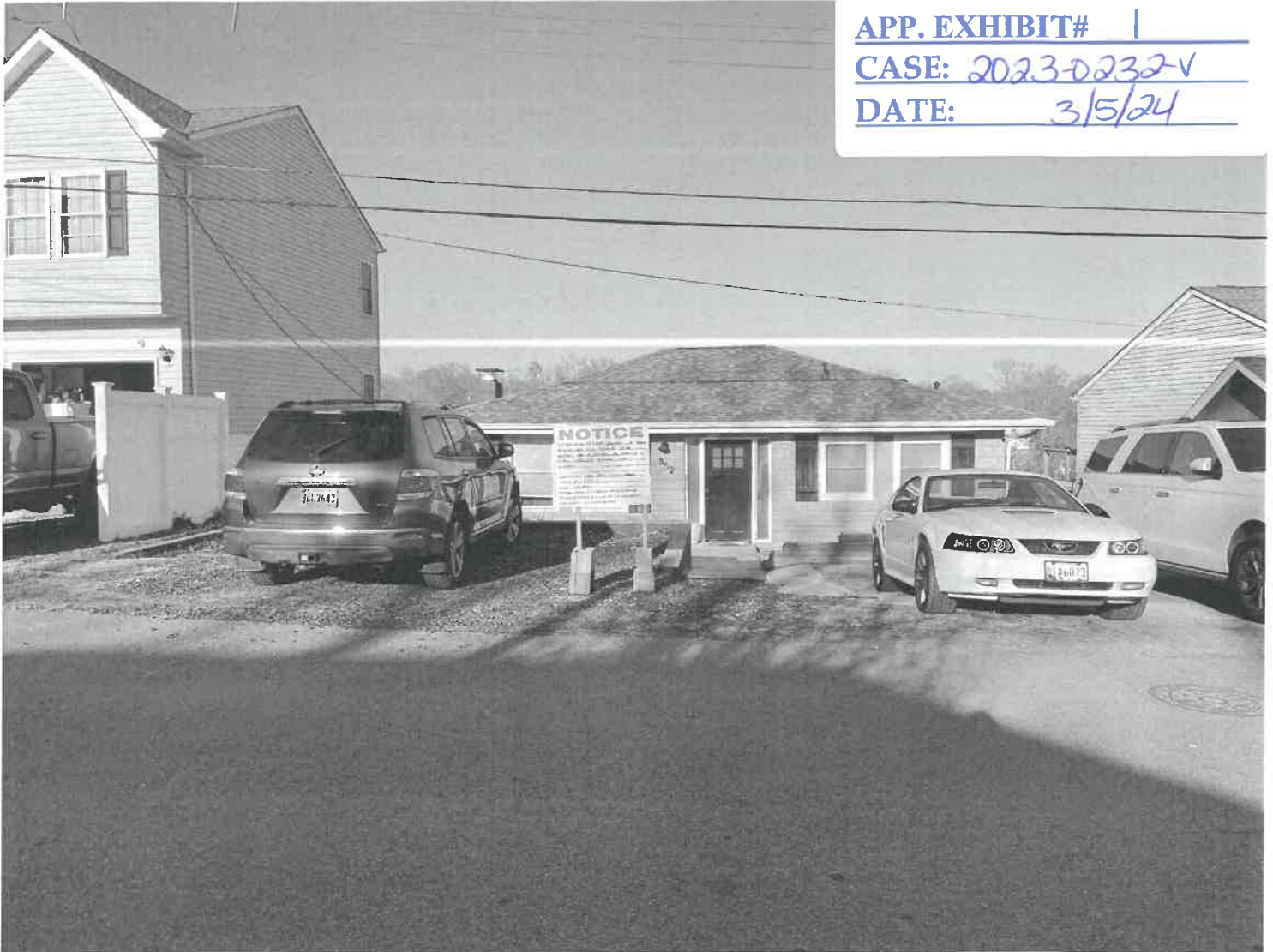


APP. EXHIBIT# 1  
CASE: 2023-0232-V  
DATE: 3/5/24





Docket: 1/11/2023  
Docket: 12/21/2022 1:

APP. EXHIBIT# 2  
CASE: 2023-0232-V  
DATE: 3/5/24

REECE EIKENBERG

Plaintiff,

v.

KELLY L. FLEISCHER

Defendant.

\* IN THE  
\* CIRCUIT COURT  
\* OF MARYLAND  
\* FOR  
\* ANNE ARUNDEL COUNTY  
\* CASE NO.: C-02-CV-21-001444

\* \* \* \* \*

KELLY L. FLEISCHER

Counter-Plaintiff,

v.

REECE EIKENBERG

Counter-Defendant.

\*  
\*  
\* COUNTERCLAIM

\* \* \* \* \*

**JUDGMENT**

The following Judgment is hereby entered pursuant to Maryland Rules, Rule 2-612 on this 2nd day of October 2022, by the Circuit Court for Anne Arundel County:

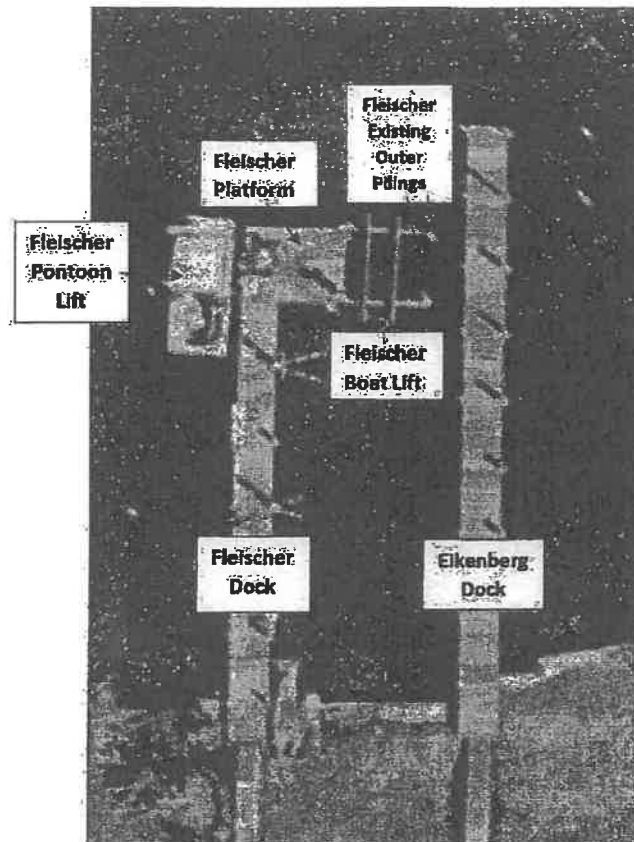
The Parties, Plaintiff/Counter-Defendant Reece Eikenberg (“Eikenberg”) and Defendant/Counter-Plaintiff Kelly Fleischer (“Fleischer”) (fka Kelly Poling) (collectively the “Parties”), stipulate to the following facts:

1. Fleischer owns real property described in a deed recorded 10/05/2016 among the Land Records of Anne Arundel County at Liber 30126, Folio 010 and known as 850 North Shore Drive, Glen Burnie, Maryland 21060. The property is a waterfront home with a wooden boat dock (the “Fleischer Dock”) extending into navigable waters known as Long Cove, off Stony Creek, on the southern side of the Patapsco River; the Fleischer Dock having a wooden dogleg deck platform approximately 10 feet x 10 feet extending from the southeastern side of the Fleischer Dock (the “Fleischer Platform”) to which is attached an adjacent approximately 13 foot wide boat lift (the “Fleischer Boat Lift”) also attached to two outer pilings (the “Fleischer Existing Outer Pilings”) situated approximately five (5) feet from the Eikenberg Dock;

01/11/2023 TLM

2. Eikenberg owns real property described in a deed recorded 06/01/2020 among the Land Records of Anne Arundel County at Liber 34662 Folio 484 and known as 852 North Shore Drive, Glen Burnie, Maryland 21060. The property is a waterfront home with a wooden boat dock (the "Eikenberg Dock") extending into Long Cove in a direction parallel to the Fleischer Dock;

3. As of the date of this Judgment the Parties' respective docks are configured generally as depicted in the following depiction:



4. On or about October 20, 2021, Eikenberg filed suit in the Circuit Court of Maryland for Anne Arundel County, Case No.: C-02-CV-21-001444 (the "Lawsuit"), alleging that the Fleischer Boat Lift improperly encroached across a line extended over the waters of Long Cove in front of the Parties' real properties extending the boundary lot line between their respective real properties. Eikenberg's Lawsuit sought declaratory and injunctive relief and damages for trespass and nuisance. Fleischer filed an Answer and Counterclaim in the Lawsuit, which denied the allegations in Eikenberg's Complaint and also sought declaratory and injunctive relief and additionally requested that the Court quiet title; and

5. The Parties desire and agree to resolve all their disputes on the terms of this Judgment and on the terms of the Settlement, Riparian Rights, and Mutual Release Agreement

dated December 14, 2022 (the "Settlement Agreement"), attached hereto and incorporated herein.

WHEREFORE, the Court, hereby enters judgment as follows:

A. The equitable means to divide the Parties' respective riparian rights is to locate the lot line extended from the end of the upland boundary line between the Parties' respective real properties and over the waters of Long Cove in a direction parallel to the existing Fleischer Dock and Eikenberg Dock as shown in the depiction in Paragraph C(3) below, and specifically extending from a point marked by a capped pin at the waters' edge end of the mutual boundary plot line between the Parties' respective real properties and over the waters between their respective boat docks in a direction parallel to the Parties' respective boat docks as per Anne Arundel County Code § 18-2-404 (b)(4) (hereinafter the "**Riparian Rights Line**"), with such construction as is permitted by the Parties' Settlement Agreement or as detailed herein. Except as provided for in the Parties' Settlement Agreement or as detailed herein, the Parties shall not in the future construct any piling, boat lift, pier or boat mooring such that it encroaches across the Riparian Rights Line.

B. The Parties shall submit permit applications and variance applications (if required by appropriate authorities) in compliance with this Judgment, and this Judgment shall be considered by reviewing authorities in evaluating any such applications.

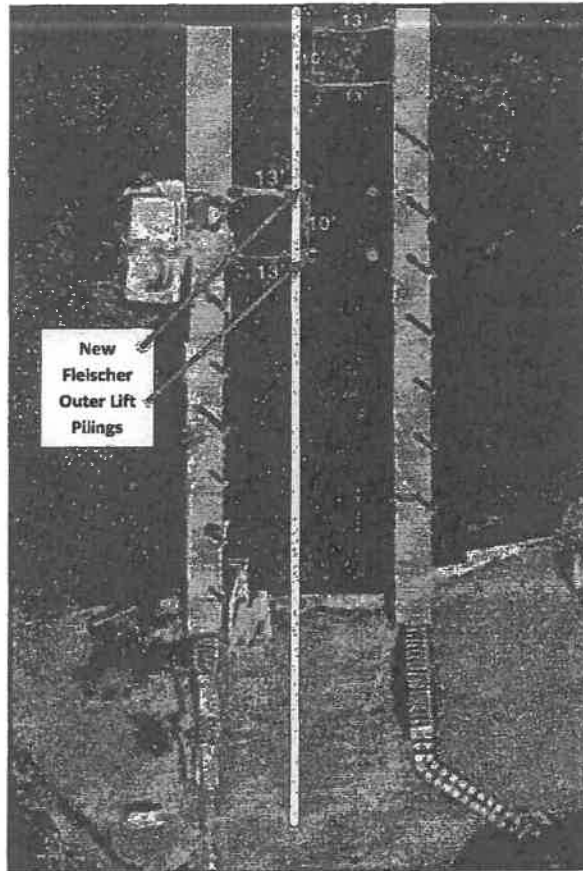
C. The Parties' docks shall be reconfigured and pilings relocated substantially as depicted and described below in this Paragraph C. Specifically:

(1) Eikenberg may, at his option, extend the Eikenberg Dock up to 15 feet further into the waters of Long Cove in the same direction as the Eikenberg Dock extends as of the Effective Date (such extension of the Eikenberg Dock herein the "**Eikenberg Dock Extension**"), and install a new approximately 13 foot wide boat lift (herein, the "**New Eikenberg Boat Lift**") attached and adjacent to the outer, northwestern extended portion of the Eikenberg Dock Extension, and as otherwise described in Paragraph 10a of the Settlement Agreement. The New Eikenberg Boat Lift and associated pilings will be placed such that they do not interfere with access by water to the New Fleischer Boat Lift (hereinafter defined); and Eikenberg may replace and/or install certain pilings to secure his shoreline bulkhead and/or otherwise repair his bulkhead, and as otherwise described in Paragraph 10a of the Settlement Agreement; and

(2) Fleischer shall remove the Fleischer Platform and may extend the Fleischer Dock up to 35 feet further into the waters of Long Cove in the same direction as the Fleischer Dock extends as of the Effective Date and reinstall her Fleischer Boat Lift or, at her option, install a new approximately 13 foot wide boat lift (of the same dimensions as the Fleischer Boat Lift) (such reinstalled Fleischer Boat Lift or newly installed boat lift herein the "**New Fleischer Boat Lift**") attached to and adjacent to the Fleischer Dock at the current position of the Fleischer Platform and to operate primarily over waters under the Fleischer Platform prior to its removal, and as otherwise described in Paragraphs 9a and 9b; and Fleischer may replace and/or install certain pilings to secure her shoreline bulkhead and/or otherwise repair her

bulkhead, if and to the extent permitted by the Permitting Authorities, and as otherwise described in Paragraphs 9a and 9b; with

(3) all the foregoing to be as generally depicted (in concept but not to scale) as follows:



D. The depiction in the foregoing Paragraph C(3) is a rendering of the intended reconfiguration, in concept but not to scale, intended to generally reflect the extension of the Fleischer Dock and the extension of the Eikenberg Dock, the removal of the Fleischer Platform, the location of the New Fleischer Boat Lift attached and adjacent to the Fleischer Boat Dock to operate primarily only over waters under the Fleischer Platform prior to its removal, the removal of the Fleischer Existing Outer Pilings from their present location to instead a distance of approximately 14 feet (to accommodate a boat lift approximately 13 feet wide and pilings of approximately 12 inches in diameter) from the southeastern edge of the Fleischer Dock in order to support the outer side of the New Fleischer Boat Lift, and the installation of the New Eikenberg Boat Lift attached and adjacent to the outer, northwestern end of the Eikenberg Dock Extension, if such extension is constructed by Eikenberg, all the foregoing in a configuration intended to permit use by each Party of their own boat dock and the waters between their boat docks without interference by the other Party, as contemplated by this Agreement.

E. Upon completion of the reconfiguration of the Fleischer Dock, New Fleischer Outer Lift Pilings, and New Fleischer Boat Lift described in Paragraph 9a of the Settlement Agreement, each of the Parties agrees not to moor any boat in a location that encroaches into the other Party's side of the Riparian Rights Line and is between the Parties' respective boat docks or materially restricts access by water to the other Party's boat lift.

F. Notwithstanding their relation to the Riparian Rights Line, the two new pilings to be placed on the southeastern side of the Riparian Rights Line and to be associated with the New Fleischer Boat Lift as depicted in the image at Paragraph C(3) (herein, the "**New Fleischer Outer Lift Pilings**") shall be and remain the property of Fleischer (and her successors) and available for use by her and her guests and invitees.

G. Each of the Parties shall bear the costs of the preparation and submission of the plans, applications, permits, and representatives' fees at variance hearings and that the use of a single, agreed-upon professional for that purpose is justified. In that respect the Parties have each received separate proposals from, and each of the Parties is agreed to engage, **Pen Mar Environmental Services, LLC (Doug Musser)** for these services.

H. All further rights and obligations of the Parties shall be dictated by the Settlement Agreement attached hereto and incorporated herein.

I. All other claims that were brought or could have been brought in this action, specifically including Eikenberg's claims for Trespass and Nuisance, are hereby dismissed with prejudice.

J. The Clerk is directed that a copy of this Judgment is to be filed with the Land Records of Anne Arundel County.

  
\_\_\_\_\_  
Senior Judge, Circuit Court for Anne Arundel County

cc: all counsel of record

**SETTLEMENT, RIPARIAN RIGHTS, AND**  
**MUTUAL RELEASE AGREEMENT**

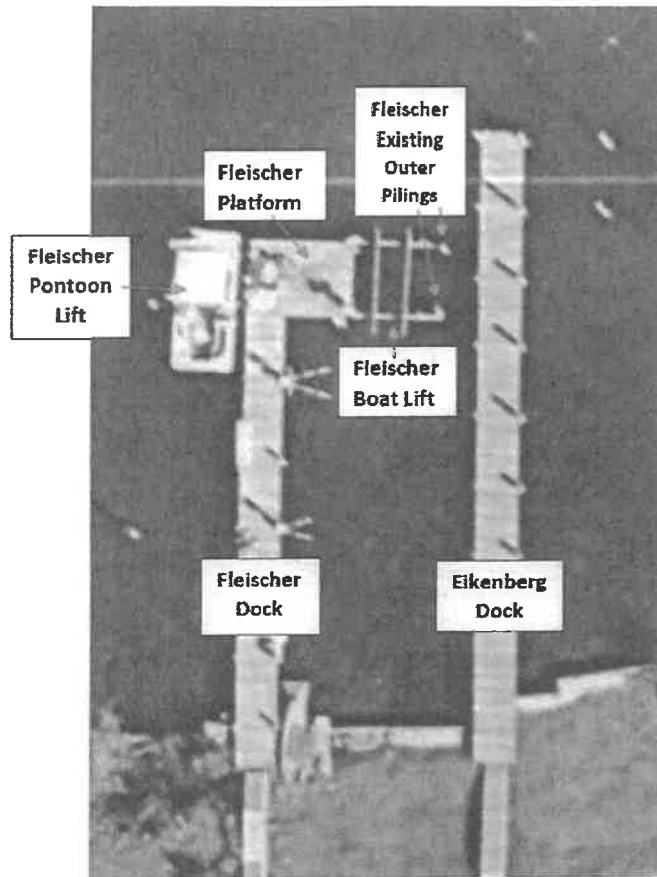
This Settlement, Riparian Rights, and Mutual Release Agreement (this “**Agreement**”) is entered into and effective as of the date of the last signature of a Party noted below (the “**Effective Date**”) by and between Kelly Fleischer (“**Fleischer**”) (fka Kelly Poling) and Reece Eikenberg (“**Eikenberg**”) (Fleischer and Eikenberg are herein each a “**Party**” and collectively the “**Parties**”), upon the following terms and conditions:

WHEREAS, Fleischer owns real property described in a deed recorded 10/05/2016 among the Land Records of Anne Arundel County at Liber 30126, Folio 010 and known as 850 North Shore Drive, Glen Burnie, Maryland 21060. The property is a waterfront home with a wooden boat dock (the “**Fleischer Dock**”) extending into navigable waters known as Long Cove, off Stony Creek, on the southern side of the Patapsco River; the Fleischer Dock having a wooden dogleg deck platform approximately 10 feet x 10 feet extending from the southeastern side of the Fleischer Dock (the “**Fleischer Platform**”) to which is attached an adjacent approximately 13 foot wide boat lift (the “**Fleischer Boat Lift**”) also attached to two outer pilings (the “**Fleischer Existing Outer Pilings**”) situated approximately five (5) feet from the Eikenberg Dock;

WHEREAS, Eikenberg owns real property described in a deed recorded 06/01/2020 among the Land Records of Anne Arundel County at Liber 34662 Folio 484 and known as 852 North Shore Drive, Glen Burnie, Maryland 21060. The property is a waterfront home with a wooden boat dock (the “**Eikenberg Dock**”) extending into Long Cove in a direction parallel to the Fleischer Dock;



WHEREAS, as of the Effective Date the Parties' respective docks are configured generally as depicted in the following depiction:



WHEREAS, on or about October 20, 2021, Eikenberg filed suit in the Circuit Court of Maryland for Anne Arundel County, Case No.: C-02-CV-21-001444 (the "Lawsuit"), alleging that the Fleischer Boat Lift improperly encroached across a line extended over the waters of Long Cove in front of the Parties' real properties extending the boundary lot line between their respective real properties. Eikenberg's Lawsuit sought declaratory and injunctive relief and damages for trespass and nuisance. Fleischer filed an Answer and Counterclaim in the Lawsuit, which denied the allegations in Eikenberg's Complaint and also sought declaratory and injunctive relief and additionally requested that the Court quiet title; and

WHEREAS, the Parties desire and agree to resolve all their disputes on the terms of this Agreement;

WHEREFORE, in consideration of these premises, the agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by each Party, Fleischer and Eikenberg do hereby agree, promise, and covenant as follows:

## A. PURPOSES OF THIS AGREEMENT

1. The Parties intend that this Agreement shall provide for their accomplishment of certain goals:

a. To permit them to accomplish a reconfiguration of their respective boat docks so as to allow each Party to install an approximately 13 foot wide boat lift and/or boat slip, with the necessary pier pilings, attached to and adjacent to their respective boat docks, and outer pilings and extending in or over the waters between their respective boat docks, and configured so as to allow both Parties to equitably use their respective boat docks and the waters between them;

b. To permit Fleischer to perform repairs to the bulkhead securing her real property shoreline (fastland) on either side of the Fleischer Dock, including between the Fleischer Dock and the Riparian Rights Line (hereinafter defined) (i.e. the white line depicted at Paragraph 2c), concurrently with the reconfiguration of her boat dock as provided for in this Agreement;

c. To define and clarify the respective riparian rights of the Parties for the benefit of the Parties and their heirs, successors, and/or assigns in respect of equitable use of the boat dock attached or adjacent to their respective properties and the waters between them;

d. To terminate the Lawsuit, and release each Party from the claims and/or counterclaims of the other as alleged in that Lawsuit, permanently; and

e. The Parties each acknowledge that the reconfiguration of their respective boat docks as herein contemplated will require certain approvals, permits, variances, and related administrative actions from relevant Federal, Maryland, or Anne Arundel County authorities (any one or more such authorities herein the “**Permitting Authorities**”).

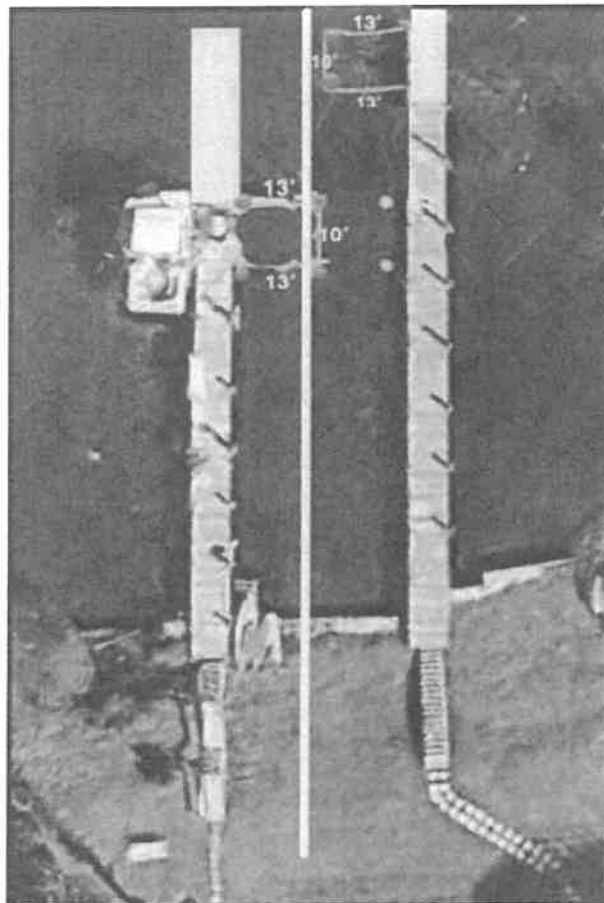
2. The Parties’ docks shall be reconfigured and pilings relocated substantially as depicted and described below in this Paragraph 2. Specifically:

a. Eikenberg may, at his option, extend the Eikenberg Dock up to 15 feet further into the waters of Long Cove in the same direction as the Eikenberg Dock extends as of the Effective Date (such extension of the Eikenberg Dock herein the “**Eikenberg Dock Extension**”), and install a new approximately 13 foot wide boat lift (herein, the “**New Eikenberg Boat Lift**”) attached and adjacent to the outer, northwestern extended portion of the Eikenberg Dock Extension, if and to the extent permitted by the Permitting Authorities, and as otherwise described in Paragraph 10a. The New Eikenberg Boat Lift and associated pilings will be placed such that they do not interfere with access by water to the New Fleischer Boat Lift (hereinafter defined); and Eikenberg may replace and/or install certain pilings to secure his shoreline bulkhead and/or otherwise repair his bulkhead, if and to the extent permitted by the Permitting Authorities, and as otherwise described in Paragraph 10a; and

b. Fleischer shall remove the Fleischer Platform and may extend the Fleischer Dock up to 35 feet further into the waters of Long Cove in the same direction as the Fleischer Dock extends as of the Effective Date and reinstall her Fleischer Boat Lift or, at her option, install

a new approximately 13 foot wide boat lift (of the same dimensions as the Fleischer Boat Lift) (such reinstalled Fleischer Boat Lift or newly installed boat lift herein the “**New Fleischer Boat Lift**”) attached to and adjacent to the Fleischer Dock at the current position of the Fleischer Platform and to operate primarily over waters under the Fleischer Platform prior to its removal, and as otherwise described in Paragraphs 9a and 9b; and Fleischer may replace and/or install certain pilings to secure her shoreline bulkhead and/or otherwise repair her bulkhead, if and to the extent permitted by the Permitting Authorities, and as otherwise described in Paragraphs 9a and 9b; with

c. all the foregoing to be as generally depicted (in concept but not to scale) as follows:



3. The depiction in the foregoing Paragraph 2c is a rendering of the intended reconfiguration, in concept but not to scale, intended to generally reflect the extension of the Fleischer Dock and the extension of the Eikenberg Dock, the removal of the Fleischer Platform, the location of the New Fleischer Boat Lift attached and adjacent to the Fleischer Boat Dock to operate primarily only over waters under the Fleischer Platform prior to its removal, the removal of the Fleischer Existing Outer Pilings from their present location to instead a distance of approximately 14 feet (to accommodate a boat lift approximately 13 feet wide and pilings of

approximately 12 inches in diameter) from the southeastern edge of the Fleischer Dock in order to support the outer side of the New Fleischer Boat Lift, and the installation of the New Eikenberg Boat Lift attached and adjacent to the outer, northwestern end of the Eikenberg Dock Extension, if such extension is constructed by Eikenberg, all the foregoing in a configuration intended to permit use by each Party of their own boat dock and the waters between their boat docks without interference by the other Party, as contemplated by this Agreement.

4. Each of the Parties recognizes that the accomplishment of the Parties' mutual goals will require submission of permit applications with plans to Permitting Authorities, including Anne Arundel County and to the Maryland Department of the Environment, including possibly a surveyed plan if required by the County. Additionally, the accomplishment of the Parties' mutual goals may require preparation and submission by each Party of an Anne Arundel County Variance application package within required County setbacks with advance posting of signs and attendance at a scheduled Variance hearing. The outcome of such hearings cannot be guaranteed but the Parties each acknowledge they have been advised as to the likely outcome if such hearings are required and, believing themselves adequately informed, each Party accepts the risks of disapproval. Each Party will support the other Party's application(s) to Permitting Authorities for permits and variances, both in writing and in testimony, so long as the reconfiguration(s) applied for complies with the terms of this Agreement and such application(s) is(are) filed with the appropriate Permitting Authorities no later than three (3) years after the Effective Date of this Agreement. Regardless of the date of filing of such application(s), neither party shall challenge, oppose, or appeal the other Party's application(s) for permits or variances so long as the reconfiguration(s) applied for complies with the terms of this Agreement.

5. Each of the Parties further recognizes that they must bear the costs of the preparation and submission of the plans, applications, permits, and representatives' fees at variance hearings and that the use of a single, agreed-upon professional for that purpose is justified. In that respect the Parties have each received separate proposals from, and each of the Parties is agreed to engage, **Pen Mar Environmental Services, LLC** (whose principal is **Doug Musser**) for these services.

6. Each of the Parties further recognizes that accomplishment of the goals of this Agreement will require the services of one or more boat dock construction contractor(s) competent and available to perform services such as pile driving, boat dock building and/or decking, and boat lift installation (herein a "**Dock Contractor**"), and that for purposes of accomplishing the construction work, two separate Dock Contractors, each offering one of the Parties a separate advance proposal for the work required for each Party, including cost and approximate schedule, may be justified although not necessarily required. In that respect each of the Parties has received a separate written proposal from a Dock Contractor for completion of the construction work required for that Party under this Agreement, including price, which contractor each Party, respectively, is willing to engage under contract to perform the construction work for that Party agreed to herein.

7. Each of the Parties further recognizes that accomplishment of the goals of this Agreement will or may be affected by events causing delays, cost increases, or frustration of purpose. The Parties are agreed to employ their commercially reasonable best efforts including

amendment of the terms and conditions here agreed if the essential objectives of this Agreement are maintained, in order to accomplish the goals of this Agreement notwithstanding such impediments. The results of such developments or impediments cannot be predicted with accuracy but the Parties each acknowledge they have been advised as to the likely outcome of efforts to accomplish the purposes of this Agreement and, believing themselves adequately informed, each Party accepts the risks of such developments or impediments.

8. Each of the Parties further recognizes and desires the benefits of definition and clarity as to their respective riparian rights in regard to their respective boat docks, their improved access to the waters of Long Cove, and the equitable use of the waters between their docks. To that end, the Parties are agreed that the lot line extended as shown in the depiction at Paragraph 2c extending from a point marked by a capped pin at the waters' edge end of the mutual boundary plot line between the Parties' respective real properties and over the waters between their respective boat docks in a direction parallel to the Parties' respective boat docks as per Anne Arundel County Code § 18-2-404 (b)(4) shall designate the lot line extended for any construction imposing on the respective riparian rights of the other (herein, the "**Riparian Rights Line**"); that is, no future extension of or addition to or piling associated with either Party's boat dock or adjacent boat lift or boat slip may extend over the Riparian Rights Line into the other Party's side of the Riparian Rights Line and neither Party shall be required to support any future variance or permit application for any pier or piling configuration other than the reconfigurations described in and complying with this Agreement; provided, however, that notwithstanding their relation to the Riparian Rights Line, the two new pilings to be placed on the southeastern side of the Riparian Rights Line and to be associated with the New Fleischer Boat Lift as depicted in the image at Paragraph 2c (herein, the "**New Fleischer Outer Lift Pilings**") shall be and remain the property of Fleischer (and her successors) and available for use by her and her guests and invitees.

## B. RECONFIGURATION AND RESPONSIBILITIES

9. Fleischer's responsibilities regarding the reconfiguration of her boat dock, boat lift, and pilings shall be as follows:

- a. Fleischer shall reconfigure the Fleischer Dock by:
  - (i) Removing the Fleischer Platform (the Fleischer Platform is blacked out in the Paragraph 2c depiction);
  - (ii) Removing and relocating or replacing the Fleischer Existing Outer Pilings (represented by the two yellow dots in the image at Paragraph 2c) to within approximately 14 feet from the Fleischer Dock to support either a boat lift or boat slip associated with the Fleischer Dock (as is depicted by the red dots, which represent the new location of the pilings, in the image at Paragraph 2c) (such relocated or replacement pilings at such location on the southeastern side of and associated with the New Fleischer Boat Lift being the "**New Fleischer Outer Lift Pilings**" as hereinbefore defined);

(iii) Installing the New Fleischer Boat Lift, being a new boat lift of the same dimensions as, or a relocation of, the existing Fleischer Boat Lift to operate over the waters primarily under the Fleischer Platform prior to its removal; and

(iv) The New Fleischer Outer Lift Pilings shall be placed no further from the Fleischer Dock than is necessary to reasonably accommodate the installation and operation of the New Fleischer Boat Lift.

b. Fleischer may, but is not required to, reconfigure the Fleischer Dock by:

(i) Extending the Fleischer Dock into the waters of Long Cove (in the same direction as the Fleischer Dock extends as of the Effective Date) by up to an additional 35 feet, if and to the extent permitted by the Permitting Authorities. However, except as may be agreed by the Parties pursuant to Paragraph 9f(iv), Fleischer shall not install any mooring pilings or boat lifts on the southeastern side (i.e. the side closest to the Eikenberg Dock) of any such extension of the Fleischer Dock, beyond what is described in Paragraph 9a, which permits the installation of the New Fleischer Boat Lift and the relocation or replacement of the New Fleischer Outer Lift Pilings;

(ii) Installing a new bulkhead and/or repairing the current bulkhead, including installation of pilings for purposes of securing the bulkhead to the shoreline (fastland) on either side of the Fleischer Dock, including between the Fleischer Dock and the Riparian Rights Line (i.e. the white line between and parallel to the Party's respective boat docks depicted in Paragraph 2c); and

(iii) Removing and replacing the outer and inner pilings supporting the boat lift attached and adjacent to the northwest side of the Fleischer Dock depicted in the image at the third premises paragraph (on page 2) of this Agreement (herein the "**Fleischer Pontoon Lift**").

c. Fleischer shall provide reasonable access to environmental consultants, surveyors, builders, similar professionals, officials, and their representatives as they may reasonably need for purposes of completion of the intended reconfiguration of both the Eikenberg Dock and the Fleischer Dock as described in Paragraphs 9a, 9b, and 10a.

d. For purposes of planning and preparing the permit and/or variance application for the reconfigurations described in Paragraphs 9a and 9b, Fleischer shall, within five (5) days after the Effective Date, accept in writing the proposal of Pen Mar Environmental Services, LLC, dated September 15, 2022, addressed to Kelly Poling, Owner (the "**Pen Mar Fleischer Proposal**"), a copy of which is attached hereto as Appendix A, and pay the \$750 initial payment thereunder. At such time as payment of any County permit application fee, State permit application fee, or County variance application fee is required, Fleischer shall promptly pay such fees. Upon completion of the Tasks as defined in the Pen Mar Fleischer Proposal, Fleischer shall promptly pay all unpaid costs under the Pen Mar Fleischer Proposal. The building permit

application and any necessary variance application included in the Tasks as defined in the Pen Mar Fleischer Proposal are hereinafter the “**Initial Fleischer Application.**”

e. For purposes of constructing the reconfiguration described in Paragraph 9a and 9b, Fleischer shall, within five (5) days after the Effective Date, accept in writing the proposal of Shoreline Marine Construction LLC, Builder, dated October 6, 2022, addressed to Kelly Fleischer, fka Kelly Poling, Owner (the “**Fleischer Builder Proposal**”), a copy of which is attached hereto as Appendix B, and pay any initial payment thereunder. At such time as payment of any installment payment or final payment under the Fleischer Builder Proposal is due, Fleischer shall promptly pay such installment payment or final payment.

f. Fleischer agrees to employ commercially reasonable best efforts to ensure that the reconfigurations described in Paragraphs 9a(i) and (ii) are completed in a reasonably timely manner, and in all events by no later than July 1, 2023 or six (6) months from the date that approved permits are received by Fleischer from the Permitting Authorities for the work to be completed pursuant to the Initial Fleischer Application, whichever date is later. However, in the event that the Initial Fleischer Application for the reconfigurations described in Paragraphs 9a and 9b is denied in writing by the Permitting Authorities, then:

(i) Fleischer agrees that she will remove the Fleischer Boat Lift Rack that is attached to the Fleischer Platform and the Fleischer Existing Outer Pilings within sixty (60) calendar days after Fleischer’s receipt of a final written denial of the Initial Fleischer Application or July 1, 2023, whichever is later. As used herein, the term “**Fleischer Boat Lift Rack**” shall mean the boat lift rack arms and cable that extend the distance between the Fleischer Platform and the Fleischer Existing Outer Pilings and which are supported by fixed elements of the Fleischer Boat Lift in order to support a boat but that term shall not include the boat lift motors, power boxes, or pulley boxes attached to the Fleischer Platform pilings or the Fleischer Existing Outer Pilings. As used herein, the term “**final written denial of the Initial Fleischer Application**” shall not be deemed to include any ruling in any appeal(s). Any appeal of a final written denial of the Initial Fleischer Application shall not extend the time for removal of the Fleischer Boat Lift Rack under this Paragraph 9f(i); and

(ii) Fleischer shall have the right to submit subsequent permit applications in accordance with the terms of this Agreement and applicable law for purposes of subsequently completing the reconfigurations described in Paragraphs 9a and 9b;

(iii) Provided, however, that notwithstanding the foregoing, Fleischer shall have no obligation to remove the Fleischer Boat Lift Rack pursuant to Paragraph 9f(i) if Eikenberg fails to abide by and/or otherwise comply with his obligations under this Agreement, including, but not limited to, Eikenberg’s obligation to support Fleischer’s applications to Permitting Authorities for permits and variances, both in writing and in testimony, in accordance with Paragraphs 4 and 14 of this Agreement; and

(iv) Provided, further, however, in the event that the Initial Fleischer Application or any subsequent permit or variance application submitted by Fleischer is denied in writing by the Permitting Authorities for reasons relating to the reconfigurations described in Paragraph 9a, then Eikenberg agrees to work cooperatively with Fleischer to develop a revised pier and/or boat lift configuration that is different from the reconfiguration described in Paragraph 9a and meets any objections noted by the Permitting Authorities and is likely acceptable to them and which allows Fleischer to install the New Fleischer Boat Lift at a location that is attached to the southeastern side of the Fleischer Dock (i.e. the side closest to the Eikenberg Dock). Eikenberg specifically agrees to support, both in writing and in testimony, Fleischer's applications for permits and/or variances for any such revised pier and/or boat lift configuration that the Parties develop in accordance with this Paragraph 9f(iv). In further support of the purposes of this Agreement, Eikenberg agrees to join any request by Fleischer submitted with the Circuit Court for Anne Arundel County seeking a judgment or other Court order approving any such revised pier and/or boat lift configuration that the Parties may develop in accordance with this Paragraph 9f(iv).

g. If Fleischer has other construction work performed for her Fleischer Dock in addition to the work called for in this Paragraph 9, in no event will that work involve, now or in the future, any construction or taking of riparian rights on Eikenberg's side of the Riparian Rights Line provided for in this Agreement, provided, however, that if the construction of the work called for by this Agreement requires the Dock Contractor performing the Fleischer Builder Proposal or other Dock Contractor to temporarily position a barge or equipment such that it temporarily intrudes onto Eikenberg's side of the Riparian Rights Line for purposes of performance of the reconfiguration work, such intrusion will not constitute a violation of this Agreement provided that the intrusion is ended as soon as reasonably possible and not later than within 60 days.

h. Fleischer, on behalf of herself and on behalf of any and all third parties that may claim by or through her, or on her behalf, including without limitation all of her heirs, successors, assigns, personal representatives, executors, partners, representatives, employees, and agents, shall not use or tie a boat up to the Eikenberg Dock or pilings associated with that dock or the New Eikenberg Boat Lift except with express permission from Eikenberg.

10. Eikenberg's responsibilities regarding the reconfiguration of his boat dock, boat lifts, and pilings shall be as follows:

a. Eikenberg may, but is not required to, reconfigure the Eikenberg Dock by:

(i) At Eikenberg's option, constructing the Eikenberg Dock Extension by extending the Eikenberg Dock into the waters of Long Cove (in the same direction as the Eikenberg Dock extends as of the Effective Date) by up to an additional 15 feet, if and to the extent permitted by the Permitting Authorities;



(ii) If Eikenberg constructs the Eikenberg Dock Extension extending the Eikenberg Dock by at least an additional 10 feet, then and in that event installing a new approximately 13 foot wide New Eikenberg Boat Lift on the northwestern side at the outermost end of the Eikenberg Dock Extension. The New Eikenberg Boat Lift shall be located at the outermost end of the Eikenberg Dock Extension so as to allow for the greatest distance between the New Eikenberg Boat Lift and the New Fleischer Boat Lift, as is depicted in the image at Paragraph 2c; and

(iii) Installing a new bulkhead and/or repairing the current bulkhead, including installation of pilings for purposes of securing the bulkhead to the shoreline (fastland) on either side of the Eikenberg Dock, including between the Eikenberg Dock and the Riparian Rights Line (i.e. the white line depicted between and parallel to the Party's respective boat docks in Paragraph 2c).

b. Eikenberg shall provide reasonable access to environmental consultants, surveyors, builders, similar professionals, officials, and their representatives as they may reasonably need for purposes of completion of the intended reconfiguration of both the Eikenberg Dock and the Fleischer Dock as described in Paragraphs 9a, 9b, and 10a.

c. For purposes of planning and preparing the permit and/or variance application for the reconfigurations described in Paragraph 10a, Eikenberg shall, within five (5) days after the Effective Date, accept in writing the proposal of Pen Mar Environmental Services, LLC, dated September 15, 2022, addressed to Reece Eikenberg, Owner (the "**Pen Mar Eikenberg Proposal**"), a copy of which is attached hereto as Appendix C, and pay the \$750 initial payment thereunder. At such time as payment of any County permit application fee, State permit application fee, or County variance application fee is required, Eikenberg shall promptly pay such fees. Upon completion of the Tasks as defined in the Pen Mar Eikenberg Proposal, Eikenberg shall promptly pay all unpaid costs under the Pen Mar Eikenberg Proposal. The building permit application and possible variance application included in the Tasks as defined in the Pen Mar Eikenberg Proposal are hereinafter the "**Initial Eikenberg Application**."

d. For purposes of constructing the reconfiguration described in Paragraph 10a, Eikenberg shall, within five (5) days after the Effective Date, accept in writing the proposal of Shoreline Marine Construction LLC, Builder, dated October 30, 2022, addressed to Reece Eikenberg, Owner (the "**Eikenberg Builder Proposal**"), a copy of which is attached hereto as Appendix D, and pay any initial payment thereunder. At such time as payment of any installment payment or final payment under the Eikenberg Builder Proposal is due, Eikenberg shall promptly pay such installment payment or final payment.

e. If Eikenberg has other construction work performed for his Eikenberg Dock in addition to the work called for in this Paragraph 10, in no event will that work involve, now or in the future, any construction or taking of riparian rights on Fleischer's side of the Riparian Rights Line provided for in this Agreement, provided, however, that if the construction of the work called for by this Agreement requires the Dock Contractor performing the Eikenberg Builder Proposal or other Dock Contractor to temporarily position a barge or equipment such that it temporarily intrudes onto Fleischer's side of the Riparian Rights Line for purposes of performance of the

reconfiguration work, such intrusion will not constitute a violation of this Agreement provided that the intrusion is ended as soon as reasonably possible and not later than within 60 days.

f. Eikenberg, on behalf of himself and on behalf of any and all third parties that may claim by or through him, or on his behalf, including without limitation all of his heirs, successors, assigns, personal representatives, executors, partners, representatives, employees, and agents shall not use or tie a boat up to the Fleischer Dock, New Fleischer Outer Lift Pilings, New Fleischer Boat Lift, or Fleischer Pontoon Lift except with express permission from Fleischer.

11. The Parties acknowledge that the reconfiguration of the Fleischer Dock, New Fleischer Outer Lift Pilings, and new or relocated New Fleischer Boat Lift described in Paragraph 9a will result in the New Fleischer Outer Lift Pilings and the New Fleischer Boat Lift extending a few feet over the Riparian Rights Line as depicted in the image at Paragraph 2c. Notwithstanding this, Eikenberg agrees that the New Fleischer Outer Lift Pilings and the New Fleischer Boat Lift (including specifically riparian rights as to the space between the Fleischer Dock and the New Fleischer Outer Lift Pilings) are the sole property of Fleischer and that following the relocation of the New Fleischer Outer Lift Pilings to the position intruding a few feet into Eikenberg's side of the Riparian Rights Line as depicted in the image of Paragraph 2c and agreed to herein, Eikenberg shall have no right to object to their placement at that position or to their use by Fleischer.

12. Upon completion of the reconfiguration of the Fleischer Dock, New Fleischer Outer Lift Pilings, and New Fleischer Boat Lift described in Paragraph 9a, each of the Parties agrees not to moor any boat in a location that encroaches into the other Party's side of the Riparian Rights Line and is between the Parties' respective boat docks or materially restricts access by water to the other Party's boat lift.

13. To further the purposes of this Agreement, including to increase the likelihood that the reconfigurations depicted at Paragraph 2c and described in Paragraphs 9a, 9b, and 10a are accepted and approved by all relevant Permitting Authorities, the Parties mutually agree to file a request with the Circuit Court for Anne Arundel County seeking a consent judgment approving the reconfiguration of the Parties' respective boat docks, pilings, and boat lifts as proposed by this Agreement, in such form as may be necessary or appropriate to accomplish the purposes of this Agreement.

14. The Parties each mutually covenant that they will, no later than within fourteen (14) calendar days after request by the other Party, provide written support for any permit application, setback variance, easement, or other requirements of Permitting Authorities to allow for the reconfigurations described in Paragraphs 9a, 9b, and 10a, so long as such request relates to an application(s) that is/was filed with the appropriate Permitting Authorities within three (3) years after the Effective Date of this Agreement or such request is made no later than three (3) years after the Effective Date of this Agreement.

15. The Parties agree that the terms of this Agreement shall run with each of their respective lands, and, shall be binding upon the heirs, successors, and assigns of each of Fleischer and Eikenberg.

16. The Parties shall use their commercially reasonable best efforts to submit the building permit application portion of their Initial Fleischer Application and Initial Eikenberg Application within thirty (30) calendar days after the Effective Date, unless additional time is required by Pen Mar Environmental Services, LLC.

17. The Parties understand and agree that Shoreline Marine Construction LLC, the Builder engaged by both Fleischer and Eikenberg, or any substitute Builder engaged by both Parties (collectively, "Shoreline") may decide in its reasonable discretion the order of work in which to complete the work called for pursuant to the Fleischer Builder Proposal and the Eikenberg Builder Proposal. For purposes of this Paragraph 17, the work described in the Fleischer Builder Proposal and the Eikenberg Builder Proposal is collectively referred to as the "**Project.**" The Parties agree that they will each encourage Shoreline to progress with the Project so that Fleischer's deadlines pursuant to Paragraph 9f for completion of the reconfigurations described in Paragraphs 9a(i) and (ii) will be met and neither Party will object to Shoreline's reasonable preference of order of work to be completed on the Project. Further, in order that the deadlines that Fleischer is under pursuant to Paragraph 9f for completion of the reconfigurations described in Paragraphs 9a(i) and (ii) may be met, the Parties understand and agree, as between them, that Shoreline may, in its discretion, give reasonable preference to completion of some or all the work to be completed pursuant to the Fleischer Builder Proposal prior to the work to be completed pursuant to the Eikenberg Builder Proposal and neither Party shall object to any such reasonable priority preference given. In the event that Shoreline proceeds, in its reasonable discretion, to perform some or all the work described in the Eikenberg Builder Proposal prior to completion of the reconfigurations described in Paragraphs 9a(i) and (ii), then Fleischer's deadlines under Paragraph 9f for completion of the reconfigurations described in Paragraphs 9a(i) and (ii) shall be extended for as many days as is required for Shoreline to complete the portion of the work described in the Eikenberg Builder Proposal performed by Shoreline prior to completion of the reconfigurations described in Paragraphs 9a(i) and (ii).

### C. SETTLEMENT OF THE LITIGATION

18. Consent Judgment and Stipulation of Dismissal With Prejudice.

The Parties, upon execution of this Agreement, including the agreements with certain third parties attached hereto as Appendixes A through D, shall prepare and file in the Lawsuit a proposed consent judgment based on the terms of this Agreement. All counts in the Lawsuit not resolved by the judgment shall be voluntarily dismissed WITH PREJUDICE, each Party to bear its own costs, attorneys' fees, and expenses.

19. Releases.

a. Eikenberg, on behalf of himself and his heirs, agents, attorneys, successors, assigns, personal representatives, representatives, employees, partners, and insurers (the "**Eikenberg Release Parties**"), does hereby now and forever, unconditionally, release, remise, acquit, exonerate, discharge, and hold harmless Fleischer, and all of her heirs, agents, attorneys, successors, assigns, personal representatives, representatives, employees, partners, and insurers (the "**Fleischer Released Parties**"), from all and every manner of action and actions, cause and

causes of action, suits, proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, punitive damages, claims for damages, claims for contribution, claims for indemnification, claims for intentional and/or unintentional torts, statutory claims (including, for example and without limitation, claims under the Maryland Wrongful Death Statutes), variances, trespasses, nuisances, judgments, personal injuries, property damage, wrongful death, executions, costs and expenses, claims for attorney fees, claims for expert fees, and costs and expenses of suit, fines and penalties, and any and all claims, demands and liabilities whatsoever of any name and nature whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, accrued or unaccrued, liquidated or unliquidated, now existing or which may develop in the future, and whether arising at law, in equity, or otherwise, which the Eikenberg Release Parties ever had, now has, or hereafter shall, can, or may have against the Fleischer Released Parties arising from or related to claims that were alleged or could have been alleged in the Lawsuit.

b. Fleischer, on behalf of herself and her heirs, agents, attorneys, successors, assigns, personal representatives, representatives, employees, partners, and insurers (the "**Fleischer Release Parties**"), does hereby now and forever, unconditionally, release, remise, acquit, exonerate, discharge, and hold harmless Eikenberg, and all of his heirs, agents, attorneys, successors, assigns, personal representatives, representatives, employees, partners, and insurers (the "**Eikenberg Released Parties**"), from all and every manner of action and actions, cause and causes of action, suits, proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, punitive damages, claims for damages, claims for contribution, claims for indemnification, claims for intentional and/or unintentional torts, statutory claims (including, for example and without limitation, claims under the Maryland Wrongful Death Statutes), variances, trespasses, nuisances, judgments, personal injuries, property damage, wrongful death, executions, costs and expenses, claims for attorney fees, claims for expert fees, and costs and expenses of suit, fines and penalties, and any and all claims, demands and liabilities whatsoever of any name and nature whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, accrued or unaccrued, liquidated or unliquidated, now existing or which may develop in the future, and whether arising at law, in equity, or otherwise, which the Fleischer Release Parties ever had, now has, or hereafter shall, can, or may have against the Eikenberg Released Parties arising from or related to claims that were alleged or could have been alleged in the Lawsuit.

20. Settlement is Not an Admission.

The Parties understand and agree that the terms of this Agreement, and the settlement provided for herein, are intended to avoid litigation and that this Agreement and the settlement provided for herein shall not be construed or be viewed as an admission by any Party of liability, such liability being expressly denied.

21. Enforcement of this Agreement.

In the event of a default or breach of this Agreement by either Party, the other Party shall be free to pursue whatever legal or equitable remedies that may be available to it or them to enforce

the terms and conditions of this Agreement and to obtain all remedies available at law or in equity for their breach, whether by specific performance, an action for damages, or otherwise.

22. Binding on Persons Claiming through the Parties.

Eikenberg and Fleischer each understand, warrant, and agree that this Agreement shall operate as a fully binding and complete settlement effective between them, their heirs, executors, administrators, agents, insurers, partners, employees, assigns, attorneys, servants, predecessors and successors in interest, and any other representative or entity acting on behalf of, pursuant to, or by virtue of the rights of any of them.

23. Advice of Attorneys.

Eikenberg and Fleischer acknowledge that they have fully read, understood, and unconditionally accepted the terms and conditions of this Agreement and that in regard to this Agreement, they have had a full and adequate opportunity to consult with independent legal counsel of their own choice regarding this Agreement.

24. Entire Agreement.

This Agreement contains the entire agreement of the Parties on the subjects expressed herein and is intended and shall be construed as an integrated agreement. Each of the Parties understands, acknowledges, and hereby represents and warrants that this Agreement supersedes any and all prior understandings, agreements, representations and/or promises, whether oral or written, which are not expressly set forth herein or expressly referred to in this Agreement, that no understanding, agreement, representation, warranty, promise, or inducement has been made concerning the subject matter of this Agreement other than as set forth in this Agreement, and that each Party respectively enters into this Agreement without any reliance whatsoever upon any understanding, agreement, representation, warranty or promise not set forth herein.

25. Governing Law.

This Agreement shall be construed under the laws of Maryland without regard to conflicts of law provisions thereof. Disputes under this Agreement shall be resolved pursuant to Maryland law. The Circuit Court for Anne Arundel County, Maryland will retain jurisdiction to enforce this Agreement, and shall have exclusive jurisdiction over disputes related to this Agreement; all Parties irrevocably consent to the jurisdiction of the Circuit Court for Anne Arundel County, Maryland.

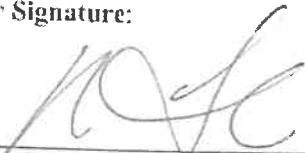
26. Counterparts, Electronic Signatures.

This Agreement may be executed electronically and in multiple counterparts, all of which taken together shall constitute one and the same original.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the undersigned Party has executed this Settlement, Riparian Rights, and Mutual Release Agreement on and as of the date hereinafter noted.

Party Signature:

  
\_\_\_\_\_  
Kelly Fleischer

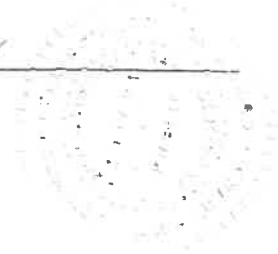
Date signed: 12/14/2022

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 14 day of December, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KELLY FLEISCHER (formerly known as a Kelly Poling), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the same to be her act and deed.

AS WITNESS my hand and Notarial Seal.

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



My Commission Expires:

JENNIFER LYNN SCHILPP  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
May 26, 2025

IN WITNESS WHEREOF, the undersigned Party has executed this Settlement, Riparian Rights, and Mutual Release Agreement on and as of the date hereinafter noted

Party Signature:

Reece Eikenberg  
Reece Eikenberg

Date signed: 12/13/2022

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 13 day of December, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared REECE EIKENBERG, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the same to be his act and deed.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

My Commission Expires: 10/11/2025

This is to certify that the within instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]  
Ashley L. Ensor (CPF 1612130158)  
David McL. Williams (CPF 7512010347)  
GORMAN & WILLIAMS  
36 South Charles Street, Suite 900  
Baltimore, Maryland 21201

# Appendix A



**Pen Mar Environmental Services, LLC**

*for your environmental permit needs*

P.O. Box 6809

Annapolis, MD 21401

443.875.3955

2dmusser1@gmail.com

**PROPOSAL**

Date: September 15, 2022

Project: Pier Improvement  
850 North Shore Road  
Glen Burnie, Maryland

Attention: Kelly Poling, Owner  
850 North Shore Road  
Glen Burnie, MD 21060

Scope of Work:

**Task One:** Pen Mar Environmental Services, LLC will prepare and submit the Anne Arundel County building permit application with plans and the MDE State permit application with plans for a pier improvement permit. This Task does not include a surveyed plan as may be required by the County.  
COST \$1,500.00

**Task Two:** If required, Pen Mar Environmental Services, LLC will prepare and submit Anne Arundel County Variance application package for a proposed pier improvement within required County setbacks. Includes posting of signs prior to the hearing and attendance at scheduled variance hearing.  
COST \$1,500.00

**Fees:** County Permit Application Fee.....\$110.00  
State Permit Application Fee.....\$300.00  
County Variance Application Fee.....\$250.00


If you are in agreement with the above proposal to perform the identified task(s), please sign and date below and return to our office with an initial payment of \$750.00. At the time of submission, Owner will sign the applications and provide the application fees. If a Variance is required, then Owner will provide the first one-half payment at the time the application is prepared and ready for signature. It is anticipated that this work will begin immediately upon signature. Final payment will be due upon completion of the Tasks. There is no guarantee that a Variance will be approved.

  
DE93667110F42E...  
Kelly Poling, Owner

9/22/2022

Date

Thank you for allowing us to perform these services for you. Should you have any questions, please do not hesitate to contact me at 443.875.3955.

 9/15/22  
Douglas Musser, Owner

Real Property Data Search ( )

Search Result for: ANNE ARUNDEL COUNTY

<a href="#">View Map</a>	<a href="#">View GroundRent Redemption</a>	<a href="#">View GroundRent Registration</a>	
<a href="#">View Tax Department (if applicable)</a>			
Account Identifier:	District - 03 Subdivision - 750 Account Number - 06677200		
Owner Information			
Owner Name:	POLING KELLY F	Use: RESIDENTIAL	
Mailing Address:	850 N SHORE DR GLEN BURNIE MD 21060-8510	Principal Residence: YES Deed Reference: /30126/ 00010	
Location & Structure Information			
Premises Address:	850 NORTH SHORE DR GLEN BURNIE 21060-0000 Waterfront	Legal Description: LT 27 SC L 850 NORTH SHORE DR SILVER SANDS	
Map:	Grid: Parcel:	Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:	
0017	0001 0474 3210050.02	750 L 27 2023 Plat Ref: 0021/0036	
Town: None			
Primary Structure Built:	Above Grade Living Area:	Finished Basement Area: Property Land Area: County Use:	
2013	1,520 SF	5,500 SF	
Stories:	Basement type:	Exterior Quality:	
2	YES	STANDARD UNITS/DING/4	
		2 full/1 half 1 Attached	
Last Notice of Major Improvements			
Value Information			
	Base Value	Value	Phase-in Assessments
		As of	As of
		07/01/2020	07/01/2022
Land	306,300	306,300	
Improvements	205,600	205,600	
Total:	511,900	511,900	511,900
Preferential Land:	0		
Transfer Information			
Seller: POLING JOSEPH S	Date: 10/05/2016	Price: \$0	
Type: NON-ARMS LENGTH OTHER	Deed: /30126/ 00010	Deed2:	
Seller: CLARK PAUL G	Date: 06/24/2014	Price: \$489,500	
Type: ARMS LENGTH IMPROVED	Deed: /27395/ 00250	Deed2:	
Seller: COULTER, FREDK J	Date: 11/23/2010	Price: \$110,000	
Type: ARMS LENGTH IMPROVED	Deed: /22908/ 00277	Deed2:	
Exemption Information			
Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00	0.00
Special Tax Recapture:	None		
Homestead Application Information			
Homestead Application Status: Approved 09/08/2014			
Homeowners' Tax Credit Application Information			
Homeowners' Tax Credit Application Status: No Application Date:			

# **Appendix B**

# Shoreline Marine Construction llc



4610 Mountain Road ♦ Pasadena, MD 21122

Phone (443) 831-2382 ♦ E-Mail: shorelineconstructionMD@comcast.net

Mhic#126836

Members of the Maryland marine contractors Association. Lic#080(i)

## **PROPOSAL # 9094**

October 6, 2022

Kelly Fleischer  
850 North Shore Road  
Pasadena, MD 21122  
Phone 443-506-9137  
Email Kelly\_fleischer@hotmail.com

Dear Mrs Fleischer,

We hereby propose to furnish materials and labor necessary for the repairs to the existing pier. The 10' x 20' platform will be completely removed and hauled away. The two large boatlifts and 4 mooring pilings will be removed. A new 40' x 6' pier extension will be constructed with all new materials. All new pilings on the new pier will be 12" and placed on 10' centers. All new framing lumber will be 3" x 8" stringers and 3" x 10" whalers. All will be 1.5 CCA treated. 3/4" hardware will be used throughout both stringers and clamps. All outer hardware will be countersunk. New class #1 2" x 8" decking will be fastened with 3" stainless screws. All new pilings will be capped with either vinyl or copper. 4 new 12" mooring pilings will be driven. One of the old boatlifts will be re-installed. (This proposal does not include any new boatlift parts that may be required)

All new pilings will be driven to refusal.

Project will take approx. 2 working days to complete.

### Material List:

- 12" butt pilings
- 3" stainless screws
- 3" x 8" stringers
- 3" x 10" clamps
- 2" x 8" class #1 decking
- 3/4" galvanized hardware
- Copper or vinyl tops
- 40d galvanized nails

- Shoreline Marine is insured and bonded through Bay Area Insurance.
- All lumber will be class #1 marine grade. (Marine and commercial use only).

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: \$ 23,890.00

Payment is to be made as follows: \$1,000.00 will be due upon barge delivery. \$12,000.00 will be due upon half completion. The remaining \$10,890.00 will be due upon completion.

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are not responsible for back fill on any bulkhead or electric on any pier unless specified on proposal.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Ross

Customer Signature:  \_\_\_\_\_ Date: 12/6/2022

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

- Paid by:
- Cash
  - Check # \_\_\_\_\_

# Shoreline Marine Construction llc



4610 Mountain Road ♦ Pasadena, MD 21122

Phone (443) 831-2382 ♦ E-Mail: shorelineconstructionMD@comcast.net

Mhic#126836

Members of the Maryland marine contractors Association. Lic#080(i)

## PROPOSAL # 9095

October 6, 2022

Kelly Fleischer  
850 North Shore Road  
Pasadena, MD 21122  
Phone 443-506-9137  
Email Kelly\_fleischer@hotmail.com

Dear Mrs. Fleischer,

We hereby propose to furnish materials and labor necessary for the installation of a new timber bulkhead 33' with 16' of returns and 4' high. Total constructed length of 49'. The existing wall will be removed and hauled away. New 10" pilings will be placed on 5' centers. CCA treated 6" x 6" whalers will be fastened on the top and bottom with 3/4" hardware. New 2" x 10" Tongue & Groove will be driven into the bottom 4'. A 3" x 8" locking whaler will be fastened with 3/4" hardware. A 2" x 10" class # 1 cap board will be placed along the top. Sediment cloth will be properly emplaced and clean fill will be used to grade. A minimum of 8" of certified topsoil will be completed. All pilings will be capped with copper.

All new pilings will be driven to refusal.

Project will take approx. 4 working days to complete.

### Material List:

- 10" butt pilings
- 3" stainless screws
- 3" x 8" locking whaler
- sediment cloth
- 6" x 6" whalers
- clean sandy fill
- 2" x 10" T&G
- topsoil
- 3/4" galvanized hardware
- Copper
- 40d galvanized nails

- Shoreline Marine is insured and bonded through Bay Area Insurance.

-All lumber will be class #1 marine grade. (Marine and commercial use only).

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: \$ 24,600.00

Payment is to be made as follows: \$1,000.00 will be due upon proposal acceptance. \$12,000.00 will be due upon starting date. The remaining \$11,600.00 will be due upon completion.

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are not responsible for back fill on any bulkhead or electric on any pier unless specified on proposal.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Ross

Customer Signature: \_\_\_\_\_  \_\_\_\_\_ Date: 12/6/2022

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Paid by:

- Cash
- Check # \_\_\_\_\_

# Appendix C



**Pen Mar Environmental Services, LLC**

*for your environmental permit needs*

P.O. Box 6809

Annapolis, MD 21401

443.875.3955

2dmusser1@gmail.com

**PROPOSAL**

Date: September 15, 2022

Project: Pier Improvement  
852 North Shore Road  
Glen Burnie, Maryland

Attention: Reece Eikenberg, Owner  
852 North Shore Road  
Glen Burnie, MD 21060

**Scope of Work:**

**Task One:** Pen Mar Environmental Services, LLC will prepare and submit the Anne Arundel County building permit application with plans and the MDE State permit application with plans for a pier improvement permit. This Task does not include a surveyed plan as may be required by the County.  
COST \$1,500.00

**Task Two:** If required, Pen Mar Environmental Services, LLC will prepare and submit Anne Arundel County Variance application package for a proposed pier improvement within required County setbacks. Includes posting of signs prior to the hearing and attendance at scheduled variance hearing.  
COST \$1,500.00

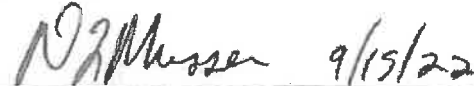
**Fees:** County Permit Application Fee.....\$110.00  
State Permit Application Fee.....\$750.00  
County Variance Application Fee.....\$250.00

If you are in agreement with the above proposal to perform the identified task(s), please sign and date below and return to our office with an initial payment of \$750.00. At the time of submission, Owner will sign the applications and provide the application fees. If a Variance is required, then Owner will provide the first one-half payment at the time the application is prepared and ready for signature. It is anticipated that this work will begin immediately upon signature. Final payment will be due upon completion of the Tasks. There is no guarantee that a Variance will be approved.

  
\_\_\_\_\_  
Reece Eikenberg, Owner

09/16/2022  
\_\_\_\_\_  
Date

Thank you for allowing us to perform these services for you. Should you have any questions, please do not hesitate to contact me at 443.875.3955.

  
\_\_\_\_\_  
Douglas Musser, Owner

Real Property Data Search {}  
 Search Result for ANNE ARUNDEL COUNTY

View Map View GroundRent Redemption View GroundRent Registration

Special Tax Recapture: None  
 Account Identifier:

District - 03 Subdivision - 750 Account Number - 06677100

Owner Information

Owner Name: EIKENBERG REECE Use: RESIDENTIAL  
 Principal Residence: YES  
 Mailing Address: 852 NORTH SHORE DR Deed Reference: /34662/00489  
 GLEN BURNIE MD 21060.

Location & Structure Information

Premises Address: 852 NORTH SHORE DR Legal Description: LT 28 SC L  
 GLEN BURNIE 21060-0000 852 NORTH SHORE DR  
 Waterfront SILVER SANDS

Map: Grid: Parcel: Neigh. Subdivision: Section: Block: Lot: Assessment Year: Plat No:  
 0017 00010474 3210050.02 750 L 28 2023 Plat Ref: 0021/0036  
 Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use  
 1952 884 SF 884 SF 5,800 SF

StoriesBasementType ExteriorQualityFull/Half BathGarageLast Notice of Major Improvements  
 1 YES STANDARD UNITFRAME/4 2 full/1 half

Value Information

	Base Value	Phase-in Assessments	
		Value As of	As of
Land:	306,300	01/01/2020	07/01/2022
Improvements	92,800	306,300	07/01/2023
Total:	399,100	399,100	
Preferential Land:	0		

Transfer Information

Seller: GREEN MICHAEL P	Date: 06/01/2020	Price: \$434,900
Type: ARMS LENGTH IMPROVED	Deed: /34662/00489	Deed2:
Seller: MP GREEN 852 SHORE LLC	Date: 10/11/2018	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed: /32560/00244	Deed2:
Seller: COULTER FREDERICK J	Date: 10/16/2017	Price: \$230,000
Type: NON-ARMS LENGTH OTHER	Deed: /31459/00237	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00	0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 10/08/2020

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

# Appendix D

# Shoreline Marine Construction Inc.



4610 Mountain Road ♦ Pasadena, MD 21122  
Phone (443) 831-2382 ♦ E-Mail: shorelineconstructionMD@comcast.net

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Mhic#126836

Members of the Maryland marine contractors Association. Lic#080(i)

## **PROPOSAL # 9097**

October 30, 2022

Reece Eikenberg  
852 North Shore Road  
Pasadena, MD 21122  
Phone 443-486-8747  
Email reeceeikenberg@gmail.com

Dear Mr. Eikenberg,

### Phase #1

We hereby propose to furnish materials and labor necessary for the extension of the existing pier. A new 15' x 5' pier extension will be constructed with all new materials. All new pilings on the new pier will be 12" and driven to refusal. All new framing lumber will be 3" x 8" stringers and 3" x 8" walers. All will be 1.5 CCA treated. 3/4" hardware will be used throughout both stringers and clamps. All outer hardware will be countersunk. New class #1 2" x 8" decking will be fastened with 3" stainless screws. All new pilings will be capped with either vinyl or copper. 2 new 12" mooring pilings will be driven to accommodate a boatlift.

### Phase #2

A new 64' x 4' vinyl bulkhead will be constructed. New 10" pilings will be driven on 5' centers. CCA treated 6" x 6" walers will be fastened with 3/4" hardware. Everlast 3.1 Vinyl sheets will be driven in the bottom Approx. 4' deep. A 3" x 8" locking waler will be fastened to the rear of the wall and fastened with 3/4" hardware. The new wall will have a 18" boardwalk installed with class #1 2" x 8" decking and fastened with 3" stainless screws. All new pilings will be capped with copper. The old wall will be removed and hauled away. The new wall will be filled with gravel to eliminate hydrostatic pressure and topped with certified topsoil. Seed and straw will be placed on top of the new grade.

All new pilings will be driven to refusal.

Project will take approx. 5 working days to complete.

Material List:

- 12" & 10" butt pilings
- 3" x 8" stringers
- 3" x 8" clamps
- 2" x 8" class #1 decking
- 3/4" galvanized hardware
- Copper
- 40d galvanized nails
- 3" stainless screws
- Everlast 3.1 vinyl
- 6" x 6" whalers
- gravel
- topsoil

- Shoreline Marine is insured and bonded through Bay Area Insurance.  
 -All lumber will be class #1 marine grade. (Marine and commercial use only).

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: \$ 41,900.00

Payment is to be made as follows: \$1,000.00 will be due upon barge delivery. \$22,000.00 will be due upon half completion. The remaining \$18,900.00 will be due upon completion.

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are not responsible for back fill on any bulkhead or electric on any pier unless specified on proposal.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Robert Ross

Customer Signature: Reece Eikenberg Date: 11/03/2022  
 Reece Eikenberg

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Paid by:  
 Cash  
 Check # \_\_\_\_\_