

## AMENDMENT TO LAND USE AGREEMENT

THIS AMENDMENT TO LAND USE AGREEMENT (hereinafter referred to as this “**Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between EGYPT ROAD LAND, LLC, a Maryland limited liability company (“**Owner**”); AMANDA N. BRAMBLE and TIMOTHY M. WRIGHT; THE COMMISSIONERS OF CAMBRIDGE, a municipal corporation of the State of Maryland (the “**City**”); and the STATE OF MARYLAND, to the use of the Department of Natural Resources (the “**State**”).

WHEREAS, the State, The Thomas Land Group, LLC (“**Thomas**”), and Egypt Road, LLC (“**Egypt Road**”), previously entered into that certain Land Use Agreement dated May 29, 2007 and recorded among the Land Records of Dorchester County, Maryland (the “**Land Records**”) in Liber MLB 815, folio 463 (the “**Agreement**”), which by operation of its terms affected the following properties:

Two parcels of land owned by Thomas, containing a total of 319.425 acres, more or less, located in Dorchester County, Maryland, the first being a 263.407 acre parcel and the second a 56.018 acre parcel, as more particularly and respectively described in Exhibit 1 and Exhibit 2 attached hereto, and respectively identified as “**Parcel A**” and “**Parcel B**” on the survey titled “The Land to Be Conveyed to the State of Maryland and the Lands to Be Retained by Thomas Land Group, LLC, & Egypt Road, LLC,” dated December 20, 2006 (the “**2006 Survey**”), attached hereto as Exhibit 3 (respectively, “**Parcel 1**” and “**Parcel 2**”); and

Two parcels of land also owned by Thomas, totaling 19.425 acres, more or less, consisting of the right-of-way for Egypt Road, as more particularly described in Exhibit 4 attached hereto, and identified as “**Parcel C**” and “**Parcel D**” on the 2006 Survey (the “**Egypt Road Right-of-Way**”); and

A 5.047 acre parcel of land owned by Egypt Road, located in Dorchester County, commonly known as 4901 Egypt Road, Cambridge, Maryland, and as more particularly described in Exhibit 5 attached hereto, and identified as the “**Connolly Parcel**” on the 2006 Survey (the “**Connolly Parcel**”); and

Two parcels of land owned by the State, containing 728.313 acres of land, more or less, adjacent to Parcels 1 and 2, as more particularly described in Exhibit 6 attached hereto, and as identified on the 2006 Survey as Parcels “**East**” and “**West**” (collectively, the “**State Land**”); and

WHEREAS, Owner since acquired Parcel 1 and Parcel 2 from a successor-in-interest to Thomas by deed dated May 19, 2020, recorded among the Land Records in Liber AJC 1578, folio 1, and is the current record owner of Parcel 1 and Parcel 2; and

WHEREAS, Thomas since dedicated the Egypt Road Right-of-Way to the City, by deed dated October 6, 2008, recorded among the Land Records in Liber MLB 887, folio 575, the City being the current record owner of the Egypt Road Right-of-Way; and

WHEREAS, Cedar Pointe Investments, LLC, a Maryland limited liability company (“Cedar Pointe”), since acquired the Connolly Parcel from Egypt Road by deed dated February 8, 2008, recorded among the Land Records in Liber MLB 850, folio 681; and

WHEREAS, Amanda N. Bramble and Timothy M. Wright since acquired the Connolly Parcel from Cedar Pointe by deed dated June 8, 2012, recorded among the Land Records in Liber MLB 1091, folio 220, and are the current record owners of the Connolly Parcel as tenants by the entirety; and

WHEREAS, the State remains the record owner of the State Land; and

WHEREAS, the parties, as the same or the successors in interest to the parties to the Agreement, now desire to amend the Agreement to permit the development of a solar photovoltaic facility on Parcel 1 and Parcel 2 (the “Solar Facility”) approved by the Maryland Public Service Commission (the “Commission”) through issuance of Order No. 88659 granting a Certificate of Public Convenience and Necessity (“CPCN”) to the Solar Facility, subject to the conditions and restrictions provided therein, including compliance with the City’s Unified Development Code and the special exception issued pursuant thereto by the City’s Board of Appeals in Case No. 2018-005, attached hereto as Exhibit 7; and

WHEREAS, the Solar Facility shall be an additional use allowed on Parcel 1 and Parcel 2, as an alternative to and in place of, the residential development currently allowed on Parcel 1 and Parcel 2 pursuant to Section 3 and Section 4 of the Agreement; and

WHEREAS, if the owner of Parcel 1 or Parcel 2 ever elects to develop Parcel 1 or Parcel 2 for residential purposes pursuant to Section 3 and Section 4 of the Agreement, either in lieu of or as a later replacement of the Solar Facility, said residential development shall be allowed pursuant to the terms contained in the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement and, by this Amendment, hereby amend the Agreement as follows:

1. The State hereby acknowledges and agrees that the obligations of Thomas/Egypt under Section 2.5 have been satisfied in full.

2. Section 2.9(c) is hereby amended to add the following sentence at the end of Section 2.9(c):

“Section 2.9(c) shall not apply to Parcel 1 or Parcel 2 during the period that a solar photovoltaic facility is installed on these parcels in lieu of residential development, as approved by the Maryland Public Service Commission (the “Commission”) through issuance of Order No. 88659 granting a Certificate of Public Convenience and Necessity (“CPCN”) to the Solar Facility, subject to the conditions and restrictions provided therein.”

3. Section 3 is hereby amended to add the following Section 3.3 at the end of Section 3:

**“3.3 Notwithstanding Sections 3.1 and 3.2 above or anything else contained in this Agreement, a solar photovoltaic facility shall be allowed to be developed on Parcel 1 in lieu of residential development, as approved by the Commission through issuance of Order No. 88659 granting a CPCN to the Solar Facility, subject to the conditions and restrictions provided therein. The Solar Facility shall comply with all licensing conditions and requirements specified in Order No. 88659 or as modified by the Commission.”**

4. Section 4 is hereby amended to add the following Section 4.4 at the end of Section 4:

**“4.4 Notwithstanding Sections 4.1, 4.2 and 4.3 above or anything else contained in this Agreement, a solar photovoltaic facility shall be allowed to be developed on Parcel 2 in lieu of residential development, as approved by the Commission through issuance of Order No. 88659 granting a CPCN to the Solar Facility, subject to the conditions and restrictions provided therein. The Solar Facility shall comply with all licensing conditions and requirements specified in Order No. 88659 or as modified by the Commission.”**

5. Section 9 is hereby amended to add the following Section 9.8:

**“9.8 The provisions of Sections 5 and 6 shall apply to residential development of Parcel 1 or Parcel 2, but shall not be triggered by, and shall not apply to development or improvement of Parcel 1 pursuant to Section 3.3 above or Parcel 2 pursuant to Section 4.4 above.”**

6. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts together shall constitute but one and the same Agreement.

7. In all other respects, the Agreement shall remain in full force and effect.

***[Signatures on Following Pages]***

WITNESS, the hands and seals of the said parties hereto as of the day and year first above written.

WITNESS/ATTEST:

EGYPT ROAD LAND, LLC, a Maryland limited liability company

[Signature]

By: [Signature] (SEAL)  
Frank DePew, Manager

STATE OF VIRGINIA  
COUNTY OF HENRICO

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of May, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared *Frank DePew*, who is the Manager of EGYPT ROAD LAND, LLC, a Maryland limited liability company, and as such, being authorized so to do, executed the foregoing Amendment to Land Use Agreement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 04/30/2021

[Signatures Continue on Following Pages]





5/19/20 [Signature]

Amanda N. Bramble (SEAL)  
AMANDA N. BRAMBLE

5/19/20 [Signature]

[Signature] (SEAL)  
TIMOTHY M. WRIGHT

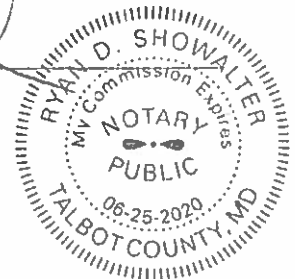
STATE OF MARYLAND, COUNTY OF TALBOT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of May, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared TIMOTHY M. WRIGHT, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 6/25/20



STATE OF MARYLAND, COUNTY OF TALBOT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of May, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared AMANDA N. BRAMBLE, known to me, or satisfactorily proven to be, the persons whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 6/25/20



[Signatures Continue on Following Pages]

**THE COMMISSIONERS OF CAMBRIDGE, a  
municipal corporation of the State of Maryland**

\_\_\_\_\_  
Patrick Comiskey, City Manager

By: \_\_\_\_\_(SEAL)  
Andrew Bradshaw, Mayor

Approved as to form and legal sufficiency

\_\_\_\_\_  
Patrick Thomas, Assistant City Attorney

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared *Andrew Bradshaw*, Mayor of THE COMMISSIONERS OF CAMBRIDGE, a Maryland municipal corporation, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amended and Restated Land Use Agreement, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said City of Cambridge by signing the name of the City by himself as Mayor.

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

***[Signatures Continue on Following Pages]***

WITNESS/ATTEST:

**DEPARTMENT OF NATURAL RESOURCES**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jeannie Haddaway-Riccio, Secretary

Approved as to form and legal sufficiency

\_\_\_\_\_  
Roger Medoff, Assistant Attorney General

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEANNIE HADDAWAY-RICCIO, Secretary of the Department of Natural Resources of the State of Maryland, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that she executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

***[Signatures Continue on Following Page]***



Approved by Board of Public Works of the State of Maryland at a meeting held on the \_\_\_ day of \_\_\_\_\_, 2021, Item \_\_\_\_\_, DGS.

\_\_\_\_\_(SEAL)  
Lawrence J. Hogan, Jr., Governor

\_\_\_\_\_(SEAL)  
Peter Franchot, Comptroller

\_\_\_\_\_(SEAL)  
Nancy K. Kopp, Treasurer

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lawrence J. HOGAN, Jr., Governor, member of the Board of Public Works of the State of Maryland, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

*[Acknowledgments Continue on Following Page]*

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PETER FRANCHOT, Comptroller, member of the Board of Public Works of the State of Maryland, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared NANCY K. KOPP, Treasurer, member of the Board of Public Works of the State of Maryland, known to me, or satisfactorily proven to be, the person whose name is subscribed to the within Amendment to Land Use Agreement, who signed the same in my presence and acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated.

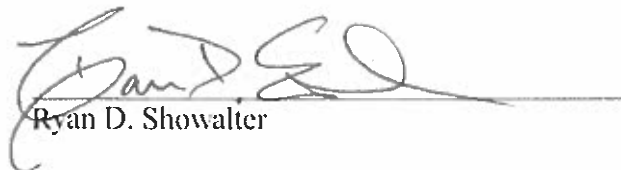
AS WITNESS my hand and Notarial Seal.

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

My Commission Expires: \_\_\_\_\_

CERTIFICATION

I hereby certify that I am an attorney licensed to practice by the Court of Appeals of Maryland and that the foregoing was prepared under my supervision.

  
Ryan D. Showalter

**EXHIBIT 1  
PARCEL 1 DESCRIPTION**

**BEGINNING** at a point, said point being the Southwest corner of the parcel hereafter described and bearing North 07 Degrees 36 Minutes 04 Seconds East a distance of 470.59 feet from an iron rod set at the Southeast corner of the lands of Philip P. and Helen M. Malkus as described in deed Liber 109, folio 136 as tract two; thence with said Malkus land North 07 Degrees 36 Minutes 04 Seconds East a distance of 2970.32 feet to a stone found; thence North 81 Degrees 53 Minutes 06 Seconds West a distance of 1205.51 feet to a point at the Southeast corner of the lands of Alfred W. and Roberta L. Foster, L/E as described in deed Liber 294, folio 316; thence with said Foster land, North 12 Degrees 16 Minutes 17 Seconds East a distance of 326.80 feet to a concrete monument found, passing over a concrete monument found a distance of 5.02 feet from the beginning; thence North 21 Degrees 51 Minutes 16 Seconds East a distance of 815.39 feet to a iron rod set at the Northwest corner of the land described herein and lying on the Southerly line of Lot 6 of the Opher Lots as described in deed Liber 29, folio 168; thence North 87 Degrees 14 Minutes 05 Seconds East a distance of 422.83 feet to an iron rod set near an uprooted hewn stone at the Southwest corner of the land of the County Commissioners of Dorchester County as described in deed Liber 179, folio 664; thence with said Commissioners land North 88 Degrees 36 Minutes 12 Seconds East a distance of 368.51 feet to an iron rod set; thence North 83 Degrees 45 Minutes 46 Seconds East a distance of 2688.53 feet to a point 40 feet west of the centerline of Egypt Road, said point also bearing South 83 Degrees 45 Minutes 46 Seconds West a distance of 13.48 feet from an iron rod set; thence with said road 40 feet West of said centerline South 10 Degrees 08 Minutes 58 Seconds East a distance of 147.20 feet to a point; thence with a curve to the right with an arc length of 350.85 feet, a radius of 760.00 feet, a chord length of 347.74 feet, bearing South 03 Degrees 04 Minutes 32 Seconds West; thence South 16 Degrees 18 Minutes 03 Seconds West a distance of 3317.06 feet to a point; thence South 15 Degrees 45 Minutes 34 Seconds West a distance of 1100.07 feet to point; thence South 15 Degrees 20 Minutes 35 Seconds West a distance of 265.15 feet to a point; thence for a new line of division North 74 Degrees 39 Minutes 25 Seconds West a distance of 1807.54 feet to the point and place of beginning, containing an area of 263.407 acres, more or less.

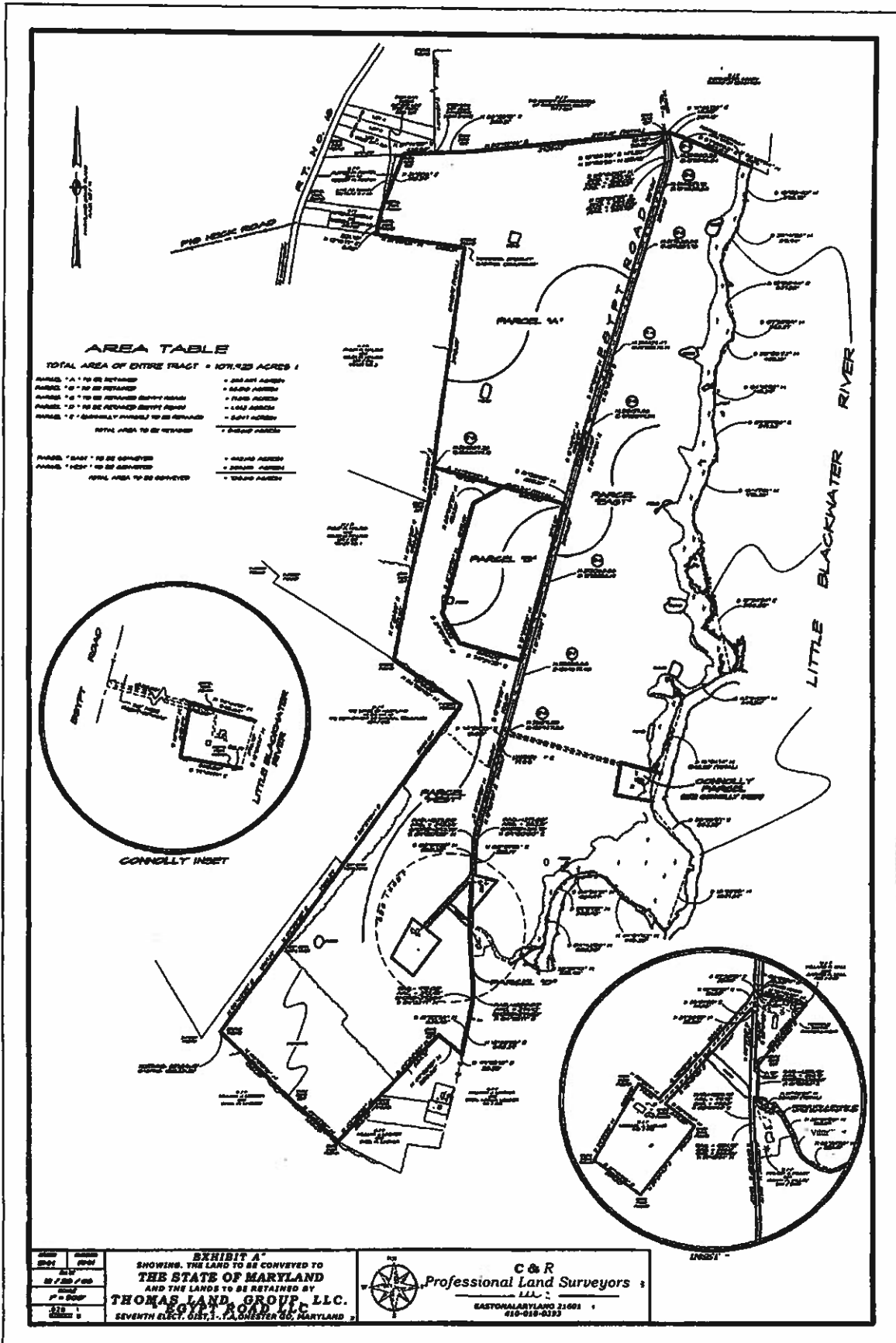
**BEING** shown and designated as Parcel "A" on the plat dated December 20, 2006 by C & R Professional Land Surveyors, LLC, which plat is attached hereto as Exhibit D.

**EXHIBIT 2**  
**PARCEL 2 DESCRIPTION**

**BEGINNING** at the Southeast corner of the land described above as Parcel "A" at a point 40 feet west of the centerline of Egypt Road; thence with said road 40 feet West of the centerline South 15 Degrees 20 Minutes 35 Seconds West a distance of 2173.10 feet to a point; thence for new lines of division North 74 Degrees 39 Minutes 25 Seconds West a distance of 850.00 feet to a point; North 29 Degrees 39 Minutes 25 Seconds West a distance of 452.55 feet to a point; North 15 Degrees 20 Minutes 35 Second East a distance of 1533.10 feet to a point; North 60 Degrees 20 Minutes 35 Seconds East a distance of 452.55 feet to a point on the Southerly line of said Parcel "A"; thence with said Parcel "A" South 74 Degrees 39 Minutes 25 Seconds East a distance of 850.00 feet to the point and place of beginning, containing an area of 56.018 acres more or less.

**BEING** shown and designated as Parcel "B" on the plat dated December 20, 2006 by C & R Professional Land Surveyors, LLC, which plat is attached hereto as Exhibit D.

**EXHIBIT 3  
THE 2006 SURVEY**



**EXHIBIT 4**  
**EGYPT ROAD RIGHT-OF-WAY DESCRIPTION**

Those parcels of land described as “Parcel ‘C’ (Egypt Road) = 17.696 acres” and “parcel ‘D’ (Egypt Road) = 1.442 acres” as the same are shown on a plat captioned “Plat Showing Re-Subdivision of The Land of Thomas Land Group, LLC and Egypt Road, LLC,” prepared by Robert M. Hughes & Associates, Inc. recorded among the Plat Record Books of Dorchester County, Maryland in Plat Cabinet MLB 53, pages 114-115.

BEING a portion of the same property conveyed by William Henry Thomas to Grantor, by a deed dated August 3, 2004 and recorded among the Land Records of Dorchester County, Maryland in Liber 0597, folio 0080.



**EXHIBIT 5  
CONNOLLY PARCEL DESCRIPTION**

**ALL** that tract or parcel of land situated and lying in the Ninth Election District of Dorchester County, Maryland, being shown and designated as "Parcel 'E'" as set forth on a plat entitled "**Plat Showing Re-Subdivision of the Land of Thomas Land Group, LLC and Egypt Road, LLC,**" prepared by Robert M. Hughes & Associates, Inc. and dated May 1, 2007, which plat is recorded among the Plat Records of Dorchester County, Maryland at Plat Book 53, page 114, and being the same parcel as shown and delineated as "**AREA = 5.047 ACRES±**" as shown and delineated upon a survey plat entitled "**Plat Showing the Land of Cedar Pointe Investments, LLC,**" prepared by Robert M. Hughes & Associates, Inc., dated March 14, 2008, which plat is attached hereto as Exhibit A and is also recorded among the Plat Records for Dorchester County, Maryland, in Plat Cabinet Liber No. 58, Folio 55; containing 5.047 acres of land, more or less.

**TOGETHER WITH** a fifty (50) foot wide easement and right-of-way for ingress and egress from the property hereby intended to be conveyed to Egypt Road, as shown and delineated upon the aforesaid Plats, and also as set forth in a Utility Easement Agreement dated June 1, 2007 and recorded among the aforesaid Land Records in Liber No. 811, Folio 262, and as described in a deed dated December 27, 1974, and recorded among the aforesaid Land Records in Liber No. 188, folio 232, and also as set forth in a Deed dated April 28, 2005, and recorded among the aforesaid Land Records in Liber No. 659, Folio 537.

**AND TOGETHER WITH** a utility easement as set forth in a Utility Easement Agreement dated June, 2007, and recorded among the Land Records for Dorchester County, Maryland in Liber No. 811, Folio 262.

**BEING** the same land and property which was conveyed unto Cedar Pointe Investments, LLC, a Maryland limited liability company, by Egypt Road, LLC, a Maryland limited liability company, by deed dated February 8, 2008, and recorded among the Land Records for Dorchester County, Maryland in Liber No. 850, folio 681.

**THE** improvements thereon being known and designated as **4901 Egypt Road, Cambridge, Maryland.**

**EXHIBIT 6  
STATE LAND DESCRIPTION**

**PARCEL "EAST"**

**BEGINNING** at a point on the Southerly boundary of the Land of Dorchester County Board of Education and 40 feet East of the centerline of Egypt Road, said point having a Maryland State Plane Coordinate of North 319100.28, East 1571596.04; thence running and binding with said Board of Education South 71 Degrees 46 Minutes 02 Seconds East a distance of 209.15 feet to a point; Thence South 67 Degrees 09 Minutes 52 Seconds East a distance of 907.50 feet to a point; Thence South 66 Degrees 07 Minutes 34 Seconds East a distance of 80 feet+ to a point on the Western side of the Little Blackwater River; Thence running with said River generally, the following eleven courses, South 10 Degrees 38 Minutes 40 Seconds West a distance of 670.73 feet to a point; Thence South 23 Degrees 41 Minutes 36 Seconds West a distance of 671.94 feet to a point; Thence South 13 Degrees 00 Minutes 44 Seconds East a distance of 827.58 feet to a point; Thence South 07 Degrees 53 Minutes 09 Seconds West a distance of 232.37 feet to a point; Thence South 30 Degrees 06 Minutes 22 Seconds West a distance of 405.18 feet to a point; Thence South 04 Degrees 13 Minutes 35 Seconds West a distance of 743.29 feet to a point; Thence South 09 Degrees 39 Minutes 06 Seconds East a distance of 377.54 feet to a point; Thence South 18 Degrees 47 Minutes 01 Seconds West a distance of 978.36 feet to a point; Thence South 13 Degrees 39 Minutes 29 Seconds East a distance of 2138.02 feet to a point; Thence South 62 Degrees 51 Minutes 00 Seconds West a distance of 699.34 feet to a point; Thence South 16 Degrees 34 Minutes 14 Seconds West a distance of 1084.30 feet to the Northeastern corner of the land now or formerly of Egypt Road, LLC. (deed reference 659 / 537); Thence North 74 Degrees 49 Minutes 19 Seconds West a distance of 548.64 feet to a point, passing over a concrete monument found a distance of 352.61 feet from the beginning ; Thence South 10 Degrees 10 Minutes 41 Seconds West a distance of 442.09 feet to a point; Thence South 79 Degrees 49 Minutes 19 Seconds East a distance of 502.38 feet to the Little Blackwater River, passing over a concrete monument found, a distance of 419.19 feet from the beginning; Thence with said river generally, the following twelve courses, South 16 Degrees 34 Minutes 14 Seconds West a distance of 61.30 feet to a point; Thence South 38 Degrees 56 Minutes 37 Seconds East a distance of 862.53 feet to a point; Thence South 18 Degrees 53 Minutes 35 Seconds West a distance of 1047.89 feet to a point; Thence North 49 Degrees 57 Minutes 42 Seconds West a distance of 1146.26 feet to a point; Thence South 84 Degrees 36 Minutes 31 Seconds West a distance of 409.97 feet to a point; Thence South 39 Degrees 57 Minutes 51 Seconds West a distance of 380.96 feet to a point; Thence South 09 Degrees 42 Minutes 03 Seconds West a distance of 603.50 feet to a point; Thence South 58 Degrees 55 Minutes 45 Seconds West a distance of 522.40 feet to a point; Thence North 66 Degrees 24 Minutes 28 Seconds West a distance of 223.19 feet to a point; Thence North 21 Degrees 44 Minutes 05 Seconds West a distance of 167.09 feet to a point; Thence North 28 Degrees 46 Minutes 00 Seconds West a distance of 182.86 feet to a point; Thence North 61 Degrees 42 Minutes 24 Seconds West a distance of 176.18 feet to a point 25 feet East of the centerline of Egypt Road; Thence running with said road along a curve to the right having an arc length of 230.91 feet, a radius of 4236.93 feet, and a chord of 230.88 feet, bearing North 01 Degrees 33 Minutes 56 Seconds East to a point on the Southeastern boundary of the land now or formerly of Willard P. Hall and Carmen A. Hall (deed reference 428 / 825); Thence with said Hall land North 38 Degrees 33 Minutes 02 Seconds East a distance of 509.22 feet to an iron rod set; Thence North 76 Degrees 46 Minutes 01 Seconds West a distance of 303.85 feet to a point 25 feet East of the centerline of Egypt Road and bearing South 76 Degrees 46 Minutes 01 Seconds East 3.9 feet from a stone found, Thence with said road North 02 Degrees 39 Minutes 25 Seconds East a distance of 353.19 feet to a point; Thence along a curve to the right having an arc length of 282.31 feet, a radius of 1275.00 feet, a chord of 281.73 feet, bearing North 09 Degrees 00 Minutes 00 Seconds East to a point; Thence North 15 Degrees 20 Minutes 35 Seconds East a distance of 1150.00 feet to a point; Thence South 74 Degrees 39 Minutes 25 Seconds East a distance of 15.00 feet to a point 40 feet East of the centerline of Egypt Road; Thence with said road North 15 Degrees 20 Minutes 35 Seconds East a distance of 3594.08 feet to a point; Thence North 15 Degrees 45 Minutes 34 Seconds East a distance of 1099.40 feet

to a point; Thence North 16 Degrees 18 Minutes 03 Seconds East a distance of 3316.68 feet to a point; Thence with a curve to the left having an arc length of 387.78 feet, a radius of 840.00 feet, a chord of 384.35 feet, bearing North 03 Degrees 04 Minutes 32 Seconds East to a point, Thence North 10 Degrees 08 Minutes 58 Seconds West a distance of 133.92 feet to the point and place of beginning; containing an area of 442.148 Acres±

### PARCEL "WEST"

**BEGINNING** at a stone found, said stone having a Maryland State Plane Coordinate of North 307041.45, East 1565621.35, said stone being the Southwest corner of the parcel described herein; Thence North 36 Degrees 42 Minutes 23 Seconds East a distance of 1367.14 feet to a 24 inch oak tree; Thence North 35 Degrees 38 Minutes 53 Seconds East a distance of 1402.37 feet to a 24 inch oak tree on the Eastern boundary of the land of The State of Maryland (deed reference 439/670); Thence running with said State of Maryland land, North 36 Degrees 37 Minutes 04 Seconds East a distance of 2665.04 feet to a t-post found; Thence North 56 Degrees 22 Minutes 45 Seconds West a distance of 1073.00 feet to a stone found at the Southeastern corner of the land now or formerly of Philip P. Malkus and Helen M. Malkus (deed reference 109/136); Thence running with said Malkus land North 11 Degrees 26 Minutes 50 Seconds East a distance of 1105.50 feet to an iron rod set; Thence North 13 Degrees 26 Minutes 50 Seconds East a distance of 1056.00 feet to an iron rod set; Thence North 07 Degrees 36 Minutes 04 Seconds East a distance of 470.59 feet to a point; Thence leaving said Malkus lands and running South 74 Degrees 39 Minutes 25 Seconds East a distance of 957.54 feet; Thence South 60 Degrees 20 Minutes 35 Seconds West a distance of 452.55 feet to a point; Thence South 15 Degrees 20 Minutes 35 Seconds West a distance of 1533.10 feet to a point; Thence South 29 Degrees 39 Minutes 25 Seconds East a distance of 452.55 feet to a point; Thence South 74 Degrees 39 Minutes 25 Seconds East a distance of 850.00 feet to a point 40 feet West of the centerline of Egypt Road; Thence with said road South 15 Degrees 20 Minutes 35 Seconds West a distance of 1156.13 feet to a point; Thence South 74 Degrees 39 Minutes 25 Seconds East a distance of 15.00 feet to a point 25 feet West of the centerline of Egypt Road; Thence with said road South 15 Degrees 20 Minutes 35 Seconds West a distance of 1150.00 feet to a point; Thence with a curve to the left with an arc length of 293.38 feet, a radius of 1325.00 feet, a chord of 292.78 feet bearing South 09 Degrees 00 Minutes 00 Seconds West to a point; Thence South 02 Degrees 39 Minutes 25 Seconds West a distance of 330.23 feet to an iron rod found at the Northernmost corner of the lands now or formerly of Michael J. LaClair (deed reference 435 / 596); Thence with said LaClair lands South 32 Degrees 52 Minutes 56 Seconds West a distance of 101.05 feet to an iron rod found; Thence South 42 Degrees 45 Minutes 43 Seconds West a distance of 864.94 feet to an iron rod found; Thence North 52 Degrees 25 Minutes 11 Seconds West a distance of 171.88 feet to an iron rod found; Thence South 29 Degrees 37 Minutes 50 Seconds West a distance of 600.00 feet to an iron rod found; Thence South 51 Degrees 46 Minutes 08 Seconds East a distance of 389.60 feet to an iron rod found; Thence North 37 Degrees 27 Minutes 42 Seconds East a distance of 598.26 feet to an iron rod found; Thence North 52 Degrees 19 Minutes 38 Seconds West a distance of 249.23 feet to an iron rod found; Thence North 42 Degrees 45 Minutes 43 Seconds East a distance of 860.41 feet to an iron rod found; Thence South 28 Degrees 59 Minutes 20 Seconds East a distance of 24.06 feet to an iron rod found 25 feet West of the centerline of Egypt Road; Thence with said road South 02 Degrees 39 Minutes 25 Seconds West a distance of 385.98 feet to a point; Thence with a curve to the left having an arc length of 471.75', a radius of 4286.93', a chord of 471.52', bearing South 00 Degrees 29 Minutes 44 Seconds East to a point; Thence South 03 Degrees 38 Minutes 53 Seconds East a distance of 539.12 feet to a point; Thence with a curve to the right having an arc length of 272.93', a radius of 975.00 feet, a chord of 272.04', bearing South 04 Degrees 22 Minutes 17 Seconds West, to a point; Thence South 12 Degrees 23 Minutes 28 Seconds West a distance of 626.96 feet to a point on the Northern boundary of the lands now or formerly of William J. Lindner and Sybil Wanda Lindner; Thence with said Lindner lands North 49 Degrees 33 Minutes 10 Seconds West a distance of 380.30 feet to an iron rod set; Thence South 44 Degrees 44 Minutes 40 Seconds West a distance of 1124.71

feet to an iron rod found; Thence South 42 Degrees 50 Minutes 46 Seconds West a distance of 852.92 feet to an iron rod found; Thence North 47 Degrees 57 Minutes 01 Seconds West a distance of 788.05 feet to an iron rod set; Thence North 46 Degrees 08 Minutes 15 Seconds West a distance of 1361.25 feet to the point and place of beginning; containing an area of 286.165 Acres±

The land described above being as shown on a plat prepared by C & R Professional Land Surveyors, dated December 20, 2006, entitled "EXHIBIT A SHOWING THE LAND TO BE CONVEYED TO THE STATE OF MARYLAND AND THE LANDS TO BE RETAINED BY THOMAS LAND GROUP, LLC. AND EGYPT ROAD, LLC."