scheduling information. It should be emphasized that this information will likely be collected from another location or franchise owned by the petitioner.*

In no case shall a cannabis dispensary provide parking at a ratio of less than 2 spaces for every three employees on the maximum shift plus 7 spaces for every 1,000 SF unless a parking deviation is requested by the Applicant and approved by the Planning Commission pursuant to the provisions of Section 28-1001.3C of the Zoning Code

POLICY ANALYSIS (SPECIAL EXCEPTION):

a. The proposed use conforms in all aspects to minimum requirements of the district in which it is located.

Analysis – Cannabis dispensaries are regulated through supplemental standards found in §28-1007.2.A.18 of the Town Code (*See Background Section*). Of these supplemental standards, the applicant’s proposal meets all of these requirements. The minimum required number of vehicular parking spaces is based on the building’s square footage and the number of employees. The minimum parking requirement for this property is as follows:

7 spaces per 1,000 square feet of building area –	22 parking spaces
<u>2 spaces per 3 employees on a maximum shift -</u>	<u>10 parking spaces</u>
Minimum parking spaces required -	32 parking spaces

While the subject property only contains only 22 parking spaces, §28-1001.4 allows for off-site parking to count towards the required number of spaces in cases where there is a recorded covenant or agreement in place. The applicant has provided a copy of a reciprocal easement between this property and the Walmart property which permits the other party as well as agents, customers, invitees, licensees, tenants, and employees to access both properties for the parking of motor vehicles among other things.

In regards to the separation requirement from any other cannabis dispensary, the Board recently granted a special exception for a cannabis dispensary at 8223 Elliott Road. These properties are well within 0.5 miles of one another and would violate the separation requirement if both were operated as cannabis dispensaries. At the time of this request, no cannabis dispensary exists at this site. Thus, the Board could grant the requested special exception without violating the separation requirement.

b. The proposed use is not adversely affecting the health, safety, and general welfare of residents of the area.

Analysis – The surrounding area is commercial in nature with the nearest residential property being located approximately 1,000 feet from the structure. The proposed use is consistent with the commercial nature of this property as well as the surrounding properties.

c. The proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exceptions;

Analysis – The proposed use should not generate any additional demand for public facilities. This structure has previously been used for commercial purposes that place a compatible demand on public facilities.

d. The proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;

Analysis – A traffic impact analysis was performed by Lenhart Traffic Consulting Inc. that finds “the traffic associated with the dispensary is substantially the same as what was generated based on the prior bank use.” This analysis also used the ITE Parking Generation Manual to evaluate the adequacy of parking on site based on the estimated peak demand. This analysis estimates a peak parking demand of 18 spaces which could be accommodated on site even without an off-site parking agreement.

e. The proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;

Analysis – Odor is the major concern typically associated with cannabis related uses, though more common with processing and/or grow facilities than a dispensary. The Town’s standards for cannabis dispensaries require that the applicant install odor control technologies to mitigate this potential adverse effect. Staff supports a condition requiring the applicant to provide certification from a qualified professional that proposed odor control technologies will effectively mitigate any odors associated with this use. The proposed use is commercial in nature and is not proposing any additional development that would affect drainage or access.

f. The proposed use will not adversely affect the established character of the area.

Analysis – The surrounding area is overwhelmingly commercial in nature which is consistent with the proposed use.

g. The proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary and uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.

Analysis - The Comprehensive Plan’s future land use map identifies this property as appropriate for commercial uses which is consistent with what is proposed.

RECOMMENDED CONDITIONS:

1. Prior to the issuance of an occupancy permit, the applicant shall provide the Town with an up-to-date local contact person (based in Talbot County) who shall be available and authorized to respond to complaints concerning any operational issues associated with the dispensary.
2. Prior to the issuance of an occupancy permit, the applicant shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that proposed odor control measures will effectively eliminate outdoor odors for all odor sources.

3. The cannabis dispensary shall not be open to the public prior to 9:00 a.m. or after 9:00 p.m. Operations not involving the public, such as stocking of shelves, completion of booking, etc., may occur outside this window.
4. Any subsequent change in ownership, tenancy, or operation will require a new application and approval for the continuation of the special exception use.
5. The applicant shall obtain a certificate of occupancy within two (2) years after the date the special exception is granted. Failure to obtain a certificate of occupancy by January 21, 2027 shall void this approval.

DRAFT MOTIONS:

1. I move that the Board of Zoning Appeals **approve with staff's recommended conditions** Special Exception 1364 based on the following findings...

OR

2. I move that the Board of Zoning Appeals **deny** Special Exception 1364 based on the following findings...

OR

3. I move an alternate motion.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: January 21, 2025
TO: Mike Lenhart - Lenhart Traffic Consulting, Inc.
cc: Sierra Clem - Town of Easton
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Easton Dispensary
Traffic Impact Analysis Review

I reviewed the Application for the Subject project received on January 13, 2025.

The **Traffic Impact Analysis** addresses the **Parking Requirement** and determines parking is adequately addressed.

The **Traffic Impact Analysis** is **Acceptable to the Engineering Department**.

Please contact me if you have any questions. Thank you.

END OF DOCUMENT



TOWN OF EASTON
 PLANNING AND ZONING
 14 SOUTH HARRISON STREET, EASTON, MD 21601

RECEIVED
 DEC 18 2024
 TOWN OF EASTON

BOARD OF ZONING APPEALS APPLICATION

APPLICATION TYPE

VARIANCE APPEAL SPECIAL EXCEPTION

PROPERTY INFORMATION

ADDRESS	8171 Elliott Road, Easton, MD 21601						
TAX MAP	109	GRID	00EA	PARCEL	004582	LOT	3-R
DEED REFERENCE	LIBER	0862	FOLIO	00439			
PLAT REFERENCE	LIBER	MAS 2	FOLIO	3C			
EXISTING USE	Vacant / Former Bank						
ZONING DISTRICT	Commercial General (CG)						

HISTORIC DISTRICT Y N Planned Redevelopment District Y N

OWNER

NAME	Bristol Elliott LLC		
MAILING ADDRESS	P.O. Box 3266, Easton, MD 21601		
TELEPHONE NO.	410-924-2766	EMAIL	captkoch@gmail.com

APPLICANT OR AGENT

NAME	Driller Ventures, LLC c/o Anthony P. Kupersmith, Attorney for Applicant		
MAILING ADDRESS	100 N. West St., Easton, Maryland		
TELEPHONE NO.	410-934-3910	EMAIL	akupersmith@mdswlaw.com

Surveyor / Engineer

NAME	N/A		
License Number and Expiration			
MAILING ADDRESS			
TELEPHONE NO.		EMAIL	

REQUEST DETAILS

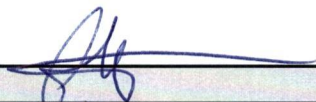
SUBJECT TO PREVIOUS BOZA APPLICATION Y N

ZONING ORDINANCE SECTION 28-201 Table 2.1 and 28-1007.2A.

INCLUDE ALL REQUIRED ITEMS FROM THE APPLICABLE CHECKLIST

A NY MODIFICATIONS DURING REVIEW SHALL WARRANT AN UPDATED APPLICATION.

I DO HEREBY SOLEMNLY DECLARE AND AFFIRM THAT THE INFORMATION PROVIDED BY THIS APPLICATION AND THE DOCUMENTS ATTACHED HERETO ACCURATELY REPRESENT THE CONDITIONS OF THE REQUEST AND THAT SUBMISSION OF AN INCOMPLETE APPLICATION WILL BE RETURNED FOR CORRECTION PRIOR TO PROCESSING.

SIGNATURE OF APPLICANT OR AGENT	
Date	12/17/24
PRINTED NAME OF APPLICANT OR AGENT	Anthony P. Kupersmith, Agent

For Office Use Only

Project Number	SE 25 - 01	Fee Received	\$700.00
Application Number	2024 - 1364	Application Notification	01/06/2024
Filing Date	12/17/2024	Property Posting Date	01/06/2024
BOZA Hearing Date	01/21/2025	Notice(s) Published	01/04/2024
If ESDR, Date	-		

Revised 11-2023



Board of Zoning Appeals Checklist Special Exception Application

Application review shall not commence unless a complete application is submitted. A complete application includes all **minimum** submission materials and documents on this Checklist of Minimum Submission Requirements.

	Provided	N/A
Required fee payment as determined by the fee schedule adopted by the Town Council	x	
Completed application along with a written, detailed explanation for the purpose of the request	x	
Site plan drawn to scale to include at a minimum the items listed below.	x	
<ul style="list-style-type: none"> • Property boundaries and dimensions 		
<ul style="list-style-type: none"> • Locations and dimensions of all existing and proposed structures and their locations measured from the nearest property lines 		
<ul style="list-style-type: none"> • Setbacks from property lines 		
<ul style="list-style-type: none"> • Adjoining roads 		
<ul style="list-style-type: none"> • Established easements 		
<ul style="list-style-type: none"> • Perennial and intermittent streams 		
<ul style="list-style-type: none"> • Tidal and non-tidal wetlands 		
Architectural drawings, photographs, elevations, specifications, or other detailed information depicting the exterior appearance of existing and proposed construction, including parking, access, exterior lighting, and signs	x	
A statement explaining in detail how the use is to be operated, including hours of operation, number of anticipated employees, occupants and clientele, traffic impact, and any special equipment, conditions, or limitations that the applicant proposes	x	

If the applicant is not the owner of the subject property, documentation of legal interest in the property or authorization to file application from or on behalf of the owner	x	
A copy of the deed conveying present ownership of the property	x	
A copy of any covenants or restrictions on the property recorded among the Land Records of Talbot County	x	
Additional documents, records, and exhibits that the applicant intends to introduce or rely upon at the public hearing	x	
Written responses to all the Board's required consideration of the principles relevant to the request (see attached)	x	

Special Exception Findings of Fact

- a. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
- b. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
- c. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exceptions;
- d. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
- e. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;
- f. the proposed use will not adversely affect the established character of the area.
- g. the proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complimentary and uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance



Board of Zoning Appeals Checklist Variance Application

Application review shall not commence unless a complete application is submitted. A complete application includes all **minimum** submission materials and documents on this Checklist of Minimum Submission Requirements.

	Provided	N/A
Required fee payment as determined by the fee schedule adopted by the Town Council		
Completed application along with a written, detailed explanation for the purpose of the request		
Survey plat, site plan, or other accurate drawings, drawn to scale, to include at a minimum the items listed below.		
<ul style="list-style-type: none"> • Property boundaries and dimensions 		
<ul style="list-style-type: none"> • Locations and dimensions of all existing and proposed structures and their locations measured from the nearest property lines 		
<ul style="list-style-type: none"> • Setbacks from property lines 		
<ul style="list-style-type: none"> • Adjoining roads 		
<ul style="list-style-type: none"> • Accurate illustration of the requested variance 		
<ul style="list-style-type: none"> • Scale Bar 		
<ul style="list-style-type: none"> • Established easements 		
<ul style="list-style-type: none"> • Perennial and intermittent streams 		
<ul style="list-style-type: none"> • Tidal and non-tidal wetlands 		
<ul style="list-style-type: none"> • Critical Area and 100-foot shoreline buffer boundary 		
Architectural drawings, photographs, elevations, specifications, or other detailed information depicting the exterior appearance of existing and proposed construction, including parking, access, exterior lighting, and signs		

If the applicant is not the owner of the subject property, documentation of legal interest in the property or authorization to file application from or on behalf of the owner		
A copy of the deed conveying present ownership of the property		
A copy of any covenants or restrictions on the property recorded among the Land Records of Talbot County		
Additional documents, records, and exhibits that the applicant intends to introduce or rely upon at the public hearing		
Written responses to all the Board's required consideration of the principles relevant to the request (see attached)		

Variance Findings of Fact

1. Would the granting of the Variance you have requested impede or in any way be detrimental to satisfying any of the following objectives of the Zoning Ordinance:
 - help accomplish the coordinated, adjusted, and harmonious development of the Town and its environs in accordance with present and future needs;
 - promote health, safety, morals, order, convenience, prosperity, and general welfare; including among other things, adequate provisions for traffic, the promotion of public safety, adequate provision for light and air, conservation of natural resources, the prevention of environmental pollution, and the promotion of the healthful and convenient distribution of population;
 - encourage and, where necessary, require land use development and uses which exemplify good civic design and arrangement and the stewardship of the Chesapeake Bay and the land as a universal ethic;
 - encourage the conservation of resources, including a reduction in resource consumption;
 - locate development in locations suitable for it given existing and reasonably foreseeable development; and
 - encourage appropriate and sustainable economic growth.

2. Describe how the proposed variance will be in harmony with the Town's Zoning Ordinance, Comprehensive Plan, and any applicable small area plans.

3. Describe how the proposed variance will not be harmful to the neighborhood or endanger public safety, health, or welfare.
4. What conditions are peculiar to the property? (ie, an unusual or extraordinary circumstance regarding your property that warrants a variance being granted.)
5. Did you (the applicant) take any action that resulted in the need for a variance to be granted?
6. Please describe how a literal enforcement of the Ordinance you are requesting a variance from as written would place a practical hardship or difficulty upon you.

TOWN OF EASTON BOARD OF ZONING APPEALS

SUPPLEMENTAL NARRATIVE FOR SPECIAL EXCEPTION APPLICATION CANNABIS DISPENSARY

APPLICANT: Driller Ventures, LLC

REQUEST: Special Exception to permit a Cannabis Dispensary

INTRODUCTION

Driller Ventures, LLC (“**Applicant**”) hereby submits this application requesting approval of a Special Exception to permit a Cannabis Dispensary (the “**Project**”) at 8171 Elliott Road, Easton, Maryland (the “**Project Site**”). The Project Site is located within an existing commercial shopping center bounded by Elliott Road, Teal Drive, and Dover Road, to the east of U.S. Route 50. The Project Site is on an existing subdivided 0.826-acre lot and is improved with a 3,182 s.f. retail commercial structure, previously used as a bank. The Project has obtained a Conditional License from the Maryland Cannabis Administration and is seeking a Special Exception from the Town of Easton, as further discussed below.

Special Exception Criteria

The proposed use, as demonstrated by this Application, satisfies the requirements of § 28-1303.5B.(6) of the Code, which sets forth the general criteria that must be satisfied before the Board of Zoning Appeals (“**Board**”) may approve a Special Exception. This Application complies with the requisite criteria for the reasons described below, which will be more particularly addressed during the Board’s hearing.

- 1. The proposed use conforms in all aspects to minimum requirements of the district in which it is located.*

The Project conforms in all aspects to minimum requirements of the General Commercial (CG) zoning district. The existing structure was lawfully established and meets the CG district’s standards with respect to setbacks, height, and lot coverage requirements.

- 2. The proposed use is not adversely affecting the health, safety, and general welfare of residents of the area.*

The Project will not adversely affect the health, safety, or general welfare of the residents of the area. The Project site is located within an established commercial shopping center. The Applicant will comply with all supplemental standards applicable to cannabis dispensaries in the Town. The nearest residential property is approximately 1,107 feet away from the Project site.

- 3. The proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exceptions.***

The Project will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception. The Project site is improved with an existing commercial structure that previously used as a bank. The existing structure is already served by public utilities, including water, sewer, electricity, and telecommunications. The Project will not use materially different utilities compared to the previous bank use.

- 4. The proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided.***

The Project will not create congestion in the streets or undue traffic hazards. Furthermore, adequate ingress and egress are provided. The Project site is improved with an existing, lawfully established commercial structure, which was designed to accommodate retail customers. Like the previous use, the proposed use will service retail customers and will not have a material impact on existing traffic patterns within the commercial shopping center.

- 5. The proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access.***

The Project will not adversely affect the area and surrounding property in terms of smoke, odor, noise, improper drainage, inadequate access, or the like. The Project will install industry standard technology to mitigate potential odor impacts associated with cannabis dispensary uses. With respect to other impacts, the Project will be similar to other typical retail uses within commercial shopping centers.

- 6. The proposed use will not adversely affect the established character of the area.***

The Project will not adversely affect the established character of the area, which is a commercial shopping center.

- 7. The proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to the design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complimentary and uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.***

The Project will be consistent with the Town's Comprehensive Plan, which identifies the area for commercial use.

Supplemental Cannabis Dispensary Criteria

The proposed use, as demonstrated by this Application, satisfies the supplemental requirements in § 28-1007.2A of the Code applicable to cannabis dispensaries. This Application complies with the requisite criteria for the reasons described below, which will be more particularly addressed during the Board's hearing.

- 1. A cannabis dispensary shall be licensed and operate in accordance with State of Maryland regulations for such use pursuant to COMAR 10.62.01 to 10.62.35.***

The Applicant obtained a Conditional License from the Maryland Cannabis Commission, a copy of which is attached hereto as Exhibit A. The Project will be fully licensed and operate in accordance with applicable State law.

- 2. No cannabis dispensary shall be permitted within five hundred (500') feet (measured from the closest portion of the affected properties) of any of the following uses: Pre-existing Schools, Colleges & Universities, Pre-existing Houses of Worship, Pre-existing Family Day Care, Day Care Group, Day Care Small Group, Pre-existing Public Park, playground, recreation center or library, one-half mile of another cannabis dispensary, or one hundred feet (100') of any property zoned residential use.***

The Project site is an existing subdivided lot within the shopping center. Attached hereto as Exhibit B is a plat entitled "Resubdivision Plat of Carlton Business Park to Merger Lots 2 Thru 11 and Lots 41 Thru 53 Now Known as the Shoppes at Easton", prepared by Landform Technical Services, Inc., dated November 15, 1990, and recorded among the Plat Records of Talbot County at Plat Cabinet M.A.S. 2, folio 3C, which plat depicts the Project site as Lot "3-R" consisting of 0.826 acres, more or less. There are no pre-existing schools, churches, day cares, parks, playgrounds, rec centers, or libraries within 500' of the Project site (as measured from the parcel boundaries). There is no *existing* cannabis dispensary within one-half mile.¹

- 3. Owners/operators of a cannabis dispensary shall provide the Town with an up-to-date local contact person (based in Talbot County) who shall be available and authorized to respond to complaints concerning any operational issues associated with the dispensary.***

The Applicant will provide the Town with a local contact person to fulfill these duties prior to commencing operations at the site.

¹ On December 17, 2024, the Board of Zoning Appeals verbally approved Special Exception 1346 for a cannabis dispensary at 8223 Elliott Road, Easton, Maryland, subject to numerous conditions, including the requirement to subdivide land in order to comply with the 500' setback from a nearby church (Emmanuel Deliverance Center located at 29512 Canvasback Dr., Easton, Maryland). However, no cannabis dispensary will exist at the site unless and until the subdivision is completed, all other conditions of approval are met, and the Maryland Cannabis Administration issues a final license. Therefore, the one-half mile restriction does not apply at present, and unlike the 8223 Elliott Road site, the Project site is already subdivided.

4. *All cannabis dispensaries shall install odor control technology, as necessary, in order to control ventilation at the establishment in such a manner that no odor from cannabis products can be detected outside the building on the same property or on adjacent properties or public rights-of-way, or within any other unit located within the same building as the cannabis dispensary, if the use occupied only a portion of the building. The Operator shall properly maintain all odor mitigation equipment to ensure maximum efficiency. Applicant shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that proposed odor control measures that will effectively eliminate outdoor odors from all odor sources.*

The Applicant will provide industry standard odor control measures for the Project site that meet or exceed the requirements above.

5. *A cannabis dispensary may not be open to the public prior to 9:00 a.m. or after 9:00 p.m. Operations not involving the public, such as stocking of shelves, completion of bookkeeping, etc., may occur outside this window.*

The Applicant will comply with the hours of operations as further explained in the Applicant's operations statement, which is attached hereto as Exhibit C.

6. *The parking requirement for cannabis dispensaries shall be determined by a detailed traffic impact analysis provided by a petitioner for said use that is based upon the following information provided by the dispensary: sales data (data which includes a sales transaction timestamp – hour, minute, day of week - at a comparable location for that brand), hours of operation (intended hours of operation for the development), number of employees (intended employees, staff levels, and scheduling information. It should be emphasized that this information will likely be collected from another location or franchise owned by the petitioner). In no case shall a cannabis dispensary provide parking at a ratio of less than 2 spaces for every three employees on the maximum shift plus 7 spaces for every 1,000 s.f. unless a Parking deviation is requested by the Applicant and approved by the Planning Commission pursuant to the provisions of Section 28-1001.3C of the Zoning Code.*

The Applicant has commissioned a detailed traffic impact analysis and will supplement this application when the study has been completed.² The Project site contains existing parking spaces that served the prior commercial retail use. The Project will meet or exceed the minimum parking standards set forth above.

* * *

² The traffic study commissioned by Applicant will likely yield results similar to the study commissioned by the applicant in Special Exception 1346, which the Board of Zoning Appeals approved verbally on December 17, 2024.

Driller Ventures, LLC

Statement of Proposed Operations

Special Exception for Cannabis Dispensary

8171 Elliott Road, Easton, Maryland

Products and Services

- Pre-packaged cannabis flower, vape oils, concentrates, drinks, and edibles for adult and medical consumers
- Complete selection of smoking accessories including glass bongs, electronic dab rigs, rolling papers, pipes, and grinders

Hours of Operation

- 9:00 AM to 8:00 PM daily

Staffing Plan Total Staff: 15+ employees (scaling with business growth) Management Team:

- General Manager
- Assistant Manager
- Inventory Manager
- Two (2) Managers-on-Duty

Support Staff (11 positions):

- Inventory Technicians
- Receptionists
- Sales Agents

Security and Storage Equipment

- 24/7 monitored alarm system covering all perimeter entry points, windows, and portals
- Access-controlled doors at all points of ingress and egress
- Comprehensive camera system operating 24/7/365 with 90-day storage capacity for all interior and exterior zones
- 2,000 lb cash safe located in limited access area
- Reinforced product vault with controlled access in limited access area

BRISTOL ELLIOTT, LLC

P.O. Box 3266

Easton, Maryland 21601

December 17, 2024

Easton Board of Zoning Appeals
Town of Easton
14 South Harrison Street
P. O. Box 520
Easton, MD 21601

RE: Easton Board of Zoning Appeals Special Exception Application for 8171 Elliott Road,
Easton, MD 21601

Ladies and Gentlemen:

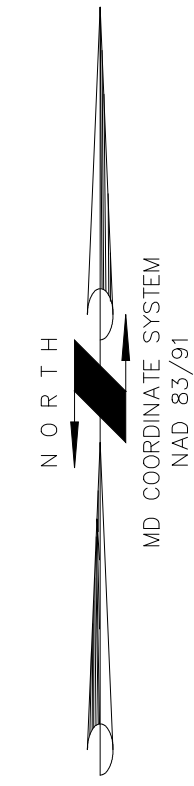
Bristol Elliott, LLC is the property owner of 8171 Elliott Road in Easton, MD, (the "Property"), in which the Applicant, Driller Ventures, LLC, seeks Special Exception to authorize the operation of a Cannabis Dispensary. Bristol Elliott, LLC is in support of this Special Exception application and is currently working with Driller Ventures, LLC and/or Assigns, on formalizing a Commercial Lease of the above referenced property.

Regards,

Bristol Elliott, LLC


Name: CHRISTOPHER KOCH

Title: Managing Member



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	80.00	94.25	84.85	N 56°16'56" E	90°00'10"
C2	30.00	47.13	42.43	S 33°43'18" E	90°00'47"

PARCEL 4582, TRACT 2
N / F
8223 ELLIOTT ROAD, LLC
3007 / 291
PLAT 2 / 3C

PARCEL 2847, LOT 2
N / F
EASTON BUSINESS CENTER, LLC
2679 / 189
PLAT 46-38

PARCEL 2847, LOT 3
N / F
EASTON BUSINESS CENTER, LLC
2679 / 189
PLAT 46-38

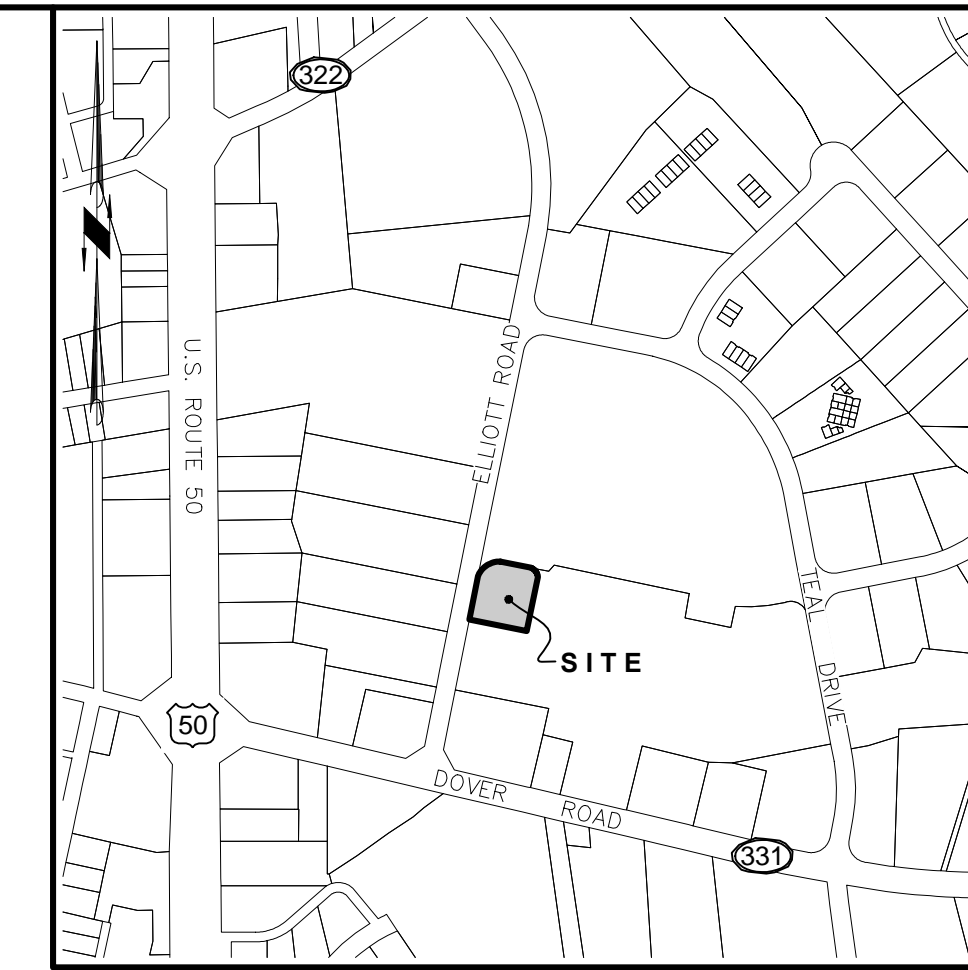
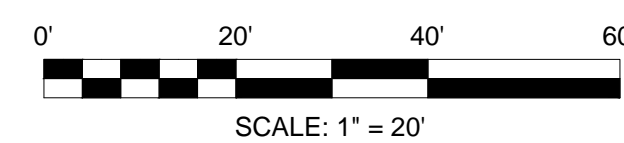
PARCEL 2849, LOT 4
N / F
FRIEL STORAGE, LLC
3052 / 169
PLAT 87 / 59

PARCEL 4582, TRACT 1
N / F
WAL-MART REAL ESTATE BUSINESS TRUST
1817 / 394
PLAT 2 / 3C

TAX PARCEL 4582, TRACT 3-R
AREA = 35,980 SQ. FT. ±

EXISTING ONE STORY 3,000 SQ.FT. MASONRY BUILDING W/ 356 SQ.FT. DRIVE UP CANOPY & 2-195 SQ.FT. PORCHES

ELLIOTT ROAD
(60' WIDE RIGHT OF WAY SHOWN HEREON)



VICINITY MAP
SCALE: 1" = 600'

LEGEND:

- = PAVED SURFACE
- = CONCRETE SURFACES
- = WOOD SURFACE (DECK, RAMPS, ETC.)
- = BUILDING RESTRICTION LINE
- = ELECTRIC TRANSFORMER
- = TELEPHONE PEDESTAL
- = COMMUNICATIONS JUNCTION BOX
- = WATER METER
- = SEWER CLEANOUT
- = MAPPED UNDERGROUND CABLE COMMUNICATION LINES
- = MAPPED UNDERGROUND ELECTRIC LINES
- = MAPPED WATER LINES
- = MAPPED SEWER LINES
- = MAPPED NATURAL GAS LINES

NOTES:

- SITE INFORMATION:
OWNERS:
BRISTOL ELLIOTT, LLC
P.O. BOX 3266
EASTON, MD. 21601
PHONE: 443-944-3686

SITE ADDRESS: 8171 ELLIOTT ROAD
EASTON, MD 21601

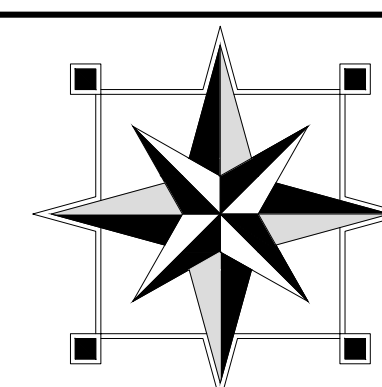
TAX MAP 109, GRID EA, PARCEL 4582, TRACT 3-R
TAX ACCOUNT No.: 01-077953
 - DEED REFERENCE: 862 / 439
PLAT REFERENCE: 2 / 3C
 - ZONING: CG - COMMERCIAL GENERAL
 - BUILDING SETBACKS: FRONT 25'
SIDE 10'
REAR 15'
- LOT COVERAGE BY ALL BUILDINGS & STRUCTURES SHALL NOT EXCEED 50% OF LOT AREA.
SUBJECT PROPERTY IS NOT WITHIN THE PLANNED REDEVELOPMENT OVERLAY
SUBJECT PROPERTY IS NOT WITHIN THE HISTORIC DISTRICT
- THE ENTIRE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE COASTAL FLOOD PLAIN ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 24041C0193C FOR TALBOT COUNTY, MARYLAND DATED AUGUST 5, 2013.
 - THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
 - THE PROPERTY LINES SHOWN HEREON ARE PER PLAT 2 / 3C.
 - THE EASEMENTS SHOWN HEREON ARE PER PLAT 2 / 3C.

APPROVED:	
TOWN OF EASTON - TOWN PLANNER	DATE
APPROVED:	
TOWN OF EASTON - TOWN ENGINEER	DATE
APPROVED:	
EASTON UTILITIES - ENGINEER	DATE

UNDERGROUND UTILITY WARNING:

NO INVESTIGATION AS TO THE EXISTENCE OF ANY UNDERGROUND UTILITIES WAS CONDUCTED IN THE PREPARATION OF THIS PLAT. IT IS THE RESPONSIBILITY OF THE OWNER, SUCCESSORS, OR ASSIGNS, AND/OR ANY CONTRACTOR TO COMPLY WITH THE UNDERGROUND FACILITIES DAMAGE PREVENTION LAW AND THE REQUISITE PERMITS ARISING THEREFROM.

PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH COMAR 09.13.06.10 & 09.13.06.12



FINK, WHITTEN & ASSOCIATES, LLC.

LAND SURVEYING LAND PLANNING
ENVIRONMENTAL CONSULTING
PERMITTING

EASTON
410-822-8484
113 E. Dover St., Unit C
Easton, Maryland 21601

CAMBRIDGE
410-228-8885
294 Maryland Avenue
Cambridge, Maryland 21613

www.FINKWHITTEN.com

DATE	REVISION

SITE PLAN FOR SPECIAL EXCEPTION
ON THE LAND OF
BRISTOL ELLIOTT, LLC.
PREPARED FOR
DRILLER VENTURES LLC
TAX MAP 109, GRID EA, PARCEL 4582, LOT 3-R
IN THE TOWN OF EASTON
TALBOT COUNTY, MARYLAND

DRAWN B.C.W.	CHECKED S.W.W.
DATE 01 / 03 / 2025	SCALE AS SHOWN
JOB NO. T-109-EA-4582-3R	

Driller Ventures, LLC

Special Exception for Cannabis Dispensary

8171 Elliott Road, Easton, Maryland

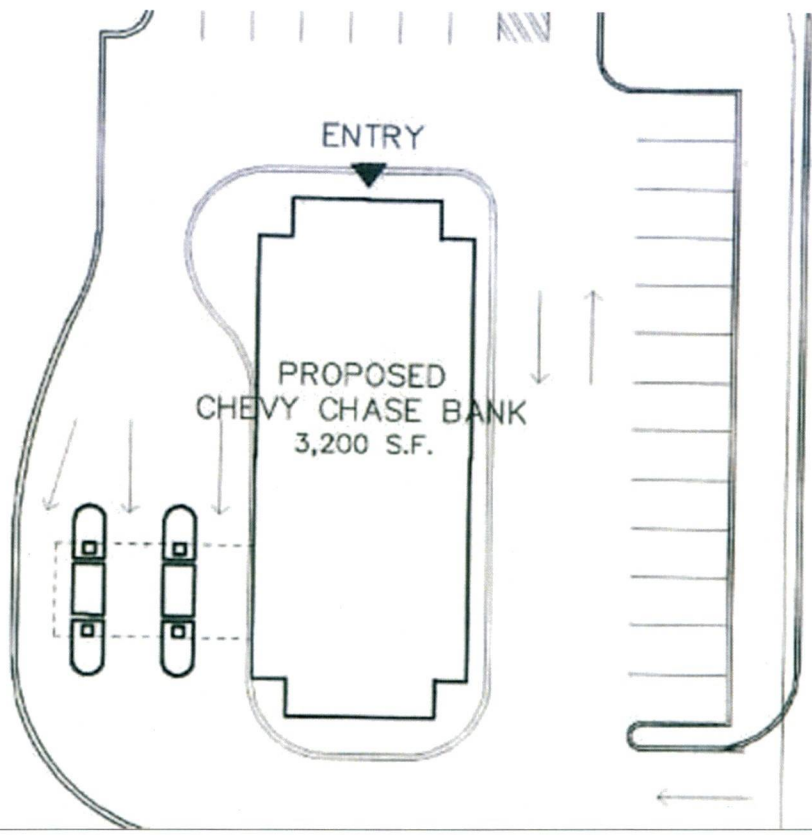
Site Information



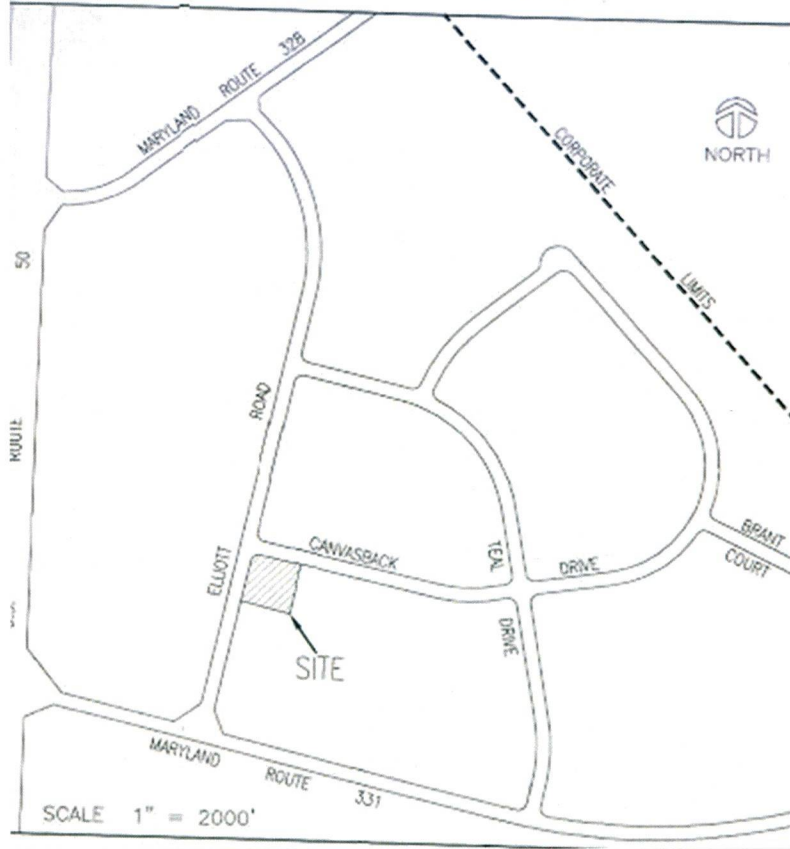




ELLIOTT ROAD



VICINITY MAP





Wes Moore, Governor - Aruna Miller, Lt. Governor - William Tilburg, Director

11/1/2024

Mae A Hauschel
Driller Ventures, LLC
contact@drillerventures.com

Dear Mae A Hauschel

Congratulations! This letter is to inform you that Driller Ventures, LLC has been awarded a Conditional License to operate a Standard Dispensary - Talbot by the Maryland Cannabis Administration!

Next Steps

The next step in the licensing process is to complete and submit a Supplemental Application. A Conditional Licensee **must** complete the [Supplemental Application](#) and provide any requested supporting documentation in order to be considered for final licensure. The Supplemental Application must be submitted to the Maryland Cannabis Administration (MCA) within six months of the award of a Conditional License, or 5/4/2025. Additionally, under statute conditional licensees must be operational within 18 months from the award of a Conditional License, or 5/4/2026. Failure to submit the Supplemental Application within 6 months of award, or become operational within 18 months of award, may result in recession of the conditional license.

During the Conditional License period you must also secure a location for the business and complete any necessary build-out of the premises in coordination with your assigned MCA investigator, Kathleen George at kathleen.george@maryland.gov.

The location of a licensed cannabis business is limited to the region or jurisdiction in which the business applied and was awarded. A Conditional Licensee must notify the MCA, through their assigned investigator, once legal control of a location has been established. This means upon signing a Letter of Intent or lease, whichever occurs first, a conditional licensee must notify the MCA and provide a copy of the letter or lease. The licensee must also demonstrate planning and zoning approval by the relevant county or municipal zoning authority prior to MCA issuing a final license. The MCA has developed [this tool to assist with conditionally licensed standard dispensaries](#) in exploring which areas may comply with the current statutory restrictions on licensed locations. This tool should only be used for educational purposes, and does not constitute local approval, as the local planning and zoning authorities may reduce, or in certain instances increase these limitations.

A Conditional Licensee may bring on additional equity investors, provided that any transfers comply with the [guidance issued by MCA](#) on April 17, 2024.

Important Reminders

- During the Conditional License phase, the conditional licensee may not grow, process, or distribute cannabis.
- A Conditional License is not transferable - it may not be sold, gifted, or otherwise transferred.
- Any changes to the business ownership, name, structure or other material aspects of the conditional licensee's application must be submitted to MCA for review and approval.
 - For any proposed changes to ownership, please submit this [form](#) to MCA for review and approval.
 - For any other proposed changes (e.g., legal name, business name), please complete and return Attachment A (included below) to your assigned MCA investigator. Any necessary supporting documentation should accompany the submission of Attachment A.
- The Cannabis Reform Act requires that a conditional licensee become operational within 18 months of the date of this letter. If the conditional licensee fails to become operational in that time period, the MCA may rescind the conditional license.
- A complete Supplemental Application includes demonstrating that you have obtained adequate capitalization as described in the [Application Instructions](#).

MCA will contact you in the next few weeks with information on a webinar to discuss the requirements of the supplemental application. The webinar will include information on avoiding or troubleshooting common challenges and issues businesses face in completing the supplemental application and becoming operational, and responses to frequently asked questions.

Questions should be sent via email to your assigned MCA investigator, Kathleen George at kathleen.george@maryland.gov.

Thank you for your continued collaboration. MCA looks forward to working with you,

A handwritten signature in blue ink that reads "Will Tilburg". The signature is written in a cursive style and is followed by a horizontal line that extends to the right.

Will Tilburg
Director
Maryland Cannabis Administration

Attachment A: Updated Information Form

Date: _____

Entity Name: _____

Lottery Number: _____

Primary Contact Name: _____

Primary Contact Email: _____

Brief description of Change:

Does this change affect any document(s) previously submitted to the MCA? If so - please identify which document, and provide as a separate attachment to the MCA updated document(s):

- Yes
- No

Document Name: _____

**TRAFFIC AND PARKING
ANALYSIS**

FOR

**EASTON DISPENSARY
AT 8171 ELLIOTT ROAD**

Prepared by:

LENHART TRAFFIC CONSULTING, INC.
TRAFFIC ENGINEERING & TRANSPORTATION PLANNING

January 13, 2025



Table of Contents

Page

Section 1	Introduction.....	4
	1.1 Project Description	
	1.2 Scope of Study	
Section 2	Traffic Analysis	6
	2.1 Traffic Analysis	
Section 3	Parking Analysis	8
	3.1 Parking Analysis	
Section 4	Conclusions / Recommendations	10
	4.1 Results of Analyses	

Appendices

A Supplemental Info

List of Exhibits

Page

Exhibit 1	Site Location Map	5
Exhibit 2	Trip Generation for 8171 Elliott Road	7
Exhibit 3	Parking Analysis for Proposed Dispensary	9

Section 1 Introduction

1.1 Project Description

This Traffic Impact Analysis (TIA) has been prepared for the proposed Special Exception to re-tenant a previous bank building at the Shoppes at Easton shopping center at 8171 Elliott Road, in Easton, Maryland.

The site was previously developed with a 3,020 square foot Chevy Chase Bank with a drive-through lane and is proposed to be re-leased with a 3,020 square foot marijuana dispensary. The subject site is accessed via the driveways for the overall shopping center along Elliott Road.

1.2 Scope of Study

This TIA has been prepared in accordance with Amended Ordinance No. 809 in Chapter 28 of the Town of Easton Zoning Code.

1. This TIA will show that the traffic generated by the proposed dispensary is substantially the same as the traffic that was generated by the previously operating bank. Therefore would have no measurable impact on traffic operations in the area.
2. The applicant will comply with the Zoning Code and will operate within the allowable hours of 9 AM to 9 PM. (Anticipated hours are 9 AM to 8 PM).
3. The applicant has provided a statement of operations indicating a total of 15 staff for the proposed use. A parking analysis will also be provided as required per Ordinance 809.

This is a Special Exception Analysis of the proposed dispensary to evaluate traffic and parking associated with the use.

Site
(Prior Drive-in Bank at
8171 Elliott Road)



Trip Generation Memo

Site Location
Map

**Exhibit
1**

 **LENHART TRAFFIC CONSULTING, INC.**
645 BALTIMORE ANNAPOLIS BLVD, SUITE 214
SEVERNA PARK, MD 21146
www.lenharttraffic.com

Section 2 Traffic Analysis

2.1 Traffic Analysis

Exhibit 2 contains a trip generation analysis was using the ITE Trip Generation Manual, 11th Edition. The site was previously developed with a 3,020 square foot drive-in Chevy Chase Bank and is proposed to be re-used as a 3,020 square foot dispensary.

According to the ITE Trip Generation Manual, the change in trips associated with the proposed dispensary as compared to the prior bank would be as follows:

- Morning weekday peak hour would increase by two trips.
- Evening weekday peak hour would decrease by six trips.
- Saturday mid-day peak hour would increase by seven trips.

Saturday mid-day peak hour would be the largest increase in trips with a total of 2 new inbound trips and 5 new outbound trips. This would result in one additional inbound trip every 30 minutes and one additional outbound trip every 12 minutes over what previously existed. This is a negligible change that would have no substantial impact on trips in or out of this property. Furthermore, there are other retail uses that would be allowed on this property that could have even greater impacts on traffic than the previously existing bank.

Based on this information, the proposed dispensary will not have a substantial impact on traffic as compared to prior uses or other uses allowed by right.

Trip Generation Rates

Drive-in Bank (ksf, ITE-912)

Morning Trips = 9.95 x ksf
 Evening Trips = 21.01 x ksf
 Midday Sat. Trips = 26.35 x ksf

Trip Distribution (In/Out)

58/42
 50/50
 51/49

Marijuana Dispensary (ksf, ITE-882)

Morning Trips = 10.54 x ksf
 Evening Trips = 18.92 x ksf
 Midday Sat. Trips = 28.85 x ksf

Trip Distribution (In/Out)

52/48
 50/50
 50/50

Trip Generation Totals

			AM Peak			PM Peak			Sat Mid-Day Peak		
			In	Out	Total	In	Out	Total	In	Out	Total
Previous	Drive-in Bank (ksf, ITE-912)	3,020 sq.ft.	17	13	30	31	32	63	41	39	80
Proposed	Marijuana Dispensary (ksf, ITE-882)	3,020 sq.ft.	17	15	32	28	29	57	43	44	87
Net Total Trips:			0	2	2	-3	-3	-6	2	5	7

NOTE: Trip Generation Rates obtained from the ITE Trip Generation Manual, 11th Edition

Traffic Impact Analysis

Trip Generation for
8171 Elliott Road

**Exhibit
2**



LENHART TRAFFIC CONSULTING, INC.
 645 BALTIMORE ANNAPOLIS BLVD, SUITE 214
 SEVERNA PARK, MD 21146
 www.lenharttraffic.com

Section 3 Parking Analysis

3.1 Parking Analysis

As stated in Amended Ordinance No. 809:

The parking requirement for cannabis dispensaries shall be determined by a detailed traffic impact analysis provided by a petitioner for said use that is based upon the following information provided by the dispensary:

- *Sales data - data which includes a sales transaction timestamp (hour, minute, day of week) at a comparable location for that brand.*
- *Hours of operation - intended hours of operation for the development.*
- *Number of employees - intended employees, staffing levels, and scheduling information. It should be emphasized that this information will likely be collected from another location or franchise owned by the petitioner.*

In no case shall a cannabis dispensary provide parking at a ratio of less than 2 spaces for every three employees on the maximum shift plus 7 spaces for every 1,000 SF unless a Parking deviation is requested by the Applicant and approved by the Planning Commission pursuant to to the provisions of Section 28-1001.3 C of the Zoning Code.

The applicant has provided a statement of operations containing this information. The hours of operation are anticipated to be 9 AM to 8 PM, and the site is anticipated to have a total of approximately 15 staff. Based on the Zoning Code, the site should include two spaces for every three employees (10 spaces) plus 7 spaces for every 1,000 sq ft (22 spaces) for a total of 32 spaces. There are 22 dedicated parking spaces within the pad site for this use, plus there is a reciprocal easement with Wal-Mart that allows the dispensary to use the large shared parking lot as needed. Therefore, this code requirement is satisfied.

To provide a more detailed analysis of parking, the ITE Parking Generation Manual, 6th Edition was utilized to evaluate the peak parking demand projections. Exhibit 3 contains a peak parking demand analysis for the proposed dispensary. The ITE data was collected for eleven sites and the empirical data shows that the peak parking rate for a dispensary is 5.55 spaces per 1,000 sq ft, and the peak parking regression equation is $3.89 \times (1,000 \text{ sq ft}) + 5.04$. Both projections yield a peak parking demand of 18 spaces for this dispensary. Therefore, based on the ITE empirical data, the site will be adequately parked with the existing 22 spaces. The ITE data is contained in Appendix A.

Trip Generation Rates

Marijuana Dispensary (ksf, ITE-882)

Peak Parking Rate
Peak Parking Equation

Trip Distribution (In/Out)

P = 5.55 Spaces per ksf
P = 3.89 x ksf + 5.04

Trip Generation Totals

			Peak Parking Rate			Peak Parking Equation		
			In	Out	Total	In	Out	Total
Proposed	Marijuana Dispensary (ksf, ITE-882)	3,020 sq.ft.		17			17	

Peak Parking Demand = 17 Parked vehicles (Max of Projections above)

NOTE: Parking Generation Rates obtained from the ITE Parking Generation Manual, 6th Edition

Traffic Impact Analysis

**Parking Analysis for
Proposed Dispensary**

**Exhibit
3**

 **LENHART TRAFFIC CONSULTING, INC.**
645 BALTIMORE ANNAPOLIS BLVD, SUITE 214
SEVERNA PARK, MD 21146
www.lenharttraffic.com

Section 4 Conclusions / Recommendations

4.1 Results of Analyses

This Traffic Impact Analysis (TIA) has been prepared for the proposed Special Exception to re-tenant a previous bank building at the Shoppes at Easton shopping center at 8171 Elliott Road, in Easton, Maryland.

The site was previously developed with a 3,020 square foot Chevy Chase Bank with a drive-through lane and is proposed to be re-leased with a 3,020 square foot marijuana dispensary. The subject site is accessed via the driveways for the overall shopping center along Elliott Road.

Based on the analyses contained in this report:

- The traffic associated with the dispensary is substantially the same as what was generated based on the prior bank use, therefore the proposed dispensary will not have any traffic impacts that would be different from other approved and prior uses.
- The proposed dispensary will be adequately parked based on the requirements of the Zoning Code and will also be adequately parked based on the Institute of Transportation Engineers Parking Generation Manual.

These findings show the proposed Special Exception to allow a dispensary at 8171 Elliott Road will not have a detrimental impact on the health, safety, or welfare of the area as it relates to transportation and parking impacts.

Appendix A

Supplemental Information

Land Use: 882 Marijuana Dispensary

Description

A marijuana dispensary is a standalone facility where cannabis is sold to patients or retail consumers in a legal manner.

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (six study sites), a Saturday (two study sites), and a Sunday (two study sites) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	—	—	—
5:00 a.m.	—	—	—
6:00 a.m.	—	—	—
7:00 a.m.	—	—	—
8:00 a.m.	30	14	19
9:00 a.m.	50	47	53
10:00 a.m.	73	65	69
11:00 a.m.	92	76	81
12:00 p.m.	89	99	92
1:00 p.m.	99	100	85
2:00 p.m.	100	95	98
3:00 p.m.	86	73	100
4:00 p.m.	80	72	88
5:00 p.m.	86	81	64
6:00 p.m.	97	58	51
7:00 p.m.	56	43	36
8:00 p.m.	17	28	22
9:00 p.m.	—	—	—
10:00 p.m.	—	—	—
11:00 p.m.	—	—	—

Additional Data

The average parking supply ratio for the 11 study sites in a general urban/suburban setting with parking supply information is 10 spaces per 1,000 square feet GFA. The average peak parking occupancy at these 11 sites is 55 percent.

The sites were surveyed in the 2010s and 2020s in Colorado and New Jersey.

Source Numbers

555, 607, 608

Marijuana Dispensary (882)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

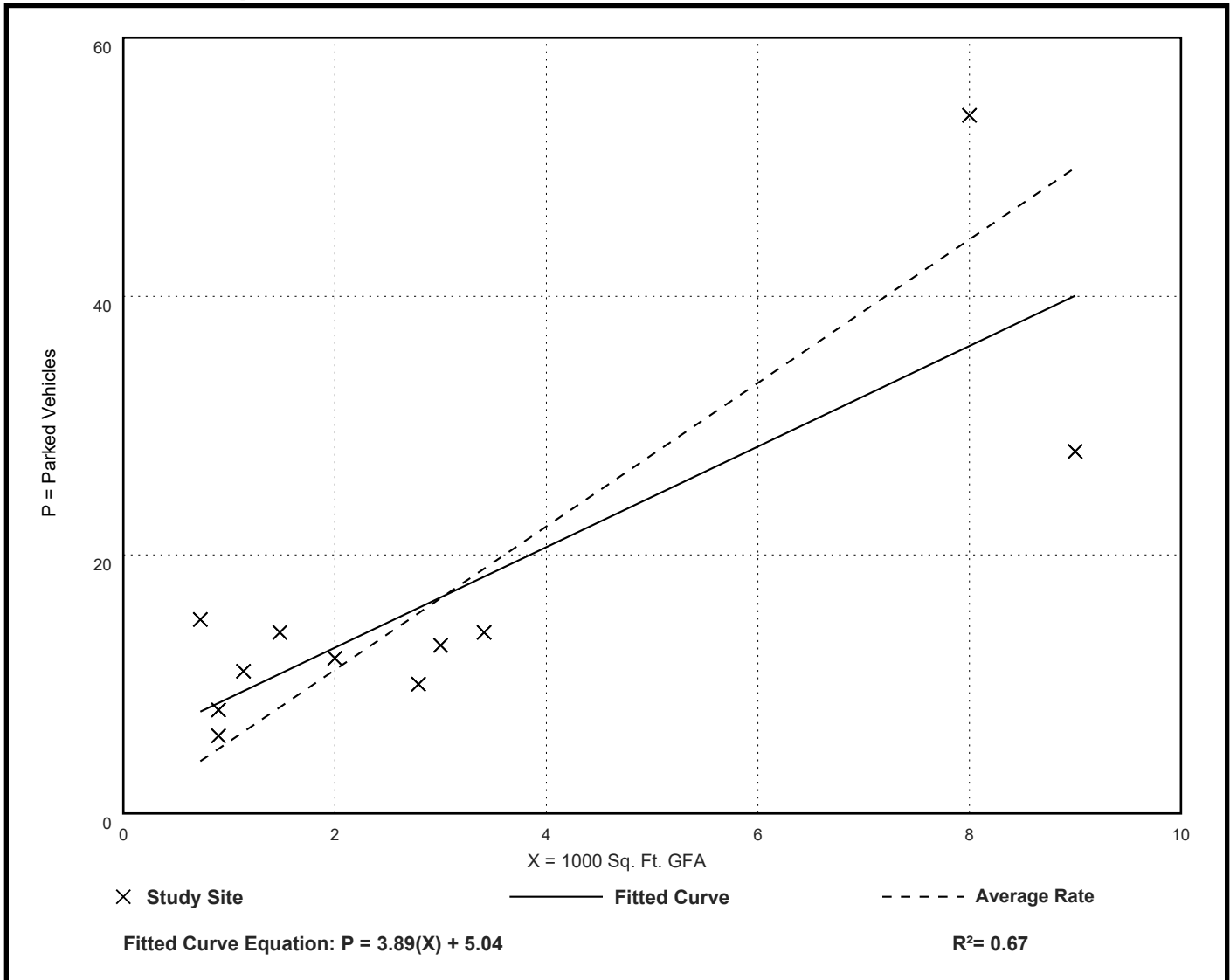
Number of Studies: 11

Avg. 1000 Sq. Ft. GFA: 3.0

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
5.55	3.11 - 20.60	4.32 / 11.87	***	3.18 (57%)

Data Plot and Equation



Marijuana Dispensary (882)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 2

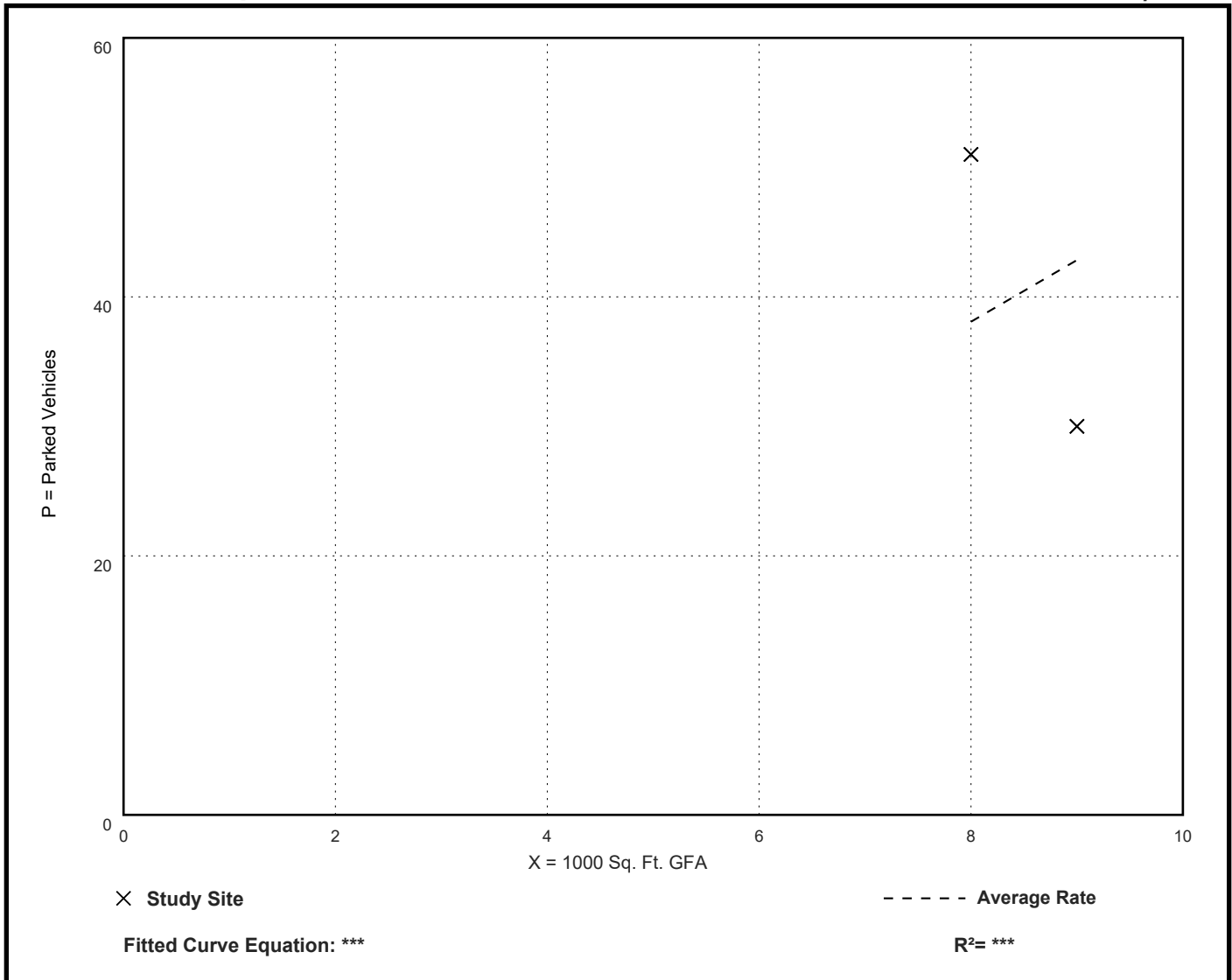
Avg. 1000 Sq. Ft. GFA: 8.5

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
4.76	3.33 - 6.38	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Marijuana Dispensary (882)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 2

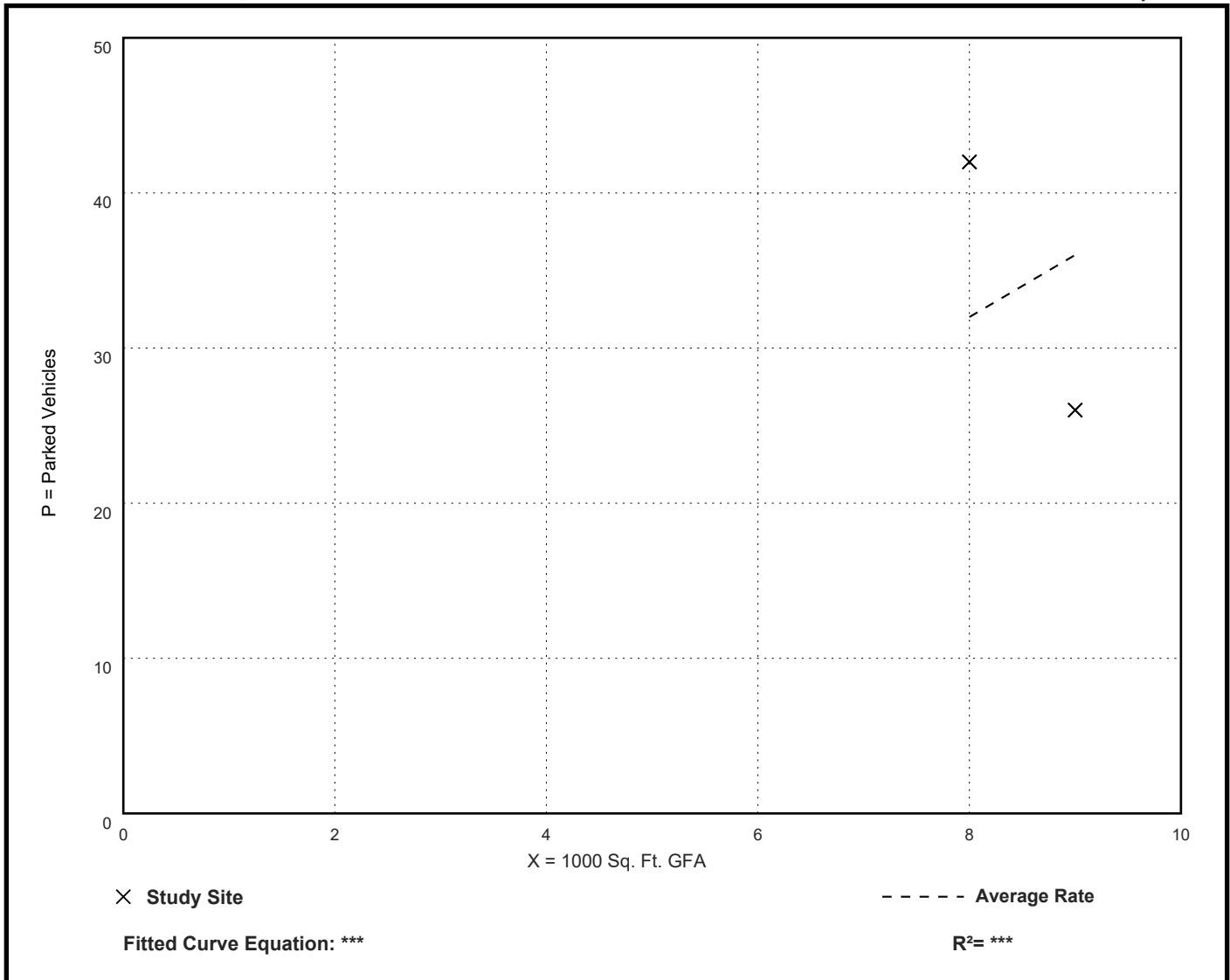
Avg. 1000 Sq. Ft. GFA: 8.5

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
4.00	2.89 - 5.25	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



5.00
 20.00
 881.99
 1,212.00
 686.00
 2,644.99
 Rec# 1482
 MAS 4817
 Jul 29, 1997
 Rec# 28142
 Bk# 1889
 83740 PM

NO TITLE EXAMINATION

THIS DEED, Made this 9 day of July, 1997, by and between CHRISTOPHER A. KOCH and SARA S. KOCH, His wife, of the first part, Grantors, and BRISTOL ELLIOTT, L.L.C., a Maryland Limited Liability Company, of the second part, Grantee.

WHEREAS, the Grantors desire to contribute to the Grantee the real property in Talbot County, Maryland, described in Exhibit A hereto (the "Property"); and

WHEREAS, the value of the Property is \$121,200.00 as determined by the Maryland State Department of Assessments and Taxation.

NOW, THEREFORE WITNESSETH, that Solely in consideration for the issuance to the Grantee of membership interests in the Grantee, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, in fee simple, the property described herein.

ALL that lot, tract or parcel of land situate, lying and being in the Town of Easton, Talbot County, State of Maryland, more particularly shown and designated as Tract 3-R on a plat entitled "Resubdivision Plat of Carlton Business Park to Merge Lots 2 thru 11 and Lots 41 thru 53 now known as The Shoppes at Easton", dated November 15, 1990, and recorded among the Plat Records of Talbot County, Maryland in Liber No. PC2, folio 3C, said Tract 3-R containing .826 Acres of Land, more or less.

BEING the same property that was conveyed unto Christopher A. Koch and Sara S. Koch from William F. Brooks, Jr., Trustee, and Emerson L. Dorsey, Substitute Trustee, by Deed dated October 26, 1992 and recorded among the Land Records of Talbot County, Maryland in Liber 736, folio 779.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said BRISTOL ELLIOTT, L.L.C., a Maryland Limited Liability Company, its successors and assigns, in fee simple, SUBJECT, HOWEVER, to any liens or encumbrances of record.

AND the said CHRISTOPHER A. KOCH and SARA S. KOCH, his wife, do hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the hands and seals of the Grantors, the day and year first above written.

EASTERN SHORE TITLE COMPANY
 P.O. BOX 657
 EASTON, MARYLAND 21601

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 862, p. 0439, MSA_CE91_799, Date available 01/02/2004, Printed 12/09/2024.

LIBERO 862 FOLIO 439

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 862, p. 0440, MSA, CE91_799, Date available 01/02/2004, Printed 12/09/2024.

WITNESS:

Sara S. Koch
Sara S. Koch

Christopher A. Koch (SEAL)
CHRISTOPHER A. KOCH
Sara S. Koch (SEAL)
SARA S. KOCH

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, That on this 11 day of ~~June~~ ^{July}, 1997 before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared CHRISTOPHER A. KOCH, who acknowledged that he executed the same for the purposes therein contained, and further acknowledged said instrument to be his act, giving oath under penalties of perjury that the consideration recited is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sara S. Koch
Notary Public



My Commission expires: 6/1/98

STATE OF MARYLAND, COUNTY OF Talbot, TO WIT:

I HEREBY CERTIFY, That on this 9th day of ~~June~~ ^{July}, 1997 before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared SARA S. KOCH, who acknowledged that she executed the same for the purposes therein contained, and further acknowledged said instrument to be her act, giving oath under penalties of perjury that the consideration recited is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sara S. Koch
Notary Public



My Commission expires: 6/1/98

This document was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named in the within instrument.

H. Dm

CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
BLENDA W. ARMISTEAD, FIN. OFFICER
DATE 7/29/97

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF TALBOT COUNTY

DAVID H. ENNIS
SUPERVISOR OF ASSESSMENTS
PER BLENDA W. ARMISTEAD, FIN. OFFICER
7/29/97

LIBERO 862 FOLIO 4 & O

State of Maryland Land Instrument Intake Sheet
 Baltimore City County:

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Check Box if Addendum Intake Form is Attached.

1 Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease		
2 Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale [9]
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3 Tax Exemptions (if Applicable)	<input type="checkbox"/> Recordation			
	<input type="checkbox"/> State Transfer			
4a Cite or Explain Authority	<input type="checkbox"/> County Transfer			

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	\$ 121,200.00	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$	Transfer Tax Consideration	\$	
Balance of Existing Mortgage	\$	X () % =	\$	
Other:	\$	Less Exemption Amount -	\$	
Other:	\$	Total Transfer Tax =	\$	
Full Cash Value	\$	Recordation Tax Consideration	\$	
		X () per \$500 =	\$	
		TOTAL DUE	\$	

5 Fees	Amount of Fees		Agent:
	Doc. 1	Doc. 2	
Recording Charge	\$ 20.00	\$	Tax Bill:
Surcharge	\$ 5.00	\$	C.B. Credit:
State Recordation Tax	\$ 801.90	\$	Ag. Tax/Other:
State Transfer Tax	\$ 606.00	\$	
County Transfer Tax	\$ 1212.00	\$	
Other	\$	\$	
Other	\$	\$	

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	01		736/779	25	P/O 140	<input type="checkbox"/> (5)	
	Subdivision Name		Lot (3a)	Block (3b)	Sec/AR(3c)	Plat Ref.	SqFt/Acreage (4)
	P/O West Ballway						
	Carlton Business Park		Location/Address of Property Being Conveyed (2)				Water Meter Account No.

7 Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
	CHRISTOPHER A. KOCH SARA S. KOCH	
8 Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
	BRISTOL ELLIOTT LLC	

9 Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
10 Contact/Mail Information	Instrument Submitted by or Contact Person	
	Name: H. FLEGNOR	<input checked="" type="checkbox"/> Return to Contact Person
	Firm: Eastern Shore Title Co.	<input type="checkbox"/> Hold for Pickup
	Address: 117 Bay St. Eastern MD 21601 Phone: (410) 820-4426	<input type="checkbox"/> Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Does transfer include personal property? If yes, identify:
	Yes <input type="checkbox"/> No <input type="checkbox"/>	No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:		
Year: 19	19	Ass.	Map	Sub.
Land		Zoning	Grid	Block
Buildings		Use	Parcel	Plat
Total		Town Cd.	Ex. St.	Section
				Lot
				Occ. Cd.

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 862, p. 0441, MSA_CE91_799, Date available 01/02/2004, Printed 12/09/2024.

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer

LIBERO 862 FOLIO 4 1

REC FEE 57.00
TOTL 57.00
5251CHEK 57.00
03 01988 11-16A11:15

CARLTON BUSINESS PARK
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION ("Declaration") made this 16th day of November, 1988, by Carlton Properties, Inc., ("Developer").

WHEREAS, these covenants shall be applicable to certain portions of a tract of land located in the Town of Easton, Talbot County, Maryland known as the CARLTON BUSINESS PARK.

WHEREAS, by a Deed dated February 17, 1988, and recorded among the Land Records of Talbot County, Maryland in Liber 647, folio 159, Developer acquired all of those portions of the property shown upon a series of plats beginning with a plat entitled: "FINAL INDEX MAP OF CARLTON BUSINESS PARK, A SUBDIVISION IN THE TOWN OF EASTON, TALBOT COUNTY, MARYLAND" consisting of six pages, prepared by McCrone, Inc., and recorded among the Plat Records of Talbot County at MAS Plat Cabinet 17A, through MAS Plat Cabinet 19AA. ("Property")

WHEREAS, it is the desire and intention of Developer to complete the orderly development of the Property as a business center;

WHEREAS, it is the desire and intention of Developer to impose upon the Property mutually beneficial conditions, standards and covenants (hereinafter referred to as "Covenants") under a general plan of improvement for the benefit of the Property, the improvements thereon and the future owners thereof.

NOW, THEREFORE, Developer hereby declares that the Property is held and shall be held, conveyed, hypothecated, unencumbered, leased, rented, used, occupied and improved, subject to the following conditions, standards and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the conditions, standards and covenants shall run with the real Property and shall be binding on all parties having or acquiring any right, title or interest in the benefit of each owner of any portion of said real Property, or any interest therein; and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. The conditions, standards and covenants are as follows:

I. INTRODUCTION

1. Purpose of Covenants: The purpose of these conditions, restrictions and covenants is to insure proper development and use of the Property, to protect the owner of each parcel against such improper development and use of surrounding parcels in a manner which will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 660, p. 0944, MSA, CE31, 597, Date available 01/14/2005, Printed 12/17/2024.

Copy sent James + Kehoe, attys
P.O. Box 3144
EASTON, MD. 21601
DATE RETURNED

LIBER 660 PAGE 944

appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide adequately for a high quality improvement of the Property in accordance with a general plan.

2. Term: This Declaration, every provision hereof and every covenant, condition and restriction contained herein, shall continue in full force and effect for a period commencing on the date hereof.

3. Definitions:

a. Business Center: Shall mean and refer to certain real Property located in the Town of Easton, Talbot County, Maryland and depicted as a plat described in subparagraph (b) hereof.

b. Plat: Shall mean and refer to a series of plats beginning with a plat entitled: "FINAL INDEX PLAT OF CARLTON BUSINESS PARK, A SUBDIVISION IN THE TOWN OF EASTON, TALBOT COUNTY, MARYLAND" consisting of six pages, prepared by McCrone, Inc., and recorded among the plat record of Talbot County at MAS Plat Cabinet 17A through MAS Plat Cabinet 19AA.

c. Developer: Shall mean and refer to the undersigned, Carlton Properties, Inc., its successors and assigns, including any mortgagee who succeeds in interest.

d. Development Criteria: Shall mean and refer to any publication issued by the Developer, which may be amended from time to time, detailing the aesthetic, architectural and landscaping criteria set forth in this Declaration.

e. Improvements: Shall mean and include buildings, outbuildings, parking areas, loading areas, screening walls and retaining walls, hedges, plantings, lawns, poles, signs, water lines, sewers, electrical and gas distribution facilities, patios and any structures of any type or kind.

f. Owner: Shall mean and refer to the holder of fee simple title to a Site, as defined herein.

g. Owners' Association: Shall mean and refer to the non-profit corporation to be called "Carlton Business Park Owners Association", to be incorporated by the direction of Developer and to which all Owners, as defined herein, shall be members.

h. Site: Shall mean and refer to an area of land within the Property in the same ownership either shown as one lot on a recorded plan, or if not so shown, described as the Site for one or more buildings by the Owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement over any portion of a Site established by recorded instrument then exists or is reserved by Developer for any purpose whatsoever, the area of such portion shall be included in computing the area of that Site. If subsequent to the establishment of a Site by recorded plan or recorded instrument, any portion or portions thereof are for street, highway, utility or public purpose taken by right of eminent domain, or deed in lieu thereof, or dedicated or conveyed pursuant to reservation by Developer, the area of such portion shall continue to be included thereafter in computing the area of that site.

II. LAND USE CRITERIA

1. Allowable Land Use: The land of each lot shall be used only for those purposes as permitted in appropriate zone for each lot as designated by the Comprehensive Plan for the Town of Easton, Maryland and permitted for such zones under the Zoning Ordinance of the Town of Easton, Maryland, in force and effect as the same, irrespective of variances, special exceptions and other administrative zoning decisions may hereafter be amended. The Developer reserves the right, however, further to limit or restrict the use of a particular Site or Sites under the provisions noted throughout these Covenants.

No use will be made of any Site or any portion thereof or any building or structure thereon at any time nor shall any materials or products be manufactured, processed or stored thereon or therein, which shall, in the opinion of the Developer, cause an undue fire or health hazard to adjoining properties, or which shall constitute a nuisance or cause the emission of noxious odors or gases or smoke, or cause noises or other conditions which might violate the purpose and intent of these Covenants or which shall constitute a violation of any law of the United States, the State of Maryland, the Town of Easton, Talbot County, or any regulation or ordinance promulgated thereunder.

No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the Improvements or affecting any portion of the Property subject to these Covenants:

- a. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- b. Smoke;
- c. Noxious, toxic or corrosive fumes or gases;
- d. Obnoxious odors;
- e. Dust, dirt or fly ash;
- f. Unusual fire or explosive hazards; and
- g. Excavation: Only excavation made in connection with construction of an improvement shall be made, and then only with proper protection is afforded adjacent Property; and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and stabilized.

2. Prohibited Land Use: The following operations and uses shall not be permitted on any Property subject to these Covenants:

- a. Residential
- b. Trailer Courts
- c. Junk Yards
- d. Gravel Pits or other Commercial Excavation of Building or Construction Materials
- e. Distillation of Bones
- f. Dumping, Disposal, Incineration or Reduction of Garbage, Sewage, Offal, Dead Animals or Reuse
- g. Fat Rendering
- h. Stockyard or Slaughter of Animals
- i. Refining of Petroleum or of its Products
- j. Smelting of Iron, Tin, Zinc or other Ores
- k. Raising of Pets or Livestock or other animals
- l. Kennel or Dog Pound or Veterinary clinic

3. Special Uses. Operations and uses which are not specifically authorized by these Covenants may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Developer. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other Property subject to these Covenants or upon the occupants thereof. If Developer fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Developer has disapproved said plans and specifications.

Neither Developer nor its successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any Owner or lessee of land affected by this Declaration by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Developer for approval agrees, by submission of such plans and specifications, and every Owner and lessee of any of said Property agrees, by acquiring title thereto or interest therein, that he will not bring any action suit against Developer to recover any such damages.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

1. Building-to-Land Ratio and Setbacks: The ratio of building coverage to the Site area and the appropriate setbacks for each lot shall be set in accordance with the appropriate zoning regulation for each lot as set forth in the Zoning Ordinance of the Town of Easton, in force and effect on the date this Declaration and as said Ordinance may be hereafter from time to time amended. The space allocation and setback requirements for each lot shall not include special exceptions, variances, or other administrative zoning decisions affecting same. For the purpose of computing lot size under this Declaration, each lot shall include any easements for storm water management, water and sewer, electrical lines, or other utilities.

2. Off-Street Parking Areas:

a. Except in those areas designated by the Developer, no parking will be permitted on the streets in the Business Center and each Site owner shall provide adequate off-street parking to accommodate all parking needs for employees, visitors and company vehicles on the Site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking should be provided by Owner to satisfy the intent of this section.

b. Parking shall not be permitted between the public street pavement and the Property line (street right-of-way line).

c. Areas designated for automobile parking shall not be used for parking of trucks or commercial vehicles.

d. (i) All parking areas in those lots which have been designated as Commercial Lots under the Zoning Ordinance of the Town of Easton, shall be constructed of asphalt, be resistant to erosion, and be drained so as to prevent damage to abutting properties, streets within Carlton Business Park or public streets, and maintained properly by each owner.

(ii) All parking areas on those lots designated as Industrial under the Zoning Ordinance of the Town of Easton shall be constructed of asphalt or tar and chip surfaces and be resistant to erosion, and be drained so as to prevent damage to abutting properties, streets within Carlton Business Park or public streets, and maintained properly by each owner.

5. Off-Street Loading Areas:

a. Loading areas shall not encroach into setback areas unless specifically approved by Developer in writing.

b. Loading areas located in side yards shall be set back and screened to minimize the effect from the street and neighboring properties. Loading doors and docks shall not be closer than one hundred (100) feet to the street Property line, unless specifically approved by Developer in writing. No loading areas shall be permitted on the front of any building.

6. Streets - Driveways/Sidewalks - Curbing - Parking Areas: Streets, drives, curbs, walks and parking areas shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Developer.

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

1. Landscaping and Limitations on Cutting Natural Growth:

a. Every Site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

b. The Site Owner, lessee or occupant shall landscape and maintain unpaved areas between the Property lines and the building. the area between paved streets and the setback lines shall be exclusively for landscaping except for walks and driveways crossing the required landscape area.

c. The Site Owner, lessee or occupant shall provide hose bibs in the vicinity of the landscaped area on improved properties.

d. Landscaping as approved by Developer shall be installed within one planting season of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.

e. The Owner, lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. The Owner, lessee, or occupant shall keep all landscaping free of unsightly plant growth, stored material, rubbish and other debris. Should

the Owner, lessee or occupant of any Site fail to remedy any deficiency in the planting, implementation or maintenance of the landscaping within twenty (20) days after written notification, Developer hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Owner.

f. The Site Owner shall preserve as many of the existing trees on each Site as practically possible. All sites must be cleared of underbrush and maintained in trees, grass or approved landscape materials. All clearing and grading plans must be approved in writing by the Developer prior to commencement of such clearing and grading.

2. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

a. Any building erected on a Site shall conform to the following construction practices:

(1) Exterior walls must be finished on the exterior with the following: (a) architectural masonry units, (excluding concrete block and cinder block), (b) natural stone, (c) precast concrete, steel, wood or wood products with prior approval by Developer, (d) aluminum, (e) glass materials, or (f) their equivalent as approved by Developer.

Such finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring Property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

(2) Temporary Improvements - No temporary buildings or other improvements of a temporary nature including trailers, incomplete buildings, tents, or shacks shall be permitted on the Property. Temporary Improvements used solely in connection with the construction of permanent improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

3. Signs: Plans and specifications for the content, construction, mounting, installation, alterations and lighting of all outdoor signs shall be first submitted to and have the written approval of Developer in accordance with this Section.

The following signs shall be permitted:

a. One temporary ground-mounted sign offering the Site for sale or lease, provided such sign does not exceed ten square feet in size.

b. One temporary ground-mounted sign identifying the location of a project during construction, provided such sign does not exceed ten (10) square feet in size.

c. Ground-mounted signs shall identify the name of the person(s) or firm(s) occupying the Site subject to the following criteria:

(1) All such signs shall conform with the setback requirements for the lots on which they are located.

(2) All signs must identify only the company name and type of business and otherwise shall not be an advertising vehicle.

(3) All such ground mounted signs are subject to the approval of the Developer with respect to size, shape, location and number.

d. Building mounted signs are subject to the approval of their Developer with respect to size, location and number. No signs may be mounted so as to project above the roof line of any facility.

4. Outdoor Storage and Work Areas:

a. Material and Equipment Storage. Unless specifically approved by Developer in writing, no materials, supplies or equipment (including boats, recreational vehicles, trailers, or company owned or operated vehicles other than passenger cars) shall be stored in any area on a Site except inside a closed building, or behind a visual barrier completely screening such areas from the view of adjoining properties and/or public streets.

b. Screening of Service Containers: Garbage and refuse containers must be approved by the Developer in writing and shall be completely concealed from view by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, designed so as not to attract attention, and located in the most inconspicuous manner possible.

c. Outdoor Work Areas: Unless specifically approved by the Developer in writing, no work areas shall be permitted on the Property except inside a closed building, or behind a visual barrier completely screening such areas from the view of adjoining properties and/or public streets.

d. Storage Tanks: No storage tanks, including but not limited to, those used for storage of water or propane gas or other fuel or chemical shall be permitted on the Property unless approved by the Developer in writing.

e. No trailer shall be used for storage purposes on any Site.

5. Maintenance Requirements, Refuse Collection and Prohibition of Junk Storage:

a. Each Site Owner, lessee or occupant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Owner shall provide for the removal of trash and rubbish from his premises. The sites shall not be used for storage of junk automobiles, any scrap materials or other rubbish.

b. During construction, it shall be the responsibility of each Site Owner to insure that construction sites are kept free of

and landscaping shall have been submitted to and approved in writing by Developer, and a copy of such final plans and specifications as finally approved, lodged with the Developer. Such plans and specifications prepared by licensed architects and engineers shall be submitted in writing over the signature of the Owner of the Site or his authorized agent and shall be accompanied by the request of such Owner, or agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of Site dimensions, storm drain considerations, conformity and harmony of external design with neighboring Sites, relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants.

The Developer shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Developer, in its sole discretion, may deem in the best interests of the Business Center and the Owners or lessees or prospective owners or lessees of other Sites therein.

If the Developer fails either to approve or disapprove such building and site plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Developer has disapproved said plans and specifications.

Neither Developer nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Developer for approval agrees, by submission of such plans, and every Owner or lessee of any said Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Developer to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

All Improvements must be constructed in accordance with the Developer approved plans. Any modification to the approved plans during construction affecting the intent of these Covenants must be approved by Developer before the modification to the Improvements is constructed. Owner shall give written notice of completion to Developer upon completion of said Improvements.

2. Developer reserves the right to promulgate appropriate rules and regulations for the approval of any plans specifications and landscape plans.

3. Enforcement: Said Covenants shall be jointly and severally enforceable by the Developer and its successors and assigns and by that Site Owner and its successors and assigns, provided, however, that only the Developer or its assignees, under Section VI hereof, shall have the right to exercise the discretionary powers herein reserved to the Developer.

4. Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give the Developer or its assignees under Section VI, in addition to all other remedies, the right (but not the obligation) to enter upon the land which such violation or breach exists and summarily to abate and remove any structure or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from the Developer or its said assignees to the occupant of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice by certified or registered mail, postage prepaid, to the record Owner of such premises at his or its last known address. Notwithstanding the above set forth provisions of this paragraph, it shall be understood that any lien obtained pursuant to the provisions hereof shall be subordinate and inferior to the prior lien of bona fide First Mortgages or Deeds of Trust secured by that Site to the end and intent that any purchaser at a foreclosure of the lien secured by a First Mortgage or Deed of Trust shall take title free of any lien arising pursuant to the provisions of this paragraph; provided, however, said purchaser at foreclosure shall be bound by the provisions of these Protective Covenants and take title subject to them.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Construction and alteration of all improvements in the Business Center shall be performed in accordance and comply with the requirements of all applicable Building, Zoning and other Codes and Regulations of the Town of Easton and other governmental authorities.

4.1 Termination and Modifications: This Declaration, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified, or amended, as to the whole of said Property or any portion thereof, with the written consent of the Owners of two-thirds (2/3) of the lots subject to these covenants and empowered to vote (excluding mortgagees and the holders of other security devices who are not in possession, lessees and tenants). Each lot shall be assigned one vote. However, so long as Developer owns at least twenty (20) percent of the lots in the Business Center, no such termination, extension, modification or amendment shall be effective without the written approval of Developer thereof. Furthermore, these covenants may be amended unilaterally by Developer so long as it owns twenty percent (20%) or more of the lots in the Business Center recording the appropriate document in the Land Records of Talbot County, Maryland, and giving notice of such change to the then Owners of Sites. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged, delivered

and recorded in the Land Records of Talbot County, Maryland. No such termination, extension, modification or amendment shall affect any plans, specifications or use theretofore approved by Developer under Section V hereof or any improvements theretofore or thereafter made pursuant to such approvals.

4. **Constructive Notice and Acceptance:** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

5. **Completion of Construction:** After commencement of construction of any structure, the Site Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

VI CARLTON BUSINESS CENTER OWNERS' ASSOCIATION: CREATION

1. **Developer's Right to Establish:** Developer declares that in order to maintain the uniform standards of development quality required hereunder, it shall have the right, but not the obligation, to provide for the incorporation, at some future date determined in its sole and absolute discretion, of a non-profit corporation known as Carlton Business Park Owners Association, Inc. with at least one class of membership consisting of all of the Owners of Sites in the Business Center. The Owners Association will be governed by a Board of Directors (the "Board"), which will be responsible for enforcing these Covenants, for maintaining and improving the Common Areas of the Business Center, and for administering the Association.

2. **Interim Control:** Until such time as said Owners Association is incorporated and the organizational meeting of the Board of Directors is held, Developer shall have the following rights and powers:

a. The right to assess a Common Area maintenance charge to a Site and to enforce the collection of such assessment against the Site Owner by lien; provided, however, that no capital improvements considered generally to be a development cost shall be assessed; and further provided that the assessment of such Common Area maintenance charge shall be based on the ratio of Site acreage to the total acreage of the Property then developed (road and utilities installed to a point fronting on said Site);

b. The right, but not the obligation to enter a Site and perform exterior maintenance of the improvements located thereon, charging the cost of such maintenance to the Owner of such Site. In the event such charge is not paid, such assessment shall be a lien on the Site and the personal obligation of the Owner as provided in said Section. This right shall be in addition to, and not in replacement of, the rights of Developer provided in Section V. 2. hereof; and

c. All other rights and powers to be granted to the Owners Association provided for herein upon the incorporation and appointment of the Board of Directors of said Owners' Association.

3. Nothing contained in this Article VI shall be deemed to require Developer to relinquish and transfer all of its rights and powers contained in these Covenants to the Owners Association immediately upon its incorporation. Developer may delegate any or all of its rights, powers, discretion and duties under these Covenants to the Owners' Association if and when it shall deem appropriate. If the Developer delegates any right to the Owners Association, such delegation shall not constitute a relinquishment of any other right.

VII MISCELLANEOUS

1. Nuisance: The result of every action or omission whereby any Covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private shall be applicable against every such result and may be exercised by Developer or by any Owner of Property subject to these Covenants.

2. Inspection: Developer may from time to time at any reasonable hours, enter and inspect any Property subject to these Covenants to ascertain compliance therewith.

3. Waiver: Developer reserves the right to waive any requirement or provision of these covenants which Developer, in its sole discretion, deems to be in the best interest of and necessary for the orderly development of the Property.

4. Failure to Enforce Not a Waiver of Rights: Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Business Center or of any other provision of these Covenants. The failure of Developer or any Site Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

5. Assignments of Developer's Rights and Duties: Any and all of the rights, powers and reservations of Developer herein contained may be assigned to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties as are given to and assumed by the Developer herein. The term "Developer" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor to Developer may be appointed by the written consent of two-thirds of the Owners and in the same manner as these Covenants may be terminated, extended, modified or amended hereunder.

The Developer may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estate reserved to it by this Declaration to any, one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing recorded among the Land Records of Talbot County and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereupon have the same rights, title powers, obligations, discretion and duties as are herein reserved to the Developer, and the Developer shall thereupon be released therefrom.

6. Rights of Mortgagees: No breach of the covenants, conditions and restrictions contained herein shall defeat or render invalid the lien of any mortgage now or hereafter executed upon the Property subject hereto; provided, however, that if any portion of the Property is sold under a foreclosure of any mortgage or deed of trust or is conveyed to the party so secured in lieu of foreclosure, any purchaser at such sale or any such grantee and its successors and assigns shall hold any and all property so purchased or acquired subject to all covenants, conditions and restrictions of this Declaration. The assignment of any right by the Developer shall not be the relinquishment of any other right.

7. Extension to Include Additional Property: Developer may from time to time cause separate and additional declarations and agreements be filed subjecting other properties to covenants similar to or different from those imposed upon the Property. All such declarations shall evidence the intent of the Developer to impose a general scheme of development over the entire tract forming the Business Center, whether such declarations differ from those contained herein or not. This provision does not in any way obligate Developer to place these Covenants on any additional land areas.

8. Mutuality, Reciprocity; Runs with Land: All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of each Site, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Sites. The Developer reserves the right, however, from time to time hereafter to delineate, plat, grant or reserve within the remainder of the Business Center not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Business Center (and from time to time to change the location of the same) free and clear of all these restrictions and covenants and to dedicate the same to public use or to grant the same to the Town of Easton or to Talbot County and/or to appropriate public utility corporations.

9. Paragraph Headings: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

10. Effect of Invalidation: If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

11. As herein used, the masculine gender shall include the feminine and the feminine the masculine, and the singular shall include the plural and the plural the singular, unless the meaning of the language used herein would be obscured thereby.

IN WITNESS WHEREOF, the hands and seals of the parties hereto the day and year first above written.

ATTEST: K. Patricia Roe David L. Pyles
CARLTON PROPERTIES, INC By David L. Pyles
David L. Pyles, President



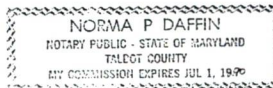
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 16th day of November, before me, the subscriber, a Notary Public of the aforesaid State, personally appeared DAVID L. PYLES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above Declaration of Protective Covenants and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Norma P. Daffin
Notary Public

My Commission Expires:
July 1, 1990



/tdh

LIBER 660 PAGE 957

EASTON, MARYLAND

EASEMENTS WITH COVENANT AND
RESTRICTIONS AFFECTING LAND ("ECR")

REC FEE 75.00
TOTL 75.00
9785CHEK 75.00
03 01991 1-07 P2:54

THIS AGREEMENT is made as of the 11th day of December, 1990 between WAL-MART STORES, INC., a Delaware corporation, of 702 S.W. Eighth Street, Bentonville Arkansas 72716 ("Wal-Mart"), and TRI-EQUITY GROUP, INC., a Virginia corporation, (Contract Purchaser) and CARLTON PROPERTIES, INC., a Maryland corporation (Developer).

WITNESSETH:

WHEREAS, Wal-Mart is the owner of Tract 1 as shown on the plan attached as Exhibit A hereof, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of Tract 2 and Outlot "A" shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Tri-Equity is the Contract Purchaser of Tract 2 and Outlot "A" and upon the transfer of title shall become the developer of Tract 2 and Outlot "A".

WHEREAS, Wal-Mart, Contract Purchaser and Developer desire that Tracts 1 and 2 and Outlot "A" be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and Outlot "A" be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.
 - a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 and Outlot "A" shown on Exhibit A as "Building Area" (and "Future Building Area", "Permitted Building Area" and "Future Expansion Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.
 - b. "Common Areas" shall be all of Tracts 1 and 2 and Outlot "A" except the Building Areas.
 - c. Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a[3]), be used for building shall become part of the Common Area for the

TALBOT TITLE CO.
P.O. BOX 2350
EASTON, MD. 21601
DATE RETURNED

hereunder and shall be improved, kept and maintained as provided herein.

- 00
00
00
54
2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. Notwithstanding the above, Wal-Mart does grant its consent to a theatre, cafeteria, restaurant or supermarket, which business may serve or sell alcoholic beverages as an incidental part of their business provided it is located no closer than 280 feet from the closest wall of the Demised Premises. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.
3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Tract 1, either as owner or lessee, no space in or portion of Tract 2, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as a discount department store or other discount store with a sales area in excess of 15,000 square feet. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity. Wal-Mart agrees not to unreasonably withhold its consent to the use of any property adjacent to the Shopping Center for a non-competing retail discount store.
4. Buildings.
- a. Design and Construction. The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building shall exceed thirty-five feet (35') in height above finished grade, except for the building designated as Super Fresh on Exhibit "A" which shall not exceed forty (40) feet. No building shall have a metal exterior.

- b. Location. No building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A may be made without the prior written consent of Wal-Mart, Contract Purchaser and Developer. The front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed in the location shown in Exhibit A.
- c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.
- d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.
- e. Outlot "A" Development. Outlot "A" shall be developed only under the following guidelines:
- (1) The building constructed on Outlot "A" shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center;
 - (2) Any buildings to be constructed on the Outlot "A" shall not exceed 5,000 square feet in size.
 - (3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;
 - (4) No rooftop sign shall be erected on the building constructed;
 - (5) No freestanding identification sign may be erected on Outlot "A" without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.
 - (6) No improvements shall be constructed, erected, expanded or altered on Outlot "A" until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building or structure of any kind shall be erected on Outlot "A" except upon that area designated as a Permitted Building Area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such Permitted Building Area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.

- (7) In developing and using Outlot "A", the owner of the Outlot "A" shall provide and maintain parking on Outlot "A" at a ratio of ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use, or six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on Outlot "A".
- (8) Outlot "A" shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.
- (9) Subject to the prior written consent of Developer, any building, structure or improvement on Outlot "A" shall be used for retail or commercial purposes only, however, no building, structure or improvement on Outlot "A" may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business serving or selling alcoholic beverages or as a discount department store or a variety, general or "dollar" store, except a full service dinner house restaurant serving alcoholic beverages as an incidental part of its business is permitted.
- (10) The owner(s) of Outlot "A" or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on Outlot "A" their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state of Maryland; (ii) have liability limits of at least \$1,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer.

5. Common Areas.

- a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a non-exclusive easement over, through and around their respective tracts and Outlot "A" for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of Outlot "A" now owned by Developer and identified on Exhibit C, non-exclusive

easements for vehicular and pedestrian access, ingress, and egress over and across Tract 1 and Tract 2; provided, however, in no event shall the owner occupant, licensee or invitee of Outlot "A" be permitted to use Tract 1 or Tract 2 for vehicular parking or for any other purpose other than as described above.

b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Tracts 1 and 2.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A as "employee parking areas", if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

c. Utility and Service Easements.

The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and Outlot "A". Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence or normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

- (2) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area on such tract.
- (3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A at the expense of such Developing Party. In the event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of, but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract. The Developing Party shall present an itemized statement of expenses incurred in the construction of said improvements to and upon the non-developing party's tract, and the non-developing party agrees to reimburse the Developing Party for such costs within thirty (30) days of receipt thereof. Notwithstanding anything herein to the contrary, the Contract Purchaser and Developer shall only be responsible to reimburse Wal-Mart for the expenses related to the grading of Outlot "A", and not for any other expenses related to the construction of improvements on the non-developing party's tract and, said expenses shall be due to Wal-Mart within thirty (30) days of the sale of Tract 2 or Outlot "A" by Developer.
- (4) Service Drive. Developer agrees that if on Exhibit A hereof a service drive is delineated on Tract 2 by crosshatching and is labelled as a "Service Drive", the Developing Party shall develop the same simultaneously with the development and construction on Tract 1 by Wal-Mart, Wal-Mart shall have the right to cause the Service Drive delineated on Tract 2 to be developed.

b. Maintenance.

- (1) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:
- (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean

and orderly condition;

- (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
 - (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
 - (e) Maintaining all perimeter and exterior building walls and structures including, but not limited to, all retaining walls in a good condition and state of repair; and
 - (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.
- (2) Expenses. The respective owners shall pay the maintenance expense of their tracts.
- (3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.
- c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon, of which, there shall be no more than one (1) sign on the Common Areas on Tract 1 which shall be located at Dover Road and one (1) sign on the Common Areas on Tract 2 which may be located along Elliott Road at the locations shown on Exhibit "A" marked Proposed Shopping Center Pylon or Tentative Sign Location. In the event Developer develops a Shopping Center adjacent to the Wal-Mart, Wal-Mart agrees to allow Developer to remove Wal-Mart's pylon and replace it with a Shopping Center pylon in its stead under the following conditions:
- a. Wal-Mart shall have the right to approve the plans for said pylon before Developer removes the Wal-Mart pylon.
 - b. All expenses of the removal of Wal-Mart's pylon and the cost of fabricating and installing the new sign shall be borne by Developer.
 - c. The Shopping Center pylon shall contain no more than two (2) other tenant panels besides the Wal-Mart panel.
 - d. The Wal-Mart panel shall have the top position underneath the Shopping Center identification panel.

- e. The Wal-Mart sign panel shall be connected directly to a source of electric power controlled from the Wal-Mart store. Developer shall maintain the Shopping Center Pylons and Wal-Mart shall pay their proportionate share of the cost of maintaining said sign.

No signs shall obstruct the ingress and egress shown on Exhibit A.

8. Indemnification/Insurance.

- a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

b. Insurance.

- (1) Wal-Mart and the Developer (for Tract 2 and Outlot "A" until such time as Outlot "A" is sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the other party.
- (2) At all times during the term of the Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.
- (3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

- (4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss or rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.
- (5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or Lessee of Tract 1, Wal-Mart shall have the right to retain financial risk for up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) per claim.

9. Eminent Domain

- a. Owner's Right to Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise or eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.
- b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.
- c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.
- d. Restoration of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the

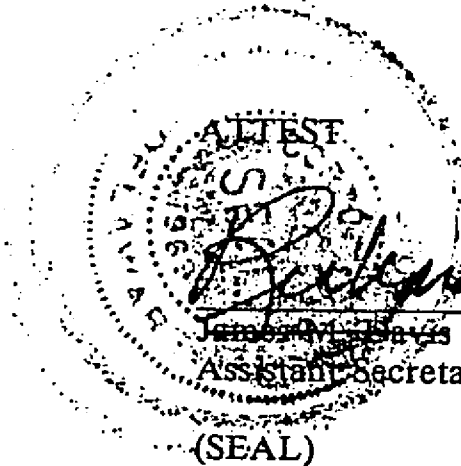
proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on Tracts 1 or 2, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.
11. Expansion of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(2).
12. Release from Liability. Any person acquiring fee or leasehold title to Tracts 1 or 2, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.
13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of Tract 1 or Developer so long as it or any affiliate has an interest as owner or lessee of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.
14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors

and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by Developer, Contract Purchaser and Wal-Mart, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by the mutual agreement of Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of Tract 1, and Developer, as long as it or its affiliate has any interest as either owner or lessor of Tract 2.
16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.
17. Duration. Unless otherwise cancelled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.
18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.



Richard G. Leitz
Richard G. LEITZ
Assistant Secretary

(SEAL)

WAL-MART STORES, INC.
a Delaware corporation

Curtis H. Barlow
Curtis H. Barlow
Vice President of Real Estate

"Wal-Mart"

ATTEST

Tracy M. Maloney
Its: *Tracy M. Maloney*
President

TRI-EQUITY GROUP, INC.
"Contract Purchaser"

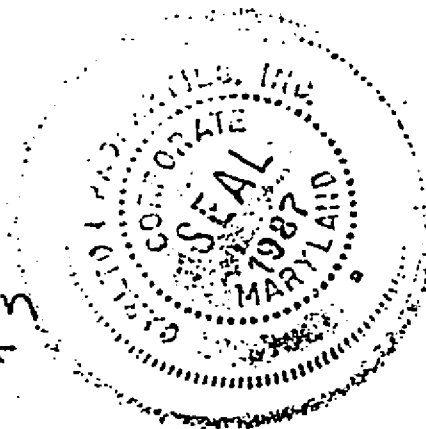
By *Richard G. Weiser*
Richard G. Weiser
Chairman

ATTEST

[Signature]

CARLTON PROPERTIES, INC.

By *Tracy L. Royston*
~~Thomas Hutchison~~
President Tracy L. Royston
Vice President



This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland or by one of the parties named herein.

W. David Morse
W. David Morse

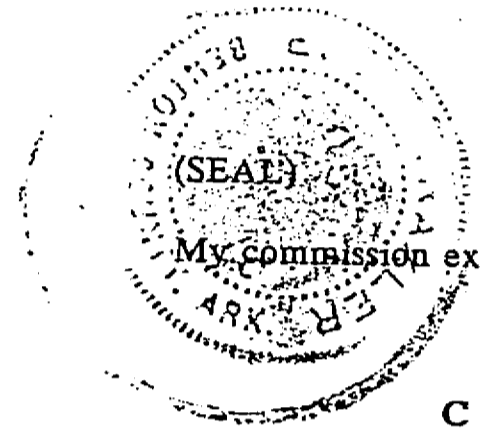
CORPORATE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

Be it remembered that on this 21st day of December, 1990, before me a notary public in and for the county and state aforesaid, came Curtis H. Barlow, Vice President of WAL-MART STORES, INC., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Elmer Traylor
Notary Public



CORPORATE ACKNOWLEDGEMENT

STATE OF Virginia) SS
COUNTY OF Fauquier)

Be it remembered that on this 11 day of November, 1990, before me a notary public in and for the county and state aforesaid, came Edward A. Highers, President of TRI-EQUITY GROUP, INC., a Virginia corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation

Richard G. Wisser
Chairman
CT

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Clara J. Johnson
Notary Public



(SEAL)

My commission expires December 31, 1994.

CORPORATE ACKNOWLEDGEMENT

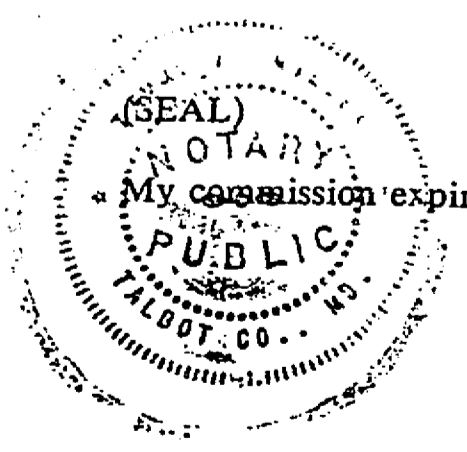
STATE OF Maryland) SS
COUNTY OF Talbot)

Be it remembered that on this 4th day of January, 1990, before me a notary public in and for the county and state aforesaid, came Thomas Hutchison, President of CARLTON PROPERTIES, INC., a Maryland corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation

TRACY L. ROYSTON
VICE PRESIDENT

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

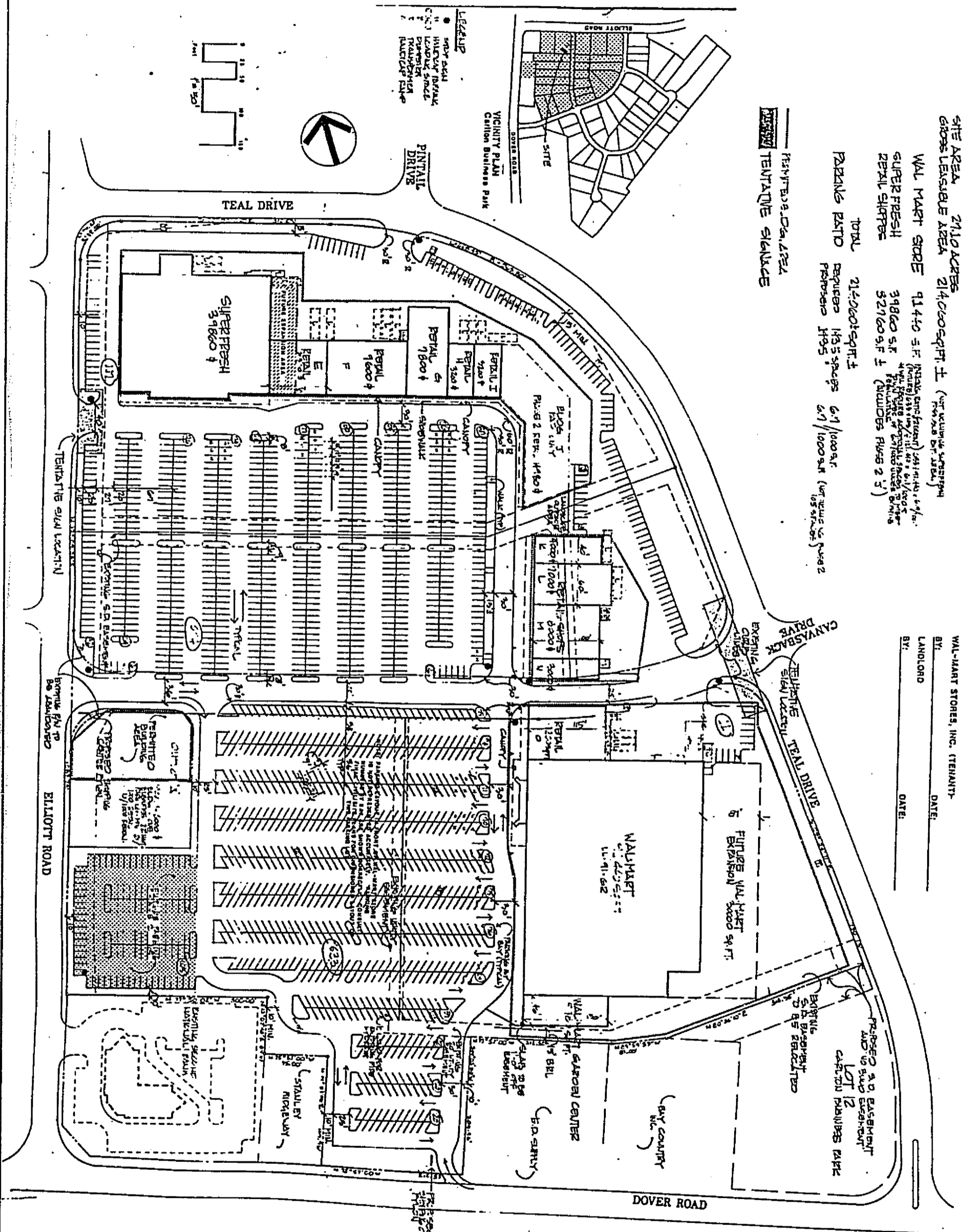
Harry L. Miller
Notary Public



Vertical text on the right margin: TALBOT COUNTY CIRCUIT COURT, LIBER 698, PAGE 495, and other administrative markings.

LEGEND
 SITE DATA
 SITE AREA 2110 ACRES
 GROSS LEASABLE AREA 2140000 SQ. FT. (NET VOLUME 1000000)
 WAL MART STORE 91440 SQ. FT. (NET VOLUME 457200)
 SUPER FRESH 38800 SQ. FT. (NET VOLUME 194000)
 RETAIL STORES 521600 SQ. FT. (NET VOLUME 260800)
 TOTAL 2140000 SQ. FT. (NET VOLUME 1000000)
 PARKING SPOTS 1435 SPACES 6.1/1000 SQ. FT. (NET VOLUME 1000000)
 PAVED 1435 SPACES 6.1/1000 SQ. FT. (NET VOLUME 1000000)
 UNPAVED 1435 SPACES 6.1/1000 SQ. FT. (NET VOLUME 1000000)

APPROVED:
 WAL-MART STORES, INC. (TENANT)
 BY: _____ DATE: _____
 LANDLORD
 BY: _____ DATE: _____



REDMAN-JOHNSTON ASSOCIATES, LTD.
 Planning
 Environmental Science
 Landscape Architecture
 1132 Clarksdale Drive
 Suite C
 Easton, Maryland 21801
 (301) 822-9830

THE SHOPPES AT EASTON EASTON, MD.
 Developed by:
 Tri-Equity Group, Inc.

EXHIBIT A

NO.	DESCRIPTION
1)	2110 ACRES 2110 ACRES
2)	91440 SQ. FT. WAL-MART
3)	38800 SQ. FT. SUPER FRESH
4)	521600 SQ. FT. RETAIL STORES
5)	1435 SPACES PARKING
6)	6.1/1000 SQ. FT. PARKING
7)	11111 SQ. FT. WAREHOUSE
8)	11111 SQ. FT. WAREHOUSE
9)	17800 SQ. FT. PET CARE
10)	17800 SQ. FT. FOOD COURT
11)	17800 SQ. FT. PHARMACY
12)	11111 SQ. FT. WAREHOUSE
13)	11111 SQ. FT. WAREHOUSE
14)	11111 SQ. FT. WAREHOUSE
15)	11111 SQ. FT. WAREHOUSE
16)	11111 SQ. FT. WAREHOUSE
17)	11111 SQ. FT. WAREHOUSE
18)	11111 SQ. FT. WAREHOUSE
19)	11111 SQ. FT. WAREHOUSE
20)	11111 SQ. FT. WAREHOUSE
21)	11111 SQ. FT. WAREHOUSE
22)	11111 SQ. FT. WAREHOUSE
23)	11111 SQ. FT. WAREHOUSE
24)	11111 SQ. FT. WAREHOUSE
25)	11111 SQ. FT. WAREHOUSE
26)	11111 SQ. FT. WAREHOUSE
27)	11111 SQ. FT. WAREHOUSE
28)	11111 SQ. FT. WAREHOUSE
29)	11111 SQ. FT. WAREHOUSE
30)	11111 SQ. FT. WAREHOUSE
31)	11111 SQ. FT. WAREHOUSE
32)	11111 SQ. FT. WAREHOUSE
33)	11111 SQ. FT. WAREHOUSE
34)	11111 SQ. FT. WAREHOUSE
35)	11111 SQ. FT. WAREHOUSE
36)	11111 SQ. FT. WAREHOUSE
37)	11111 SQ. FT. WAREHOUSE
38)	11111 SQ. FT. WAREHOUSE
39)	11111 SQ. FT. WAREHOUSE
40)	11111 SQ. FT. WAREHOUSE
41)	11111 SQ. FT. WAREHOUSE
42)	11111 SQ. FT. WAREHOUSE
43)	11111 SQ. FT. WAREHOUSE
44)	11111 SQ. FT. WAREHOUSE
45)	11111 SQ. FT. WAREHOUSE
46)	11111 SQ. FT. WAREHOUSE
47)	11111 SQ. FT. WAREHOUSE
48)	11111 SQ. FT. WAREHOUSE
49)	11111 SQ. FT. WAREHOUSE
50)	11111 SQ. FT. WAREHOUSE
51)	11111 SQ. FT. WAREHOUSE
52)	11111 SQ. FT. WAREHOUSE
53)	11111 SQ. FT. WAREHOUSE
54)	11111 SQ. FT. WAREHOUSE
55)	11111 SQ. FT. WAREHOUSE
56)	11111 SQ. FT. WAREHOUSE
57)	11111 SQ. FT. WAREHOUSE
58)	11111 SQ. FT. WAREHOUSE
59)	11111 SQ. FT. WAREHOUSE
60)	11111 SQ. FT. WAREHOUSE
61)	11111 SQ. FT. WAREHOUSE
62)	11111 SQ. FT. WAREHOUSE
63)	11111 SQ. FT. WAREHOUSE
64)	11111 SQ. FT. WAREHOUSE
65)	11111 SQ. FT. WAREHOUSE
66)	11111 SQ. FT. WAREHOUSE
67)	11111 SQ. FT. WAREHOUSE
68)	11111 SQ. FT. WAREHOUSE
69)	11111 SQ. FT. WAREHOUSE
70)	11111 SQ. FT. WAREHOUSE
71)	11111 SQ. FT. WAREHOUSE
72)	11111 SQ. FT. WAREHOUSE
73)	11111 SQ. FT. WAREHOUSE
74)	11111 SQ. FT. WAREHOUSE
75)	11111 SQ. FT. WAREHOUSE
76)	11111 SQ. FT. WAREHOUSE
77)	11111 SQ. FT. WAREHOUSE
78)	11111 SQ. FT. WAREHOUSE
79)	11111 SQ. FT. WAREHOUSE
80)	11111 SQ. FT. WAREHOUSE
81)	11111 SQ. FT. WAREHOUSE
82)	11111 SQ. FT. WAREHOUSE
83)	11111 SQ. FT. WAREHOUSE
84)	11111 SQ. FT. WAREHOUSE
85)	11111 SQ. FT. WAREHOUSE
86)	11111 SQ. FT. WAREHOUSE
87)	11111 SQ. FT. WAREHOUSE
88)	11111 SQ. FT. WAREHOUSE
89)	11111 SQ. FT. WAREHOUSE
90)	11111 SQ. FT. WAREHOUSE
91)	11111 SQ. FT. WAREHOUSE
92)	11111 SQ. FT. WAREHOUSE
93)	11111 SQ. FT. WAREHOUSE
94)	11111 SQ. FT. WAREHOUSE
95)	11111 SQ. FT. WAREHOUSE
96)	11111 SQ. FT. WAREHOUSE
97)	11111 SQ. FT. WAREHOUSE
98)	11111 SQ. FT. WAREHOUSE
99)	11111 SQ. FT. WAREHOUSE
100)	11111 SQ. FT. WAREHOUSE

Site Plan
 Not for construction

EXHIBIT e

ALL that piece or parcel of land situate, lying and being in the Town of Easton, Talbot County, Maryland, and described as follows: BEGINNING at a point located in the easterly right-of-way line of Elliott Drive (60-feet wide); said point also being a corner common to Lot 1 and Lot 2 of the Subdivision of land known as Carlton Business Park and as shown on Plats 1 through 6 prepared in April 1988 by McCrone, Inc.; THENCE with the easterly line of Elliott Road with meridian reference to Town of Easton Grid North; NORTH 12 degrees 09' 58" EAST 221.00 feet to a point in the easterly right-of-way of Elliott Road; thence departing said Elliott Road and running with new line of division SOUTH 77 degrees 50' 02" EAST 182.00 feet to a point; thence NORTH 12 degrees 09' 58" EAST 192.50 feet to a point; thence SOUTH 77 degrees 50' 02" EAST 30.00 feet to a point; thence NORTH 40 degrees 07' 08" EAST 30.00 feet to a point; thence SOUTH 77 degrees 50' 02" EAST 429.44 feet to a point; thence SOUTH 12 degrees 09' 58" WEST 78.17 feet to a point; thence SOUTH 77 degrees 50' 02" EAST 148.00 feet to a point; thence NORTH 12 degrees 09' 58" EAST 65.93 feet to a point in a curve to the left having a radius of 696.64 feet; thence 164.22 feet along the arc of said curve with chord bearing and distance of NORTH 86 degrees 51' 00" EAST 163.84 feet to the end of said curve; thence continuing 94.25 feet along the arc of a curve now running to the right having a radius of 60.00 feet and a chord bearing and distance of SOUTH 54 degrees 54' 11" EAST 84.85 feet to the end of curve at a point in the westerly right-of-way line of Teal Drive; thence with Teal Drive SOUTH 09 degrees 54' 11" EAST 404.01 feet to a point, said point also being a corner common to Lot 11 and Lot 12 of the Subdivision of land known as Carlton Business Park as shown on the above mentioned Plats; thence with line common to Lot 11 and Lot 12 SOUTH 80 degrees 36' 10" WEST 313.35 feet to a point in the rear line of the property owned by Harry M. and Ada F. Keene as recorded among the Land Records of Talbot County in Liber 596 at folio 255; thence with said rear line of Keene NORTH 84 degrees 54' 59" WEST 81.00 feet to a corner common with Keene and Lot 'B' of the Craft Farm Subdivision and the rear lines of Lot 8 of Carlton Business Park; thence with line common to Keene NORTH 75 degrees 57' 00" WEST 212.52 feet to a point at a corner common to Lot 'A' and Lot 'B' of the Craft Farm Subdivision; thence with the line of Lot 'A' and Lot 'B' of the Craft Farm Subdivision SOUTH 14 degrees 03' 00" WEST 204.96 feet to a point in the northerly line of Dover Road, said point also being the front corner common to Lot 'A' and Lot 'B' of the Craft Farm Subdivision; thence with said northerly line of Dover Road and with the front lines of Lot 'A' mentioned above NORTH 75 degrees 57' 00" WEST 212.53 feet to a corner common to the above referenced Lot 'A' and the lands of Stanley F. Ridgeway as recorded among the Land Records of Talbot County, Maryland in Liber 483 at folio 138; thence departing said Dover Road and running with line common to Lot 'A' and Ridgeway NORTH 14 degrees 03' 00" EAST 164.96 feet to a corner common to Ridgeway and Lot 4 of the herein described property; thence with said Ridgeway NORTH 75 degrees 57' 00" WEST 95.00 feet to a point in the line of Lot 1 of Carlton Business Park; thence departing Ridgeway and running with Lot 1 NORTH 13 degrees 07' 45" EAST 84.47 feet and NORTH 77 degrees 50' 02" WEST 300.00 feet to the point and place of beginning. CONTAINING 12.029 acres of land, more or less.

The foregoing description was prepared by Landform Technical Services, Inc., in October of 1990, entitled "THE SHOPPES AT EASTON DESCRIPTION OF 12.029 ACRES OF LAND TRACT 1 (a portion of Carlton Business Park) EASTON, TALBOT COUNTY, MARYLAND", and is more particularly shown as Tract 1, 12,029 acres, more or less on a plat prepared by Landform Technical Services, Inc., entitled: "RESUBDIVISION PLAT OF CARLTON BUSINESS PARK TO MERGE LOTS 2 THRU 11 AND LOTS 41 THRU 53 NOW KNOWN AS THE SHOPPES AT EASTON TOWN OF EASTON, TALBOT COUNTY, MARYLAND, Scale: 1" = 100', dated Nov. 15, 1990 and intended to be recorded simultaneously herewith (hereinafter "Resubdivision Plat"). Any discrepancies or ambiguities in the foregoing description are to be resolved by

reference to said plat which shall take priority over the description contained herein.

IT BEING a portion of Lots 2 through 11, and a portion of Canvasback Drive between Teal Drive and Elliott Road, all as shown on Plats 1 through 6 entitled: "INDEX MAP OF CARLTON BUSINESS PARK A SUBDIVISION IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND", prepared by McCrone, Inc., dated April, 1988, and recorded at MAS PC1-17A through 19AA, inclusive, among the Plat Records of Talbot County, Maryland (hereinafter "Carlton Business Park Plat") and all of Lot 'A' as shown on a Plat entitled: "FINAL CRAFT FARM SUBDIVISION LOT A AND B, TOWN OF EASTON, 1ST ELECTION DISTRICT, TALBOT COUNTY, MARYLAND, FOR DELMARVA ENTERPRISES, INC.", prepared by J. R. McCrone, Jr., Inc., dated January, 1990, and recorded among the Plat Records of Talbot County, Maryland at MAS PC1-163BB (hereinafter "Craft Farm Plat").

SUBJECT to any easements of record and notes as indicated on the aforementioned Resubdivision Plat.

TOGETHER WITH an Easement over the roadways and retained acreage of Carlton Properties, Inc., if necessary for the Wal-Mart Stores, Inc., its successors and assigns, to connect to utilities located within roadways, rights of way, and easement areas as shown on the Resubdivision Plat and the Carlton Business Park Plat.

TOGETHER WITH a Storm Drainage Easement over that piece or parcel of land designated as "STORM DRAINAGE EASEMENT 18,325 sq. ft." as shown on the aforementioned Resubdivision Plat for the purpose of servicing the herein described property with underground and/or aboveground utilities as permitted by the Town of Easton.

SUBJECT, HOWEVER, to an Easement for the benefit of that parcel of land now owned by E. D. Supply, Inc., and designated as Lot B on the aforementioned Craft Farm Plat for the right to connect sewer and water utilities.

SUBJECT, HOWEVER, to covenants, conditions and restrictions as set forth in Carlton Business Park Declaration Of Covenants Conditions And Restrictions, dated November 16, 1988, and recorded at Liber No. 660, folio 944 among the Land Records of Talbot County, Maryland, as amended by Amendment To Declaration Of Covenants, Conditions And Restrictions For Carlton Business Park, dated November 2, 1989, and recorded at Liber No. 677, folio 879 among the Land Records of Talbot County, Maryland.

EXHIBIT "B" TO
ECR AGREEMENT

INITIAL

LM
TD

LIBER 698 PAGE 498

THE SHOPPES AT EASTON
DESCRIPTION OF 14.246 ACRES OF LAND
TRACT 2
(a portion of Carlton Business Park)
LOCATED AT ELLIOTT DRIVE AND TEAL DRIVE
EASTON, TALBOT COUNTY, MARYLAND

COMMENCING at a point located in the easterly right-of-way line of Elliott Drive (60 feet wide); said point also being a corner common to Lot 1 and Lot 2 of the Subdivision of land known as Carlton Business Park and as shown on Plats 1 through 6 prepared in April 1988 by McCrone, Inc.; THENCE with the easterly line of Elliott Road with meridian reference to Town of Easton Grid North;

NORTH 12° 09' 58" EAST 364.00 feet to the TRUE PLACE OF BEGINNING;

THENCE continuing with said line of Elliott Road NORTH 12° 09' 58" EAST 723.78 feet to the beginning of a curve at the intersection of Elliott Road with Teal Drive; thence 94.25 feet along the arc of a curve to the right having a radius of 60.00 feet and a chord bearing and distance of NORTH 57° 09' 58" EAST 84.85 feet to the end of curve in the southerly right-of-way line of Teal Drive (60-foot wide); thence with said southerly line of Teal Drive SOUTH 77° 50' 02" EAST 312.10 feet to the beginning of a curve; thence 668.45 feet along the arc of a curve to the right having a radius of 563.80 feet and a chord bearing and distance of SOUTH 43° 52' 07" EAST 629.98 feet to the end of curve in said right-of-way line of Teal Drive; thence continuing with Teal Drive SOUTH 09° 54' 11" EAST 386.12 feet to a point in Teal Drive; thence departing Teal Drive with new line of division 94.25 feet along the arc of a curve to the left having a radius of 60.00 feet and a chord bearing and distance of NORTH 54° 54' 11" WEST 84.85 feet to the end of curve; thence continuing with a curve to the right having a radius of 696.64 feet; thence 164.22 feet along the arc of said curve with chord bearing and distance of SOUTH 86° 51' 00" WEST 163.84 feet to the end of said curve; thence SOUTH 12° 09' 58" WEST 65.93 feet to a point; thence NORTH 77° 50' 02" WEST 148.00 feet to a point; thence NORTH 12° 09' 58" EAST 78.17 feet to a point; thence NORTH 77° 50' 02" WEST 429.44 feet to a point; thence SOUTH 40° 07' 08" WEST 30.00 feet to a point; thence NORTH 77° 50' 02" WEST 30.00 feet to a point; thence SOUTH 12° 09' 58" WEST 19.50 feet to a point; thence 47.12 feet along an arc of a curve to the left having a radius of 30.00 feet and a chord bearing and distance of NORTH 32° 50' 02" WEST 42.43 feet; thence SOUTH 77° 50' 02" EAST 92.00 feet; thence 94.25 feet along an arc of a curve to the left having a radius of 60.00 feet and a chord bearing and distance of SOUTH 57° 09' 58" WEST 84.85 feet to the point of beginning.

CONTAINING 14.246 acres of land herein described by Landform Technical Services, Inc. in October of 1990.

BEING a portion of Lots 41 through 53; and portion of Canvasback Drive between Teal Drive and Elliott Road, all as shown on a Plat of Subdivision of land known as Carlton Business Park shown on Plats 1 through 6.

SUBJECT to any easements of record and notes as indicated on a Plat of Subdivision of land known as Carlton Business Park shown on Plats 1 through 6.

EXHIBIT "C-1" TO ECR

INITIAL

THE SHOPPES AT EASTON
DESCRIPTION OF 0.826 ACRES OF LAND
TRACT 3R
(a portion of Carlton Business Park)
EASTON, TALBOT COUNTY, MARYLAND

COMMENCING at a point located in the easterly right-of-way line of Elliott Drive (60 feet wide); said point also being a corner common to Lot 1 and Lot 2 of the Subdivision of land known as Carlton Business Park and as shown on Plats 1 through 6 prepared in April 1988 by McCrone, Inc.; THENCE with the easterly line of Elliott Road with meridian reference to Town of Easton Grid North;

NORTH 12° 09' 58" EAST 364.00 feet to the TRUE PLACE OF BEGINNING;

THENCE 94.25 feet along an arc of a curve to the right having a radius of 60.00 feet and a chord bearing and distance of NORTH 57° 09' 58" EAST 84.85 feet; thence SOUTH 77° 50' 02" EAST 92.00 feet; thence 47.12 feet along an arc of a curve to the right having a radius of 30.00 feet and a chord bearing and distance of SOUTH 32° 50' 02" EAST 42.43 feet; thence SOUTH 12° 09' 58" WEST 173.00 feet; thence NORTH 77° 50' 02" WEST 182.00 feet; thence NORTH 12° 09' 58" EAST 143.00 feet to the point and place of beginning.

CONTAINING 0.826 acres of land herein described by Landform Technical Services, Inc. in October of 1990.

BEING a portion of Lot 3; and a portion of Canvasback Drive between Teal Drive and Elliott Road, all as shown on a Plat of Subdivision of land known as Carlton Business Park shown on Plats 1 through 6.

SUBJECT to any easements of record and notes as indicated on a Plat of Subdivision of land known as Carlton Business Park shown on Plats 1 through 6.

EXHIBIT "C-2" TO ECR

INITIAL

~~SM~~
~~IM~~
~~SM~~

LIBER 698 PAGE 500



Mae Hauschel

successfully completed

**Sunburst Pharm | Maryland Responsible
Vendor Training | 2025**

Ongoing
Education Hours

on November 20 2024



Certificate # 0fd714fd327dbe9c



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

December 30, 2024

Driller Ventures, LLC
% Anthony Kupersmith, *Esq.*
100 N. West Street
Easton, Maryland 21601

Re: BOZA Application SE-1364 / SE 25-01
8171 Elliott Road
Tax Map 034, Grid 015, Parcel 029, Lot 152
Easton, Maryland 21601

Mr. Kupersmith,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on ***Tuesday, January 21, 2025 at 9:00 A. M.*** in the Chambers of the Mayor and Council of Easton. You should appear at the above time and place, together with any witnesses you may care to present and be prepared to submit evidence, which will establish:

1. the proposed use conforms in all aspects to minimum requirements of the district in which it is located;
2. the proposed use is not adversely affecting the health, safety, and general welfare of residents of the area;
3. the proposed use will not interfere with the adequate and orderly provision of public facilities necessary to service the area or the proposed special exception;
4. the proposed use will not create congestion in the streets or undue traffic hazards, and that adequate egress and ingress are provided;
5. the proposed use will not adversely affect the area and surrounding property due to adverse environmental characteristics including undue smoke, odor, noise, improper drainage, or inadequate access;
6. the proposed use will not adversely affect the established character of the area;

Mr. Anthony Kupersmith

December 30, 2024

Page 2

7. the proposed use shall be in conformity with the provisions of the Easton Comprehensive Plan including those provisions of the Comprehensive Plan relating to design and performance standards for the development or redevelopment of land. In addition to the criteria set forth elsewhere herein when considering an application for additional principal uses upon an approved lot, the proposed additional uses shall be compatible and complementary to uses customarily found near or in conjunction with one another. This provision may not be used to permit shopping centers which are governed by other provisions of this Ordinance.

NOTE: In the event your application pending before the Easton Board of Zoning Appeals requires a recommendation to the Board from the Easton Planning and Zoning Commission, the Appeals Board will not hear your application until it is in receipt of the Planning and Zoning Commission's recommendation. It is your responsibility to see that the recommendation required is before the Board of Zoning Appeals before any evidence is heard.

If there are any restrictions attached to the deed of the property subject to this application, please advise the Board thereof.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist

Planning and Zoning Department

410-822-1943 ssmith@eastonMD.gov



TOWN OF EASTON

14 South Harrison Street
Easton, Maryland 21601

January 6, 2025

Dear Resident,

The Town of Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, January 21, 2025 at 9:00 a.m.** in the Easton Town Council Chambers located on the second floor of 14 South Harrison Street. The Town of Easton Zoning Ordinance requires that owners of property located within 400 feet of a parcel on which certain types of applications are pending be given notice of upcoming meetings or hearings. If you are a tenant in or an owner of a multi-unit building, please distribute or post this notice in a visible location for all other tenants or owners to view. If you are a tenant of a rental property, please notify the property owner that this notice letter has been distributed to their property. Notice has also been sent to the Star Democrat, a sign has been posted at the subject property and the hearing agenda has been posted on the Town of Easton website: <http://eastonmd.gov/>.

This letter is sent to inform you that Application SE-1364 / SE 25-01 has been filed by Anthony P. Kupersmith, Esq. on behalf of Driller Ventures, LLC, pursuant to Section 28-1303.5.B of the Town of Easton Zoning Ordinance to obtain a Special Exception for use (6) 603.1 in Table 2.1 of Section 28-201 to be utilized as a Cannabis Dispensary* in the CG - Commercial General Zoning District. The property is located at 8171 Elliott Road, Easton, Maryland, also known as Tax Map 0109, Grid 00EA, Parcel 4582, Lot 3-R, and is situated in the CG – Commercial General District. The property is owned by Bristoll Elliott LLC.

Copies of the proposed application are on file and available for public review in the Town's Planning Office at 14 South Harrison Street between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. **In addition, digital copies will be available for review one week prior to the scheduled meeting via the Town's website at <https://www.eastonmd.gov/129/Agendas-Minutes>.** If you have any questions regarding this application, please contact the Planning Office at (410) 822-1943 or via email at ssmith@eastonMD.gov.

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov



Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - January 3, 2025.

NOTICE

Notice is hereby given that Application SE- 1364 / SE 25-01 has been filed by Anthony P. Kupersmith, *Esq.* on behalf of Driller Ventures, LLC, pursuant to Section 28-1303.5.B of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Special Exception for use (6) 603.1 in Table 2.1 of Section 28-201 to be utilized as a Cannabis Dispensary* in the CG - Commercial General Zoning District. The property is located at 8171 Elliott Road, Easton, Maryland, also known as Tax Map 0109, Grid 00EA, Parcel 4582, Lot 3-R, and is situated in the CG – Commercial General District. The property is owned by Bristol Elliott LLC.

A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, January 21, 2025 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

TOWN OF EASTON BOARD OF ZONING APPEALS

Notice to Star Democrat: Please publish as indicated above and send Certificate of Publication to Planning and Zoning, Town of Easton, P.O. Box 520, Easton, Maryland 21601, prior to date of hearing.

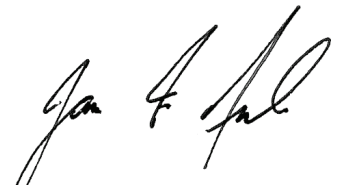
29088 Airpark Drive
Easton, MD 21601

CERTIFICATE OF PUBLICATION

STATE OF : MARYLAND
COUNTY OF: Talbot County

This is to certify that the annexed legal advertisement has been published in the publications and insertions listed below. "Application SE- 1364 / SE 25-01..." was published in the:

The Star Democrat 01/04/25



James F. Normandin
President & Publisher

NOTICE

Notice is hereby given that Application SE-1364 / SE 25-01 has been filed by Anthony P. Kupersmith, Esq. on behalf of Driller Ventures, LLC, pursuant to Section 28-1303.5.B of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Special Exception for use (6) 603.1 in Table 2.1 of Section 28-201 to be utilized as a Cannabis Dispensary* in the CG - Commercial General Zoning District. The property is located at 8171 Elliott Road, Easton, Maryland, also known as Tax Map 0109, Grid 00EA, Parcel 4582, Lot 3-R, and is situated in the CG – Commercial General District. The property is owned by Bristoll Elliott LLC.

A copy of the application may be inspected during normal business hours in the Department of Planning and Zoning. The undersigned Board will hold a public hearing with respect to said application on Tuesday, January 21, 2025 at 9:00 A.M. in the Town Council Chambers, second floor, located at 14 S. Harrison Street. All interested parties are invited to attend. Please continue to check our website at <https://eastonmd.gov/129/Agendas-Minutes> for agenda updates.

TOWN OF EASTON BOARD OF ZONING APPEALS

3070662 SD

1/4/2025



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601

December 19, 2024

BGFY, LLC
% Zachary A. Smith, *Esq.*
114 Bay Street, Building C
Easton, Maryland 21601

Re: BOZA Application SE - 1346 / SE 24 - 09
8223 Elliott Road
Tax Map 0109, Parcel 4582, Lot 3
Easton, Maryland 21601

Mr. Smith,

At their regularly scheduled meeting on December 17, 2024, the Town of Easton Board of Zoning Appeals (Board) heard Special Exception application SE - 1346 / SE 24 - 09 for a Cannabis Dispensary* Use in the CG - Commercial General District.

At the conclusion of the hearing, the Board voted (3-0) to approve the Special Exception request subject to the following conditions:

1. Prior to the issuance of an occupancy permit, the Applicant shall provide the Town with an up-to-date local contact person (based in Talbot County) who shall be available and authorized to respond to complaints concerning any operational issues associated with the dispensary.
2. Prior to the issuance of an occupancy permit, the Applicant shall provide certification by a Professional Engineer, Certified Industrial Hygienist, or other equivalently qualified professional that the proposed odor control measures will effectively eliminate outdoor odors for all odor sources.
3. The cannabis dispensary shall not be open to the public prior to 9:00 a.m. or after 9:00 p.m. Operations not involving the public, such as stocking of shelves, completion of booking, etc., may occur outside this window.
4. Prior to the issuance of a building permit, a subdivision plat shall be recorded. The newly created lot upon which the cannabis dispensary will operate must meet the minimum

separation requirements for cannabis dispensaries found in Section 28-1007.2.A.18 of the Town of Easton Zoning Code. Such lot shall contain at a minimum, nineteen (19) off-street parking spaces.

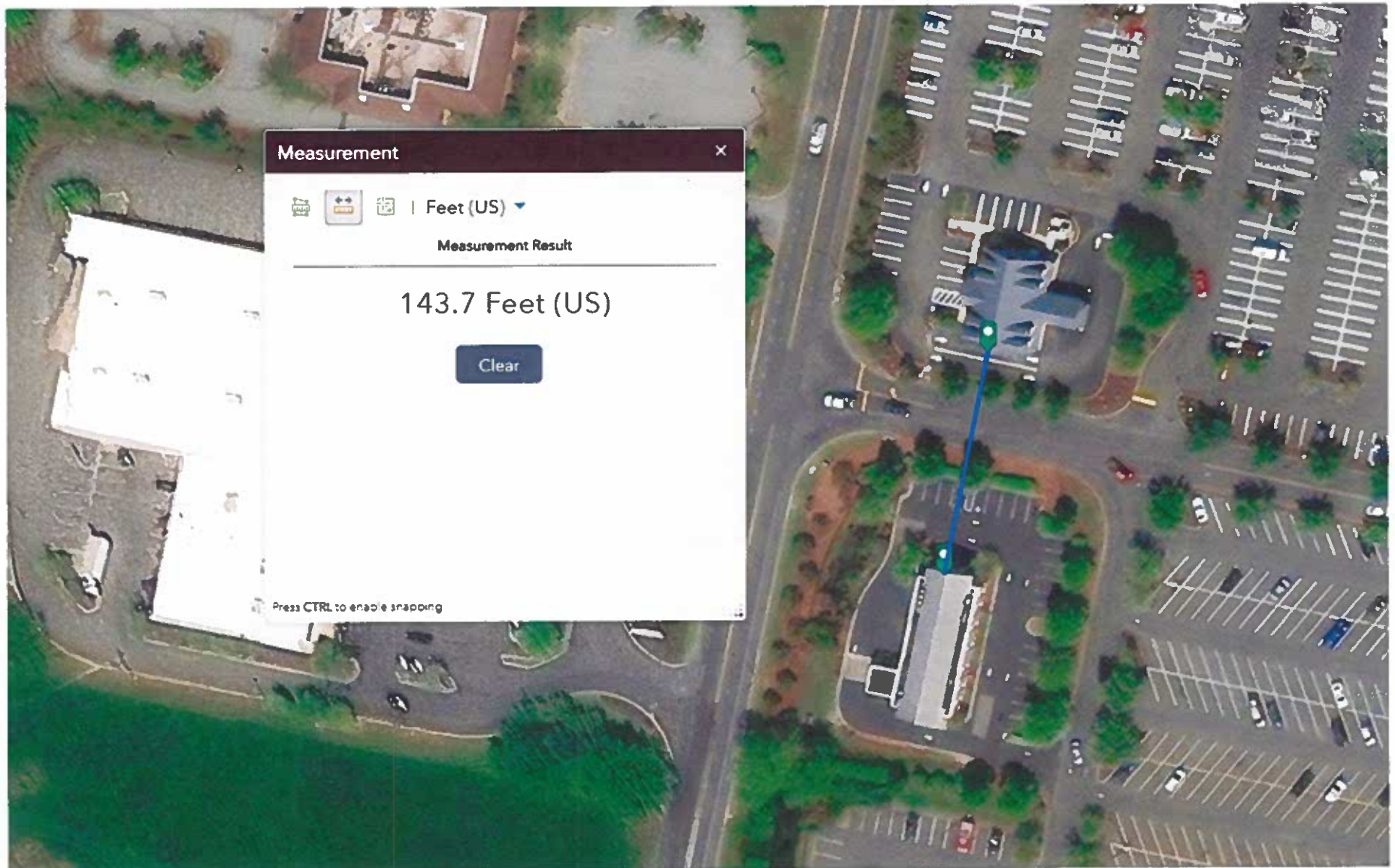
5. Any subsequent change in ownership, tenancy, or operation shall require a new application and approval for the continuation of the Special Exception use.
6. The Applicant shall obtain a Certificate of Occupancy within two (2) years from the date the Special Exception is granted. Failure to obtain a Certificate of Occupancy by December 17, 2026 shall void this approval.

You will receive a written decision from the Board detailing the above. Any person or persons, or any board, taxpayer, or department of the Town aggrieved by any decision of the Board of Zoning Appeals may seek review by the Circuit Court of such decision, in the manner provided by the laws of Maryland and particularly by the Land Use Article, Annotated Code of Maryland and Title 7, Chapter 200 of the Maryland Rules of Procedure. Should you have questions concerning the above conditions, please contact this office at 410-822-1943.


Sincerely,

Samantha N. Smith

Samantha N. Smith, Administrative Specialist
Planning & Zoning Department
410-822-1943 ssmith@eastonMD.gov



Measurement ✕

 | Feet (US) ▾

Measurement Result

143.7 Feet (US)

Clear

Press CTRL to enable snapping