



## FREDERICK COUNTY GOVERNMENT

### OFFICE OF AGRICULTURE

Department of Agricultural Preservation

Jessica Fitzwater  
County Executive

Katie Stevens, Director  
Shannon O'Neil, Administrator

## Agricultural Preservation Advisory Board

### AGENDA

August 25, 2025 at 7 p.m.

Winchester Hall – Second Floor, Winchester Room  
FINAL 8/18/2025

### AGENDA

- I. Call to Order
- II. Attendance
- III. Approval of the Agenda
- IV. Approval of the Minutes from July 30, 2025
- V. Reports
- VI. Old Business
- VII. New Business
  - a. Crum Unrestricted Lot (IPP)
  - b. England Temporary Easement Request (IPP)
  - c. Tilley Carbon Credit Agreement Request (IPP)
  - d. Huffer Ag Tourism Request (MALPF)
  - e. Grabill Stream Restoration Overlay Easement Request (MALPF)
  - f. CDI Map Letter Discussion
- VIII. Comments and Announcements
  - a. Program Comments
    - i. MALPF
    - ii. IPP
    - iii. Rural Legacy
    - iv. CREP
    - v. Critical Farms
    - vi. Next Generation
  - b. Other Comments
    - i. MPRP Proposed Transmission Line
- IX. Public Comment
- X. Adjournment

Next Meeting Date: September 22, 2025

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*2) the Public Information Act, meaning any member of the public may request any record pertaining to the work group at any time.*

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## FREDERICK COUNTY GOVERNMENT

### OFFICE OF AGRICULTURE

Jessica Fitzwater  
County Executive

Katie Stevens, Director

**To:** Agricultural Preservation Advisory Board  
**From:** Beth Ahalt, Ag Preservation Program Specialist, II  
**Date:** August 25, 2025  
**Subject:** IPP #06-61 Crum Easement – Unrestricted Lot Request

**Issue:** Should the Agricultural Preservation Advisory Board approve an Unrestricted Lot request on the Crum IPP easement?

**Background:** Mr. and Mrs. William Crum entered their 148-acre farm located in Walkersville in to the Frederick County Installment Purchase Program (IPP) on August 24, 2006. At the time of entering their farm in to the IPP program, one dwelling existed on the property. Since then, the Crum family has not requested any lots or houses on the easement. The easement permits the original grantor of the easement the right for one unrestricted lot, with a maximum of two acres in size. Mrs. Crum's grandson, Matthew Culler, is hoping to be able to execute the un-restricted lot. The proposed lot is located next to other lots that have been taken off of the farm before going under easement in the IPP program, and is located on Retreat Road. The area is in Class II and unrestricted soils.

Because of other lots being taken off of the farm before going under easement, the Crum's have limited options for lots. The Crum's would need to do an Agricultural Cluster Concept plan. Mrs. Crum's son, William Crum, has been assisting with the lot, and has had a meeting with the County's Development Review Department, and the Ag Cluster Concept plan proposal seems feasible. Part of the criteria for the Ag Cluster Concept plan is to have the lots be 'clustered' together, and in this case, be a maximum size of 1.08 acres.

County Executive approval is needed for the Crum family to request an unrestricted lot. The IPP easement on the Crum farm property permits the original grantor of the easement either to create lots for family at a rate of 1 lot per 50 acres, or to forfeit family lots instead to create one unrestricted lot which is able to be sold on the market. The maximum lot size is 2-acres, however, because of the above reasons listed, the maximum lot size for the Crum's is 1.08 acres. No lots have been requested previously. If approved, the Crum family will submit a payback of the easement value on the final acreage of the lot that will be released from the installment purchase agreement.

Attached is a map of the proposed site.

**Recommendation:** Staff feel that the proposed location site for the dwelling meets IPP guidelines and will have minimal impact on the farm operation. Staff recommends approval of the Crum' un-restricted lot request.



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Jessica Fitzwater  
*County Executive*

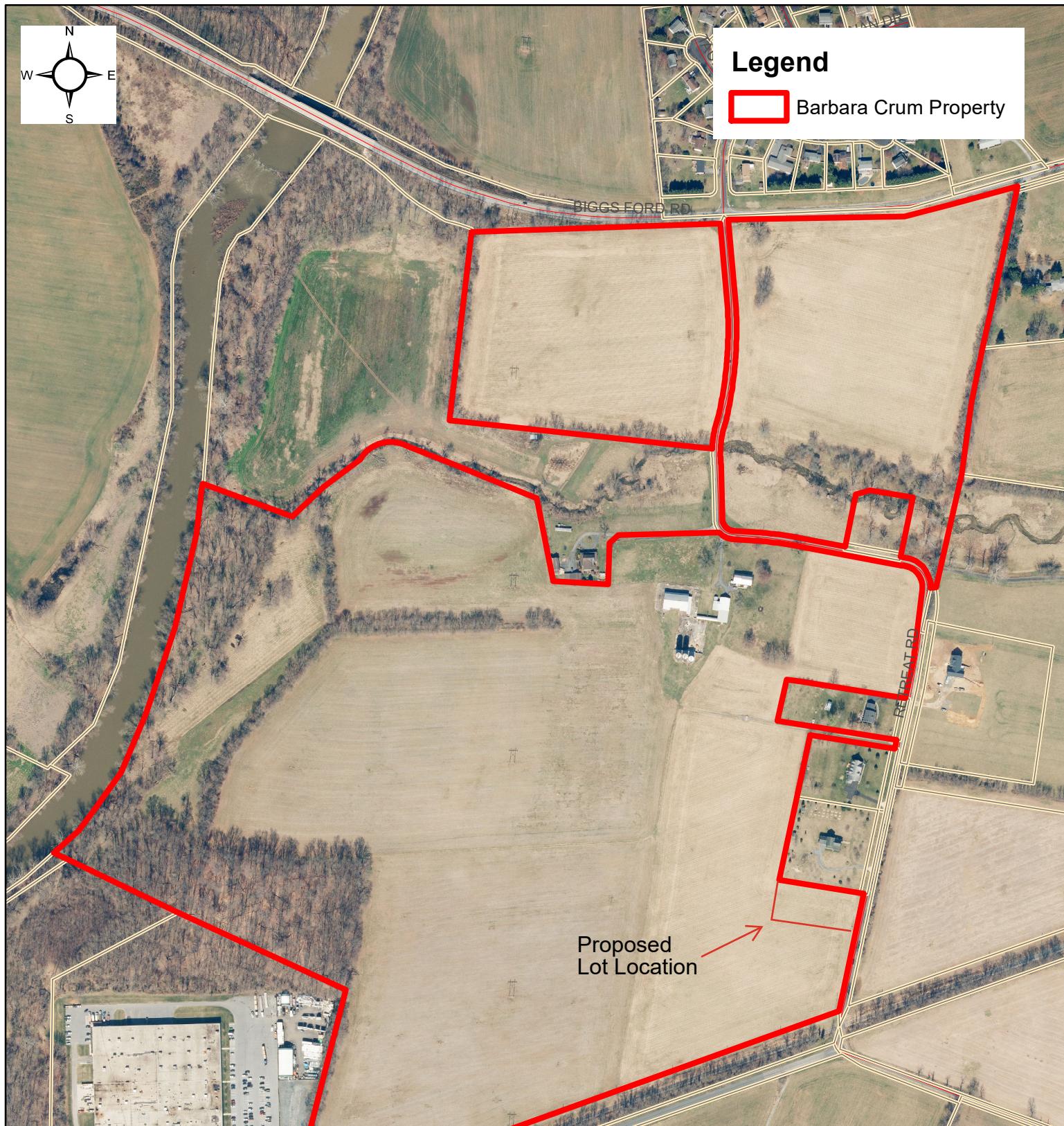
*Katie Stevens, Director*

# Crum Aerial Map



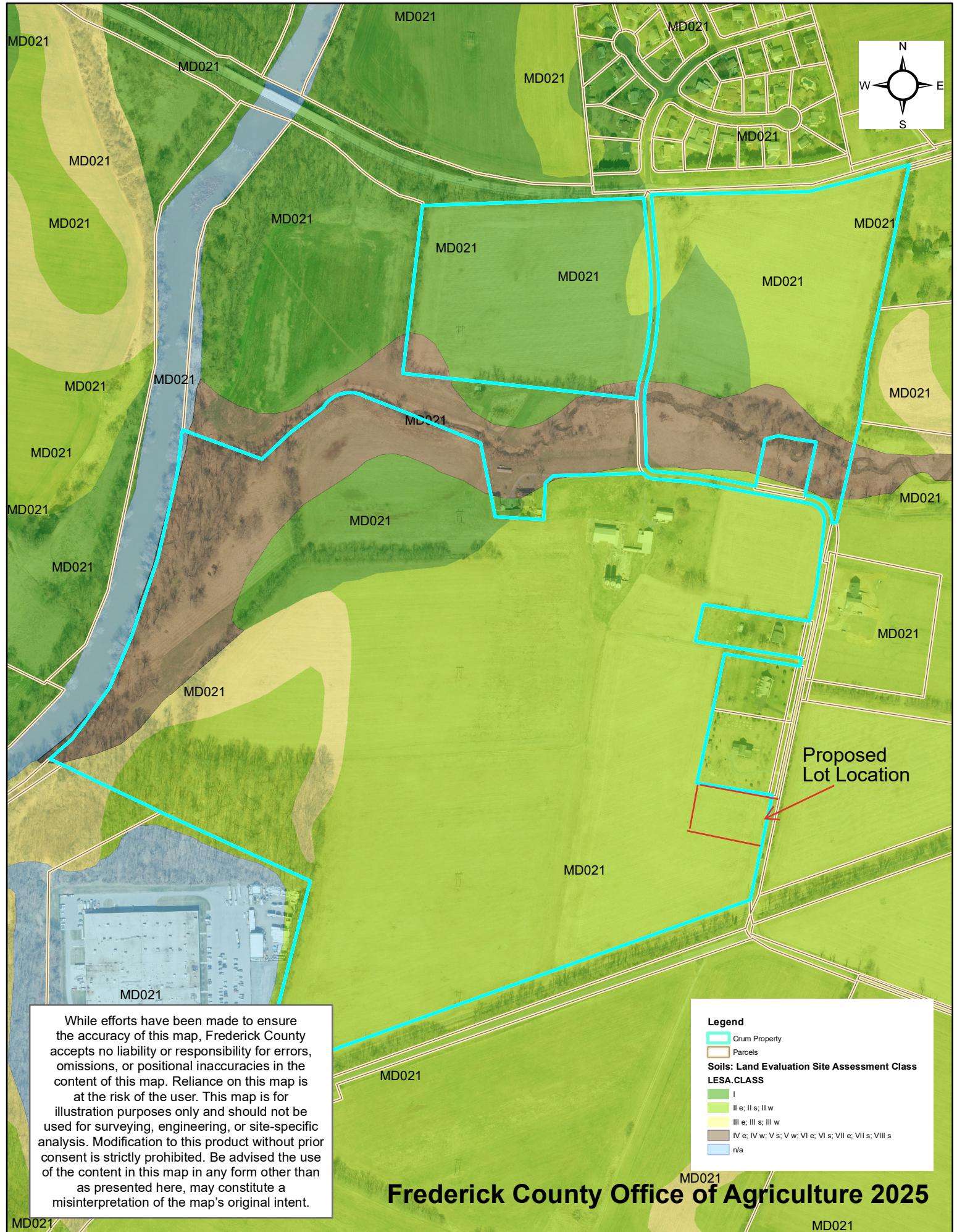
## Legend

Barbara Crum Property

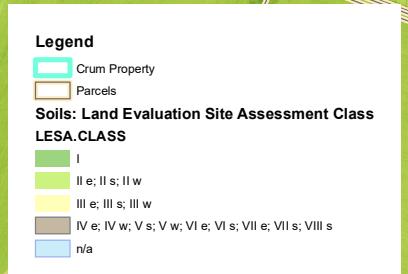


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## Crum Property\_Soils

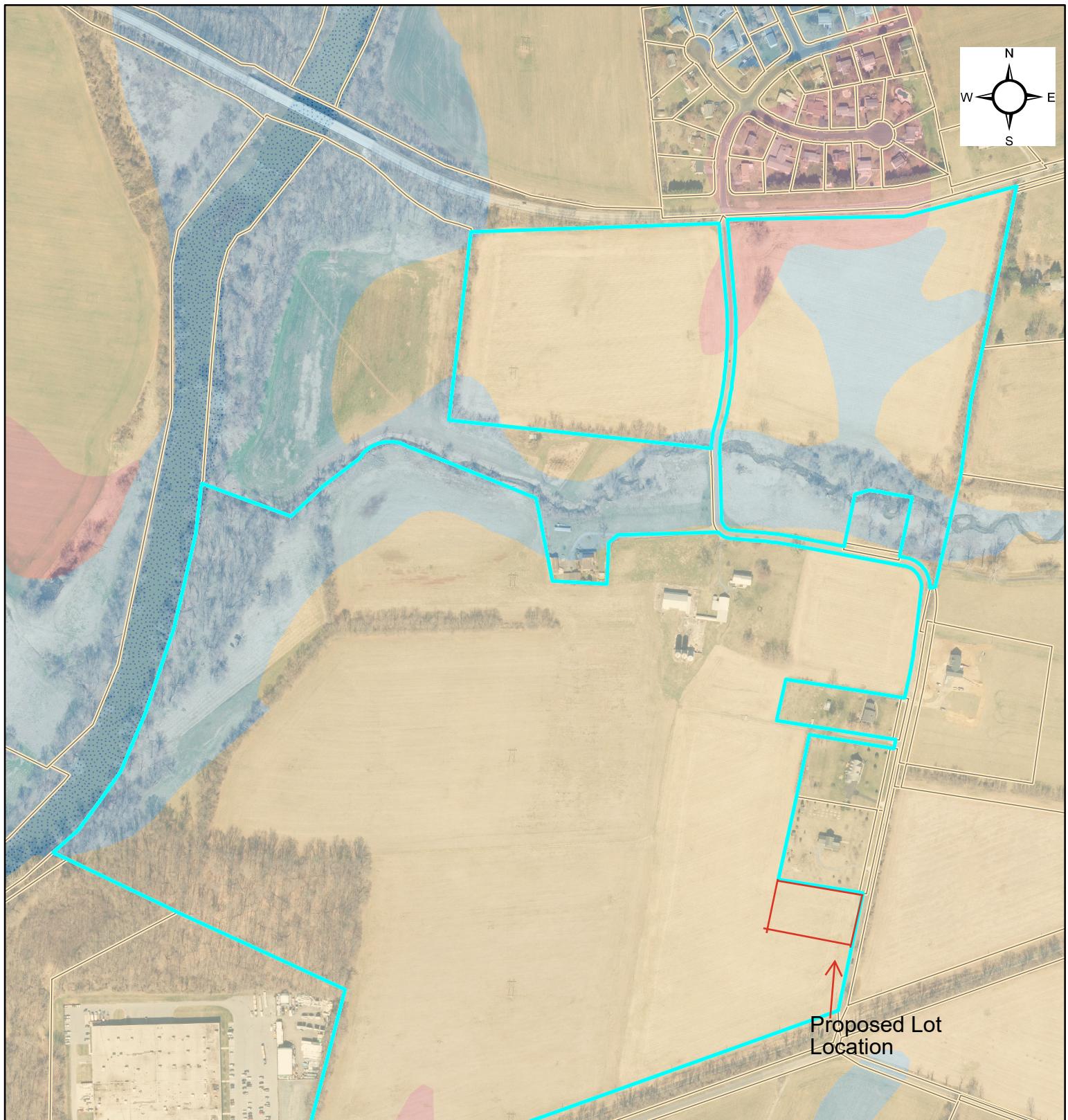


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MD021  
**Frederick County Office of Agriculture 2025**

# Crum Property\_Soil Restriction(s)



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## Legend

- Crum Property
- Parcels



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Department of Agricultural Preservation

Jessica Fitzwater  
County Executive

Katie Stevens, Director  
Shannon O'Neil, Administrator

**TO:** Frederick County Agricultural Board

**FROM:** Jenna Zimmerman, Ag Preservation Specialist I

**DATE:** August 25, 2025

**SUBJECT:** Eng-Land Acres, LLC (IPP#08-14) Installment Purchase Program (IPP) – Temporary Grading Easement Request

**ISSUE:**

Should the County approve a temporary Grading easement request on the Eng-Land Acres, LLC (IPP#08-14) property?

**BACKGROUND:**

Jeffrey and Judy England went under easement on their property located off Detrick Road and Old National Pike, on April 17<sup>th</sup>, 2008 on 200.17 acres. The Town of New Market's Planning and Zoning Commission has approved the adjacent parcels to Eng-Land Acres, LLC, for the location of +/- 537 residential dwelling units and is zoned "municipality."

Eng-land Acres, LLC is requesting to approve a temporary Grading easement with DRB Group Mid-Atlantic LLC. (Please refer to map) DRB Group Mid-Atlantic will need a location to store trucks, materials, and other equipment to construct the new residential dwelling units. With the adjacent property being developed and requesting to use part of Eng-Land Acres, LLC land, in exchange, England Acres will have their land re-graded and will receive the top soil from the construction site and will re-grade some fields at the end with the new top soil. There will be no monetary exchange.

The deed of easement states in Section A(1)(k) "No rights-of-way easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the property without the Grantee's express permission."

Within this easement includes a tree buffer and this is outlined on the attached map. Along the boundary line of Eng-Land Acres, LLC, once the re-grading work has been completed, there must be 2 rows of native deciduous trees, for an approximate depth of 25 feet, to serve as the buffer between the parcel line.

**RECOMMENDATION:**

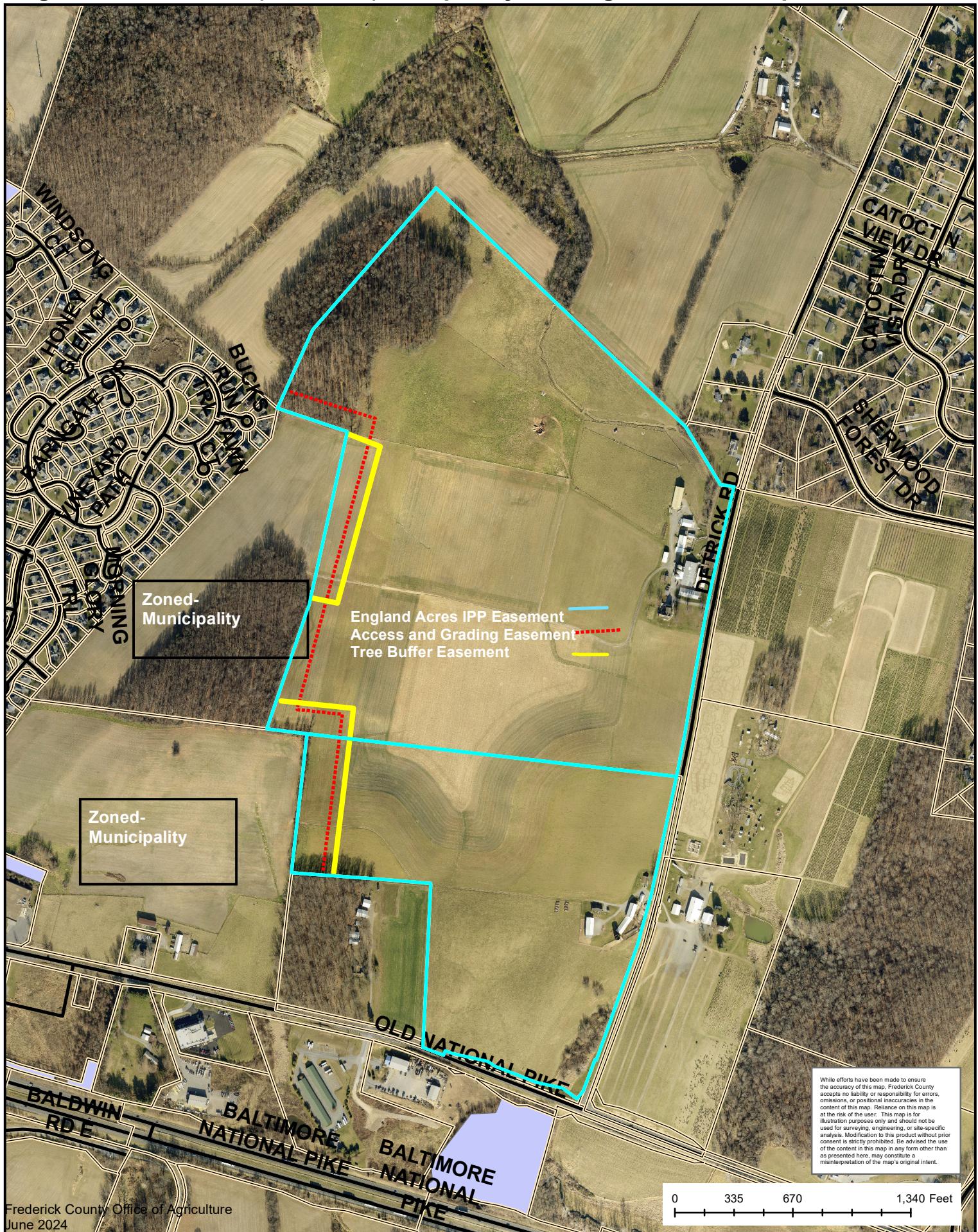
Staff recommend that the County grant approval of the Temporary Grading Easement Request on the Eng-Land Acres, LLC (IPP#08-14) property as it will not have a negative impact on their farming operation.

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# Eng-Land Acres, LLC (IPP-08-14): Temporary Grading Easement Request



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Department of Agricultural Preservation

Jessica Fitzwater  
County Executive

Katie Stevens, Director  
Shannon O'Neil, Administrator

**TO:** Agricultural Preservation Advisory Board

**FROM:** Shannon O'Neil, Agricultural Preservation Program Administrator, Department of Agricultural Preservation

**DATE:** August 25, 2025

**SUBJECT:** Proposed Carbon Credit Agreement – Tilley (IPP#14-14) Installment Purchase Program (IPP) Easement Carbon Credit Agreement Overlay Request

**ISSUE:**

Should the Agricultural Preservation Advisory Board approve the proposed Carbon Credit Agreement on the Tilley IPP easement?

**BACKGROUND:**

Mr. Russell Tilley placed his 187.913-acre property on Highland School Road under an Installment Purchase Program (IPP) easement in 2015. Mr. Russell Tilley has since passed away and the farm is now owned by his son, Mr. Richard Tilley. The farmland is rented to a neighboring farmer who plants corn and hay. There have been no previous requests on the property.

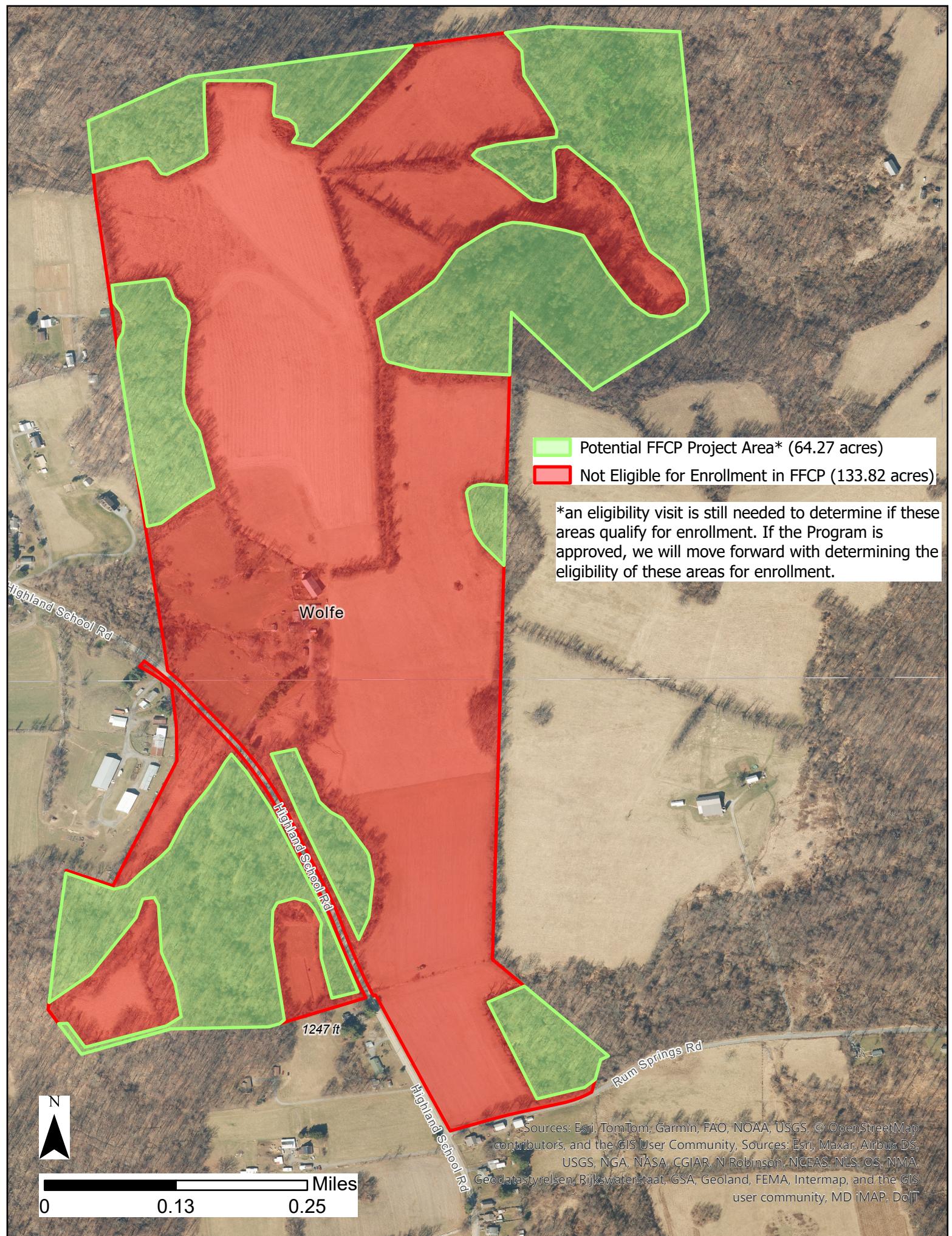
The current request is for approval for Mr. Tilley to enter into the Family Forest Carbon Credit program on approximately 64-acres of the property. This is a temporary Carbon Credit Agreement that lasts 20 years. Mr. Tilley would receive monetary benefit in exchange for agreeing to the terms of the Carbon Credit agreement. Those terms include:

- Maintaining a current Forest Management Plan (FMP) on the property
- Allowing access for the Forest Family program to 1) verify the FMP practices, 2) collect data, and 3) for periodic inspections
- No clearcutting of the forested areas enrolled in the program
- Notification to the Forest Family program in the event of disturbances, pests, etc. to the enrolled areas
- Timber harvesting is permitted

This is the first such request in the Installment Purchase Program for a Carbon Credit Agreement overlay. The IPP deed of easement states in Section A(1)(k) "No rights-of-way easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the property without the Grantee's express permission." If approved, the Carbon Credit Agreement will be recorded in the land records and will place a 20-year restriction on qualifying forested areas of the Tilley IPP easement. The current farm operation is hay. As the carbon credit agreement is temporary, allows timber harvesting, and will not encumber any of the agricultural land, staff feel that allowing the Carbon Credit agreement will have minimal to no impact on the agricultural operation.

**RECOMMENDATION:**

Staff recommend approval of the Carbon Credit Overlay Agreement on the Tilley IPP property.



## Family Forest Carbon Program

### Growing Mature Forests

Landowner Responsibility Breakdown: Contract Agreement Standard Version 5.4 (Apps)

The Landowner Participation Agreement is a legally binding contract between the owner(s) of the Contract Area and the Family Forest Impact Foundation, LLC. This guide does not substitute for a thorough review of the Landowner Participation Agreement.

## Core Responsibilities

### Forest Management Practice

- Landowners must follow the forest management standards (referred to as the Forest Management Practice) described in Attachment E.
- Maintain a current Forest Management Plan throughout the 20-year contract term to be used as a guide, in accordance with the Landowner's goals.
  - FFIF will either help create the plan or provide a stipend (based on acreage) for a Qualified Forester to do so.
  - The plan must be updated at least once every 10 years (or as required by state law).
  - Must provide the plan or amendment within two years if receiving FFIF funding for its preparation — or repay the Forest Management Plan Payment.

### Property Access

- Must allow FFIF and their representatives access to the Contract Area for program-related activities. This could include:
  - **Forest Management Plan Development:** To help create or update the forest management plan tailored to the landowner's goals.
  - **Verification of Practice Implementation:** To confirm that the landowner is following the agreed-upon forest management practices.
  - **Field Measurements & Data Collection:** To gather data on forest conditions, carbon sequestration, and other ecological metrics.
  - **Carbon Protocol Compliance:** To collect data required for verifying carbon reductions and ensuring compliance with carbon market standards.
- Enrolled woodlands are remotely monitored for vegetation changes throughout the year, FFCP reserves the right to investigate any such changes and may need to access the woodland for clarification in the field. Such access will be provided with notice to the landowner at least seven days prior to access.
- These access rights are part of the agreement that "runs with the land," meaning they apply to future owners and heirs unless the agreement is terminated.

### Exclusivity of Carbon Rights

- Must not enter into any agreement for the generation or sale of carbon credits for the enrolled forest area during the agreement term.

- The Landowner assigns all rights, title, and interest in the carbon sequestered on the enrolled property to FFIF for the duration of the agreement (20 years, with automatic renewal for another 20, unless non-renewal is requested by the Landowner).
- This includes the right to register, verify, and sell carbon credits, offsets, or certificates generated from the forest management practices on the property.
- The Landowner may not enter into any other agreement to generate or sell carbon credits for the enrolled forest area during the contract term.
- LO owns timber rights and shall not sell timber rights on the contract area during the term of the contract.
- The exclusivity clause is part of the agreement that “runs with the land,” meaning it applies to future owners, heirs, or lien holders unless the agreement is terminated.
- If the Landowner breaches this exclusivity (e.g., sells carbon rights elsewhere), FFIF may terminate the agreement and require repayment of 250% of all payments received.

### **Landowner Representative**

- Must designate a Landowner Representative to liaise with FFIF. The Landowner Representative is responsible for:
  - Serves as the primary point of contact between the landowner and FFIF.
  - Communication, decision-making, and coordination throughout the contract term.
  - Ensuring the landowner is informed and responsive to all program requirements.
  - Receiving and relaying communications from FFIF.
  - Coordinating landowner responses to FFIF’s inquiries or required actions.
  - Assisting in fulfilling obligations, such as submitting certifications, harvest notifications, or forest health updates.
  - Making decisions on behalf of the landowner, unless otherwise restricted.
- If the landowner wishes to appoint a new Representative, they must submit the change using Attachment F of the agreement.

### **Third-Party Conflicts**

- Landowners must disclose any third-party agreements that may affect the Contract area. These are pre-existing interests or agreements, such as:
  - **Easements** (e.g. conservation, utility, or access rights)
  - **Leases** (e.g. timber, mineral rights)
  - **Lender agreements** (including any security interest granted to such lenders)
  - **Lawsuits**
- If such a conflict arises, parties may terminate the agreement.
  - No termination payment is required from the landowner if they made commercially reasonable efforts to avoid the conflict (e.g. notifying the lender and seeking consent).
  - If those efforts weren’t made, the landowner may owe FFIF a Landowner Termination Payment (typically 250% of payments received).
  - If a secured lender (like a bank holding a mortgage) claims that the agreement conflicts with their rights or constitutes a default under the loan terms, then the landowner must notify FFIF as soon as possible with written documentation of the lender’s claim.

### **Data, Reporting & Notices**

## **Periodic Certification Requirements**

- Within sixty (60) days following the end of each of Project Year 5, Project Year 10, and Project Year 15, Landowner shall provide FFIF with a Certification stating that either no Substantial Harvests have been conducted during the prior five Project Years, or any Substantial Harvests have been, and reporting any other major changes occurring in the Contract Area. This is a self-attestation; no forestry professional is needed.
  - Confirm whether any Substantial Harvests occurred during the previous 5-year period.
  - Include the dates of any harvests and confirm that Post-Harvest Reporting was submitted.
  - Report any major changes in forest conditions, such as:
    - Unauthorized tree removals
    - Forest health issues (e.g. pest outbreaks, fire damage)
    - Changes in tree cover or species composition
  - The final certification in Year 20 is especially important, as it confirms full compliance and may trigger a review or discussion with FFIF (Family Forest Impact Foundation).

## **Substantial Harvest Procedures**

- The Landowner must notify FFIF at least 30 days before any significant timber harvest, as defined in Attachment E.
- Provide pre-harvest assessments, harvest prescriptions, and Qualified Forester reports.
  - Initial Timber Assessment by a Qualified Forester:
    - Quadratic Mean Diameter (QMD)
    - Basal Area per acre
    - Acceptable Growing Stock (AGS) and Unacceptable Growing Stock (UGS)
    - Species composition
    - Must meet a confidence level of  $\pm 10\%$  at 90% confidence.
- Provide Post-Harvest Reporting within 30 days after harvest.
  - A Post-Harvest Report signed by a Qualified Forester.
  - Confirmation that the harvest stayed within prescribed limits.
  - A reforestation or regeneration plan showing how adequate stocking will be achieved within 5 years after harvest (or longer if justified by local conditions).

## **Forest Health**

- Must notify FFIF within 30 days of any adverse impact to tree cover or health after Landowner becomes aware of any occurrence or extensive impact.
  - Acts of God
  - Flood, fire, earthquake, epidemic, pandemic or explosion
  - War, invasion, hostilities, terrorist threats or acts, riot or other civil unrest
  - Government order, law, or actions
  - Embargoes or blockades
  - National or regional emergency
  - Disease or pest infestation
  - Encroachment by third parties when demonstrably unforeseeable and out of the Party's control (e.g. logging, mining, fuelwood collection, timber theft, arson)
  - Other similar events beyond the reasonable control of the impacted Party.

- Invasive species encroachment
  - Unintentional tree mortality or dieback
- Must allow FFIF Access for Assessment Upon Notification
  - After the assessment, the Landowner must meet with FFIF to discuss:
    - The results of the forest health impact
    - Potential remediation strategies
    - Adjustments to the Forest Management Plan, if needed

## Financial Compliance

### Termination Payments

- In some cases, the landowner must repay FFIF 2.5x of the Program Payments received.
  - **Death of the Landowner:** If heirs or executors do not assume the agreement upon death of the landowner, they must pay the Termination Payment within 60 days of termination.
  - **Voluntary Termination by Landowner:** If the landowner chooses to exit the program early, they must pay the Termination Payment within 10 days of termination notice.
  - **Material Breach or Insolvency:** If the landowner violates the agreement or becomes insolvent, FFIF may terminate and demand repayment.
  - **Unauthorized Carbon Reversal:** If forest conditions are altered in a way that undermines carbon sequestration (e.g. excessive harvesting), FFIF can terminate and require repayment.
  - **Sale of Property Without Assignment:** If the land is sold and the new owner does not assume the agreement, both the seller and buyer are jointly responsible for the Termination Payment.
- Repayment terms vary depending on the type and reason for termination.
  - **Partial Termination:** If only part of the Contract Area is terminated, FFIF will calculate a pro-rated Termination Payment based on the affected acreage.
  - **Conflict with Lender Agreements:** If a lender claims the agreement violates loan terms and the conflict cannot be resolved, termination may occur. If the landowner did not make reasonable efforts to avoid the conflict, repayment is required.
  - **Change in Law:** If legal changes make participation illegal or commercially unreasonable (e.g. costs increase by 20% or more), the landowner may terminate but must repay all payments plus 6.5% annual interest.
- No Repayment is Required if:
  - FFIF terminates the agreement without cause.
  - Termination occurs due to Force Majeure (e.g. natural disaster).
  - FFIF breaches the agreement.
  - The landowner made commercially reasonable efforts to avoid lender conflicts.

### Third-Party Forest Management Plan Repayment

- If the plan isn't submitted as required, the landowner must repay FFIF the Forest Management Plan Payment.
- If repayment is not received for the Forest Management Plan, FFIF may deduct from future payments to recoup the Forest Management Plan payment provided to the Landowner. Any future third-party payments may also be removed in lieu of a Forest Management Plan prepared by FFIF.

## Activity Restrictions

### Timber Removal Limits

- Landowners may remove dead wood or live trees under specific conditions:
  - Live trees must be under 12 inches in diameter at breast height (DBH).
  - Harvests must be evenly distributed across accessible forested areas — not concentrated in one location.
  - Removal must not reduce forest health or circumvent the requirements for a Substantial Harvest.
- Personal use capped at 5–25 cords/year depending on acreage.
- No harvests that reduce Basal Area or Quadratic Mean Diameter beyond permitted thresholds. These thresholds apply cumulatively — meaning repeated small removals can eventually trigger a violation.
  - More than 25% reduction in Basal Area per acre (a measure of tree density).
  - More than 10% reduction in Quadratic Mean Diameter (average tree size).
  - Violations of habitat protection laws or water quality best practices.

### No Other Restrictions

- Landowner shall not place (or allow to be placed) any legal restrictions on the Property that completely prohibit timber harvesting, tree cutting, and/or dead wood removal in the Contract Area, *exclusive of* clearly delineated ecologically sensitive areas, such as riparian buffers, during the Term.

### Transfer Protocols

- If the landowner decides to sell the Contract Area, they must:
  - **Notify FFIF in Writing**
    - Provide at least 30 days' notice before the sale.
    - At least 10 days prior to the consummation of the Transfer, Landowner shall provide FFIF with the Transferee's information and a copy of a completed Assignment and Assumption Agreement between the Landowner and Transferee substantially in the form attached as Attachment H
- **Upon sale of the land, the landowner must either:**
  - Have the new owner sign an Assignment and Assumption Agreement (Attachment H);
  - Or pay termination fees if no assignment occurs.
  - **Facilitate Assignment of the Agreement**
    - The buyer (called the Transferee) must agree to assume the landowner's obligations.
    - Both parties must sign an Assignment and Assumption Agreement (see Attachment H).
    - The signed agreement must be submitted to FFIF no later than 3 days after closing.
  - **Record Updated Notice of Agreement**
    - Sign, notarize, and return a revised Notice of Agreement to be recorded in local land records, if applicable.
- **If the property is owned by multiple people:**
  - The sale of one Landowner's interest in the Contract Area to one or more other existing Landowners shall not be treated as a Transfer under this Agreement so long as:
    - The transferring Landowner(s) provide written notice to FFIF of such transfer(s).

- The receiving Landowner or Landowners, as applicable, are signatories to this Agreement and the portion of the Contract Area that is conveyed to such recipient(s) is subject to this Agreement.
- In that event, any Program Payment due to be paid to the selling Landowner shall be paid by FFIF to the Landowner taking title to the interests so conveyed, unless different written instructions are provided by all Landowners who are Co-Owners at least ninety (90) days prior to the date such Program Payments are due to be made.
  - A sale to someone outside the co-owner group does trigger the transfer protocols.

## **Notice of Agreement**

### **Recording Agreement**

- Must sign, notarize, and return to FFIF a Notice of Agreement (Attachment G) to be recorded publicly, if applicable



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**TO:** Frederick County Agricultural Advisory Board

**FROM:** Beth Ahalt, Agriculture Preservation Program Specialist, II

**DATE:** August 25, 2025

**SUBJECT:** MALPF # 10-80-07, Huffer Family Farm (Jumbo's Pumpkin Patch) Agritourism Request

**ISSUE:**

Should the Frederick County Agricultural Advisory Board retroactively approve Agritourism use for the Huffer Family Farm easement?

**BACKGROUND:**

Donald, Greta and Margaret Huffer entered their farm in to the MALPF program on April 4, 1984. At the time of easement, the farm was a dairy and row crop operation. Mr. and Mrs. Huffer transferred their farm to their children, Martin, David and Donna, that own Huffer Family Farm, LLC, on September 11, 2003. In 1994, Martin, David and Donna, and their children, started to grow pumpkins and offered to host the public on their farm in the month of October to learn about pumpkins, agriculture and their farming operation. When the Huffer family decided to embark on this adventure, Jumbo's pumpkin patch was created.

From 1994-2002 the Huffer family operated as a dairy farm and seasonal pumpkin patch until they made the decision to exit the dairy business in 2002. At that time, the Huffer's decided to focus more on crop farming, hay, and continuing to have the pumpkin patch seasonally in the month of October. Today, Martin, David and Donna Huffer, and Martin's 2 daughters, Mandy and Jessica, operate Jumbo's pumpkin patch on the farm. The Huffer family grows and sells pumpkins, mums, straw, and corn shocks to the public at their farm. The pumpkin patch also features a corn maze, has food trucks on site for food to purchase, kettle corn, has face painting, and a petting zoo with animals that are all owned by the Huffer Family including Kune Kune Pigs, Zebu Cattle, goats, and pony rides.

This request would fall into a category that is listed on the MALPF Land Use Table in section 1 (attached) regarding Agritourism.

MALPF's Use Table defines Agritourism as "The act of visiting a working farm to engage in outdoor recreation, participate in educational experiences, or enjoy entertainment and hospitality services. These activities are conducted on a working farm and offered to the public or to invited groups for the purpose of recreation, education, or active involvement in the farm operation. These activities must be related to agriculture or natural resources and support the primary agricultural operation. Activities include (but are not limited to) farm tours, hay rides, corn mazes, and classes related to agricultural products or skills." Additionally, the use table requires that Majority of the



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agritourism activities must be related to agriculture or natural resources and support the primary agricultural operation.

***Staff feels that the Pumpkin Patch and related activities support the primary farm operation and are related to the agricultural use of the property.***

In addition to meeting the conditions in MALPF's Land Use table, the agriculture business must meet the parking pre-requisites also included in MALPF'S Land Use Table. The pre-requisites are:

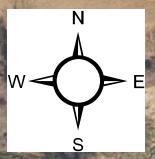
1. Parking area for all approved activities may be 1 acre, and up to 2 acres if the request demonstrates the need for the larger area.
2. Parking area must be pervious, unless otherwise required by law, or approved by the Foundation.
3. Parking facilities for the handicapped shall be provided as required by law, however, any required impervious surface shall not exceed 5,000 square feet.
4. Parking area for any activities conducted within one (1) acre surrounding a pre-existing dwelling is limited to that surrounding the one (1) acre.
5. The Foundation must approve overflow parking for any Tier 2 or temporary events.

The parking area that is currently used for the pumpkin patch at Huffer Family Farm, LLC is in grass, and a small gravel area is used for handicap parking (see attached map). The parking area is approximately 1- 2 acres in size. When it is not pumpkin season, the parking area serves as a hay field to support their farming operation. The proposed parking meets all of pre-requisites for parking under MALPF'S Land Use Table.

Recommendation: Staff recommends retroactive approval for the agritourism operation on the Huffer Family Farm MALPF easement property.

# Huffer Aerial Map

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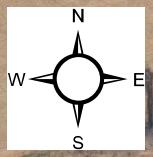
## Legend

Parcels

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## Legend





## FREDERICK COUNTY GOVERNMENT

### OFFICE OF AGRICULTURE

Department of Agricultural Preservation

Jessica Fitzwater  
County Executive

Katie Stevens, Director  
Shannon O'Neil, Administrator

**To:** Agricultural Preservation Advisory Board  
**From:** Shannon O'Neil, Agricultural Preservation Program Administrator  
**Date:** August 25, 2025  
**Subject:** Stream Overlay Easement Request on Grabill (#10-90-03E) MALPF Easement

**Issue:** Should the Agricultural Preservation Advisory Board approve a stream overlay easement on the Grabill MALPF easement?

**Background:** Truman Franklin (Frank) and Sharon Grabill put this 132.97-acre property under easement in 2002. Mr. Grabill added Christina and Robert Wiseman to the deed in 2020. The current operation is hay and pasture. They are requesting permission to grant a Stream Overlay Easement to KCI Technologies, Inc. over a portion of their property.

The MALPF Board approved policy guidelines for reviewing stream and wetland easement overlays on MALPF easement properties in July of 2017. The policy was updated in April of 2020. The guidelines acknowledge that these overlay easements may remove land from agricultural use, but also serve legitimate resource conservation purposes that are compatible with MALPF's goals to preserve farmland.

**Discussion:** The landowners would like to request permission to complete a stream restoration project on the portion of Beaver Dam Creek which runs through their MALPF easement property. The MALPF Review Criteria for these overlays requires a written recommendation from the local ag board.

- **Project Timeline** – Aiming for construction in Summer 2026.
- **Project Scope** –
  - Proposed overlay easement encompasses 2.583 acres of the 132.97-acre property (1.9% of the property).
  - The entire proposed overlay easement area is forested.
  - The underlying soils of the proposed project area are a mix of Class II and Class IV+. None of the proposed project area is comprised of Prime Farmland Soils. The overlay will not reduce the percentage of the qualifying soils on the remaining farmland.
- **MALPF Policy Requirements** – MALPF requires all of the following criteria to be met:
  - Written approval from the local Soil Conservation District.
    - *Staff Comment – approval is pending.*
  - Written recommendation from the local ag board.
    - *Staff Comment – Seeking approval at the August 25, 2025 meeting.*



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### DIVISION OF PLANNING & PERMITTING

Jan H. Gardner  
County Executive

Steven C. Horn, Division Director

- The practices in the overlay area should be incorporated into a soil conservation and water quality management plan and/or forest stewardship plan for the property, as applicable.
  - *Staff Comment – A Forest Stewardship Plan is not required. If approved, the practices will be incorporated into the SCWQMP.*
- The Maryland Dept of Agriculture's Office of Resource Conservation must provide a written recommendation regarding the overlay.
  - *Staff Comment – MALPF will submit the materials to the Office of Resource Conservation.*
- The overlay cannot reduce the percentage of the qualifying soils on the remaining farmland not subject to the overlay below the soils requirement specified in COMAR 15.15.01.03D.
  - *Staff Comment – The overlay will not reduce the percentage of qualifying soils to below 50%.*
- The overlay should provide a buffer of at least 35ft from the edge of the watercourse. Additionally, the total acreage of the overlay beyond the 35ft buffer should not be larger than either 5 acres or 5% of the total acreage, whichever is less. MALPF can approve overlay easements that do not meet this criteria, but they will consider whether the overlay will compromise the capacity of the farm to support diverse forms of profitable ag use.
  - *Staff Comment – The overlay includes at 35ft buffer.*
- The overlay easement must acknowledge the MALPF easement and the MALPF board will need to review the easement.
  - *Staff Comment – The easement acknowledges MALPF's easement.*
- The overlay easement must provide for the control of noxious weeds and invasive species.
  - *Staff Comment – The Overlay easement allows for control of invasives and noxious weeds.*
- When mitigation credits for a specific project are involved, the overlay should identify the location of the project that requires mitigation and shall state the County has approved the project or that the project is consistent with County policies and the comprehensive plan.
  - *Staff Comment – The Overlay is not part of a project-specific mitigation.*
- When mitigation credits for a future project are involved, the overlay must specify that the Interagency Review Team (IRT) requirements have been satisfied and that the credits must be used to offset development in a priority funding area or a MALPF approved site.
  - *Staff Comment – The Overlay easement specifies that all the terms and requirements mandated by the Interagency Review Team have*



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*been satisfied and that all future installment withdrawals from the mitigation bank for mitigation requests must offset development in a PFA unless the mitigation credits are to be used by an entity with condemning authority or if the project has received prior MALPF approval.*

- For satisfying Nutrient Reduction Goals, the Maryland Department of the Environment provides a written recommendation regarding the Overlay.
  - *Staff Comment – N/A. Project is not supporting a Municipal Separate Storm Sewer System (MS4) Discharge Permit.*
- For overlays supporting a permit under section 404, the IRT must provide a written statement regarding the overlay status.
  - *Staff Comment – MALPF will request this.*
- Each of the landowners will need to agree to amend their deed of easement to waive the right to request termination of the easement.
  - *Staff Comment – The landowners have agreed to this.*

The applicants are currently working to meet all of the above MALPF Policy requirements. Given that the overlay will not impact the agricultural land and meets the above MALPF standards staff are recommending approval.

**Recommendation:** Staff recommends approval of the proposed stream overlay easement project on the Grabill MALPF property.



# MALPF Overlay Request

Shannon O'Neil

TO: Administrator

Agricultural Preservation Program

Frederick County Office of Agriculture

Shannon Lucas

FROM: KCI Technologies, Inc.

Natural Resources

DATE: July 31, 2025

SUBJECT: Grabill Water Resource Easement Overlay

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The requested information according to the Frederick County Water Resource Easement Overlays Policy approved by the board 4/28/2020 is presented below and attached.

## Background & Objectives

KCI Technologies, Inc. (KCI) is proposing a speculative stream and wetland mitigation bank that could supply credits for wetland and stream mitigation in the Monocacy River Basin in Frederick County, Maryland. The candidate Bank site is located in Union Bridge. As evidenced by historic aerial photos and site investigations, the streams and wetlands at this site have been substantially modified by anthropogenic impacts associated with agriculture including clearing, channel relocation, channel straightening, ditching, and cattle impacts. Restoring these streams and wetlands will re-establish a stable ecosystem with a functioning riparian buffer, floodplain bench, and riparian wetlands. Sediment supply and nutrients entering the project streams and conveyed downstream to the Monocacy River will be significantly reduced. The primary goals of the restoration design are to improve stream and wetland functions by excluding cattle, providing channel stability and habitat features, installing robust riparian planting, and enhancing and creating wetlands. Wetland, forest, and stream areas in good condition will be preserved. The entire project site will be monitored and managed to maintain the proposed functions.

## Existing vs. Proposed Land Use

The existing and proposed land use are unchanged. The 2.58 acre Overlay area consists primarily of the stream and stream buffer and 100-yr floodplain, with a steep forested slope on the northeastern corner on the opposite side of the stream and valley. The Overlay area is not currently used for agricultural production and will not compromise the capacity of the farm to support diverse forms of profitable production of food or fiber.

## **MALPF Overlay Request**

Truman Franklin and Sharon Grabill  
12802 Coppermine Road  
Union Bridge, MD 21791

### **03.B.1 and 03.B.2**

The attached Erosion and sediment control (ESC) plan (see Attachment A) illustrates the resource conservation practices, which follow Natural Resource Conservation Service (NRCS) guidelines and regulations according to the 2011 Maryland ESC Guidelines including:

- Protect and avoid natural resources
  - Forested areas and streams and wetlands in good condition are avoided. Timber matting and mulch are used to protect wetlands, critical root zones and soils from compaction.
- Protect and avoid steep slopes and highly erodible soils
  - The northeast corner of the Grabill property is excluded from disturbance.
- Minimize disturbed areas
  - Use of tree protection fence to exclude areas from clearing.
- Stabilize exposed soils as soon as practicable
  - Disturbed areas will follow stabilization guidelines including daily stabilization for disturbed areas adjacent to the stream channel.
- Control and/or manage on-site and off-site runoff
  - Channel work will only occur during dry conditions and be limited to work that can be completed in one working day.
- Protect perimeter areas and retain sediment on-site
  - Use of silt fence, orange safety fence. Eventually the entire conservation easement will be fenced. Addressing channel erosion will help retain sediment on-site.
- Make provisions for inspecting and maintaining sediment controls
  - The County inspector as well as KCI professionals will be inspecting the site to ensure ESC measures are maintained.

### **03.B.3**

KCI requests the county's agricultural land preservation advisory board provides a written recommendation regarding the Overlay.

### **03.B.4**

KCI acknowledges that the practices in the Overlay and all recommended "Resource conservation purposes" will be included in any applicable updated plans. The following documents are deemed not applicable: water quality plan, nutrient management plan, forest stewardship plan, and/or animal waste management systems plan.

### **03.B.5**

KCI requests The Maryland Department of Agriculture's Office of Resource Conservation provide a written recommendation regarding the Overlay, which recommendation shall assess the Overlay's compliance with Nutrient Management Regulations and the recommendation shall provide that the

## **MALPF Overlay Request**

Truman Franklin and Sharon Grabill  
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Overlay is subject to a Nutrient Management Plan Implementation Evaluation by the Maryland Department of Agriculture.

### **03.B.6**

The Overlay will not reduce the percentage of the qualifying soils on the remaining Foundation easement property not subject to the Overlay below the soils requirements specified in COMAR 15.15.01.03D.

### **03.B.7**

The total area of the Overlay (2.583 acres):

- (a) includes the stream and 35 foot stream buffer;
- (b) is less than five acres and five percent of the total acreage of the easement;
- (c) is not currently used for agricultural production and will not compromise the capacity of the farm to support diverse forms of profitable production of food or fiber;
- (d) NA (the overlay area is not above the recommended size limitation); and
- (e) is a small portion of the existing 137 acre MALPF easement (less than 2% of the MALPF).

See attached plat with overlay.

### **03.B.8**

The attached easement contains the following language:

- (a) Acknowledging the Foundation's Easement [see Section 11(b)];
- (b) Providing for the control of noxious weeds and invasive species in a timely manner, which may permit the landowner to conduct self-help if the grantee of the Overlay does not control noxious weeds and invasive species in an agreed upon time frame. [see Section 2(i)(ii)];

### **03.B.9**

NA: The Overlay is not part of a project-specific mitigation.

### **03.B.10**

The Overlay is part of a proposed 404 mitigation bank. The attached easement:

- (a) specifies that all the terms and requirements mandated by the Interagency Review Team have been satisfied [See 7<sup>th</sup> Whereas; Section 6], and
- (b) that all future installment withdrawals from the mitigation bank for mitigation requests must offset development in a priority funding area, unless the mitigation credits are to be used by an entity with condemning authority (such as MD Department of Transportation, County Department of Public Works, Public Utilities, etc.), or, with prior Foundation approval, if the mitigation credits are to be used to support a farm or other agricultural operation(s), or others uses on a case by case basis, outside a priority funding area. [see Section 11(b)]

### **MALPF Overlay Request**

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#### **03.B.11**

NA, the Overlay is not supporting a Municipal Separate Storm Sewer System (MS4) Discharge Permit for satisfying Nutrient Reduction Goals and that require a Wetlands and Waterways Permit from the Maryland Department of the Environment (MDE).

#### **03.B.12**

For Overlays supporting a permit under Section 404 of the Clean Water Act, MALPF shall request that an authorized representative of the Interagency Review Team provide a written statement regarding the status of the application under IRT review.

#### **03.B.13**

The Overlay request is for a property subject to a Foundation easement that was approved by the Board of Public Works in 2002 (prior to October 1, 2004), the request shall include a statement that the landowner agrees to amend the deed of easement to waive the right to request termination of the easement after twenty-five years and to state that the Foundation's easement is perpetual.

The MALPF Easement on record doesn't include the right of the property owner to terminate after 25 years. Section 9 of the MALPF Easement states that the easement is in perpetuity

If you have any questions regarding this As-Built review, please feel free to contact me at 443-330-7535 or at [Shannon.Lucas@kci.com](mailto:Shannon.Lucas@kci.com).

Attachment A Erosion and Sediment Control Plan

Attachment B Plat with Water Resource Easement Overlay

## MALPF Overlay Request

Truman Franklin and Sharon Grabill  
12802 Coppermine Road  
Union Bridge, MD 21791

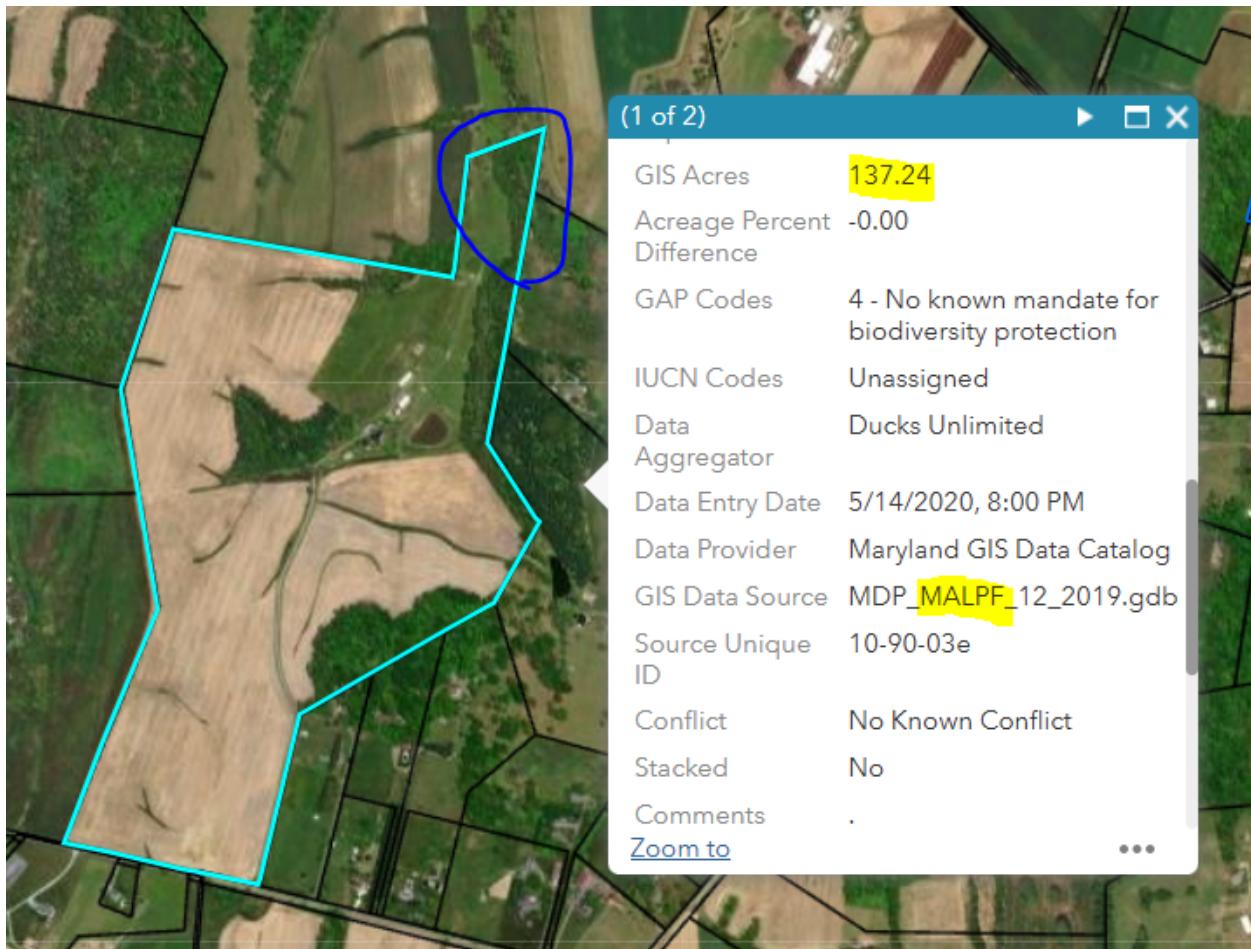
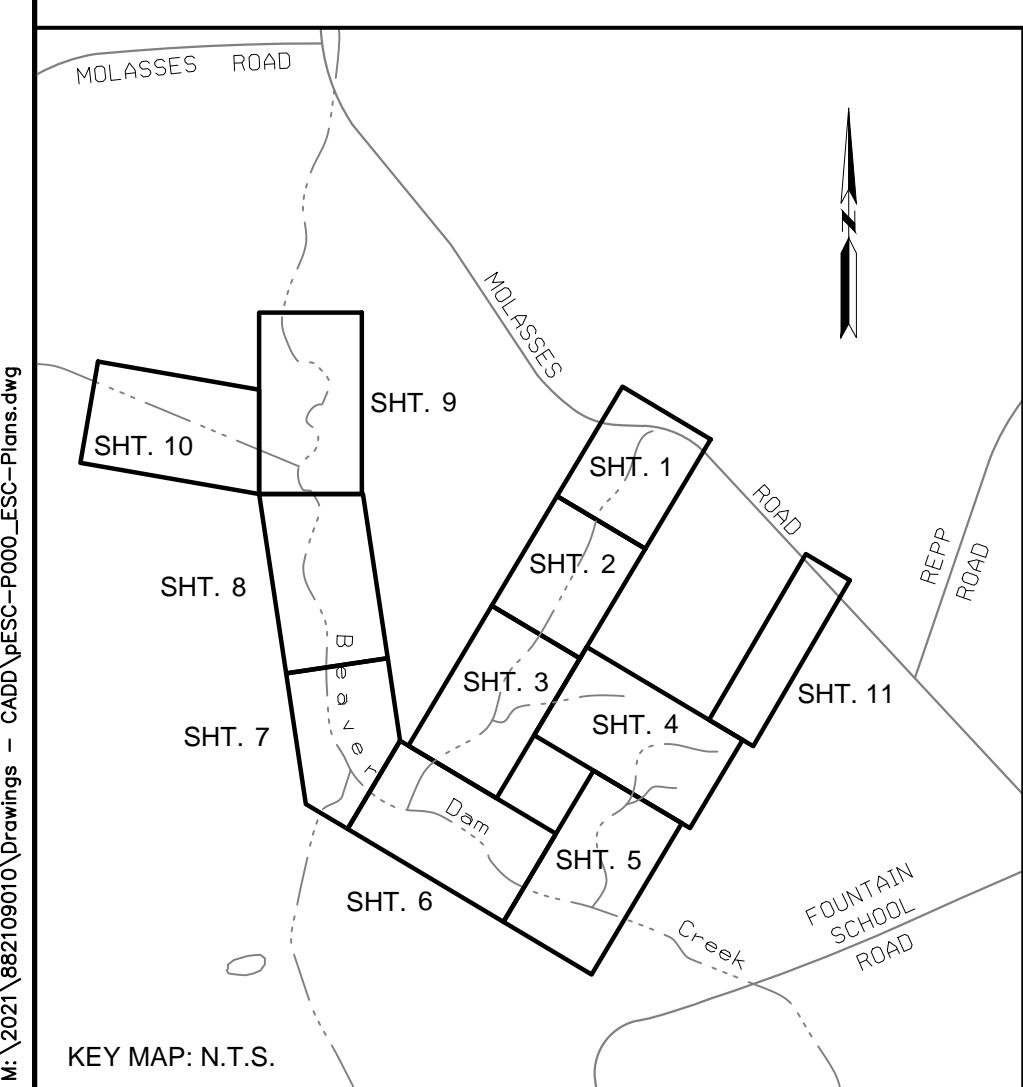
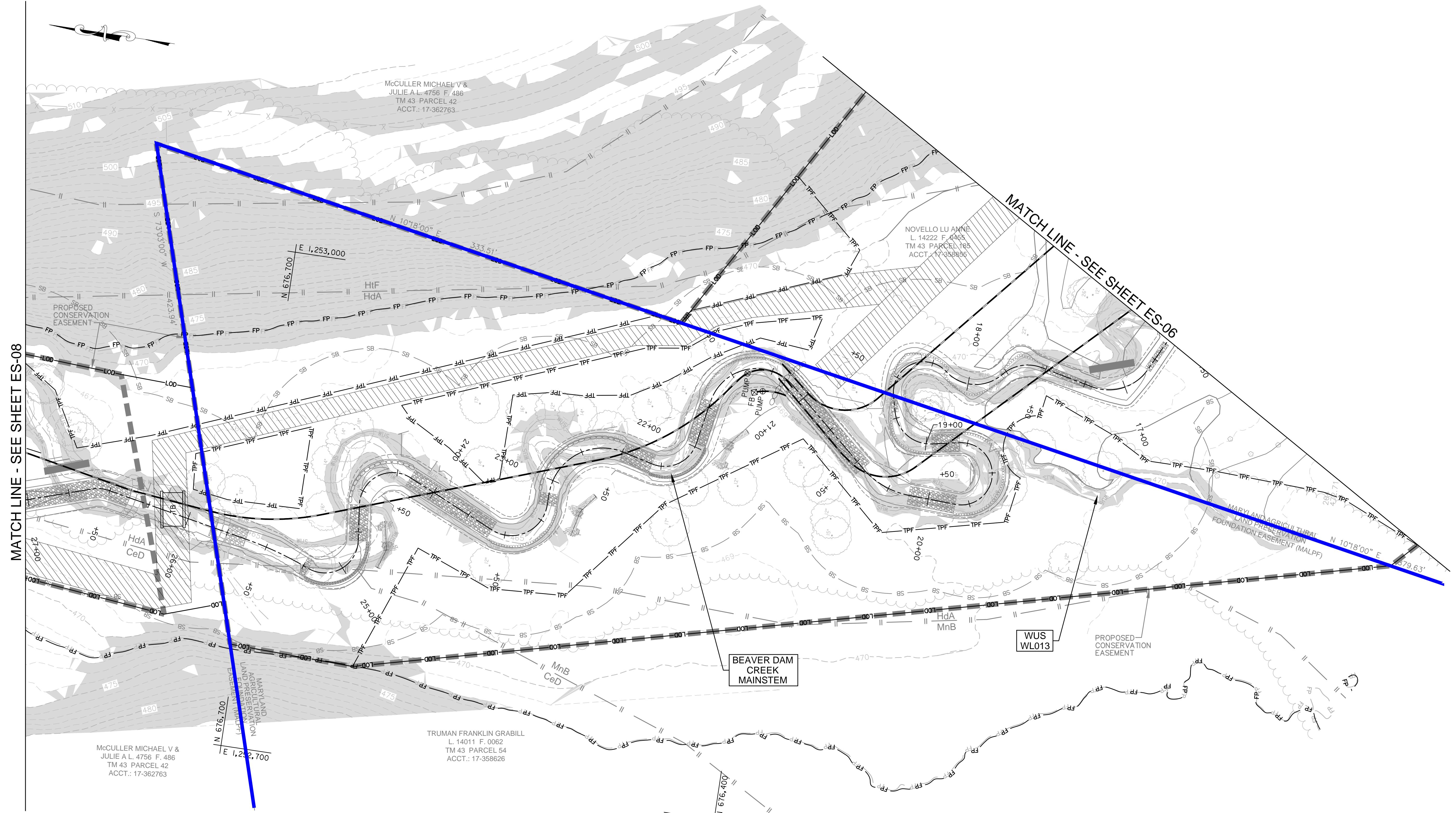
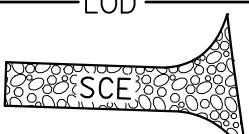


Figure 1. Existing and Proposed Land Use and Areas. (Watershed Resources Inventory Not to Scale (accessed 7/3/2025 here: <https://watershedresourcesregistry.org/map/?config=stateConfigs/maryland.json> )

**ATTACHMENT A**  
**Erosion and Sediment Control**  
**Plan and Notes**



LEGEND	
HtF HdA	SOILS BOUNDARY
FP	EX. 100-YR. FLOODPLAIN
FP	PROP. 100-YR. FLOODPLAIN
 PUMP	PUMP AND HOSE
 FB	FILTER BAG
SF	SILT FENCE
 000000	SAND BAG DIKE
LOD	LIMIT OF DISTURBANCE
 SCE	STABILIZED CONSTRUCTION ENTRANCE
	TB
	TEMPORARY ACCESS BRIDGE
	SLOPES 15% OR GREAT
	MULCH ACCESS PATH
	STAGING/STOCKPILE AREA
	TREE TO BE REMOVED
	TPF
	TREE PROTECTION FENCE

PROFESSIONAL CERTIFICATION. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State Of Maryland, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_.

GRAPHIC SCALE

30 0 15 30 60

( IN FEET )

1 inch = 30ft.

**FREDERICK COUNTY SOIL CONSERVATION DISTRICT**  
**EROSION AND SEDIMENT CONTROL PLAN APPROVAL**

FILE #:	XXXXXX
A/P #:	XXXXXX
DUE DATE:	

# 60% SUBMITTAL NOT FOR CONSTRUCTION

REVISIONS	DESCRIPTION
	<b>60% SUBMITTAL NOT FOR CONSTRUCTION</b>

# EROSION & SEDIMENT CONTROL PLAN

## BEAVER DAM CREEK STREAM & WETLAND MITIGATION BANK

FRICK COUNTY, MARYLAND

ES-07

## STANDARD EROSION & SEDIMENT CONTROL

- THE CONTRACTOR/OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. FURTHER, NO CONSTRUCTION ACTIVITY SHALL TAKE PLACE UNTIL ALL REQUIRED PERMITS HAVE BEEN OBTAINED.
- THE LIMITS OF DISTURBANCE SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO GRADING OF THE SITE TO ENSURE COMPLIANCE WITH APPROVED PLANS. ALL FOREST RETENTION AREAS WILL BE DELINEATED WITH BLAZE ORANGE FENCE AS WELL AS ANY SWM INFILTRATION PRACTICE PRIOR TO ANY CLEARING. WORK BEYOND THE LIMITS OF DISTURBANCE AND IN ANY AREA INSIDE THE FOREST RETENTION AND SWM INFILTRATION AREA IS CONSIDERED TO BE A VIOLATION OF THIS PLAN.
- ALL SEDIMENT CONTROL PRACTICES MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY. UPON COMPLETION OF THE INSTALLATION OF PERIMETER SEDIMENT CONTROL PRACTICES THE SITE MUST BE INSPECTED BY THE DEPARTMENT OF PUBLIC WORKS (DPW). NO ADDITIONAL CONSTRUCTION ACTIVITY WILL BE AUTHORIZED WITHOUT THE APPROVAL FROM DPW.
- ALL POINTS OF INGRESS AND EGRESS SHALL BE PROTECTED TO PREVENT TRACKING OF MUD INTO PUBLIC WAYS. DURING CONSTRUCTION, EVERY MEANS WILL BE TAKEN TO CONTROL SOIL EROSION AND SILTATION. IF NECESSARY A WASH RACK MAY NEED TO BE ESTABLISHED.
- EARTH DIKES, SEDIMENT TRAPS, ETC. WILL BE LOCATED AS SHOWN ON THESE DRAWINGS. FIELD CHANGES AND MINOR ADJUSTMENTS ARE PERMISSIBLE AS LONG AS THE INSTALLATION FUNCTIONS AND CONFORMS TO SPECIFICATIONS. THE SITE INSPECTOR PRIOR TO INSTALLATION MUST APPROVE ALL SUCH CHANGES. MAJOR CHANGES TO THE APPROVED PLAN WILL REQUIRE RE-APPROVAL BY THE HARFORD SOIL CONSERVATION DISTRICT.
- FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN:
  - THREE CALENDAR DAYS ON SLOPES GREATER THAN 3:1, ALL WATERWAYS AND TO THE SURFACE OF ALL PERIMETER CONTROLS.
  - SEVEN CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS OF THE PROJECT SITE.
- DUST CONTROL MUST BE MANAGED AS PART OF ALL SEDIMENT CONTROL PLANS. FAILURE TO DO SO IS A VIOLATION OF THIS PLAN.
- SEDIMENT BASINS MUST BE BUILT TO DESIGN SPECIFICATIONS SHOWN ON THE PLAN. IF THE BASIN IS TO BE USED AS A FUTURE SWM FACILITY, THE BASIN WILL BE BUILT IN ACCORDANCE WITH THE LATEST MD-378 STANDARDS AND SPECIFICATIONS. SPECIFIED MATERIALS MUST BE USED. NO CHANGES OR MODIFICATIONS WILL BE MADE WITHOUT WRITTEN AUTHORIZATION OF THE HARFORD SOIL CONSERVATION DISTRICT.
- TEMPORARY FENCING SHALL BE PLACED AROUND ALL SEDIMENT BASINS, TRAPS, AND PONDS DURING CONSTRUCTION AND SITE GRADING.
- AT THE END OF EACH WORKING DAY ALL SEDIMENT CONTROL PRACTICES WILL BE INSPECTED AND LEFT OPERATIONAL. A WEEKLY LOG WILL BE KEPT IN ACCORDANCE WITH NOI/NPDES REGULATIONS. A COPY OF THE APPROVED SEDIMENT CONTROL PLANS SHALL BE AVAILABLE AT THE SITE AT ALL TIMES.
- ENSURE POSITIVE DRAINAGE TO ALL ROAD INLETS DURING ALL PHASES OF ROAD CONSTRUCTION TO ENSURE POSITIVE FLOW TO TRAPS AND OR BASINS.
- CUT AND/OR FILL SHALL BE DONE IN CONFORMANCE WITH 2011 EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS FOR LAND GRADING.
- SURFACE FLOWS OVER CUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER REDIRECTING FLOWS FROM TRAVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO SAFELY CONVEY WATER DOWN SLOPES WITHOUT CAUSING EROSION.
- OFF-SITE WASTE OR BORROW AREAS SHALL HAVE AN APPROVED EROSION AND SEDIMENT CONTROL PLAN PRIOR TO THE IMPORT OR EXPORT OF MATERIAL TO/FROM THE PROJECT SITE.
- ALL MATERIAL ORIGINATING FROM THE DEVELOPMENT OF THE PROPERTY AND DEPOSITED ON THE PUBLIC RIGHT-OF-WAY SHALL BE IMMEDIATELY REMOVED.
- STORM DRAIN INLETS AND OUTLETS SHALL BE PROTECTED PER 2011 EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS.
- TOPSOIL, LIMING, FERTILIZING, SEEDING, MULCHING, SOD, ETC. ARE ALL ESSENTIAL PARTS OF THE SEDIMENT CONTROL PLAN AND MUST BE COMPLETED ALONG WITH ALL OTHER PRACTICES.
- TRAPS TO BE REMOVED SHALL BE DEWATERED AS PER THE 2011 EROSION AND SEDIMENT CONTROL STANDARDS AND SPECIFICATIONS.
- PRIOR TO REMOVAL OF TRAPS OR CONVERSION OF SEDIMENT BASINS TO SWM FACILITIES, THE STORM DRAINS WILL BE FLUSHED.
- SEDIMENT CONTROL PRACTICES WILL BE MAINTAINED UNTIL ALL DISTURBED AREAS FOR WHICH THE PRACTICES WERE INSTALLED HAVE BEEN STABILIZED. SEDIMENT CONTROL PRACTICES MAY BE REMOVED ONLY WITH THE AUTHORIZATION OF THE DPW INSPECTOR. ALL DISTURBED AREAS RESULTING FROM THE REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE STABILIZED IMMEDIATELY. REMOVAL PRIOR TO INSPECTOR'S APPROVAL CONSTITUTES A VIOLATION.

## TEMPORARY SEEDING SUMMARY

SEED MIXTURE (HARDINESS ZONE 6A) FROM TABLE B.1				FERTILIZER RATE (10-20-20)	LIME RATE
NO.	SPECIES	APPLICATION RATE (LB/AC)	SEEDING DATES	SEEDING DEPTH	
1	ANNUAL RYEGRASS	40	3/15-5/31 8/1-9/30	0.5 INCH	436 LB/AC (10 LB/1000 SF)
2	FOXTAIL MILLET	30	6/1-7/31	0.5 INCH	

NOTE: THE PURPOSE OF THIS PLAN IS TO ADDRESS SEDIMENT CONTROL FOR MASS GRADING, ROAD AND UTILITY CONSTRUCTION ONLY. INDIVIDUAL OR COLLECTIVE HOME/ COMMERCIAL BUILDING CONSTRUCTION WILL REQUIRE A SEPARATE SEDIMENT CONTROL PLAN. THE DEVELOPER/CONTRACTOR SHALL COMPLY WITH ALL STABILIZATION REQUIREMENTS OF THIS PLAN. TEMPORARY BUILDINGS MAY BE PERMITTED WITH THE APPROVAL OF THE CITY OF ABERDEEN.

## PERMANENT VEGETATION STABILIZATION

ALL DISTURBED AREAS, WHICH ARE NOT TO BE PAVED, SHALL BE PERMANENTLY STABILIZED IN ACCORDANCE WITH THE LANDSCAPE PLANS. DISTURBED AREAS OUTSIDE THE LANDSCAPING ZONES SHOWN SHALL BE PERMANENTLY STABILIZED IN ACCORDANCE WITH MARYLAND STATE HIGHWAY STANDARD SPECIFICATION 705-TURFGRASS ESTABLISHMENT.

## TEMPORARY VEGETATION STABILIZATION

A) SEEDBED PREPARATION:  
LOOSEN UPPER THREE INCHES BY DISCING, RAKING OR OTHER ACCEPTABLE MEANS.

B) SOIL AMENDMENTS:  
APPLY 600 LBS PER ACRE OF 10-10-10 FERTILIZER AND TWO TONS PER ACRE OF LIME.

C) SEEDING: \*

FOR PERIODS OF MARCH 1 TO APRIL 30 AND AUGUST 15 TO NOVEMBER 15:  
SEED WITH 2.5 LBS. PER ACRE OF CEREAL RYE PLUS 30 LBS PER ACRE OF TALL FESCUE OR 5 LBS PER ACRE OF REDTOP OR 20 LBS PER ACRE OF PERENNIAL RYEGRASS.

FOR PERIOD OF MAY 1 TO AUGUST 14:  
SEED WITH 3 LBS PER ACRE OF WEEPING LOVEGRASS OR 40 LBS PER ACRE OF JAPANESE OR FOXTAIL MILLET.

FOR THE PERIOD OF NOVEMBER 16 TO FEBRUARY 28:  
PROTECT THE SITE BY APPLYING TWO TONS PER ACRE OF WELL ANCHORED STRAW MULCH AND SEED AS SOON AS POSSIBLE IN THE SPRING OR USE SOD.

D) MULCHING SPECIFICATIONS:  
MULCH SHALL BE APPLIED TO ALL SEEDED AREAS IMMEDIATELY AFTER SEEDING. APPLY 2 TONS PER ACRE OF STRAW OVER ALL SEEDED AREAS. IF A MULCH ANCHORING TOOL IS TO BE USED, THE RATE SHALL BE INCREASED TO 2.5 TONS PER ACRE.\*\*

MULCH ANCHORING SHALL BE PERFORMED IMMEDIATELY FOLLOWING MULCH APPLICATION TO MINIMIZE LOSS BY WIND AND WATER. THE TYPE OF MULCH ANCHORING USED MUST COMPLY WITH THE 2011 MARYLAND STANDARD AND SPECIFICATIONS.

\*IF OTHER SEED MIXES ARE TO BE SUBSTITUTED, THEY MUST COMPLY WITH THE 2011 MARYLAND STANDARD AND SPECIFICATIONS, CHAPTER B, TABLE B-1 (PAGE B 20).

\*\* IF A DIFFERENT TYPE OF MULCH IS TO BE USED, IT MUST COMPLY WITH THE 2011 MARYLAND STANDARD AND SPECIFICATIONS, CHAPTER B: MULCHING (PAGES B 6 & B 7).

### BEST MANAGEMENT PRACTICES FOR WORKING IN NONTIDAL WETLANDS, WETLAND BUFFERS, WATERWAYS, AND 100-YEAR FLOODPLAINS

- No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If additional backfill is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- Place heavy equipment on mats or suitable operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- Rectify any nontidal wetland, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Rye grass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum sp.*), Oats (*Avena sp.*), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division. Kentucky 31 fescue shall not be utilized in wetland or buffer areas. The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:
  - Use I waters: In-stream work shall not be conducted during the period March 1 through June 15, inclusive, during any year.
  - Use II waters: In-stream work shall not be conducted during the period October 1 through April 30, inclusive, during any year.
  - Use IV waters: In-stream work shall not be conducted during the period March 1 through May 31, inclusive, during any year.
- Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.

## SEQUENCE OF CONSTRUCTION

- OBTAIN ALL NECESSARY PERMITS, EASEMENTS AND RIGHT-OF-WAYS BEFORE STARTING WORK.
- THE NPDES/NOI PERMIT SHALL BE RECEIVED FROM MDE AND A COPY MUST BE FURNISHED TO THE FREDERICK COUNTY SOIL CONSERVATION DISTRICT.
- THE CONTRACTOR SHALL CALL MISS UTILITY (800-257-7777) AT LEAST 5 WORKING DAYS PRIOR TO ANY WORK BEING DONE.
- FIELD VERIFY EXISTING TOPOGRAPHY SHOWN ON THE PLANS FOR THE SEDIMENT CONTROL INSPECTOR, CONDUCT LIMITS OF DISTURBANCE STAKEOUT. THIS MUST BE DONE FOR EACH PHASE PRIOR TO COMMENCING WORK.
- CONTACT THE FREDERICK COUNTY ENVIRONMENTAL COMPLIANCE SECTION (ESC) AT 301-600-3507 TO SCHEDULE A PRE-CONSTRUCTION MEETING AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- FOR EACH PHASE, CLEAR MINIMUM AREA NECESSARY TO INSTALL SEDIMENT CONTROLS, ENTRANCES, AND STAGING AREAS.
- WORK IS DIVIDED INTO SEVEN (7) DISTINCT PHASES OF CONSTRUCTION. PHASES TO BE COMPLETED IN ORDER TO HELP BALANCE CUT/FILL OPERATIONS. PHASES MAY TO BE DONE CONGRUENTLY OR IN ANY ORDER WITH APPROVAL FROM SEDIMENT CONTROL INSPECTOR. IF THE CONTRACTOR DEVIATES FROM PHASES ORDER, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, WHICH INCLUDES BUT NOT LIMITED TO OFFSITE STOCKPILE, BORROW MATERIAL, AND HAULING.
- ALL IN STREAM WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PUMP AROUND CRITERIA.
- PHASES I STATION 300+00 TO 311+75 (ON TRIB. 3 & TRIB. 3A)
- INSTALL STABILIZED CONSTRUCTION ENTRANCE (SCE) #1, ACCESS ROAD, TEMPORARY BRIDGES, STAGING STOCKPILE AREA #1, AND SILT FENCE AROUND STAGING AREA.
- CONCURRENT WITH STEP #9, CONTRACTOR MAY INSTALL SCE #2, AND ACCESS ROAD TO STAGING STOCKPILE AREA #2 FOR STORAGE FOR EXCESS MATERIAL FROM PHASE I TO PHASE 2.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 1 SEDIMENT CONTROLS. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 2.

PHASE 2 STATION 100+00 TO 116+00 & 140+00 TO 142+37 (ON TRIB. I & TRIB. IM)

- INSTALL SCE#2, ACCESS ROAD, TEMPORARY BRIDGES, AND STAGING STOCKPILE AREA #2.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 2 SEDIMENT CONTROLS. CONTRACTOR TO MAINTAIN ACCESS ROAD AND STOCKPILE AREAS FOR FUTURE PHASES. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 3.

PHASE 3 STATION 116+00 TO 125+25 & 130+00 TO 137+78 (ON TRIB. I & TRIB. IA)

- INSTALL PHASE 3 ACCESS ROAD, TEMPORARY BRIDGES, AND STAGING STOCKPILE AREA #3. IF THE CONTRACTOR DEEMS IT NECESSARY FOR ACCESS TO CONSTRUCTION, CONTRACTOR MAY INSTALL SCE #3, ASSOCIATED STOCKPILE AREAS, ACCESS ROAD AND TEMPORARY BRIDGES THAT CONNECTS TO PHASE 3 ACCESS ROAD.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, REMOVE ACCESS ROAD FOR TRIBUTARY IA, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 3 SEDIMENT CONTROLS. CONTRACTOR TO MAINTAIN NECESSARY ACCESS ROAD AND STOCKPILE AREAS FOR FUTURE PHASES. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 4.

PHASE 4 STATION 0+00 TO 21+25 & 125+00 TO 126+92 (ON MAINSTEM AND TRIB. I)

- INSTALL SCE #3, ACCESS ROAD, TEMPORARY BRIDGE, AND STAGING STOCKPILE AREA #4 & #5.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 4 SEDIMENT CONTROLS. CONTRACTOR TO MAINTAIN NECESSARY ACCESS ROADS AND STOCKPILE AREAS FOR FUTURE PHASES. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 5.

PHASE 5 STATION 21+00 TO 36+50 (ON MAINSTEM)

- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 5 SEDIMENT CONTROLS. CONTRACTOR TO REMOVE ALL ACCESS ROADS, SCE, TEMPORARY BRIDGES UPSTREAM FROM 36+50 AND PREVIOUS PHASES. MAINTAIN ACCESS ROAD TO STOCKPILE AREA #7 FOR FUTURE PHASES. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 6.

PHASE 6 STATION 200+00 TO 211+25 (ON TRIB. 2)

- INSTALL STAGING STOCKPILE AREA #6, AND PHASE 6 ACCESS ROAD, AND TEMPORARY BRIDGES. INSTALL SILT FENCE AROUND STAGING AREA.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.

PHASE 7 STATION 36+25 TO 47+63 & 211+00 TO 214+23 (ON MAINSTEM AND TRIB. 2)

- RELOCATE TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, REMOVE ACCESS ROAD ADJACENT TRIBUTARY 2, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 6 SEDIMENT CONTROLS. MAINTAIN NECESSARY ACCESS ROAD TO STOCKPILE AREA #8 FOR FUTURE PHASES. WITH PERMISSION FROM INSPECTOR, CONTRACTOR SHALL PROCEED WITH PHASE 7.
- INSTALL SCE #5 AND #6, STAGING STOCKPILE AREA #9, AND PHASE 7 ACCESS ROAD. INSTALL SILT FENCE AROUND STAGING AREAS.
- INSTALL PUMP AROUND AND DEWATERING PRACTICES AROUND THE FIRST WORK AREA. LOCATIONS OF SAND BAG DAMS, PUMP AROUND PRACTICES, AND DEWATERING PRACTICES MAY BE RELOCATED TO FACILITATE OPERATIONS.
- WITH APPROVAL OF THE INSPECTOR, COMPLETE RESTORATION WORK FROM UPSTREAM TO DOWNSTREAM. STABILIZED WORK AREAS, AND RELOCATE PUMP AROUND AND DEWATERING PRACTICES AS WORK PROCEEDS DOWNSTREAM.
- REMOVE ALL PHASE 7 SEDIMENT CONTROL.

### FINAL STABILIZATION

- FINALIZE STABILIZATION AND LANDSCAPING AND REPLACE ANY DAMAGED EXISTING FEATURES AS NEEDED FOR THE ENTIRE PROJECT AREA.
- CONDUCT CONDITIONAL ACCEPTANCE MEETING. ADDRESS ANY REMAINING ITEMS.
- ONCE THE ENTIRE SITE IS 95% STABILIZED WITH THE SEDIMENT CONTROL INSPECTOR'S PERMISSION, REMOVE ALL REMAINING SEDIMENT CONTROL DEVICES.
40. DEMOBILIZE FROM SITE.

DESIGN & DRAWINGS BASED ON MARYLAND COORDINATE SYSTEM: NAD 83/91 & VERTICAL: NAVD 88

PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_.

ENGINEERS  
PLANNERS  
SCIENTISTS  
CONSTRUCTION MANAGERS

936 Ridgemark Road  
Sparks, MD 21152

PHONE: (410) 316-7800  
FAX: (410) 316-7817

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60% SUBMITTAL  
NOT FOR  
CONSTRUCTION

REVISIONS  
NO. DATE DESCRIPTION BY

DATE MAY 2025  
AS SHOWN  
DESIGNED BY  
GM, JT, AW, PC  
DRAWN BY  
GM, AW, PC, CD

FREDERICK COUNTY SOIL CONSERVATION DISTRICT

EROSION AND SEDIMENT CONTROL PLAN APPROVAL

APPROVED BY: DISTRICT MANAGER OR DESIGNEE

DATE: \_\_\_\_\_

FILE #: XXXXX

A/P #: XXXXX

DUE DATE: \_\_\_\_\_

DRAWING NO. \_\_\_\_\_

EROSION & SEDIMENT CONTROL NOTES

BEAVER DAM CREEK

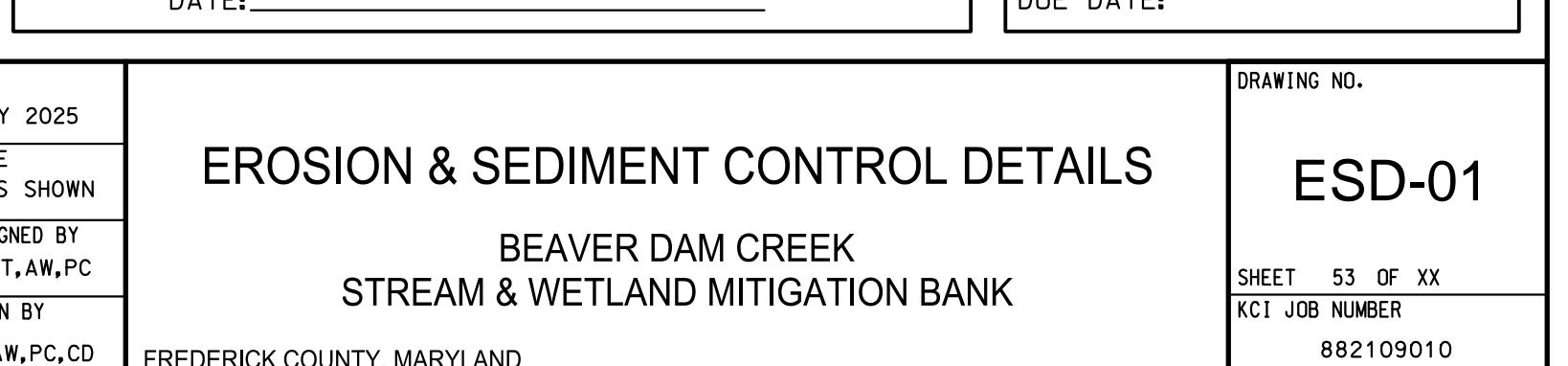
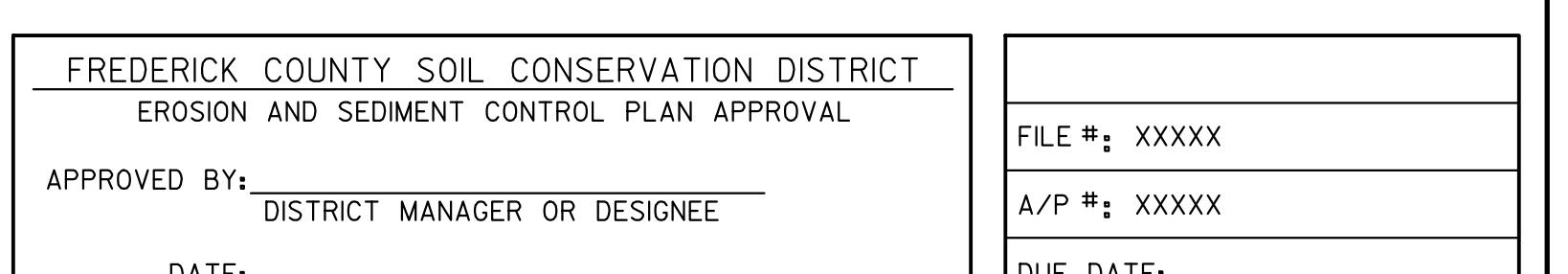
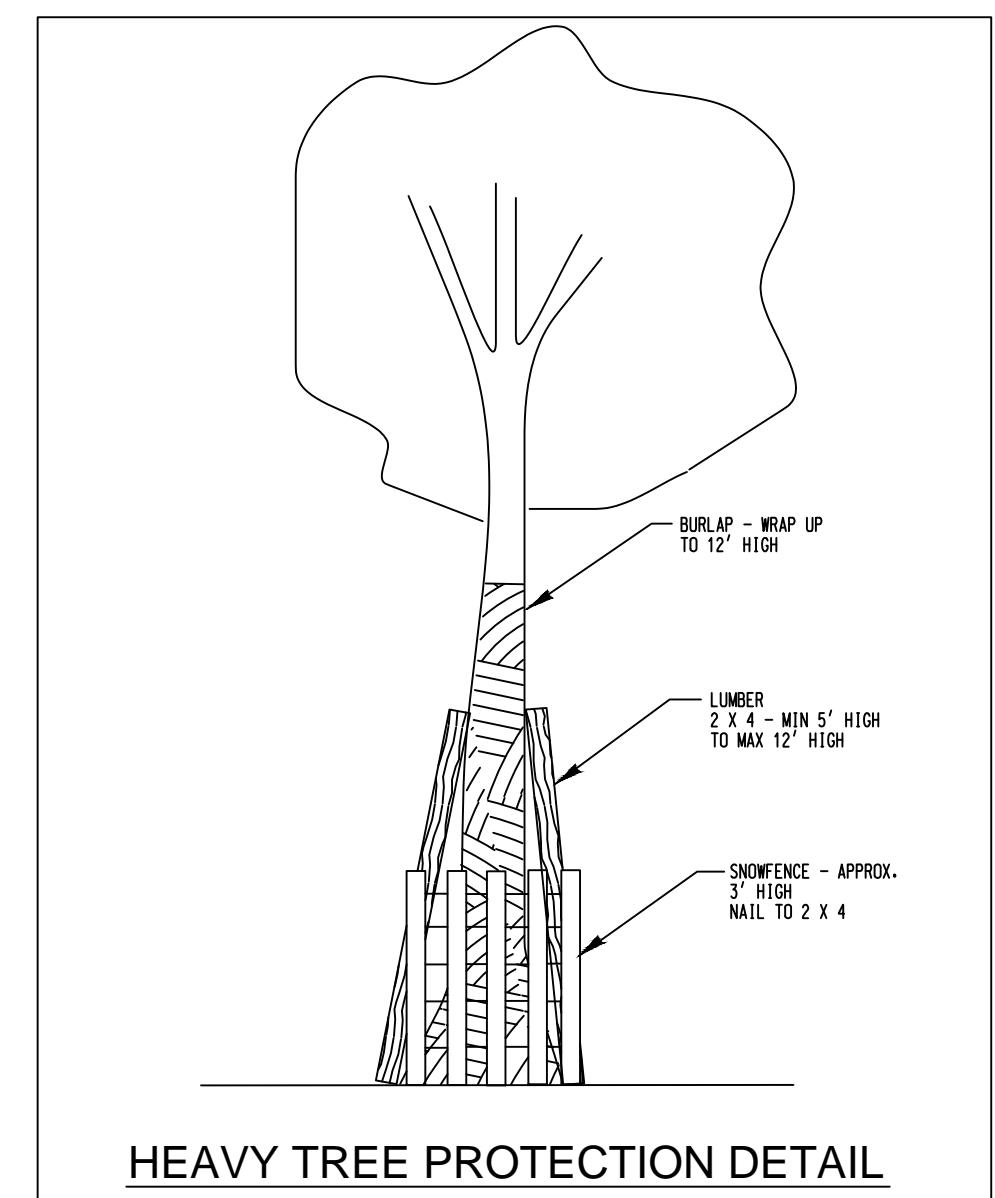
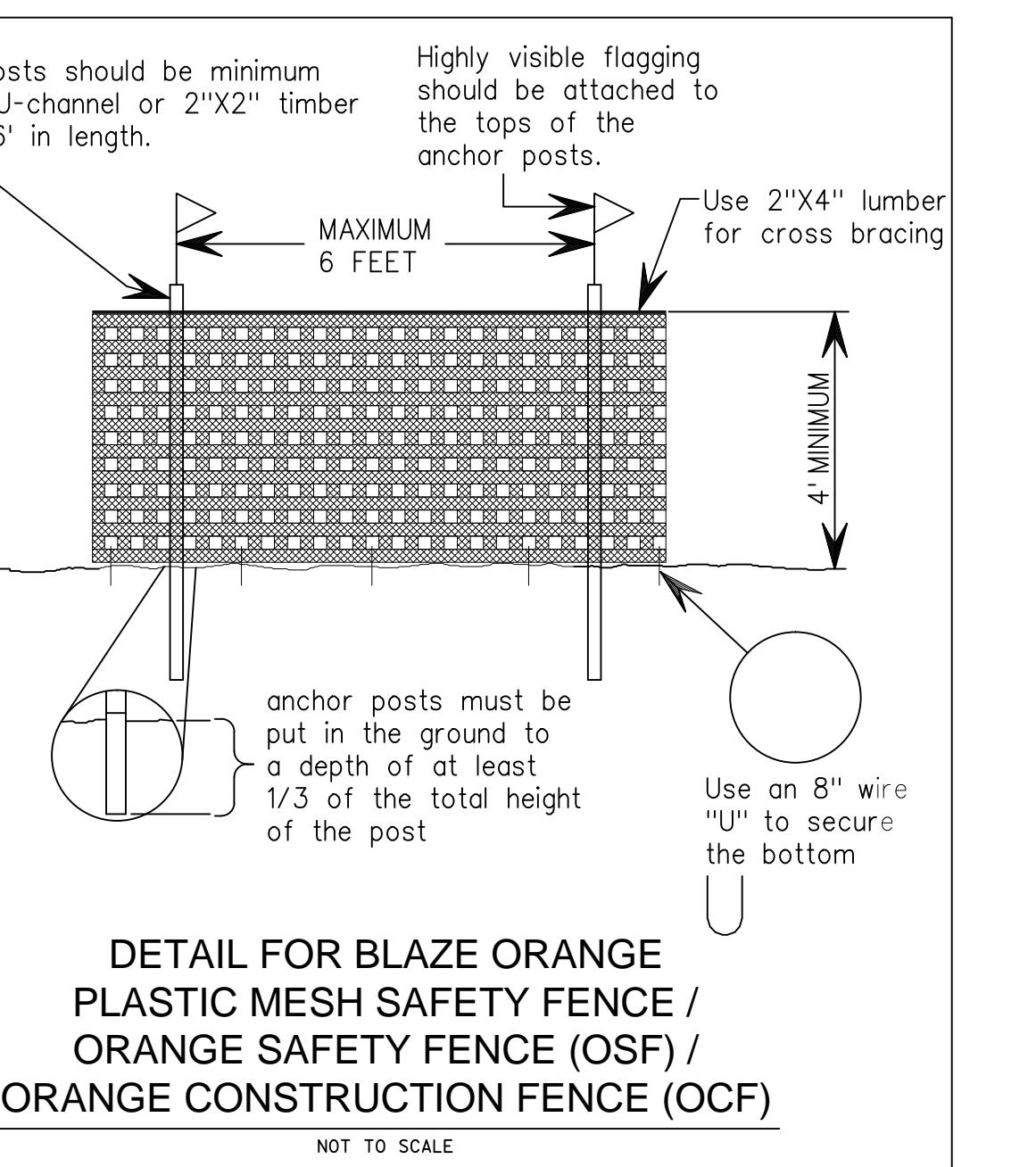
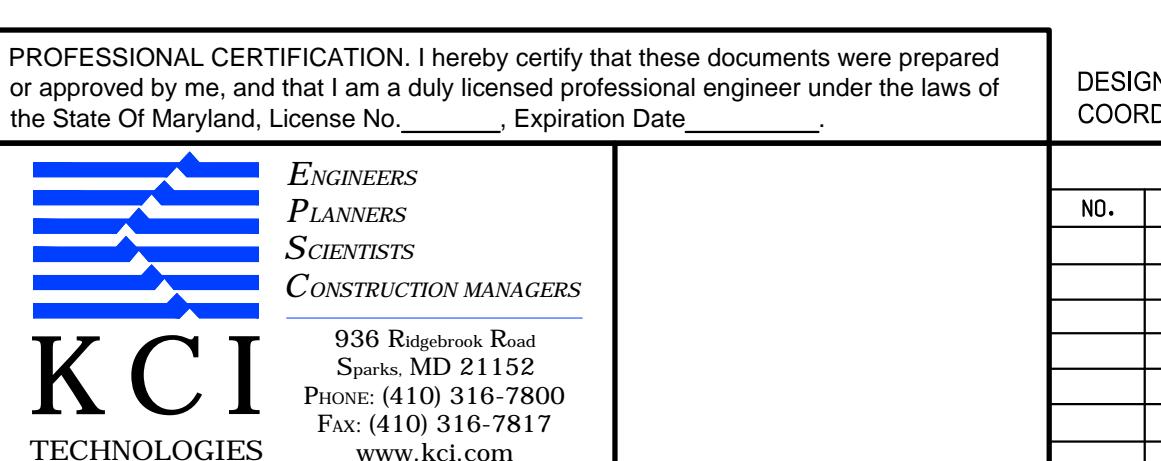
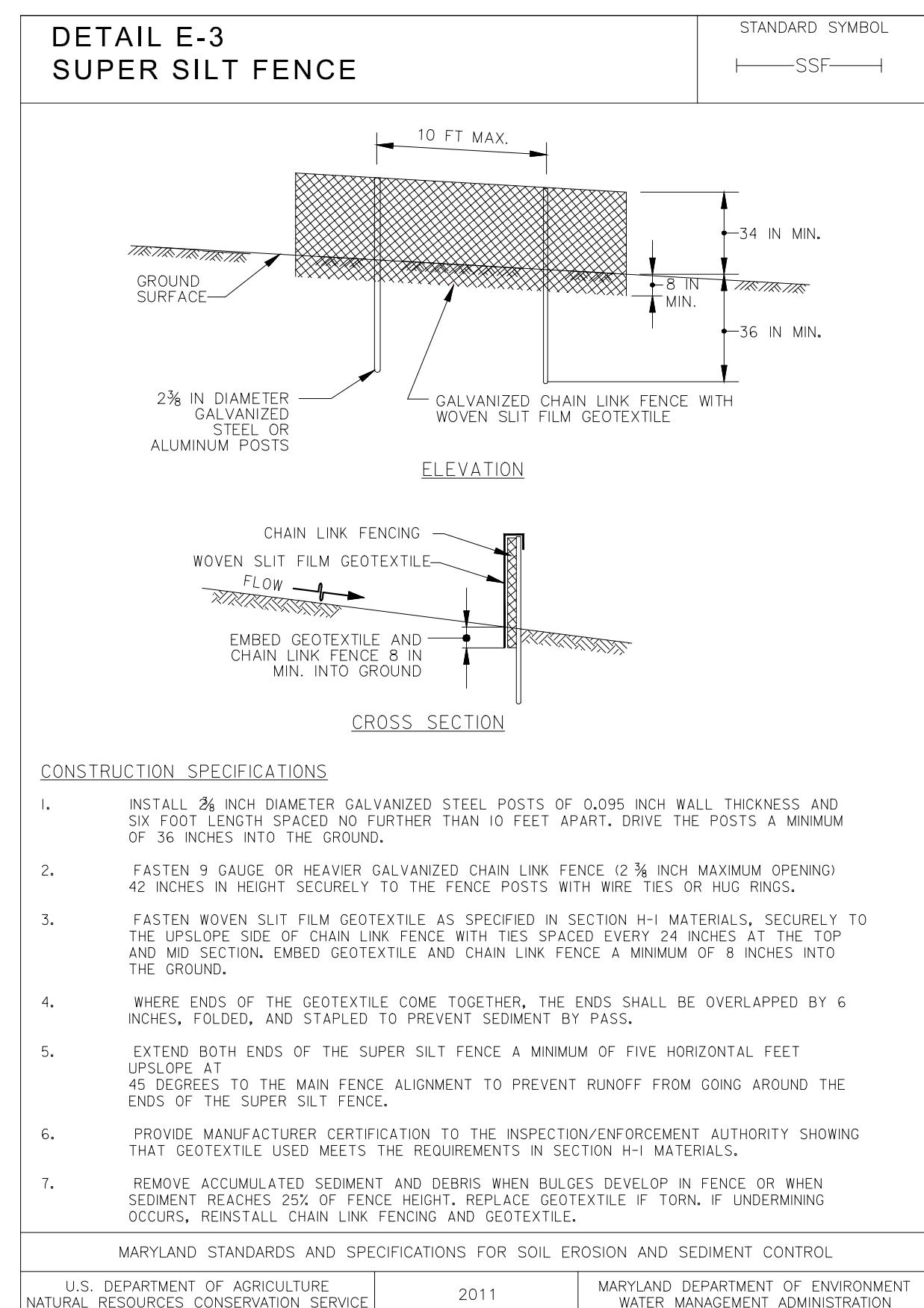
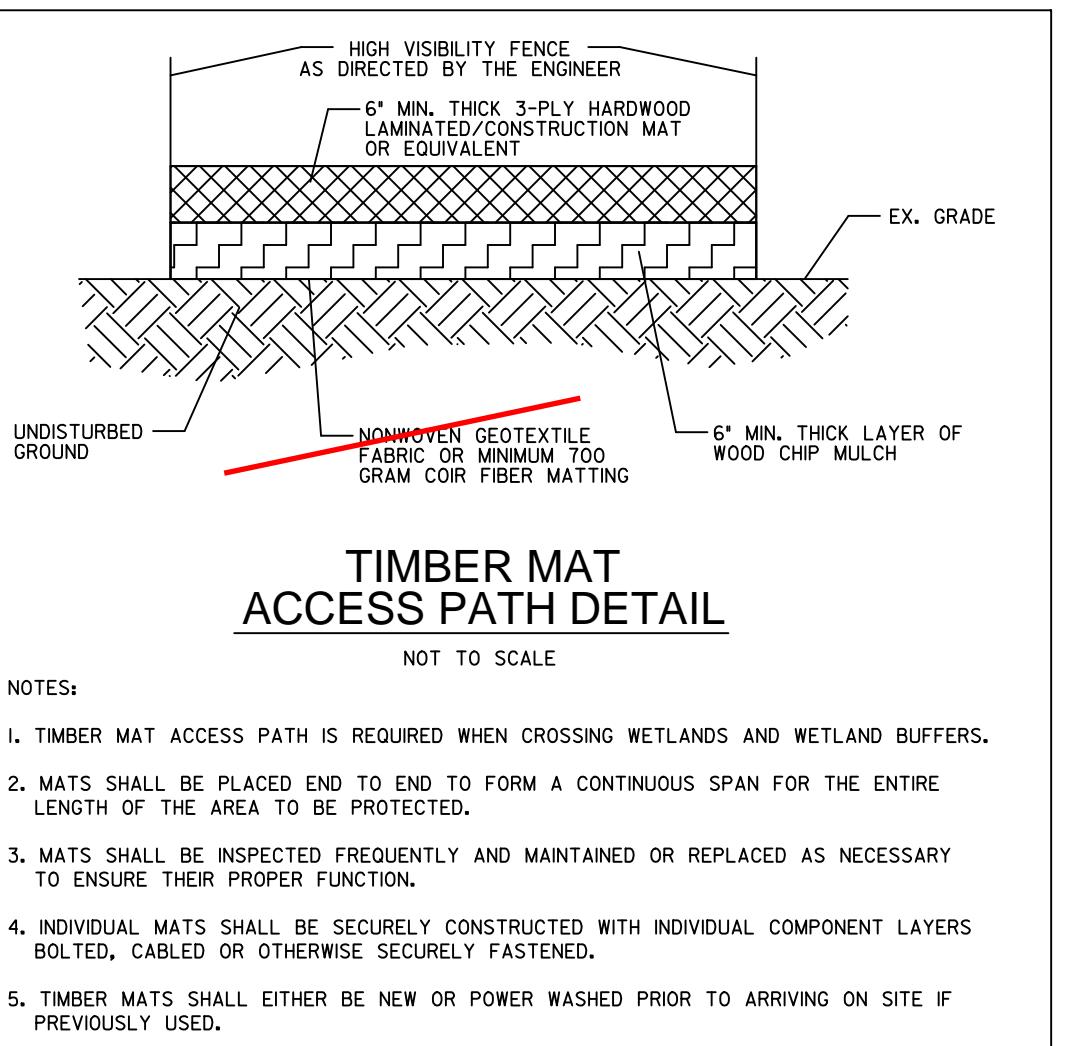
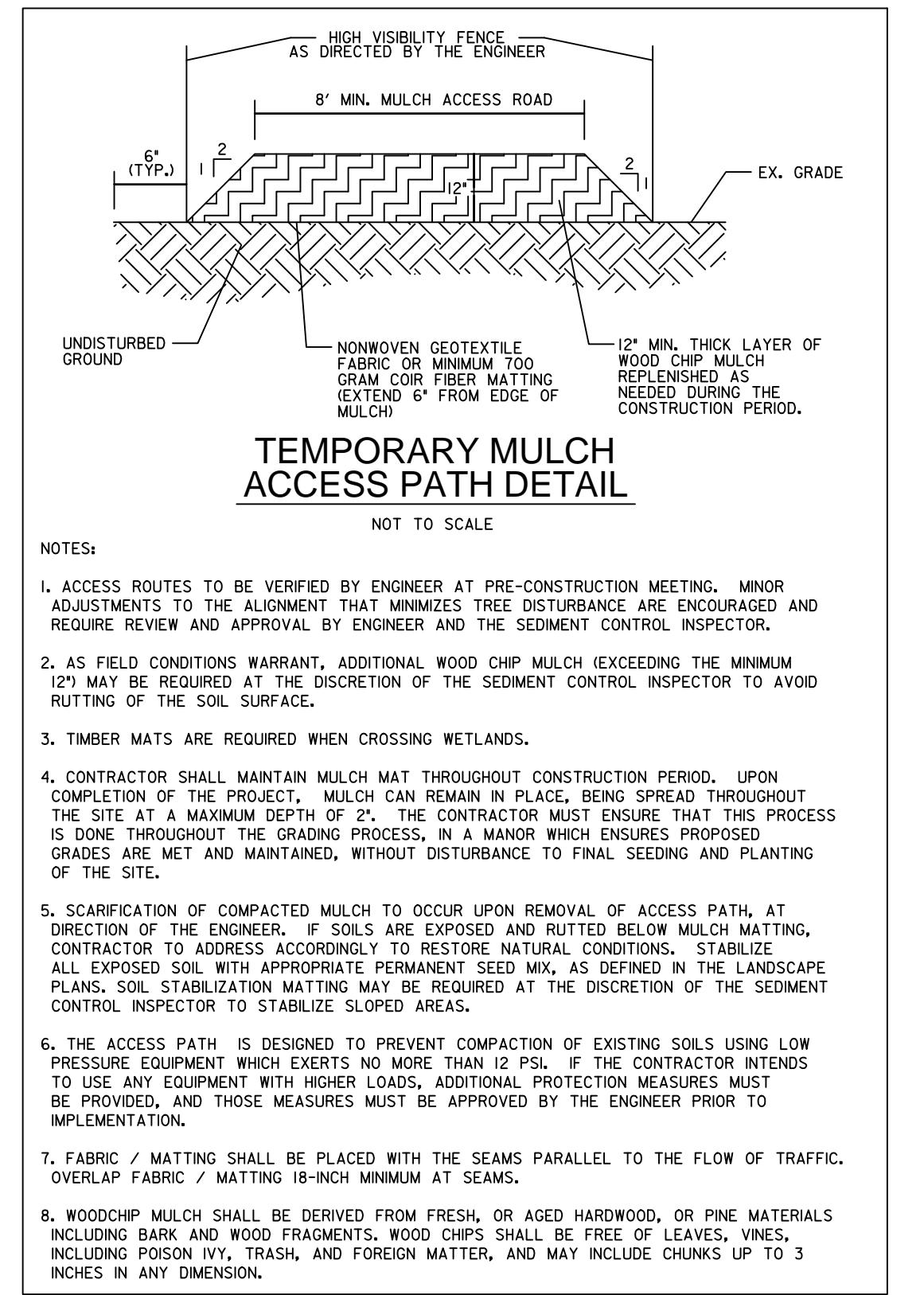
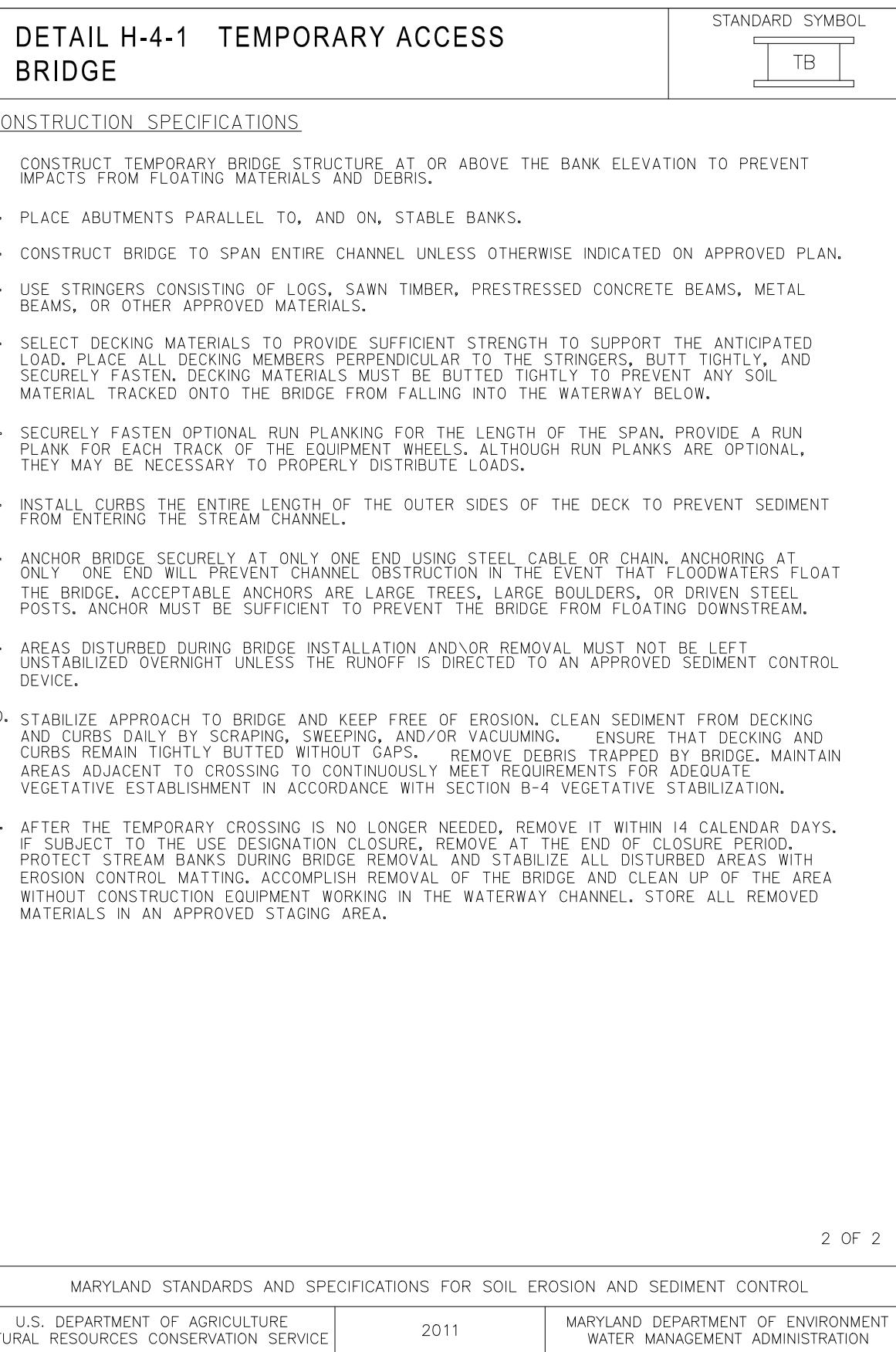
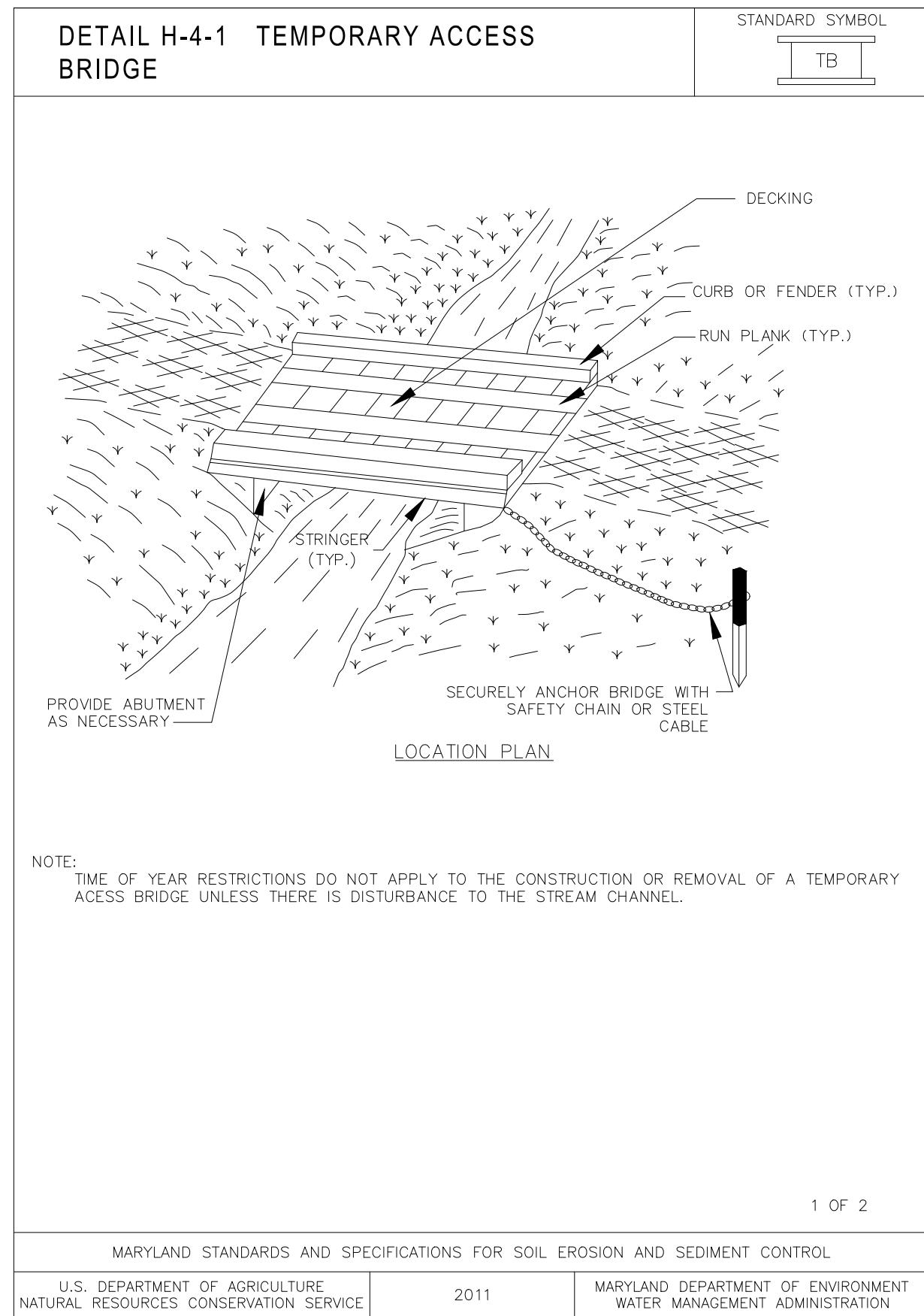
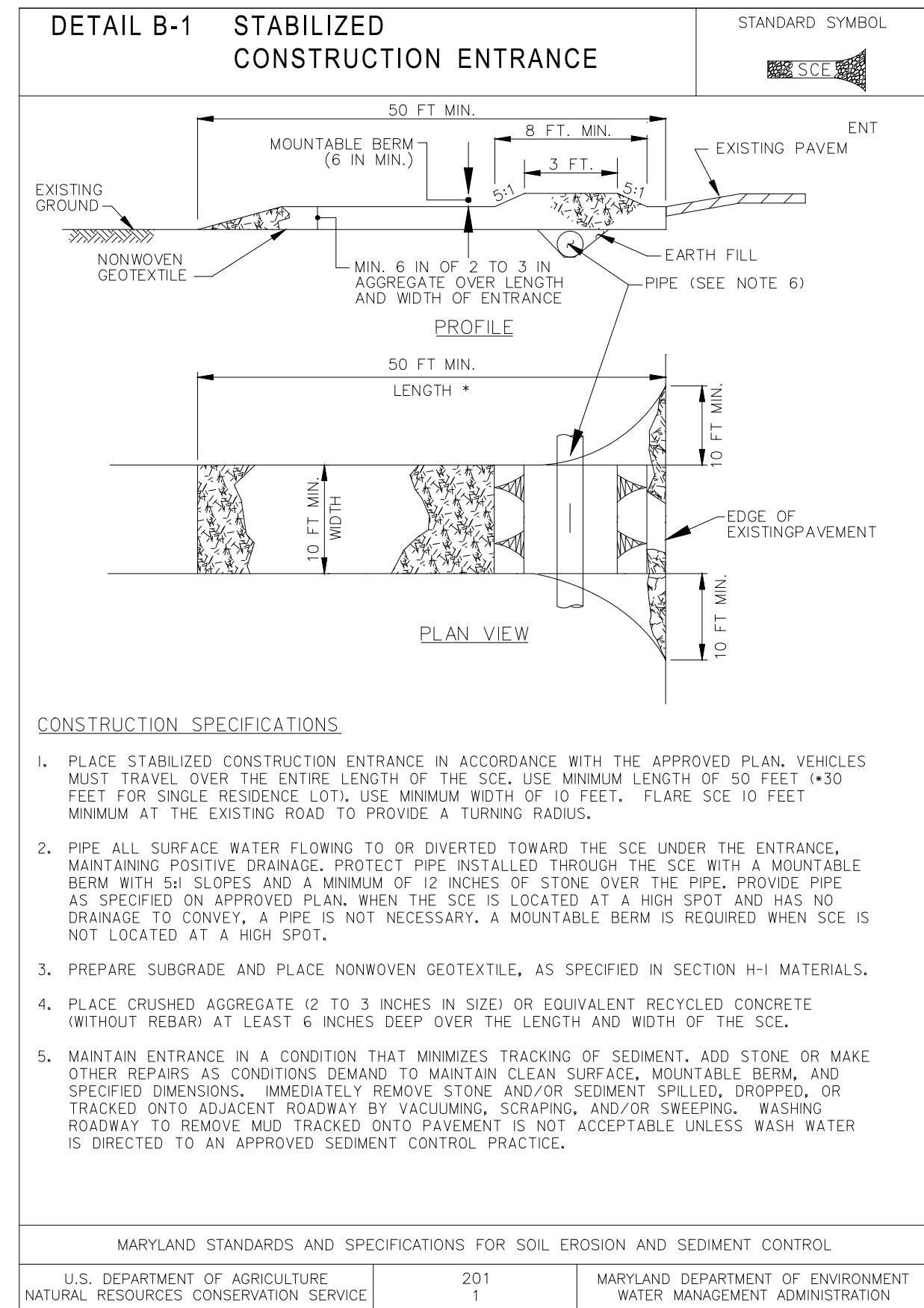
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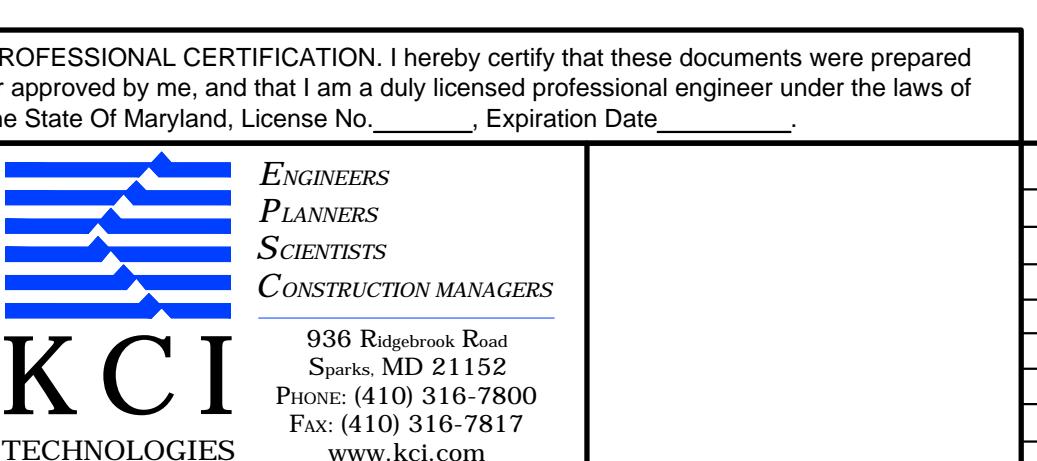
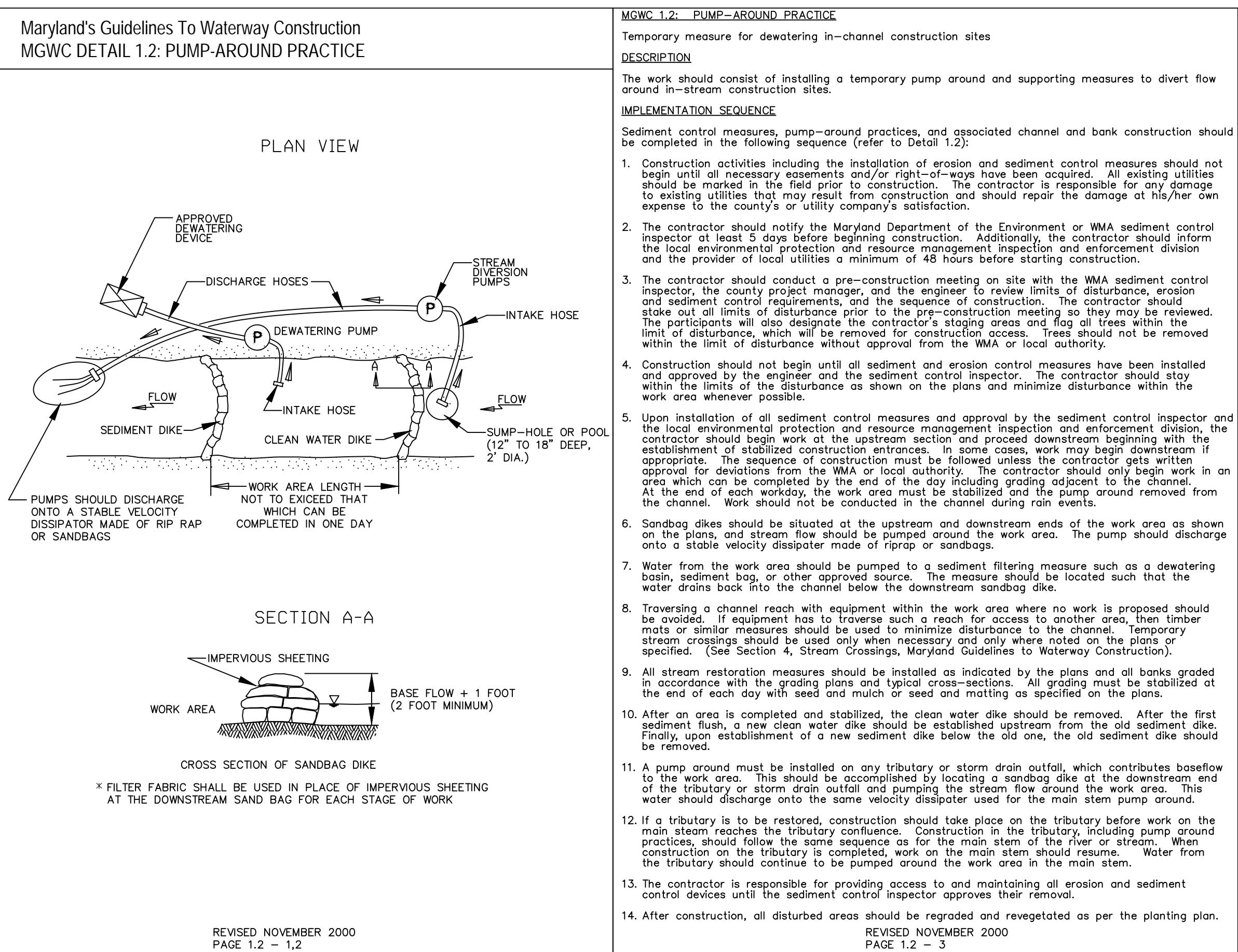
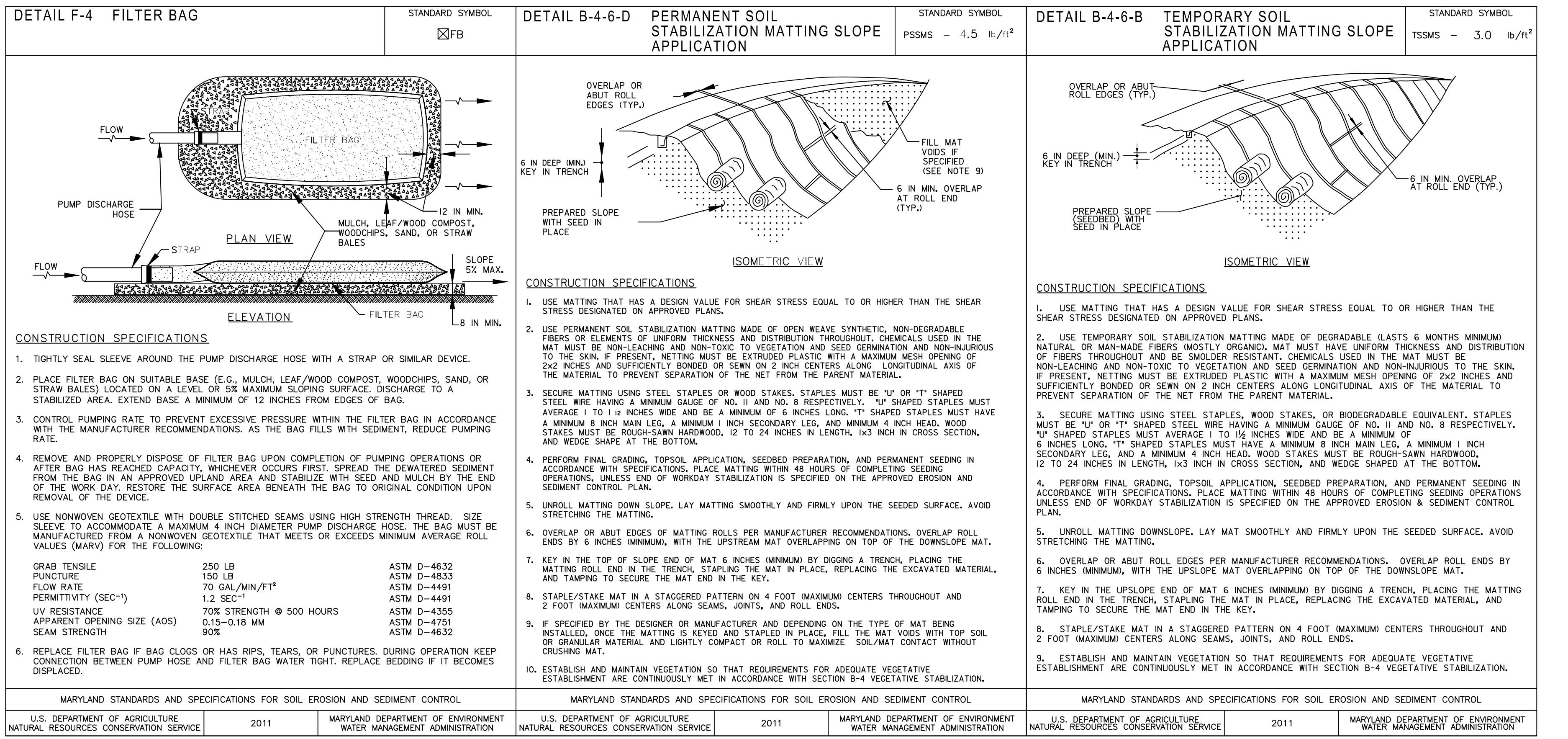
FREDERICK COUNTY, MARYLAND

ESN-01

SHEET 51 OF XX

<p><b>Standard Stabilization Note</b></p> <p>Following initial soil disturbance or re-disturbance, permanent or temporary stabilization must be completed within:</p> <ul style="list-style-type: none"> <li>a.) Three (3) calendar days as to the surface of all perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1); and</li> <li>b.) Seven (7) calendar days as to all other disturbed or graded areas on the project site not under active grading.</li> </ul>		<p><b>B-4-2 STANDARDS AND SPECIFICATIONS</b></p> <p><b>FOR</b></p> <p><b>SOIL PREPARATION, TOPSOILING, AND SOIL AMENDMENTS</b></p> <p><b>Definition</b></p> <p>The process of preparing the soils to sustain adequate vegetative stabilization.</p> <p><b>Purpose</b></p> <p>To provide a suitable soil medium for vegetative growth.</p> <p><b>Conditions Where Practice Applies</b></p> <p>Where vegetative stabilization is to be established.</p>		<p><b>B-4-3 STANDARDS AND SPECIFICATIONS</b></p> <p><b>FOR</b></p> <p><b>SEEDING AND MULCHING</b></p> <p><b>Definition</b></p> <p>The application of seed and mulch to establish vegetative cover.</p> <p><b>Purpose</b></p> <p>To protect disturbed soils from erosion during and at the end of construction.</p> <p><b>Conditions Where Practice Applies</b></p> <p>To the surface of all perimeter controls, slopes, and any disturbed area not under active grading.</p>		<p><b>B-4-4 STANDARDS AND SPECIFICATIONS</b></p> <p><b>FOR</b></p> <p><b>TEMPORARY STABILIZATION</b></p> <p><b>Definition</b></p> <p>To stabilize disturbed soils with vegetation for up to 6 months.</p> <p><b>Purpose</b></p> <p>To use fast growing vegetation that provides cover on disturbed soils.</p> <p><b>Conditions Where Practice Applies</b></p> <p>Exposed soils where ground cover is needed for a period of 6 months or less. For longer duration of time, permanent stabilization practices are required.</p>	
<p><b>B-4-1 STANDARDS AND SPECIFICATIONS</b></p> <p><b>FOR</b></p> <p><b>INCREMENTAL STABILIZATION</b></p> <p><b>Definition</b></p> <p>Establishment of vegetative cover on cut and fill slopes.</p> <p><b>Purpose</b></p> <p>To provide timely vegetative cover on cut and fill slopes as work progresses.</p> <p><b>Conditions Where Practice Applies</b></p> <p>Any cut or fill slope greater than 15 feet in height. This practice also applies to stockpiles.</p>		<p><b>Criteria</b></p> <p><b>A. Soil Preparation</b></p> <ol style="list-style-type: none"> <li>1. <b>Temporary Stabilization</b> <ol style="list-style-type: none"> <li>a. Seeded preparation consists of loosening soil to a depth of 3 to 5 inches by means of suitable agricultural or construction equipment, such as disc harrows or chisel plows or rippers mounted on construction equipment. After the soil is loosened, it must not be rolled or dragged smooth but left in the roughened condition. Slopes 3:1 or flatter are to be tracked with ridges running parallel to the contour of the slope.</li> <li>b. Apply fertilizer and lime as prescribed on the plans.</li> <li>c. Incorporate lime and fertilizer into the top 3 to 5 inches of soil by disk or other suitable means.</li> </ol> </li> <li>2. <b>Permanent Stabilization</b> <ol style="list-style-type: none"> <li>a. A soil test is required for any earth disturbance of 5 acres or more. The minimum soil conditions required for permanent vegetative establishment are:           <ol style="list-style-type: none"> <li>i. Soil pH between 6.0 and 7.0.</li> <li>ii. Soluble salts less than 500 parts per million (ppm).</li> <li>iii. Sod contains less than 40 percent clay but enough fine grained material (greater than 30 percent silt plus clay) to provide the capacity to hold a moderate amount of moisture. An exception: if topsoil will be planted, then a sandy soil (less than 30 percent silt plus clay) would be acceptable.</li> <li>iv. Soil contains 1.5 percent minimum organic matter by weight.</li> <li>v. Soil contains sufficient pore space to permit adequate root penetration.</li> </ol> </li> <li>b. Application of amendments or topsoil is required if on-site soils do not meet the above conditions.</li> <li>c. Graded areas must be maintained in a true and even grade as specified on the approved plan, then scarified or otherwise loosened to a depth of 3 to 5 inches.</li> <li>d. Apply soil amendments as specified on the approved plan or as indicated by the results of a soil test.</li> <li>e. Mix soil amendments into the top 3 to 5 inches of soil by disk or other suitable means. Rake lawn areas to smooth the surface, remove large objects like stones and branches, and ready the area for seed application. Loosen surface soil by dragging with a heavy chain or other equipment to roughen the surface where site conditions will permit normal seedbed preparation. Track slopes 3:1 or flatter with tracked equipment leaving the soil in an irregular condition with ridges running parallel to the contour of the slope. Leave the top 1 to 3 inches of soil loose and friable. Seeded loosening may be unnecessary on newly disturbed areas.</li> </ol> </li> </ol>		<p><b>Criteria</b></p> <p><b>A. Seeding</b></p> <ol style="list-style-type: none"> <li>1. <b>Specifications</b> <ol style="list-style-type: none"> <li>a. All seed must meet the requirements of the Maryland State Seed Law. All seed must be subject to seed testing by a recognized seed laboratory. All seed used must have been tested within the 6 months immediately preceding the date of sowing such material on any project. Refer to Table B-4 regarding the quality of seed. Seed tags must be available upon request to the inspector to verify type of seed and seed rate.</li> <li>b. Mulch alone may be applied between the fall and spring seeding dates only if the ground is frozen. The appropriate seeding mixture must be applied when the ground thaws.</li> <li>c. Inoculants: The inoculants for treating legume seed in the soil mixtures must be a pure culture of nitrogen fixing bacteria prepared specifically for the species. Inoculants must not be used later than the date indicated on the container. Add fresh inoculants as directed on the package. Use four times the recommended rate when hydroseeding. Note: It is very important to keep inoculant as cool as possible until used. Temperatures above 75 to 80 degrees Fahrenheit can weaken bacteria and make the inoculant less effective.</li> <li>d. Sod or seed must not be placed on soil which has been treated with soil sterilants or chemicals used for weed control until sufficient time has elapsed (14 days min.) to permit dissipation of phytotoxic materials.</li> </ol> </li> <li>2. <b>Application</b> <ol style="list-style-type: none"> <li>a. <b>Dry Seeding:</b> This includes use of conventional drop or broadcast spreaders.           <ol style="list-style-type: none"> <li>i. Incorporate seed into the subsoil at the rates prescribed on Temporary Seeding Table B-1, Permanent Seeding Table B-3, or site-specific seeding summaries.</li> <li>ii. Apply seed in two directions, perpendicular to each other. Apply half the seeding rate in each direction. Roll the seeded area with a weighted roller to provide good seed to soil contact.</li> <li>iii. Drill or Cultipacker Seeding: Mechanized seeders that apply and cover seed with soil.</li> <li>iv. Cultipacking seeders are required to bury the seed in such a fashion as to provide at least 1/4 inch of soil covering. Seeded must be firm after planting.</li> <li>v. Apply seed in two directions, perpendicular to each other. Apply half the seeding rate in each direction.</li> <li>vi. Hydroseeding: Apply seed uniformly with hydroseeder (slurry includes seed and fertilizer).           <ol style="list-style-type: none"> <li>a. If fertilizer is being applied at the time of seeding, the application rates should not exceed the following: nitrogen, 100 pounds per acre total of soluble nitrogen, P<sub>2</sub>O<sub>5</sub> (phosphorous), 200 pounds per acre, K<sub>2</sub>O (potassium), 200 pounds per acre.</li> <li>b. Lime: Use only ground agricultural limestone (up to 3 tons per acre may be applied by hydroseeding). Normally, not more than 2 tons are applied by hydroseeding at any one time. Do not use burnt or hydrated lime when hydroseeding.</li> <li>c. Mix seed and fertilizer on site and seed immediately and without interruption.</li> <li>d. When hydroseeding do not incorporate seed into the soil.</li> </ol> </li> </ol> </li> </ol> </li></ol>		<p><b>Criteria</b></p> <p><b>A. Seeding Rate</b></p> <p>1. Select one or more of the species or seed mixtures listed in Table B-1 for the appropriate Plant Hardiness Zone (from Figure B-3), and enter them in the Temporary Seeding Summary below along with application rates, seeding dates and seeding depths. If this summary is not on the plan and completed, then Table B-1 plus fertilizer and lime rates must be put on the plan.</p> <p>2. For sites having soil tests performed, use and show the recommended rates by the testing agency. Soil tests are not required for Temporary Seeding.</p> <p>3. When stabilization is required outside of a seeding season, apply seed and mulch or straw mulch alone as prescribed in Section B-4-3.A.1.b and maintain until the next seeding season.</p>	
<p><b>Criteria</b></p> <p><b>B. Topsoiling</b></p> <ol style="list-style-type: none"> <li>1. Topsoil is placed over prepared subsoil prior to establishment of permanent vegetation. The purpose is to provide a suitable soil medium for vegetative growth. Soils of concern have low moisture content, low nutrient levels, low pH, materials toxic to plants, and/or unacceptable soil gradation.</li> <li>2. Topsoil salvaged from an existing site may be provided if it meets the standards as set forth in these specifications. Typically, the depth of topsoil to be salvaged for a given soil type can be found in the representative soil profile section in the Soil Survey published by USDA-NRCS.</li> <li>3. Topsoiling is limited to areas having 2:1 or flatter slopes where:           <ol style="list-style-type: none"> <li>a. The texture of the exposed subsoil/parent material is not adequate to produce vegetative growth.</li> <li>b. The soil material is shallow and the rooting zone is not deep enough to support plants or furnish continuing supplies of moisture and plant nutrients.</li> <li>c. The original soil to be vegetated contains toxic material to plant growth.</li> <li>d. The soil is so acidic that treatment with limestone is not feasible.</li> </ol> </li> <li>4. Areas having slopes steeper than 2:1 require special consideration and design.</li> <li>5. <b>Topsoil Specifications:</b> Soil to be used as topsoil must meet the following criteria:           <ol style="list-style-type: none"> <li>a. Topsoil must be a loamy, sandy loam, clay loam, silt loam, sandy clay loam, or loamy sand. Other soils may be used if recommended by an agronomist or soil scientist and approved by the appropriate approval authority. Topsoil must not be a mixture of containing textured subsoils and must contain less than 5 percent by volume of cinders, stones, slag, coarse fragments, gravel, sticks, roots, trash, or other materials larger than 1 1/2 inches in diameter.</li> <li>b. Topsoil must be free of noxious plants or plant parts such as Bermuda grass, quack grass, Johnson grass, nut sedge, poison ivy, thistle, or others as specified.</li> <li>c. Topsoil substitutes or amendments, as recommended by a qualified agronomist or soil scientist and approved by the appropriate approval authority, may be used in lieu of natural topsoil.</li> </ol> </li> <li>6. <b>Topsoil Application:</b> <ol style="list-style-type: none"> <li>a. Erosion and sediment control practices must be maintained when applying topsoil.</li> <li>b. Uniformly distribute topsoil in a 5 to 8 inch layer and lightly compact to a minimum thickness of 4 inches. Spreading is to be performed in such a manner that the soil or seedling can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from topsoiling or other operations must be corrected in order to prevent the formation of depressions or water pockets.</li> <li>c. Topsoil must not be placed if the topsoil or subsoil is in a frozen or muddy condition, when the subsoil is excessively wet or in a condition that may otherwise be detrimental to proper grading and seeded preparation.</li> </ol> </li> </ol>		<p><b>Criteria</b></p> <p><b>B. Mulching</b></p> <ol style="list-style-type: none"> <li>1. <b>Mulch Materials (in order of preference)</b> <ol style="list-style-type: none"> <li>a. Straw consisting of thoroughly threshed wheat, rye, oat, or barley and reasonably bright in color. Straw is to be free of noxious weeds as specified in the Maryland State Law and not moldy, moldy, caked, decayed, or excessively dusty. <b>Note: Use only sterile straw mulch in areas where one species of grass is desired.</b></li> <li>b. Wood Cellulose Fiber Mulch (WCFM) consisting of specially prepared wood cellulose processed into a uniform fibrous physical state.           <ol style="list-style-type: none"> <li>i. WCFM is to be dyed green or contain a green dye in the package that will provide an appropriate color to facilitate visual inspection of the uniformly spread straw.</li> <li>ii. WCFM, including dye, must contain no germination or growth inhibiting factors.</li> <li>iii. WCFM materials are to be manufactured and processed in such a manner that the wood cellulose fiber mulch will remain in uniform suspension in water under agitation and will blend with seed, fertilizer and other additives to form a homogeneous slurry. The mulch material must form a blotter-like ground cover, on application, having moisture absorption and percolation properties and must cover and hold grass seed in contact with the soil without inhibiting the growth of the grass seedlings.</li> <li>iv. WCFM material must not contain elements or compounds at concentration levels that will be phytotoxic.</li> <li>v. WCFM must conform to the following physical requirements: fiber length of approximately 10 millimeters, diameter approximately 1 millimeter, pH range of 4.0 to 8.5, ash content of 1.6 percent maximum and water holding capacity of 90 percent minimum.</li> </ol> </li> <li>c. WCFM must conform to the following physical requirements: fiber length of approximately 10 millimeters, diameter approximately 1 millimeter, pH range of 4.0 to 8.5, ash content of 1.6 percent maximum and water holding capacity of 90 percent minimum.</li> </ol> </li> <li>2. <b>Application</b> <ol style="list-style-type: none"> <li>a. Apply mulch to all seeded areas immediately after seeding.</li> <li>b. When straw mulch is used, spread it over all seeded areas at the rate of 2 tons per acre to a uniform loose depth of 1 to 2 inches. Apply mulch to achieve a uniform distribution and depth so that the soil surface is not exposed. When using a mulch anchoring tool, increase the application rate to 2 tons per acre.</li> <li>c. WCFM cellulose fiber must be applied at a net dry weight of 1,500 pounds per acre. Mix the wood cellulose fiber with water to attain a mixture with a maximum of 50 pounds of wood cellulose fiber per 100 gallons of water.</li> </ol> </li> <li>3. <b>Soil Amendments (Fertilizer and Lime Specifications)</b> <ol style="list-style-type: none"> <li>1. Soil tests must be performed to determine the exact rates and application rates for both lime and fertilizer on sites having disturbed areas of 5 acres or more. Soil analysis may be performed by a recognized private or commercial laboratory. 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DESIGN & DRAWINGS BASED ON MARYLAND COORDINATE SYSTEM: NAD 83/91 & VERTICAL: NAVD 88				DISTRICT MANAGER OR DESIGNEE DATE: _____		A/P #: XXXXX DUE DATE: _____	
REVISIONS				DATE MAY 2025		DRAWING NO. ESD-02	
O.	DATE	DESCRIPTION	BY	SCALE AS SHOWN		SHEET 54 OF XX KCI JOB NUMBER 882109010	
60% SUBMITTAL NOT FOR CONSTRUCTION				DESIGNED BY GM, JT, AW, PC		BEAVER DAM CREEK STREAM & WETLAND MITIGATION BANK	
				DRAWN BY GM, AW, PC, CD		FREDERICK COUNTY, MARYLAND	

**ATTACHMENT B**  
**Plat with Water Resource  
Easement Overlay**

## DESCRIPTION

### 2.583 ACRE CONSERVATION EASEMENT ALONG BEAVER DAM CREEK NORTH OF COPPERMINE ROAD, SOUTHWEST OF MOLASSES ROAD 17<sup>TH</sup> ELECTION DISTRICT FREDERICK COUNTY, MARYLAND

Beginning for the same at a point on the twelfth or North 77 degrees East 26 Perch line of the land which by deed dated July 30, 2020 and recorded among the Land Records of Frederick County, Maryland in Liber SKD 14011 at Folio 62, was granted and conveyed by Truman Franklin Grabill, surviving tenant by the entireties, Robert S. Wiseman and Lynnette Wiseman to Truman Franklin Grabill, surviving tenant by the entireties, Robert S. Wiseman and Christina Wiseman, said point being North 73 degrees 03 minutes 00 seconds East 119.86 feet as now surveyed from a stone found at the beginning of said line, thence leaving said point of beginning and running and binding on the remainder of said twelfth line and on a portion of the 13<sup>th</sup> line of the herein mentioned deed, referring all courses of this description to the Grid Meridian established in the Maryland Coordinate System – NAD83 (1991), the two following courses and distances:

- (1) North 73 degrees 03 minutes 00 seconds East 304.08 feet to the end of said twelfth line; thence running and binding on the thirteenth or South 14 and 1/4 degrees West 105 Perch line
- (2) South 10 degrees 18 minutes 00 seconds West 784.71 feet to a point; thence leaving said thirteenth line and running through and across the land described in the aforementioned deed the two following courses and distances
- (3) North 14 degrees 06 minutes 09 seconds West 627.51 feet to a point; thence,
- (4) North 01 degrees 47 minutes 17 seconds East 74.85 feet to the point of beginning; containing 112,497 square feet or 2.583 acres of land more or less, as surveyed by KCI Technologies, Inc. in July 2025.

Being part of the land which by deed dated July 30, 2020 and recorded among the Land Records of Frederick County, Maryland in Liber SKD 14011 at Folio 62, was granted and conveyed by Truman Franklin Grabill, surviving tenant by the entireties, Robert S. Wiseman and Lynnette Wiseman to Truman Franklin Grabill, surviving tenant by the entireties, Robert S. Wiseman and Christina Wiseman.

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Property Line Surveyor under the laws of the State of Maryland, License No. 239, Expiration date 7/06/2026.





STATE OF MARYLAND  
COUNTY OF FREDERICK

**CONSERVATION EASEMENT**  
**(Beaver Dam Creek Mitigation Bank)**

THIS CONSERVATION EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Truman Franklin Grabill, Robert S. Wiseman and Christina Wiseman (the "Grantor"), in favor of **[FULL LEGAL NAME OF HOLDER OF THE CONSERVATION EASEMENT]** (the "Holder") and KCI Technologies, Inc. (the "Bank Sponsor") (collectively, the "Parties"), with the U.S. Army Corps of Engineers (the "Corps," to include any successor agency) and the Maryland Department of the Environment ("MDE," to include any successor agency) as Third-Party Beneficiaries (collectively the "Third Parties").

**RECITALS**

WHEREAS, Grantors are the fee simple owners of certain real property ("Property" which shall include wetlands, streams, any interest in submerged lands, uplands, associated riparian/littoral rights, and other aquatic resources) located in Frederick County, Maryland, containing approximately 132.97 acres and more particularly described in Exhibit A (i.e., metes and bounds of the Property), attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor, Holder, and Sponsor recognize the conservation, scenic, natural, or aesthetic value of the property in its natural state, which includes the following natural communities: **perennial streams, ephemeral channel, and riparian buffers**. The purpose of this Conservation Easement is to maintain **streams and riparian resources** and other natural values of approximately [\_\_\_\_] acres, more or less, and being more particularly described in Exhibit B (i.e., a metes and bounds and a scaled plat of the area subject to the Conservation Easement), attached hereto and made a part hereof (the "Conservation Area")**[INCLUDE BOTH A METES AND BOUNDS AND A SCALED PLAT OF THE CONSERVATION AREA IN EXHIBIT B]**, and prevent the use or development of the Conservation Area for any purpose or in any manner that would conflict with the maintenance of its natural condition.

WHEREAS, this Conservation Easement is granted as a condition of the approval of the Mitigation Banking Instrument ("MBI") and Mitigation Plan for the Beaver Dam Creek Mitigation Bank, dated [\_\_\_\_], 20\_\_\_\_ and incorporated by reference in this document, by and between KCI Technologies, Inc. ("Bank Sponsor") and the Interagency Review Team (the "IRT"), which consists of the Corps, MDE, the U.S. Environmental Protection Agency

("EPA"), the U.S. Fish and Wildlife Service ("USFWS"), the National Oceanic and Atmospheric Administration ("NOAA"); the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays ("CAC"); the Maryland Historic Trust ("MHT"); and the Maryland Department of Natural Resources ("DNR");

WHEREAS, pursuant to the MBI, the Bank Sponsor proposes to create, maintain, and preserve a high-quality, self-sustaining natural aquatic system and buffer located on the Conservation Area described in Exhibit B attached hereto, which contains or will contain land, aquatic resources, functions, values, and services for use as a mitigation bank to compensate for unavoidable stream and wetland impacts authorized by the Third Parties. The mitigation bank is known as the Beaver Dam Creek Mitigation Bank, Department of the Army (DA) Action ID Number NAB-20XX-XXXXX, **[INSERT ACTION ID NUMBER FOR THE MBI]** and MDE Number XX-NT-XXXX/20XX-XXXXX; and

WHEREAS, under Federal and State law, the Corps has issued Permit No. NAB-2022-60111-M47, and MDE has issued Permit No. 22-NT-3268 (collectively, the "Permits"), for impacts to waters of the United States and/or the State of Maryland expected to result from the establishment, restoration, enhancement, and preservation of the self-sustaining natural aquatic system located on the Conservation Area; and

WHEREAS, the MBI requires that this Conservation Easement be executed and recorded in order that the Conservation Area shall remain substantially in its natural or improved condition forever; and

WHEREAS, the Bank Sponsor desires to comply with the conditions of the MBI by imposing this Conservation Easement on a Conservation Area within the Property; and

WHEREAS, in recognition of the continuing benefit to the Property, and for the protection of aquatic resources and scenic, resource, environmental, and general property values, the Grantor and Holder have agreed to place this Conservation Easement on the Property, in order that the Conservation Area shall be retained and maintained in perpetuity predominately in accordance with the vegetative and hydrological conditions described in the compensatory mitigation performance standards of the MBI;

WHEREAS, the MBI and associated approved Long-Term Management Plan ("Long-Term Management Plan"), incorporated herein by reference, names the **[SPONSOR/FILL IN NAME OF NONPROFIT OR GOVERNMENT ENTITY]** as the Long-Term Steward of the Mitigation Site. Any subsequent transfer of responsibilities to a different Long-Term Steward shall be approved in writing by the Corps and MDE and shall be incorporated into the Long-Term management Plan following the appropriate instrument amendment procedures described in 33 C.F.R. 332.8(g). The Grantor and Holder hereby agree to provide the Long-Term Steward, or subsequent approved Long-

Term Steward, access to the site, as described in Exhibit B, to conduct the activities entrusted to the Long-Term Steward in the Long-Term Management Plan and as described in paragraphs 6 and 7.

NOW THEREFORE, for good and valuable consideration and in consideration of the mutually held interests in enhancement and preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and the State of Maryland, Grantor does agree to the following terms and conditions, which shall run with the land and be binding in perpetuity and forever on all heirs, successors, assigns (they are included in the terms, "Grantor," below), lessees, or other occupiers and users.

1. **Purpose.** The purpose of this Conservation Easement is to preserve, protect, and enhance the native flora, fauna, soils, water table, aquifers, springs, drainage patterns, wetland resources, and other related environmental functions and values of the Conservation Area in perpetuity and to prevent any use of the Property that will impair or interfere with the aquatic resource values of the Property;
2. **Covenants and Restrictions.** Neither the Grantors, nor any subsequent owner or owners of the Conservation Area or any portion thereof, shall undertake or cause to be undertaken within or upon the Conservation Area within the Property, as described in the Recitals, any of the following:
  - a. Removal, excavation, or dredging of soil, sand, gravel, minerals, organic matter, or materials of any kind;
  - b. Changing existing drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics;
  - c. Disturbance of the water level or water table by drainage, impoundment, or other means;
  - d. Dumping, discharging of material, or filling with material, including the driving of piles and placing of obstructions;
  - e. Grading or removal of material that would alter existing topography;
  - f. Destruction or removal of plant life that would alter the character of the aquatic resources, or introduction of exotic species;
  - g. Agricultural or forestry activities, such as aquaculture, plowing, tillage, cropping, seeding, cultivating, and grazing and raising of livestock, sod production, harvesting for production of food and fiber products. Forestry activities mean planting, cultivating, thinning, harvesting, or any other activity undertaken to use forest resources or to improve their quality or productivity;

- h. Use of off-road vehicles and motor vehicles;
- i. Destruction or alteration of the Conservation Area EXCEPT:
  - (i) Alteration necessary to construct the mitigation areas and associated improvements proposed to be built by the Bank Sponsor, or its successors, and/or assigns, as approved in the mitigation plan included in the approved MBI and the Permits;
  - (ii) Alteration necessary to ensure the success of the mitigation areas including monitoring, reconstruction, maintenance, or repair of the constructed mitigation areas, as approved by the Corps and MDE;
  - (iii) Removal of vegetation when approved by the Corps and MDE and conducted for removal of noxious or invasive plants;

**[ALL EXCEPTIONS (INCLUDING THOSE AFFECTING BUFFER AREAS)  
MUST BE SPECIFICALLY SPELLED OUT IN THE PERMITS OR APPROVED  
MITIGATION PLAN; ALSO, ADDITIONAL, SPECIFIC, EXCEPTIONS MAY BE  
LISTED IN THIS PARAGRAPH, E.G., FIRE OR WILDLIFE MANAGEMENT  
PLANS, BOARDWALKS, ETC].**

- j. Utilizing a non-reporting Nationwide Permit, Regional Permit, or State Programmatic General Permit under Section 404 of the Clean Water Act or state general permits under MDE regulations to impact any aquatic feature on the Property. Notification shall be required to the Corps and MDE for the use of any Nationwide Permit, State Programmatic General Permit, or Regional Permit.

**3. Duration and Amendment.** The covenants and restrictions listed herein are created pursuant to the Annotated Code of Maryland, Real Property Article § 2-118 and shall run with and bind the Property, and be binding on the Grantors, its/their personal representatives, heirs, successors and assigns, unless and until terminated or modified by the Third Parties, or other Federal, State, or County agencies which have the legal authority to enforce these covenants and restrictions by regulations, permit, or agreement. The failure of the Third Parties, or other such agencies to enforce the provisions of this Conservation Easement shall not be deemed a waiver of any rights created hereunder. After recording, this Conservation Easement may only be amended by a recorded document signed by the Third Parties and Grantors. The recorded document, as amended, shall be consistent with the Baltimore District and MDE model conservation easements at the time of amendment. Amendment shall be allowed at the discretion of the Third Parties, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Third Parties' mitigation policies at the time of amendment. There shall be no obligation to allow an amendment. The Third Parties shall be provided with a

60-day advance written notice of any legal action concerning this Conservation Easement or of any action to extinguish, void, or modify this Conservation Easement in whole or in part. This Conservation Easement is intended to survive foreclosure, bankruptcy, condemnation, or judgments affecting the Property. Should the Property be transferred, sold, or conveyed, be subject to foreclosure or bankruptcy, or transferred by any other means whatsoever, the Grantor or Bank Sponsor shall immediately notify the Corps in writing. This Conservation Easement shall not be invalid solely because aquatic resources within the Conservation Area are determined not to be waters of the United States or waters of the State.

**4. Notice to Government.** Any permit application, or request for certification or modification, which may affect the Conservation Area, made to any governmental entity with authority over wetlands or other waters of the United States and/or waters of the State, shall expressly reference and include a copy (with the recording stamp) of this Conservation Easement.

**5. Reserved Rights.** It is expressly understood and agreed that this easement does not grant or convey to members of the general public any rights of ownership, entry, or use of the Conservation Area. This easement is created solely for the protection of the Property, and for the consideration and values set forth above, and Grantors reserve the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with this Conservation Easement.

**6. Construction, Monitoring and Maintenance.** The Holder, Bank Sponsor, Long-Term Steward (as defined in the MBI), and their authorized agents shall have the right to enter and go upon the lands of Grantors to construct, monitor and manage the Conservation Area to ensure compliance with the Mitigation Site Plan ("Mitigation Site Plan") and Long-Term Management Plan approved in the MBI. This may include, but is not limited to, completing annual monitoring, controlling invasive species, planting native vegetation, repairing signs/fences, and repairing erosion.

**7. Compliance Inspections.** The Holder, Bank Sponsor, Long-Term Steward, Corps, MDE, IRT, and its/their authorized agents shall have the right to enter and go upon the lands of Grantors, to inspect the Conservation Area and take actions necessary to verify compliance with the Permits, Mitigation Site Plan, the Long-Term Management Plan, and this Conservation Easement.

**8. Enforcement.** The Grantors grant to the Holder, Bank Sponsor, Corps, the U.S. Department of Justice, and MDE, a discretionary right to enforce this Conservation Easement in a judicial action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. In any

enforcement action, an enforcing entity shall be entitled to a complete restoration for any violation, as well as any other judicial remedy, such as civil penalties. Nothing herein shall limit the right of the Corps and MDE to modify, suspend, or revoke the Permits.

**9. Property Transfers.** Grantors shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property and/or Conservation Area (failure to comply with this paragraph does not impair the validity or enforceability of this Conservation Easement):

**NOTICE: This property Subject to Conservation Easement Recorded at  
[INSERT BOOK AND PAGE REFERENCES, COUNTY(IES), AND DATE OF  
RECORDING].**

Grantors agree to give written notice to the Corps and MDE of the intent to transfer, sell, or convey any interest of the Property, or to amend this Conservation Easement by any other means whatsoever, at least sixty (60) days prior to the date of transfer.

**10. Marking of Property.** The perimeter of the Conservation Area shall at all times be plainly marked by permanent signs saying, “Protected Natural Area,” or by an equivalent, permanent marking system.

**11. a. Consent of Lender and Trustee.** Truman Franklin Grabill, Robert S. Wiseman and Lynnette Wiseman are the borrowers of a loan secured by a deed of trust dated August 24, 2019 from the borrowers to Elizabeth S. Graham and Linda S. Warehime as trustees and either of whom may act, recorded in the Clerk’s office in Deed Book 13184 at page 286, for the benefit of Woodsboro Bank (The “Deed of Trust.”). Elizabeth S. Graham and Linda S. Warehime , as trustees, join herein for the sole purpose of subordinating the lien, dignity, and priority of the Deed of Trust to this Conservation Easement. Woodsboro Bank joins herein for the sole purpose of consenting to the trustee’s actions.

**b. Consent of MALPF.** Truman F. Grabill and Sharon B. Grabill entered into that certain (i) District Agreement dated April 11, 1990, recorded in the Clerk’s office in Deed Book 1640 at page 613, (“MALPF District Agreement”) for the benefit of State of Maryland, acting by and through the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation (“MALPF”), and (ii) Deed of Easement dated July 11, 2002, recorded in the Clerk’s office in Deed Book 3193 at page 530, for the benefit of MALPF (together with the MALPF District Agreement, the “MALPF Documents”). All future installment withdrawals from the Beaver Dam Creek Mitigation Bank from credits generated Conservation Area must (iii) offset development in a priority funding area, unless the mitigation credits are to be used by an entity with condemning authority, or, (iv) with prior MALPF approval, if the mitigation credits are to be used to

support a farm or other agricultural operation(s), or other uses on a case by case basis, outside a priority funding area.

**12. Recording.** Within thirty (30) calendar days of execution of this Conservation Easement, the Grantors and Holder agree to record this Conservation Easement in the Land Records of the County and provide the Third Parties with proof of recordation within thirty (30) calendar days of recordation. A plat depicting the boundaries of the Conservation Area subject to this Conservation Easement shall be recorded in the deed records office for each county in which the Property is situated prior to or concurrent with the recording of this Conservation Easement. The plat(s) is/are recorded at **[INCLUDE BOOK AND PAGE REFERENCES, COUNTY(IES), AND DATE].**

**13. Separability Provision.** Should any separable part of this Conservation Easement be held contrary to law, the remainder shall continue in full force and effect.

**14. Inaccurate or Fraudulent Information.** Should an easement, right or lease on or to the Property not shown on the survey or listed in this Conservation Easement and prior in time and recording to this Conservation Easement, or unrecorded, be exercised in such a manner that it conflicts with or voids the prohibited uses of the Property set out in this Conservation Easement, then the Grantor(s) shall be responsible for providing alternative compensatory mitigation in such amounts and of such service and function as the Corps and MDE or any enforcer of this Conservation Easement shall determine in accordance with the Clean Water Act and/or the Maryland Nontidal Wetlands Act.

**15. Eminent Domain.** NOTICE TO PARTIES WITH EMINENT DOMAIN AUTHORITY: If the Property is taken in whole or in part through eminent domain, the consequential value of the Conservation Area protected by the Clean Water Act and/or the Maryland Nontidal Wetlands Act is the cost of replacement of the conservation functions, services, and values with other property in the same watershed. Exercise of eminent domain by any party ("Condemning Party") to take land held as part of a mitigation bank site under this Easement may remove restrictions that the Grantor, Holder, the Corps or MDE intend will protect, in perpetuity, the Conservation Area, and preserve the land serving as compensation of other permitted impacts. Where the Condemning Party: (1) intends to take action(s) that will have impacts on the Conservation Area associated with debited mitigation credits, and (2) is required to obtain a Corps or MDE permit for such impacts, the Corps and MDE have discretion to increase the Condemning Party's wetland and/or stream compensation requirements, as part of the permitting process, in order to account for the loss of functions and values associated with the credits already debited and/or released from the mitigation bank site.

**16. Merger.** The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If the doctrine of merger applies to extinguish the Conservation Easement then,

unless Grantor, Holder, the Corps, and MDE otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in the conservation easement shall be recorded against the Conservation Area. The Grantor may suggest a new conservation easement holder and upon approval by the Corps and MDE, grant a conservation easement protecting the Conservation Area.

**(Remainder of page intentionally left blank.)**

**IN WITNESS WHEREOF**, the Grantors, Holder, Trustee, Bank and MALPF have duly executed this Conservation Easement the date written above.

**IN THE PRESENCE OF:**

Grantors

---

Name: \_\_\_\_\_

Truman Franklin Grabill

---

Name: \_\_\_\_\_

Robert S. Wiseman

---

Name: \_\_\_\_\_

Christina Wiseman

**STATE OF MARYLAND**  
**COUNTY OF** \_\_\_\_\_

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that *he/she* saw the within named Truman Franklin Grabill sign, seal and as *his* act and deed, deliver the within named Conservation Easement; and that *he* with the other witness named above witnessed the execution thereof.

---

Name: \_\_\_\_\_

**SWORN to and subscribed before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC FOR**  
**My Commission Expires:**

**STATE OF MARYLAND**  
**COUNTY OF \_\_\_\_\_**

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that *he/she* saw the within named Robert S. Wiseman sign, seal and as *his* act and deed, deliver the within named Conservation Easement; and that *he* with the other witness named above witnessed the execution thereof.

---

Name: \_\_\_\_\_

**SWORN to and subscribed before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC FOR**  
**My Commission Expires:**

**STATE OF MARYLAND**  
**COUNTY OF \_\_\_\_\_**

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that *he/she* saw the within named Christina Wiseman sign, seal and as *her* act and deed, deliver the within named Conservation Easement; and that *she* with the other witness named above witnessed the execution thereof.

---

Name: \_\_\_\_\_

**SWORN to and subscribed before me**  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC FOR**  
**My Commission Expires:**

IN THE PRESENCE OF:

---

Name: \_\_\_\_\_

Holder

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that he/she saw the within named \_\_\_\_\_ [, by \_\_\_\_\_, its \_\_\_\_\_,] sign, seal and as his/her/its act and deed, deliver the within named Conservation Easement; and that he/she with the other witness named above witnessed the execution thereof.

---

[type name of Notary Public under signature line]

**SWORN to and subscribed before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC FOR**

**My Commission Expires:**

**IN THE PRESENCE OF:**

---

Name: \_\_\_\_\_

---

Name: \_\_\_\_\_

**Trustee**

By: \_\_\_\_\_

Elizabeth S. Graham

By: \_\_\_\_\_

Linda S. Warehime

**STATE OF MARYLAND**  
**COUNTY OF \_\_\_\_\_**

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that he/she saw the within named Elizabeth S. Graham sign, seal and as her act and deed, deliver the within named Conservation Easement; and that she with the other witness named above witnessed the execution thereof.

---

*Type or print name of Notary Public under signature line*

**SWORN to and subscribed before**  
**me This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**NOTARY PUBLIC FOR**  
**My Commission Expires:**

**STATE OF MARYLAND**  
**COUNTY OF \_\_\_\_\_**  
\_\_\_\_\_

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that he/she saw the within named Linda S. Warehime sign, seal and as her act and deed, deliver the within named Conservation Easement; and that she with the other witness named above witnessed the execution thereof.

---

*Type or print name of Notary Public under signature line*

**SWORN to and subscribed before me This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**NOTARY PUBLIC FOR**  
**My Commission Expires:**

**IN THE PRESENCE OF:**

**Bank**

Woodsboro Bank

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF MARYLAND**

**COUNTY OF \_\_\_\_\_**

**PERSONALLY** appeared before me \_\_\_\_\_, the undersigned witness, and made oath that he/she saw the within named Woodsboro Bank, *by* \_\_\_\_\_, *its* \_\_\_\_\_, sign, seal and as his/her/its act and deed, deliver the within named Conservation Easement; and that he/she with the other witness named above witnessed the execution thereof.

*Type or print name of Notary Public under signature line*

**SWORN to and subscribed before  
me This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**NOTARY PUBLIC FOR  
My Commission Expires:**



I hereby certify this conservation easement was prepared by or under the supervision of Amber Mohr, an attorney admitted to practice by the Court of Appeals of Maryland.

---

**Exhibit A**  
**Legal Description of the Property**

All those pieces or parcels of land situate on the north side of the Coppermine Road, in Johnsville Election District, Frederick County, State of Maryland, being parts of tracts of land called "Ivy Church" and "The Resurvey on Crowell's Good Will and that parcel which was conveyed to John Wolfe by David E. Miller, et ux., by Deed dated June 19, 1867, and recorded in Liber CM. No. 1. Folio 258, one of the Land Records of Frederick County, Maryland, and more particularly described as follows:

PARCEL NO. 1: Beginning for the outlines to include the several parts of tracts of land at a limestone planted on the state and honey-comb stone formerly buried for the beginning of the deed from John Kinser, Trustee, to John Wolfe for 112 acres and 26 perches of land dated October 16, 1864, and recorded in Liber J.W.L.C. No. 2, folio 164, one of the Land Records of the County aforesaid, and bounding on the lines of said deed three courses, allowing variation and correction to correspond with stones formerly planted and agreed to, to wit: South 30° East 29 1/2 perches to a stone South 31° West 32.3 perches to a stone South 63 1/4° West 76 perches to a stone, the end of the 1st line of a deed from David E. Miller, et ux, to the said John Wolfe, then reversing said line and bounding thereon, allowing 4° East variation, South 17 1/2° West 59.6 perches to a stone heretofore planted in or near the middle of the Coppermine Road, thence reversing the given line in the aforesaid deed, and bounding thereon, North 72 5/8° West 81.9 perches to the end of the 3rd line of the aforesaid deed, then reversing the 3rd line thereof, and bounding thereon, allowing 4 1/4° East variation, North 47° East 75 1/2 perches to a stone at the end of the 4th line of the said deed from John Kinser, Trustee, to John Wolfe, and bounding on the lines thereof, correcting the courses and distances to correspond with stones formerly planted and settled upon, North 6 1/2° West 60 perches to a stone, North 8 1/4° West 29 perches to a stone, North 22° East 62.8 perches to a stone, South 77° East 95 1/2 perches to a stone, North 12° East 40 perches to a stone, North 77° East 26 perches to a stone, South 14 1/4° West 105 perches to the place of beginning, containing 136 acres, 2 roods and 34 square perches of land, more or less.

EXPRESSLY EXCEPTING AND RESERVING THEREOUT AND THEREFROM all that piece or parcel of land situate as aforesaid, described as Parcel "A" on the Revised Addition Plat entitled "Pleasants Addition to Dodson" and "Dodson Addition to Pleasants" prepared by Snider, Blanchard, Laughland and Tacik, Inc., Surveyors, Engineers and Land Planning Consultants, dated April, 1981, and recorded in Plat Book 24, folio 28, one of the Plat Records of the County aforesaid; containing 1.7384 acres, more or less.

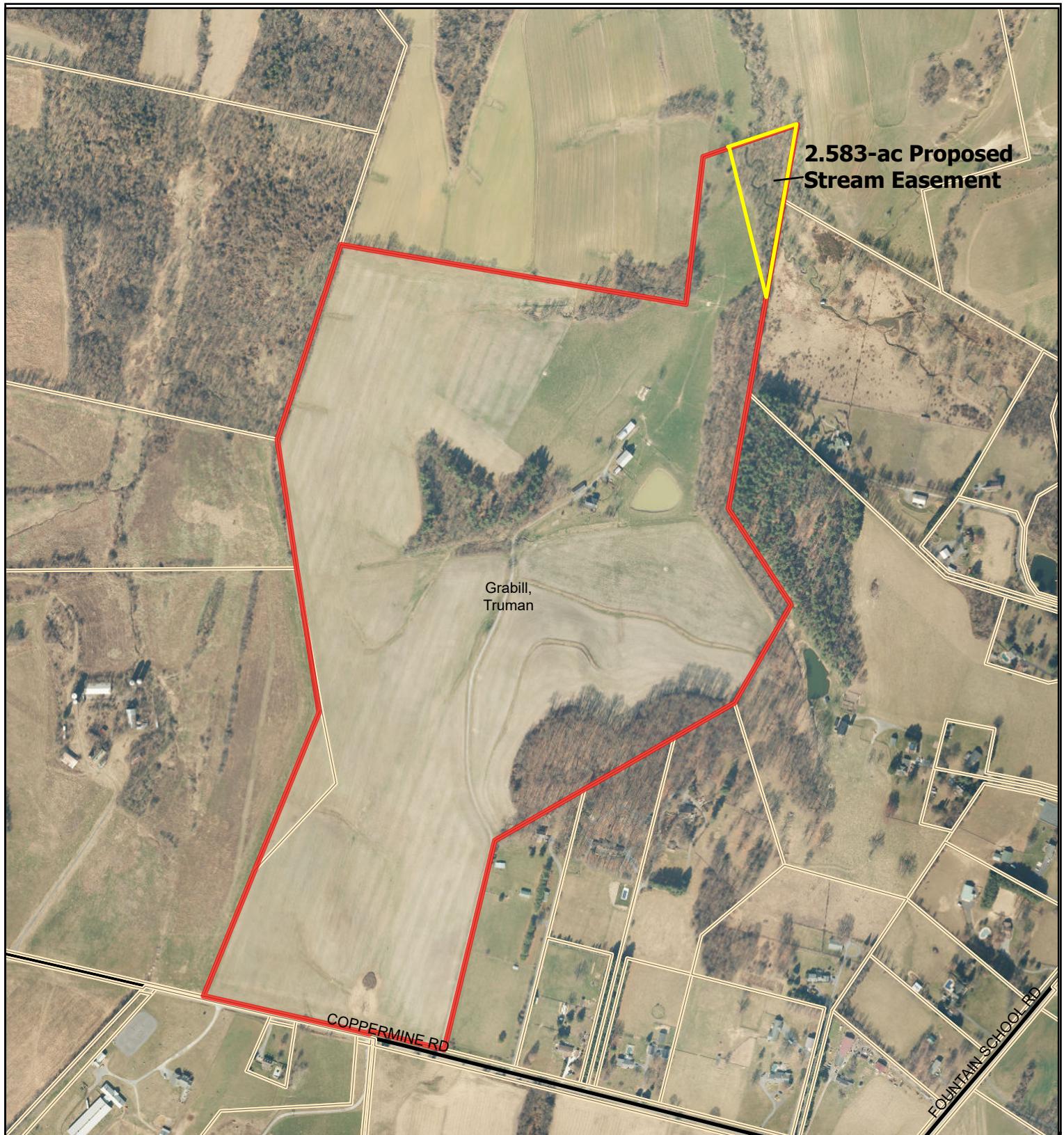
LEAVING 132.9716 acres, more or less, the subject of this conveyance.

PARCEL NO. 2: All that piece or parcel of land situate as aforesaid, described as Parcel "B" on the Revised Addition Plat entitled "Pleasants Addition to Dodson" and Dodson Addition to Pleasants" prepared by Snider, Blanchard, Laughland and Tacik, Inc., Surveyors, Engineers and Land Planning Consultants, dated April, 1981, and recorded in

Plat Book No. 24, folio 28, one of the Plat Records of the County aforesaid; containing 1.7384 acres, more or less.

**Exhibit B**  
**Legal Description and Depiction of the Conservation Area**

(a metes and bounds and a scaled plat of the area subject to the Conservation  
Easement, the "Conservation Area")



## Grabill Proposed Stream Easement Overlay (MALPF #10-90-03E)



**Frederick County, Maryland**

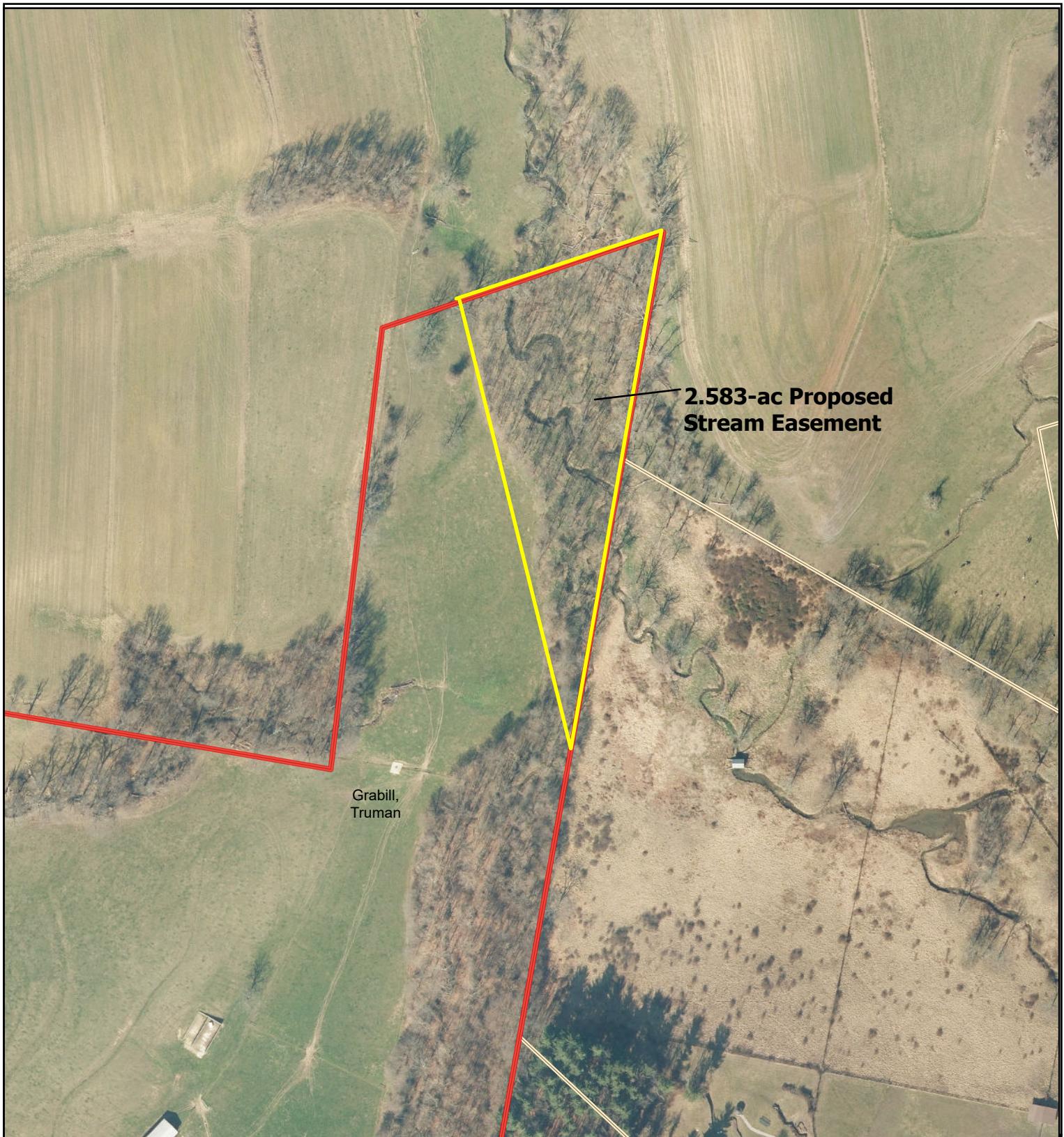
Office of Agriculture

Frederick County GIS

0 0.05 0.1 0.2 Miles

Projection: NAD 1983 State Plane Maryland FIPS 1900 Feet  
While efforts have been made to ensure the accuracy of this map, Frederick County accepts no liability or responsibility for errors, omissions, or positional inaccuracies in the content of this map. Reliance on this map is at the risk of the user. This map is for illustration purposes only and should not be used for surveying, engineering, or site-specific analysis.  
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## Grabill Proposed Stream Easement Overlay (MALPF #10-90-03E)



**Frederick County, Maryland**

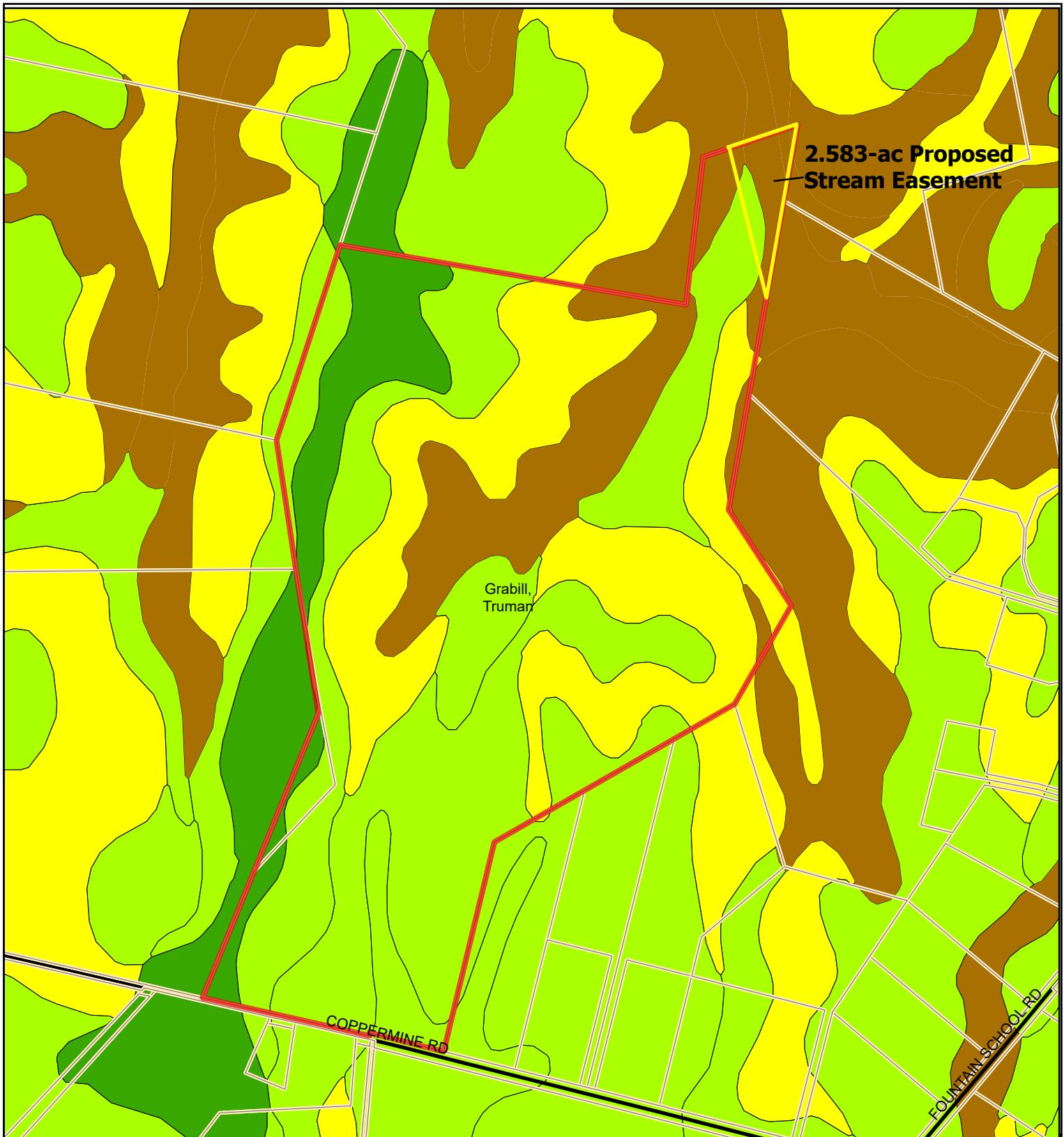
Office of Agriculture

Frederick County GIS

0 0.05 0.1 0.2 Miles

Projection: NAD 1983 State Plane Maryland FIPS 1900 Feet  
While efforts have been made to ensure the accuracy of this map, Frederick County accepts no liability or responsibility for errors, omissions, or positional inaccuracies in the content of this map. Reliance on this map is at the risk of the user. This map is for illustration purposes only and should not be used for surveying, engineering, or site-specific analysis.  
Printed ##MAPID##





## Grabill Proposed Stream Easement Overlay (MALPF #10-90-03E) Soil Classification Map



**Frederick County, Maryland**

Office of Agriculture

Frederick County GIS

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Projection: NAD 1983 State Plane Maryland FIPS 1900 Feet  
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