

Schedule for Annexation:

Introduction to Town Council and Referral to Planning Commission: September 3, 2024

Consideration and Recommendation by Planning Commission: September 26, 2024

Annexation Plan & set Public Hearing: November 5, 2024

Public Hearing Date: January 7, 2025

Advertise PC meeting, Send documents to CC & MD D of P, Advertise PH: Sept. 6, 2024, Nov. 5, 2024, Nov 15, 22, 29 and Dec. 6, 2024

Final Consideration by Town Council and Adoption: January 21, 2025

Effective Date if Referendum is not filed: March 8, 2025

**TOWN OF PORT DEPOSIT, MARYLAND
ANNEXATION RESOLUTION NO. 06-2024**

[FOR INTRODUCTION AND REFERRAL TO PLANNING COMMISSION ON 9/3/24]

A RESOLUTION TO ENLARGE THE CORPORATE BOUNDARIES OF THE TOWN OF PORT DEPOSIT BY ANNEXATION OF 44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY, AND IN SO DOING TO REPEAL AND RE-ENACT WITH AMENDMENTS ARTICLE II., SECTION 201 RECORDS AND DESCRIPTION OF CORPORATE BOUNDARIES, OF THE CHARTER OF THE TOWN OF PORT DEPOSIT

WHEREAS, pursuant to the authority of Section 3 (Home Rule) of Article XI-E (Municipal Corporations) of the Constitution of Maryland and of Sections 4-401, et seq. of the Local Government Article of the Annotated Code of Maryland (“LG”), the Council of the Town of Port Deposit (“the Town”) are vested with the authority to enlarge the boundaries of the Town; and

WHEREAS, the Town received a Petition for Annexation from Rock Run Road, LLC attached hereto as Annexation Resolution Exhibit 1, including the following exhibits: A – plat of proposed annexation; B – metes and bounds description of annexation properties, as more generally described above (hereinafter collectively, “the Property”); C – property deed for parcels owned by Rock Run Road, LLC, Old Schoolhouse Drive, LLC, Race Street PD, LLC, Albert Owens and Robert Owens, *et al.*, as noted above; D – Maryland Department of Assessments and Taxation SDAT property sheets for Rock Run Road, LLC, Old Schoolhouse Drive, LLC, Race Street PD, LLC, Albert Owens, Robert Owens, *et al.*, and Town of Port Deposit; E – Cecil County Land Use Map from the 2010 Comprehensive Plan; and F - Future Land Use Map from the Port Deposit Comprehensive Plan; and

WHEREAS, the Property is contiguous with the corporate Town limits and its annexation will not create an enclave; and

WHEREAS, the Petition is signed by at least 25% of the registered voters who are residents in the area to be annexed, inasmuch as the Property is vacant and/or has no residents, and is signed by the owners of at least 25% of the assessed valuation of the Property; and

WHEREAS, the Mayor and Town Council of the Town of Port Deposit, as the presiding officers of the Town, have ascertained that the annexation of the Property would otherwise conform to all the requirements of the Local Government Article of the Maryland Annotated Code, Sections 4-401 and 4-403 and have determined to classify the Property in the Town’s High Density Residential District (RM) zoning classification as a condition to annexation, was introduced at a public meeting of the Mayor and Town Council of the Town of Port Deposit September 3, 2024, at which time said Resolution was referred to the Town Planning Commission for review and recommendation pursuant to the Town Zoning Code, Section 22; and

WHEREAS, the Town Planning Commission reviewed the proposed annexation and proposed RM zoning of the Property on September 26, 2024 and voted to recommend to the Town Council that this Resolution be _____approved _____not approved, with the following conditions:

1. The County Council of Cecil County (hereafter “County”) granting a zoning “waiver” pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District (RM) zoning classification;
2. That the owners of the Owens parcel(s) forming a part of the Property be notified of this Resolution and the Petition and be given an opportunity to advise the Town whether he/they consent(s) or opposes the annexation of his/their parcel(s) into the Town.
3. Such terms and conditions set forth herein and in the Annexation Agreement attached hereto as Resolution Exhibit 2
4. Execution of the Annexation Agreement attached hereto as Resolution Exhibit 2 within thirty (30) days of of the date of conditional approval of this Resolution, unless expressly waived or extended in writing upon the affirmative vote of a majority of the Town Council, or annexation shall be null and void.
5. _____
_____ ; and

WHEREAS, pursuant to publication of notice, in accordance with the Local Government Article

of the Maryland Code, Section 4-406, a public hearing was conducted in the Town on January 7, 2025 to receive public comment and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, the Town deems it in the best interest of its citizens and for the good government of the Town, to amend the Town Charter so as to annex the Property as hereinafter set forth; provided that the annexation of the Property shall be subject to and governed by the terms of the Annexation Agreement attached hereto as Annexation Resolution Exhibit 2; and

WHEREAS, the Town Council of the Town of Port Deposit, upon consideration of all public comments and written testimony, has determined the following:

- A) The Petition and all procedures for consideration of the Petition by the Town conform to the applicable requirements of the Local Government Article, Sections 4-401, *et seq.* of the Maryland Annotated Code, the Town Zoning Code, Section 22, *et seq.* and all other applicable laws; and
- B) The Property is contiguous and adjoining to the existing corporate boundaries of the Town, is a logical extension of the corporate boundaries, and is consistent with the systematic expansion of the Town limits as set forth in the Town's Comprehensive Plan; and
- C) Annexation of the Property will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town, real property proposed to be within the Town, or any combination thereof (*i.e.*, enclave); and
- D) Annexation of the Property and classification in the Town's RM District is considered to be in the public interest, convenience and welfare of the citizens of the Town.

IT IS, THEREFORE, RESOLVED, by the Council of the Town of Port Deposit that the Property, which is more particularly described in a metes and bounds description attached hereto and incorporated herein by reference as Annexation Resolution 06-2024, upon the Effective Date of the annexation as set forth below, shall be added to the corporate boundaries of the Town; and

IT IS FURTHER RESOLVED that the boundaries of the Town as provided in the Charter of the Town of Port Deposit , as the same was enacted by the General Assembly of Maryland in Chapter 557, of the Laws of 1953, and thereafter from time to time amended, shall, upon the Effective Date of the annexation as set forth below, be amended to include the Property, and the Town Administrator shall so amend the description of the corporate limits to include all the Property more particularly described in Annexation Resolution 06-2024.

BE IT FURTHER RESOLVED that except as otherwise set forth herein, the Property shall, upon

the Effective Date of the annexation as set forth below, generally be subject to the provisions of the Charter, Code, ordinances and other rules and regulations of the Town; and

BE IT FURTHER RESOLVED that annexation of the Property shall be subject to the following terms and conditions, which shall be binding on Petitioner, as well as its assigns and/or successors-in-interest:

1. As a condition to annexation, Petitioner, its successors and assigns, shall pay the costs of any required advertising of this Resolution, as well as any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town's administrative costs and overhead. Payment by Petitioner of any outstanding balance within thirty (30) days of receipt by Petitioner of final accounting is a condition of annexation. Failure to make payment within thirty (30) days, with the expressed written waiver and/or extension by Town Staff, shall cause annexation to be null and void.
2. Municipal real estate taxes (hereinafter referred to as "Town taxes") shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the Effective Date of the annexation, and shall be subject to reassessment thereafter as to each improved lot in accordance with applicable provisions of the Maryland, County and Town Codes.
3. Extension of sanitary sewer by Cecil County, Maryland sufficient for the housing density proposed for development of the Property, extension and allocation of water service by Artesian sufficient for the housing density proposed for development of the Property, and storm drain lines, streets, curbs, gutters, and other public improvements as may be applicable, subject to the terms set forth herein, including No. 4 below as respects water and sewer service, and by means of incorporation by reference of the Annexation Agreement below, subject to applicable provisions of the Town Code and other applicable provisions of law, and subject to development plan review and Public Works Agreement as may be applicable and approved by the Town Planning Commission and/or the Town Council, Cecil County and/or the Town.
4. Provided such extensions are requested under the terms outlined herein, approval of any and all development plans for the Property shall be conditioned upon Cecil County approving extension and allocation of sufficient sewer capacity from its waste water treatment facilities for the housing density proposed for development of the Property, and conditioned upon Artesian extending and allocating water service for the Property sufficient for the housing density proposed for development of the Property. Extension of sanitary sewer and water service to the Property shall be in accordance with and subject to all State, County and/or local regulations governing the allocation of public sewer and water service, as amended from time to time. All taps fees and design costs for extension of sanitary sewer and water service extensions to the Property shall

be the sole obligation of Petitioner and/or owners requesting the same. All engineering plans will be submitted to the Town for review and approval.

5. As a condition to annexation, the County Council of Cecil County (hereafter “the County”) granting a zoning “waiver” pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District (RM) (hereafter “the Zoning Waiver”). If the County denies or fails to grant the Zoning Waiver, annexation of the Property shall be null and void, unless this condition is expressly waived by the Town Council.
6. Subject to all appropriate laws and administrative requirements, the Property, upon the Effective Date of the annexation as set forth below, shall be zoned in the Town’s High Density Residential District (RM).
7. All those terms and conditions set forth in the Annexation Agreement attached hereto as Resolution Exhibit 2 (as may be amended by the Town Council at its meeting on January 7, 2025 (hereafter “the Annexation Agreement”), incorporated by reference and made a part hereof as though fully set forth herein.
8. As a condition to annexation, Petitioner shall execute the Annexation Agreement within thirty (30) days of the date of conditional approval of this Resolution, unless expressly waived or extended in writing upon the affirmative vote of a majority of the Town Council, or annexation shall be null and void.
9. Any condition, term or provision contained in the Petition not set forth as a term or condition of the annexation in the Resolution or in this Agreement, or which is contrary to or inconsistent with any condition, term or provision in the Resolution, in this Agreement, or in the Town Code, unless otherwise expressly waived in the Resolution or this Agreement, are null and void.

BE IT FURTHER RESOLVED, that the Mayor has caused a copy of this Resolution to be published not fewer than four (4) times at not less than weekly intervals in a newspaper of general circulation in the Town, on November 15, 22, 29 and Dec. 6, 2024, together with a public notice that shall specify the time and place at which a public hearing will be held by the Mayor and Council upon the Resolution, which hearing shall be set for not less that fifteen (15) days after the second (2nd) publication of the notices and to be held at the Town Hall; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this annexation shall become effective on the Effective Date set forth below, unless a proper petition for referendum pursuant to the Local Government Article, Section 4-408, of the Annotated Code of Maryland, be presented to the Mayor within forty-five (45) days after the passage of this Annexation Resolution (*i.e.*, on or before

March 7, 2025);

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this annexation shall not become effective until the latest of the following shall occur: (1) the 46th day after enactment of this annexation (*i.e.*, on March 8, 2025) if no proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, (2) the approval of the annexation upon referendum if a proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, and (3) the Cecil County Council expressly approving, pursuant to LG, Section 4-416(b), the placement of the Property into the Town’s RM zoning district.

INTRODUCED at a regular meeting of the Town Council of the Town of Port Deposit on the 3rd day of September, 2024

CONDITIONALLY APPROVED by a vote of _____ in favor, _____ against, _____ absent, (with _____ abstension) on this 21st day of January, 2025;

EFFECTIVE DATE: Annexation Resolution 06-2023 shall become effective on the 8th day of March, 2025.

THE TOWN OF PORT DEPOSIT

By the Mayor and Town Council:

ATTEST:

Town Administrator

Wayne Tome, Jr., Mayor

Kevin Brown, Deputy Mayor

Daniel Berlin, Council

Thomas Knight, Council

Randa Thiele, Council

Reviewed and approved as to legal sufficiency this 8th day of March, 2025.

Thomas McCarron, Town Attorney

Resolution Exhibit 1

**Town of Port Deposit
Annexation Resolution 06-2024
for Rock Run Road, LLC and Owens Properties**

**Annexation Petition and
Petition Exhibit A (Annexation Plat)
Petition Exhibit B (Metes and Bounds)
Petition Exhibit C (Property Deeds)
Petition Exhibit D (SDAT Property Sheets)
Petition Exhibit E (Cecil County Land Use Map)
Petition Exhibit F (Future Land Use Map)**

**PETITION FOR ANNEXATION TO
MAYOR AND COUNCIL OF THE TOWN OF PORT DEPOSIT**

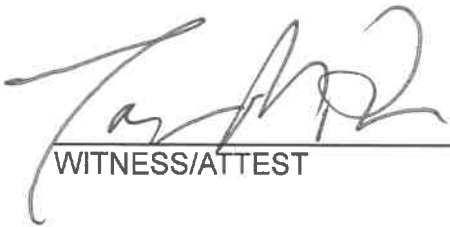
ROCK RUN ROAD, LLC (hereinafter "Petitioner"), pursuant to the Annotated Code of Maryland, Local Government §4-404, respectfully petitions the Mayor and Council of the Town of Port Deposit (hereinafter "Port Deposit") to annex property owned by the Petitioner into the corporate boundaries of Port Deposit and states as follows in support of this Petition:

1. Petitioner requests annexation of all those lots, tracts or parcels of land shown on a plat prepared by Frederick Ward Associates, labeled "Plat to Accompany Petition for Annexation 44.195 Acre Parcel of Land to be Annexed to the Town of Port Deposit" attached hereto as Exhibit A, totaling 44.9515 +/- acres (hereinafter "Annexation Plat"), and described by a Meets and Bounds description, attached hereto as Exhibit B (hereinafter referred to as the "Property"). The Petitioner's Property subject to the Annexation Petition being a portion of the entire lot, tract or parcel as described in a Deed dated 4/28/2020, and recorded among the Land Records of Cecil County in Liber 4590, Folio 1 & etc. (attached hereto as Exhibit C) and said portion specifically being labeled "Area To Be Annexed" on attached Exhibit A.
2. The Property is contiguous and adjoining to the existing corporate area of the Town of Port Deposit.
3. Annexation of the Property will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town of Port Deposit.
4. The Petitioner is the owner of more than 25% of the assessed valuation of the real Property to be annexed.
5. The Property contains no dwellings and there are no residents registered to vote who reside on the Property.
6. The properties immediately to the South and West of the Property are within the corporate boundaries of the Town of Port Deposit and annexation of the Property will provide an appropriate and uniform corporate boundary for the Town of Port Deposit.
7. The Property is identified as a Municipal Growth Area in the current and duly adopted 2023 Town of Port Deposit Comprehensive Plan designated for moderate density development. The Property lies within the Rural Conservation District as specified in the 2024 Cecil County Comprehensive Plan and is currently classified NAR, Northern Agricultural Residential District per the Cecil County's zoning maps.

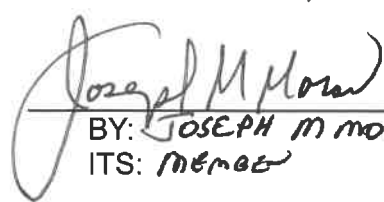
Petitioner requests that the Property be classified RM (approximately 44.1595 +/- acres) and under the Town of Port Deposit's Zoning Ordinance, as more particularly shown on the attached plat by Frederick Ward Associates and attached hereto as Exhibit A. The portion of property (approximately 44.1595 +/- acres) proposed for RM Residential Zone zoning classification would permit a land use substantially different from the current zoning classification and a request has been submitted simultaneously hereto the Board of Cecil County Commissioners.

8. In support of this Petition, Petitioner submits the following Exhibits:
- a. Exhibit A: Annexation Plat of Property (prepared by Frederick Ward Associates);
 - b. Exhibit B: Meets and Bounds description of Property (prepared by Frederick Ward Associates);
 - c. Exhibit C: Rock Run Road, LLC, Schoolhouse Drive, LLC and Race Street PD, LLC Deed;
 - d. Exhibit D: SDAT account information providing the names and addresses of persons with ownership interest in the Property along with the assessed valuation of each parcel;
 - e. Exhibit E: Site Map showing location of Property on the Cecil County Land Use Map (page 3-8 of the 2010 Cecil County Comprehensive Plan);
 - f. Exhibit F: Site Map showing location of Property on the 2024 Port Deposit Comprehensive Plan Future Land Use Map (page 20 of the 2024 Port Deposit Comprehensive Plan);

WHEREFORE, Petitioner respectfully requests that the Mayor and Council of the Town of Port Deposit initiate all steps necessary for a final enactment of a Resolution annexing the Property into the corporate boundaries of the Town of Port Deposit and zone the Property RM as indicated on Exhibit A under the Town's Zoning Ordinance.



 WITNESS/ATTEST

Rock Run Road, LLC


 BY: JOSEPH M MORAN
 ITS: MORAN

Courtney Autumn Ford of Cecil COUNTY OF Maryland.

TO WIT:

ON THIS, the 2 day of July, 2024, before me, a Notary Public, the undersigned officer personally appeared Joseph M. Moran, known to me (or satisfactorily proven) to be the person whose name is subscribed the written instrument, and acknowledged that he/she executed the same for the purpose therein contained being so authorized to do, and acknowledged it to be his/her act.

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


 _____ (SEAL)
 NOTARY PUBLIC

My commission expires: Jan 3, 2028



Old Schoolhouse Drive, LLC

[Signature]
WITNESS/ATTEST

[Signature]
BY: JOSEPH MORAN
ITS: MEMBER

Courtney Autumn Ford of Cecil COUNTY OF Maryland

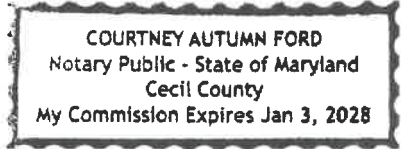
TO WIT:

ON THIS, the 2 day of July, 2024, before me, a Notary Public, the undersigned officer personally appeared Joseph M. Moran, known to me (or satisfactorily proven) to be the person whose name is subscribed the written instrument, and acknowledged that he/she executed the same for the purpose therein contained being so authorized to do, and acknowledged it to be his/her act.

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

[Signature] (SEAL)
NOTARY PUBLIC

My commission expires: Jan 3, 2028



Race Street PD, LLC

[Signature]
WITNESS/ATTEST

[Signature]
BY: JOSEPH M MORAN
ITS: MEMBER

Courtney Autumn Ford of Cecil COUNTY OF Maryland

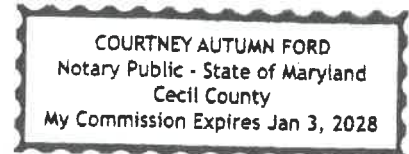
TO WIT:

ON THIS, the 2 day of July, 2024, before me, a Notary Public, the undersigned officer personally appeared Joseph M. Moran, known to me (or satisfactorily proven) to be the person whose name is subscribed the written instrument, and acknowledged that he/she executed the same for the purpose therein contained being so authorized to do, and acknowledged it to be his/her act.

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

[Signature] (SEAL)
NOTARY PUBLIC

My commission expires: Jan 3, 2028





5 South Main Street
P.O. Box 727
Bel Air, Maryland 21014
410-838-7900

www.frederickward.com

EXHIBIT B

June 28, 2024

44.9515 Acre Parcel of Land to be Annexed to the Town of Port Deposit, Located on Rock Run Road, Race Street, Liberty Grove Road and Old Schoolhouse Drive, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point on the easterly right of way line of Liberty Grove Road, also known as Race Street (formerly Maryland Route 269), a thirty foot wide Right of Easement conveyed by the State Highway Administration of the Department of Transportation to the Board of County Commissioners for Cecil County by a deed dated November 25, 1986 as recorded among the land records of Cecil County in Liber NDS 190, folio 525 at a point where it is intersected by the second course of the Corporate Limits of the Town of Port Deposit as described in Article II, Section 201 of the Charter of the Town of Port Deposit. Said Point of Beginning also being the beginning of that tract or parcel of land annexed to the corporate limits by Annexation Resolution 81-3 as recorded among the land records of Cecil County in Liber NDS 68, folio 881. Said point of beginning also bears coordinates, referenced to the Maryland Coordinate System (NAD83/91) of North 711243.6374 and East 1559108.8405. Thence, from the point of beginning, binding on the first course of parcel described in Annexation Resolution 81-3 and binding on the said easterly right of way line of Liberty Grove Road, as now surveyed, two courses;

1) by a curve to the left, in a northerly direction, of radius 609.55 feet, an arc distance of 44.10 feet and, subtended by a chord; North $06^{\circ}54'45''$ West 44.09 feet to a point of tangency,

2) North $08^{\circ}59'05''$ West 13.22 feet. Thence, leaving Liberty Grove Road,

3) South $86^{\circ}01'02''$ East, passing over, at 0.77 feet, a 1" iron pipe heretofore set at the beginning of the second course of that tract or parcel of land conveyed by Edgar P. Hopkins to Gene O. Gaylord and Dorothy A. Gaylord by a deed dated April 25, 1980 as recorded among the land records of Cecil County in Liber NDS 62, folio 467 and, continuing, binding on said second course, passing over at 72.71 feet a 1" iron pipe and continuing, for a total distance of 100.77 feet. Thence, binding on the third and fourth courses of said parcel,

4) North $07^{\circ}33'32''$ West 100.00 feet,

5) North $86^{\circ}01'02''$ West 103.36 feet to intersect the aforesaid easterly right of way line of Liberty Grove Road and the first course described in Annexation Resolution 81-3. Thence, binding thereon,

6) by a non-tangent curve to the left, in a northerly direction, of radius 1143.43 feet, an arc distance of 66.03 feet and, subtended by a chord; North $11^{\circ}07'20''$ West 66.02 feet. Thence, again leaving Liberty Grove Road,

7) North $75^{\circ}06'25''$ East, passing over, at 2.36 feet, an iron pipe heretofore set at the beginning of Parcel No. One of those lots or parcels of land conveyed by Edgar P. Hopkins to Charles A. Berry and Margaret R. Berry by a deed dated February 7, 1979 as recorded among the land records of Cecil County in Liber NDS 33, folio 488, and continuing, binding reversely of the fourth course of said parcel, for a total distance of 102.36 feet. Thence, binding reversely on the third course of said parcel and reversely on the third and a part of the second courses of Parcel No. Two of the conveyance unto Berry, three courses;

8) North $14^{\circ}54'18''$ West 110.01 feet,

9) North $23^{\circ}20'18''$ West 108.28 feet,

10) South $65^{\circ}06'25''$ West 98.38 feet to a point lying North $65^{\circ}06'25''$ East 1.62 feet from a utility pole at the beginning of the said second course of Parcel No. Two of the conveyance unto Berry and to again intersect the aforesaid easterly right of way line of Liberty Grove Road and the first course described in Annexation Resolution 81-3. Thence, binding thereon, two courses;

11) by a non-tangent curve to the left, in a northwesterly direction, of radius 233.24 feet, an arc distance of 85.04 feet and, subtended by a chord; North $35^{\circ}49'16''$ West 84.57 feet to a point of compound curvature,

12) by a tangent curve to the left, in a northwesterly direction, of radius 419.57 feet, an arc distance of 31.32 feet and, subtended by a chord; North $48^{\circ}24'15''$ West 31.31 feet to intersect an extension of the seventh or South $27^{\circ}24'5/10''$ West $169^{88}/100$ feet line of that tract or parcel of land conveyed by The County Commissioners of Cecil County to the Mayor and City Councilmen of the Town of Port Deposit by a deed dated September 26, 1972 as recorded among the land records of Cecil County in Liber WAS 297, folio 435. Thence, leaving Liberty Grove Road, binding on an extension of and on the last mentioned course, on the second course of the parcel described in Annexation Resolution 81-3, and running through and across that tract or parcel of land conveyed by Port Deposit Associates to School House Associates Limited Partnership by a deed dated December 8, 1994 as recorded among the land records of Cecil County in Liber NDS 522, folio 146 and through and across Tract No. 1 of those tracts or parcels of land conveyed by Edgar Penny Hopkins, Jr., et al to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021,

13) North $18^{\circ}17'56''$ East 270.26 feet. Thence, binding on the third course of Annexation Resolution 81-3,

14) North $05^{\circ}33'38''$ East, passing over, at 93.51 feet, a $3/8''$ iron pipe heretofore set at the end of the fourth course of that tract or parcel of land conveyed by Edgar P. Hopkins and Gertrude B. Hopkins to Albert T. Owens by a deed dated December 30, 1967 as recorded among the land

records of Cecil County in Liber WAS 220, folio 54 and passing over, at 322.52 feet, a ½" iron pipe heretofore set at the beginning of said parcel and, at 352.13 feet, a bent 3/8" iron pin heretofore set and, at 400.39 feet, a ½" iron pipe heretofore set at the end of the fourteenth course of the aforesaid tract or parcel of land described in Liber NDS 522, folio 146 and, continuing, for a total distance of 789.62 feet to intersect the sixth or North 87½° West 28 perches course of the aforesaid conveyance unto Bailey Harbold Enterprises, LLC as recorded in Liber WLB 1304, folio 021. Thence, binding reversely thereon and reversely on the fifth course of said tract and binding on a part of the second and on a part of the third courses of that tract or parcel of land conveyed by Sara I. Murray to Joseph Lee Murray and Jane Marie Murray by a deed dated October 23, 1970 as recorded among the land records of Cecil County in Liber WAS 260, folio 317,

15) North 84°32'33" East 54.76 feet,

16) North 05°27'27" West 296.81 feet to a stone heretofore set. Thence, binding reversely on the fourth, third and second courses of the conveyance unto Bailey Harbold Enterprises, LLC and binding on the ninth, tenth and eleventh courses of that tract or parcel of land conveyed by Isaac B. Rehert and Ingrid C. Rehert to Isaac B. Rehert by a deed dated March 4, 1988 as recorded among the land records of Cecil County in Liber NDS 231, folio 175, three courses;

17) North 82°10'57" East, running north of a stone wall, 403.41 feet,

18) South 33°49'03" East, running east of a stone wall, 42.02 feet,

19) North 85°10'57" East, running north of a post and barbed wire fence, 504.27 feet to intersect the first course of that tract or parcel of land conveyed by Frank S. Poist and Nellie E. Poist to Holmes C. Sherrard and Rosemarie Sherrard by a deed dated October 5, 1963 as recorded among the land records of Cecil County in Liber WAS 142, folio 478. Thence, binding on a part of said first course and reversely on a part of the first course of the aforesaid Tract No. 1 of the conveyance unto Bailey Harbold Enterprises, LLC,

20) South 03°49'03" East, along a stone wall, 1563.78 feet to the end of the twelfth or North 84°45'54" East 395.34 feet course of that tract or parcel of land conveyed by Bailey Harbold Enterprises, LLC to the Estate of Robert J. Turner by a deed dated November 3, 2003 as recorded among the land records of Cecil County in Liber WLB 1614, folio 167. Thence, leaving the land of Sherrard and binding reversely on the twelfth through the ninth courses of said conveyance, the four following courses;

21) South 84°45'54" West 395.34 feet,

22) South 02°02'13" West 20.00 feet,

23) South 87°57'47" East 125.84 feet,

24) South 25°24'09" East 151.72 feet to intersect the center of the paving of Rock Run Road as now existing. Thence, binding on the center of said road, the five following courses;

25) South 64°35'51" West 75.33 feet to a point of curvature,

26) by a tangent curve to the left, in a southwesterly direction, of radius 201.19 feet, an arc distance of 130.00 feet and, subtended by a chord; South $46^{\circ}05'10''$ West 127.75 feet to a point of tangency,

27) South $27^{\circ}34'29''$ West 82.08 feet to a point of curvature,

28) by a tangent curve to the right, in a southwesterly direction, of radius 568.55 feet, an arc distance of 125.60 feet and, subtended by a chord; South $33^{\circ}54'13''$ West 125.34 feet to a point of tangency,

29) South $40^{\circ}13'56''$ West 236.70 feet. Thence, leaving the center of Rock Run Road and binding on the second and a part of the third courses of that tract or parcel of land conveyed by Elaine R. McMullen to Christopher D. Bannon by a deed dated June 12, 1999 as recorded among the land records of Cecil County in Liber WLB 816, folio 568, as more particularly described in a deed by Jesse R. Coulson, Esther E. Coulson and Michael Duffy to James Duffy dated May 23, 1870 as recorded among the land records of Cecil County in Liber DS 4, folio 03, the two following courses;

30) North $48^{\circ}28'07''$ West 143.60 feet,

31) South $33^{\circ}31'57''$ West 45.73 feet to intersect the aforesaid second course of the Corporate Limits of the Town of Port Deposit as described in Article II, Section 201 of the Charter of the Town of Port Deposit at a point lying North $46^{\circ}43'58''$ West approximately 4170 feet from a point in the former location of Jacob Tome Memorial Highway lying $\frac{1}{4}$ mile northeast from the center of North Main Street, Maryland Route 222. Thence, binding reversely on a part of said second course, and running through and across Tract No. 2 of those tracts or parcels of land conveyed by Edgar Penny Hopkins, Jr., et al to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021,

32) North $46^{\circ}43'58''$ West 200.23 feet to intersect the fourth course of that tract or parcel of land conveyed by Edgar P. Hopkins to William P. Stewart by a deed dated October 15, 1976 as recorded among the land records of Cecil County in Liber WAS 368, folio 395 at a point lying South $83^{\circ}56'55''$ East 61.49 feet from a $\frac{1}{2}''$ iron pipe heretofore set on said fourth course. Thence, binding reversely on a part of the fourth, third and a part of the second courses of said parcel, the three following courses;

33) South $83^{\circ}56'55''$ East 55.40 feet,

34) North $01^{\circ}39'09''$ East 100.21 feet,

35) North $84^{\circ}00'06''$ West, passing over, at 117.41 feet, a $\frac{1}{2}''$ iron pipe heretofore set and, continuing, for a total distance of 179.06 feet to intersect the aforesaid second course of the Corporate Limits of the Town of Port Deposit as described in Article II, Section 201 of the Charter of the Town of Port Deposit. Thence, again binding thereon,

51) North $46^{\circ}43'58''$ West 32.89 feet to the point of beginning hereof.

CONTAINING 44.9515 acres (1958087 square feet) of land, more or less.

BEING all or parts of the following, combined;

1) all of that tract or parcel of land conveyed by Malcolm C. Owens and Monolyne A. Gaddy, Personal Representatives of the Estate of Malcolm W. Owens to Robert W. Owens, Estella B. Lockett, Albert T. Owens, Sr., Malcolm C. Owens, Monolyne A. Gaddy and John Owens by a deed dated November 29, 1994 as recorded among the land records of Cecil County in Liber NDS 521, folio 128 (Tax Parcel 0047)

2) all of that tract or parcel of land conveyed by Edgar P. Hopkins and Gertrude B. Hopkins to Albert T. Owens by a deed dated December 30, 1967 as recorded among the land records of Cecil County in Liber WAS 220, folio 54 (Tax Parcel 0071)

3) a part of that 0.8111 acre tract or parcel of land described in Exhibit C in a deed by BH Bedrock LLC to Old Schoolhouse Drive, LLC dated April 17, 2020 as recorded among the land records of Cecil County in Liber CMN 4590, folio 001 (part of Tax Parcel 0244)

4) a part of that tract or parcel of land designated as Parcel B and described in Exhibit B in a deed by BH Bedrock LLC to Race Street PD, LLC dated April 17, 2020 as recorded among the land records of Cecil County in Liber CMN 4590, folio 001 (part of Tax Parcel 0249)

5) a part of that tract or parcel of land designated as Parcel A and described in Exhibit A in a deed by BH Bedrock LLC to Rock Run Road, LLC dated April 17, 2020 as recorded among the land records of Cecil County in Liber CMN 4590, folio 001 (part of Tax Parcel 0032)

6) a part of that tract or parcel of land conveyed by Edgar P. Hopkins to the Town of Port Deposit by an Indenture Agreement dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199 (parts of Tax Parcel 0060)

THIS PARTICULAR DESCRIPTION was prepared under the responsible charge of Vincent X. Nohe, a Professional Land Surveyor in the State of Maryland and in accordance with the Minimum Standards of Practice for Land Surveyors of the Code of Maryland Regulation (09.13.06.12). My current license expires August 8, 2024.

EXHIBIT C

Commercial Title Company, LLC
File No. 20-CT-4051JOC
Tax ID#

THIS DEED, made this 17th day of April, 2020, by and between BH Bedrock LLC, party of the first part, GRANTOR; and Rock Run Road, LLC, Race Street PD, LLC and Old Schoolhouse Drive, LLC, parties of the second part, GRANTEES.

- WITNESSETH -

THAT IN CONSIDERATION of the sum of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey, in fee simple, all those lots of ground situate in the County of Cecil, State of Maryland, as follows:

Grantor does grant and convey unto **Rock Run Road, LLC**, all that lot of ground described as follows that is to say:

SEE EXHIBIT A attached hereto and incorporated herein by reference which is a metes and bounds description of Parcel A consisting of 44.0515 acres, more or less, surveyed for Bailey Harbold Enterprises, LLC, located on Rock Run Road and Liberty Grove Road, Seventh Election District Cecil County Maryland;

Grantor does grant and convey unto **Race Street PD, LLC**, all those lots of ground described as follows that is to say:

SEE EXHIBIT B attached hereto and incorporated herein by reference which is a metes and bounds description of Parcel B consisting of 4588 square feet, more or less, Parcel C consisting of 1048 square feet, more or less, Parcel D consisting of 21,287 square feet, more or less, Parcel E consisting of 2.3956 acres, more or less, and Parcel F consisting of 4195 square feet, more or less, surveyed for Bailey Harbold Enterprises, LLC, located on Rock Run Road and Liberty Grove Road, Seventh Election District Cecil County Maryland; and

Grantor does grant and convey unto **Old Schoolhouse Drive, LLC**, all that lot of ground described as follows that is to say:

SEE EXHIBIT C attached hereto and incorporated herein by reference which is a metes and bounds description of the bed of Old Schoolhouse Drive consisting of a 0.8111 acre parcel of land, surveyed for Bailey Harbold Enterprises, LLC, located in the Seventh Election District Cecil County Maryland.

BEING the same property which, by Deed dated December 22, 2004, and recorded in the Land Records of Cecil County, Maryland, in Liber WLB No. 1834, Folio 247 was granted and conveyed by Bailey Harbold Enterprises, LLC unto BH Bedrock LLC, in fee simple.

TOGETHER WITH the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Rock Run Road, LLC, Race Street PD, LLC and Old Schoolhouse Drive, LLC as herein described, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property

CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0001, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.

BH BEDROCK LLC
TO
ROCK RUN ROAD, LLC

EXHIBIT A
PARCEL A

Metes and bounds description of Parcel A consisting of 44.0515 acres,
more or less, surveyed for Bailey Harbold Enterprises, LLC, located on
Rock Run Road and Liberty Grove Road, Seventh Election District
Cecil County Maryland;

CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0002, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.

LR - Deed (w Taxes)	
Recording only	ST75.00
Name:	bh edrock
	llc/rock run road llc
	& race
Ref:	commercial title
	co llc
LR - Deed (with Taxes)	
Surcharge	40.00
LR - Deed State	
Transfer Tax	650.00
=====	
SubTotal:	765.00
=====	
Total:	765.00
04/28/2020	09:34
	CC07-08
#13638809	CC0202 -
	Cecil
	County/CC02.02.02 -
	Register 02



FREDERICK WARR ASSOCIATES
 SURVEYING ENGINEERING CONSULTING ARCHITECTURE

P.O. Box 787, 5 South Main Street
 Bel Air, Maryland 21014-0787
 410-878-8380
 410-883-1843 fax
www.fredwarr.com

October 28, 2004

Parcel A

44.0515 Acre Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on Rock Run Road and Liberty Grove Road, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point in the first or North $2\frac{1}{4}^{\circ}$ East $104^{\circ}\frac{1}{16}$ perches line of Tract No. 1, of those tracts or parcels of land conveyed by Charles A. Morrison and Mary A. Morrison to W. Philip Cameron by a deed dated December 19, 1911 as recorded among the land records of Cecil County in Liber CK 4, folio 402 at a point lying North $03^{\circ}49'03''$ West 33.66 feet from a magnetized nail now set where said line intersects the center of the present paving of Rock Run Road. Said point of beginning also bears coordinates, referenced to the Maryland Coordinate System (NAD83/91) of North 711589.7120 and East 1560155.8704. Thence, from the point of beginning, binding on a part of said first course and binding in part along or near a stone wall reversely on a part of the first or South 225 perches line of the tract or parcel of land conveyed by Frank S. Poist and Nellie E. Poist to Holmes C. Sherrard and Rosemarie Sherrard by a deed dated October 5, 1963 as recorded among the land records of Cecil County in Liber WAS 142, folio 478, as now surveyed,

1) North $03^{\circ}49'03''$ West 1563.78 feet to a point at the end of the eleventh or North 89° East 30 perches line of that tract or parcel of land conveyed by Isaac B. Rebert and Ingrid C. Rebert to Leaso B. Rebert by a deed dated March 4, 1988 as recorded among the land records of Cecil County in Liber NDS 231, folio 175. Thence, leaving the land of Sherrard and binding reversely on the eleventh, tenth and ninth courses of the conveyance unto Rebert and on the second, third and fourth courses of the aforesaid conveyance unto Cameron, three courses;

2) South $85^{\circ}10'57''$ West 504.27 feet. Thence, along or near the easterly side of a stone wall,

3) North $33^{\circ}49'03''$ West 42.02 feet. Thence, along or near the northerly side of a stone wall,

4) South $82^{\circ}10'57''$ West 403.41 feet to a 4" by 6" stone heretofore set. Thence, leaving the land of Rebert, binding on the fifth course of the conveyance unto Cameron and binding reversely on a part of the third or North $2\frac{1}{4}^{\circ}$ East 34.5 perches line of that tract or parcel of land conveyed by Sara I Murray to Joseph Lee Murray and Jane Marie Murray by a deed dated October 23, 1970 as recorded among the land records of Cecil County in Liber WAS 260, folio 317,

5) South $05^{\circ}27'27''$ East 296.81 feet. Thence, binding on a part of the sixth course of the conveyance unto Cameron and reversely on a part of the second course of the conveyance unto Murray,

Parcel A - 44.0515 Acre Parcel of Land
 October 28, 2004
 Page 2

6) South 84° 32' 33" West 54.76 feet to a point lying North 84° 32' 33" East 409.78 feet from a rebar heretofore set in a stone wall at the beginning of said second course of the conveyance unto Murray, Thence, leaving the land of Murray and binding on a part of sixth or South 14° 40' 10" West 824³⁴/₁₀₀ feet line of that tract or parcel of land conveyed by Helen Cameron, widow to the Board of Education of Cecil County by a deed dated February 21, 1936 as recorded among the land records of Cecil County in Liber WEB 2, folio 492,

7) South 05° 33' 38" West, passing over a 1/2" pipe heretofore set at 389.23 feet and passing over a bent 3/8" rebar heretofore set at 437.49 feet and continuing, for a total distance of 466.96 feet to an iron pin and cap now set with identifying cap 'PROP COR FWA4' at a point lying North 63° 00' 33" East 0.37 feet from a 1/2" iron pipe heretofore set. Thence, binding on the southerly side of a twenty-five foot wide right of way and on the first and second courses of that tract or parcel of land conveyed by Edgar F. Hopkins and Gertrude B. Hopkins to Albert T. Owens by a deed dated December 30, 1967 as recorded among the land records of Cecil County in Liber WAS 220, folio 54,

8) North 63° 00' 33" East 39.01 feet to a 3/4" bent pipe heretofore set,

9) North 82° 08' 40" East 124.14 feet to a 3/4" iron pipe heretofore set. Thence, running through and across the herein described parcel (the following course 10 being a tie course and not a line of division)

10) North 06° 48' 22" East 79.10 feet to an iron rod heretofore set at the end of the third course of that tract or parcel of land conveyed by Helen Cameron and Christina Cameron to Malcolm Owens and Jeusha A. Owens by a deed dated December 31, 1947 as recorded among the land records of Cecil County in Liber RRC 29, folio 236. Thence, binding on the fourth, first, second and third courses, four courses;

11) North 11° 34' 41" West 210.00 feet,

12) North 78° 25' 19" East 210.00 feet to a point lying North 66° 32' 20" East 11.86 feet from a granite sign heretofore set

13) South 11° 34' 41" East 210.00 feet to a point lying 1.53 feet from a 2"x9" granite marker heretofore set,

14) South 78° 25' 19" West 210.00 feet. Thence, running through and across the herein described parcel (the following course 15 being a tie course reversely along the tenth course described herein and not a line of division)

15) South 06° 48' 22" West 79.10 feet to the aforesaid 1/2" iron pipe heretofore set at the end of the ninth course described herein. Thence, binding on the third and fourth courses of the aforesaid conveyance unto Albert T. Owens,

16) South 11° 34' 41" East 221.10 feet to a 1/4" rebar heretofore set,

Parcel A - 44.0515 Acre Parcel of Land
 October 28, 2004
 Page 3

17) South $78^{\circ} 22' 30''$ West 229.01 feet to a $\frac{3}{8}$ " iron pipe heretofore set at the beginning of that tract or parcel of land described in an Indenture Agreement by and between the Town of Port Deposit and Edgar P. Hopkins dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199. Thence, leaving the outlines of Albert T. Owens and binding along the first, second, third and a part of the fourth courses of said Indenture,

18) South $17^{\circ} 55' 59''$ West 140.35 feet,

19) by a tangent curve to the left, in a southerly direction, of radius 771.15 feet, an arc distance of 74.01 feet and, subtended by a chord; South $15^{\circ} 11' 01''$ West 73.98 feet to a $\frac{1}{2}$ " iron pipe heretofore set at a point of compound curvature,

20) by a tangent curve to the left, in a southerly direction, of radius 161.15 feet, an arc distance of 127.37 feet and, subtended by a chord; South $10^{\circ} 12' 31''$ East 124.08 feet to a point of reverse curvature,

21) by a tangent curve to the right, in a southeasterly direction, of radius 160.00 feet, (passing over a $\frac{1}{2}$ " iron pipe heretofore set at an arc distance of 91.44 feet) an arc distance of 115.01 feet and, subtended by a chord; South $12^{\circ} 15' 34''$ East 112.55 feet to an iron pin and cap (FWAA) now set to intersect the second course of Parcel No. Two of those tracts or parcels of land conveyed by Edgar P. Hopkins to Charles A. Berry and Margaret R. Berry by a deed dated February 7, 1979 as recorded among the land records of Cecil County in Liber NDS 33 folio 488 at a point lying North $63^{\circ} 06' 25''$ East 6.36 feet from a utility pole heretofore placed at the beginning of said second course. Thence, binding on the remainder of the second course and on the third course of Parcel No. Two and on the third and fourth courses of Parcel No. One of said conveyance, four courses;

22) North $65^{\circ} 06' 25''$ East 93.64 feet to a pin and cap now set (FWAA),

23) South $23^{\circ} 20' 18''$ East 108.28 feet to an X-cut now set on a granite boulder,

24) South $14^{\circ} 54' 18''$ East 110.01 feet to a pin and cap now set (FWAA),

25) South $73^{\circ} 06' 25''$ West 100.00 feet to a bent iron pipe heretofore set,

26) South $75^{\circ} 06' 25''$ West 17.37 feet to a point in the center of the present paving of Liberty Grove Road, also known as Race Street and formerly being Maryland Route 269, a thirty foot wide right of easement for highway related purposes as conveyed by the State Highway Administration of the Department of Transportation to the Board of County Commissioners for Cecil County by a deed dated November 25, 1986 as recorded among the land records of Cecil County in Liber NDS 190, folio 525. Thence, binding on said centerline,

27) by a curve to the right, non-tangent to the last named course, in a southerly direction, of radius 1128.43 feet, an arc distance of 61.02 feet and, subtended by a chord; South $11^{\circ} 11' 58''$ East 61.01 feet. Thence, leaving the center of Liberty Grove Road and binding reversely on the fourth, third and second courses of that tract or parcel of land conveyed by Edgar P. Hopkins to Gene O.

Parcel A - 44.0515 Acre Parcel of Land
 October 28, 2004
 Page 4

Gaylord and Dorothy A. Gaylord by a deed dated April 25, 1980 as recorded among the land records of Cecil County in Liber NDS 62, folio 467, the three following courses;

- 28) South 86° 01' 02" East 118.79 feet to a pin and cap now set (FWA4),
- 29) South 07° 33' 32" East 100.00 feet to a pin and cap now set (FWA4),
- 30) North 86° 01' 02" West, passing over a 1" iron pipe heretofore set at 28.06 feet and continuing, for a total distance of 100.00 feet to a 1" iron pipe heretofore set. Thence, continuing,
- 31) North 86° 01' 02" West 16.16 feet to a point in the center of the present paving of Liberty Grove Road as aforesaid. Thence, binding thereon, two courses;
- 32) South 08° 57' 05" East 16.68 feet,
- 33) by a tangent curve to the right, in a southerly direction, of radius 594.55 feet, an arc distance of 60.37 feet and, subtended by a chord; South 06° 04' 33" East 60.35 feet. Thence, leaving Liberty Grove Road,
- 34) South 84° 00' 06" East 16.95 feet to a ½" iron pipe heretofore set at the beginning of the second course of that tract or parcel of land conveyed by Edgar P. Hopkins to William P. Stewart by a deed dated October 15, 1976 as recorded among the land records of Cecil County in Liber WAS 368, folio 395. Thence, binding on the second, third and a part of the fourth courses of said conveyance,
- 35) South 84° 00' 06" East, passing over a ½" iron pipe at 82.59 feet and continuing, for a total distance of 200.00 feet to a pin and cap now set (FWA4),
- 36) South 01° 39' 09" West 100.21 feet to a pin and cap now set (FWA4),
- 37) North 83° 56' 55" West 80.00 feet to a pin and cap now set (FWA4) at a point lying South 83° 56' 55" East 36.90 feet from a bent ½" iron pipe heretofore set. Thence, leaving the outlines of the conveyance unto Stewart and binding on the second and third courses of that tract or parcel of land conveyed by Edgar Peuney Hopkins, Jr., et al to Eleanor Jane Gaylord by a deed dated September 8, 1999 as recorded among the land records of Cecil County in Liber WLB 840, folio 410,
- 38) South 04° 42' 18" West 120.00 feet to a pin and cap now set (FWA4),
- 39) North 83° 56' 55" West, passing over a pin and cap now set (FWA4) at 123.03 feet and continuing, for a total distance of 138.04 feet to a point in the center of the present paving of Liberty Grove Road as aforesaid. Thence, binding thereon,
- 40) by a curve to the left, non-tangent to the last named course, in a southerly direction, of radius 1075.38 feet, an arc distance of 35.63 feet and, subtended by a chord; South 02° 46' 06" West 35.63 feet. Thence, leaving Liberty Grove Road and binding reversely on the third course of

Parcel A - 44.0315 Acres Parcel of Land
October 28, 2004
Page 5

that tract or parcel of land conveyed by Mary Jones, by her attorney-in-fact Mildred Clark to Andrew J. Townley and Bertha P. Townley by a deed dated September 10, 1971 as recorded among the land records of Cecil County in Liber WAS 275, folio 657 (as more particularly described by courses and distances in Liber WEB 25, folio 185),

41) North 89° 09' 15" East 115.02 feet. Thence, binding reversely on the second course of said conveyance and reversely on the third and second courses of that tract or parcel of land conveyed by Thomas Fields, Jr. to Edward S. Craig by a deed dated July 31, 1979 as recorded among the land records of Cecil County in Liber NDS 39, folio 148, two courses;

42) South 00° 50' 45" East 100.00 feet,

43) South 89° 09' 15" West 99.98 feet to a 6" by 10" by 24" tall granite monument. Thence, continuing,

44) South 89° 09' 15" West 15.04 feet to a point in the center of the present paving of Liberty Grove Road as aforesaid. Thence, binding thereon,

45) by a curve to the left, non-tangent to the last course and concentric to the fortieth course described herein, in a southerly direction, of radius 1075.38 feet, an arc distance of 41.89 feet and subtended by a chord; South 04° 37' 36" East 41.89 feet,

46) South 05° 44' 34" East 6.17 feet. Thence, leaving the center of Liberty Grove Road,

47) North 76° 06' 47" East 18.44 feet to a drill hole in a 6 inch square granite monument heretofore set. Thence, binding reversely on the fourth and third courses of that tract or parcel of land conveyed by Florence S. Clapp to James E. Griffin and Aledia E. Griffin by a deed dated October 11, 1943 as recorded among the land records of Cecil County in Liber RRC 03, folio 45,

48) North 76° 06' 47" East 98.66 feet,

49) South 13° 53' 13" East 40.55 feet to intersect the sixth or North 80°00'00" East 68.06 feet course of that tract or parcel of land conveyed by Robert Barta to Nicholas Cusmano and Teri L. Cusmano by a deed dated August 18, 1989 as recorded among the land records of Cecil County in Liber NDS 280, folio 17 at a point lying North 76°06'47" East 5.36 feet from a granite monument heretofore set at the beginning of said sixth course. Thence, binding on a part of the sixth course of said conveyance,

50) North 76° 06' 47" East 62.70 feet. Thence, running through and across the aforesaid conveyance unto W. Philip Cameron as recorded in Liber CK 4, folio 402, for a new line of division,

51) South 65° 36' 21" East 34.27 feet to the westernmost corner of that tract or parcel of land conveyed by Lenabel B. Griffin to Cheryl A. Griffin by a deed dated March 14, 1983 as recorded among the land records of Cecil County in Liber NDS 227, folio 479 and more particularly being the end of the third course of that tract or parcel of land leased by Jesse R.

Parcel A - 44.0515 Acre Parcel of Land
 October 28, 2004
 Page 6

Coulson to James Burk by a lease dated February 19, 1858 as recorded among the land records of Cecil County in Liber HHM 9, folio 273. Thence, binding in part reversely on said third course and in part reversely on the northwesterly outline of Parcel No. Two of those tracts or parcels of land conveyed by Daniel Griffin, Jr., Personal Representative of the Estate of Lenabel Bond Griffin to Daniel Griffin, Jr. by a deed dated October 16, 1997 as recorded among the land records of Cecil County in Liber WLB 679, folio 018 and as more particularly being the third course of each of two leases by Jesse R. Coulson; the first to George Gouley dated February 19, 1858 as recorded among the land records of Cecil County in Liber HHM 9, folio 274 and the second to Patrick Hramie dated February 19, 1858 as recorded among the land records of Cecil County in Liber HHM 9, folio 274, and in part reversely on the third course of each of those two parcels conveyed by Daniel Griffin, Jr. to Shazna R. Schoen by a deed dated July 12, 2002 as recorded among the land records of Cecil County in Liber WLB 1207, folio 445.

52) North $41^{\circ} 31' 53''$ East 170.00 feet to intersect the southwestery outline of that tract or parcel of land conveyed by Elaine R. McMullen to Christopher D. Bannon by a deed dated June 12, 1999 as recorded among the land records of Cecil County in Liber WLB 816, folio 568 and more particularly being the fourth course of that tract or parcel of land conveyed by Jesse R. Coulson and Esther K. Coulson, his wife and Michael Duffy to James Duffy by a deed dated May 23, 1870 as recorded among the land records of Cecil County in Liber DS 4, folio 03. Thence, binding reversely on a part of said fourth course and reversely on the third and second courses of said conveyance, three courses;

53) North $48^{\circ} 28' 07''$ West 30.00 feet,

54) North $33^{\circ} 31' 53''$ East 60.00 feet,

55) South $48^{\circ} 28' 07''$ East 143.60 feet to intersect the center of the present paving of Rock Run Road. Thence, binding in the center of Rock Run Road, the five following courses;

56) North $40^{\circ} 13' 56''$ East 236.70 feet,

57) by a tangent curve to the left, in a northeasterly direction, of radius 368.55 feet, an arc distance of 125.60 feet and, subtended by a chord; North $33^{\circ} 54' 13''$ East 125.34 feet,

58) North $27^{\circ} 34' 30''$ East 82.08 feet,

59) by a tangent curve to the right, in a northeasterly direction, of radius 201.19 feet, an arc distance of 130.00 feet and, subtended by a chord; North $46^{\circ} 05' 10''$ East 127.75 feet,

60) North $64^{\circ} 33' 51''$ East 75.33 feet. Thence, leaving Rock Run Road and binding on the outlines of that tract or parcel of land conveyed by Bailey Harhold Enterprises, LLC and depicted on a plat entitled "29933 Square Foot Add-on Parcel to be Conveyed to Bruce R. Edwards, Jr." which is on file at the Cecil County Office of Planning and Zoning as Minor Subdivision No. 3446, the four following courses;

61) North $25^{\circ} 24' 10''$ West 151.72 feet,

Parcel A - 44.0515 Acre Parcel of Land
October 28, 2004
Page 7

62) North 87° 57' 47" West 125.84 feet,

63) North 02° 02' 13" East 20.00 feet,

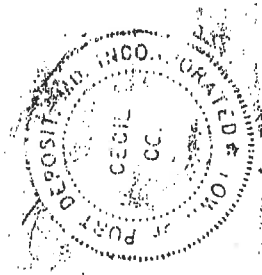
64) North 84° 45' 54" East 395.34 feet to the point of beginning hereof.

CONTAINING 44.0515 acres (1918885 square feet) of land, more or less. Approximately 1.16 acres lies within the town limits of the Town of Port Deposit, and approximately 42.89 acres lies outside of the town limits in Cecil County, Maryland.

BEING a part of that tract or parcel of land conveyed by Edgar Penny Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Herbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021 and also being that tract or parcel of land conveyed by Edgar Penny Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Herbold Enterprises, LLC by a confirmatory deed dated September 10, 2003 as recorded among the land records of Cecil County in Liber WLB 1523, folio 653.



The Town of Port Deposit, Maryland
does hereby certify that
This 21 day of April, 2020
All liens due to the
Town of Port Deposit have been paid.
Red [Signature]
Town of Port Deposit, Maryland



CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0009, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.

BH BEDROCK LLC
TO
RACE STREET PD, LLC

EXHIBIT B

PARCEL B, PARCEL C, PARCEL D AND PARCEL E AND PARCEL F

Metes and bounds description of Parcel B consisting of 4588 square feet, more or less, Parcel C consisting of 1049 square feet, more or less, Parcel D consisting of 21,287 square feet, more or less, Parcel E consisting of 2.3956 acres, more or less, and Parcel F consisting of 4195 square feet, more or less, surveyed for Bailey Harbold Enterprises, LLC, located on Rock Run Road and Liberty Grove Road, Seventh Election District Cecil County Maryland; and



ARCHITECT ENGINEER SURVEYOR

50, Elm 727, 5 North Main Street
 Bel Air, Maryland 21014-6722
 410-678-2280
 410-689-1248 fax
 www.fwassociates.com

November 2, 2004

Parcel B

4588 Square Foot Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on Liberty Grove Road at School House Drive, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point in the center of the present paving of Liberty Grove Road at its intersection with the easterly outline of that tract or parcel of land conveyed by Christopher J. Eastridge to B-E Realty, LLC by a deed dated June 29, 1999 as recorded among the land records of Cecil County in Liber WLB 819, folio 582, as more particularly described in a lease by and between Jesse R. Coulson and Esther E. Coulson, his wife and James Powers dated April 4, 1876 as recorded among the land records of Cecil County in Liber AWM 4, folio 279. Said point of beginning bears coordinates, referenced to the Maryland Coordinate System (NAD83/91) of North 711768.7787 and East 1359877.9425. Thence, from the point of beginning and binding on the said easterly outline, as now surveyed,

1) North 17° 10' 34" East 181.16 feet to a point of *cusp* in the seventh course of that tract or parcel of land described in an indenture agreement by and between the Town of Port Deposit and Edgar P. Hopkins dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199. Thence, leaving the outline of the land of B-E Realty, LLC and binding reversely on a part of the seventh and the sixth courses of said indenture agreement,

2) by a non-tangent curve to the left, in a southwesterly direction, of radius 821.13 feet, an arc distance of 43.09 feet and, subtended by a chord; South 13° 36' 15" West 43.09 feet to a point of compound curvature,

3) by a tangent curve to the left, in a southeasterly direction, of radius 211.15 feet, an arc distance of 156.66 feet and, subtended by a chord; South 08° 49' 15" East 153.09 feet. Thence, reversely on an extension of the seventh course of that tract or parcel of land conveyed by the Town of Port Deposit to Port Deposit Associates by a deed dated December 3, 1981 as recorded among the land records of Cecil County in Liber NDS 75, folio 865,

4) South 17° 34' 57" East 44.15 feet to a point in the center of the present paving of Liberty Grove Road, also known as Race Street and formerly being Maryland Route 269, a thirty foot wide right of easement for highway related purposes as conveyed by the State Highway Administration of the Department of Transportation to the Board of County Commissioners for Cecil County by a deed dated November 25, 1986 as recorded among the land records of Cecil County in Liber NDS 190, folio 525. Thence, binding on said centerline, two courses,

5) by a curve to the left, non-tangent to the previous course, in a northwesterly direction, of radius 218.24 feet, an arc distance of 8.84 feet and, subtended by a chord; North 45° 06' 18" West 8.84 feet to a point of compound curvature,

Parcel B - 4588 Square Foot Parcel of Land
November 2, 2004
Page 2

6) by a tangent curve to the left, in a northwesterly direction, of radius 404.57 feet, an arc distance of 92.66 feet and, subtended by a chord; North 52° 49' 38" West 92.46 feet to the point of beginning.

CONTAINING 4588 square feet (0.1053 acre) of land, more or less within the town limits of the Town of Port Deposit.

BEING a part of that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021 and also being that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a confirmatory deed dated September 10, 2003 as recorded among the land records of Cecil County in Liber WLB 1523, folio 653.



The Town of Port Deposit, Maryland
does hereby certify that
This 21 day of April, 2020
All liens due to the
Town of Port Deposit have been paid.
[Signature]
Town of Port Deposit, Maryland





P.O. Box 777, 8 South Main Street
Bel Air, Maryland 21014-0777
410-469-4200
410-353-1248 fax

www.fredrickward.com

RECORDS : US/MD/PA : ADDRESS : BALTIMORE

November 2, 2004

Parcel C

1049 Square Foot Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on School House Drive, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point on the westerly side of School House Drive in the seventh course of that tract or parcel of land described in an indenture agreement by and between the Town of Port Deposit and Edgar P. Hopkins dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199 at the northeastern corner of that tract or parcel of land conveyed by Christopher J. Bartridge to B-E Realty, LLC by a deed dated June 29, 1999 as recorded among the land records of Cecil County in Liber WLB 819, folio 582, as more particularly described in a lease by and between Jesse R. Coulson and Esther H. Coulson, his wife and James Powers dated April 4, 1876 as recorded among the land records of Cecil County in Liber AWM 4, folio 279. Said point of beginning bears Coordinates, referenced to the Maryland coordinate System (MAD83/91) of North 711941.8611 and East 1558931.4416. Thence, from the point of beginning and binding on the northerly outline of the conveyance unto B-E Realty, LLC, as now surveyed,

- 1) North 72° 49' 26" West 30.00 feet. Thence, running through and across that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., et al to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021, for a new line of division,
- 2) North 17° 10' 34" East 34.85 feet to intersect the eight course of the aforesaid indenture agreement recorded in Liber NDS 73, folio 199. Thence, binding reversely on a part of said eight course,
- 3) South 74° 36' 17" East 29.71 feet. Thence, binding reversely on a part of the aforesaid seventh course,
- 4) by a curve to the left, non-tangent to the previous course, in a southwesterly direction, of radius 821.15 feet, an arc distance of 35.78 feet and, subtended by a chord; South 16° 41' 21" West 35.77 feet to the point of beginning hereof.

CONTAINING 1049 square feet (0.0241 acre) of land, more or less.

BEING a part of that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021 and also being that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a confirmatory deed dated September 10, 2003 as recorded among the land records of Cecil County in Liber WLB 1523, folio 633.



The Town of Port Deposit, Maryland
 does hereby certify that
 This 21 day of April, 2020
 All liens due to the
 Town of Port Deposit have been paid.

 Town of Port Deposit, Maryland



CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0013, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.



FREDERICK WARD ASSOCIATES

SURVEYORS

FAL CONE P.C., A MARYLAND LIMITED LIABILITY COMPANY
 410-679-2380
 410-679-2380
 410-683-1243 fax

www.fredward.com

November 2, 2004

Parcel D

21287 Square Foot Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on Liberty Grove Road near School House Drive, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point in the center of the present paving of Liberty Grove Road at its intersection with the third course of that tract or parcel of land conveyed by Joseph J. Duke to Lillian Gaylord and Margaret Gaylord by a deed dated July 27, 1944 as recorded among the land records of Cecil County in Liber BRC 5, folio 479, as more particularly described in a lease by and between Jesse R. Coulson and Esther E. Coulson, his wife and Gabriel P. Shade and Georgiana Shade dated February 10, 1986 as recorded among the land records of Cecil County in Liber JAD 21, folio 158. Said point of beginning bears coordinates, referenced to the Maryland Coordinate System (NAD83/91) of North 711802.0848 and East 1558806.6090. Thence, from the point of beginning and binding reversely on said third course, as now surveyed,

- 1) North 13° 22' 04" East 113.90 feet. Thence, binding reversely on the second course,
- 2) North 76° 37' 56" West 30.00 feet. Thence, leaving the land of Gaylord and binding reversely on the third course of that tract or parcel of land conveyed by The Chase Manhattan Bank, Trustee to Thomas P. Knight by a deed dated January 23, 2002 as recorded among the land records of Cecil County in Liber WLB 1113, folio 619 as more particularly described in a lease by and between Jesse R. Coulson and Esther E. Coulson, his wife and Gabriel Warfield dated July 24, 1874 as recorded among the land records of Cecil County in Liber AWM 1, folio 76,
- 3) North 70° 44' 06" West 70.00 feet to a ½" rebar hereinafter set at the end of the fourteenth course of that tract or parcel of land conveyed by Gertrude S. O'Leary, Guardian of Ethel Hamore' to Stephen Jackson and Suzette Hamore' Jackson by a deed dated November 30, 1995 as recorded among the land records of Cecil County in Liber WLB 571, folio 653. Thence, binding reversely on a part of said fourteenth course and binding on the eastern outline of that tract or parcel of land conveyed by Lewis R. Jackson, Treasurer of Cecil County to William E. Chapman, Sr. by a deed dated November 23, 1992 as recorded among the land records of Cecil County in Liber NDS 417, folio 517 and more particularly being that tract or parcel of land described in a lease by and between Andrew Lyon and John Chapman dated June 6, 1881 as recorded among the land records of Cecil County in Liber JAD 4, folio 64,
- 4) North 03° 14' 47" West 90.95 feet. Thence, leaving the outline of the land of Jackson and binding reversely on a part of the eighth course of that tract or parcel of land described in an indenture agreement by and between the Town of Fort Deposit and Edgar P. Hopkins dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199,

Parcel D - 21287 Square Foot Parcel
November 2, 2004
Page 2

5) South 74° 36' 17" East 187.27 feet. Thence, running through and across that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., et al to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021, for a new line of division.

6) South 17° 10' 34" West 34.85 feet to the northwesterly corner of that tract or parcel of land conveyed by Christopher J. Rastridge to B-B Realty, LLC by a deed dated June 29, 1999 as recorded among the land records of Cecil County in Liber WLB 819, folio 582, as more particularly described in a lease by and between Jesse R. Coulson and Esther E. Coulson, his wife and James Powers dated April 4, 1876 as recorded among the land records of Cecil County in Liber AWM 4, folio 279. Thence, binding along this westerly outline of said conveyance,

7) South 17° 10' 34" West 175.18 feet to a point in the center of the present paving of Liberty Grove Road, also known as Race Street and formerly being Maryland Route 269, a thirty foot wide right of easement for highway related purposes as conveyed by the State Highway Administration of the Department of Transportation to the Board of County Commissioners for Cecil County by a deed dated November 25, 1986 as recorded among the land records of Cecil County in Liber NDS 190, folio 525. Thence, binding on said centerline,

8) by a curve to the left, non-tangent to the previous course, in a northwesterly direction, of radius 404.57 feet, an arc distance of 48.25 feet; and, subtended by a chord; North 67° 08' 18" West 49.22 feet to the point of beginning hereof.

CONTAINING 21287 square feet (0.4887 acre) of land, more or less.

BEING a part of that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021 and also being that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a confirmatory deed dated September 10, 2003 as recorded among the land records of Cecil County in Liber WLB 1523, folio 653.



The Town of Port Deposit, Maryland
does hereby certify that
This 21 day of April, 2020
All liens due to the
Town of Port Deposit have been paid.
[Signature]
Town of Port Deposit, Maryland





FREDERICK WARD ASSOCIATES

AGENTS • ENGINEERS • PLANNERS • SURVEYORS

P.O. Box 727, 8 South Main Street
of A3, Maryland 21014-0727
410-878-2330
410-883-1243 fax

www.frederickward.com

November 2, 2004

Parcel E

2.3956 Acre Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on Liberty Grove Road, Seventh Election District, Cecil County, Maryland

BEGINNING for the same a point in the center of the present paving of Liberty Grove Road at a point where it is intersected by the westerly outline of Tract No. 1 of those tracts or parcels of land conveyed by Charles A. Morrison and Mary A. Morrison to W. Philip Cameron by a deed dated December 19, 1911 as recorded among the land records of Cecil County in Liber CK 4, folio 402 and at a point lying South 02°38'03" East 123.20 feet from a 1/2" rebar heretofore set at the beginning of the fifteenth course of Parcel No. 2 of those tracts or parcels of land conveyed by Gertrude S. O'Leary, Guardian of Ethel Honore' to Stephen Jackson and Suzette Honore' Jackson by a deed dated November 30, 1995 as recorded among the land records of Cecil County in Liber WLB 571, folio 633 and lying South 02°38'03" East 19.58 feet from an iron pin heretofore set with identifying cap 'WWLE' at the beginning of said parcel. Said point of beginning also bears Coordinates, referenced to the Maryland Coordinate System of North 711819.8614 and East 1558743.3374. Thence, from the point of beginning and binding on the said westerly outline of the conveyance unto Cameron, as now surveyed,

1) South 02° 38' 03" East 14.39 feet to an iron pin and cap heretofore set (WWLE) at the northeasterly corner of Parcel 5 of those tracts or parcels of land conveyed by Edgar F. Hopkins, Jr., Personal Representative of the Estate of Gertrude Bittner Hopkins, et al to the Town of Port Deposit by a deed dated September 25, 2002 as recorded among the land records of Cecil County in Liber WLB 1240, folio 059 at a point lying South 73°26'56" East 86.31 feet from another iron pin and cap heretofore set (WWLE) along the northerly outline of said parcel. Thence, binding along the easterly outline of said Parcel 5,

2) South 02° 35' 04" East 64.01 feet to a point on the south side of the North Branch of Rock Run at the beginning of that tract or parcel of land conveyed by James Williams and Luella Griffin to Clifton Laine Wilmont, Sr. by a deed dated May 24, 1996 as recorded among the land records of Cecil County in Liber WLB 675, folio 260 as more particularly described in a deed by and between Jesse R. Coulson and Esther E. Coulson, his wife and Perry Cooper dated September 11, 1871 as recorded among the land records of Cecil County in Liber DS 4, folio 624. Thence, binding reversely on the outline of said parcel and along the southerly side of North Branch of Rock Run,

3) North 87° 53' 58" East 69.31 feet to the end of a stone retaining wall. Thence, along the stream-side face of said wall;

The Town of Port Deposit, Maryland
does hereby certify that
This 21 day of April, 2020
All liens due to the
Town of Port Deposit have been paid.
[Signature]
Town of Port Deposit, Maryland



CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0016, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.



FREDERICK WARD ASSOCIATES

ARCHITECTS ENGINEERS SURVEYORS

RG, Box 727, 8 South Gate Street
Bel Air, Maryland 21014-0727
410-878-2280
410-832-1183 fax

www.frederickward.com

November 2, 2004

Parcel B

4195 Square Foot Parcel of Land, Surveyed for Bailey Harbold Enterprises, LLC, Located on Roak Run Road and Liberty Grove Road, Seventh Election District, Cecil County, Maryland

BEGINNING for the same at a point at the end of the sixth or North 80°00'00" East 68.06 feet course of that tract or parcel of land conveyed by Robert Baste to Nicholas Cusmano and Teri L. Cusmano by a deed dated August 18, 1989 as recorded among the land records of Cecil County in Liber NDS 280, folio 817 at a point lying North 76°06'47" East 68.06 feet from a granite monument heretofore set at the beginning of said sixth course. Said point of beginning bears coordinates, referenced to the Maryland Coordinate System (NAD83/91) of North 710825.9210 and East 1559269.3397. Thence, from the point of beginning and binding on the seventh course of the said conveyance unto Cusmano, as now surveyed,

1) South 25° 38' 54" East 123.23 feet to a point in the center of the present paving of Roak Run Road. Thence, binding thereon,

2) by a curve to the left, non-tangent to the previous course, in a northeasterly direction, of radius 304.89 feet, an arc distance of 60.10 feet and, subtended by a chord, North 56° 48' 38" East 60.06 feet. Thence, leaving Roak Run Road and binding on the southwesternly outline of that tract or parcel of land conveyed by Lenabel B. Griffin to Cheryl A. Griffin by a deed dated March 14, 1988 as recorded among the land records of Cecil County in Liber NDS 227, folio 479 and more particularly being the fourth course of that tract or parcel of land leased by Jesse R. Coulson to James Burk by a lease dated February 19, 1858 as recorded among the land records of Cecil County in Liber HEM 9, folio 273. Thence, binding reversely on said fourth course,

3) North 48° 28' 07" West 96.84 feet. Thence, running through and across Tract No. 1 of those tracts or parcels of land conveyed by Charles A. Morrison and Mary A. Morrison to W. Philip Cameron by a deed dated December 19, 1911 as recorded among the land records of Cecil County in Liber CK 4, folio 402, for a new line of division,

4) North 65° 36' 21" West 34.27 feet to the point of beginning hereof.

CONTAINING 4195 square feet (0.0963 acre) of land, more or less within the town limits of the Town of Port Deposit.

BEING a part of that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a deed dated January 23, 2003 as recorded among the land records of Cecil County in Liber WLB 1304, folio 021 and also being that tract or parcel of land conveyed by Edgar Penney Hopkins, Jr., Richard Worthington Hopkins, Susan Wylie Hopkins and Carol Lynn Hopkins to Bailey Harbold Enterprises, LLC by a confirmatory deed dated September 10, 2003 as recorded among the land records of Cecil County in Liber WLB 1523, folio 653.



The Town of Port Deposit, Maryland
does hereby certify that
This 21 day of April, 2020
All liens due to the
Town of Port Deposit have been paid.
[Signature]
Town of Port Deposit, Maryland



CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0017, MSA_CE55_5280. Date available 05/01/2020. Printed 04/01/2024.

BH BEDROCK LLC
TO
OLD SCHOOLHOUSE DRIVE, LLC

EXHIBIT C

Metes and bounds description of the bed of Old Schoolhouse Drive consisting of a 0.8111 acre parcel of land, surveyed for Bailey Harbold Enterprises, LLC, located in the Seventh Election District Cecil County Maryland.

6) by a curve to the left, non-tangent to the previous course, in a northwesterly direction, of radius 233.24 feet, an arc distance of 81.13 feet and, subtended by a chord; North 36° 18' 05" West 80.72 feet to a point of compound curvature,

7) by a tangent curve to the left, in a northwesterly direction, of radius 419.57 feet, an arc distance of 18.19 feet and, subtended by a chord; North 47° 30' 28" West 18.19 feet. Thence, leaving Liberty Grove Road and binding on the seventh through the ninth and a part of the tenth courses of the conveyance unto School House Associates and binding on a remaining portion of that tract or parcel of land described in an Indenture Agreement by and between the Town of Port Deposit and Edgar P. Hopkins dated September 2, 1981 as recorded among the land records of Cecil County in Liber NDS 73, folio 199, the four following courses;

8) North 17° 34' 57" West 59.02 feet to a point of curvature. Thence, binding concentric with and forty-five feet equidistant from the third and second courses described herein,

9) by a tangent curve to the right, in a northerly direction, of radius 206.15 feet, an arc distance of 108.00 feet and, subtended by a chord; North 02° 34' 27" West 106.77 feet,

10) by a tangent curve to the right, in a northerly direction, of radius 816.15 feet, an arc distance of 78.61 feet and, subtended by a chord; North 15° 11' 37" East 78.58 feet,

11) North 74° 36' 17" West 5.00 feet. Thence, running through and across the aforesaid conveyance unto School House Associates as recorded in Liber WLB 522, folio 146 and along the eleventh and twelfth courses of the right of way described therein, for new lines of division,

12) North 17° 53' 32" East 134.95 feet,

13) North 05° 33' 38" East 291.18 feet to a bent $\frac{3}{4}$ " rebar heretofore set to the end of the fourteenth course of the aforesaid conveyance unto School House Associates. Thence, binding on the fifteenth course,

14) North 84° 05' 17" East 51.02 feet to a $\frac{1}{2}$ " iron pipe heretofore set. Thence, binding on the sixteenth (omitted in the deed) and seventeenth courses of said deed,

15) South 05° 33' 38" West 77.68 feet to a $\frac{1}{2}$ " iron pipe heretofore set,

16) South 05° 33' 38" West 229.15 feet to the point of beginning hereof.

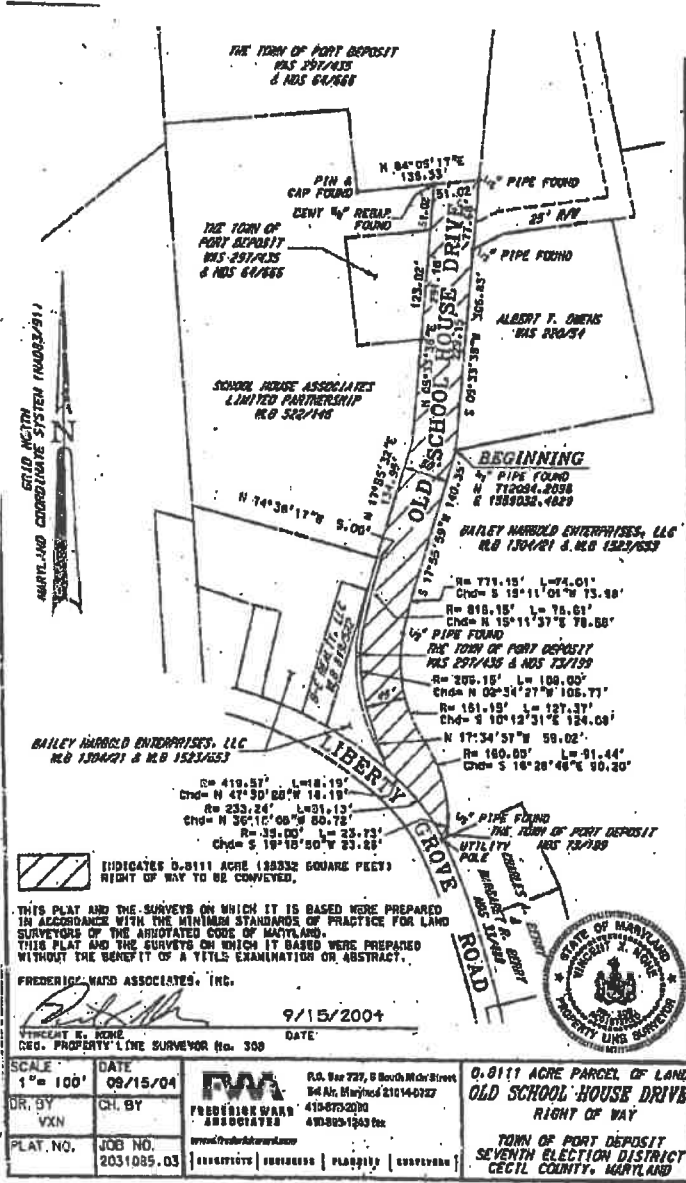
CONTAINING 0.8111 acre (35332 square feet) of land, more or less.

BEING a part of that tract or parcel of land conveyed by Port Deposit Associates to School House Associates by a deed dated December 8, 1994 as recorded among the land records of Cecil County in Liber WLB 522, folio 146.

SUBJECT, however, to the following: (1) the reservation by School House Associates Limited Partnership, its successors and assigns, of a non-exclusive EASEMENT and RIGHT OF WAY over, under and through the property described above (hereinafter referred to as the Right of Way), for purposes of ingress and egress for vehicular and pedestrian traffic, and for installing and maintaining utility lines and appurtenances thereto, for use in common with Bailey Harbold Enterprises, LLC, its successors and assigns, shall become and remain solely responsible for all maintenance of the Right-of-Way, which shall include maintaining, repairing and/or improving the Right-of-Way, e.g. grading, repaving, sealing, patching, drainage and snow removal.



CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0021, MSA_CE55_5280, Date available 05/01/2020, Printed 04/01/2024.



INDICATES 0.8111 ACRE (88332 SQUARE FEET) RIGHT OF WAY TO BE CONVEYED.

THIS PLAT AND THE SURVEYS ON WHICH IT IS BASED WERE PREPARED IN ACCORDANCE WITH THE MINIMAL STANDARDS OF PRACTICE FOR LAND SURVEYS OF THE ANNOTATED CODE OF MARYLAND. THIS PLAT AND THE SURVEYS ON WHICH IT BASED WERE PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION OR ABSTRACT.

FREDERICK WARD ASSOCIATES, INC.

VINCENT E. WARD
 REG. PROPERTY LINE SURVEYOR (No. 308) DATE: 9/15/2004



SCALE: 1" = 100'	DATE: 09/15/04	FREDERICK WARD ASSOCIATES 610, One 727, S South Main Street 84 Ave, Hagerstown 21014-0227 410-670-2000 410-625-1963 fax www.fredward.com	0.8111 ACRE PARCEL OF LAND OLD SCHOOL HOUSE DRIVE RIGHT OF WAY TOWN OF PORT DEPOSIT SEVENTH ELECTION DISTRICT CECIL COUNTY, MARYLAND
DR. BY: VYN	CH. BY:		
PLAT NO. 2031085.03	JOB NO. 2031085.03		

hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

GRANTOR hereby declares and affirms under the penalties of perjury that Grantor is a Maryland entity established or registered more than 90 days prior to settlement, and therefore exempt from the income tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland.

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

WITNESS/ATTEST: BH BEDROCK LLC

[Signature] By: MIA Bedrock LLC, Managing Member
By: [Signature] (Seal)
R. Colfax Schnorf, Jr.
Authorized Person

[Signature] By: Manekin Investment Associates 6 LLC,
Manager
By: [Signature] (Seal)
R. Colfax Schnorf, Jr.
Authorized Person

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 15 day of April, 2020, before me, the subscriber, a Notary Public, personally appeared R. Colfax Schnorf, Jr., and that he, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of Manekin Investment Associates 6 LLC, Manager of MIA Bedrock LLC, and the name of MIA Bedrock LLC, Managing Member of BH BEDROCK LLC, by himself as such Authorized Person, and giving oath under penalties of perjury that the consideration recited herein is correct.

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



[Signature]
Notary Public
My commission expires: 2/10/21

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
James D. O'Connor, Attorney

AFTER RECORDING, PLEASE RETURN TO:
Commercial Title Company, LLC
100 West Road #215
Towson, MD 21204

Tax for 2019 and all prior years have been paid on the property described in the within deed.

f:/Our Files/Settlements/20-CT-4051/240MD Deed LLC-4

Date: 4/27/2020
Cecil County Department of Finance

Cecil County Maryland
Recordation Tax
Amount 412.66.00
Date 4/27/2020
initials mas

Cecil County Transfer Fee Field
Amount 650.
Deed No. 1154
Date 4/27/2020
Clerk mas

CECIL COUNTY CIRCUIT COURT (Land Records) CMN 4590, p. 0023, MSA_CE55_5280, Date available 05/01/2020. Printed 04/01/2024.

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Cecil
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable) Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Dec. 1, Dec. 2

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Name: Cynthia Miller
Firm: Commercial Title Company, LLC
Address: 100 West Road #215, Towson, MD 21204

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

Assessment Use Only - Do Not Write Below This Line
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification

Space Reserved for County Validation

EXHIBIT D

Real Property Data Search ()
Search Result for CECIL COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 006020

Owner Information

Owner Name: ROCK RUN ROAD LLC Use: RESIDENTIAL
Principal Residence:NO
Mailing Address: 101 W CHESAPEAKE AVE Deed Reference: /04590/ 00001
#27746
TOWSON MD 21285-0000

Location & Structure Information

Premises Address: OLD SCHOOLHOUSE DR Legal Description: 42.89 ACRES
PORT DEPOSIT 21904-0000 E/S OLD SCHOOLHOUSE DR,
N OF PORT DEPOSIT

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
0221 2 0032 7010001.08 0000 2024 Plat Ref:

Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
42.8900 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
/

Value Information

	Base Value	Value As of 01/01/2024	Phase-In Assessments	
			As of 07/01/2023	As of 07/01/2024
Land:	181,400	181,400		
Improvements	0	0		
Total:	181,400	181,400	181,400	181,400
Preferential Land:	0	0		

Transfer Information

Seller: BH BEDROCK LLC	Date: 04/28/2020	Price: \$130,000
Type: NON-ARMS LENGTH OTHER	Deed1: /04590/ 00001	Deed2:
Seller: BAILEY HARBOLD ENTERPRISES, LLC	Date: 02/11/2005	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: WLB /01834/ 00247	Deed2:
Seller: HOPKINS, EDGAR PENNEY, ETALS	Date: 01/28/2003	Price: \$225,000
Type: ARMS LENGTH VACANT	Deed1: WLB /01304/ 00021	Deed2:

Exemption Information

Partial Exempt Assessments: Class	07/01/2023	07/01/2024
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00 0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
 Search Result for CECIL COUNTY

View Map View GroundRent Redemption View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 055668

Owner Information

Owner Name: OLD SCHOHOUSE DRIVE LLC Use: RESIDENTIAL
 Principal Residence: NO
 Mailing Address: 101 W CHESAPEAKE AVE Deed Reference: /04590/ 00001
 #27746
 TOWSON MD 21285-0000

Location & Structure Information

Premises Address: OLD SCHOOLHOUSE DR Legal Description: .811 ACRE - R/OW
 PORT DEPOSIT 21904-0000 OLD SCHOOL HOUSE DRIVE
 OFF LIBERTY GROVE ROAD

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 022| 1 | 0244 | 7010009.08 | 0000 | | | | 2024 | Plat Ref:

Town: PORT DEPOSIT

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 35,327 SF 000000

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
 /

Value Information

	Base Value	Value		
		As of 01/01/2024	Phase-in Assessments As of 07/01/2023	As of 07/01/2024
Land:	3,100	3,100		
Improvements	0	0		
Total:	3,100	3,100	3,100	3,100
Preferential Land:	0	0		

Transfer Information

Seller: BH BEDROCK LLC Date: 04/28/2020 Price: \$130,000
 Type: NON-ARMS LENGTH OTHER Deed1: /04590/ 00001 Deed2:
 Seller: BAILEY HARBOLD ENTERPRISES, LLC Date: 02/11/2005 Price: \$0
 Type: ARMS LENGTH MULTIPLE Deed1: WLB /01834/ 00247 Deed2:
 Seller: SCHOOL HOUSE ASSOCIATES LTD Date: 12/16/2004 Price: \$0
 Type: NON-ARMS LENGTH OTHER Deed1: WLB /01800/ 00602 Deed2:

Exemption Information

Partial Exempt Assessments: Class 07/01/2023 07/01/2024
 County: 000 0.00
 State: 000 0.00
 Municipal: 000 0.00|0.00 0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 055706

Owner Information

Owner Name: RACE STREET PD LLC Use: RESIDENTIAL
 Mailing Address: 101 W CHESAPEAKE AVE Principal Residence: NO
 #27746 Deed Reference: /04590/ 00001
 TOWSON MD 21285-0000

Location & Structure Information

Premises Address: LIBERTY GROVE RD Legal Description: .1053 ACRES
 PORT DEPOSIT 21904-0000 LIBERTY GROVE ROAD
 PORT DEPOSIT

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0221	1	0249	7010009.08	0000				2024	Plat Ref:

Town: PORT DEPOSIT

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			4,588 SF	000000

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
							/

Value Information

	Base Value	Value As of 01/01/2024	Phase-In Assessments	
			As of 07/01/2023	As of 07/01/2024
Land:	1,100	1,100		
Improvements	0	0		
Total:	1,100	1,100	1,100	1,100
Preferential Land:	0	0		

Transfer Information

Seller: BH BEDROCK LLC	Date: 04/28/2020	Price: \$130,000
Type: NON-ARMS LENGTH OTHER	Deed1: /04590/ 00001	Deed2:
Seller: BAILEY HARBOLD ENTERPRISES, LLC	Date: 02/11/2005	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: WLB /01834/ 00247	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
 Search Result for CECIL COUNTY

View Map View GroundRent Redemption View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 009437

Owner Information

Owner Name: OWENS ALBERT T Use: RESIDENTIAL
 Principal Residence:NO
 Mailing Address: 4213 PENHURST AVE Deed Reference: /00220/ 00054
 BALTIMORE MD 21215-4835

Location & Structure Information

Premises Address: OLD SCHOOLHOUSE DR Legal Description: 1 ACRE
 PORT DEPOSIT 21904-0000 E/S OLD SCHOOLHOUSE DR.
 N OF PORT DEPOSIT

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 0221 1 0071 7010001.08 0000 2024 Plat Ref:

Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 1.0000 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements

Value Information

	Base Value	Value		
		As of 01/01/2024	Phase-in Assessments As of	
Land:	48,600	48,600	07/01/2023	07/01/2024
Improvements	0	0		
Total:	48,600	48,600	48,600	48,600
Preferential Land:	0	0		

Transfer Information

Seller:	Date:	Price:
Type:	Deed1: /00220/ 00054	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments: Class	07/01/2023	07/01/2024
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00 0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No ApplicationDate:

Real Property Data Search ()
 Search Result for CECIL COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 009461

Owner Information

Owner Name: OWENS ROBERT W Use: RESIDENTIAL
 LOCKETT ESTELLA B ETAL Principal Residence:NO
 Mailing Address: 4213 PENHURST AVE Deed Reference: /00521/ 00128
 BALTIMORE MD 21215-0000

Location & Structure Information

Premises Address: OLD SCHOOLHOUSE DR Legal Description: 1 ACRE
 PORT DEPOSIT 21904-0000 E/S OLD SCHOOLHOUSE DR,
 N OF PORT DEPOSIT

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:
 0221 1 0047 7010001.08 0000 2024 Plat Ref:

Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
 1.0000 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements
 /

Value Information

	Base Value	Value		Phase-In Assessments	
		As of 01/01/2024	As of 07/01/2023	As of 07/01/2024	
Land:	41,400	41,400			
Improvements	0	0			
Total:	41,400	41,400	41,400	41,400	
Preferential Land:	0	0			

Transfer Information

Seller: OWENS, MALCOLM Date: 11/29/1994 Price: \$0
 Type: NON-ARMS LENGTH OTHER Deed1: WLB /00521/ 00128 Deed2:
 Seller: Date: Price:
 Type: Deed1: Deed2:
 Seller: Date: Price:
 Type: Deed1: Deed2:

Exemption Information

Partial Exempt Assessments: Class 07/01/2023 07/01/2024
 County: 000 0.00
 State: 000 0.00
 Municipal: 000 0.00|0.00 0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Real Property Data Search ()
 Search Result for CECIL COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 07 Account Number - 026854

Owner Information

Owner Name: MAYOR & COUNCILMEN OF THE TOWN OF PORT DEPOSIT Use: EXEMPT COMMERCIAL NO
 Mailing Address: 64 S MAIN ST Principal Residence: NO
 PORT DEPOSIT MD 21904-1726 Deed Reference: /00297/ 00435

Location & Structure Information

Premises Address: OLD SCHOOLHOUSE DR Legal Description: 3.135 ACRE COMMUNITY CENTER PORT DEPOSIT

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
022I	1	0060	17082.08	0000				2024	Plat Ref:

Town: PORT DEPOSIT

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1900	3,856 SF		3.1400 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		MULTI-PURPOSE SCHOOL BUILDING	/	C3			

Value Information

	Base Value	Value	Phase-In Assessments	
		As of	As of	As of
		01/01/2024	07/01/2023	07/01/2024
Land:	87,800	87,800		
Improvements	216,400	210,000		
Total:	304,200	297,800	304,200	297,800
Preferential Land:	0	0		

Transfer Information

Seller:	Date:	Price:
Type:	Deed1: /00297/ 00435	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	610	304,200.00	297,800.00
State:	610	304,200.00	297,800.00
Municipal:	610	304,200.00 297,800.00	304,200.00 297,800.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

EXHIBIT E

2010 Cecil County Comprehensive Plan

Map 3.3: Future Land Use

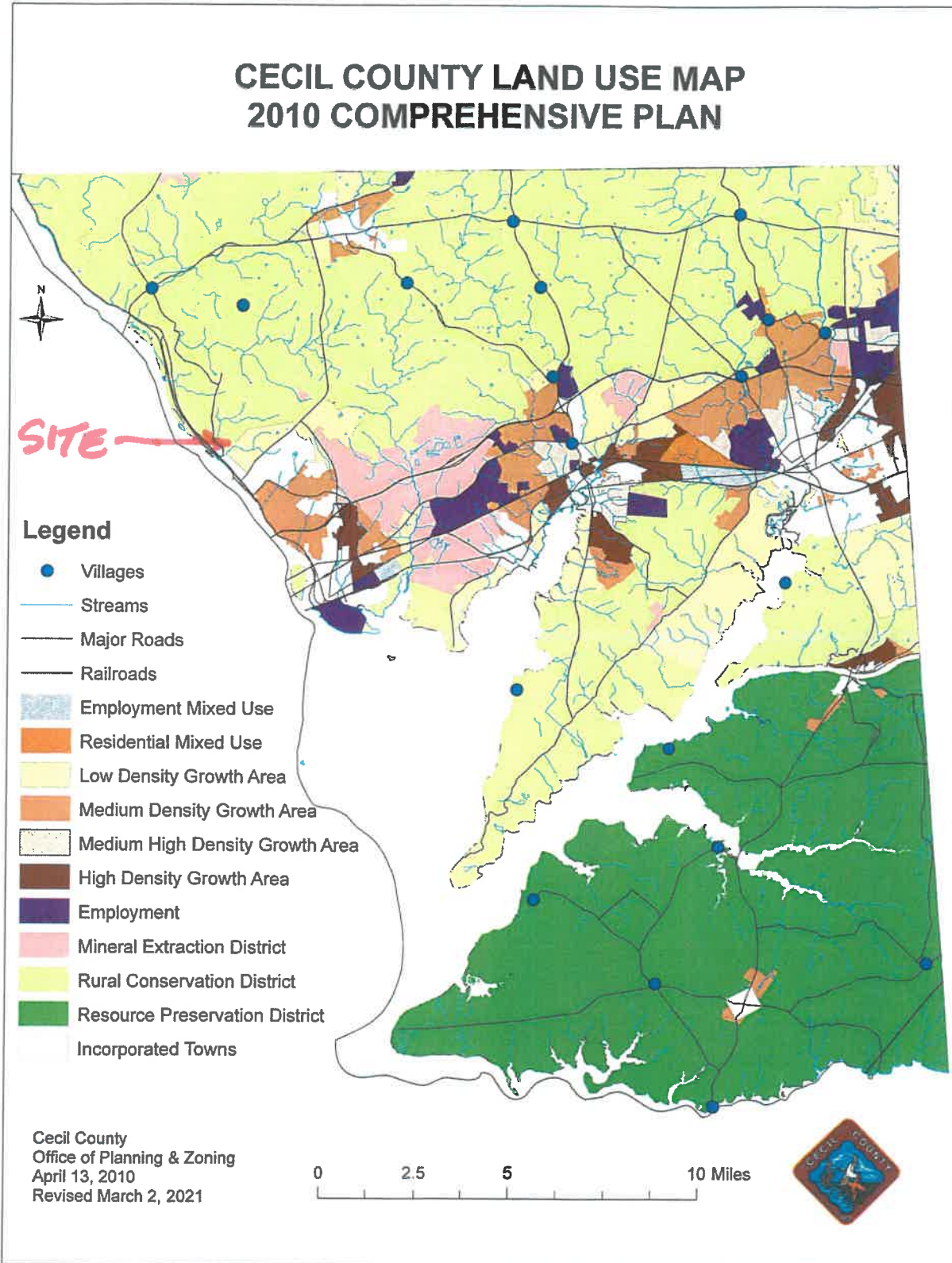


EXHIBIT F

- **Encourage redevelopment of vacant and blighted properties.**
Properties that have fallen into disrepair or are vacant hold back the potential of Port Deposit to achieve its vision. The Town is very interested in seeing properties along North Main Street be rehabilitated or redeveloped. Resiliency efforts are critical to successful redevelopment activity on North Main Street due to it being flood prone. In addition, simplifying the land development process and updating historic preservation requirements are important activities needed to encourage the redevelopment of vacant and blighted properties.
- **Encourage sustainable building design practices and allow for sustainable energy projects within the zoning code where appropriate.**
Opportunities for solar, geothermal, and wind energy generation are increasingly available on a small scale and may be appropriate to parts of Port Deposit. The Town zoning code should be updated to make clear that certain sustainable energy projects are acceptable within town limits and that sustainable building design practices are encouraged for new construction and rehabilitation projects.

4.5 Future Land Use Map

Due to the small size of Port Deposit, the Town's land use categories and zoning districts are essentially the same, although the zoning code contains far greater detail on acceptable uses and design standards. The proposed land use plan incorporates the objectives described above to eliminate the Marine Commercial (MC) zoning district, establish new districts Waterfront Mixed Use (WMU) and Parks and Open Space (POS), and generally align upland municipal growth areas with the County's Suburban Transition and Employment Mixed Use zoning categories as shown in Figure 6.

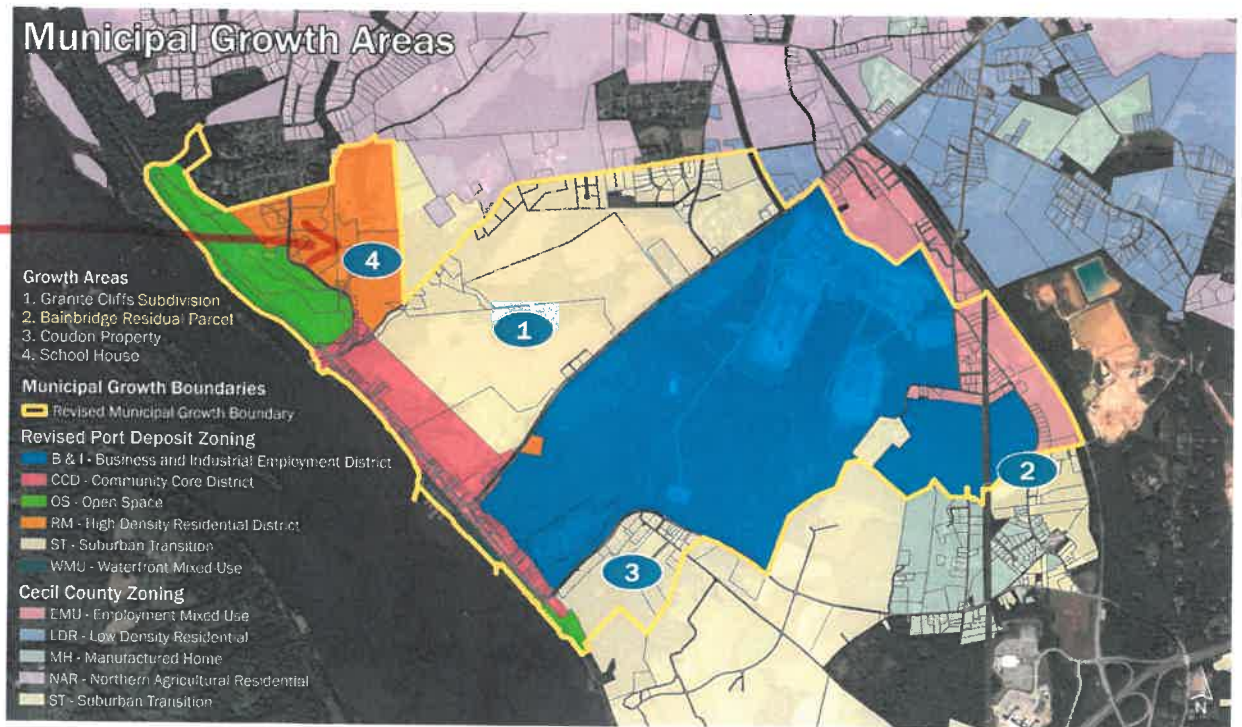


FIGURE 6. PROPOSED PORT DEPOSIT LAND USE/ZONING AND MUNICIPAL GROWTH BOUNDARY.

Resolution Exhibit 2

**Town of Port Deposit
Annexation Resolution 06-2024
for Rock Run Road, LLC and Owens Properties**

Annexation Agreement

DRAFT – FOR INTRODUCTION ON 9/3/24

**ANNEXATION AGREEMENT FOR
TOWN OF PORT DEPOSIT ANNEXATION RESOLUTION 06-2024**

44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY

THIS ANNEXATION AGREEMENT (“Agreement”), dated this ___ day of _____, 202_, by and between Rock Run Road, LLC (hereinafter “Petitioner”), and the Town of Port Deposit, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter “the Town”). Petitioner, Old Schoolhouse Drive, LLC and Race Street PD, LLC on the one hand, and the Town on the other, shall collectively be referred to as “the Parties”. Petitioner, Old Schoolhouse Drive, LLC and Race Street PD, LLC shall collectively be referred to as “Owners/Petitioner”.

Commented [TM1]: Note: If the Owens consent to the annexation or join it, the Town and Owens will have to decide whether to include the Owens as parties.

WHEREAS, Petitioner has filed a petition with the Town (hereafter “Petition”) to annex into the Town multiple parcels of land, some owned in fee simple by Owners/Petitioner, and two owned by Robert Owens, *et al.*, for placement into the Town’s High Density Residential District RM zoning district, as follows: 44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, (ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*,

MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY (collectively hereafter, “the Property”), adjacent to the existing corporate boundaries of the Town, and as more particularly shown on the Annexation Plat titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the TOWN OF PORT DEPOSIT Located on Rock Run Road Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland“ attached to and made Exhibit A to the Petition, and described by metes and bounds in Exhibit B to the Petition; and

WHEREAS, Petitioner filed the Petition with the Town pursuant to the Maryland Code, Local Government Article (“LG”), Section 4-404 seeking annexation of the Property into the Town; and

WHEREAS, the Petition was determined to be in proper form and compliant with the Maryland Code by the attorney for the Town; and

WHEREAS, Annexation Resolution No. 06-2024 (hereinafter “the Resolution”) was introduced at the regular Town Council meeting held on September 3, 2024; and

WHEREAS, the Resolution was thereupon referred to the Town’s Planning Commission for review and recommendations; and

WHEREAS, the Town Planning Commission reviewed the proposed annexation and proposed zoning of the Property on September 26, 2024, and has recommended to the Mayor and Town Council that this Resolution be _____; and

WHEREAS, pursuant to LG, Section 4-415, Town Staff prepared an Annexation Plan, which was adopted by the Town Council at its regular meeting on November 5, 2024, which was then, pursuant to LG, Section 4-415(f), provided to the County Council of Cecil County, the

Cecil County Planning Department, and the Maryland Planning Department for review and comment; and

WHEREAS, after publication of public notice at least four (4) times at not less than weekly intervals in at least one newspaper of general circulation in the Town, and in the area to be annexed, in accordance with the LG, Section 4-406 and the Town Code, and after a copy of such public notice was provided to the Maryland and Cecil County Planning Departments, a public hearing was conducted in the Town on January 7, 2025, which was no sooner than fifteen (15) days after the final required publication of the public notice, in order to receive public comment, at which representatives of the Maryland and Cecil County Planning Departments were given first opportunity to be heard, and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, the Town Council considered and conditionally approved the Resolution on January 21, 2025, subject to certain conditions set forth in the Resolution, as amended, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the Parties deem to be good and sufficient, the parties do hereby agree as follows:

1.0 Definitions.

1.1 “Agreement” shall mean this Annexation Agreement.

1.2 “Effective Date” shall mean the date that the annexation shall become effective, which shall be the later of the following to occur: (1) the 46th day after enactment of this annexation (*i.e.*, on March 8, 2025) if no proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, or (2) the approval of the

annexation upon referendum if a proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, and (3) the Cecil County Council expressly approving, pursuant to LG, Section 4-416(b), the placement of the Property into the Town’s High Density Residential District RM zoning district.

1.3 “Maryland Code” shall mean the Code of the State of Maryland.

1.4 “Mayor” shall mean the Mayor of the Town of Port Deposit.

1.5 “Nonconforming use” for the purposes of this Agreement shall mean a use of a building or of land lawfully existing at the time of the effective date of this Agreement and of the annexation to which this Agreement relates but which does not conform with the use regulations as set forth in the Zoning Chapter in the Town Code for the zone in which the building or land is located.

1.6 “Owner” or “Petitioner” shall mean Rock Run Road, LLC.

1.7 “Parties” shall mean the Owners/Petitioner and the Town.

Commented [TM2]: Same comment as above about Owens’ consent/joinder.

1.8 “Petition” shall mean the petition for annexation of the Property resulting in Annexation Resolution No. 06-2024 introduced on September 3, 2024 before the Town Council of the Town of Port Deposit.

1.9 “Plat of Annexation” shall mean the plat attached as Exhibit A to the Petition showing the boundaries of the Property titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the TOWN OF PORT DEPOSIT Located on Rock Run Road Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland”.

1.10 “Property” shall mean 44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079

ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, (ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY (collectively hereafter, “the Property”), adjacent to the existing corporate boundaries of the Town, and as more particularly shown on the Annexation Plat titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the TOWN OF PORT DEPOSIT Located on Rock Run Road, Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland“ attached to and made Exhibit A to the Petition, and described by metes and bounds in Exhibit B to the Petition.

1.11 “Resolution” shall mean Annexation Resolution No. 06-2024 introduced on September 3, 2024 before the Town Council of the Town of Port Deposit, and shall include any and all amendments thereafter made and approved and adopted by the Town Council on January 21, 2025.

1.12 “Town” shall mean the Town of Port Deposit, a municipal corporation organized under the laws of the State of Maryland.

1.13 “Town Code” shall mean the Code of the Town of Port Deposit.

1.14 “Town Council” shall mean the Town Council of the Town of Port Deposit.

1.15 “Town Taxes” shall mean the Town’s municipal real estate taxes.

1.16 “Zoning Classification” shall mean the zoning classification under Town Code for the Property that will apply upon annexation – the Town’s High Density Residential District RM zoning district.

1.17 “Zoning Waiver” shall mean the County Council of Cecil County granting a zoning waiver pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District RM zoning district.

2.0 Recitals.

2.1 The recitals set forth above are incorporated herein and made a part hereof as though fully set forth.

3.0 Conditions and Effective Date.

3.1 This Agreement is expressly conditioned upon the passage and approval of the Resolution and this Agreement by the Town Council, expiration of all referendum periods pursuant to LG, Section 4-408, or approval of the Resolution and the terms of this Agreement by referendum, and execution of this Agreement by Owners/Petitioners.

3.2 Annexation, and thus this Agreement, is conditioned as follows:

3.2.1. As a condition to annexation, Petitioner, its successors and assigns, shall pay the costs of any required advertising of this Resolution, as well as any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town’s administrative costs and overhead. Payment by Petitioner of any outstanding balance within thirty (30) days of receipt by Petitioner of final accounting is a condition of annexation. Failure to make payment within thirty (30) days, with

the expressed written waiver and/or extension by Town Staff, shall cause annexation to be null and void.

3.2.2. The County Council of Cecil County (hereafter “the County”) granting a zoning “waiver” pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District (RM) (hereafter “the Zoning Waiver”). If the County denies or fails to grant the Zoning Waiver, annexation of the Property shall be null and void, unless this condition is expressly waived by the Town Council.

3.2.5. As a condition to annexation, Owners/Petitioner shall execute this Annexation Agreement within thirty (30) days of the date of conditional approval of this Resolution, unless expressly waived or extended in writing upon the affirmative vote of a majority of the Town Council, or annexation shall be null and void.

3.2.6 Extension of sanitary sewer by Cecil County, Maryland sufficient for the housing density proposed for development of the Property, extension and allocation of water service by Artesian sufficient for the housing density proposed for development of the Property, and storm drain lines, streets, curbs, gutters, and other public improvements as may be applicable, subject to the terms set forth in the Resolution and in this Annexation Agreement, subject to applicable provisions of the Town Code and other applicable provisions of law, and subject to development plan review and Public Works Agreement as may be applicable and

approved by the Town Planning Commission and/or the Town Council, Cecil County and/or the Town.

3.3 This Agreement shall become null and void *ab initio*, even if executed by one or more of the Parties, if for any reason the Resolution does not become effective and/or the Resolution or any part of this Agreement is stricken, voided or held in any manner invalid by a court of competent jurisdiction, or if one or more of the conditions to the Resolution and this Annexation Agreement are not timely fulfilled absent a written waiver of such condition by the Town upon the vote of a majority of the Town Council.

3.4 Annexation shall not become effective until the Effective Date.

3.6 This Agreement shall be recorded among the Land Records of Cecil County, Maryland at Petitioner's sole cost, and at no cost or expense to the Town.

3.7 Any condition to annexation not timely met, unless waived in writing by the Town, shall cause the adoption of this Resolution and the Annexation to become null and void, unless waived and/or extended in writing upon the affirmative vote of a majority of the Town Council. Time shall be of the essence.

3.8 Any condition, term or provision contained in the Petition not set forth as a term or condition of the annexation in the Resolution or in this Agreement, or which is contrary to or inconsistent with any condition, term or provision in the Resolution, in this Agreement, or in the Town Code, unless otherwise expressly waived in the Resolution or this Agreement, are null and void.

4.0 Zoning and Town Code Compliance.

4.1 The Property, simultaneously with the Effective Date of its annexation into the corporate boundaries of the Town, shall be zoned High Density Residential District RM.

4.2 All current and future uses of the Property shall upon the Effective Date of the annexation be governed, regulated and limited by the provisions of the Town Code applicable to the Town's High Density Residential District RM, except as set forth below:

4.2.1 Nonconforming uses shall be allowed to continue but shall not be allowed to expand, except in accordance with the Town Code, and shall further be subject to the provisions of the Town Code relating to discontinuance and substitution of nonconforming uses as set forth in the Town Code.

4.2.2 Lots of record which exist and are developed or improved as of the effective date of this Agreement and the annexation to which it relates which do not fulfill the Town's regulations for the minimum lot area and/or width for the zone in which they are located shall be legal lots of record pursuant to the Town Code, except that any future subdivision, re-subdivision, development or improvements to the Property, shall be required to comply with all applicable provisions of the Town Code, including but not limited to lot dimensions, setbacks, lot sizes, road frontages, *etc.*

5.0 Development.

5.1 All future subdivision, re-subdivision, or development of the Property or any portion thereof shall be subject to all applicable subdivision regulations, design standards, rules, regulations, and ordinances of the Town, and any other applicable laws of the State of Maryland in force from time to time. The development of parcels and the construction of public improvements in the area to be annexed by Owner shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance the Town Code, and the construction of public improvements shall be subject to site plan approval, and may if

applicable be subject to adequate public facilities review and approval, and a Public Works Agreement entered into with the Town and approved by the Town Council.

5.3 **[Intentionally left blank]**

5.4 Development of the Property shall be subject to all applicable stormwater management regulations of the State of Maryland, Cecil County, Maryland and of the Town.

5.5 **INSERT ANY ADDITIONAL CONDITIONS OF DEVELOPMENT.**

6.0 Municipal Taxation.

6.1 Municipal real estate taxes (hereinafter referred to as "Town taxes") shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the Effective Date of the annexation, and shall be subject to reassessment thereafter as to each improved lot in accordance with applicable provisions of the Maryland, County and Town Codes.

7.0 Police and Fire Service.

7.1 Upon the effective date of the Annexation Resolution, the Property will receive police service coverage and fire service coverage in the same manner as other properties in the Town.

8.0 Streets and Roads; Sidewalks, Curbs and Gutters.

8.1 Any and all road improvements pursuant to any future development of the Property shall adhere to applicable State, County and/or Town road construction standards in terms of thickness, curb, gutter and sidewalk, unless otherwise agreed to in the development plan review process. All such road improvements and respective rights of way, when completed, shall be dedicated and/or conveyed by Owner as reflected in the final approved development plans, and if applicable upon final inspection and acceptance by the governing authorities.

8.2 **INSERT ANY ADDITIONAL PROVISIONS TO ROAD**

IMPROVEMENTS.

9.0 Trash, Garbage and Recycling Service.

9.1 Upon improvement of the Property, and issuance of the first Zoning and Use and Occupancy Certificates, the Town will provide trash and recycling services to the improved lots within the Property, as it provides for residential properties within the limits of the Town, by adding them to the Town's trash and recycling contract. The Owners of the improved lots or parcels comprising the Property shall be charged the service fees of the trash and recycling services provided on the real property tax bill each year for each such lot or dwelling.

10.0 Water and Sewer Service.

10.1 Provided such extensions are requested under the terms outlined herein, approval of any and all development plans for the Property shall be conditioned upon Cecil County approving extension and allocation of sufficient sewer capacity from its waste water treatment facilities for the housing density proposed for development of the Property, and conditioned upon Artesian extending and allocating water service for the Property sufficient for the housing density proposed for development of the Property. Extension of sanitary sewer and water service to the Property shall be in accordance with and subject to all State, County and/or local regulations governing the allocation of public sewer and water service, as amended from time to time. All taps fees and design costs for extension of sanitary sewer and water service extensions to the Property shall be the sole obligation of Petitioner and/or owners requesting the same. All engineering plans will be submitted to the Town for review and approval

10.2 Owners/Petitioner understand and agree that Owners/Petitioner, or their successors in interests or developers, shall be responsible for any and all impact fees, fees in lieu

of, hook-up fees, connection fees, or other fees and costs as currently required by the Town's Ordinances, Rules and Regulations.

10.3 Owner and the Town acknowledge that the Water and Sewer Master Plan maps may need to be amended to add the Property or a portion thereof to the immediate service area as a condition to approval of final development plans.

11.0 General Miscellaneous Provisions.

11.1 This Agreement may be signed in counterparts.

11.2 This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

11.3 This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed.

11.4 This Agreement may not be modified except either in a written agreement signed by the parties or their successors in interest or by means of an amendment to the Town Code. Waiver of conditions to annexation may only be waived by the Town in writing. Time shall be of the essence.

11.5 In the event of a dispute between the Parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed upon by the Parties, or if unable to agree, assigned by the American Arbitration Association.

11.6 In any lawsuit between or among the Parties arising out of this Agreement, the Parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any

dispute between the parties regarding this Agreement shall be the Circuit Court for Cecil County, Maryland. Should the Town prevail in any such dispute or suit, Owners/Petitioner shall reimburse the Town for its reasonable attorneys' fees and costs of litigation.

11.7 The provisions of this Agreement shall be covenants and/or restrictions on the lots or parcels of land making up the Property which shall run with the land in perpetuity and shall be binding upon all record Owner or other persons holding any right, title or interest in the Property, or any lots or parcels thereof upon subdivision, as well as any and all of their heirs, assigns, personal representatives, administrators, executors, guardians, legatees, grantees and successors-in-interest and shall run with each of their respective lots or parcels.

11.8 Owners/Petitioner hereby agree to indemnify, defend, reimburse the Town its reasonable attorneys' fees or costs of litigation, and shall hold harmless the Town of and from any and all claims or suits brought or filed by any third party challenging the legality of the annexation, the Petition, the Resolution and/or this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

**ROCK RUN ROAD, LLC
OLD SCHOOLHOUSE DRIVE, LLC
RACE STREET PD, LLC**

By: _____ (SEAL)
_____, _____

Date

**STATE OF MARYLAND
COUNTY OF _____**

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be _____, who represented himself to be the _____ of Rock Run Road, LLC, Old Schoolhouse Drive, LLC and Race Street PD, LLC, and did on behalf of said entity execute the foregoing instrument on its behalf, and acknowledged that he executed the same for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

WITNESS:

TOWN OF PORT DEPOSIT

By: _____(SEAL)
Wayne Tome, Jr., Mayor

Date

**STATE OF MARYLAND
COUNTY OF CECIL**

I HEREBY CERTIFY, that on this _____day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared Wayne Tome, Jr., known to me (or satisfactorily proven) to be the Mayor of the Town of Port Deposit named in the foregoing instrument, and acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

Reviewed and approved as to legal sufficiency this ___ day of _____, 2025.

Thomas McCarron, Town Attorney