

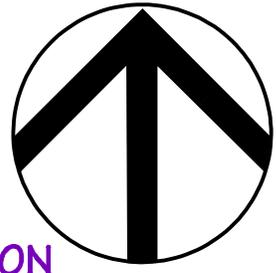
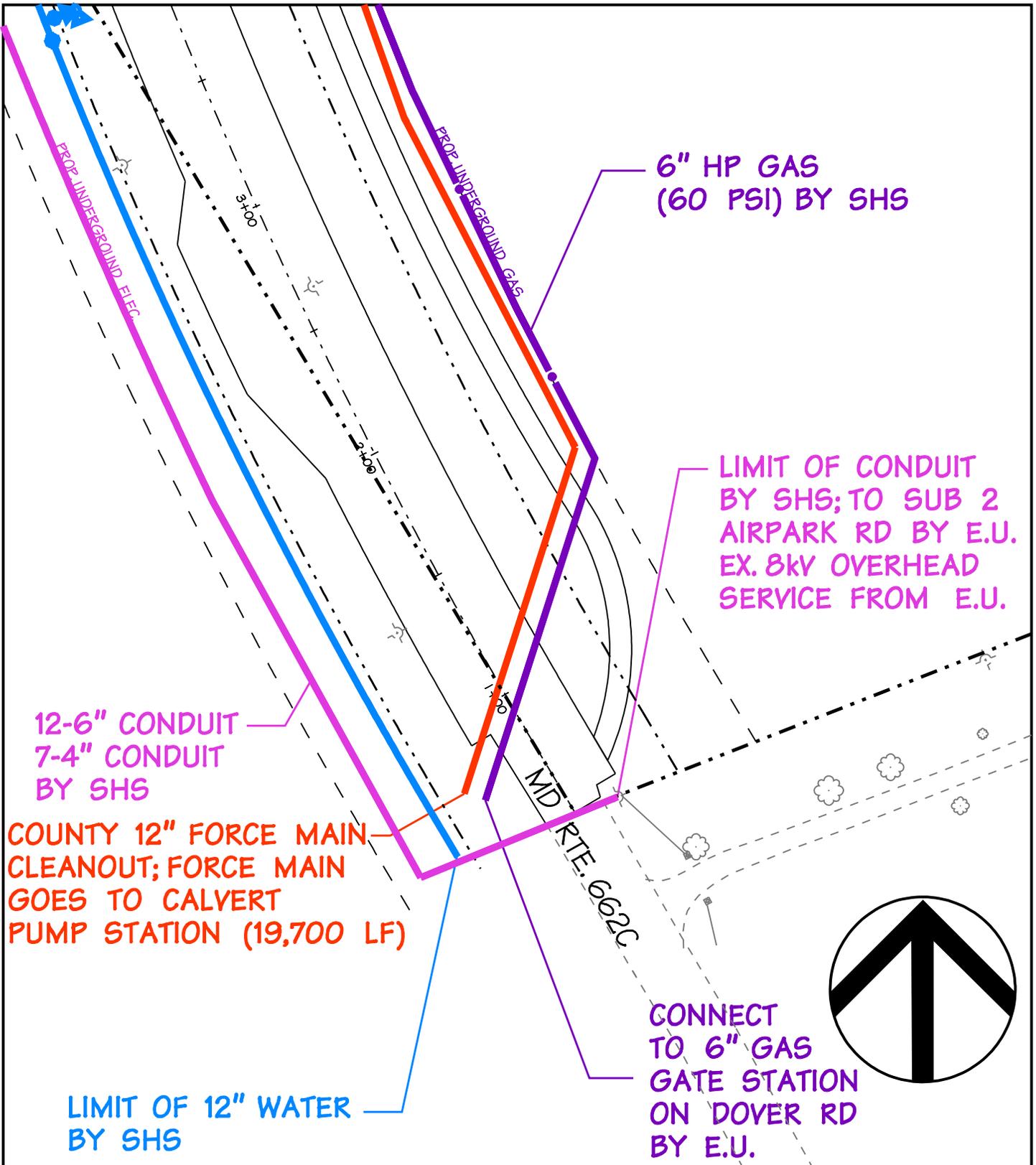
241  
242  
243  
244

**EXHIBIT N**  
**RESERVED**

245  
246  
247  
248  
249

**EXHIBIT O**

**UTILITY EXHIBIT – EASTERN CONNECTIONS**



**EXHIBIT 0**  
 UTILITY EXHIBIT  
 EASTERN CONNECTIONS

Job No. 09035.N | Scale: 1"=50' | Date: 12/3/12 | Drawn By: RLV

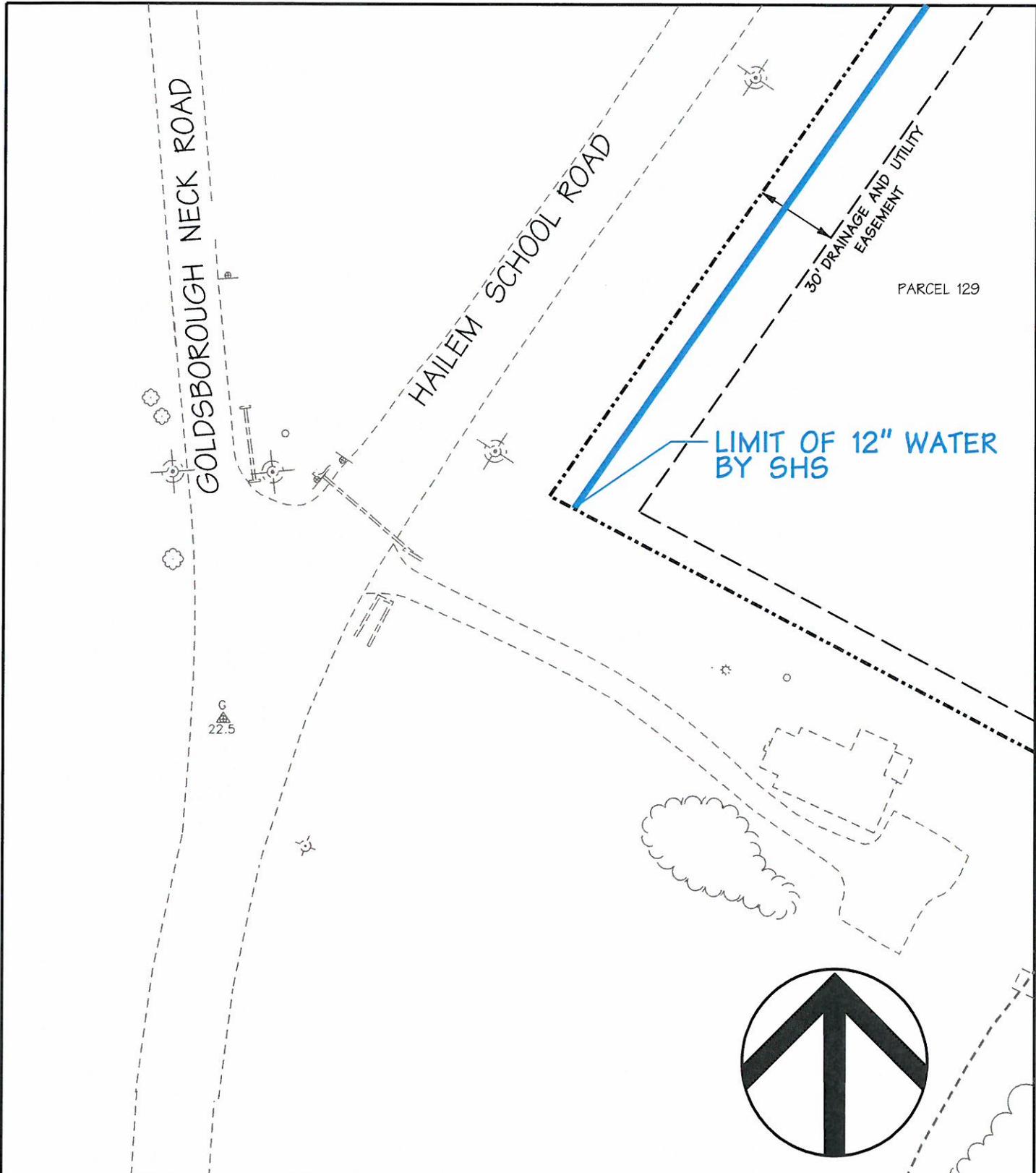
**DMW**  
 DAFT MCCUNE WALKER INC  
 200 EAST PENNSYLVANIA AVENUE • TOWSON, MD 21286  
 P : 410 296 3333 F : 410 296 4705 WWW.DMW.COM

\$\$\$\$SYTIME\$\$\$\$

250  
251  
252

**EXHIBIT P**

**UTILITY EXHIBIT - WESTERN WATER CONNECTION**



PARCEL 129

LIMIT OF 12" WATER BY SHS

G  
22.5



**EXHIBIT P**  
 UTILITY EXHIBIT WESTERN  
 WATER CONNECTION

**DMW**

DAFT MCCUNE WALKER INC  
 200 EAST PENNSYLVANIA AVENUE • TOWSON, MD 21286  
 P : 410 296 3333 F : 410 296 4705 WWW.DMW.COM

Job No. 09035.N | Scale: 1" = 50' | Date: 09/13/12 | Drawn By: RLV

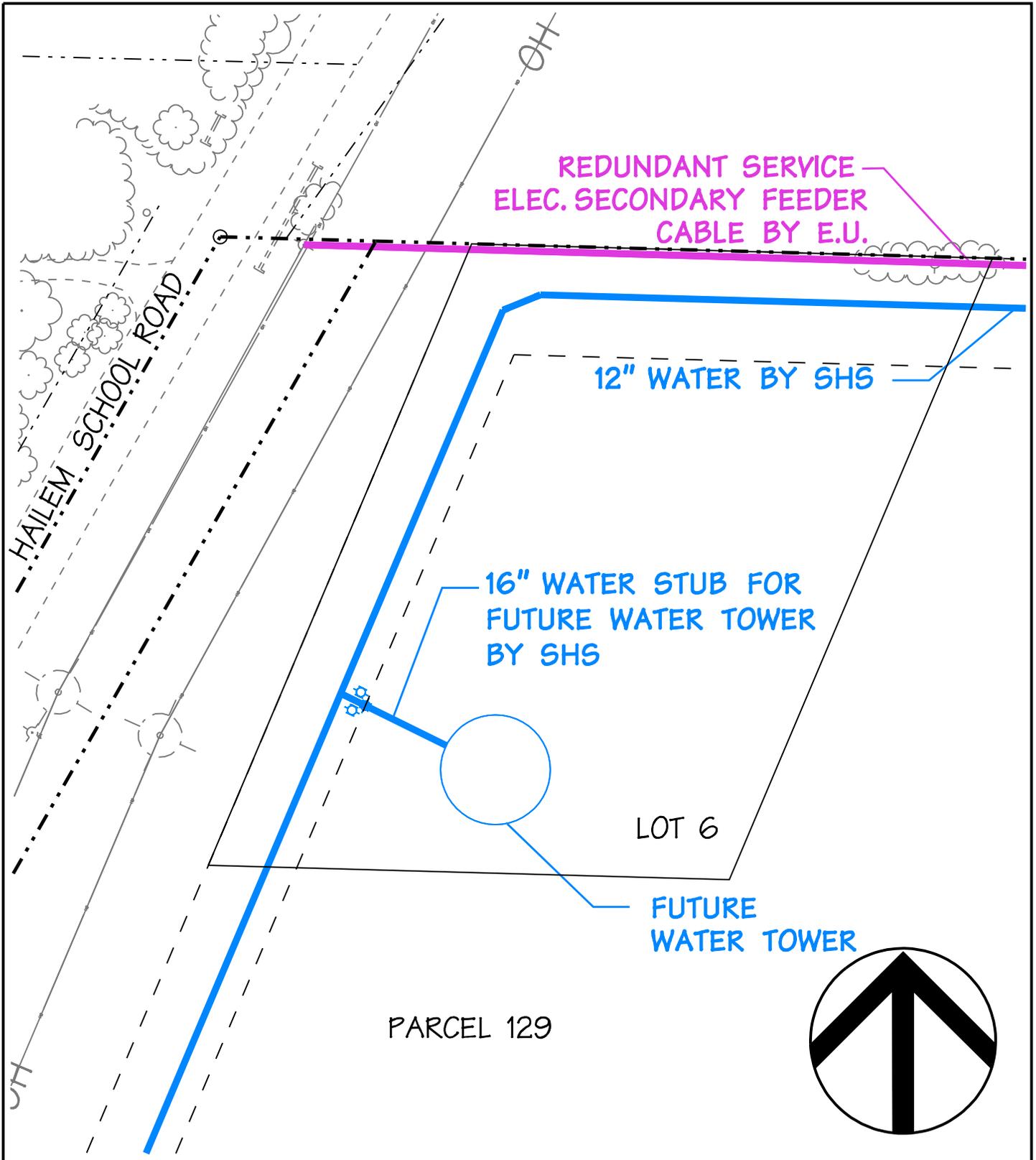
\*\*\*\*\*DGNSPEC\*\*\*\*\*

\*\*\*\*\*SYTIME\*\*\*\*\*

253  
254  
255

**EXHIBIT Q**

**UTILITY EXHIBIT – WESTERN ELECTRICAL CONNECTION**



**EXHIBIT Q**

UTILITY EXHIBIT WESTERN  
ELECTRICAL CONNECTION

**DMW**

DAFT MCCUNE WALKER INC

200 EAST PENNSYLVANIA AVENUE • TOWSON, MD 21286  
P : 410 296 3333 F : 410 296 4705 WWW.DMW.COM

Job No. 09035.N | Scale: 1" = 50' | Date: 11/30/12 | Drawn By: RLV

\*\*\*\*\*DGNSPEC\*\*\*\*\*

\$\$\$\$SYTIME\$\$\$\$

256 **EXHIBIT R**

257 **FORM OF ESTOPPEL CERTIFICATE**

258  
259  
260 Date: \_\_\_\_\_, 20\_\_

261  
262 To: \_\_\_\_\_  
263 \_\_\_\_\_

264  
265 Re: *Development Rights and Responsibilities Agreement, dated \_\_\_\_\_, 2013,*  
266 *executed by Shore Health System, Inc. ("SHS"), Town of Easton ("Town") and*  
267 *Talbot County, Maryland ("County") recorded at Liber \_\_\_\_ folio \_\_\_\_ in the*  
268 *Land Records of Talbot County, Maryland ("Development Agreement").*  
269

270 Ladies/Gentlemen:

271  
272 In accordance with the Development Agreement, [SHS/the Town/the County] has the  
273 authority to certify, as of the date hereof, the following. Capitalized terms herein will have the  
274 meanings assigned to them in the Development Agreement unless otherwise defined herein:  
275

276 1. The Parcel covered by this Estoppel Certificate is depicted by Exhibit "A"  
277 attached hereto and is referred to herein as the "Parcel".  
278

279 2. The Development Agreement is in full force and effect with respect to the Parcel  
280 and has not been amended, modified or supplemented in any way except as follows: (if none, so  
281 indicate):  
282

- 283 a. \_\_\_\_; and
- 284 b. \_\_\_\_.

285  
286 3. [SHS/the Town/the County] has not sent any notices of default to the [SHS/the  
287 Town/the County] or [SHS/the Town/the County] of the Parcel under the Development  
288 Agreement which remain uncured, except as follows (if none, so indicate):  
289

- 290 a. \_\_\_\_; and
- 291 b. \_\_\_\_.

292  
293 4. This Estoppel Certificate is made by [SHS/the Town/the County] and may be  
294 relied upon by the addressee in its capacity as a lender related to or secured by the Parcel or as a  
295 purchaser or lessee of the Parcel, as applicable. The undersigned has authority to execute this  
296 Estoppel Certificate on behalf of [SHS/the Town/the County].  
297

298 Respectfully,

299  
300 [SHS/ Town / County ]  
301

302  
303

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_

304 **EXHIBIT S**

305

306 **EXISTING LAND USE REGULATIONS:**

307

308 The Existing Land Use Regulations as of the Effective Date of this Agreement, as  
309 identified by Paragraph 1.1.20, are incorporated herein by reference. Complete copies of such  
310 documents were compiled and shall be maintained in electronic form in the offices of Shore  
311 Health System, Inc., Easton Town Manager, Easton Planning & Zoning Office, Talbot County  
312 Manager, Talbot County Attorney, and Talbot County Planning and Zoning. Such documents  
313 shall be available for inspection and copying upon request from any of the aforementioned public  
314 offices in accordance with the Maryland Public Information Act.

315

316

317 **EXHIBIT T**

318 **TRAFFIC STUDY**

319  
320  
321 A “Traffic Impact Analysis, Shore Health System Medial Campus, Talbot County, Maryland”,  
322 prepared by The Traffic Group and dated May 12, 2010 has been reviewed by the Town, County  
323 and SHA and approved by SHA.

324  
325 In response to comments and questions by Town and County staff, The Traffic Group reviewed  
326 additional intersections as described in a letter report addressed to Zach Smith, Town of Easton  
327 entitled “Supplement to Traffic Impact Analysis dated May 12, 2010”, dated September 28,  
328 2010.

329  
330 To further evaluate potential impacts on County Roads, the County Department of Public Works  
331 engaged Wallace, Montgomery & Associates, LLC (“WMA”) to review the Traffic Impact  
332 Analysis prepared by The Traffic Group. WMA’s conclusions are summarized in a report  
333 entitled “Traffic Impact Analysis, Shore Health System Medial Campus, Easton, Maryland” and  
334 dated May 2011.

335  
336 These three traffic impact analyses are referred to collectively as the “**Traffic Study**”. Complete  
337 copies of the Traffic Study, including all appendices, are on file with the Town and County. The  
338 Traffic Group analyses were evaluated by SHA to determine the nature and extent of  
339 transportation improvements to State highways required by Development of the Property as  
340 described in such reports. The Traffic Study was reviewed by the Town and County to  
341 determine the traffic impacts on County and Town roads from build-out of Section One using  
342 then-current projections. The parties acknowledge and agree that the Traffic Study was not  
343 intended to and shall not be interpreted or applied to limit uses or Development of the Property.