



## Board of Zoning Appeals MEETING AGENDA

Tuesday, April 15, 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 February 18, 2025 meeting.

3. **Applications**

- a. **Application:** V - 1410 / V 25 - 02  
**Applicant:** Lane Engineering LLC  
c/o Brittany Wallace  
**Location:** 29434 Dutchman's Lane (Four Seasons)  
Tax Map 0107, Grid 00EA, Parcel 2778  
**Zoning District:** R-10A  
**Request:** Variance request pursuant to Section 2-1303.5 C of the Town of Easton Zoning Ordinance from Section 28-1101.7.B.5, the maximum number of freestanding signs identifying a subdivision, multifamily or Planned Development (PR, PUD, or HC) project.

The Applicant is seeking to install a second freestanding monument sign at the entrance of the subdivision in order to improve signage visibility to eastbound and westbound travelers on Dutchman's Lane.

- b. **Application:** V - 1421/ V 25 - 03  
**Applicant:** Beverly Rohman  
**Location:** 28708 Hope Circle  
Tax Map 0116, Grid 0004, Parcel 0282  
**Zoning District:** PUD  
**Request:** Variance request pursuant to Section 2-1303.5 C of the Town of Easton Zoning

Ordinance from Section 28 - 1006.D.1, the maximum permitted height of four (4) feet for fences, walls, and hedges above the elevation of the surface of the ground in any front yard.

The Applicant is seeking to construct a 66" tall fence with an additional 18" of lattice.

**4. Discussion Item**

**5. Adjournment**



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

Tuesday, February 18, 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:

- Peter Cotter, *Esq.* Chairman
- Gary Molchan, Vice Chairman
- Zakary A. Krebeck

**Absent:**

Board Members:

- Paul Weber, Alternate

Staff:

- Miguel Salinas, Planning and Zoning Director
- Lynn B. Thomas AICP, Town Planner - Long Range
- Joseph Mayer, Plan Reviewer
- Nicholas Johnson AICP, Town Planner - Current
- Sharon Van Emburgh, *Esq.* Town Attorney
- Aaron Cooper, *Esq.* Legal Associate
- 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 to approve the January 21, 2025 Decision Summary.  
Chairman Cotter seconded the motion.**

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

**3. Applications** —

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  
100

**a. File No.:** SE - 1377 / SE 25 - 02 and V - 1377 / V 25 - 01

**Applicant:** Alan and Meredith Girard

**Location:** 311 August Street, Easton, MD 21601  
Tax Map 0103, Grid 00EA, Parcel 0174

**Zoning:** R-7A

**Request:** The Applicant is requesting a Special Exception pursuant to Section 28-201 of the Zoning Code (*Table 2.1 (1) (101)*) to be utilized as an Accessory Dwelling Unit\* in the R-7A zoning district; and a Variance from Section 28-302.2.C.3, the minimum 8’ side setback for all uses and structures in the R-7A zoning district. The Applicant is seeking to construct a new two-story garage with a second floor accessory dwelling unit within the footprint of a detached garage that was destroyed by a fire in December 2024.

**Background:** According to Town record, a historic outbuilding was once located directly at the intersection of Locust Street and Powells Alley. In February 2004, the Historic District Commission approved the demolition of this outbuilding, and the construction of a 30’ x 24’ garage.

Staff recommends the following conditions:

1. The Applicant shall obtain a rental housing license if the new dwelling unit is to be rented.
2. The Applicant shall demonstrate during the building permit review process that one (1) additional off-street parking space is being provided. This parking space must meet the minimum dimensions found in Table 10.1 of the Zoning Ordinance, and be constructed of a material that is dust free and resistant to erosion.
3. The Applicant shall obtain a Certificate of Appropriateness from the Historic District Commission.
4. Construction shall begin within two (2) years after the date the Special Exception is granted.

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

**Applicant Presentation:**  
Alan and Meredith Girard

**Public Comment** — None

**Public Comment Written:**  
Wendy D. Faxon and James D. Shemro, 312 Goldsborough Street

101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142

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

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

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

- 1. The Applicant shall obtain a rental housing license if the new dwelling is to be rented.**
- 2. Prior to the issuance of a building permit, the Applicant shall demonstrate that one (1) additional off-street parking space will be provided. This parking space must meet the minimum dimensions found in Table 10.1 of the Zoning Ordinance, and shall be constructed of a material that is dust free and resistant to erosion.**
- 3. The Applicant shall obtain a Certificate of Appropriateness (COA) from the Town of Easton Historic District Commission.**
- 4. Construction shall begin within two (2) years after the date that the Special Exception is granted.**

**Board Member Krebeck seconded the motion.**

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

- 4. Discussion Item — None**
- 5. Adjournment — Chairman Cotter motioned to adjourn. Vice Chairman Molchan seconded. The meeting was adjourned at 9:23 a.m.**



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

**EXHIBIT SUMMARY**  
**for 29434 DUTCHMANS LANE**  
**V - 1410 / V 24 - 02**  
**2024-04-15**

**Applicant notified of hearing date:** Email: 2025-03-28 – 18 days

**Exhibit A:** Staff Report: 2025-04-08 – 7 days

**Exhibit B:** Application

**Application:** 2025-02-27 – 47 days  
Variance Request Cover Letter  
Variance Application V - 1410  
Owner Authorization Letter (Brookfield Holdings LLC)  
Sign Variance Exhibit  
Sign Drawings  
August 2024 Recorded Deed  
August 2024 PWA and Covenants  
August 2024 SWM Agreement and Covenants

**Proof of Payment:** 2025-03-25 – 21 days

**Exhibit C:** Notices

**Applicant Hearing Letter:** 2025-03-28 – 18 days

**400' Notices Distributed:** 2025-03-28 – 18 days

**Picture of Property Sign Posting:** 2025-03-31 – 15 days

**Exhibit D:** Public Advertisement

**Advertisement sent to the Star Democrat:** 2025-03-26 – 20 days

**Advertisement run in Star Democrat:** 2025-03-29 – 17 days

Star Democrat Proof

Certificate of Publication

# 3a

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

**SUBJECT:** VARIANCE-1410

**ELECTION WARD:** Ward 2

**CRITICAL ACTION DATE:** At the pleasure of the Board.

**STAFF CONTACTS:** Nicholas Johnson, AICP – Town Planner  
Miguel Salinas - Director of Planning and Zoning

**APPLICANT:** Lane Engineering LLC on behalf of Brookfield Holdings  
Easton LLC

**PURPOSE:** The applicant is seeking a variance from §28-1101.7.B.5 of the Town’s Zoning Ordinance to construct two (2) freestanding signs identifying a subdivision. Each proposed sign measures approximately nine (9) square feet in area and is affixed to a decorative wall spanning forty (40) feet in length and rising ten (10) feet in height.

**RECOMMENDATION:**  
Staff supports a Board **denial** of the variance request based on staff’s draft findings.

<b>APPLICATION INFORMATION:</b>	
<b>APPLICANT:</b> Lane Engineering LLC 117 Bay Street Easton MD, 21601	<b>REPRESENTATIVE:</b> Brittany Wallace, P.E.
<b>PARCELS/ACREAGE:</b>	
Parcel Information	Acreage
Map 107, Parcel 2778	100.205

<b>ACCEPTANCE DATE:</b> March 24, 2025	<b>LOCATION:</b> 29434 Dutchman's Lane
<b>EXISTING ZONING</b> R-10A	<b>EXISTING LAND USE:</b> Residential
<b>HISTORIC DISTRICT:</b> No	<b>FUTURE LAND USE:</b> Residential

**CONTEXT:**

Location/Site Access – The subject property is located on Dutchman's Lane east of the Ocean Gateway intersection. The proposed signs will be located at the intersection of Dutchman's Lane and a future road that will be known as Four Seasons Boulevard.

Existing Conditions/Background – A 252-lot residential subdivision is currently under construction on this property (See Figure 1). Site work is progressing on Phase 1, which will consist of 140 single-family homes, 10.5 acres of dedicated open space, stormwater management infrastructure, and a network of internal public streets. The Town's Planning Commission approved the project's sketch plat and architectural designs on September 15, 2022.



Surrounding Properties –

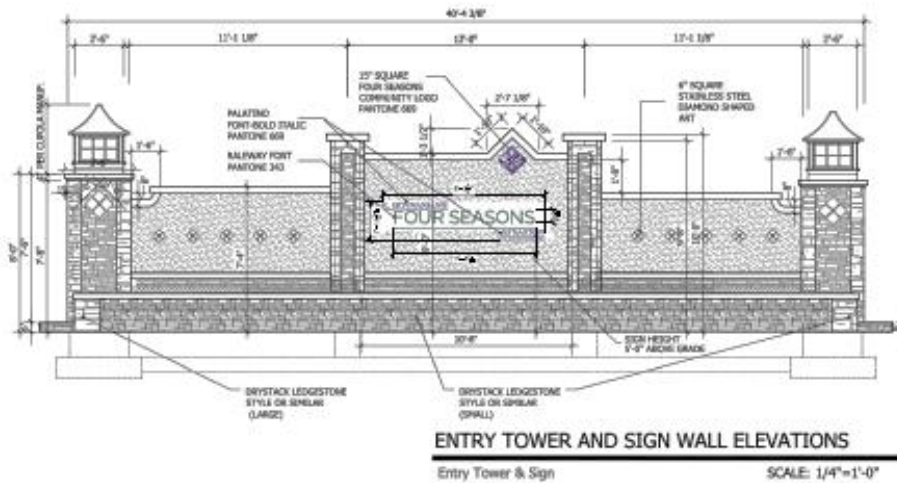
	<b>Land Use</b>	<b>Zoning District(s)</b>	<b>Future Planned Land Use</b>
<b>West</b>	Vacant	R-10A	Residential

<b>North</b>	Agriculture	County (Priority 2 for Annexation)	Residential
<b>East</b>	Agriculture	County (Priority 2 for Annexation)	Residential
<b>South</b>	Residential	County (Priority 1 for Annexation)	Residential



Figure 2: Vicinity Map

**PROPOSAL:** The applicant is proposing to install two (2) freestanding signs identifying the new Four Seasons subdivision. Each proposed sign measures approximately nine (9) square feet in area and is affixed to a decorative wall spanning forty (40) feet in length and rising ten (10) feet in height. The two signs and decorative walls will be located alongside the newly constructed Four Seasons Boulevard and will be setback eleven (11) feet from the front property line and twenty-three (23) feet from the right-of-way of Four Seasons Boulevard.



The requirements for freestanding signage identifying a residential subdivisions are found in §28-1101.7.B.5 of the Zoning Ordinance which states:

*“No more than one (1) freestanding sign identifying a subdivision, multifamily or Planned Development (PR, PUD, or HC) project. Such sign shall not exceed fifty (50) square feet in area or ten (10) feet in height. The location of such sign shall be indicated on required site plans or subdivision plats.”*

Staff notes that both the proposed signs are depicted on the approved Site Improvement Plans. The need for a variance in order to actually construct both signs is noted on these approved plans on Sheet G-102 under the project notes section.

**POLICY ANALYSIS (VARIANCE):**

- a. Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

**Analysis** – The proposed signs are modest in size, each measuring just nine (9) square feet in area. By comparison, the Zoning Ordinance allows a single sign of up to 50 square feet by right for this property. Even when combined, the two signs remain well below the maximum allowable size for the subdivision. The ordinance aims to prevent signage that is overly large or overly concentrated, and these signs align with that intent. Additionally, the nearby Easton Club East subdivision features three (3) monument signs, demonstrating that allowing two monument signs is consistent with the character of the area. Furthermore, both signs are positioned entirely outside the required visibility triangle, ensuring they do not obstruct sightlines at the intersection.

- b. Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

**Analysis** – This property lacks any unique characteristics that would justify the need for a second monument sign. With only one entrance into the subdivision via Four Seasons Boulevard, multiple signs are unnecessary to provide identification at multiple access points. Additionally, nothing prevents the applicant from constructing both wall structures while limiting signage to a single sign of up to fifty (50) square feet, as permitted by right. Denial of the variance would not create any practical difficulty, as the subdivision will remain easily visible from Dutchman’s Lane even with just one monument sign.

**DRAFT MOTIONS:**

1. I move that the Board of Zoning Appeals **deny** Variance 1410 based on the staff’s findings.

OR

2. I move that the Board of Zoning Appeals approve Variance 1410 as submitted.

OR

3. I move an alternate motion.

# Lane Engineering, LLC

Established 1986

Civil Engineering • Land Planning • Land Surveying • Environmental • Marine

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

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

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

February 26, 2025

Town of Easton Board of Zoning Appeals  
c/o Engineering, Planning and Zoning Department  
14 South Harrison Street  
Easton, MD 21601

Subject: Sign Variance Request – Four Seasons  
Tax Map 107, Parcel 2778, 29434 Dutchman’s Lane, Easton

Dear Board of Zoning Appeals Members,

This narrative is written to request your approval of a Sign Variance application for Four Seasons (applicant). The applicant has received site plan approval for a 252-home subdivision on the subject parcel and has begun construction on roads and infrastructure. They are seeking a variance on signage code to construct community monument signs at the entrance to the subdivision where it intersects Dutchman’s Lane.

Per the Town of Easton Zoning Ordinance, Article IX Section 28-1101.7 (B) 5, one freestanding sign identifying a subdivision, multifamily or planned development project is permitted. The applicant specifically and respectfully requests your approval of a second freestanding sign, one sign each to be located on either side of Four Seasons Blvd, at the intersection of Dutchman’s Lane, which would allow visible signage to both eastbound and westbound travelers on Dutchman’s Lane.

Per the Town of Easton Zoning Ordinance, Section 28– 1303.5 (C) 4; the following principles are to be considered towards rendering a decision:

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;*



www.leinc.com  
general@leinc.com

- *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*

It is in the public's interest to grant the application, as it will allow both eastbound and westbound travelers to readily identify the subdivision. Residents and visitors of the subdivision will be able to clearly locate the entrance to the subdivision in all driving conditions. In addition, having a balanced, symmetrical presentation with two signs creates a grander entrance, promoting property values and marketability, which encourages economic growth for the Town.

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

Under current zoning, a request for one of the proposed signs would be in accordance with zoning requirements for this project. The two proposed signs are identical, and as such, are inherently in harmony with the ordinance.

*3) Describe how the proposed variance will not be harmful to the neighborhood or endanger public safety, health, or welfare.*

The proposed signage is very similar in style and construction with the signage identifying other subdivisions in the area. The exterior appearance of the signage has been designed such that it is in harmony with the surrounding environment and neighborhood, and the scale of the signage corresponds to the scale of the subdivision it represents. Likewise, a lack of signage on both sides of the entrance to Four Seasons Blvd. would be detrimental to the neighborhood and applicant because of the lack of other identifying features at the entrance and the impeded view of the entrance from Dutchman's Lane. In addition the signs are set back from the intersection sight lines, so it does not interfere with the intersection and driver visibility entering Dutchman's Lane.

*4) What conditions are peculiar to the property? (ie, an unusual or extraordinary circumstance regarding your property that warrants a variance being granted).*

There is a 65' wide reserved open space area parallel to Dutchman's Lane and between Dutchman's Lane and the subdivision. This open space area exists on both sides of the entrance to Four Season's Blvd. and will be vegetated, potentially blocking the view of the subdivision from Dutchman's Lane. This means that the entrance to Four Season's Blvd. will only be visible from a short distance away when traveling either direction on Dutchman's Lane. The proposed signs will help mitigate this visibility issue by enhancing the prominence of the entrance to the community while traveling down Dutchman's Lane.

The existing vegetation within the 65'-wide open space area that will be preserved can be seen in the image below, demonstrating how the entrance's visibility would be reduced to drivers without prominent signage.



5) *Did you (the applicant) take any action that resulted in the need for a variance to be granted?*

No actions on the applicants part directly resulted in the need for a variance.

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.*

Community entrance signs are one of the most important aesthetic features of a neighborhood, and the monument signs we have proposed create a positive first impression of the community. Their design presents the quality and character that is synonymous with the K Hovnanian's Four Seasons brand and sets the tone for the upscale yet friendly and inviting community we are building. Four Seasons is an age-restricted 55+ community that promotes a resort-like active lifestyle community complete with lifestyle coordinators who plan community events, fitness classes, clubs, etc. for the residents. With multiple residential subdivisions on the same street, these monument signs serve as a clear visual identifier for the Four Seasons community, enhance the overall aesthetic of the neighborhood, and will serve to measurably increase property values for residents by reflecting the identity, pride, maintenance standards, and stability of the neighborhood. Allowing a sign on both sides of the entrance will reduce confusion and aid emergency services, delivery personnel, and visitors in locating the neighborhood from either direction. Clear signage on both sides of the entrance can help prevent lost or confused visitors, which can reduce the risk of accidents or other safety incidents.

On behalf of Four Seasons, we submit that the proposed addition of a second freestanding sign is an appropriate request, and that the above principles, as discussed, support the granting of a variance. We respectfully request your approval of this application.

Sincerely,

LANE ENGINEERING, LLC

Brittany Wallace, P.E.



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

RECEIVED  
 FEB 27 2025  
 TOWN OF EASTON

**BOARD OF ZONING APPEALS APPLICATION**

**APPLICATION TYPE**

VARIANCE       APPEAL       SPECIAL EXCEPTION

**PROPERTY INFORMATION**

ADDRESS	29434 Dutchman's Lane, Easton 21601				
TAX MAP	107	GRID	EA	PARCEL	2778
DEED REFERENCE	LIBER	3132	FOLIO	311	LOT
PLAT REFERENCE	LIBER	92	FOLIO	106	
EXISTING USE	Under construction (Residential subdivision)				
ZONING DISTRICT	R-10A (Residential)				

HISTORIC DISTRICT Y  N       Planned Redevelopment District Y  N

**OWNER**

NAME	Brookfield Holdings Easton LLC	
MAILING ADDRESS	250 Vesey Street 15th Floor, New York NY 10281	
TELEPHONE NO.	240-375-4335	EMAIL miron@khov.com

**APPLICANT OR AGENT**

NAME	Lane Engineering LLC C/O Brittany Wallace	
MAILING ADDRESS	117 Bay Street, Easton MD 21601	
TELEPHONE NO.	410-822-8003	EMAIL bwallace@leinc.com

**Surveyor / Engineer**

NAME	Lane Engineering LLC C/O Brittany Wallace	
License Number and Expiration	60891 04/13/2027	
MAILING ADDRESS	117 Bay Street, Easton MD 21601	
TELEPHONE NO.	410-822-8003	EMAIL bwallace@leinc.com

**REQUEST DETAILS**

SUBJECT TO PREVIOUS BOZA APPLICATION Y  N

ZONING ORDINANCE SECTION

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	<i>B.W. Wallace</i>	
Date	2/26/25	
PRINTED NAME OF APPLICANT OR AGENT	Brittany Wallace	

*For Office Use Only*

Project Number	<b>V 25 - 02</b>	Fee Received	<b>\$250.00</b>
Application Number	<b>V - 1410</b>	Application Notification	<b>03/28/2025</b>
Filing Date	<b>02/27/2025</b>	Property Posting Date	<b>03/31/2025</b>
BOZA Hearing Date	<b>04/15/2025</b>	Notice(s) Published	<b>03/29/2025</b>
If ESDR, Date	-		

*Revised 11-2023*



## 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	Y	
Survey plat, site plan, or other accurate drawings, drawn to scale, to include at a minimum the items listed below.	Y	
<ul style="list-style-type: none"> <li>• Property boundaries and dimensions</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Locations and dimensions of all existing and proposed structures and their locations measured from the nearest property lines</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Setbacks from property lines</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Adjoining roads</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Accurate illustration of the requested variance</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Scale Bar</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Established easements</li> </ul>	Y	
<ul style="list-style-type: none"> <li>• Perennial and intermittent streams</li> </ul>		N/A
<ul style="list-style-type: none"> <li>• Tidal and non-tidal wetlands</li> </ul>		N/A
<ul style="list-style-type: none"> <li>• Critical Area and 100-foot shoreline buffer boundary</li> </ul>		N/A
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	Y	

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	Y	
A copy of the deed conveying present ownership of the property	Y	
A copy of any covenants or restrictions on the property recorded among the Land Records of Talbot County	Y	
Additional documents, records, and exhibits that the applicant intends to introduce or rely upon at the public hearing	Y	
Written responses to all the Board's required consideration of the principles relevant to the request (see attached)	Y	

---

### 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.

**Brookfield**

Brookfield Asset Management  
Brookfield Place  
250 Vesey Street  
New York, NY 10281-1023

Tel 212.417.7000  
Fax 212.417.7292  
www.brookfield.com

February 19, 2025

Ryan Heckler  
Building Inspectin Division  
Town of Easton  
14 South Harrison Street  
Easton, MD 21601

Brookfield Holdings (Easton) LLC, a Delaware limited liability company ("**Owner**"), as owner of that certain property commonly known as Four Seasons at Easton, located in the Town of Easton, Maryland (the "**Property**"), hereby authorizes Mike Irons and Fred Fochtman of K. Hovnanian Homes of Maryland, LLC, a Delaware limited liability company (the "**Authorized Agents**"), so long as the Authorized Agents are employed by K. Hovnanian Homes of Maryland, LLC, to act on its behalf solely for the purpose of obtaining all permits and approvals for the development of the Property and to execute only any and all applications in connection therewith (the "**Applications**"). Any and all acts with respect to the Applications consistent with the authority granted herein carried out by the Authorized Agents on Owner's behalf prior to the revocation of the authority granted herein shall have the same effect as acts of Owner.

This authorization is valid until further written notice from Owner.

Thank you for your attention to this matter.

Sincerely,

Brookfield Holdings (Easton) LLC,  
a Delaware limited liability company

By: Matthew Caldwell  
Matthew Caldwell, Authorized Signatory

STATE Arizona )  
County Maricopa ) ss.

The foregoing instrument was acknowledged before me this day of February 19, 202<sup>5</sup>, by Matthew Caldwell, Authorized Signatory, ~~Troy Wahlberg~~, the Vice President of BROOKFIELD HOLDINGS (EGRET) LLC, a Delaware limited liability company, for and on behalf thereof. Easton

*Heather Anne Hawkins*

Notary Public

(Seal)





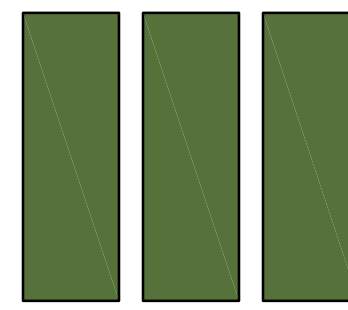


NO.	REVISION	DATE
1	PERMIT SET	06/20/2024

**1108-155 K. HOVNANIAN  
 FOUR SEASONS @ EASTON ENTRY FEATURES**  
TALBOT, MARYLAND

# FOUR SEASONS @ EASTON ENTRY FEATURES

## TALBOT, MARYLAND



**THE MARTIN ARCHITECTURAL GROUP, P.C.**  
 Philadelphia, Pennsylvania

**PERMIT SET**  
 June 20, 2024

SHEET INDEX				FOUR SEASONS @ HATTERAS HILLS ENTRY FEATURES			
ARCHITECTURAL:		THE MARTIN ARCHITECTURAL GROUP		PERMIT SET		03/25/24	
SHT. No.	DESCRIPTION						
A0.00	COVER SHEET						
A1.00	ENTRY FEATURE						
A2.00	SIGN WALL & TOWER						
ELECTRICAL/PLUMBING:		SCOT ENGINEERING					
SHT. No.	DESCRIPTION						
E-1	ELECTRICAL NOTES						
E-2	ELECTRICAL PLANS						

OWNER: KHOVNANIAN HOMES  
 2499 SOUTH DUPONT BLVD SUITE G  
 SMYRNA, DELAWARE 08837  
 (732)-623-6786

ARCHITECT: THE MARTIN ARCHITECTURAL GROUP, P.C.  
 240 N. 22nd STREET  
 Philadelphia, PA 19103  
 (215) 665-1080

STRUCTURAL AE:S  
 ENGINEER: 238 N. 22nd STREET  
 Philadelphia, PA 19103  
 (215) 665-8570

MECHANICAL SCOT ENGINEERING, INC.  
 ENGINEER: 509 Germantown Pike  
 Lafayette Hill, PA 19444  
 (215) 774-1429

CIVIL SOLUTIONS IPEM  
 ENGINEER: 303 NORTH BEDFORD STREET  
 GEORGETOWN, DE 19947  
 (302) 297-9215

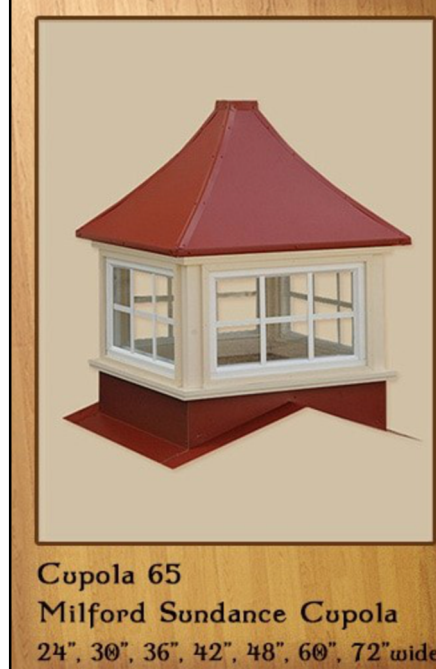
© 2024, The Martin Architectural Group, P.C.

**A0.00**



Cupolas And Weathervanes  
866-400-1776  
ValleyForgeCupolas.com

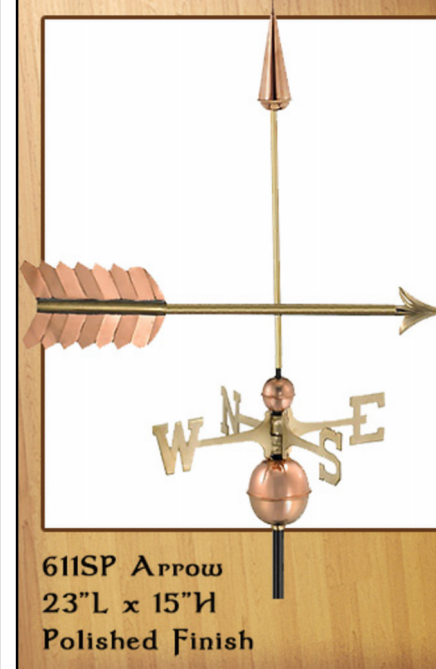
www.ValleyForgeCupolas.com  
866-400-1776



Cupola 65  
Milford Sundance Cupola  
24", 36", 36", 42", 48", 60", 72" wide



Cupola 1  
Concave with Single Louvers  
18" wide to 36" wide



611SP Arrow  
23"L x 15"H  
Polished Finish

60" MILFORD SUNDANCE CUPOLA ON TOP OF THE TOWERS (QUANTITY: 2)  
24" LOUVERED CUPOLA ON TOP OF GUARD HOUSE (QUANTITY: 1)  
611SP ARROW WEATHERVANE ON TOP OF EACH CUPOLA (QUANTITY: 3)

GENERAL CONDITIONS

- DESIGN IS BASED ON THE 2021 INTERNATIONAL BUILDING CODE  
-PLUMBING IPC  
-ELECTRICAL IEC  
-BUILDING IBC
- DESIGN GROUND SNOW LOAD IS 30 PSF (Pf min=25.2 PSF). Is=1.0, Ce=1.0, Ct=1.2
- DESIGN WIND SPEED IS 115 MPH, EXPOSURE C, Iw=1.0
- DESIGN SEISMIC COEFFICIENTS ARE Ss=0.115 AND S1=0.04, I=1.0, SEISMIC USE GROUP II, SEISMIC DESIGN CATEGORY A, SITE CLASS D.

FOUNDATIONS

- FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 1,500 PSF.
- ALL REQUIREMENTS FOR SITE PREPARATION AND SOIL COMPACTION SPECIFIED IN THE SOILS REPORT SHALL BE FOLLOWED UNLESS ADDITIONAL MORE STRINGENT REQUIREMENTS ARE SPECIFIED. NOTIFY ARCHITECT IF FOUNDATION CONDITIONS ENCOUNTERED DIFFER FROM SOILS EXPLORATION INFORMATION MADE AVAILABLE TO THE CONTRACTOR.
- EARTHWORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED SOIL TESTING COMPANY TO ASSURE COMPLIANCE WITH REQUIREMENTS OF THE SOILS REPORT AND SPECIFICATIONS.
- ALL FOOTINGS SHALL BE CENTERED UNDER THE COLUMN OR WALL ABOVE UNLESS NOTED OTHERWISE.
- BACKFILL AGAINST A WALL SHALL BE PLACED EVENLY ON BOTH SIDES OF THE WALL UNLESS THE WALL IS FULLY BRACED BY THE CONTRACTOR FOR LATERAL PRESSURE. SUCH BRACING INCLUDING ITS DESIGN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL REMAIN IN PLACE UNTIL AFTER THE FLOOR SLAB OR OTHER STRUCTURAL ELEMENT BRACING THE WALL HAS BEEN CONSTRUCTED TO THE SATISFACTION OF THE ARCHITECT.

CAST IN PLACE CONCRETE

- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS OF 3,000 PSI, A SLUMP OF 4" PLUS OR MINUS 1", 2 TO 4% AIR ENTRAINMENT, AND A MAXIMUM WATER/CEMENT RATION OF 0.56.
- CONCRETE MIX DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 CHAPTER 3, METHOD 1 OR METHOD 2. SUBMIT BACKUP DATA AS REQUIRED BY CHAPTER 5 SECTION 5.3. OF THE LATEST EDITION OF ACI 318.
- ALL REINFORCING STEEL SHALL BE NEW DOMESTIC DEFORMED BILLET STEEL CONFORMING TO ASTM A-615 GRADE 60.
- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI 318 LATEST EDITION, AND "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS," ACI 301.
- ALL REINFORCING DETAILS SHALL CONFORM TO "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" ACI 315 LATEST EDITION, UNLESS DETAILED OTHERWISE ON THE STRUCTURAL DRAWINGS.
- HORIZONTAL KEYWAYS IN CONSTRUCTION JOINTS SHALL BE PROVIDED IN FOOTINGS WITH A DEPTH OF 1-1/2" AND HEIGHT EQUAL TO ONE-THIRD OF THE MEMBER'S DEPTH. REINFORCEMENT SHALL BE CONTINUOUS THROUGH CONSTRUCTION JOINTS UNLESS OTHERWISE NOTED ON THE DRAWINGS. CONSTRUCTION JOINTS MAY BE USED ONLY AT LOCATIONS SHOWN ON THE DRAWINGS OR AT OTHER LOCATIONS APPROVED BY THE STRUCTURAL ENGINEER.

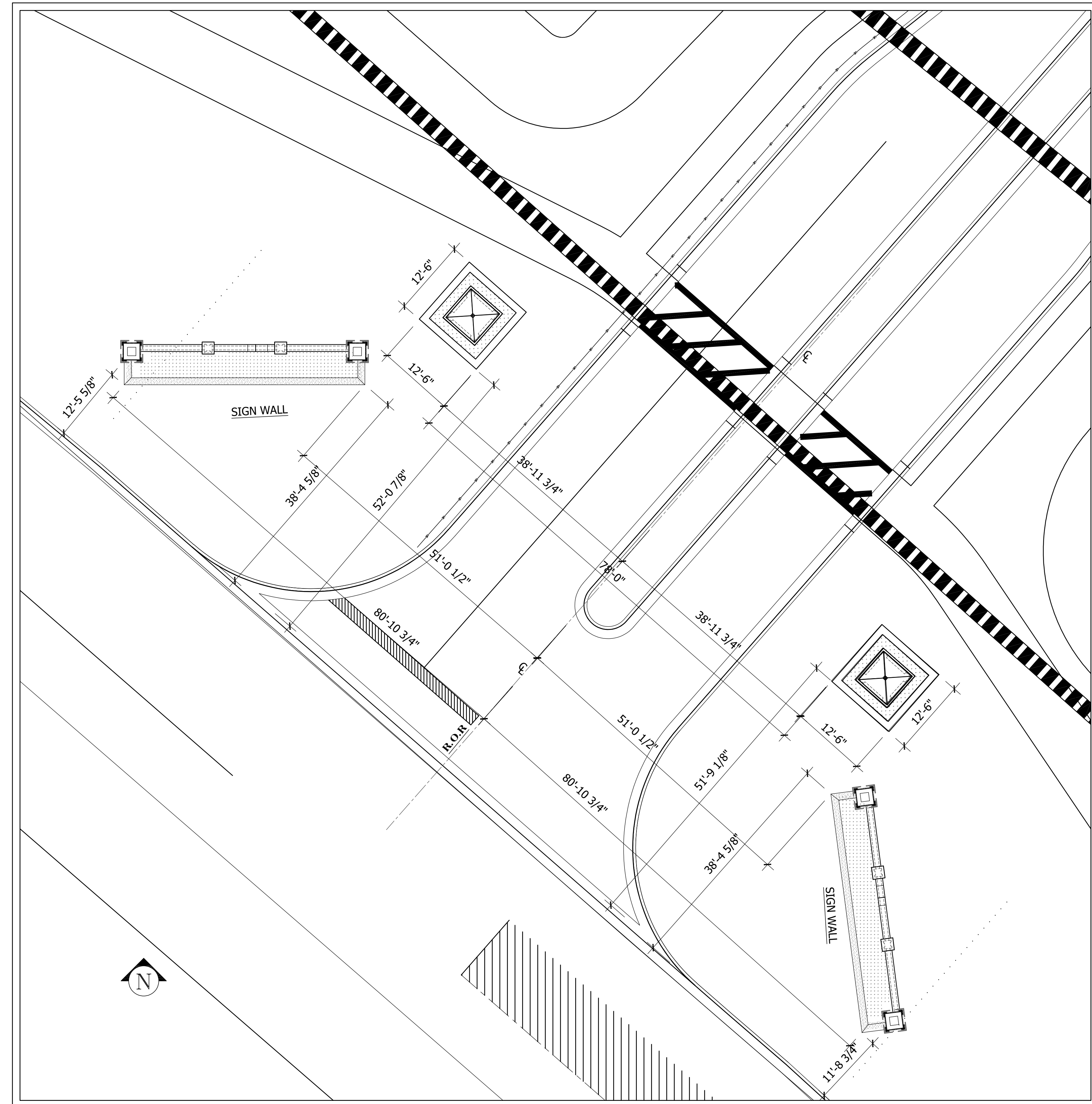
MASONRY WALL CONSTRUCTION

- HOLLOW LOAD BEARING UNITS SHALL BE NORMAL WEIGHT, TYPE 2, CONFORMING TO ASTM C90, WITH A MINIMUM NET COMPRESSIVE STRENGTH OF 1900 PSI (fm = 1500 PSI).
- MORTAR SHALL BE TYPE M OR S, CONFORMING TO ASTM C270.
- COARSE GROUT SHALL CONFORM TO ASTM C476 WITH A MAXIMUM AGGREGATE SIZE OF 3/8" AND A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.
- ALL MASONRY WORK SHALL BE IN ACCORDANCE WITH "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" ACI 530 LATEST EDITION, AND "SPECIFICATIONS FOR MASONRY STRUCTURES," ACI 530.1, LATEST EDITION.
- VERTICAL REINFORCEMENT SHALL BE AS NOTED ON THE DRAWINGS WITH CELLS FILLED WITH COARSE GROUT.
- VERTICAL REINFORCEMENT SHALL BE HELD IN POSITION AT THE TOP AND BOTTOM AND AT A MAXIMUM SPACING OF 8'-0". REINFORCEMENT SHALL BE PLACED IN THE CENTER OF THE MASONRY CELL TYPICAL UNLESS OTHERWISE NOTED. SEE TYPICAL GROUTING DETAILS FOR ADDITIONAL INFORMATION.
- REINFORCING STEEL SHALL BE LAPPED MINIMUM 48 BAR DIAMETERS.
- HORIZONTAL WALL JOINT REINFORCEMENT SHALL BE STANDARD LADDER OR TRUSS TYPE, "DUR-O-WAL" OR EQUAL AT 16" O.C., UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
- SPLICED WIRE REINFORCEMENT SHALL BE LAPPED AT LEAST 8" AND CONTAIN AT LEAST ONE CROSS WIRE OF EACH PIECE OF REINFORCEMENT WITHIN THE 8". LAP WITH STANDARD "T" AND "L" SHAPED PIECES AT INTERSECTIONS AND CORNERS.

2 SPECIFICATIONS

Hatteras Hills Entry Amenities Gen Notes

SCALE: N.T.S.



1 OVERALL SITE PLAN - ENTRY FEATURE

Entry Tower & Sign

SCALE: 1"=10'-0"

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATING TO THIS PROJECT ARE THE PROPERTY OF THE MARTIN ARCHITECTURAL GROUP. THE MARTIN ARCHITECTURAL GROUP RESERVES ALL COPYRIGHT, PATENT, TRADE SECRET AND OTHER RIGHTS IN THE DESIGN, CONSTRUCTION AND/OR CONSTRUCTION OF THE MATERIAL, DESIGN OR SUBSTANTIAL USE WITHOUT THE WRITTEN PERMISSION OF THE MARTIN ARCHITECTURAL GROUP. VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL BE SUBJECT TO LEGAL PROSECUTION.  
© 2024, The Martin Architectural Group, P.C.

**THE MARTIN ARCHITECTURAL GROUP, P.C.**  
ARCHITECTS AND LAND PLANNERS  
A PROFESSIONAL CORPORATION  
240 NORTH 22ND STREET PHILADELPHIA, PA. 19103  
P (215) 665-1080 F (215) 561-5064

P.A.: JMR  
P.M.: JOD  
DRAWN BY:  
PROJECT NO.: 1108-155

NO.	REVISION	DATE
1	PERMIT SET	06/20/24

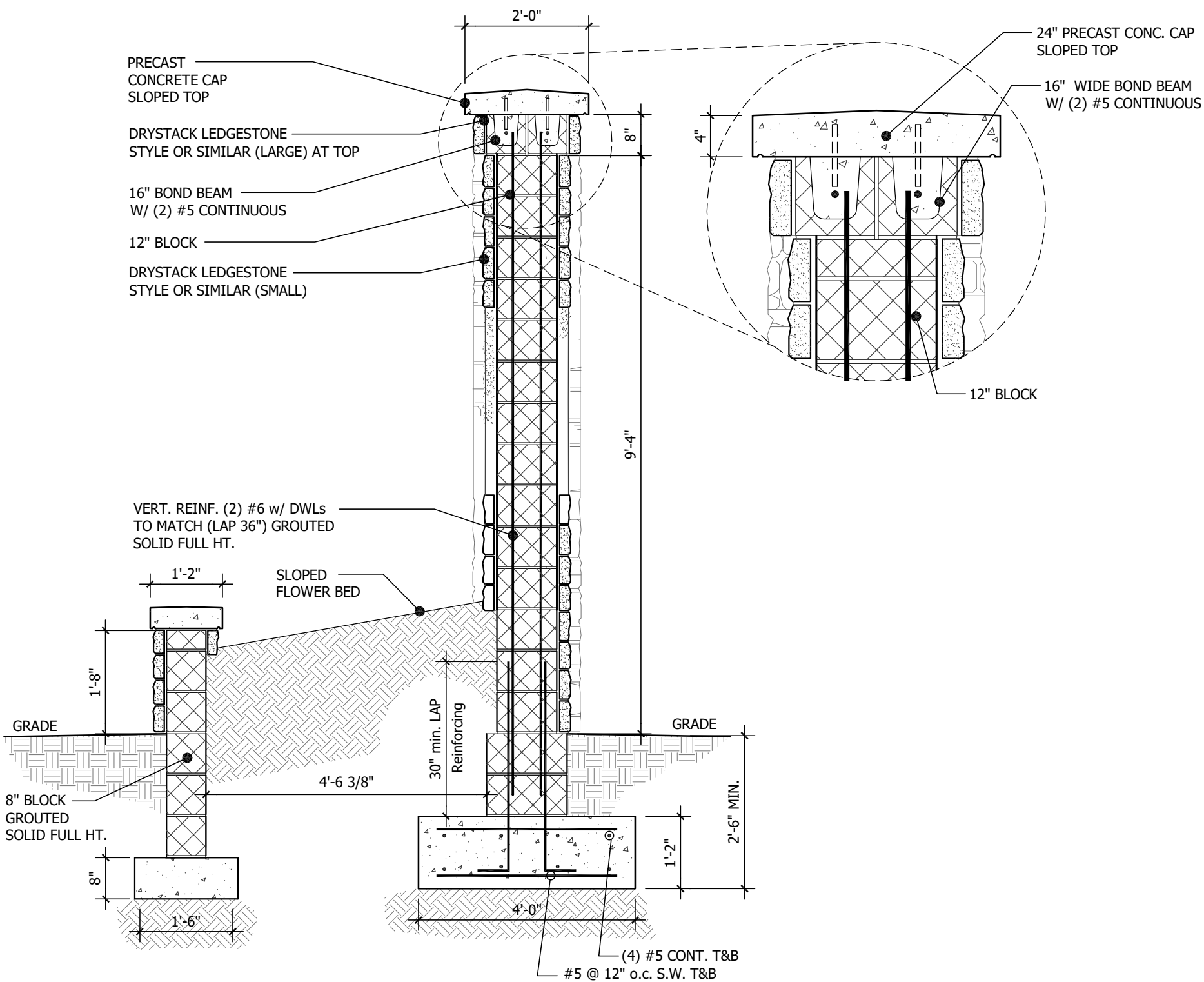
ENTRY FEATURE  
EASTON ENTRY FEATURES

TALBOT, MARYLAND  
K. HOVNANIAN HOMES

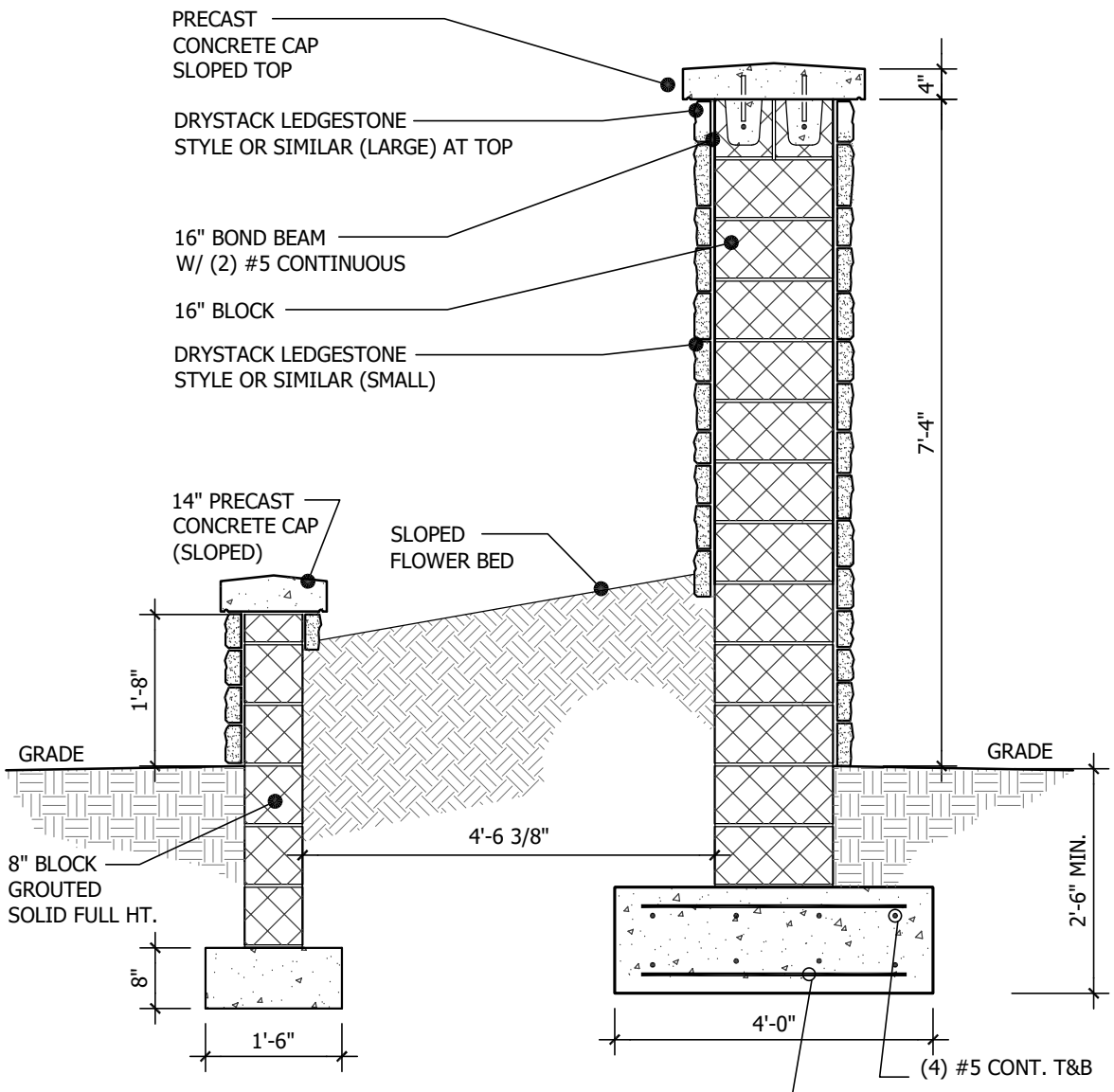
SCALE: as noted  
DATE: 03/25/2024

**A1.00**  
© 2024, The Martin Architectural Group, P.C.

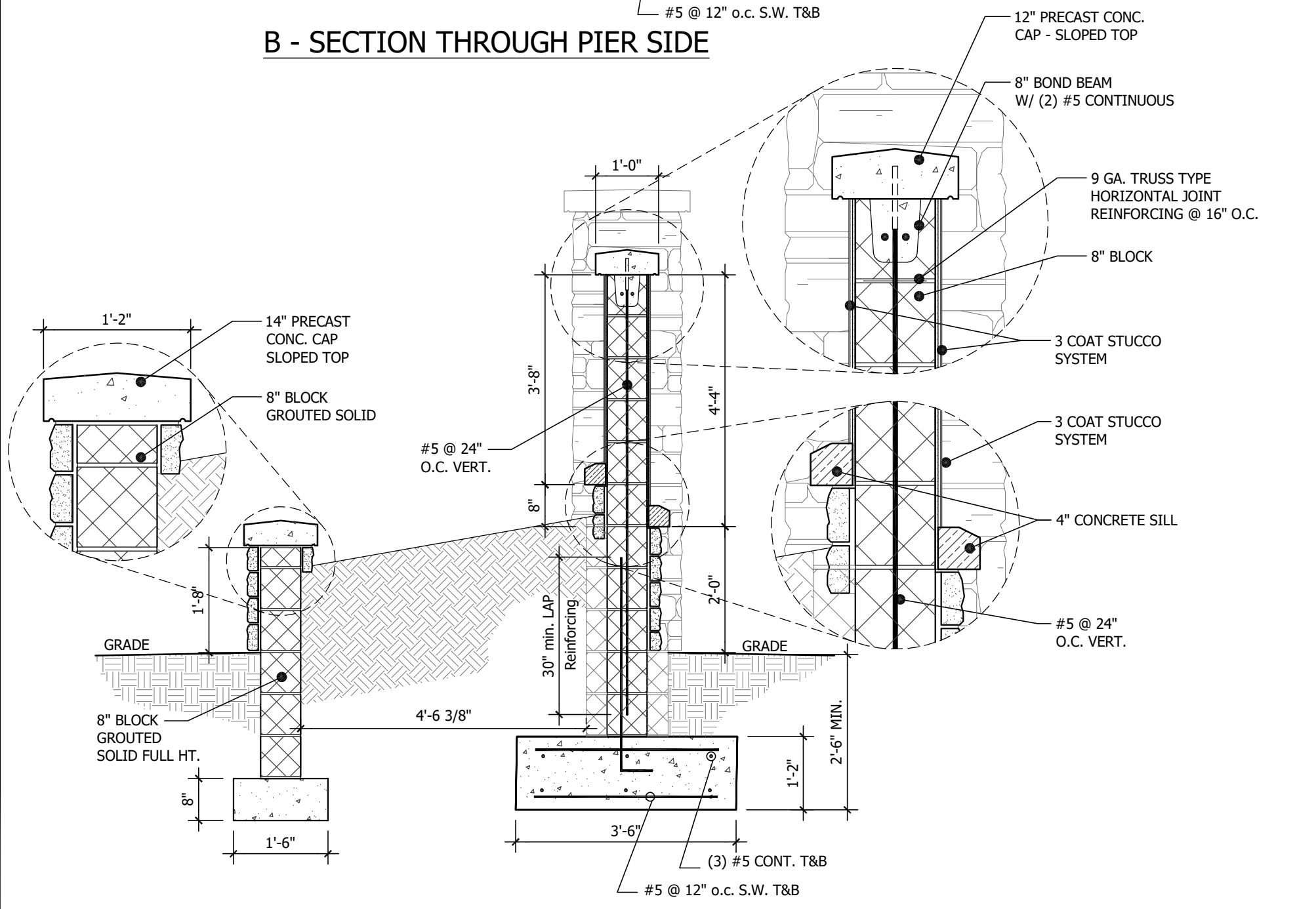
NOTE: FOOTING DESIGNS BASED ON A SAFE ALLOWABLE SOIL BEARING CAPACITY OF 1,500 PSF V.I.F. BY GEOTECH ENGINEER



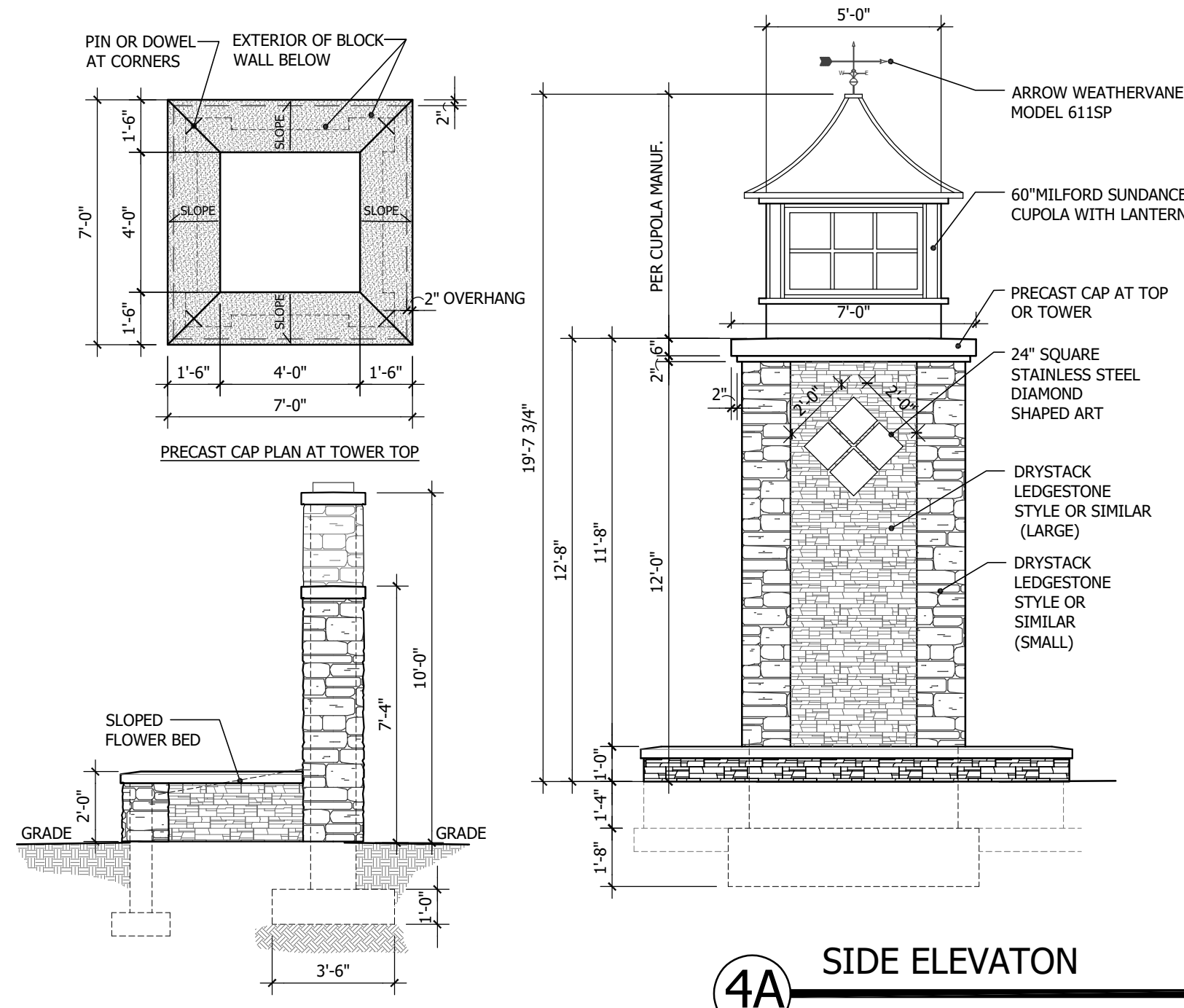
C - SECTION THROUGH PIER CENTER



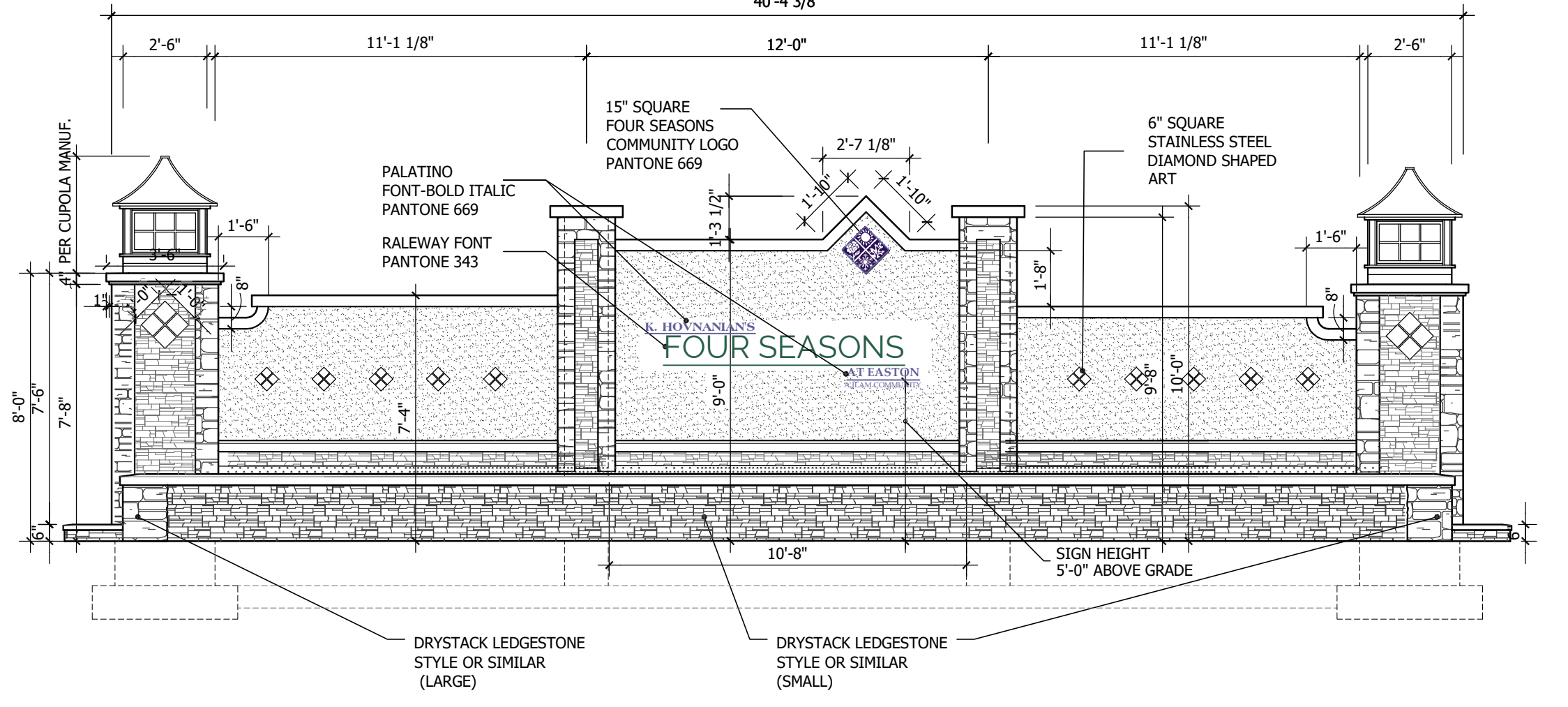
B - SECTION THROUGH PIER SIDE



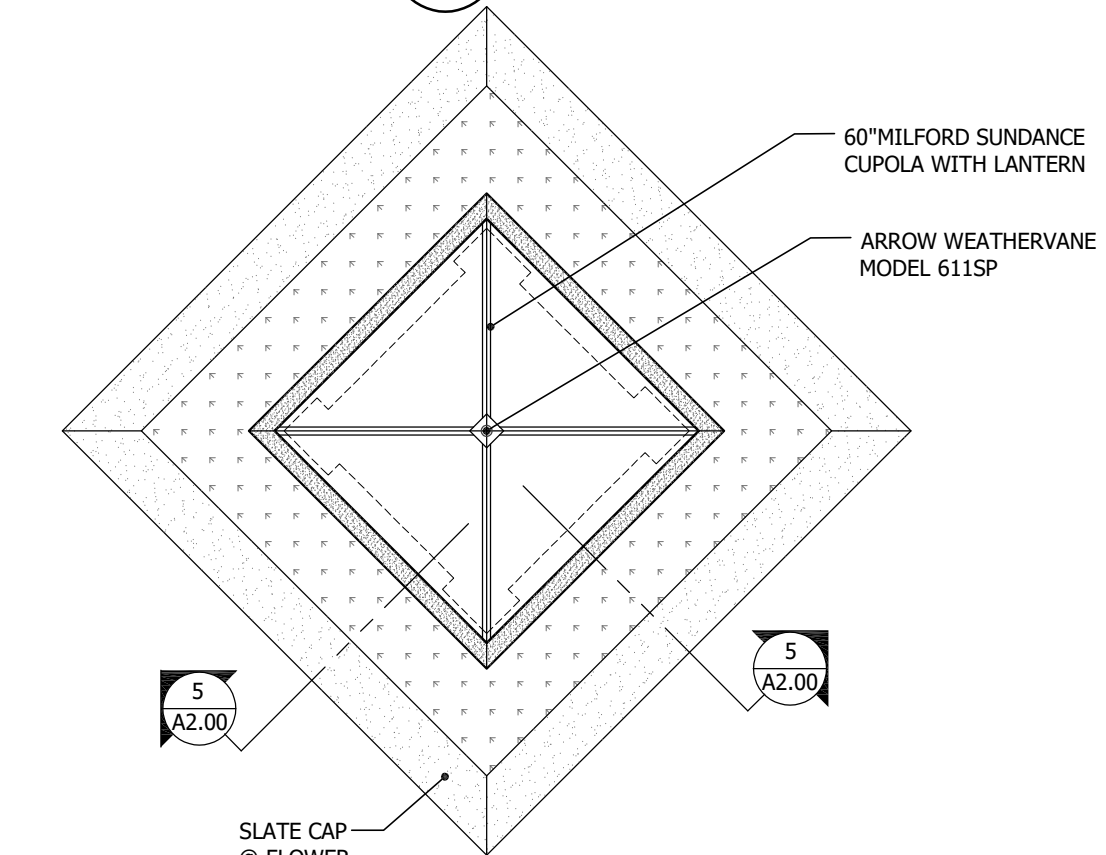
A - SECTION THROUGH STUCCO WALL SIGN WALL SECTIONS DETAIL



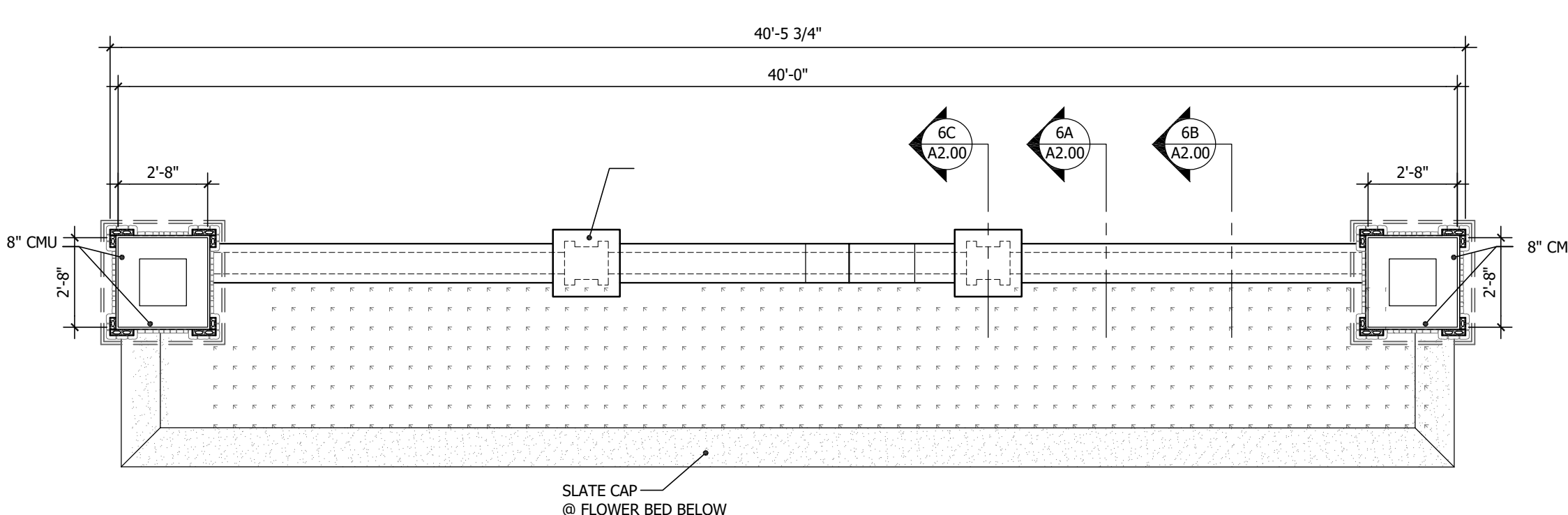
4A SIDE ELEVATION



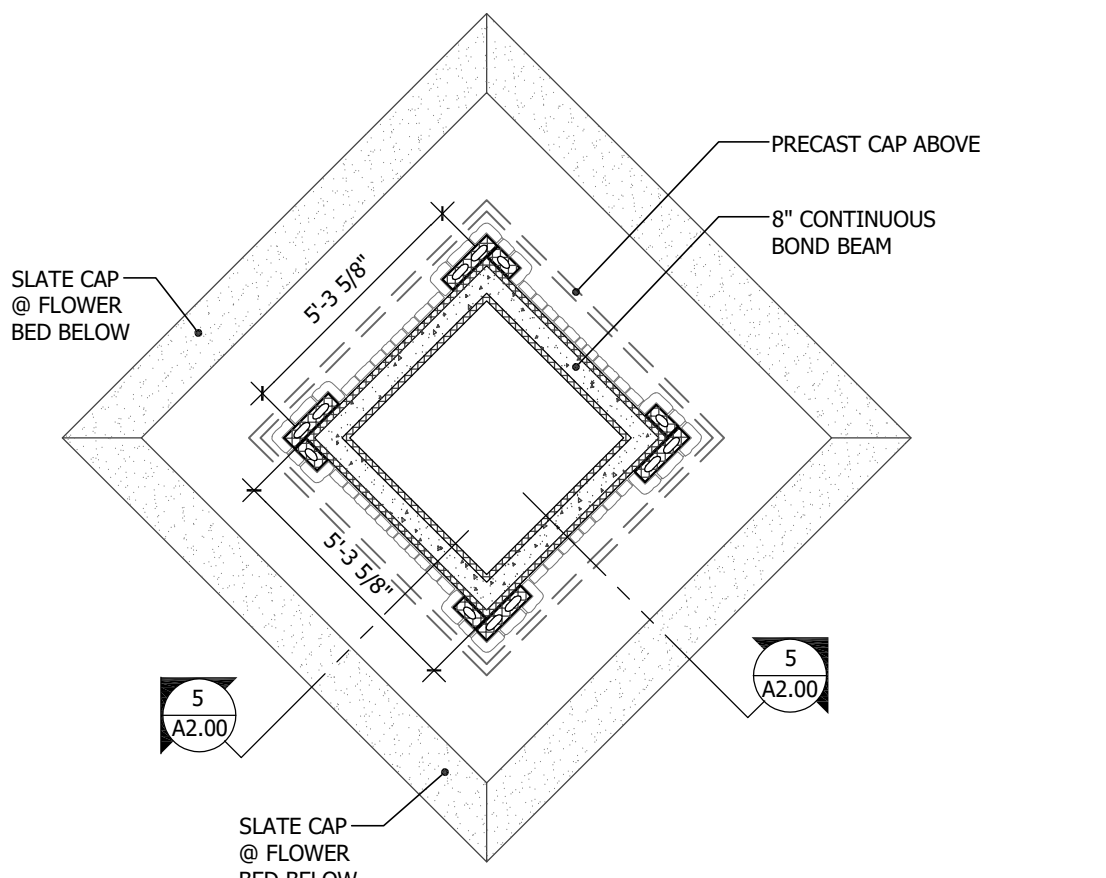
4 ENTRY TOWER AND SIGN WALL ELEVATIONS



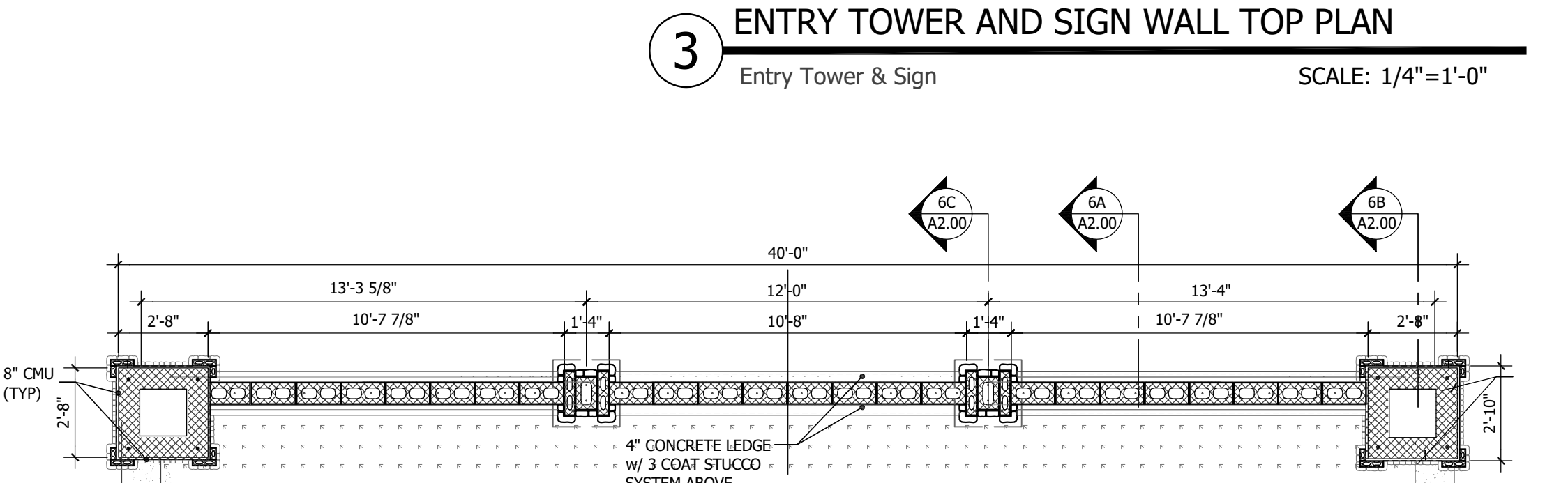
3 ENTRY TOWER AND SIGN WALL TOP PLAN



2 TOWER PLAN @ BOND BEAM / WALL PLAN (ELEV. +4.0')



1 ENTRY TOWER AND SIGN WALL FOUNDATION PLAN



6 ENTRY TOWER & SIGN WALL FOUNDATION PLAN

**THE MARTIN ARCHITECTURAL GROUP, P.C.**  
ARCHITECTS AND LAND PLANNERS  
A PROFESSIONAL CORPORATION  
240 NORTH 22ND STREET PHILADELPHIA, PA. 19103  
P (215) 665-1080 F (215) 561-5064

P.A.:	JMR
P.M.:	JOD
DRAWN BY:	
PROJECT NO.:	1108-155
DATE:	06/20/24
REVISION:	PERMIT SET
NO.:	1

**SIGN WALL & TOWER**  
**EASTON ENTRY FEATURES**  
TALBOT, MARYLAND  
K. HOVNIANIAN HOMES

SCALE: as noted  
DATE: 03/25/2024

**A2.00**  
© 2024, The Martin Architectural Group, P.C.



Eastern National Title Agency Maryland, LLC  
14520 Avion Parkway, Suite 100  
Chantilly, VA 20151  
File No. MX697

Tax Account Number: 01-053752

**DEED**

**THIS DEED**, made effective this 14th day of August, 2024, from **Sandra Brooks Monahan and Megan Anne Monahan, Trustees of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan; and Joanne Brooks and Sandra Brooks Monahan, Trustees of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks; Four Oaks Farm Properties, LLC, a Maryland limited liability company Grantor**, to Brookfield Holdings (Easton), LLC, a Delaware limited liability company, Grantee(s).

WITNESSETH, that in consideration of the sum of Seven Million Seven Hundred Twelve Thousand and 00/100 Dollars (\$7,712,000.00) and other good and valuable considerations the Grantor does hereby grant, bargain, sell and convey with Special Warranty of Title unto the Grantee(s) in fee simple all that property situate, lying and being in Talbot County, Maryland, and more particularly described as follows:

ALL those parts or parcels of land, situate, lying and being in the Town of Easton, Talbot County, Maryland, depicted as "TAX PARCEL 2778 AREA: 100.205 AC.±" on Sheet 2 of 13 of a Plat set dated May 30, 2024 entitled "Final Plat Phase 1 Four Seasons at Easton" prepared by Lane Engineering, LLC and recorded among the Land Records of Talbot County, Maryland in Plat Book 92 at pages 106 through 118.

By execution of this Deed, the party of the first part hereby certifies under penalties of perjury that the actual consideration paid or to be paid including the amount of any mortgage or deed of trust outstanding, is in the sum total of Seven Million Seven Hundred Twelve Thousand and 00/100 Dollars (\$7,712,000.00), which is the total payment per Section 10-912 (b) Tax General Article Annotated Code of Maryland.

TOGETHER with all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereof.

SUBJECT TO covenants, easements and restrictions of record.

The Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

- SIGNATURE PAGE FOLLOWS -

TALBOT COUNTY FINANCE OFFICE  
RECORDATION TAX  
AMT. 92,544.00  
DATE: 8/15/2024  
INITIALS: SPH  
Prop ID: 01-053752

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0311, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025. Return to: Armistead, Lee, Rust & Wright, P.A., 114 Bay Street, Building C, Easton, MD 21601



WHEREFORE the Grantor has caused this deed to be signed by its duly authorized officer.

**Four Oaks Farm Properties, LLC**  
a Maryland limited liability company

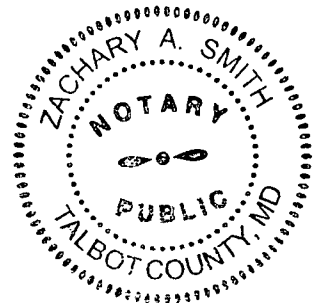
James L. Gannon III (SEAL)  
JAMES L. GANNON III NAME  
MANAGING MEMBER Title

STATE OF Maryland  
COUNTY OF Talbot, to wit:

On this 26<sup>th</sup> day of July, 2024, before the undersigned officer personally appeared James L. Gannon (Name), Managing Member (Title) of Four Oaks Farm Properties, LLC, a Maryland limited liability company and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Zachary A. Smith (SEAL)  
Notary Public  
My Commission Expires: 3/26/26



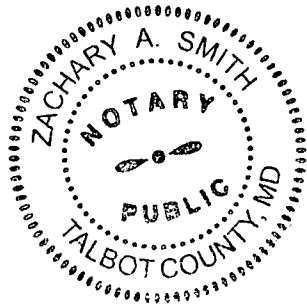
**The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust  
for the Benefit of Sandra Brooks Monahan**

<u>Sandra Brooks Monahan</u>	(SEAL)
Sandra Brooks Monahan	NAME
Trustee	Title

STATE OF Maryland  
COUNTY OF Talbot, to wit:

On this 26<sup>th</sup> day of July, 2024, before the undersigned officer personally appeared **Sandra Brooks Monahan, Trustee**, of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



[Signature] (SEAL)  
 Notary Public  
 My Commission Expires: 3/26/26

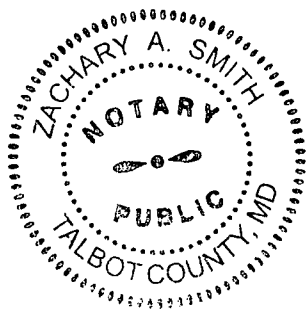
**The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust  
for the Benefit of Sandra Brooks Monahan**

<u>Megan Anne Monahan</u>	(SEAL)
Megan Anne Monahan	NAME
Trustee	Title

STATE OF Maryland  
COUNTY OF Talbot, to wit:

On this 26<sup>th</sup> day of July, 2024, before the undersigned officer personally appeared **Megan Anne Monahan, Trustee**, of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Zachary A. Smith (SEAL)  
 Notary Public  
 My Commission Expires: 3/26/26

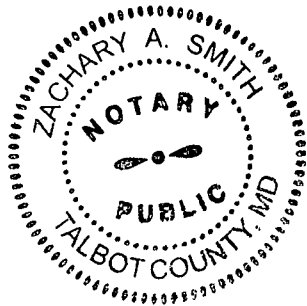
**Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust  
for the Benefit of Joanne Brooks**

<u>Joanne Brooks</u>	(SEAL)
Joanne Brooks	NAME
Trustee	Title

STATE OF Maryland  
COUNTY OF Talbot, to wit:

On this 26<sup>th</sup> day of July, 2024, before the undersigned officer personally appeared **Joanne Brooks Trustee**, of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Zachary A. Smith (SEAL)  
 Notary Public  
 My Commission Expires: 3/26/26

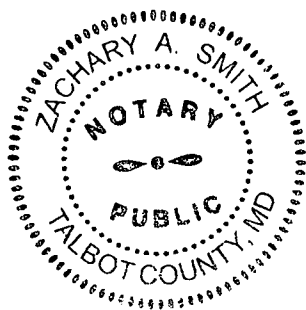
**Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust  
for the Benefit of Joanne Brooks**

<u>Sandra Brooks Monahan</u>	(SEAL)
Sandra Brooks Monahan	NAME
Trustee	Title

STATE OF Maryland  
COUNTY OF Talbot, to wit:

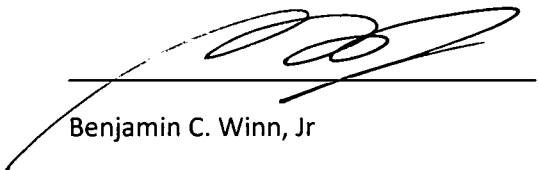
On this 26<sup>th</sup> day of July, 2024, before the undersigned officer personally appeared **Sandra Brooks Monahan, Trustee**, of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



[Signature] (SEAL)  
 Notary Public  
 My Commission Expires: 3/26/26

This is to certify that this document was prepared under the supervision of an attorney duly admitted practice before the Court of Appeals of Maryland.

  
Benjamin C. Winn, Jr

Agricultural Transfer Tax Due in the  
Amount of \$ 476,529.75

Talbot County  
Supervisor of Assessments  
Per [Signature]

Asst. Supervisor  
8-15-24

**CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED IN  
THIS DEED HAVE BEEN PAID.  
FINANCE OFFICER OF TALBOT COUNTY  
CLAY B. STAMP, FIN. OFFICER**

DATE 8/15/2024 CL

**Agricultural Transfer Tax**

Amount \$ 476,529.75

**CLAY B. STAMP, FIN. OFFICER**  
Signature [Signature]

8/15/2024 CL

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2024**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

**Name of Transferor** Four Oaks Farm Properties, LLC

**2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers):**  
**29434 Dutchmans Lane Easton MD**

**3. Reasons for Exemption**

**Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

Four Oaks Farm Properties, LLC  
Name of Entity

By James L. Gannon

JAMES LEO GANNON JR 8/14/24  
Name \*\*Date

MANAGING MEMBER  
Title

**\*\* Form must be dated to be valid.**

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0318, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2024**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

**Name of Transferor** The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan

**2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers):**  
29434 Dutchmans Lane Easton MD

**3. Reasons for Exemption**

- Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.
- Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
- Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

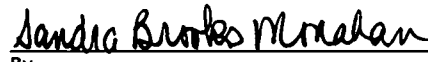
Witness	Name	**Date
	Signature	

**3b. Entity Transferors**

  
\_\_\_\_\_  
Witness/Attest

**The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan**

\_\_\_\_\_  
Name of Entity

  
\_\_\_\_\_  
By

Sandra Brooks Monahan  
\_\_\_\_\_  
Name 8/14/24  
\*\*Date

\_\_\_\_\_  
Trustee  
Title

**\*\* Form must be dated to be valid.**

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2024**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

**Name of Transferor** The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan

**2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers):**  
29434 Dutchmans Lane Easton MD

**3. Reasons for Exemption**

- Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.
- Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
- Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

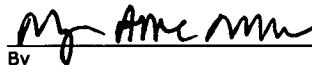
		**Date
Witness	Name	
	Signature	

**3b. Entity Transferors**

  
\_\_\_\_\_  
Witness/Attest

**The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Sandra Brooks Monahan**

\_\_\_\_\_  
Name of Entity

  
\_\_\_\_\_  
By

Megan Anne Monahan  
\_\_\_\_\_  
Name

8/14/24  
\_\_\_\_\_  
\*\*Date

\_\_\_\_\_  
Trustee  
Title

**\*\* Form must be dated to be valid.**

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0320, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

**MARYLAND  
FORM  
WH-AR**

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2024**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

**Name of Transferor** The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks

**2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers):**  
**29434 Dutchmans Lane Easton MD**

**3. Reasons for Exemption**

**Resident Status**  As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence**  Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

**The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks**

Name of Entity

By

Joanne Brooks  
Name

8/14/24  
\*\*Date

Trustee  
Title

**\*\* Form must be dated to be valid.**

**Note:** Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

**To the Clerk of the Court:** Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

01/22

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers): 29434 Dutchmans Lane Easton MD

3. Reasons for Exemption

- Resident Status [ ] As of the date this form is signed, I, Transferor, am a resident of the State of Maryland. [X] Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. Principal Residence [ ] Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness Name \*\*Date Signature

3b. Entity Transferors

Witness/Attest [Signature]

The Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust for the Benefit of Joanne Brooks

Name of Entity [Signature] Sandra Brooks Monahan

Name Sandra Brooks Monahan 8/14/24 \*\*Date

Trustee Title

\*\* Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0322, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

LR - Deed (w Taxes)  
Recording Fee no RT 75.00  
Name: Brooks 4 Oaks  
Farm Prop  
LLC/Brookfield H  
Ref: AG TAX PD CD TAX  
BASED ON 87524.00  
LR - Deed (with Taxes)  
Surcharge 40.00  
LR - Deed State  
Transfer Tax 38,500.00  
LR - County Transfer  
Tax - linked 875.24  
LR - NR Tax - 1kd 0.00  
=====

SubTotal:	39,550.24
=====	
Total:	39,550.24
08/16/2024	12:28
	CC20-MG
#18342383	CC0205 -
Talbot	
County/CC02.05.02	-
Register 02	



**Kathleen M. Duvall, Clerk**  
**Circuit Court for Talbot County**  
11 N. Washington St., Suite 16  
Easton, Maryland 21601

License and Recording  
410-822-2611 Ext. 4

DOCUMENT VALIDATION  
(excluded from page count)

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Talbot

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)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (Check Box if addendum Intake Form is Attached.)
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable) Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Purchase Price/Consideration \$ 7,712,000.00
Any New Mortgage \$ 0.00
Balance of Existing Mortgage \$
Other: \$
Full Cash Value: \$
Finance Office Use Only
Transfer and Recordation Tax Consideration
Transfer Tax Consideration \$
X ( ) % = \$
Less Exemption Amount - \$
Total Transfer Tax = \$
Recordation Tax Consideration \$
X ( ) per \$500 = \$
TOTAL DUE \$

5 Fees
Amount of Fees Doc. 1 Doc. 2
Recording Charge \$ 75.00 \$
Surcharge \$ 40.00 \$
State Recordation Tax \$ 92,544.00 \$
State Transfer Tax \$ 38,560.00 \$
County Transfer Tax \$ 875.24 \$
Other Ag Transfer Tax \$ 476,529.75 \$
Other \$ \$
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/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 053752 2113/397 & 2056/103 0107 2778 (5)
Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. SqFt/Acreage (4)
100.205 ac.
Location/Address of Property Being Conveyed (2)
29434 Dutchmans Lane, Easton, MD 21601
Other Property Identifiers (if applicable) Water Meter Account No.
Residential or Non-Residential Fee Simple or Ground Rent Amount:
Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)
SEE ATTACHED
Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)
Brookfield Holdings (Easton), LLC
New Owner's (Grantee) Mailing Address
250 Vesey Street, 15th Floor, New York, NY 10281

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: Zachary A. Smith, Esq. Return to Contact Person
Firm Armistead, Lee, Rust & Wright, P. A. Hold for Pickup
Address: 114 Bay Street, Building C, Easton, MD 21601 Return Address Provided
Phone: (410) 819-8989

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Docs transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number Date Received: Deed Reference: Assigned Property No.:
Year 20 20 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Use Parcel Section Occ. Cd.
Total Town Cd. Ex. St. Ex. Cd.

REMARKS:

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD-2132, p. 0324, MSA-CE01-3071, Date available 08/19/2024, Printed 02/26/2025.

Space Reserved for County Validation

**ADDENDUM TO INTAKE SHEET**

**Grantee: Brookfield Holdings (Easton), LLC**

**Doc. 1 – Grantor(s) Name(s):**

Sandra Brooks Monahan and Megan Anne Monahan, Trustees of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust f/b/o Sandra Brooks Monahan;

Joanne Brooks and Sandra Brooks Monahan, Trustees of the Roy G. Brooks, Sr. GST Non-Exempt Residuary Trust f/b/o Joanne Brooks; and

Four Oaks Farm Properties, LLC

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0325, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

PUBLIC WORKS AGREEMENT  
AND DECLARATION OF COVENANTS

FOR

"FOUR SEASONS AT EASTON"

Talbot County Assessment & Taxation Tax Map 107, Parcel 2778

PUBLIC WORKS AGREEMENT  
AND DECLARATION OF COVENANTS

TABLE OF CONTENTS

Recitals

General Background.....3  
 Title Information.....3  
 Development Information.....3  
 Engineering and Improvement Plans.....4  
 Approved Cost Estimate and Completion Schedule.....4  
 Default Covenants For Maintenance of Stormwater and Related Facilities.....4

Definitions.....4

Section 1 - Development Standards and Related Matters.....5  
 Section 2 - Infrastructure Improvements and Facility Controls.....6  
 Section 3 – Easements and PUD Conditions.....10  
 Section 4 - Performance Security and Liens .....11  
 Section 5 - Declaration of Protective Covenants.....13  
 Section 6 - Damage to Improvements.....17  
 Section 7 - Water and Sewer Connections and Fees.....17  
 Section 8 - Liability and Indemnity of Town.....18  
 Section 9 - Nature, Survival and Transfer of Obligations.....18  
 Section 10 - No Waiver of Town Rights.....18  
 Section 11 - Changes in Law.....18  
 Section 12 - Time of Essence.....19  
 Section 13 - Term.....19  
 Section 14 - Notices.....19  
 Section 15 - Lender Protection; Certain Rights of Cure.....19  
 Section 16 - Enforcement.....20  
 Section 17 - Amendments.....20

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0327, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

PUBLIC WORKS AGREEMENT  
AND DECLARATION OF COVENANTS

THIS PUBLIC WORKS AGREEMENT AND DECLARATION OF COVENANTS is made as of the 14<sup>th</sup> day of AUGUST, 2024, by and between the TOWN OF EASTON, a municipal corporation of the State of Maryland (the "Town"), and K. HOVNANIAN HOMES OF MARYLAND, LLC, a Maryland limited liability company ("Hovnanian" or "Developer") and BROOKFIELD HOLDINGS (EASTON) LLC, a Delaware limited liability company ("Brookfield") (Brookfield and any other person or entity, including, without limitation, Hovnanian, to whom any portion of the Property (as defined below) is conveyed are collectively referred to as "Owner").

WITNESSETH:

General Background. Sections 25-800 - 801 of the Town of Easton Subdivision Regulations prohibit the recordation of any subdivision plat until: (a) all required infrastructure and related improvements required by the Town are completed, inspected and accepted by the Town or (b) the developer has entered into a public works agreement with the Town providing for the construction of such improvements, their maintenance until acceptance by the Town and related matters and further require any developer to guarantee performance of its obligations to the Town. The Developer and the Owner have opted to enter into this Agreement in order to record a final subdivision plat prior to completion and acceptance of required infrastructure and related improvements. Brookfield is the owner of the Property. Other than is specifically set forth herein, this Agreement is not intended to define the relationships between the Owner and Developer.

Title Information. Brookfield owns certain real property depicted as Parcel 2778 on Maryland Department of Assessment and Taxation's Talbot County Tax Map 107, described in a deed to Brookfield dated August 14, 2014 and recorded among the Land Records in Talbot County in Liber 3132, folio 311 (the "Property"). The Property is not subject to any liens of record.

Development Information. The Developer, or its predecessor-in-interest, has obtained sketch plan and preliminary plat approval for the subdivision of the Property, which consists of approximately 100.205 acres and is to be known as "Four Seasons at Easton" (the "Development"). The Developer has filed with the Town a final plat of subdivision of a portion of the Property prepared by Lane Engineering, LLC, entitled "FINAL PLAT PHASE 1 TITLE SHEET FOUR SEASONS AT EASTON", and bearing a final date of July 15, 2024, (the "Final Plat") which plat shall be recorded among the Plat Records of Talbot County, Maryland simultaneously herewith and which is incorporated by reference herein as Exhibit "A". The Developer or any Owner may submit additional preliminary and final subdivision plats for future phases of the Development (preliminary plats for future phases and final plats for future phases shall be referred to as "Future Preliminary Plats", "Future Final Plats" or, collectively, as "Future Plats").

Engineering and Improvement Plans. The Developer has filed with the Town final engineering plans and specifications entitled "SUBDIVISION IMPROVEMENT PLANS FOR K. KOVNANIAN'S FOUR SEASONS AT EASTON" prepared by Lane Engineering, LLC and bearing a final approval date of May 7, 2024, for the public infrastructure necessary to serve the Development, which Plans and specifications have been approved by the Town, and (1) are on file in the Town Engineer's office and (2) shall be incorporated by reference herein as Exhibit "B" and, together with any duly approved future additions, amendments or modifications thereto, shall be referred to as the "Approved Infrastructure Plans".

Approved Cost Estimate and Completion Schedule. The Developer has submitted to the Town Engineer an estimate of the cost of construction of the public and private infrastructure necessary to service the Development, which cost estimate (when approved by the Town Engineer) shall be on file in the Town Engineer's office and, together with any duly approved future additions, amendments or modifications thereto is incorporated by reference as Exhibit "C" and shall be referred to as the "Approved Cost Estimate". The Developer has submitted to the Town a schedule for completion of the Improvements which has been approved by the Town and shall be on file in the Town Engineer's office and, together with any duly approved future additions, amendments or modifications thereto is incorporated by reference as Exhibit "D" and shall be referred to as the "Completion Schedule."

Default Covenants For Maintenance of Stormwater Management and Related Facilities. Section 5 of this Agreement provides that stormwater management facilities, landscape buffer areas and related facilities serving the Development shall be maintained by the Developer during construction and buildout of the Development, and by a homeowners' association after the buildout of the Development is complete, and that the Owner and Developer shall prepare and record, subject to approval by the Town, subdivision covenants to facilitate such maintenance. If such covenants for any reason are void, invalid or unenforceable in whole or in part, in lieu thereof, the Owner hereby declares that the Property shall be held, sold and conveyed subject to the landscaping and stormwater management easements, restrictions, covenants, agreements, set forth herein, including those conditions which are for the purpose of complying with the laws of the State of Maryland, the Town of Easton and Talbot County, Maryland relating to storm water management, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof and their heirs, successors and assigns and which shall inure to the benefit of each subsequent owner of all or any portion of the Property and to the benefit of the Town of Easton, its successors and assigns, but to no other person.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Town, the Developer and Brookfield hereby agree as follows:

Definitions. The following terms have specific definitions for the purposes of this Agreement:

TERM	DEFINED IN:	TERM	DEFINED IN
Approved Cost Estimate	Recitals	Improvements	' 2.1

Approved Infrastructure Plans	Recitals		
Completion Schedule	Recitals	Owner	Preamble
Covenants	' 5	Private Improvements	' 2.1
Developer	Preamble	MOU	' 2.5
Development	Recitals	Off-Site Utility Improvements	' 2.5
Development Plans	' 1.1	Public Improvements	' 2.1
Final Plat	Recitals	Town	Preamble
Future Plats	Recitals	Town Engineer	Recitals
Guaranty Letter of Credit	' 4.2	Water and Sewer Extension	' 2.1

Section 1. Development Standards and Related Matters.

1.1. Development Standards. The Development, except for minor alterations approved by the Town Engineer due to field conditions, shall be developed pursuant to and in strict accordance with the following:

1. this Agreement;
2. the Final Plats of Subdivision, and any Future Plats;\*
3. the Approved Improvement Plans;\*
4. the Approved Landscaping Plans;\*
5. the Completion Schedule;\*
6. all other applicable provisions of the Town Zoning Ordinance and Subdivision Regulations;
7. the Easton Town Code;
8. all other applicable federal, state, and Town laws, statutes, ordinances, codes, resolutions, rules, and regulations; and
9. Easton Utilities Commission Service Tariffs.

\*(Note: Items 2 through 5 (inclusive) are referred to herein as the "Development Plans")

In the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Town, as determined by the Town Engineer shall control. All of the above plans and documents, subject to approved additions, amendments or modifications, shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

1.2. Approval of Plans. The execution of this Agreement by the Town does not constitute approval by the Town of a specific plat, plan or proposal.

Section 2. Infrastructure Improvements and Facility Controls.

2.1. Improvements Required. The Developer shall, at its sole expense (subject to any cost sharing provided for in the MOU referenced in Section 2.5), construct and install all of the public improvements and facilities ("Improvements") necessary to serve the Development, including without limitation, the Improvements shown on the Development Plans, including water and sewer mains and lines necessary to provide water and sewer service to the Property (the "Water and Sewer Extension"), mains and all other storm water detention and retention facilities, water mains, storm drains, sanitary sewers, streets, roads, lighting, sidewalks, parkways, rough and final grading, trees, sod, seeding and other landscaping, monumentation, and all other improvements located within the Development necessary to serve the Development. If the Development Plans require the construction of off-site Improvements, the Developer shall construct such off-site improvements as specified in the Development Plans. (Improvements which have been dedicated to, and accepted by, the Town in accordance with Section 2.4.2 hereof shall be referred to as "Public Improvements", Improvements which shall not be dedicated to, and accepted by, the Town in accordance with Section 2.4.2, or which have not yet either been so dedicated and so accepted, shall be referred to as "Private Improvements".)

2.1.1. Roadways Within the Development. Public Improvements include all of the roadways to be constructed within the Development. The Developer shall complete the final surface of the roadways necessary to serve the particular developed portion or phase of the development in accordance with a Completion Schedule pursuant to Section 2.3 herein below. Upon completion of said roadways for the developed portion or phase of the Development, and after inspection and approval by the Town, in accordance with Sections 2.4.1 and 2.4.2 for that phase, the Owner and/or Developer, as applicable, shall, in accordance with the requirements of Section 2.4.5, execute and deliver to the Town, and the Town shall accept by a proper indenture deed conveying, dedicating and transferring to the Town, all of the right, title and interest of the Owner and/or Developer in and to said public streets, suitable for recording, and a certificate of title thereto, and the Town shall maintain the public roads as part of the Town's road system. All recording costs shall be paid by the Developer.

2.2. Design and Construction of Improvements.

2.2.1. General Standards. The Improvements shall be designed and constructed pursuant to and in accordance with standards set forth or referred to in this Agreement, and shall be subject to the final approval of the Town Engineer, which shall not be unreasonably withheld, conditioned or delayed. The Developer shall cause all work on the Improvements to be completed in a good and workmanlike manner and with due dispatch.

2.2.2. Contract Terms; Approval of Contractors and Subcontractors; Prosecution of the Work. At the request of the Town Engineer, the Developer shall provide the Town Engineer with fully executed copies of all contracts related to the Improvements, or any portion thereof. At least 30 days before the commencement of work by a contractor or subcontractor on any

improvement intended to be accepted by the Town, the Developer shall submit a contractor's qualification statement on a form supplied by the Town Engineer. If any such work is abandoned, or performed in violation of this Agreement or of the contract therefor, then the Developer shall promptly cause the work to be completed properly and within the times for completion established in the Completion Schedule. Any contractor or subcontractor that is performing or who has performed any work at the Property as of the date of this Agreement is deemed an acceptable contractor or subcontractor by the Town. The Town agrees to keep the details of the contracts between the Owner and/or Developer and any contractor or subcontractor confidential.

2.2.3. Engineering Services. The Developer shall provide, at its expense, all engineering services for the construction of the Improvements, provided, however, the Owner and/or Developer shall not be required to duplicate any services required to be provided pursuant to the following Section 2.2.4. To the extent required by the Town Engineer, the Developer shall identify a qualified person responsible for overseeing the construction of the Improvements and to serve as the point of contact between the Town Engineer and the Developer, which person shall not be required to be a professional engineer so long as the individual possesses sufficient experience with managing site construction. The Developer shall promptly provide the Town with the name of such person and an office and mobile telephone number or numbers at which such person can be reached.

2.2.4. Town Inspections and Approvals. All work on the Improvements shall be subject to inspection and approval by Town representatives at all times. The Town may perform inspections and approvals with existing staff or may hire third party inspectors to perform the inspections on the Town's behalf. All costs incurred by the Town for third party inspections (including but not limited to professional costs, engineering fees, inspection costs, and attorney's fees), related to (but not limited to) inspections, development of punchlists and approval and acceptance of any improvements shall be borne by the Developer. Before commencing any work on the construction and installation of any Improvements, the Developer shall pay into escrow an amount at least equal to three and three quarters percent (3.75%) of the Approved Cost Estimate for such phase, with that amount representing one half of the roughly estimated inspection costs for such phase of seven and a half percent (7.50%) of the Approved Cost Estimate for such phase. When the escrow amount is less than one percent (1%) of the Approved Cost Estimate amount, the Developer shall pay the remaining three and three quarters percent (3.75%) for such phase into escrow. Such amount is merely an estimate of anticipated costs incurred by the Town and shall not be a limitation or cap on the amount of fees required to be reimbursed by the Developer. If additional inspection services are required due to the Developer or Developer's contractor's failure to pass any inspection, the Developer shall be solely responsible for all additional inspection costs associated with the failure. When the inspections are complete for a Phase and if there are any unused funds, such amount shall be applied to the required amounts to be paid for the next phase. Any unused funds after acceptance and/or final approval of the Improvements by the Town for the final phase and upon expiration of applicable warranty periods will be refunded to the Developer. The Town shall provide a copy of the bills for the inspection services to the Developer on a monthly basis.

2.2.5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission or approval of any public agency or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and

costs, and otherwise take all steps that may be required to obtain such consent, permission or approval.

2.3. Schedule for Completion of the Improvements. The Developer has indicated to the Town that it intends to complete the Improvements in accordance with the Completion Schedule. The Town Engineer may permit reasonable adjustments to the Completion Schedule for good cause and for factors outside the control of the Developer. The approval of requests by the Developer for reasonable adjustments to the Completion Schedule shall not be unreasonably withheld, conditioned or delayed.

2.4. Dedication and Maintenance of the Improvements.

2.4.1. Final Inspection and Approval of Improvements. The Developer shall notify the Town when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection, approval and, where appropriate, acceptance of the Improvement or Improvements by the Town. The notice and request shall be accompanied by the "as built" drawings of the Improvements and by proposed drafts of the documents of title transfer, if any. The request shall be given at least 14 days in advance of the applicable completion date to allow the Town time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Town shall not be required to approve or accept any Improvements, or any portion thereof, until the Improvement(s), including all punch list items related thereto, have been fully and properly completed.

2.4.2. Dedication and Acceptance of Public Improvements. Promptly upon approval by the Town, the Owner and/or Developer, as applicable, shall dedicate to the Town, and the Town shall accept such approved Improvements located in the Development or elsewhere as the case may be. Neither the execution of this Agreement nor the approval or recordation of the Final Plat or any Future Plat shall constitute an acceptance by the Town of any of the Public Improvements, including without limitation any facilities that are depicted as "dedicated" on the Final Plat of Subdivision. No Public Improvement shall be accepted by the Town except by a written document, signed by the Town Engineer or other duly authorized officer of the Town, specifying with particularity the Public Improvement or Public Improvements being accepted.

2.4.3. and 2.4.4. (Reserved.)

2.4.5. Transfer of Ownership of Public Improvements and Easements to the Town. Upon the approval of, and prior to acceptance of, any Public Improvement, the Owner and/or Developer, as applicable, shall execute such documents as the Town shall request to transfer ownership of such Public Improvements to the Town, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Town in writing. The Owner and/or Developer, as applicable, shall, at the same time, grant to the Town all such reasonable and necessary easements or other property rights as the Town may require to install, operate, maintain, service, repair and replace the Improvements which have not previously been granted to the Town, free and clear of all liens, claims, encumbrances and restrictions. The title to any real property (other than the beds of public streets) conveyed to the Town shall be insured, at Developer's expense, by an ALTA owners title

insurance policy issued by a licensed title insurance company in the State of Maryland or by a legal opinion from a Maryland licensed attorney providing that the Town will have fee simple and merchantable title to such property subject only to such exceptions and limitations as the Town may approve.

2.4.6. One-Year Guaranty of Public Improvements After Acceptance By the Town. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements accepted by the Town, including without limitation landscaping installed by the Developer, that occur or become evident within one year after acceptance of such Public Improvement by the Town. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within 10 days (or such other reasonable time as approved by the Town Engineer) after written demand from the Town to do so, correct it or cause it to be corrected. The guarantee provided by this subsection shall be extended for a full year from the date of repair or replacement of such Improvement repaired or replaced pursuant to such a demand.

2.4.7. Issuance of Permits and Certificates. The Town shall issue no certificates of use or occupancy for any building within the Development until all Improvements, except for the final course of asphalt and/or landscaping to the extent the landscaping cannot reasonably be installed due to seasonal conditions, necessary to serve the building are completed or until other arrangements have been made to the Town's satisfaction for the completion of the Improvements. The issuance of any building permit or certificate of occupancy by the Town at any time prior to completion of all the Improvements and acceptance thereof by the Town shall not confer upon any person, including the Owner and/or Developer, any right or entitlement to any other building permit or certificate of occupancy. The Town shall have the absolute right to withhold any building permit or certificate of occupancy from the Owner and/or Developer (but not from any subsequent lot purchaser) at any time the Owner and/or Developer is in violation of, or is not in full compliance with, the material terms of this Agreement.

2.4.8. Duty to Restore Property. If the Developer fails to pursue diligently all construction and installation of the Improvements within the time periods prescribed herein, and fails to cure such failure within 90 days after written notice from the Town, then the Town, in its sole discretion, may demand removal of any or all of any partially completed Improvement from the Development and restoration of the affected property to its original condition. Unless the Developer shall thereafter cure any demand from the Town, to the satisfaction of the Town Engineer, the Developer shall, within 90 days after receipt of such a demand from the Town, remove any such partially completed Improvement from the Development and restore the affected property in accordance with the Town's demand.

2.4.9. Town's Right to Complete Work. If the Developer fails or refuses to diligently pursue all construction and installation of the Improvements to completion within the time periods prescribed in this Agreement; or fails to correct any defect or deficiency as required in this Agreement; or fails to remove any partially completed Improvement from the Development as required in this Agreement, then, upon failure of the Developer to cure such failure after 30 days written notice from the Town, the Town shall have and the Owner and Developer hereby grants to the Town, in addition to all other rights afforded to the Town in this Agreement or by law, the right, at the Town's

option, to complete such construction and installation, to correct such defect or deficiency, or to demolish and remove any or all of such partially completed Improvements from the Development, using either its own employees or contractors hired for that purpose. The Town shall have the right to draw from the performance securities deposited pursuant to Section 4 of this Agreement, as well as the right to demand payment directly from the Owner and/or Developer, based either on costs actually incurred or on the Town's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses.

2.4.10. Improvements Within Right-of-Way and/or Utility Easement. Any Private Improvements or property placed or maintained by the Developer (or by Developer's successors or assigns) within the Development's public rights-of-way or the shoulders of any public right-of-way or easement, shall be maintained by the Developer, its successors or assigns. Notwithstanding the foregoing, the Town shall be responsible for the maintenance, replacement and repair of all streetlights and street signs originally installed by the Developer, once the same are accepted by the Town.

2.5. Off-Site Utility Work. The Developer has entered into an Agreement for Sewer Service for Four Seasons at Easton ("MOU") with the Easton Utilities Commission dated July 30, 2024 that addresses off-site utility work, capacity within the utility infrastructure, and the design and construction of a new regional pump station (the "Off-Site Utility Improvements"). A copy of the MOU is attached hereto as Exhibit "E". The Off-Site Utility Improvements shall be subject to the standards, terms, and conditions contained within this Public Works Agreement.

### Section 3. Easements and PUD Conditions.

3.1. Utilities. The Owner shall convey to the Town such permanent and irrevocable easements as are shown on the Final Plat or as are otherwise necessary for the purposes of installing, operating, maintaining, servicing, repairing and replacing the Improvements.

3.2. Off-site Utility Easements. The pump station to serve the Property is going to be constructed on a portion of adjoining property which is Parcel 196 on Talbot County Tax Map 34. The owner of this adjoining property has granted easements to the Town for the access, pump station, and utility lines to be installed across Parcel 196.

3.3. Planning Commission Condition. On September 15, 2022, the Planning Commission approved the plat and architecture for the Property subject to the condition that the three designated park areas: Open Space Area #10 – Dog Park, Gazebo & Open Play Area, Open Space Area #1 thru #5 – Conservation area, Pollinator Meadow/Wildflower Area, and Open Space Area #19 and #20 – Multi-Modal Path are all to be owned and operated by the Homeowners Association for the Property, but they shall be open and available for public use. Any deed to the Homeowners Association from the Owner shall include this requirement in the deed.

Section 4. Performance Security and Liens.4.1. Performance Security.

As security to the Town for the performance by the Developer of the Developer's obligations (1) to construct and complete the Improvements pursuant to and in accordance with this Agreement, (2) to pay all Town costs, fees and charges due from Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks and other Improvements pursuant to Section 6 of this Agreement, and (4) otherwise faithfully to perform its undertakings pursuant to this Agreement, the Developer shall, upon the request of the Town Engineer, prior to the recordation of the Final Plat and any Future Final Plat, deposit with the Town Engineer a performance bond, letter of credit, cash deposit, or other suitable and valid security (the "Surety"), in a total amount equal to either 125% of the Approved Cost Estimate, or such lesser amount as is acceptable to the Town Engineer, for all Improvements to be constructed in connection with that phase of the Development related to the Final Plat or, in cases where executed contracts for construction and installation of an Improvement have been filed with the Town Engineer pursuant to this Agreement, 125% of the amount of such contracts. The Surety shall be maintained and renewed by the Developer, and shall be held by the Town, until the approval of the Improvements by the Town pursuant to Subsection 2.4.1 or the acceptance of the Improvements by the Town pursuant to Subsection 2.4.2 and the posting of the Guaranty Surety as required by Subsection 4.2 below. After such acceptance and posting, the Town shall release the Surety. Notwithstanding the foregoing, once all Improvements within a particular phase(s) of the Development have been completed and finally approved and/or accepted in accordance with Subsection 2.4.1 and/or Subsection 2.4.2, and provided that the Guaranty Surety has been posted for such phase(s), the Town shall release the Surety for the completed phase(s).

4.2. Guaranty Surety. Immediately after the Town's approval and acceptance of any Public Improvement pursuant to this Agreement, the Developer shall post or cause to be posted a bond, letter of credit, cash deposit, or other suitable and valid security in the amount of 10% of the actual total cost of the Improvements to be accepted by the Town as security for the performance of the Developer's obligations under Subsection 2.4.6 of this Agreement (the "Guaranty Surety"). The Guaranty Surety shall be held by the Town in escrow until the end of the one-year guaranty period set forth in Subsection 2.4.6 of this Agreement or until one year after the proper correction of any defect or deficiency in the Public Improvements pursuant to Subsection 2.4.6 and payment therefor, whichever occurs later. If the Town is required to draw on the Guaranty Surety by reason of the Developer's failure to fulfill its obligations under Subsection 2.4.6 of this Agreement, then the Developer shall within 10 days thereafter cause the Guaranty Surety to be increased to its full original amount.

4.3. Interest and Costs. The Developer shall bear the full cost of securing and maintaining the Surety and the Guaranty Surety.

4.4. Form of Sureties. The Surety and the Guaranty Surety each shall be in a form satisfactory to the Town Attorney and each shall be from a bank or other institution acceptable to the Town. Each Surety shall, at a minimum, provide that (1) it shall not be canceled without the prior written consent of the Town; (2) it shall not require the consent of the Owner and/or Developer prior to any draw on it by the Town; (3) it shall renew automatically unless the bank or bonding company

notifies the Town not less than 60 days prior to the expiration of the surety; and (4) if at any time it will expire within 60 or any lesser number of days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the Town may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the surety and thereafter either hold all proceeds in escrow as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the Town for any and all costs and expenses, including legal fees and administrative costs, incurred by the Town, as the Town shall determine.

4.4.1. Discretion to Reduce Security. The Town, in its sole discretion, may, but is not obligated to, reduce the amount secured by the Surety. No such reduction shall be allowed except upon presentation by the Developer of proper documentation demonstrating final payment to contractors, subcontractors and suppliers and, partial or final waivers of lien, as may be appropriate, and all such additional documentation as the Town may reasonably request to demonstrate satisfactory completion of the Improvement in question. Requests by the Developer for such reduction shall not be made more frequently than monthly.

4.5. Replenishment of Surety. If at any time the Town determines that the funds remaining in the Surety are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Improvements and all unpaid Town fees, or that the funds remaining in the Guaranty Surety are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Improvements, then, within 10 days following a demand by the Town, the Developer shall increase the amount of the appropriate surety to an amount determined by the Town to be sufficient to pay such unpaid costs and fees. Failure to so increase the amount of the security shall be grounds for the Town to draw down the entire remaining balance of the surety.

4.6. Replacement of Surety. If at any time the Town determines that the bank, insurance company or other institution issuing either the Surety or the Guaranty Surety is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor such surety at any time during its term, or if the Town otherwise reasonably deems itself to be insecure, then the Town shall have the right to demand that Developer provide a replacement surety from a financial institution satisfactory to the Town. Such replacement surety shall be deposited with the Town not later than 10 days following such demand. Upon such deposit, the Town shall surrender the original surety to the Developer.

4.7. Use of Funds in the Event of Breach of Agreement. If the Developer (1) fails to complete the Improvements in accordance with this Agreement, (2) fails to complete the Improvements within the times set out in the Completion Schedule, (3) fails to correct any defect or deficiency in the Improvements as required under this Agreement, (4) fails to restore property in accordance with a demand made pursuant to this Agreement, or (5) in any other manner fails to meet fully any of their obligations under this Agreement, then the Town may draw on and retain all or any of the funds remaining in either the Surety or the Guaranty Surety in order to correct Developer's breach of this Agreement or to assure satisfactory performance of Developer's remaining obligations under this Agreement or both. The Town shall also have the right (1) to exercise its rights to complete work under

Subsection 2.4.9 of this Agreement; (2) to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal; and (3) to reimburse itself from the proceeds of the surety for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. Any funds withdrawn from a surety by the Town which are not used for the purposes set forth in this Section shall be returned to the issuer of the surety or the Owner and/or Developer as their interests may appear. If the Town exercises any of its rights under this paragraph, it shall give notice to the Owner and Developer in accordance with Section 14.

#### 4.8. Town's Lien Rights.

4.8.1. If any money, property or other consideration due from the Owner and/or Developer to the Town pursuant to Section 2 or 3 of this Agreement is not either recovered from the Surety required in this Section 4 or paid or conveyed to the Town by the Owner and/or Developer within 10 days after a demand for such payment or conveyance, the Town may assert a lien pursuant to the following subsection against any lot, parcel or condominium unit in the Development for such money, or the Town's reasonable estimate of the value of such property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses. Any language in this Section to the contrary notwithstanding: (1) the Town shall not have the right to assert such a lien against any lot, parcel or condominium unit in the Development which is owned by a *bona fide* purchaser for value and (2) the Town's assertions of such rights shall be subject to the provisions of Section 15 of this Agreement.

4.8.2. The Town shall assert the lien described in the preceding Subsection 4.8.1 by filing in the Land Records of Talbot County a notice of lien which shall describe the property against which the lien is asserted, the amount of the lien and a statement as to the reasons why the lien is asserted. The Town shall have the right to enforce such a lien in the same manner as if the lien (1) were a mortgage granting to the Town as lender both a power of sale and an assent to a decree pursuant to Md. Anno. Code Real Property Article §7-105 as if the amount of the lien were the principal amount due under the mortgage and as if the mortgage were in default or (2) were unpaid real property taxes in arrears pursuant to Md. Anno. Code Tax Property Article §14-808 *et seq.*

Section 5. Declaration of Protective Covenants. Following the recordation of the Final Plat, the Owner and/or Developer shall file among the Land Records of Talbot County a Declaration of Covenants, Conditions and Restrictions for Four Seasons (the "Covenants"). The Covenants shall be reviewed and approved by the Town Attorney prior to filing. The Owner and/or Developer agrees that as long as there is located within the Development areas which will be maintained in common by a lot owners association or similar organization, including areas of stormwater management and landscaping, those provisions of the Covenants pertaining to the establishment and collection of regular and special assessments for the maintenance of such common areas shall not be reduced without the express consent of the Town. In addition to other remedies which may be afforded to the homeowner's association, the Covenants shall provide that the association may collect regular or special assessments through the Maryland Contract Lien Act, Maryland Annotated Real Property Article §14-201 *et seq.* At a minimum, the Covenants shall contain the provisions set forth in this section with respect to the

landscaping and stormwater management. If for any reason the Covenants are not executed or recorded or otherwise become void, invalid, unenforceable or are modified with respect to the areas of common maintenance or the reduction of the regular or special assessments without the express consent of the Town, then the Covenants set out immediately below shall be effective with respect to the storm water management and landscaping in their place and stead and shall control over any inconsistent provision in the Covenants:

## ARTICLE I DEFINITIONS

Section 1. Association shall mean and refer to Four Seasons at Easton Homeowners Association, Inc., its successors and assigns.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any portion, parcel or Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Property shall mean and refer to all that certain real property lying and being in the Town of Easton, Talbot County, State of Maryland, containing 100.205 acres of land, more or less, by virtue of a deed dated August 14, 2024, and recorded among the land records of Talbot County, Maryland at Liber 3132, folio 311, which is also set forth on the Subdivision Plat.

Section 4. Storm Water Management Facility or SWM Facility shall mean and refer to one or more storm water management control devices which shall be constructed upon the Property, including, but not limited to, intake structures, overflow structures, tanks, sumps, pipes, overflows, ponds, reservoirs, infiltration systems, exfiltration systems, flow control structures, channels, swales and ditches, and other systems which receive storm water runoff either directly or through a system of pipes or channels to control or otherwise alter or regulate the rate at which storm water is discharged from the Property, which are more fully set forth on the Subdivision Plat, and on the final improvement plans and specifications for the Subdivision, titled "Subdivision Improvement Plans for K. Hovnanian's Four Seasons at Easton," prepared by Lane Engineering, LLC, bearing a final approval date of May 7, 2024, ("Construction Plans and Specifications") which were prepared for the Declarant, and which are maintained in the Easton Town Office.

Section 5. Landscaping Plan shall mean and refer to the landscaping plan that is included within the Construction Plans and Specifications prepared by Lane Engineering, LLC, dated May 7, 2024.

Section 6. Lot shall mean and refer to any plot of land shown upon the recorded Subdivision Plat of the Property, together with all buildings and improvements thereon.

Section 7. Declarant shall mean and refer to K. HOVNANIAN HOMES OF MARYLAND, LLC, its successors and assigns.

Section 8. Town shall mean and refer to the Town of Easton, Maryland.

Section 9. Common Area shall mean and refer to all real property (including all improvements thereon) owned by the Association, including open space, stormwater management areas, forest retention areas, alleys and associated streetlights, private roads, and real property or other facilities in which the association acquires a right of use for the benefit of it and its members.

ARTICLE II  
ASSESSMENTS

The cost of operation and maintenance of the landscaping, SWM Plan and SWM Facility shall be paid with funds generated by general and special assessments levied in accordance with Article V of the declaration entitled, Declaration of Covenants, Conditions, Easements and Restrictions Four Seasons at Easton Homeowners Association (sometimes hereinafter referred to as the "Land Use Declaration") which is recorded or intended to be recorded among the Land Records of Talbot County, Maryland.

ARTICLE III  
EASEMENTS, RIGHT-OF-WAYS AND RIGHT OF ENTRY - SWM FACILITY

Section 1. Ingress and Egress. The Declarant and the Association do hereby grant and shall continue to grant to the Town, its successors, agents, contractors, licensees and assigns, a perpetual right of entry and easement over the Property as reasonably necessary, in the Town's discretion, to enter upon the Property to correct, repair, and restore all required landscaping and stormwater management and drainage facilities to good working order.

Section 2. Easement for Inspection, Construction, Maintenance and Operation of the landscaping and SWM Facilities. The Declarant and the Association do hereby grant and convey to the Town, its successors and assigns, forever, a perpetual easement for the purpose of inspecting, constructing, installing, reconstructing, operating, maintaining and using the landscaping and SWM Facilities, on, in, under, over and across the Property, which are set forth more fully on the Construction Plans and Specifications and Landscaping Plan, which are maintained by the Town as part of the Town's records, and which are incorporated herein by reference.

Together with the right of access at all times to the above-described SWM Facilities, together with the right to trim, top, cut down and remove trees and shrubs adjacent to said Facilities and the right to mow, clean and otherwise maintain the SWM Facilities described in the Stormwater Management Plan and to provide for the proper operation of the SWM Facilities and the right to make necessary openings and excavations for the purposes of examining, repairing, replacing, altering or extending said SWM Facilities. To have and to hold the said rights and easements to the said Town, its licensees, successors and assigns, forever.

Section 3. Reimbursements for Inspections. The Declarant and the Association shall reimburse the Town for all costs associated with any and all inspections undertaken by the Town to ensure the proper construction, maintenance and operation of the landscaping and SWM Facilities, including, but not limited to all Town engineering, consulting, or other professional fees.

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0340, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

ARTICLE IV  
ASSOCIATION'S MAINTENANCE OF LANDSCAPING AND SWM FACILITY

Section 1. Maintenance Schedule. The Association and/or Owners shall maintain the landscaping and SWM Facility in good working order in accordance with the following terms and conditions:

a. Maintenance. The Association, and/or Owners, their heirs, successors and assigns, shall maintain in good condition and properly repair and restore all trees, bushes, ground surfaces, pipes, channels, swales, ditches, walls, drains, dams and structures, vegetation, erosion and sediment control measures, and other protective devices. Such repairs or restorations shall be in accordance with the Landscaping Plan and the Stormwater Management Plan, or such other plan approved by the Town. The Association and/or Owners shall perform or cause to be performed preventative maintenance on all landscaping and completed SWM Facilities to insure their proper functioning, including, but not limited to, the maintenance schedule for the SWM Facility or Facilities as noted on any Stormwater Management Plan, or other ordinance of the Town of Easton, and in accordance with the laws, rules and regulations of the United States of America, the State of Maryland, and any political subdivision having jurisdiction over the facilities constructed, operated and maintained pursuant to this Agreement. If any commission or other regulatory body, duly constituted and appointed pursuant to the laws of the State of Maryland, having jurisdiction over the SWM Facility constructed, operated and maintained pursuant to this Declaration, has by ruling or other general order or does by ruling or other general order determine and fix the manner and means of construction, operation, maintenance, repair, alteration, renewal, relocation or removal of the SWM Facility specified in this Declaration, such ruling or general order shall be complied with and shall preempt the terms of this Declaration.

b. Weeds. The Association shall keep the area upon which a SWM Facility is constructed free of weeds and growth which would be detrimental to public safety or interfere with the proper operation of the SWM Facility.

c. Trash. The Association shall keep the Common Areas free of trash, refuse and other debris.

d. Assessments. If necessary, the Association and/or Owners shall levy regular or special assessments against all present or subsequent owners of property served by the system to insure that the system is properly maintained.

Section 2. Removal. The Association shall remove the SWM Facility or otherwise leave the SWM Facility in a safe condition in the event removal is ordered or the SWM Facility is otherwise lawfully abandoned.

ARTICLE V  
TOWN MAINTENANCE OF LANDSCAPING OR SWM FACILITY

Section 1. Repairs and Preservation of Landscaping and SWM Facility. If it becomes necessary

to take any precautions to preserve the landscaping or proper operation of the SWM Facility or repairs or replacements are required, then the Association shall take immediate steps to make the necessary repairs or take the necessary precautions. In the event the Town deems it necessary to take any precaution to preserve the proper operation of the SWM Facility or determines that repairs are required, the Town shall make reasonable efforts to contact the Association and provide the Association with a reasonable opportunity to take necessary precautions or make such repairs. If the Association fails to take necessary precautions and make such repairs within a reasonable amount of time (no more than 30 days) after written notice by the Town, then the Town shall have the right to take the necessary precautions or make such necessary repairs at the sole cost, risk and expense of the Association and the Association agrees to bear the full cost thereof.

Section 2. Routine Maintenance. If, after reasonable notice by the Town (no less than 30 days), the Association fails to construct, repair, maintain or operate the landscaping or SWM Facility in accordance with approved design standards, the maintenance schedule or such laws and regulations as may be applicable from time to time, then the Town may, but shall not be required to, enter into the SWM Facility and perform all necessary construction, reconstruction, repair, operation and maintenance of the SWM Facility.

Section 3. Reimbursements to Town. In the event of work being performed and materials being furnished by the Town under the aforesaid stipulated right to perform such work, construction, maintenance, repair, alteration, renewal, relocation or removal under any section of this Agreement, the Association agrees to pay the Town the actual cost of materials plus the current applicable overhead percentages for handling, transportation and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed by the Town for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment supplies, employer's liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. All such material and labor overhead charges shall be applied at rates which are in effect at the time of performance of any work or the furnishing of materials by the Town to the landscaping or SWM Facility. In addition to the above costs, the Association shall pay an additional amount equal to thirty percent (30%) of the total of the applicable items from this paragraph.

Section 4. Assessments by the Town. If, after reasonable notice by the Town, the Association shall fail to pay the Town sums due under Section 3 hereof, the Town may assess each Owner of each Lot and its personal representatives, successors and assigns for the cost of work as provided herein. All such charges assessed shall be chargeable as a lien against each such Lot and may be placed on the property tax bill of said property and collected as ordinary real estate taxes of the Town.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Enforcement. The Town and the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration regarding the landscaping or SWM Facility. Failure by the Association, or by the Town, to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 2. Severability. The invalidation of any one of these covenants or restrictions, conditions or agreements by a judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Mechanic's Lien. In the event the Town or the Association contracts for the construction, reconstruction, repair, maintenance, or renovation of the landscaping or SWM Facility described herein, the party awarding such contract shall provide that, upon completion and acceptance of the work, the landscaping and SWM Facility is free and clear of all liens and encumbrances of every kind and character which may arise as a result of work performed and materials furnished in connection with the maintenance, construction or reconstruction of the landscaping or SWM Facility. Nothing contained in this Section 3 of this Article VI shall require any party to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof is contested in good faith by appropriate proceedings.

Section 4. Notices. All notices and other communications between the Association and the Town shall be in writing except in the event of an emergency requiring immediate action with regard to the SWM Facility on behalf of the Town or the Association. All written notices shall be deemed to have been duly given if actually delivered to the named person or if mailed, certified mail, first class, postage prepaid, as follows:

If to the Town, to: Town Manager, 14 South Harrison Street, Easton, Maryland 21601

If to the Association, to the address of the Association for tax purposes shown on the assessment records of Talbot County, Maryland."

**(End of Default Covenants)**

Section 5. Damage to Improvements. The Developer shall maintain the Development and the Improvements in a good and clean condition at all times during construction of the Development and the Improvements; shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, ditch or other Improvements (whether publicly or privately owned) in or adjacent to the Development by the Developer or any agent of or contractor hired by, or on behalf of, the Owner and/or Developer; and shall repair any damage to any street, sidewalk, ditch or other Improvements (whether publicly or privately owned) that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

Section 6. Water and Sewer Connections and Fees. Water and sewer hook-ups to the Development shall be provided in accordance with the Easton Utilities Commission's Water and Sewer Service Tariffs and the practices of the Easton Utilities Commission regarding extensions of service, as the same now exist and as they may be amended from time to time in the future. Neither the execution of this Agreement nor the approval of any plat by the Town shall constitute a promise by the Town to provide water or sewer hook-ups to the Development. Nothing in this agreement shall limit Developer's, Owner's, or any other party's ability to obtain water and sewer hookups in the Development.

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0343, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

Section 7. Liability and Indemnity of Town.

7.1. No Liability for Town Review. The Owner and/or Developer acknowledges and agrees (1) that the Town is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Town's review and approval of any plans for the Development or the Improvements, or as a result of the issuance of any approvals, permits, certificates, or acceptances for the Development or use of any portion of the Development or the Improvements, and (2) that the Town's review and approval of any such plans and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Owner and/or Developer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

7.2. Indemnification. The Owner and Developer agrees to, and does hereby, hold harmless and indemnify the Town, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims for damages that may be asserted at any time against any of such parties in connection with (1) the Town's review and approval of any plans for the Development or the Improvements, (2) the development, construction, maintenance by Developer and/or Owner of any portion of the Development, (3) the development or construction by Developer and/or Owner of any portion of the Improvements, (4) the maintenance of any Improvement until the same is accepted by the Town and (4) the performance by the Owner and/or Developer of its obligations under this Agreement and all related agreements.

7.3. Defense Expenses. The Owner and Developer shall agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Town in defending itself with regard to any and all of the claims mentioned in Subsection 8.2 above.

Section 8. Nature, Survival, and Transfer of Obligations. The Owner and Developer agree that the terms of this Agreement shall be binding upon it personally, and upon any and all of its heirs, successors, and assigns. The Developer and Owner further agrees that all payment obligations under this Agreement, together with interest and costs of collection, including legal fees and administrative expenses, shall, until paid, constitute a lien upon any portion of the Development owned by the Developer or Owner which lien shall be enforceable in the manner described in Subsection 4.8 of this Agreement.

Section 9. No Waiver of Town Rights. The Town shall be under no obligation to exercise any right granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Town shall be construed as a waiver of that or any other right.

Section 10. Changes in Law.

10.1. Any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they have been, or as they may hereafter be, amended. This section shall not be construed to allow the retroactive application of laws, ordinances, rules or regulations that

have been amended to the Development.

Section 11. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 12. Term. Except as otherwise provided herein, this Agreement shall run with and bind the Development in perpetuity, and shall inure to the benefit of and be enforceable by the Owner and/or Developer and the Town, and any of their respective legal representatives, successors and assigns.

Section 13. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices and communications to the Owner/Developer shall be addressed to, and delivered at, the following address:

K. Hovnanian Homes of Maryland, LLC  
Attn: Mike Irons  
2499 South DuPont Blvd.  
Suite G  
Smyrna, DE 19977

Brookfield Holdings (Easton) LLC  
Attn: Troy Wahlberg  
14648 N. Scottsdale Road, Suite 290  
Scottsdale, AZ 85254

Notices and communications to the Town shall be addressed to, and delivered at, the following address:

Town of Easton  
14 South Harrison Street  
Easton, MD 21601  
Attention: Town Manager

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party. No notice of a change of address shall be effective until actually received.

Section 14. Lender Protection; Certain Rights of Cure. Execution and delivery of this Agreement by parties designated as "Lender" is intended to evidence consent by the Lenders to the execution, delivery, and recordation of this Agreement.

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0345, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

Any Lender of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed- in-lieu of foreclosure on the Property, shall be entitled to the following rights and privileges:

14.1. Lender Protection. The execution, delivery and recordation of this Agreement shall not defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value. No Lender shall have an obligation or duty under this Agreement to perform any obligation of the Developer or Owner, or to guarantee such performance, prior to taking title to all or a portion of the Property.

14.2. Request for Notice to Lender; Right to Cure. The Lender of any mortgage or deed of trust encumbering the Property, or any part thereof, shall be entitled to receive from the Town a copy of any notice of violation delivered to the Developer or the Owner, provided that Lender has submitted a request in writing to Town in the manner specified herein for giving notices and the notice makes specific reference to this subsection. If Town receives such a request from a Lender, Town shall provide Lender with a copy of any notice of violation that is sent to Developer within ten (10) days of sending of the notice to Developer or Owner. Any Lender receiving such notice shall have the right, but not the obligation, to remedy any violation within 30 days. If the violation can only be remedied by Lender's taking possession of the Property, or a portion thereof, and Lender seeks to obtain possession, the time for remedy shall be extended to 30 days after possession is obtained.

14.3. Successor Rights. Any Lender who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event shall such Lender be liable for any defaults or monetary obligations of the Developer or Owner arising prior to acquisition of title to the Property by such Lender. No such Lender shall be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for any portion of the Property acquired by such Lender have been satisfied.

Section 15. Enforcement. The Town may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Town shall be entitled to withhold from the Owner and/or Developer (but not from any person who is a *bona fide* purchaser of a lot or unit for value) the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Development at any time when the Owner and/or Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a successful judicial proceeding brought by the Town against the Owner and/or Developer, or its successors or assigns, for enforcement or for breach of any provision of this Agreement, the Town shall be entitled to reimbursement from the Owner and/or Developer of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

Section 16. Amendments. This Agreement may be amended from time. No amendments to this Agreement shall be effective unless it is in a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

ATTEST:

K. HOVNANIAN HOMES OF MARYLAND, L.L.C.

*Lisa A Alexander*

By: *Michael Irons* (SEAL)  
Michael Irons, Division President

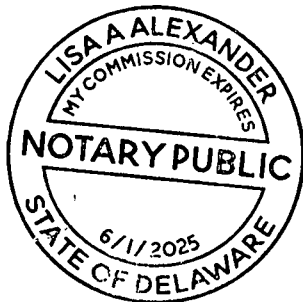
STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 6<sup>th</sup> day of August, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared MICHAEL IRONS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he is the Division President of K. HOVNANIAN HOMES OF MARYLAND, L.L.C., a Maryland limited liability company, and that he, as such Division President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Division President, and further certifies said instrument to be the valid and proper act of said Limited Liability Company.

AS WITNESS my hand and Notarial Seal.

*Lisa A Alexander*  
Notary Public

My Commission Expires: 6/1/25



ATTEST:

BROOKFIELD HOLDINGS (EASTON) LLC

*[Signature]*

By: *[Signature]* (SEAL)  
TROY WAHLBERG, Authorized Signatory

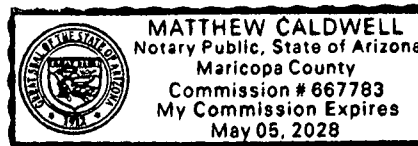
STATE OF ARIZONA, MARICOPA COUNTY to wit:

I HEREBY CERTIFY, that on this 31 day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Troy Wahlberg, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he/she acknowledged that he/she is an Authorized Signatory of BROOKFIELD HOLDINGS (EASTON) LLC, a Delaware limited liability company, and that he/she, as such Authorized Signatory, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself/herself as such Authorized Signatory, and further certifies said instrument to be the valid and proper act of said Limited Liability Company.

AS WITNESS my hand and Notarial Seal.

*[Signature: Matthew Caldwell]*  
Notary Public

My Commission Expires: May 5<sup>th</sup>, 2028



TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0348, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

ATTEST:

TOWN OF EASTON, a Maryland  
municipal corporation

Sharon M. VanEmburch By: Megan J. M. Cook (SEAL)  
Megan J. M. Cook, Mayor

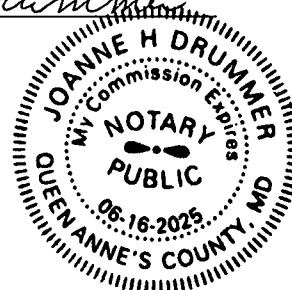
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 8th day of August, 2024, before me, the subscriber, a Notary Public of the State of Maryland, County of Talbot, personally appeared Megan J. M. Cook, known to me (or satisfactorily proven) to be the person whose name is sub-scribed to the within instrument and she acknowledged herself to be Mayor of the Town of Easton, and that she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Town by herself as Mayor.

AS WITNESS my hand and Notarial Seal.

Joanne H. Drummer  
Notary Public

My Commission Expires:  
6-16-2025



CERTIFICATION

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.

Sharon M. VanEmburch  
Sharon M. VanEmburch, Attorney at Law

**EXHIBIT "E"**

**AGREEMENT**

**SEWER SERVICE FOR FOUR SEASONS AT EASTON**

THIS AGREEMENT (this "Agreement") is made this 30<sup>th</sup> day of July, 2024, by and among **EASTON UTILITIES COMMISSION**, an agency organized and established under the Charter of the Town of Easton, Maryland ("EUC"), **K. HOVNANIAN HOMES OF MARYLAND, L.L.C.**, a Maryland limited liability company ("Developer"), and **FOUR OAKS FARM PROPERTIES, LLC**, a Maryland limited liability company; **SANDRA BROOKS MONAHAN and MEGAN ANNE MONAHAN, TRUSTEES OF THE ROY G. BROOKS, SR., GST NON-EXEMPT RESIDUARY TRUST FOR THE BENEFIT OF SANDRA BROOKS MONAHAN**; and **JOANNE BROOKS AND SANDRA BROOKS MONAHAN, TRUSTEES OF THE ROY G. BROOKS, SR., GST NON-EXEMPT RESIDUARY TRUST FOR THE BENEFIT OF JOANNE BROOKS** (collectively, "**Brooks Family**").

**RECITALS:**

WHEREAS, Developer is the contract purchaser of that certain tract or parcel of land shown as Parcel 2778 on Map 107 of the Tax Maps of Talbot County, Maryland, ("**Four Seasons at Easton Property**"); and

WHEREAS, Brooks Family is the owner of that certain tract of parcel of land shown as Parcel 196 on Map 34 of the Tax Maps of Talbot County, Maryland, ("**Brooks Family Property**"); and

WHEREAS, pursuant to Subdivision No. SD-497, the Town of Easton ("**Town**") has authorized Developer to construct two hundred fifty-two (252) new single-family detached homes and associated infrastructure upon the Four Seasons at Easton Property ("**Project**"), to establish a new residential community to be known as "**Four Seasons at Easton**"; and

WHEREAS, the Project requires the connection of all two hundred fifty-two (252) new single-family homes to the Town's public wastewater system; and

WHEREAS, EUC operates the Town's public wastewater system; and

WHEREAS, EUC has confirmed to Developer that as of the date of this Agreement, there is currently adequate capacity within the Town's wastewater treatment plant ("**WWTP**") to serve all two hundred fifty-two (252) single-family homes that are to be built within Four Seasons at Easton; and

WHEREAS, EUC reserves capacity in the WWTP on a "First Come First Serve" basis with no capacity being reserved until capital charges have been paid in full; and

WHEREAS, EUC has indicated to Developer that due to the location of the Project, connection to the WWTP will require the construction of a new regional pump station (“New RPS”) to accommodate the build out of Four Seasons at Easton; and

WHEREAS, to address other anticipated needs for wastewater service, EUC will require the New RPS to be designed and constructed in a manner that will allow EUC to provide sewer service, through the New RPS, to additional new residential units anticipated to be built in the future in the vicinity of the New RPS; and

WHEREAS, to avoid any delay in the completion of the Project, Developer has agreed to fund the design and construction of the New RPS, subject to the terms and conditions set forth herein, including, without limitation, the commitment by EUC to provide certain cost sharing and reimbursements to Developer to offset the portion of the costs to be incurred by Developer that will exceed the costs required to strictly accommodate the sewer service requirements for three-hundred and ninety-four (394) EDU’s; (i) two-hundred and fifty-two (252) single family homes for the Project: (ii) one-hundred and six (106) EDU’s for the land lying east of the Four Seasons at Easton Property, being a portion of the Brooks Family Property (“Future Development Area”)<sup>1</sup>; and (iii) a ten (10) percent reserve capacity; and

WHEREAS, pursuant to a *Deed of Right-of-Way and Easement* dated 8/14/24, and recorded in the Land Records of Talbot County, Maryland at Liber 5132 folio 284, the Developer has secured the right to construct the New RPS and for the Town to access the pump station through a portion of the Future Development Area; and

WHEREAS, the parties hereto enter into this Agreement to memorialize their respective rights and obligations under the agreed upon arrangement.

NOW, THEREFORE WITNESSETH, that for and in consideration of the mutual premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and EUC do hereby agree as follows:

**I. RECITALS.** The foregoing recitals are a material part of this Agreement, and are hereby incorporated herein.

**II. GRADING AND SITE INFRASTRUCTURE.** Provided that all other required approvals are obtained, EUC confirms that it has no objection to Developer proceeding with all grading and infrastructure development associated with the Project before the New RPS is completed. Developer acknowledges and agrees that the construction of single family residences will require the completion of the New RPS.

**III. DESIGN OF NEW RPS.** Developer has, at its cost, caused the New RPS to be designed in accordance with all applicable EUC and State standards and requirements, and EUC has approved the design of the New RPS. The Developer shall be responsible to obtain any and

---

<sup>1</sup> The Future Development Area is specifically that portion of the Brooks Family Property that lies east of the Four Seasons at Easton Property, north of Dutchmans Lane, west of the Easton Club East community and south of the Chesapeake Avenue right-of-way.

all notices, approvals, authorizations, licenses and/or permits that are required to construct and commission the New RPS, provided, however, EUC will use commercially reasonable efforts to assist Developer in obtaining any such notices, approvals, authorizations, licenses and/or permits.

**IV. CONSTRUCTION OF NEW RPS.** Following the approval of the design of the New RPS, Developer shall, at its cost but subject to the cost sharing and reimbursements provided for herein, cause the New RPS to be constructed in accordance with the approved plans. Developer and EUC agree to work cooperatively to build and commission the New RPS in an expeditious manner. EUC agrees that, following the completion of construction and satisfactory inspection by EUC, it will accept the New RPS and commission the same such that wastewater flows are received into the New RPS and directed to the WWTP. A one (1) year warranty from the commissioning of the pump station will be provided by the Developer. The parties anticipate that the completion of the construction and commissioning of the New RPS will take approximately ten (10) months.

**V. SEWER SERVICE FOR FOUR SEASONS AT EASTON.** Following the completion of the New RPS by Developer, and the acceptance and commissioning of the same by EUC, EUC covenants to Developer that, provided Developer pays for all required EDUs at a time when there is capacity within the WWTP, adequate sewer service for the entire Project, being all two hundred fifty-two (252) single-family homes, will be available for service by the WWTP through the New RPS.

**VI. COST SHARING BY EUC.** EUC acknowledges and agrees that the New RPS that is to be built by Developer will exceed the requirements for both the Project and the Future Development Area, and accordingly EUC has agreed to share in the costs of constructing the New RPS, some or all of which costs EUC intends to recapture from future development that will benefit from the availability of the additional sewer service capacity that will be created by the New RPS. Specifically, EUC agrees to reimburse Developer in the amount equal to \$37,143.00 (“EUC RPS Contribution”). Upon completion of the New RPS by Developer, Developer may invoice EUC for the EUC RPS Contribution. Upon receipt of such invoice from Developer, EUC shall remit payment to Developer within thirty (30) days thereafter.

**VII. CAPACITY FOR FUTURE DEVELOPMENT AREA.** EUC acknowledges and agrees that the New RPS is being sized to accommodate one hundred six (106) EDUs of capacity for the Future Development Area (“Capacity for Future Development Area”), and that the costs for building this capacity are being paid for by the Developer. Accordingly, EUC irrevocably agrees that the Capacity for Future Development Area shall remain available to and shall only be utilized for the development of the Future Development Area, and for no other development and/or for no other property. EUC further acknowledges and irrevocably agrees that if the Future Development Area shall be developed by anyone other than the Developer, that prior to permitting the utilization of any or all of the Capacity for Future Development Area, EUC shall require such other developer to fully reimburse the Developer for the Capacity for Future Development Area, or any portion thereof to be utilized by such developer, up to a maximum of one hundred and six (106) EDUs. The per EDU cost to be reimbursed to Developer shall be calculated by dividing the total cost incurred by the Developer to construct the New RPS by 358 (being the EDU capacity of the New RPS). Upon the completion of the New RPS by Developer,

the parties shall execute an addendum to this Agreement setting forth the actual per EDU cost to be reimbursed pursuant to this Section VII. Notwithstanding anything to the contrary, both Developer and the Brooks Family acknowledge and agree that the per EDU costs to be reimbursed to Developer pursuant to this Section VII shall be in addition to any costs for EDUs that may be owed to EUC if and when the Future Development Area may be developed.

**VIII. TIME IS OF THE ESSENCE.** EUC and Developer acknowledge and agree that time is of the essence for the design, approval, construction, and commissioning of the New RPS.

**IX. OTHER PROVISIONS.**

a. **Binding on Successors.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

b. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be determined in accordance with Maryland law and venue shall be in the courts in Talbot County, Maryland.

c. **No Agency Created.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

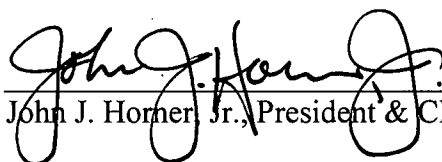
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed as of the day and year first written above.

K. HOVNIANIAN HOMES OF MARYLAND,  
L.L.C.

By:   
Michael Irons, Division President

“Developer”

EASTON UTILITIES COMMISSION

By:   
John J. Horner, Jr., President & CEO

“EUC”

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0353, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

FOUR OAKS FARM PROPERTIES, LLC

By: James L. Gannon, III  
James L. Gannon, III, Authorized Member

Sandra Brooks Monahan  
Sandra Brooks Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Sandra Brooks Monahan

Megan Anne Monahan  
Megan Anne Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Sandra Brooks Monahan

Joanne Brooks  
Joanne Brooks, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Joanne Brooks

Sandra Brooks Monahan  
Sandra Brooks Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Joanne Brooks

“Brooks Family”

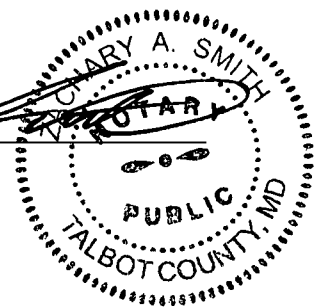
STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared MICHAEL IRONS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he is the Division President of K. HOVNANIAN HOMES OF MARYLAND, L.L.C., a Maryland limited liability company, and that he, as such Division President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Division President, and further certifies said instrument to be the valid and proper act of said Limited Liability Company.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

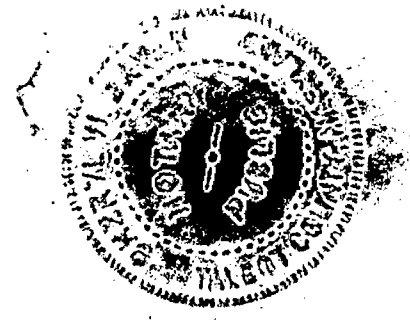
I HEREBY CERTIFY, that on this 30<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public of the State of Maryland, County of Talbot, personally appeared John J. Horner, Jr., known to me (or satisfactorily proven) to be the person whose name is sub-scribed to the within instrument and he acknowledged himself to be the President & CEO of the Easton Utilities Commission, and that he as such President & CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Easton Utilities Commission by himself as President & CEO.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

*[Handwritten Signature: Cheryl W. Bryan]*  
\_\_\_\_\_  
Notary Public

Cheryl W. Bryan  
Notary Public  
Talbot County  
Maryland  
Commission Expires 4/15/2027

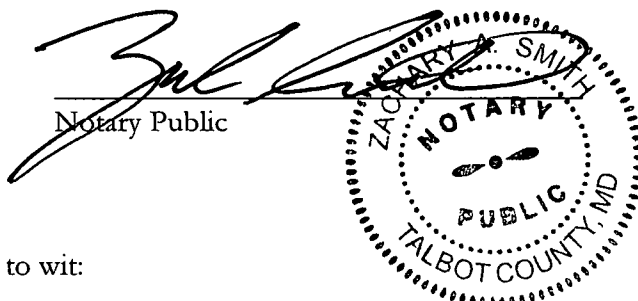


STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared JAMES L. GANNON, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he is an Authorized Member of FOUR OAKS FARM PROPERTIES, LLC, a Maryland limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Member, and further certifies said instrument to be the valid and proper act of said Limited Liability Company.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27

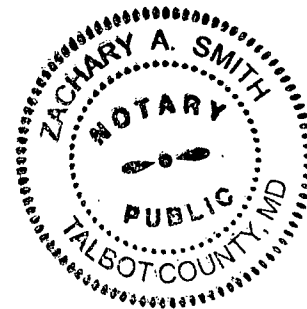


STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared SANDRA BROOKS MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Sandra Brooks Monahan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27




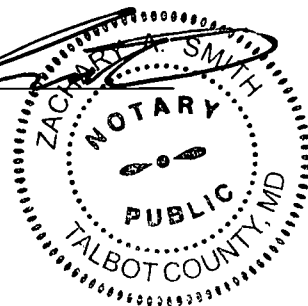
TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0356, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared MEGAN ANNE MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Sandra Brooks Monahan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27


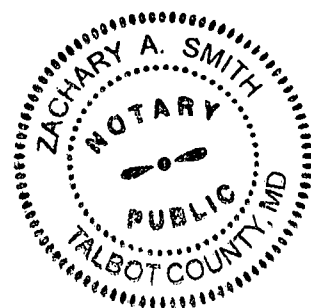
  
Notary Public  


STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared JOANNE BROOKS, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Joanne Brooks, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27

  
Notary Public  


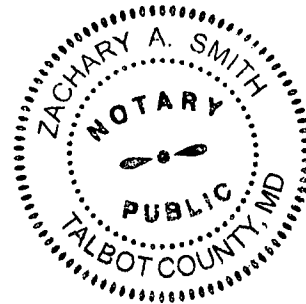
STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared SANDRA BROOKS MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Joanne Brooks, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3/26/27

  
Notary Public



LR - Covenant  
Recording Fee 75.00  
Declarant Name: Four  
Seasons At Easton  
Ref:  
LR - Covenant  
Surcharge 40.00  
=====

SubTotal:	115.00
=====	
Total:	175.00

08/16/2024 12:51  
CC20-MG  
#18342457 CC0205 -  
Talbot  
County/CC02.05.02 -  
Register 02



**Kathleen M. Duvall, Clerk**  
**Circuit Court for Talbot County**  
11 N. Washington St., Suite 16  
Easton, Maryland 21601

License and Recording  
410-822-2611 Ext. 4

DOCUMENT VALIDATION  
(excluded from page count)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STORMWATER MANAGEMENT  
AND STORMWATER IMPROVEMENTS AGREEMENT  
29434 DUTCHMANS LANE, MAP 107, PARCEL 2778, EASTON, MD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STORMWATER MANAGEMENT AND STORMWATER IMPROVEMENTS AGREEMENT (“Declaration”), made this 4<sup>th</sup> day of August, 2024, by and between the TOWN OF EASTON, a municipal corporation of the State of Maryland (the “Town”), and FOUR OAKS FARM PROPERTIES, LLC, a Maryland limited liability company; SANDRA BROOKS MONAHAN and MEGAN ANNE MONAHAN, TRUSTEES OF THE ROY G. BROOKS, SR., GST NON-EXEMPT RESIDUARY TRUST FOR THE BENEFIT OF SANDRA BROOKS MONAHAN; and JOANNE BROOKS AND SANDRA BROOKS MONAHAN, TRUSTEES OF THE ROY G. BROOKS, SR., GST NON-EXEMPT RESIDUARY TRUST FOR THE BENEFIT OF JOANNE BROOKS; hereinafter collectively called the “Declarant”.

WHEREAS, Declarant collectively is the owner of property consisting of 100.205 acres, more or less, located in the First Election District of Talbot County, Maryland known as 29434 Dutchmans Lane, Easton, Maryland (Talbot County Tax Map 0107, Parcel 2778) which was conveyed to Grantor by virtue of the following Deeds:

- (1) As to Four Oaks Farm Properties, LLC, – a deed dated January 18, 2013 and recorded among the Land Records of Talbot County, Maryland, in Liber 2056, folio 103;
- (2) As to Sandra Brooks Monahan and Megan Anne Monahan, Trustees – a deed dated July 17, 2013 and recorded among the Land Records of Talbot County, Maryland, in Liber 2113, folio 397; and
- (3) As to Joanne Brooks and Sandra Brooks Monahan, Trustees – a deed dated July 17, 2013 and recorded among the Land Records of Talbot County, Maryland, in Liber 2113, folio 397;

hereinafter referred to as the “Property”; and

WHEREAS, Declarant proposes to develop the property as a residential subdivision and is required to provide a stormwater management plan and certain stormwater management facilities for the purpose of controlling stormwater runoff in accordance with the terms of the Stormwater Management Laws and Regulations of the Town of Easton and the State of Maryland; and

WHEREAS, Declarant is required to provide assurances that the aforesaid stormwater management plan and all related facilities have been constructed and will be maintained in good operating order, and repaired and replaced as necessary; and

WHEREAS, “Stormwater Management Facility”, “SWM Facility”, or “Improvements” shall mean and refer to one or more stormwater management control devices which have been constructed upon the Property, including, but not limited to, intake structures, overflow structures, tanks, sumps, pipes, under-drains, overflows, ponds, reservoirs, vegetation, infiltration systems, exfiltration systems, flow control structures, channels, swales and ditches, and other systems which

receive stormwater runoff either directly or through a system of pipes or channels to control or otherwise alter or regulate the rate at which stormwater is discharged from the Property, which are more fully set forth on the approved improvement plans for the Property, titled "Subdivision Improvement Plans for K. Hovnanian's Four Seasons At Easton", prepared by Lane Engineering, LLC, and bearing a final Town of Easton approval date of May 7, 2024, ("Site Construction Plans"), which Site Construction Plans were prepared for the Declarant and are maintained in the Easton Town Office; and

WHEREAS, the Town Engineer has approved the total estimated cost for the construction of the stormwater management facilities shown on the Site Construction Plans in the sum of Two Million One Hundred Eighty-Four Thousand Two Hundred Sixty-Two Dollars (\$2,184,262.00).

NOW, THEREFORE, the parties agree as follows: the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following stormwater management easements, restrictions, covenants, agreements, set forth herein, including those conditions which are for the purpose of complying with the Laws of the State of Maryland and the Town of Easton, Maryland relating to stormwater management, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof and their heirs, successors and assigns and which shall inure to the benefit of each owner of the Property or part thereof and to the benefit of the Town of Easton, its successors and assigns, but to no other person. As hereinafter set forth in this Declaration, the term "Declarant" shall be deemed to mean and refer to BROOKFIELD HOLDINGS (EASTON) LLC, a Delaware limited liability company registered to conduct business in Maryland.

**ARTICLE I  
IMPROVEMENTS, EASEMENTS, RIGHTS-OF-WAY AND RIGHT OF ENTRY - SWM  
FACILITY**

**Section 1. Improvements Required.** The Declarant shall, at its sole expense, construct and install all of the Improvements. The Improvements shall be designed and constructed pursuant to and in accordance with Town standards and to the sole satisfaction of the Town Engineer, which approval shall not be unreasonably withheld. The Declarant shall cause all work on the Improvements to be completed in a good and workmanlike manner and with due dispatch. To secure the performance of this Section, the Declarant shall provide the security described in Article IV.

**Section 2. Town Inspections and Approvals.** All work on the Improvements shall be subject to inspection and approval by Town representatives at all times.

**Section 3. Ingress and Egress.** The Declarant does hereby grant and shall continue to grant to the Town, its successors, agents, contractors, licensees and assigns, a perpetual right of entry and easement over the Property as reasonably necessary, in the Town's discretion, to enter upon the Property to correct, repair, and restore all required stormwater management and drainage facilities to good working order.

**Section 4. Easement for Inspection, Construction, Maintenance and Operation of the Landscaping and SWM Facilities.** The Declarant does hereby grant and convey to the Town, its successors and assigns, forever, a perpetual easement for the purpose of inspecting, constructing, installing, reconstructing, operating, maintaining and using the landscaping and SWM Facilities, on, in, under, over and across the Property, which are more fully set forth on the Site Construction Plans which are maintained by the Town as part of the Town's records, and which are incorporated herein by reference.

Together with (a) the right of access at all times to the above described SWM Facilities, (b) the right to trim, top, cut down and remove trees and shrubs adjacent to said SWM Facilities, (c) the right to mow, clean and otherwise maintain the SWM Facilities described in the Site Construction Plans, (d) the right to provide for the proper operation of the SWM Facilities, and (e) the right to make necessary openings and excavations for the purposes of examining, repairing, replacing, altering or extending said SWM Facilities.

To have and to hold the said rights and easements to the said Town, its licensees, successors and assigns, forever.

**Section 5. Reimbursements for Inspections.** The Declarant shall reimburse the Town for all costs associated with any and all inspections undertaken by the Town to ensure the proper construction, maintenance and operation of the Improvements and landscaping associated with SWM and SWM Facilities, including, but not limited to all Town engineering, consulting, or other professional fees.

**ARTICLE II**

**DECLARANT MAINTENANCE OF LANDSCAPING AND SWM FACILITY**

**Section 1. Maintenance Schedule.** The Declarant shall maintain the SWM Facility in good working order in accordance with the following terms and conditions:

**a. Maintenance.** The Declarant shall maintain in good condition and properly repair and restore all trees, bushes, ground surfaces, pipes, channels, swales, ditches, walls, drains, under-drains, dams and structures, vegetation, erosion and sediment control measures, and other protective devices. Such repairs or restorations shall be in accordance with the Site Construction Plans, or such other plan approved by the Town. The Declarant shall perform or cause to be performed preventative maintenance on all SWM Facilities to insure their proper functioning, including, but not limited to, the maintenance schedule for the SWM Facility or Facilities as noted on any Site Construction Plans, or other ordinance of the Town of Easton, and in accordance with the laws, rules and regulations of the United States of America, the State of Maryland, and any political subdivision having jurisdiction over the facilities constructed, operated and maintained pursuant to this Declaration. If any commission or other regulatory body, duly constituted and appointed pursuant to the laws of the State of Maryland, having jurisdiction over the SWM Facilities constructed, operated and maintained pursuant to this Declaration, has by ruling or other

general order or does by ruling or other general order determine and fix the manner and means of construction, operation, maintenance, repair, alteration, renewal, relocation or removal of the SWM Facilities specified in this Declaration, such ruling or general order shall be complied with and shall preempt the terms of this Declaration.

b. **Weeds.** The Declarant shall keep the area upon which the SWM Facilities are constructed substantially free of weeds and growth which would be detrimental to public safety or interfere with the proper operation of the SWM Facilities.

c. **Trash.** The Declarant shall keep the SWM Facilities substantially free of trash, refuse and other debris.

**Section 2. Removal.** The Declarant shall remove the SWM Facilities or otherwise leave the SWM Facilities in a safe condition in the event removal is ordered or the SWM Facilities are otherwise lawfully abandoned.

**ARTICLE III  
TOWN MAINTENANCE OF SWM FACILITY**

**Section 1. Repairs and Preservation of SWM Facility.** If it becomes necessary to take any precautions to preserve the proper operation of the SWM Facility or repairs or replacements are required, then the Declarant shall take immediate steps to make the necessary repairs or take the necessary precautions. In the event the Town deems it necessary to take any precaution to preserve the proper operation of the SWM Facility or determines that repairs are required, the Town shall make reasonable efforts to contact the Declarant and provide the Declarant with a reasonable opportunity to take necessary precautions or make such repairs. If the Declarant fails to take necessary precautions and make such repairs within a reasonable amount of time (no more than 30 days) after written notice by the Town, then the Town shall have the right to take the necessary precautions or make such necessary repairs at the sole cost, risk and expense of the Declarant and the Declarant agrees to bear the full cost thereof.

**Section 2. Routine Maintenance.** If, after reasonable notice by the Town (no less than 30 days), the Declarant fails to construct, repair, maintain or operate the landscaping or SWM Facility in accordance with approved design standards, the maintenance schedule or such laws and regulations as may be applicable from time to time, then the Town may, but shall not be required to, enter into the SWM Facility and perform all necessary construction, reconstruction, repair, operation and maintenance of the SWM Facility.

**Section 3. Reimbursements to Town.** In the event of work being performed and materials being furnished by the Town under the aforesaid stipulated right to perform such work, construction, maintenance, repair, alteration, renewal, relocation or removal under any section of this Declaration, the Declarant agrees to pay the Town:

a. Any and all of the following that are applicable:

- i. the actual cost to the Town to have a contractor(s) perform such work; or
- ii. the actual cost to the Town to have Town staff perform such work, including the

following:

- 1. the actual cost of materials; plus
- 2. the Town's then applicable overhead percentages for handling, transportation, and other related material management expenses, plus
- 3. the actual cost of labor, plus
- 4. the Town's then applicable overhead percentages for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses; and
- 5. all such materials and labor overhead charges shall be applied at rates which are in effect at the time of performance of any work or the furnishing of materials by, to or for the Town to the required SWM Facilities.

b. An additional amount equal to thirty percent (30%) of the total of the applicable items from (a) above.

**Section 4. Assessment by the Town.** If, after reasonable notice by the Town, the Declarant fails to pay the Town sums due under Section 3 hereof, the Town may assess the Declarant for the cost of work as provided herein. All such charges assessed shall be chargeable as a lien against the Property and may be placed on the property tax bill of said property and collected as ordinary real estate taxes of the Town.

**ARTICLE IV  
PERFORMANCE SECURITY.**

**Section 1. Performance Security.** As security to the Town for the performance by the Declarant of the Declarant's obligations to construct and complete the Improvements pursuant to and in accordance with Article I, Section 1 of this Agreement, the Declarant shall deposit with the Town performance bonds, letters of credit, cash deposits, or other suitable and valid security, (collectively referred to as the "Surety") in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), which amount equals approximately one hundred twenty-five percent (125%) of the approved cost estimate for all Improvements to be constructed, including any outstanding or anticipated engineering, administrative and legal costs or fees. The Surety shall be maintained and renewed by the Declarant, and shall be held by the Town, until the approval of each phase of the Improvements by the Town. After such approval of each phase, the Town shall release the applicable Surety.

**Section 2. Form of Letters of Security.** The Surety shall be in a form satisfactory to the Town Attorney and shall be from a bank or bond company acceptable to the Town. The Surety shall, at a minimum, provide that (1) it shall not be canceled without the prior written consent of the Town; (2) it shall not require the consent of the Declarant prior to any draw on it by the Town; (3) it shall renew automatically unless the bank or bond company notifies the Town not less than 60 days prior to its expiration; and (4) if at any time it will expire within 60 or any lesser number

of days, and if it has not been renewed, and if any applicable obligation of the Declarant for which it is security remains uncompleted or unsatisfactory, then the Town may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the surety thereafter either hold all proceeds in escrow as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the Town for any and all costs and expenses, including legal fees and administrative costs, incurred by the Town, as the Town shall determine.

**Section 3. Use of Funds in the Event of Breach of Agreement.** If the Declarant (1) fails to complete the Improvements in accordance with this Agreement, (2) fails to correct any defect or deficiency in the Improvements as required under this Agreement, (3) fails to restore property in accordance with a demand made pursuant to this Agreement, or (4) in any other manner fails to meet fully any of their obligations under this Agreement with respect to the Improvements, then the Town may draw on and retain all or any of the funds remaining in the Surety in order to correct Declarant's breach of this Agreement or to assure satisfactory performance of Declarant's remaining obligations under this Agreement or both. The Town shall also have the right (1) to exercise its rights under this Agreement to complete work under Article I of this Agreement; (2) to take any other action it deems reasonable and appropriate to mitigate the effects of such failure or refusal; and (3) to reimburse itself from the proceeds of the Surety for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Declarant's failure or refusal to fully meet its obligations under this Agreement. Any funds withdrawn from a Surety by the Town which are not used for the purposes set forth in this Section shall be returned to the issuer of the Surety or the Declarant as their interests may appear. If the Town exercises any of its rights under this paragraph, it shall give notice to the Declarant.

## ARTICLE V GENERAL PROVISIONS

**Section 1. Enforcement.** The Town shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration regarding the landscaping or SWM Facility. Failure by the Town to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at any time thereafter.

**Section 2. Severability.** The invalidation of any one of these covenants or restrictions, conditions or agreements by a judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 3. Notices.** All notices and other communications between the Declarant and the Town shall be in writing except in the event of an emergency requiring immediate action with regard to the SWM Facility on behalf of the Town. All written notices shall be deemed to have been duly given if actually delivered to the named person or if mailed, certified mail, first class, postage prepaid, as follows:

If to the Town, to: Donald Richardson or his successor, Town Manager, 14 South Harrison

Street, Easton, Maryland 21601.

If to the Declarant, to the address of the owner of the Property for tax purposes shown on the assessment records of Talbot County, Maryland.

**Section 4. Amendment or Deletion.** This Declaration may not be modified, amended or deleted without the Town's express written consent.

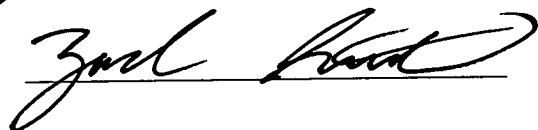
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 26<sup>th</sup> day of July, 2024.

WITNESS:

FOUR OAKS FARM PROPERTIES, LLC



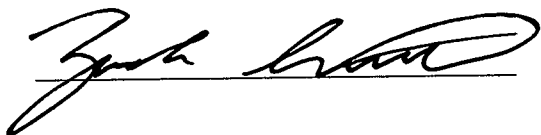
By: James L. Gannon, III (SEAL)  
James L. Gannon, III, Authorized Member



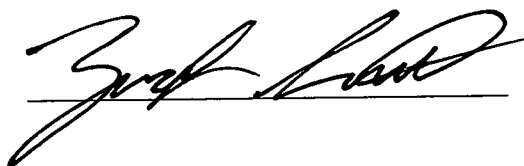
Sandra Brooks Monahan (SEAL)  
Sandra Brooks Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Sandra Brooks Monahan



Megan Anne Monahan (SEAL)  
Megan Anne Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Sandra Brooks Monahan



Joanne Brooks (SEAL)  
Joanne Brooks, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Joanne Brooks



Sandra Brooks Monahan (SEAL)  
Sandra Brooks Monahan, Trustee of the  
Roy G. Brooks, Sr., GST Non-Exempt  
Residuary Trust for the benefit of  
Joanne Brooks

TOWN OF EASTON

[Signature]

[Signature] (SEAL)  
By: Megan J. M. Cook, Mayor

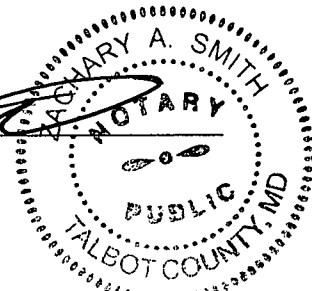
STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared **JAMES L. GANNON, III**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he is an Authorized Member of **FOUR OAKS FARM PROPERTIES, LLC**, a Maryland limited liability company, and that he, as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Member, and further certifies said instrument to be the valid and proper act of said Limited Liability Company.

AS WITNESS my hand and notarial seal.

[Signature]  
Notary Public

My commission expires: 3/26/26



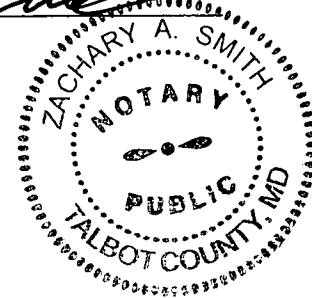
STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared **SANDRA BROOKS MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Sandra Brooks Monahan**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and notarial seal.

[Signature]  
Notary Public

My commission expires: 3/26/26

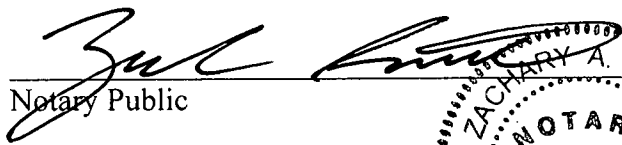


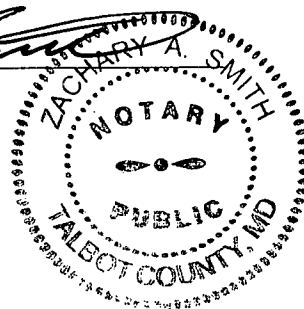
TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0307, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared **MEGAN ANNE MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Sandra Brooks Monahan**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and notarial seal.

  
Notary Public

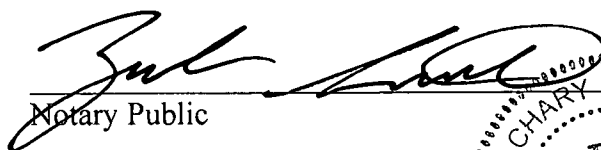


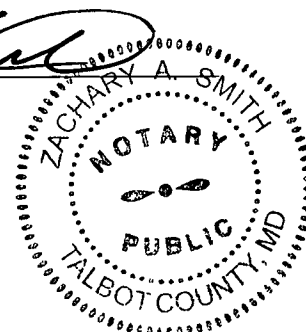
My commission expires: 3/26/26

STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared **JOANNE BROOKS, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Joanne Brooks**, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and notarial seal.

  
Notary Public

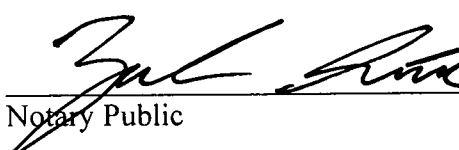


My commission expires: 3/26/26

STATE OF MARYLAND, TALBOT COUNTY to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared **SANDRA BROOKS MONAHAN, Trustee of the Roy G. Brooks, Sr., GST Non-Exempt Residuary Trust for the benefit of Joanne Brooks**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she, as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Trustee, and further certifies said instrument to be the valid and proper act of said Residuary Trust.

AS WITNESS my hand and notarial seal.

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




My commission expires: 3/26/26

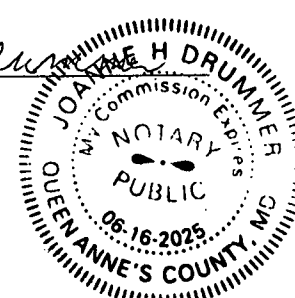
STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of August, 2024, before me, the subscriber, a Notary Public of the State of Maryland, County of Talbot, personally appeared **Megan J. M. Cook**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged herself to be Mayor of the **Town of Easton**, and that she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Town by herself as Mayor.

AS WITNESS my hand and Notarial Seal.

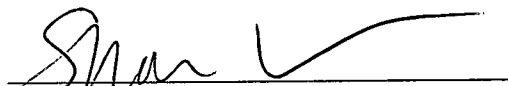
My Commission Expires:  
6-16-2025

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



CERTIFICATION

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 Supreme Court of Maryland.

  
\_\_\_\_\_  
Sharon M. VanEmburch, Esq.

TALBOT COUNTY CIRCUIT COURT (Land Records) KMD 3132, p. 0309, MSA\_CE91\_3071. Date available 08/19/2024. Printed 02/26/2025.

LR - Covenant Recording  
 Fee 75.00  
 Declarant Name: Four  
 Daks Prop LLC-Brooks  
 Ref:  
 LR - Covenant Surcharge  
 40.00  
 =====  
 SubTotal: 115.00  
 =====  
 Total: 470.00  
 08/16/2024 12:19  
 CC20-MG  
 #18342372 CC0205 -  
 Talbot  
 County/CC02.05.02 -  
 Register 02



**Kathleen M. Duvall, Clerk**  
**Circuit Court for Talbot County**  
 11 N. Washington St., Suite 16  
 Easton, Maryland 21601

License and Recording  
 410-822-2611 Ext. 4

DOCUMENT VALIDATION  
 (excluded from page count)





## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

March 28, 2025

Lane Engineering LLC  
% Brittany Wallace  
117 Bay Street  
Easton, Maryland 21601

**Re: BOZA Application V - 1410 / V 25 - 02**  
29434 Dutchman's Lane -Four Seasons Easton  
Tax Map 0107, Grid 00EA, Parcel 2778  
Easton, Maryland 21601

Ms. Wallace,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on **Tuesday, April 15, 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. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. 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](mailto:ssmith@eastonMD.gov)



## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

March 31, 2025

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, April 15, 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 V - 1410 / V 25 - 02 has been filed by Lane Engineering (Applicant) on behalf of Brookfield Holdings Easton LLC (Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28-1101.7.B.5, the maximum number of freestanding signs permitted to identify a subdivision, multifamily or Planned Development (PR, PUD or HC) project. The Applicant is seeking to install a second freestanding monument sign at the entrance of the subdivision in order to improve signage visibility to eastbound and westbound travelers on Dutchman's Lane. The property is located at 29434 Dutchman's Lane, Easton, Maryland, also known as Tax Map 0107, Grid 00EA, Parcel 2778, and is situated in the R-10A – Residential District.

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](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



***Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - March 31, 2025.***

NOTICE

Notice is hereby given that Application V - 1410 / V 25 - 02 has been filed by Lane Engineering (Applicant) on behalf of Brookfield Holdings Easton LLC (Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28-1101.7.B.5, the maximum number of freestanding signs permitted to identify a subdivision, multifamily or Planned Development (PR, PUD or HC) project. The Applicant is seeking to install a second freestanding monument sign at the entrance of the subdivision in order to improve signage visibility to eastbound and westbound travelers on Dutchman's Lane. The property is located at 29434 Dutchman's Lane, Easton, Maryland, also known as Tax Map 0107, Grid 00EA, Parcel 2778, and is situated in the R-10A – Residential District.

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, April 15, 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 V - 1410 / V 25 - 02..." was published in the:

The Star Democrat 03/29/25



James F. Normandin  
President & Publisher

NOTICE

Notice is hereby given that Application V - 1410 / V 25 - 02 has been filed by Lane Engineering (Applicant) on behalf of Brookfield Holdings Easton LLC (Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28-1101.7.B.5, the maximum number of freestanding signs permitted to identify a subdivision, multifamily or Planned Development (PR, PUD or HC) project. The Applicant is seeking to install a second freestanding monument sign at the entrance of the subdivision in order to improve signage visibility to eastbound and westbound travelers on Dutchman's Lane. The property is located at 29434 Dutchman's Lane, Easton, Maryland, also known as Tax Map 0107, Grid 00EA, Parcel 2778, and is situated in the R-10A – Residential District.

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, April 15, 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  
3077007 SD 3/29/2025



**TOWN OF EASTON**  
**Planning & Zoning Department**  
14 South Harrison Street  
Easton, Maryland 21601

**EXHIBIT SUMMARY**  
**for 28708 HOPE CIRCLE**  
**V - 1421 / V 25 - 03**  
**2025-04-15**

**Applicant notified of hearing date:** Email: 2025-03-28 – 18 days

**Exhibit A:** Staff Report: 2025-04-08 – 7 days

**Exhibit B:** Application

**Application:** 2025-03-18 – 28 days  
Variance Application V - 1421 and Request  
Variance Findings of Fact  
March 19, 2025 Planning and Zoning Official Determination Letter  
March 2005 Survey  
March 3, 2025 Cookes Hope AERC Approval Letter  
Building Permit Application 2025-20209  
Site Photos  
January 2020 Deed

**Proof of Payment:** 2025-03-28 – 18 days

**Exhibit C:** Notices

**Applicant Hearing Letter:** 2025-03-28 – 18 days

**400' Notices Distributed:** 2025-03-28 – 18 days

**Picture of Property Sign Posting:** 2025-03-31 – 15 days

**Exhibit D: Public Advertisement**

**Advertisement sent to the Star Democrat: 2025-03-26 – 20 days**

**Advertisement run in Star Democrat: 2025-03-29 – 17 days**

Star Democrat Proof

Certificate of Publication

# 3b

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

**SUBJECT:** VARIANCE 1421  
**ELECTION WARD:** Ward 3  
**CRITICAL ACTION DATE:** At the pleasure of the Board.  
**STAFF CONTACTS:** Nicholas Johnson, AICP – Town Planner  
Miguel Salinas - Director of Planning and Zoning  
**APPLICANT:** Beverly Rohman

**PURPOSE:** The applicant is seeking a variance from §28-1006.D.1 to construct a fence exceeding the maximum permitted height of four (4) feet within a front yard. The proposed fence is 5 1/2 ‘ with an additional 18” of lattice with a total height of 84” above the surface of the ground at its highest point.

**RECOMMENDATION:**  
Staff supports a Board **approval** of this variance request as submitted.

<b>APPLICATION INFORMATION:</b>	
<b>APPLICANT:</b> Beverly Rohman 28708 Hope Circle Easton MD, 21601	<b>REPRESENTATIVE:</b> Self
<b>PARCELS/ACREAGE:</b>	
Parcel Information	Acres
Map 42, Grid 4, Parcel 1282, Lot 116	0.24

<b>ACCEPTANCE DATE:</b> March 18, 2025	<b>LOCATION:</b> 28708 Hope Circle
<b>EXISTING ZONING</b> R-10A PUD Overlay	<b>EXISTING LAND USE:</b> Residential
<b>HISTORIC DISTRICT:</b> No	<b>FUTURE LAND USE:</b> Residential

**CONTEXT:**

Location/Site Access – The subject property is a 10,424 square foot property located at the corner of Hope Circle, Emanuel Street, and Hayley Alley. The property is bordered to the south by a parcel containing a single-family dwelling unit also zoned R-10A. Vehicular access to the property is provided by a driveway on Emanuel Street and Hayley Alley.

Existing Conditions – The subject property contains an existing single-family dwelling unit and associated off-street parking. In addition to the principal structure, a patio surrounded by a seven (7) foot tall fence is located within the Emanuel Street facing front yard (See Background).

Surrounding Properties –

	<b>Land Use</b>	<b>Zoning District(s)</b>	<b>Future Planned Land Use</b>
<b>West</b>	Residential	R-10A, PUD	Residential
<b>East</b>	Residential	R-10A, PUD	Residential
<b>South</b>	Residential	R-10A, PUD	Residential
<b>North</b>	Residential	R-10A, PUD	Residential



*Figure 1 Vicinity Map*

**BACKGROUND INFORMATION:** A permit for the existing non-conforming fence was issued by the Town in April of 2005. A review of the 2005 Zoning Ordinance indicates that the same height requirements and corner lot restrictions that exist today, existed at the time the permit was issued. The theory regarding why this fence was permitted seemingly in violation of the Zoning requirements is that a policy once existed specific to fences on corner lots within the Cooke’s Hope subdivision. However, staff was not able to find any documentation of such a policy. Furthermore, a property located at 28734 Emanuel Street was required to request a variance (V-749) in 2017 in order to construct a similar fence on a corner lot within the same subdivision. This variance request was granted by the Board at that time.

**PROPOSAL:** The applicant is seeking a variance from §28-1006.D.1 to construct a fence exceeding the maximum permitted height of four (4) feet within a front yard. This property is

considered a corner lot <sup>1</sup> meaning it has two front yards facing Hope Circle and Emmanuel Street and two side yards (§28-1005). The fence as proposed, is located entirely within the front yard and could not exceed four (4) feet in height without a variance being granted. In addition to the permitted four (4) feet high fence, a non-solid lattice feature not exceeding two (2) feet may be added to the top (§28-1006.D.5).

	Allowed	Proposed
<b>Fence Height</b>	4 feet (Maximum)	5.5 feet
<b>Non-solid Feature Height</b>	2 feet (Maximum)	1.5 feet

**POLICY ANALYSIS (VARIANCE):**

- a. Granting the application: (i) will not be contrary to the public interest, (ii) will be in harmony with the purpose and intent of the Ordinance and (iii) will not be injurious to the neighborhood or otherwise detrimental to the public welfare;**

**Analysis** – The proposed fence replaces an existing non-conforming fence that is of a comparable height and style to other fences found within this neighborhood. The fence is located so that it is entirely outside of the visibility triangle at the intersection of Hope Circle and Emanuel Street. The purpose of limiting the height of fences to four (4) feet within a front yard is to prohibit the construction of high fences or walls that create a fortress-like environment. In this case, the primary front façade faces Hope Circle. The proposed fence, while located in a front yard, is located in the non-primary front yard that functions more as a side or rear yard.

- b. Owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.**

**Analysis** – This lot is peculiar in that there is very little side yard where a fence exceeding four (4) feet in height could be constructed. The property has a large amount of frontage on Emanuel Street and a majority of the outdoor space is located between the building’s façade and Emanuel Street. The actual side yard is taken up almost entirely by off-street parking and HVAC units.

**DRAFT MOTIONS:**

---

<sup>1</sup> "a lot having continuous frontage on two or more intersecting streets. Notwithstanding any other provision of this Code, corner lots shall be deemed to have two fronts, two sides, and no rear for the purpose of meeting setback requirements." - §28-114

1. I move that the Board of Zoning Appeals **approve Variance 1421 as submitted** based on staff's draft findings.

OR

2. I move that the Board of Zoning Appeals approve Variance 1421 based on the following findings...

OR

3. I move an alternate motion.



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

RECEIVED  
 MAR 18 2025  
 TOWN OF EASTON

**BOARD OF ZONING APPEALS APPLICATION**

**APPLICATION TYPE**

VARIANCE       APPEAL       SPECIAL EXCEPTION

**PROPERTY INFORMATION**

ADDRESS	28708 Hope Circle Easton, MD 21601				
TAX MAP	GRID	PARCEL	LOT	116	
DEED REFERENCE	LIBER	FOLIO			
PLAT REFERENCE	LIBER	FOLIO			
EXISTING USE					
ZONING DISTRICT					

HISTORIC DISTRICT Y  N       Planned Redevelopment District Y  N

**OWNER**

NAME	Beverly Rohman				
MAILING ADDRESS	28708 Hope Circle Easton, MD 21601				
TELEPHONE NO.	410-829-9501	EMAIL	beverlyrohman@gmail.com		

**APPLICANT OR AGENT**

NAME	Same as above				
MAILING ADDRESS	Same as above				
TELEPHONE NO.		EMAIL			

**Surveyor / Engineer**

NAME	Lane Engineering				
License Number and Expiration					
MAILING ADDRESS	117 Bay Street				
TELEPHONE NO.		EMAIL			

**REQUEST DETAILS**

SUBJECT TO PREVIOUS BOZA APPLICATION Y  N

ZONING ORDINANCE SECTION

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.**

05VH377

SIGNATURE OF APPLICANT OR AGENT	<i>Beverly Rohman</i>
Date	3-18-25
PRINTED NAME OF APPLICANT OR AGENT	BEVERLY ROHMAN

*For Office Use Only*

Project Number	V 25 - 03	Fee Received	\$250.00
Application Number	V - 1421	Application Notification	03/31/2025
Filing Date	03/18/2025	Property Posting Date	03/31/2025
BOZA Hearing Date	04/15/2025	Notice(s) Published	03/29/2025
If ESDR, Date	-		

*Revised 11-2023*

Beverly Rohman  
28708 Hope Circle  
Easton, MD 21601

March 28, 2025

To the BOARD OF ZONING APPEALS VARIANCE REQUEST

We are submitting this request to get a permit to **reconstruct the identical fence that was approved and built in March, 2005, in Cooke's Hope at 28708 Hope Circle, Easton, MD 21601.** The replacement fence will be constructed by Long Fence, the same company that built it 20 years. The new fence will be built Line Level to accommodate the slope of the property. The one improvement this time is that the height of 72" at the house will provide the line to continue around the property. Given the slope of the property, the Line Level construction will necessitate that, at the lowest area, the fence will be a height of 84" then continue to the end of the fence --- next to driveway and abutting the garage -- where it will, again, be a height of 72".

I look forward to meeting with you and presenting this request.

Thank you.



Beverly Rohman  
410-829-9561

[beverlyrohman@gmail.com](mailto:beverlyrohman@gmail.com)

Beverly Rohman  
28708 Hope Circle  
Easton, MD 21601

March 28, 2025

BOARD OF ZONING APPEALS VARIANCE REQUEST

Check List Attached

**Variance Findings of Fact**

1. Granting of the Variance I have requested would not impede or in any way be detrimental to satisfying any of the objectives of the Zoning Ordinance.  
  
(See attached list)
2. The proposed Variance would be in harmony with the Zoning approval given on March 5, 2005, when the original permit was submitted for this current fence construction. Also, the Variance would be in harmony with the strict guidelines and criteria of the Cooke's Hope Architectural and Environmental Review Committee (AERC) which approved this new construction on March 3, 2025, and is attached with this request. The proposed Variance would also complement the quality and standards that are enforced by the AERC and evident in other houses in the community – particularly in the Village section where our house is located and where several other houses have 7' front facing fences. *See photos.*
3. The proposed Variance would permit reconstruction of the of the identical fence that has been in place since March, 2005 --- without ever endangering the public safety, health or welfare to the neighborhood.
4. This corner property is situated so the prominent outside patio and yard area are totally exposed to the road and in view of the other houses. For privacy and to accommodate the slope of the ground from the house to the edge of the property requires the fence variance to go from 72" at the house level and continue on Line Level around the yard and patio area to the driveway in back. The varying heights go from 72" on the front section next to the house to approximately 84" at the lowest point and then back up to 72" at the back side next to the garage. Line Level is much more attractive and suited to the property.
5. I have not taken any action that resulted in the need for a variance to be granted.

6. Constructing a 4' high fence with an extended 2' of lattice on top would barely provide the privacy and yard ambiance that has been enjoyed for the last 20 years. Trees line the inside of the fence, along with a water feature and landscaping and foliage that have been planted to compliment the fence inside and out of the garden area. Varying the height of the fence to accommodate the slope of the ground is critical to the privacy and screening for this corner area, which is our principal garden / recreational / outside gathering place. Also, having a variance to reduce the lattice from the permitted 24" to 18" ---- as is part of this original fence approved and constructed in March 2005 --- would allow for the fence on the property to have the same lovely look, albeit newer and cleaner, that we have enjoyed for 20 years. The design of the yard and the height of our existing fence is extremely attractive and adds value to the house. Having that change would be a huge hardship and we prevail upon the Board of Zoning Appeals to grant this request for a Variance.



**TOWN OF EASTON  
PLANNING & ZONING  
14 S Harrison Street, Easton MD 21601**

March 19, 2025

Beverly Rohman  
28708 Hope Circle  
Easton, MD 21601

Dear Ms. Rohman

On March 6, 2025, Nicholas Johnson (Town Planner) , provided you with written comments via email regarding your building permit application to construct a 66-inch tall fence with an additional 18 inches of lattice. The proposed fence would extend north from the front facade of your house toward Emmanuel Street, run parallel to Emmanuel Street, and then turn west to meet the garage. The staff's comments were as follows:

1. Per §28-1006.D of the Zoning Ordinance, fences may not exceed four (4) feet in height above the elevation of the surface of the ground in any front yard. Your yard is considered a corner lot meaning it has two front yards facing Hope Circle and Emmanuel Street and two side yards (§28-1005). The fence as proposed, is located entirely within the front yard and could not exceed four (4) feet in height. In addition to the permitted four (4) feet high fence, a non-solid lattice feature not exceeding two (2) feet may be added to the top.



*Figure 1 Staff Exhibit Depicting Front and Side Yards*

On March 10, 2025, staff informed you via email of the option to request a variance from the height requirements of the Zoning Ordinance through the Board of Zoning Appeals. Staff also provided you with the minutes from the Board's December 5, 2017 meeting, during which a similar variance was granted at 28734 Emmanuel Street to construct a five-foot-tall privacy fence with an additional one foot of lattice within a front yard.

On March 18, 2025, you submitted a request for an official written determination.

Fences may be located within any established yard and are exempt from the setback requirements. The maximum permitted height for fences is determined based on what part of the yard the fence is located. Within front yards, the maximum permitted height above the elevation of the surface of the ground is four (4) feet in height (§28-1006.D.1). Within side yards, the maximum permitted height above the elevation of the surface of the ground is eight (8) feet in height (§28-1006.D.2). The Zoning Ordinance also allows for an additional two (2) feet of a non-solid feature (e.g. lattice) to be added to the top of an otherwise legal fence (§28-1006.D.5).

Your property is classified as a corner lot under the Zoning Ordinance because it has frontage on both Hope Circle and Emmanuel Street. According to the Zoning Ordinance's definition (§28-114), a corner lot is "a lot having continuous frontage on two or more intersecting streets. Notwithstanding any other provision of this Code, corner lots shall be deemed to have two fronts, two sides, and no rear for the purpose of meeting setback requirements."

Given this classification, staff provided you with an exhibit illustrating the locations of your front and side yards (Figure 1). This determination is based on the following definitions from the Zoning Ordinance (§28-114):

*Yard, Front - "A yard extending across the front of a lot between the side lot lines and being the minimum horizontal distance between the street line and the main building or any projections thereof. On corner lots, the front yard shall be considered as parallel to all streets."*


*Yard, Side - "A yard between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of either of such front or rear yards, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lot lines."*

For these reasons, staff has determined that the proposed fence violates the maximum height requirement for fencing located within a front yard. Additionally, the presence of an existing non-conforming fence in regards to height, does not permit a new non-conforming fence to be constructed. Section 28-1204 states that the existing fence, which is non-conforming in regards to height, may remain as long as it remains otherwise lawful. However, when the existing fence is destroyed (removed), it may not be "reconstructed except in conformity with the provisions of this Ordinance."

Per §28-1303.3 of the Zoning Ordinance, appeals concerning an interpretation of the ordinance may be taken by any person aggrieved by such decision. Such appeals shall be taken within

thirty (30) days after the date of this letter by filing with the Town Planner and with the Board of Zoning Appeals a notice of appeal specifying the grounds thereof. Please be advised that the fee for the filing of the appeal is \$550.

Sincerely,

  
Michael "Miguel" Salinas  
Director of Planning and Zoning

CC: Sharon M. VanEmburch, Esq; Ewing, Dietz, Fountain, and Kaludis  
Lynn Thomas, AICP; Department of Planning and Zoning  
Nicholas Johnson, AICP; Department of Planning and Zoning

**ATTACHMENTS:**

1. Staff comments via email dated March 6, 2025
2. Staff comments via email dated March 10, 2025
3. Rohman email requesting official determination dated, March 17, 2025



**TOWN OF EASTON**  
**PLANNING & ZONING**  
14 S Harrison Street, Easton MD 21601

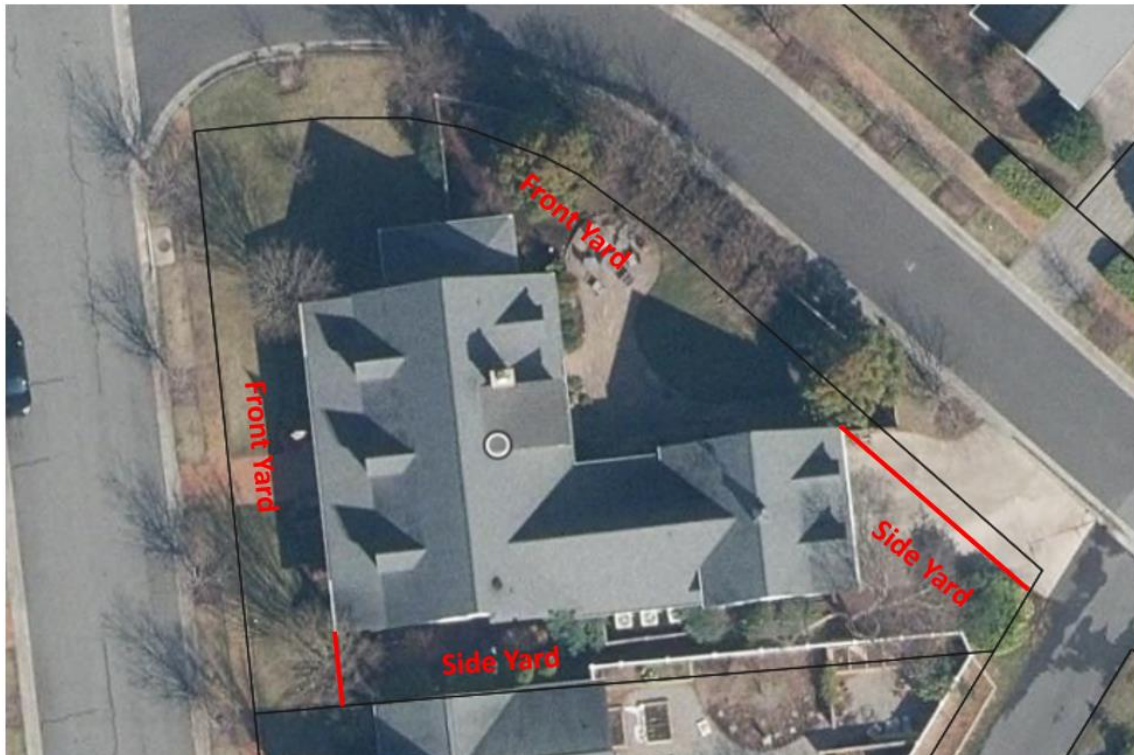
**Date:** March 6, 2025  
**To:** Beverly Rohman  
**From:** Nicholas Johnson, AICP – Town Planner  
**Subject:** 28708 Hope Circle - Review Comments

I have reviewed your application for a building permit and have the following comments:

### **Planning & Zoning Comments**

---

1. Per §28-1006.D of the Zoning Ordinance, fences may not exceed four (4) feet in height above the elevation of the surface of the ground in any front yard. Your yard is considered a corner lot meaning it has two front yards facing Hope Circle and Emmanuel Street and two side yards (§28-1005). The fence as proposed, is located entirely within the front yard and could not exceed four (4) feet in height. In addition to the permitted four (4) feet high fence, a non-solid lattice feature not exceeding two (2) feet may be added to the top.





Nicholas Johnson <njohnson@eastonmd.gov>

---

## Fence Permit

---

**Nicholas Johnson** <njohnson@eastonmd.gov>  
To: Beverly Rohman <beverlyrohman@gmail.com>

Mon, Mar 10, 2025 at 2:12 PM

Good afternoon,

When we spoke over the phone last week, one of the options I mentioned was obtaining a variance from the Board of Zoning Appeals. I was doing some research on other fences on corner lots within Cooke's Hope and I found a very similar example for a fence at 28734 Emanuel Street. The Board approved this request for a very similar fence in a very circumstance to yours. If a variance is something you do wish to pursue, this shows that there is precedent for such a request being granted in this neighborhood. I have attached the minutes from that meeting for your reference.

Sincerely,



**Nicholas Johnson, AICP**  
**Town Planner - Current**  
**Town of Easton**  
410-822-1943 - [njohnson@eastonmd.gov](mailto:njohnson@eastonmd.gov)

[Quoted text hidden]

---

**December 5, 2017.pdf**  
503K



Nicholas Johnson <njohnson@eastonmd.gov>

---

## Re: Fence Permit ---

---

**Beverly Rohman** <beverlyrohman@gmail.com>  
To: Nicholas Johnson <njohnson@eastonmd.gov>

Mon, Mar 17, 2025 at 4:09 PM

Hi Nicholas ----

Thank you for your information and guidance. I am officially requesting a determination for the purposes of filing an appeal related to replacing the existing fence on my property with the identical fence that was installed in March 2005. I look forward to meeting with the Board of Zoning Appeals.

If there is anything else I need to do at this time.....please let me know.

Thank you.

Beverly

Our internet was just restored! Sorry to be late!

---

[Beverly H. Rohman](#)

[www.thelearningconnections.net](http://www.thelearningconnections.net)

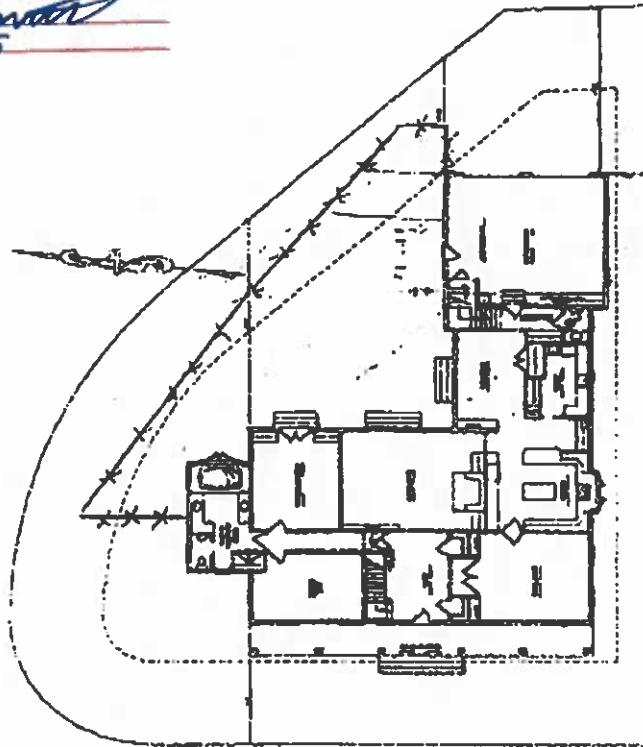
410-829-9561

---

**From:** Nicholas Johnson <njohnson@eastonmd.gov>  
**Date:** Monday, March 10, 2025 at 2:11 PM  
**To:** Beverly Rohman <beverlyrohman@gmail.com>  
**Subject:** Re: Fence Permit



**ZONING REVIEW APPROVED**  
 BY *[Signature]*  
 DATE 3/2/05



-----  
 Proposed FENCE LINE

THE ROHMAN RESIDENCE

COOKE'S HOPE LOT 116

SCALE 1" = 20'-0"

02/28/2005 12:18 FAX 410-893-7007 THE ROHMANS 02/28



Cooke's Hope  
Homeowners Association

7014 Cheston Way  
Easton, Maryland 21601  
Telephone: 410 690 4336

March 3, 2025

Mr. and Mrs. B. Peter Rohman  
28708 Hope Circle  
Easton, MD 21601

Dear Peter and Beverly:

On behalf of the Architectural and Environmental Review Committee (AERC), it is my pleasure to inform you that your request to install a new fence has been approved.

Please be advised that action must be commenced within six (6) months of the date of this letter. If not, you must re-submit your plans to the Architectural Committee. Once action has commenced, you have twelve (12) months to complete the project (Covenants, Article VII, Item 4, page 16).

Please sign the acknowledgement at the bottom of this letter and return to me. Be sure to let me know when the project is complete. If you have any questions, please feel free to contact me.

*Sincerely,*

Ann W. Phillips  
Property Manager

---

I acknowledge receipt of the above noted approval and agree to the terms noted in this letter.

Beverly H. Rohman

3-5-25  
Date

# Application for Fences, Swimming Pools & Spas

APPLICANT INSTRUCTIONS: COMPLETE ALL PARTS OF THIS APPLICATION. The Building Inspection Division can answer questions regarding the completion of this application. Additional applications for pools and spas are required for Plumbing, Mechanical and Electrical work. This application must be accompanied by three sets of site plans and details for the fence, pool and/or spa, and a description of the proposed work. All applications for the installation of fencing within a forest conservation area must be accompanied by a summary of the proposed construction techniques and measures being taken to reduce impacts to existing vegetation. Fence styles currently permitted within these easements are a 4-foot high wooden, 3-rail split-rail fence or in some limited cases a 4-foot high paddock style fence.

Revised Dec. 2023



**Town of Easton**  
 Building Inspection Division  
 14 S. Harrison St.  
 Easton, MD 21601  
 Phone: 410-822-2526  
 Fax: 410-822-8738

Office Use Only

Received Date

3 / 3 / 25

Building Permit Number

25-20209

Total Permit Fees \$

75

### Part 1: Project Information

March 3, 2025 Project Application Date

28708 HOPE CIRCLE Project's Address

COOKE'S HOPE Project's Subdivision (if any)

EASTON, MD 21601 Project's City, State and Zip Code

Tax Map

Grid

Parcel

116 Lot

Zoning

Confirm the Project Work Area in Square Footage

Fence 133' Main fence 17' Utility <sup>See Survey</sup>

In-Ground Swimming Pool

Above-Ground Swimming Pool

Spa or Hot Tub

### Part 2: Owner - Tenant Information

**Owner**

BEVERLY ROHMAN Name

28708 HOPE CIRCLE Address

EASTON, MD 21601 City, State and Zip Code

beverlyrohman@gmail.com 410-829-9501 Email Address and Phone Number

**Tenant Information**

For a Multiple Occupancy Building provide tenants information by attaching additional sheets

Name

Address

City, State and Zip Code

Email Address and Phone Number

Occupied Square Footage

### Part 3: Certification

The applicant hereby certifies by completing this application as follows: (1) "I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I am the contractor in charge of the project and have been authorized by the owner to make this application as their agent." (2) "That the information contained in the application and construction documents is a full disclosure of the project." (3) "That the information contained in the application and construction documents is in compliance with all applicable covenants and or deed restrictions."

The applicant further certifies if a permit is issued as follows; (1) "That I will comply with all codes of the Town of Easton and the State of Maryland which are applicable thereto.", (2) "That I will perform no work on the above property not specifically in this application and construction documents." and (3) "That the Town Officials shall have the authority to enter areas covered by such permit to enforce the codes applicable to such permit."

Beverly Rohman  
 Signature of Applicant

BEVERLY ROHMAN  
 Printed Name of Applicant

410-829-9501  
 Telephone Number

beverlyrohman@gmail.com  
 Email Address

Self  
 Connection with Application

28708 HOPE CIRCLE EASTON MD 21601  
 Mailing Address of Applicant

**Part 4: Contractor Information**

**Fencing Contractor**

For Multiple Contractors, provide information by attaching additional sheets

LONG FENCE
1910 Betson Court
Odenton, MD 21113
lwhite@longfence.com 301-261-3444
# 9615

Name  
Address  
City, State and Zip Code  
Email Address and Phone Number  
Contractor's or MHIC License Numbers

**Pool / Spa Contractor**

For Multiple Contractors, provide information by attaching additional sheets


Name  
Address  
City, State and Zip Code  
Email Address and Phone Number  
Contractor's or MHIC License Numbers

**Plumbing / Gas Fitter Contractor**

For Multiple Contractors, provide information by attaching additional sheets


Name  
Address  
City, State and Zip Code  
Email Address and Phone Number  
Maryland, Talbot and/or Easton Plumbing License Number

**Electrical Contractor**

For Multiple Contractors, provide information by attaching additional sheets


Name  
Address  
City, State and Zip Code  
Email Address and Phone Number  
Talbot County Electrical Registration Number

**Part 5: Permit Information**

Upon receipt of the Building Permit the permit shall be posted on site and work covered by that permit may commence. Every permit issued shall become: invalid unless the work is commenced within 180 days after the permit's issuance or expired if the commenced work is suspended or abandoned for a period greater than 180 days from the last inspection. Validation of commencement shall be through required inspections and, suspension or abandonment shall be through periodic departmental inspections. All permits shall expire 630 days from the date of their issuance. The Code Official is authorized to grant, in writing, one or more extensions of time, for periods not exceeding 90 days each. All extension shall be requested in writing with justifiable cause demonstrated. One set of approved Construction Documents must be on site at all times.

It shall be the duty of the holder of the Building Permit or their duly authorized agent to: notify the Building Inspection Division when work is ready for inspection, to provide access to such work and means for the inspections of such work, for all required inspections. Inspection requests shall be made twenty-four hours in advance of the work being ready. Requested inspections will be made on the next available business day, prior to the end of business. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Inspection Division.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building, structure or portion thereof shall be made until the Code Official has issued a Certificate of Occupancy. Prior to the issuance of a Certificate of Occupancy, the Building Inspection Division shall have received all required approval from the following offices: Planning and Zoning, Engineering, Easton Utilities, State Fire Marshals Office, Environmental Health, Soil Conservation Services, Maryland Department of the Environment and State Highway Administration. All required inspections for Building, Grading, Demolition, Swimming Pools, Signage, Plumbing, Mechanical and Electrical permits associated with the building structure or portion thereof shall have been approved. The Building Inspection Division shall also have received final reports from all third party inspection agencies for special inspections and a certified location survey plat.

Part 6: Description of Proposed Work

Replacing cedar fences — same as currently, exists.  
 Corner fence is @ 133' and utility fence (between  
 houses) is 17'  
 See survey attached to photos  
 (a) (b)

66" tall w/ 18" inch lattice

Part 7: Total Project Information

<u>04 / 03 / 25</u> Estimated Start Date	<u>04 / 06 / 25</u> Estimated Finish Date	<u>\$ 14,000</u> Estimated Project Value	FEMA Flood Plain Y or <input checked="" type="radio"/> N
---	--	---	---

Office Use Only

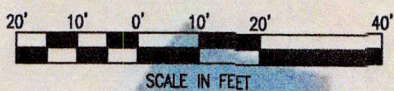
Building Dept - General Info.	Planning & Zoning - General Info.	Engineering Dept Application	HDC Application
<input type="radio"/> Received Date ___/___/___ <input type="radio"/> Permit # _____ <input type="radio"/> Permit Fee \$ _____	<input type="radio"/> Not Applicable <input type="radio"/> Town Impact \$ _____ <input type="radio"/> County Receipt Received	<input type="radio"/> Not Applicable <input type="radio"/> Grading Permit # _____ <input type="radio"/> ROW Permit # _____	<input type="radio"/> Not Applicable <input type="radio"/> Yes - In Review <input type="radio"/> Yes - Approved
<b>Approval</b> <input type="radio"/> Date ___/___/___ <input type="radio"/> BD Initials _____	<b>Approval</b> <input type="radio"/> Date ___/___/___ <input type="radio"/> P&Z Initials _____	<b>Approval</b> <input type="radio"/> Date ___/___/___ <input type="radio"/> Eng. Initials _____	<b>Approval</b> <input type="radio"/> Date ___/___/___ <input type="radio"/> HDC Initials _____
EUC Approval / Comments: Date: ___/___/___ EUC Initials: _____			

Revised Dec. 2023

LOCATION OF FENCE AS SHOWN HERE SURVEY LOCATED  
BY LANE ENGINEERING, LLC ON 02-21-2025



NAD 83 (2011)  
MD COORDINATE SYSTEM



(800) 486-4283

MHIC # 9815 #9815-01 #9815-02  
D.C. # 2118

# LONG FENCE

Job No. \_\_\_\_\_  
Order No. \_\_\_\_\_  
Customer No. \_\_\_\_\_  
Date 12/2/24



Long Fence Company, Inc.  
1910 Betson Court - Odenton, Maryland 21113  
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643  
www.longfence.com



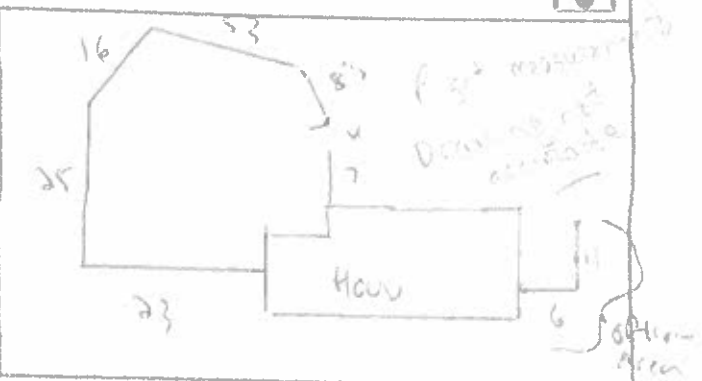
BUYER'S NAME: Beverly Richman

STREET: 28708 Hope Circle

CITY: Euston ST: MD ZIP: 21661

COUNTY: Talbot MAP Page/Grid

H/M PH: \_\_\_\_\_ WK PH. MR. \_\_\_\_\_  
CELL: 410-829-9561 MS. \_\_\_\_\_  
E-MAIL: \_\_\_\_\_ LEAD # \_\_\_\_\_



Long Fence Company, Inc. (herein called Seller) proposes to furnish materials, labor and equipment to install a

Replace Existing Fence in the same location  
Cedar Wyanote Plus Lattice approx 6'6" tall plus 18" of lattice  
= 84" tall At the highest part. Fence to be built line level, 1X6 Posts  
Fence will be shorter at other areas because of the grade, cut 2x4's  
All Lattice to be 18" tall, All Posts 6x6x10 with Cedar  
Classic style Post Caps (new style), 1 Single Vertical Board Gate  
4 wide x 7 high approx Gate to be Arched \$12,149  
OPTIONAL Right Side of 17' of 4 tall Cedar Vertical Board (1x4's Cedar Boards  
Both 4x4 Posts & 2x4 Runners Pressure Treated, Black Cap Posts  
Include Construction \$880

Estimated Monthly Investment	
_____	Per Month
With Approved Credit	

PLEASE PAY OUR FOREMAN

Additional Information or Remarks:  
Permit \$375, customer to provide  
Property Plat,  
Includes All discounts & sales  
Includes Removal & Haulold fence  
Work to begin approximately 4 weeks. Work to be completed approximately 6 weeks  
This projection is contingent upon obtaining approved financing, permits, H.O.A., and other conditions beyond Seller's control.

Total Contract Price	<u>13029</u>
Deposit With Order	<u>4393</u>
Due on Day Materials are Delivered	<u>4468</u>
Due on Day of Substantial Completion	<u>4468</u>
And/or Balance Financed	<u>4468</u>

Estimate valid for 30 days for purpose of acceptance by the buyer.  
 Buyer agrees to pay for the goods, services and installation referred to above in accordance with the terms of this Agreement.  
 Buyer acknowledges that before Buyer signed this Agreement, Seller submitted the Agreement to Buyer with all blank spaces filled in and that buyer had a reasonable opportunity to examine it and that thereafter a legible executed and completed copy thereof was delivered to Buyer. Buyer has read and understands both the front and reverse side of this Agreement, and agrees to the terms and conditions as set forth herein.

Long Fence Company, Inc.  
Leona J White (Sales Representative's Signature)      Beverly Richman (Signature)      1/10/25 (Date)  
Leona J White 83297 (Sales Representative's Printed Name)      \_\_\_\_\_ (Signature)      \_\_\_\_\_ (Date)

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the 5th business day after the date of this transaction, or midnight of the 7th business day after the date of this transaction if you are 65 years of age or older. If you cancel within the time period noted above, the seller may not keep any of your cash down payment.

Over 60 Years of Excellence

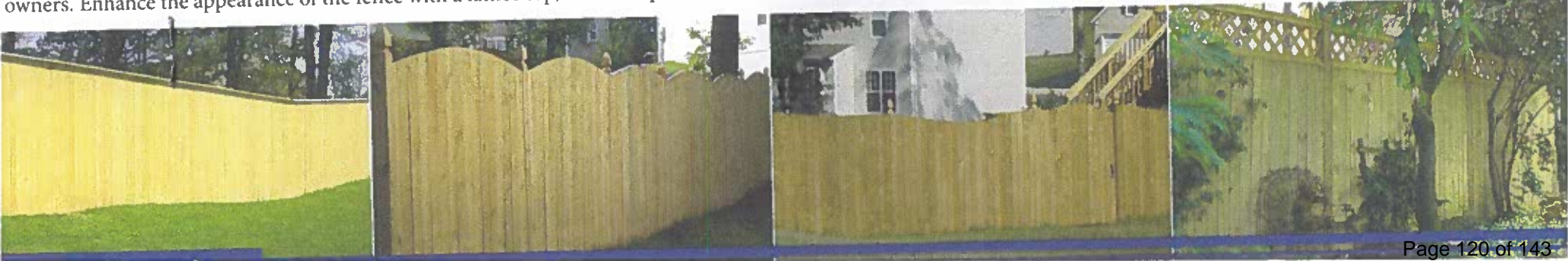
~~Utility Fence~~


cedar when  
new



**Board on Board**

Board on Board fencing, also commonly referred to as the "good neighbor" fence, shadow box or alternating board fencing, is a popular choice in privacy fencing for homeowners. This style of fence shares a similar look on both sides of the fence runners thereby keeping the same overall appearance possible for adjoining property owners. Enhance the appearance of the fence with a lattice top, arch or dip or choose from a variety of post cap options. This particular fence comes in a variety of heights.



A photograph of a wooden fence with a lattice top, set against a backdrop of trees and a house. A yellow sticky note is attached to the fence.

New fence will  
be 72" at  
the house.

















Certification is made that all taxes due on the property indicated in this deed have been paid.  
Finance Office of Talbot County  
R. Andrew Hollis, Finance Officer  
CNP 02/07/2020

BOOK: 2679 PAGE: 334

Talbot County Cir Crt  
KMD FD SURE \$40.00  
RECORDING FEE \$20.00

TOTAL \$60.00  
KMD MG  
Feb 07, 2020 03 58 pm

## This Deed

Return to: The Collins Firm  
1501 Farm Credit Drive, Suite 2000  
McLean, VA 22102

Tax Account No./Parcel Identifier 01- 100092

Made January 9, 2020, by and between Beverly H. Rohman, married, Grantor, and Brendon Peter Rohman and Beverly Humenuk Rohman, husband and wife, Grantees.  
**"This deed transfers an interest in real property between spouses and is exempt from county transfer tax under Section §13-207(d), and from state recordation tax under Tax-Property Article §12-108(d), Annotated Code of Maryland."**

Witnesseth, that for estate planning purposes and for no monetary consideration, Grantor does give, grant and convey, with General Warranty of Title, unto the Grantees, as tenants by the entirety, all that certain property, together with improvements thereon, situate, lying and being in Talbot County, Maryland, described as:

ALL that lot or parcel of land, situate, lying and being in Talbot County, Maryland, and more particularly designated as Lot No. 116, Phase Three on a Plat entitled: FINAL PLAT FOR COOKE'S HOPE VILLAGE III, IN THE TOWN OF EASTON, TAX MAP 42, GRID 4, PART OF PARCEL 268, TALBOT COUNTY, MARYLAND, dated December 10, 2002, as prepared by Lane Engineering, Inc. and recorded among the Plat Records of Talbot County, Maryland in Plat Liber 81, folio 274; reference being hereby made to said plat and the record thereof for a more complete description of Lot 116 by metes and bounds, courses and distances.

SUBJECT, HOWEVER, to First Amended Declaration of Covenants, Conditions and Restrictions Cooke's Hope dated May 17, 1999 and recorded among the Land Records of Talbot County, Maryland in Liber 930, folio 663 and First Supplemental Declaration of Covenants and Restrictions Cooke's Hope, dated July 24, 2002 and recorded among the Land Records of Talbot County, Maryland in Liber 1078, folio 033.

TOGETHER WITH a right of way to be used in common with others legally entitled to use the same as a means of ingress and egress over the private roadways as shown on the aforementioned plat to and from the property herein conveyed from and to the public road.

And being the same property conveyed to Grantors by Deed recorded in Liber 1911 at Page 29 among the Land Records of the aforesaid County.

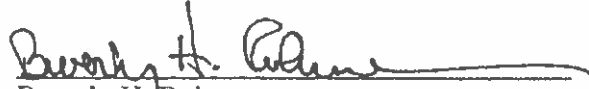
which has the address of 28708 Hope Circle  
Easton, Maryland 21601

Talbot County Finance Office  
Recordation Tax \$0.00  
PK 02/07/2020  
Prop ID: 01-100092

**This conveyance is made expressly subject to the conditions, restrictions, rights of way, and easements and other instruments of record, if any, legally affecting the aforementioned described property.**

**Grantor covenants that Grantor has the right to convey the aforesaid property unto the Grantees; that the Grantees shall have quiet possession thereof; that Grantor has done no act to encumber said property and that Grantor will execute such further assurances of the property as may be requisite.**

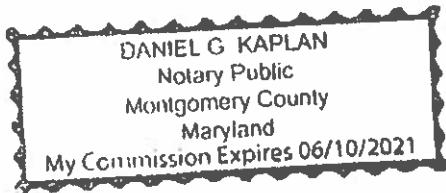
Witness my signature on the day and year first hereinbefore written.

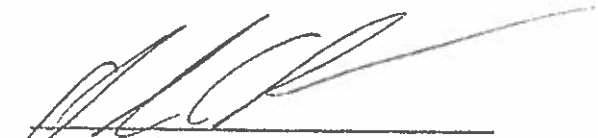
  
Beverly H. Rohman

STATE OF MARYLAND :  
 : SS:  
COUNTY OF ANNE ARUNDEL :

On January 9, 2020 before me, the undersigned officer, personally appeared Beverly H. Rohman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.




  
Notary Public

My Commission Expires: / /

Grantors' Address: 28708 Hope Circle, Easton, Maryland 21601  
Grantees' Address: 28708 Hope Circle, Easton, Maryland 21601

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

  
Damian O'Connor, of Counsel  
The Collins Firm  
1501 Farm Credit Drive, Suite 2000  
McLean, Virginia 22102

State of Maryland Land Instrument Intake Sheet

Baltimore City & County Talbot

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

Space Reserved for Circuit Court Clerk Recording Validation

Form with sections 1-11: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

Space Reserved for County Validation

# This Deed

Return to: The Collins Firm  
1501 Farm Credit Drive, Suite 2000  
McLean, VA 22102

Tax Account No./Parcel Identifier 01- 100092

Made January 9, 2020, by and between Beverly H. Rohman, married , Grantor, and  
Brendon Peter Rohman and Beverly Humenuk Rohman, husband and wife, Grantees.  
**“This deed transfers an interest in real property between spouses and is exempt  
from county transfer tax under Section §13-207(d), and from state recordation tax  
under Tax-Property Article §12-108(d), Annotated Code of Maryland.”**

Witnesseth, that for estate planning purposes and for no monetary consideration, Grantor  
does give, grant and convey, with General Warranty of Title, unto the Grantees, as  
tenants by the entirety, all that certain property, together with improvements thereon,  
situate, lying and being in Talbot County, Maryland, described as:

ALL that lot or parcel of land, situate, lying and being in Talbot County,  
Maryland, and more particularly designated as Lot No. 116, Phase Three  
on a Plat entitled: FINAL PLAT FOR COOKE'S HOPE VILLAGE III, IN  
THE TOWN OF EASTON, TAX MAP 42, GRID 4, PART OF PARCEL  
268, TALBOT COUNTY, MARYLAND, dated December 10, 2002, as  
prepared by Lane Engineering, Inc. and recorded among the Plat Records  
of Talbot County, Maryland in Plat Liber 81, folio 274; reference being  
hereby made to said plat and the record thereof for a more complete  
description of Lot 116 by metes and bounds, courses and distances.

SUBJECT, HOWEVER, to First Amended Declaration of Covenants,  
Conditions and Restrictions Cooke's Hope dated May 17, 1999 and  
recorded among the Land Records of Talbot County, Maryland in Liber  
930, folio 663 and First Supplemental Declaration of Covenants and  
Restrictions Cooke's Hope, dated July 24, 2002 and recorded among the  
Land Records of Talbot County, Maryland in Liber 1078, folio 033.

TOGETHER WITH a right of way to be used in common with others  
legally entitled to use the same as a means of ingress and egress over the  
private roadways as shown on the aforementioned plat to and from the  
property herein conveyed from and to the public road.

And being the same property conveyed to Grantors by Deed recorded in  
Liber 1911 at Page 29 among the Land Records of the aforesaid County.

which has the address of 28708 Hope Circle  
Easton, Maryland 21601

This conveyance is made expressly subject to the conditions, restrictions, rights of way, and easements and other instruments of record, if any, legally affecting the aforementioned described property.

Grantor covenants that Grantor has the right to convey the aforesaid property unto the Grantees; that the Grantees shall have quiet possession thereof; that Grantor has done no act to encumber said property and that Grantor will execute such further assurances of the property as may be requisite.







## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

March 28, 2025

Mrs. Beverly Rohman  
28708 Hope Circle  
Easton, Maryland 21601

**Re: BOZA Application V - 1421 / V 25 - 03**  
28708 Hope Circle  
Tax Map 0116, Grid 0004, Parcel 0282  
Easton, Maryland 21601

Mrs. Rohman,

The above matter has been scheduled for a public hearing before the Town of Easton Board of Zoning Appeals on **Tuesday, April 15, 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. That granting the application will not be contrary to the public interest;
2. that granting the application will be in harmony with the purpose and intent of the Ordinance;
3. that granting the application will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
4. that owing to conditions peculiar to the property, which conditions are not the result of any action taken by the applicant, a literal enforcement of the Ordinance will result in practical difficulty to the applicant.

Please be prepared to answer the four listed items above at the time of the Hearing. 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](mailto:ssmith@eastonMD.gov)



## TOWN OF EASTON

14 South Harrison Street  
Easton, Maryland 21601

March 31, 2025

Dear Resident,

The Easton Board of Zoning Appeals will hold a public meeting on **Tuesday, April 15, 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 V - 1421 / V 25 - 03 has been filed by Beverly Rohman (Applicant/Owner), pursuant to Section 28-1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28 - 1006.D.1, the maximum permitted height of four (4) feet for fences, walls, and hedges above the elevation of the surface of the ground in any front yard. The Applicant is seeking to construct a 66" tall fence with an additional 18" of lattice. The property is located at 28708 Hope Circle, Easton, Maryland, also known as Tax Map 0116, Grid 0004, Parcel 0282, and is situated in the PUD – Planned Unit Development known as Cooke's Hope.

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](mailto:ssmith@eastonMD.gov).

*Samantha N. Smith*

**Samantha N. Smith**, Administrative Specialist  
Planning & Zoning Department  
410-822-1943 [ssmith@eastonMD.gov](mailto:ssmith@eastonMD.gov)



***Subject property posting pursuant to Section 28-901.2.H.2 of the Town of Easton Zoning Code - March 31, 2025.***

NOTICE

Notice is hereby given that Application V - 1421 / V 25 - 03 has been filed by Beverly Rohman (Applicant/Owner), pursuant to Section 28 - 1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28 - 1006.D.1, the maximum permitted height of four (4) feet for fences, walls, and hedges above the elevation of the surface of the ground in any front yard. The Applicant is seeking to construct a 66” tall fence with an additional 18” of lattice. The property is located at 28708 Hope Circle, Easton, Maryland, also known as Tax Map 0116, Grid 0004, Parcel 0282, and is situated in the PUD – Planned Unit Development known as Cooke’s Hope.

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, April 15, 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 V - 1421 / V 25 - 03..." was published in the:

The Star Democrat 03/29/25



James F. Normandin  
President & Publisher

NOTICE

Notice is hereby given that Application V - 1421 / V 25 - 03 has been filed by Beverly Rohman (Applicant/Owner), pursuant to Section 28 - 1303.5.C of the Town of Easton Zoning Ordinance (Ordinance) to obtain a Variance from Section 28 - 1006.D.1, the maximum permitted height of four (4) feet for fences, walls, and hedges above the elevation of the surface of the ground in any front yard. The Applicant is seeking to construct a 66" tall fence with an additional 18" of lattice. The property is located at 28708 Hope Circle, Easton, Maryland, also known as Tax Map 0116, Grid 0004, Parcel 0282, and is situated in the PUD - Planned Unit Development known as Cooke's Hope.

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, April 15, 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  
3077154 SD 3/29/2025

From: Paul popick  
Subject: New Fence  
Date: Apr 9, 2025 at 7:51:41 AM  
To: BEVERLYROHMAN

Joan

---

Hi Beverly -

We fully support the new fence for your yard.

We like the height planned and do not believe that it blocks the view of the road when driving. We drive on the road by your house many times each day. The new fence will enhance the neighborhood.

Best regards

Paul Popick

29753 Emanuel Street  
Easton Md 21601