

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2022, Legislative Day No. 14

Resolution No. 27-22

Introduced by Ms. Rodvien, Chair  
(by request of the County Executive)

By the County Council, July 5, 2022

1 RESOLUTION approving the terms and conditions of the acquisition of real properties  
2 in Pasadena, Maryland from Dynasplint Holdings, LLC, utilizing funds from the Advance  
3 Land Acquisition Capital Project

4  
5 WHEREAS, § 8-3-101(a) of the County Code empowers the County Executive to  
6 purchase real property by agreement or eminent domain if an adequate  
7 appropriation has been made by the County Council; and

8  
9 WHEREAS, § 8-3-101(d)(2) requires that each agreement for the purchase of real  
10 property utilizing funds from the Advance Land Acquisition Capital Project,  
11 Project No. C106700 (“Advance Land Acquisition Capital Project”), shall be  
12 contingent upon approval of the purchase by resolution of the County Council; and

13  
14 WHEREAS, § 8-3-101(d)(2) further provides that, prior to approval of the purchase  
15 by resolution, the County Council shall require an independent appraisal, an  
16 environmental study, and a feasibility study for the property being purchased; and

17  
18 WHEREAS, the County Executive intends to utilize funds from the Advance Land  
19 Acquisition Capital Project to purchase a single 2.42 acre parcel located at 8300  
20 Ritchie Highway and a nearby block of land comprised of fourteen (14) separate  
21 contiguous parcels totaling 12.12 +/- acres located along Ritchie Highway, as more  
22 fully described in Exhibit A attached hereto (collectively, the “Property”), from  
23 Dynasplint Holdings, LLC (the “Seller”); and

24  
25 WHEREAS, the County’s independent real estate appraisal estimates the combined  
26 estimated market value of the Property to be Eight Million Five Hundred Seventy-  
27 Five Thousand Dollars (\$8,575,000); and

28  
29 WHEREAS, in accordance with § 8-3-101(d)(2), the Department of Public Works  
30 conducted an environmental assessment and a feasibility study for the Property;  
31 and

32  
33 WHEREAS, the County Executive has determined that the Property is needed for  
34 public use in that the County intends to construct a fire equipment maintenance  
35 facility on the Property, and that acquisition of the Property for the sum of Eight  
36 Million Five Hundred Thousand Dollars (\$8,500,000) to be paid from the Advance  
37 Land Acquisition Capital Project, pursuant to the terms and conditions of the

1 Agreement of Sale, attached to hereto as Exhibit B (“Agreement of Sale”), would  
2 be in the best interests of the County; now, therefore, be it

3


4 *Resolved by the County Council of Anne Arundel County, Maryland, That, in*  
5 *accordance with § 8-3-101(d)(2), it approves the acquisition of the Property pursuant to the*  
6 *terms and conditions of the Agreement of Sale; and be it further*

7

8 *Resolved, That a copy of this Resolution be sent to County Executive Steuart Pittman.*

READ AND PASSED this 18<sup>th</sup> day of July, 2022.

By Order:

  
Laura Corby  
Administrative Officer

I HEREBY CERTIFY THAT RESOLUTION NO. 27-22 IS TRUE AND CORRECT AND DULY  
ADOPTED BY THE COUNTY COUNCIL OF ANNE ARUNDEL COUNTY.


  
Lisa D. B. Rodvien  
Chair

EXHIBIT A

Property Location and Description of Dynasplint Holdings LLC

Location	Tax ID	Acreage	Account Identifier
8300 Ritchie Highway, Pasadena, MD 21122	03-000-09158800	2.42	Map - 23, Grid - 4 Parcel - 37
8316 Ritchie Highway, Pasadena, MD 21122	03-000-00646800	1.39	Map - 23, Grid - 4 Parcel - 40, Lot - 4 and 1.09 ac., +/-
8318 Ritchie Highway, Pasadena, MD 21122	03-667-29210000	0.21	Map - 23, Grid - 4 Parcel - 39, Lot - 1
8320 Ritchie Highway, Pasadena, MD 21122	03-667-21115000	0.16	Map - 23, Grid - 4 Parcel - 39, Lot - 2
8322 Ritchie Highway, Pasadena, MD 21122	03-667-05728800	0.16	Map - 23, Grid - 4 Parcel - 39, Lot - 3
Ritchie Highway, Pasadena, MD 21122	03-667-90061405	0.31	Map - 23, Grid - 4 Parcel - 39, Lots - part of 4 and 5
8330 Ritchie Highway, Pasadena, MD 21122	03-667-19697000	2.34	Map - 23, Grid - 4 Parcel - 39, Lots - 6 and D
8334 Ritchie Highway, Pasadena, MD 21122	03-667-08929930	0.17	Map - 23, Grid - 4 Parcel - 39, Lot - 7
8336 Ritchie Highway, Pasadena, MD 21122	03-667-12873950	0.26	Map - 23, Grid - 4 Parcel - 39, Lots - 8 and one-half of 9
8338 Ritchie Highway, Pasadena, MD 21122	03-667-031154450	0.26	Map - 23, Grid - 4 Parcel - 39, Lots - 10 and one-half of 9
Ritchie Highway, Pasadena, MD 21122	03-667-01273300	0.32	Map - 23, Grid - 4 Parcel - 39, Lots - 11 and 12
8344 Ritchie Highway, Pasadena, MD 21122	03-634-01274000	0.41	Map - 23, Grid - 4 Parcel - 592, Lot - 41
Ritchie Highway, Pasadena, MD 21122	03-634-90011317	0.54	Map - 23, Grid - 4 Parcel - 34
8 W Arcada Road, Pasadena, MD 21122	03-667-32843075	1.40	Map - 23, Grid - 4 Parcel - 39, Lots - A, B, and C
10 W Pasadena Road, Pasadena, MD 21122	03-000-90011316	4.20	Map - 23, Grid - 4 Parcel - 454
Alleys and South Arcade	n/a		All right, title and interest held by MIDS HOLDING LLC in and to the alleys and South Arcade, shown on the plat of Pasadena Annex to the West and South of Governor Ritchie Highway (MD 2) shown on the plat of Pasadena Annex, Plat No. 569, in Plat Book 10 page 30 recorded among the Land Records of Anne Arundel County on November 1, 1937 by virtue of the Consent Order dated August 3, 2010 by the Circuit Court of Anne Arundel County in Case # 02-C-10152040.

Department of Public Works  
Anne Arundel County, Maryland  
2660 Riva Road  
Annapolis, MD 21401

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** (“Agreement”), made this 3rd day of May, 2022, by and between **DYNASPLINT HOLDINGS, LLC** (hereinafter collectively called "Seller") and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter called "Purchaser").

**WHEREAS**, the Seller is the owner of all that property located in Anne Arundel County, Maryland, as more fully described in Exhibit “A” (collectively, the “Property”), attached hereto and made a part hereof; and

**WHEREAS**, the Purchaser desires to purchase the Property to construct a Fire Equipment Maintenance Facility; and

**WHEREAS**, the funds for the acquisition of the Property will come from the Advanced Land Acquisition Capital Project No. C106700.

**NOW THEREFORE WITNESSETH:** That for and in consideration of mutual covenants and promises herein made by the parties, the above recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy and accept from Seller the Property under the terms and conditions set forth in this Agreement of Sale.

2. The total purchase price for the Property shall be Eight Million Five Hundred Thousand and 00/100 Dollars (\$8,500,000) (“Purchase Price”) with settlement on or before September 30, 2022, contingent on the following:

(a) Satisfactory results of the tests and studies, in Purchaser’s sole discretion, as provided under Paragraph 10 of this Agreement.

(b) Sufficient appropriation and authorization by Anne Arundel County for the purchase price of the Property and any deposits, including approval of the County Council (for funds from the Advanced Land Capital Acquisition Project) as may be required.

3. Within forty-five (45) business days after the full execution of this Agreement, the Purchaser shall deposit with a title company of Purchaser’s choice (“Title Company”) as escrow agent, a wire transfer, check, or Letter of Credit in the amount of Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000) (the “Deposit”) to be held by such agent pending settlement, as hereinafter defined. The Deposit shall be non-refundable provided 1) Anne Arundel County Council approves and authorizes the purchase price, including any deposits, pursuant to Paragraph 2(b), and 2) the County has not terminated this Agreement pursuant to Paragraph 10 hereof. In the event the Anne Arundel County Council does not approve and authorize the purchase price, including the Deposit, pursuant to Paragraph 2(b), or if the County terminates this Agreement pursuant to Paragraph 10 hereof, the Deposit shall be immediately refundable to the County. All deposits shall be applied to the Purchase Price.

4. Seller shall execute this Agreement of Sale on or before April 22, 2022, after which time execution does not occur, this offer to purchase made by Purchaser to Seller shall be null, void, and of no effect.

(a) Settlement shall be held at a location in Maryland designated by Purchaser. Purchaser shall give Seller at least fourteen (14) days written notice of the date and location of the settlement.

(b) Real estate taxes, general special taxes and rents, annual front foot benefit charges, special assessment tax or other annualized charges of a like nature are to be adjusted to the date of settlement and thereafter assumed by Purchaser.

(c) Settlement costs including any title examination, title insurance, tax certificates, recordation and transfer taxes, if any, are to be paid by Purchaser.

(d) The Purchaser's financial obligations under this Agreement are contingent upon sufficient appropriations and authorization being made by the Anne Arundel County Council for the performance of this Agreement.

5. At the time of settlement, the Seller shall convey a 100% interest in the Property to Purchaser by a fee simple deed with covenants of special warranty and further assurances. Title of the Property shall be good and merchantable, insurable at regular market rates with only such exceptions as expressly agreed to by Purchaser, and free and clear of all liens and encumbrances, except for recorded easements, including, publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

In the event that Seller is unable to convey such title to Purchaser at settlement as required herein (hereinafter called a "Title Defect"), Seller, at Seller's sole expense, shall forthwith, but in no longer than one hundred eighty (180) days with extension of the settlement deadline, take such action as is required to cure Title Defect. In the event Seller is unable to do so within the one hundred eighty (180) day period, Purchaser at Purchaser's sole option may

purchase the Property at the consideration stated in Paragraph 2 with the Title Defect, may extend for a reasonable period the necessary time to complete the action undertaken to clear the Title Defect as required by this paragraph, or may declare this Agreement null, void, and of no effect and upon such declaration, the parties shall have no further rights, responsibilities, obligations, or duties to each other hereunder.

6. Time is of the essence as to the Agreement of Sale.

7. (a) Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement on behalf of each of them possess full legal power to do so and to carry out each and every obligation of this Agreement, and that Seller is capable of transferring good, insurable, and merchantable title.

(b) Seller further represents that there are no leases, licenses, agreements, tenants or occupants that may or will impair or affect Seller's title to this Property or in any way affect or impair Seller's ability to convey this Property or that will affect any right by Purchaser to use and possess the Property after settlement.

8. Until execution and delivery of the deed by Seller to Purchaser, the risk of loss or damage to the Property or any portion thereof shall be assumed by Seller.

9. The Seller makes no representations or warranties as to the condition of the real property or any improvements thereon, and the Purchaser will be receiving the real property "as-is," with all defects which may exist, except as otherwise may be provided in this Agreement of Sale.

10. During the term of the Agreement, Purchaser, at its own expense, shall have the right to cause surveys, title abstracts, boring tests, environmental studies or tests, use feasibility

studies, and such other studies to be made with respect to the Property as Purchaser deems necessary to determine the feasibility of the acquisition of the Property. In connection with the performance of its surveys, tests, abstracts and studies, if the surveys, abstracts, tests, and studies conducted by Purchaser do not permit or warrant in the sole discretion of the Purchaser, or its engineers, architects or consultants, the acquisition and development of the Property, the Purchaser shall have the right, exercisable by written notice given to Seller within one hundred fifty (150) days from the date of this Agreement to terminate this Agreement ("Study Termination Period"). In that event, Purchaser shall be relieved from further liability hereunder for remainder of Property, at law or in equity, except that Purchaser's indemnification and restoration obligations set forth in this Paragraph shall survive the termination. To the extent permitted by law and subject to appropriations, the Purchaser shall indemnify and hold Seller harmless against any damages, liabilities, and claims incurred by Seller as a result of Purchaser's activities upon or with respect to the Property. If the Purchaser terminates this Agreement pursuant to the provisions of this paragraph or any other provision of this Agreement, Purchaser, at its own expense, shall restore any damage to the Property caused by Purchaser making boring tests and other tests and studies, and immediately thereafter vacate. Nevertheless and notwithstanding the foregoing, Seller represents that it has no actual knowledge of any environmental physical condition or dumping on or in the Property rendering the Property unuseable or materially lowering its market value. If dumping or environmental conditions are found by the tests and studies, Seller may, in its sole discretion, mitigate and perform the clean up at their sole cost and expense, the Purchaser and Seller may amend the purchase price to reflect this diminution of value based on the cost to cure or clean up costs, or the Purchaser may



determine in its sole discretion that the site does not warrant use for its facility and this Agreement is null and void and of no effect and Purchaser shall be entitled to a full return of the Deposit.

11. The Seller and Purchaser represent that they have worked exclusively with MacKenzie Commercial Real Estate Services, LLC (the “Broker”) on this transaction. Seller shall be responsible for paying the Broker a commission pursuant to a separate agreement between the Broker and Seller. It is understood and agreed that the Purchaser shall not have any obligation or liability for the payment of any real estate brokerage commission or the Seller’s legal expenses. Should any claim for a commission be established by any broker, agent, consultant or attorney of the Seller, Seller expressly agrees to hold Purchaser harmless with respect thereto.

12. All notices under this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or mailed by registered or certified mail, return receipt requested, as follows:

**IF TO SELLER:**

Dynasplint Holdings, LLC  
770 Ritchie Highway, Suite W-21  
Severna Park, Maryland 21146

**IF TO PURCHASER:**

Anne Arundel County  
Real Estate Division  
2660 Riva Road  
3<sup>rd</sup> Floor  
Annapolis, Maryland 21401

**WITH COPIES TO:**

Office of Law  
2660 Riva Road, 4<sup>th</sup> Floor  
Annapolis, Maryland 21401

The parties shall be responsible for notifying each other of any change of address.

13. This Agreement contains the complete and entire agreement between the parties relating to the Property and no agreement or understanding whether written or oral, not herein contained shall be considered part of this Agreement unless set forth in writing between the parties.

14. The terms and provisions of this Agreement shall survive settlement and the execution and delivery of a deed from Seller to Purchaser and shall not merge therein.

15. If any term, condition or covenant of this Agreement shall be declared invalid or unenforceable the remainder of the Agreement shall not be affected.

16. This Agreement shall be governed by Maryland law and be subject to the exclusive jurisdiction of the courts of Anne Arundel County, Maryland.

17. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns as appropriate.

-Signature pages to follow-

Witness:

\_\_\_\_\_

SELLER:

Dynasplint Holdings, LLC

DocuSigned by:

*George Hepburn*

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

Name: George Hepburn

Title: Managing Director

Date: 4/19/2022

Attest:

\_\_\_\_\_

PURCHASER:

Anne Arundel County, Maryland

DocuSigned by:

*Matthew Power*

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

Matthew Power,  
Chief Administrative Officer for  
Steuart Pittman, County Executive

Date: 5/3/2022

REVIEWED AND APPROVED:

DocuSigned by:

*Chris Phipps*

AD6B66BC475A4E8

Christopher Phipps, Director  
Department of Public Works

4/19/2022

\_\_\_\_\_

Date

DocuSigned by:

*Christine M. Anderson*

0016B3EB50854EB

Christine M. Anderson  
Central Services Officer

4/19/2022

\_\_\_\_\_

Date

APPROVED AS TO SUFFICIENCY AND AVAILABILITY OF FUNDS FOR FY2022 (\$425,000):

DocuSigned by:  
*Karin McQuade FY22* 5/3/2022  
C09022C105334CB...  
Karin McQuade Date  
Controller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
GREGORY J. SWAIN, COUNTY ATTORNEY

DocuSigned by:  
*Christine Neiderer* 4/19/2022  
AC9B0A991E9B491...  
Christine B. Neiderer Date  
Senior Assistant County Attorney

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

All those certain lots of ground situated in Anne Arundel County, Maryland and described as follows:

**Parcel Number 1**

8318 Ritchie Highway; Tax Account No. 03-667-29210000

Being known and designated as Lot No.1, Pasadena Annex, as shown on Plat One, Road A-7 and more particularly described by metes and bounds in a Deed from Helen Frei to T. Russell Stevens and Elsbeth Frei Stevens, his wife, in a Deed recorded in Liber No. 1768 folio 82. The improvements thereon being known as No. 8318 Ritchie Highway.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 421 was granted and conveyed by Park Trail LLC, a Maryland limited liability company unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 2**

8320 Ritchie Highway; Tax Account No. 03-667-21115000

Being known and designated as Lot No. 2, Pasadena Annex as shown on Plat Book No. 10 folio 30 and more particularly described by metes and bounds in a Deed from Estense Casson and Rita B. Flamino, unto Climmith R. Montgomery and Wilda L. Montgomery, his wife in a Deed recorded on April 10, 1959 in Liber No. 1288 folio 520. The improvements thereon being known as No. 8320 Ritchie Highway.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 421 was granted and conveyed by Park Trail LLC, a Maryland limited liability company, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 3**

8322 Ritchie Highway; Tax Account No. 03-667-05728800

Being for the same on the west side of Ritchie Highway as laid out 150 feet wide at a point situate South 27 degrees 37 minutes East 100 feet along the west side of said State Road from its intersection with the North outline of the whole tract of land described in a Deed from Salvatore Arcilesi and wife to Camillo J. Arcilesi, dated March 27, 1946 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No 354 folio 241; running thence from said place of beginning along the west side of the Ritchie Highway, South 27 degrees 37 minutes East 50 feet; thence leaving said road and running South 62 degrees 23 minutes West 150 feet; thence

North 27 degrees 37 minutes West 50 feet; thence North 27 degrees 37 minutes West 50 feet and thence North 62 degrees 23 minutes East 150 feet to the place of beginning. Being and comprising Lot No. 3, on Plat of Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel, in Plat Book No. 10 folio 30. The improvements thereon being known as No. 8322 Ritchie Highway.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 421 was granted and conveyed by Park Trail LLC, a Maryland limited liability company, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 4**

Parts of Lots 4 and 5; Tax Account No. 03-667-90061405

Beginning for the same on the west side of Ritchie Highway as laid out 150 feet wide at a point situated South 27 degrees 37 minutes East 150 feet along the west side of said road where it is intersected by the north outline of the whole tract as described in Deed from Salvatore Arcilesi and Francesca Arcilesi, his wife, to Camillo Joseph Arcilesi and recorded March 28, 1964 among the Land Records of Anne Arundel County, in Liber J.H.H. No. 354 folio 241; and thence running from said place of beginning along the west side of Ritchie Highway, South 27 degrees 37 minutes East 100 feet thence leaving said road and running, South 62 degrees 23 minutes West 150 feet; thence North 27 degrees 37 minutes West 100 feet and thence North 62 degrees 23 minutes East 150 feet to the place of beginning.

Saving and Excepting that portion of said property granted and conveyed unto The State of Maryland by Rose C. Balsamo and Joseph J. Balsamo, recorded among the Land Records of Anne Arundel County, in Liber No. 4556, folio 122.

Being part of Lots 4 and 5, containing approximately .31 acres as shown on in the plat entitled Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 10 folio 30. Situate on Arundel Expressway.

Being part of the same property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 408 was granted and conveyed by Charles H. Weidenhammer, Jr. and Nancy L. Weidenhammer, his wife, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 5**

8330 Ritchie Highway; Tax Account No. 03-667-19697000

Beginning for the first and being Lot D, at the beginning of the land described in a Deed from George A. Novak and wife to Samuel Ready Building Association of Baltimore City, dated April 3, 1993 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 111 folio 142 and running thence with and binding on the outlines of said land reversely North 70

degrees 45 minutes East 170.2 feet to a 10 foot alley as laid out on said plat; thence along the center of said alley in a southeasterly direction 468.6 feet to another 10 foot alley as laid out on said plat; thence along the center of said alley, South 62 degrees 23 minutes West 238.5 feet to a pipe and thence, North 19 degrees 25 minutes West 497.66 feet to the place of beginning.

Being Lot D, as laid out on the Plat of Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 10 folio 30.

Beginning for the second and being known and designated as Lot No. 6, on the Plat entitled, Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 10, folio 30.

Being part of the same property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 408 was granted and conveyed by Charles H. Weidenhammer, Jr. and Nancy L. Weidenhammer, his wife, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 6**

8334 Ritchie Highway; Tax Account No. 03-667-08929930

Being known and designated as Lot No. 7, as shown on the plat entitled, "Pasadena Annex", which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book No. 10, folio 30. The improvements thereon being known as No. 8334 Ritchie Highway.

Being the same lot of ground which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 398 was granted and conveyed by Howard Leroy Reed and Frances A. Reed, his wife, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 7**

8336 Ritchie Highway; Tax Account No. 03-667-12873950

Being known and designated as Lot No. 8 and one-half (1/2) of Lot No. 9, as shown on Plat entitled, Pasadena Annex, the one half (1/2) portion of Lot No. 9, being a part of Lot 9, having a frontage of 25 feet even width throughout its depth and adjacent to Lot No. 8, all as shown on the Plat entitled, Pasadena Annex, which plat is recorded among the Land Records of Anne Arundel County, in Plat Book No. 10, folio 30. The improvements thereon being known as No. 8336 Ritchie Highway.

Being the same lot of ground which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 393 was granted and conveyed by Connie F. Kaiss, formerly known as Connie F. Rockwell, unto MIDS Holding, LLC, the Grantor herein.

**Parcel Number 8**

8338 Ritchie Highway; Tax Account No. 03-667-03154450

Beginning for the same and being known and designated as Lot No. 10 and ½ of Lot No. 9, as shown on the Plat of Pasadena Annex, the ½ portion of Lot No. 9, being a parcel of land having a frontage of 25 feet even width throughout its depth and adjacent to Lot No. 10, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 10 folio 30. The improvements thereon being known as No. 8338 Ritchie Highway.

Being the same lot of ground which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 403 was granted and conveyed by Patricia Jean Kirby unto MIDS Holding, LLC, the Grantor herein.

**Parcel Number 9**

Lots 11 and 12; Tax Account No. 03-667-01273300

Beginning for the same and being known and designated as Lot Nos. 11 and 12, as shown on Plat entitled, Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book No. 10 folio 30.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 386 was granted and conveyed by John L. Kill Kelley and Ellen B. Kill Kelley, Trustees under the Kill Kelley Living Trust dated May 6, 1999, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 10**

8 West Arcada Road; Tax Account No. 03-667-32843075

Beginning for the same at a point situate North 19 degrees 25 minutes West 34.1 feet from the southwest corner of the land described in the outline in the Deed from Salvatore Arcilesi and Francesca Arcilesi, his wife, to Camillo Joseph Arcilesi, dated March 27, 1946 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 354 folio 241 (said place of beginning being on the easternmost right of way line of the land owned by the Baltimore and Annapolis Shortline Railroad where it is intersected by the northwest side of south Arcada Road 30 feet wide as shown on said plat) and running thence from said place of beginning along the northwest side of south Arcada Road North 42 degrees 11 minutes East 293.46 feet to the west side of a 10 foot alley there laid out parallel to the Ritchie Highway, thence binding on said 10 foot alley with the use thereof in common, South 62 degrees 23 minutes West 235 feet more or less to intersect the easternmost right of way of the land owned by Baltimore and Annapolis Shortline Railroad thence binding on said right of way, South 19 degrees 25 minutes East 283.56 feet to the place of beginning. Being known as Lots A, B, and C, as shown on the Plat entitled Pasadena Annex, which Plat is recorded among the Land Records of Anne Arundel County, in



Plat Book No. 10, folio 30. The improvements thereon being known as No. 8 West Arcada Road.

Being the same lot of ground which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 414 was granted and conveyed by Paul H. Weishaar and Thelman V. Weishaar, his wife, unto MIDS Holding, LLC, the Grantor herein.

**Parcel Number 11**

8344 Ritchie Highway; Tax Account No. 03-634-01274000

Being for the same at an iron pipe set on the southwesterly side of the Governor Albert C. Ritchie Highway leading from Baltimore to Annapolis, said pipe being in the third course or the South 37 degrees West 610.5 foot line of the description contained in a Deed dated January 3, 1929 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 48, folio 25 whereby the land was conveyed by Jacob G. Wade and wife to Herbert M. Bauer and wife, said pipe being also distant North 38 degrees 35 minutes East 499.95 feet from the end of the said third course and running thence along said Highway, South 28 degrees 05 minutes East 130.00 feet to another iron pipe, thence leaving said Highway and running at right angles thereto across the land for 137.73 feet to an iron pipe; thence running still across the land of the grantor and parallel with the first line in this description, North 28 degrees 05 minutes West 70.59 feet to an iron pipe set in said mentioned third course in the conveyance from Wade to Bauer; thence running with said third course, corrected for variation, North 38 degrees 35 minutes East 150 feet to the point of beginning. Containing 0.41 acres of land more or less, according to survey made by T.T. Pantaleo Surveyor, May, 1938. The improvements thereon being known as No. 8344 Ritchie Highway.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 386 was granted and conveyed by John L. Kill Kelley and Ellen B Kill Kelley, Trustees under the Kill Kelley Living Trust dated May 6, 1999, unto MIDS Holding LLC, the grantor herein.

**Parcel Number 12**

0.541 acres on Ritchie Highway; County Tax Account No. 03-634-90011317

Beginning for the same on the southwestmost right of way line of Governor Ritchie Highway at the end of the first line of the land described in the Deed from Herbert M. Bauer and Daisy Bauer, his wife to Herbert M. Bauer, Jr. and Dorothy Bauer, his wife, dated May 26, 1938 and recorded among the Land Records of Anne Arundel County, in Liber F.A.M. 179 folio 494; thence from the said beginning point running with the said southwestmost right of way line of the Governor Ritchie Highway South 28 degrees 05 minutes East 100.00 feet; thence leaving the said Highway and running South 61 degrees 55 minutes West 143.73 feet to intersect the third

line of the land of the land described in the Deed from Jacob G. Wade and Lois Wade, his wife, to Herbert M. Bauer and Daisy E. Bauer, his wife, dated January 3, 1929 and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 48 folio 25; thence running, reversely, with part of the said third line, North 38 degrees 35 minutes East 67.8 feet to the end of the third line of the land described in the first above mentioned deed; thence leaving the said third line of the land conveyed by Wade to Bauer and running, reversely, with the third and second lines of the land described in the first above mentioned Deed, South 28 degrees 05 minutes East 70.59 feet, North 61 degrees 55 minutes East 137.73 feet to the place of beginning. Containing 0.541 acres of land more or less on Ritchie Highway.

Being part of the property which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber 19093, folio 386 was granted and conveyed by John L. Kill Kelley and Ellen B. Kill Kelley, Trustees under the Kill Kelley Living Trust dated May 6, 1999, unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 13**

10 West Pasadena Road; Tax Account No. 03-000-90011316

Beginning for the first at a pipe on the westerly right of way line of Maryland Route 2, 150 feet wide as shown on Maryland S.H.A. Right of Way Plats 2290 & 2291, said point being at the end of the 3<sup>rd</sup> or North 28 degrees 05 minutes west 391.02 foot line of a Deed from Judith B. Scott and Billy E. Phillips, her husband to Billy E. Phillips, Trustee dated October 25, 2002, recorded among the Land Records of Anne Arundel County, Maryland in Liber 17986 at folio 127, said point also being at the beginning of the 2<sup>nd</sup> or South 61 degrees 55 minutes West 200.00 foot line of a Deed from Ellen B. Kill Kelley to John L. Kill Kelley and Ellen B. Kill Kelley, Trustees, dated May 6, 1999 and recorded among the Land Records of Anne Arundel County in Liber 9495, folio 414; thence leaving said right of way line and binding on said 2<sup>nd</sup> and 3<sup>rd</sup> lines and also binding on the outline of the Phillips deed 1. South 61 degrees 56 minutes 41 seconds West 199.81 feet to an iron bar found; thence 2. North 27 degrees 55 minutes 33 seconds West 144.32 to a pipe on the southeasterly line of South Arcade Road 30 feet wide as shown on Plat entitled Pasadena Annex recorded in the plat records of said county in Plat Book 10 at folio 30; thence binding on said line 3. South 38 degrees 44 minutes 27 seconds West 282.45 feet to a pin and cap set on the northeasterly right of way line of the Baltimore and Annapolis Railroad right of way; thence binding on said line 4. South 19 degrees 46 minutes 21 seconds East 29.03 feet to a pipe found; thence leaving said right of way line; 5. South 77 degrees 37 minutes 01 seconds East 66.59 feet to a pipe found on the easterly right of way line of Light Street Avenue 50 feet wide; thence binding on said line; 6. South 19 degrees 46 minutes 21 seconds East 168.54 feet to a pin and cap set on the northeasterly line of West Pasadena Road, 30 feet wide, thence binding on said line; 7. South 64 degrees 51 minutes 11 seconds East 170.32 feet to a pipe found on the northerly line of a Deed between Anne Arundel County and Judith B. Scott dated June 6, 1986 and recorded among the Land Records of said county in Liber 4295, at folio 838; thence binding on said line; 8. North 70 degrees 12 minutes 49 seconds East 338.56 feet to an iron pipe found

on the aforementioned right of way line of Maryland Route 2; thence binding on said line; 9. North 28 degrees 05 minutes 00 seconds West 39.74 feet to the point beginning. Containing 171,644 square feet or 3.9404 acres of land.

Beginning for the second at a pin and cap set at the intersection of the northerly right of way line of Catawba Street, 25 feet wide and southwesterly right of way line of West Pasadena Road 30 feet wide; thence binding on said southwesterly line; South 64 degrees 51 minutes 11 seconds East 110.34 feet to a pk nail at the intersection of the easterly right of way line of Light Street, 50 feet wide; thence binding on said easterly line' 2 South 70 degrees 12 minutes 49 seconds West 78.13 feet to a pin and cap set at the intersection of said northerly line of Catawba; thence binding on said northerly line; 3. North 19 degrees 46 minutes 21 second West 77.93 feet to the point of beginning. Containing 3044 square feet or 0.699 acres of land.

Beginning for the third at a pipe found at the intersection of the westerly right of way line of Maryland Route 2, 150 feet wide as shown on Maryland S.H.A Right of Way Plats 2290 & 2291, and the northerly right of way line of Catawba Street, 50 feet wide as shown on a Plat entitled, "Pasadena Annex" recorded among the Plat Records of said County in Plat Book 10 at folio 30, said point being at the beginning of the 3<sup>rd</sup> or North 28 degrees 05 minutes West 391.02 foot line of a Deed from Judith B. Scott and Billy E. Phillips, her husband to Billy E. Phillips, Trustee dated October 25, 2002 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 17986 at folio 127, thence binding on said westerly line of Route 2, 1. South 28 degrees 05 minutes 00 seconds East 25.26 feet to the centerline of Catawba Street, thence binding on the centerline of Catawba Street; 2. South 70 degrees 12 minutes 49 seconds west 317.15 feet to intersect the northeasterly right of way line of West Pasadena Road, 30 feet wide, as shown on said Plat of Pasadena Annex; thence binding on said line; 3. North 64 degrees 51 minutes 11 seconds West 35.40 feet to a pipe at the intersection of the aforementioned northerly line of Catawba Street said point also being at the beginning of the 2<sup>nd</sup> or North 70 degrees 04 minutes East 336.45 foot line of said Deed to Billy E. Phillips, thence binding on said line; 4. North 70 degrees 12 minutes 49 seconds East 338.56 feet to the point of beginning. Containing 8,198 square feet or 0.1882 acres of land.

Beginning for the fourth at a pin and cap set at the intersection of the northerly right of way line of Catawba Street, 25 feet wide and southwesterly Right of Way line of West Pasadena Road, 30 feet wide; thence binding on said southwesterly line; 1. South 64 degrees 51 minutes 11 seconds East 35.40 feet to the southerly line of Catawba Street; thence binding on sad line; 2. South 70 degrees 12 minutes 49 seconds West 103.19 feet to intersect the easterly right of way line of Light Street Avenue 50 feet wide; thence binding on said line; 3. North 19 degrees 46 minutes 21 seconds West 25.00 feet to a pin and cap found at the said northerly right of way line of Catawba Street; thence binding on said line; 4. North 70 degrees 12 minutes 49 seconds East 78.13 feet to the point of beginning. Containing 2,265 square feet or 0.0520 acres of land.

Being the same lots of ground which by Deed dated March 30, 2007 and recorded among the Land Records of Anne Arundel County in Liber No. 19093, folio 355 was granted and conveyed

by Billy E. Phillips, Trustee of the Billy E. Phillips Revocable Trust dated October 25, 2002 and Billy E. Phillips as Personal Representative of the Estate of Judith B. Scott unto MIDS Holding LLC, the Grantor herein.

**Parcel Number 14**

8316 Ritchie Highway; Tax Account No. 03-000-00646800

Beginning for the first at a stone found in the north 67 degrees 45 minutes East 46.68 perches line of the description contained in a deed dated April 13, 1922, whereby the property was conveyed by Jeremiah R. Todd, widower, to Wilmer J. Trimble and Mary K. Trimble, his wife, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No 54, folio 316, said stone being distant North 67 degrees 45 minutes East, 51.01 feet from the beginning of said line and the center line of the Baltimore and Annapolis Railroad right of way, and running thence from said beginning point so fixed and with part of the said line, North 67 degrees 45 minutes East 326.90 feet to an iron pipe on the westerly side of the Ritchie Highway, thence running with the said side of the Ritchie Highway, north 30 degrees 35 minutes West 150.00 feet to an iron pipe there set; thence leaving the Ritchie Highway and running across the land of Grantors, south 68 degrees 03 minutes West 305.81 feet to a hub set on the easterly side of an 18 foot road to be used in common; thence with the said side of the 18 foot road and with a line running parallel to and 51.01 feet from the center line of the Railroad, south 22 degrees 30 minutes East 150.00 feet to the place of beginning. Containing 1.09 acres of land, more or less.

Beginning for the second at an iron pipe heretofore set on the southwest side of the Governor Ritchie Highway, as laid out 150 feet wide, distant south 30 degrees 35 minutes east 234.73 feet from the intersection of the southwest side of the said highway and the south 67 degrees 45 minutes west 46.68 perch line of the whole tract of which the land hereby described is a part; and running thence with the southwest side of said highway, south 30 degrees 35 minutes east 75.0 feet to an iron pipe heretofore set; thence leaving the said highway and running south 68 degrees 03 minutes west 305.81 feet to a hub heretofore set on the northeast side of a road running along the northeast side of the Baltimore and Annapolis Railroad right of way; thence running with the northeast side of the said road, north 24 degrees 24 minutes, west 45.50 feet to the southeast side of a private road; thence running with the southmost side of the last mentioned road; north 53 degrees 54 minutes east 139.14 feet; thence leaving the said road and running south 38 degrees 38 minutes east 37.37 feet; to an iron pipe; thence running north 56 degrees 34 minutes east 153.92 feet to the place of beginning, and being Lot No. 4 as shown on the plat attached to the deed dated July 14, 1952, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 694, folio 518. The improvements on the two lots being known as 8316 Ritchie Highway.

Being the same lots of ground by Deed dated March 11, 2005 and recorded among the Land Records of Anne Arundel County in Liber No. 16210, folio 84 were granted and conveyed by John J. Orndorff unto Ritchie LLC, the Grantor herein.

**Parcel Number 15**

8300 Ritchie Highway; Tax Account No. 03-000-09158800

Beginning at a point in the westerly right-of-way limits of Governor Ritchie Highway, MD RTE 2, (a variable width right-of-way), said point of beginning being 75.05 feet perpendicular and opposite of baseline right-of-way station 247+93.06 as shown on a plat entitled State of Maryland, Department of Transportation, State Highway Administration, State Roads Commission plat number 52125, said point of beginning marking the intersection of said westerly right-of-way limits with the division line between the lands of Cecelia S. Friedman, et, al. (Liber 3679 Folio 518) and Della Saiontz (Liber 5828 Folio 882), on the north, and the lands of Daniel A. Netzer and Penny Netzer (Liber 7875 Folio 775), on the south, thence with said westerly right-of-way limits;

1. South 35 degrees – 22 minutes – 51 seconds east; 461.29 feet to the point of intersection of said westerly right-of-way limits with the division line between said lands of Netzer, on the north and the lands of WAWA, Inc. (Liber 15290 Folio 227), on the south, thence with said division line;
2. South 26 degrees – 29 minutes – 11 seconds west, 305.61 feet to a stone monument found in the easterly boundary of the Baltimore Annapolis Trail, thence with said easterly boundary;
3. North 27 degrees – 08 minutes – 11 seconds west, 479.04 feet to the point of intersection of said easterly boundary with the division line between said lands of Netzer, on the south, and the land of Friedman, et al., and Saiontz, on the north, thence with said division line;
4. North 21 degrees – 26 minutes – 27 seconds east; 239.93 feet to the place of beginning

Containing 05,252 square feet or 2.416 acres.

Being the same property which by Deed dated April 19, 2006 and recorded among the Land Records of Anne Arundel County in Liber No. 17730, folio 612 was granted and conveyed by Daniel A. Netzer and Penney Netzer, husband and wife, unto 8300 Ritchie LLC, the Grantor herein.

**Parcel Number 16**

Alleys and South Arcade

All right, title and interest held by MIDS HOLDING LLC in and to the alleys and South Arcade, shown on the plat of Pasadena Annex to the West and South of Governor Ritchie Highway (MD 2) shown on the plat of Pasadena Annex, Plat No. 569, in Plat Book 10 page 30 recorded among the Land Records of Anne Arundel County on November 1, 1937 by virtue of the Consent Order dated August 3, 2010 by the Circuit Court of Anne Arundel County in case # 02-C-10152040.