

Resolution No.: 18-22
Introduced: October 16, 2018
Adopted: October 16, 2018

**COUNTY COUNCIL
FOR FREDERICK COUNTY, MARYLAND**

By County Council

SUBJECT: Authorizing and empowering Frederick County, Maryland to enter into an Agricultural Land Preservation Installment Purchase Agreement in order to preserve agricultural land in Frederick County, Maryland; authorizing the County Executive of Frederick County to execute the Agricultural Land Preservation Installment Purchase Agreement on behalf of the County; making certain legislative findings among others concerning the public benefit and purpose of such Installment Purchase Agreement; providing that payments under such Installment Purchase Agreement shall constitute an indebtedness and charge against the general credit and taxing powers of Frederick County within the meaning of any constitutional or charter provision or statutory limitation; and generally providing for and determining various matters and details in connection with the authorization and execution of such Installment Purchase Agreement

R E C I T A L S

Ordinance No. 02-01-297, approved by the Board of County Commissioners of Frederick County (the “Board”) on January 15, 2002, effective February 1, 2002, as amended by Ordinance No. 02-20-316, approved by the Board on October 15, 2002, effective October 15, 2002, as amended by Ordinance No. 07-35-475, approved by the Board on November 27, 2007, effective November 28, 2007, codified as Section 1-13-35 of the Frederick County Code, as amended (together, the “IPA Act”), authorizes County Commissioners of Frederick County to enter into installment purchase agreements to acquire development rights on certain agricultural lands located within Frederick County.

Pursuant to the provisions of Section 808 of the Charter of Frederick County, the authorization of the County Commissioners of Frederick County constitute authorizations of Frederick County, Maryland (the “County”).

Chapter 54 of the Laws of Maryland of 2012 (the “2012 Act”) authorizes and empowers the County to borrow, from time to time, not more than \$100,000,000.00 in order to finance the cost of certain public facilities in Frederick County. The 2012 Act provides that such borrowing may be undertaken in the form of installment purchase obligations executed and delivered by the County for the purpose of acquiring agricultural land and woodland preservation easements.

Pursuant to the authority of the IPA Act and the 2012 Act, the County has agreed to acquire the development rights on approximately 153.919 acres of land owned in fee simple by the Roger Mills, Jr. Revocable Trust Under the Amended and Restated Revocable Trust Agreement of Roger Mills, Jr., Dated April 12, 2016 (the "Owner"), on New Design Road (Tax Map 103, Parcel 25) in Jefferson, Election District 01 (Buckeystown), Frederick County, Maryland (the "Mills Property") and intends to enter into an agricultural land preservation installment purchase agreement (the "Installment Purchase Agreement") with the Owner.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND:

Section 1. That, pursuant to the IPA Act and the 2012 Act, it is hereby found and determined as follows:

- (i) the acquisition of agricultural land preservation easements will supplement the County's existing local agricultural land preservation program to encourage the preservation of agricultural land and to protect and preserve farming;
- (ii) the execution of the Installment Purchase Agreement in exchange for an agricultural land preservation easement will promote the health, welfare and safety of the residents of the County;
- (iii) the Installment Purchase Agreement shall constitute an indebtedness and general obligation of the County and a charge against, and a pledge of the general credit and taxing power of, the County within the meaning of any applicable constitutional or charter provision or statutory limitation;
- (iv) all capitalized terms not defined herein shall have the meanings given them in the Installment Purchase Agreement.

Section 2. Pursuant to the authority of the IPA Act and the 2012 Act, the County hereby approves the acquisition of the Development Rights on the Mills Property at a price of \$665,101.00, pursuant to the Installment Purchase Agreement No. 18-130 substantially in the form attached hereto as Exhibit A (the "Installment Purchase Agreement"). Such acquisition shall be accomplished in accordance with the provisions of the Installment Purchase Agreement. The Installment Purchase Agreement shall be in substantially the form set forth in Exhibit A attached hereto and made a part hereof. The interest rate payable under the Installment Purchase Agreement shall be established by the County prior to closing based on the County's yield on securities acquired to pay the balance of Purchase Price on the Principal Payment Date. Principal and interest on the Installment Purchase Agreement shall be payable at such times and in such places as shall be set forth in Exhibit A. The acquisition of the Development Rights shall be evidenced by a Deed of Easement from the Owner to the County in substantially the form attached to the Installment Purchase Agreement as Exhibit C.

Section 3. Pursuant to the authority of the 2012 Act, the County has determined to borrow on its full faith and credit a sum not to exceed \$665,101.00 and shall evidence such borrowing by the issuance of the Installment Purchase Agreement.

Section 4. The Installment Purchase Agreement shall be executed in the name of the County by the County Executive. The corporate seal of the County shall be affixed to the Installment Purchase Agreement and attested by the signature of the Chief Administrative Officer. The Installment Purchase Agreement shall be a valid and legally binding full faith and credit obligation of the County enforceable in accordance with its terms.

The execution of the Installment Purchase Agreement by such officer shall be conclusive evidence of the due execution of the Installment Purchase Agreement by the County.

In the event that funds available to the County from all sources are insufficient to pay the principal of or the interest on the Installment Purchase Agreement in any fiscal year in which such sums are due, the County shall levy in such fiscal year upon all legally assessable property within the corporate limits of Frederick County ad valorem taxes in rate and amount sufficient to provide for the prompt payment of such principal and interest on the Installment Purchase Agreement in such fiscal year, and, if the proceeds from the collection of taxes so levied in any such fiscal year are inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the County are hereby irrevocably pledged to the payment of the Installment Purchase Agreement as and when it becomes due and payable and to the levy and collection of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Installment Purchase Agreement. The County hereby covenants and agrees with the registered owner of the Installment Purchase Agreement to levy and collect the taxes hereinabove described and to take any action that may be appropriate from time to time during the period that the Installment Purchase Agreement remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.

Section 5. If so required, the County Executive, the Chief Administrative Officer or the Director of Finance shall be responsible for the execution and delivery of any certificate of the County which complies with the requirements of (a) Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury regulations thereunder (the "Treasury Regulations"), and (b) counsel rendering an opinion, if any, on the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made by the County pursuant to the Installment Purchase Agreement ("Bond Counsel").

The County shall set forth in said certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds advanced, if any, under the Installment Purchase Agreement or of any moneys, securities or other obligations which may be deemed to be proceeds under the Installment Purchase Agreement pursuant to said Section 148 or the said Treasury Regulations (collectively, the "Proceeds") based on the County's reasonable expectations on the date of issuance of the Installment Purchase Agreement and will be, to the best of the knowledge of the person executing such certificate, true, correct and complete as of that date.

The County will comply with said Section 148 and said Treasury Regulations and such other requirements of the Code and Treasury Regulations which are applicable to the Installment Purchase Agreement on the date of issuance of the Installment Purchase Agreement and which may subsequently lawfully be made applicable to the Installment Purchase Agreement.

The County will hold and shall invest Proceeds, if any, within its control (if such Proceeds are invested) in accordance with the expectations of the County set forth in said certificate.

The County shall make timely payment of any rebate amount or payment in lieu thereof (or installment thereof) required to be paid to the United States of America in order to preserve the exclusion from gross income for purposes of federal income taxation of the interest portion of payments to be made by the County pursuant to the Installment Purchase Agreement and shall include with any such payment such other documents, certificates or statements as shall be required to be included therewith under then applicable law and regulations.

The County Executive, the Chief Administrative Officer, the Director of Finance or the Deputy Director of Finance may execute a certificate or certificates supplementing or amending said certificate, and actions taken by the County subsequent to the execution of such certificates shall be in accordance with said certificate as amended or supplemented; provided, however, that the County shall execute any such certificate only upon receipt by it of an opinion of Bond Counsel addressed to the County to the effect that actions taken by the County in accordance with the amending or supplementing certificate will not adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of payments to be made by the County pursuant to the Installment Purchase Agreement.

The County shall retain such records as necessary to document the investment and expenditure of Proceeds, the uses of Proceeds and of the facilities financed with such Proceeds, together with such other records as may be required by the tax certificate or the IRS in order to establish compliance with requirements of the Code and the regulations thereunder as conditions to the exclusion of interest on the Installment Purchase Agreement from federal gross income.

Section 6. The County hereby covenants with the owner from time to time of interests in the Installment Purchase Agreement that it shall not take or cause to be taken any action or fail to take any action, the taking of which or the omission of which, under the law existing on the date of issuance of the Installment Purchase Agreement, or which may subsequently lawfully be made applicable to the Installment Purchase Agreement, would cause the interest portion of payments to be made by the County pursuant to the Installment Purchase Agreement to be includable in the gross income of the Owner for federal income tax purposes.

Section 7. The County Executive, the Chief Administrative Officer, the Director of Finance and the Deputy Director of Finance, and such other officers, officials and employees of the County as the County Executive shall designate, are hereby authorized to do any and all things, execute all instruments, documents, certificates and otherwise take all actions necessary, proper or expedient in connection with the Installment Purchase Agreement, including but not limited to, the purchase of securities to provide for the Purchase Price.

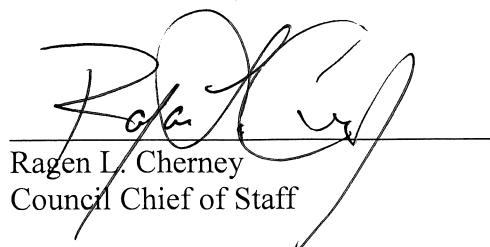
Anne M. Bradley is hereby authorized to fill in any blanks in the documents which may require completion after the signing thereof, to sign any settlement sheet on behalf of the County, and to make any and all other necessary changes, additions or modifications thereto (including but not limited to any changes to the dates thereof) so long as the substance of such documents is not materially altered thereby.

Section 8. This Resolution takes effect from the date of its adoption.

Adopted this 16th day of October, 2018.

The undersigned hereby certifies that this Resolution was approved and adopted on the 16th day of October, 2018.

ATTEST:


Ragen L. Cherney
Council Chief of Staff

COUNTY COUNCIL OF
FREDERICK COUNTY, MARYLAND

By:

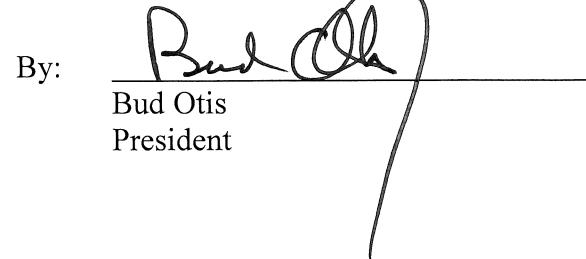

Bud Otis
President

Exhibit A

INSTALLMENT PURCHASE AGREEMENT

**AGRICULTURAL LAND PRESERVATION
INSTALLMENT PURCHASE AGREEMENT
(Agreement No. 18-130)**

MILLS PROPERTY

THIS AGRICULTURAL LAND PRESERVATION INSTALLMENT PURCHASE AGREEMENT (this “Agreement”), is made on October 19, 2018 between the **ROGER MILLS, JR. REVOCABLE TRUST UNDER THE AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT OF ROGER MILLS, JR., DATED APRIL 12, 2016** (the “Owner”), and **FREDERICK COUNTY, MARYLAND**, a body politic and corporate and a political subdivision of the State of Maryland (the “County”).

R E C I T A L S:

A. Pursuant to and in accordance with Chapter 54 of the Laws of Maryland of 2012, as amended (the “2012 Act”), and Ordinance No. 02-01-297, as amended by Ordinance No. 02-20-316 and Ordinance No. 07-35-475, codified as Section 1-13-35 of the Frederick County Code, as amended (the “Authorizing Act”), the County has established an agricultural land preservation installment purchase program and is authorized to enter into installment purchase agreements to acquire development rights in agricultural lands located in Frederick County, Maryland and thereby preserve agricultural land in Frederick County.

B. The 2012 Act authorizes and empowers the County to borrow, from time to time, not more than \$100,000,000 in order to finance the cost of certain public facilities in Frederick County. The 2012 Act provides that such borrowing may be undertaken in the form of installment purchase obligations executed and delivered by the County for the purpose of acquiring agricultural land and woodland preservation easements.

C. The Owner has agreed to sell a development rights easement to the County, and the County has agreed to pay the purchase price for such development rights easement on a deferred basis as more fully set forth below.

D. The Owner has agreed to the deferred payment plan set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Owner and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

(a) *Business Day* – “Business Day” means a day on which (a) banks located in Frederick, Maryland, are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

(b) *Code* – “Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

(c) *County* – “County” means Frederick County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

(d) *Deed of Easement* -- “Deed of Easement” means the Deed of Easement of even date herewith from the Owner to the County, which shall convey the Development Rights to the Land to the County in perpetuity. The Deed of Easement shall be substantially in the form attached hereto as Exhibit C and made a part hereof.

(e) *Development Rights* – “Development Rights” means the development rights which are to be restricted by the Deed of Easement in consideration for the execution and delivery of this Agreement.

(f) *Interest Payment Date* – “Interest Payment Date” means October 1 in each year commencing October 1, 2019.

(g) *Land* -- “Land” means the tract of land located in Frederick County containing approximately 153.919 acres, and more particularly described in Exhibit A attached to the Deed of Easement.

(h) *Owner* – “Owner” means the Roger Mills, Jr. Revocable Trust Under the Amended and Restated Revocable Trust Agreement of Roger Mills, Jr., Dated April 12, 2016, and its successors and assigns.

(i) *Person* – “Person” or “persons” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

(j) *Purchase Price* – “Purchase Price” means Six Hundred Sixty-Five Thousand One Hundred One Dollars (\$665,101.00), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

(k) *Registered Owner* – “Registered Owner” means the registered owner of this Agreement as shown on the registration books maintained by the County and initially means the Owner.

(l) *State* – “State” means the State of Maryland.

SECTION 1.2. Rules of Construction. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Agreement in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants”.

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS; PAYMENT OF PURCHASE PRICE

SECTION 2.1. Sale and Purchase of Development Rights. On the date hereof, the Owner has sold and transferred the Development Rights to the County, and the County has purchased the Development Rights for the Purchase Price by its execution and delivery of this Agreement. The conveyance of the Development Rights by the Owner to the County is evidenced by the Deed of Easement to be recorded in the Land Records of Frederick County.

SECTION 2.2. Payment of Purchase Price.

(a) The County is indebted to the Owner for the Purchase Price of Six Hundred Sixty-Five Thousand One Hundred One Dollars (\$665,101.00). The County shall pay a portion of the Purchase Price, in the amount of Sixty-Six Thousand Five Hundred Ten Dollars (\$66,510.00) on the date hereof, and shall pay the balance of the Purchase Price, in the amount of Five Hundred Ninety-Eight Thousand Five Hundred Ninety-One Dollars (\$598,591.00), together with any accrued and unpaid interest, on May 15, 2039 (the “Principal Payment Date”).

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner annually on the Interest Payment Date. Interest shall accrue at the rate of _____ % per annum and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Payment of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) The County shall pay all interest payments and the Purchase Price to the person appearing on the books of the County as the Registered Owner, by wire transfer, check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books on the tenth day before the applicable Interest Payment Date or Principal Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The Purchase Price shall be paid by the County to the Registered Owner upon presentation and surrender of this Agreement to the County.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 2.3. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the County, acting through its Director of Finance or any other department or employee of the County or any bank or trust company having corporate trust powers, hereinafter designated and appointed by the County, shall maintain and keep at its offices, registration books for the registration and transfer of this Agreement. The Owner is the original Registered Owner.

(b) The ownership of this Agreement may only be transferred or assigned either (i) upon the death of the original Owner or if the original Owner is deemed by a court of competent jurisdiction to be mentally incompetent; or (ii) with the approval of the County, which approval shall be evidenced by the County's registration of such transfer upon the registration books maintained by the County. No other transfers shall be permitted. Persons constituting a part of the Owner shall be deemed to be an "Owner" for purposes of this subsection (b).

(c) If this Agreement (or any interest herein) is permitted to be transferred or assigned in accordance with subsection (b), then the ownership of this Agreement may be transferred or amended, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit A, or as may otherwise be satisfactory to and approved by the County in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for

transfer of this Agreement, the County shall complete the Schedule of Transferees attached hereto as Exhibit B. The Schedule of Transferees shall contain the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer. If there is any conflict between the information set forth in Exhibit B hereto and the registration books maintained by the County, the information shown on such registration books shall control.

(d) The County may deem and treat the person in whose name this Agreement is registered upon the books of the County as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes. All such payments made to any such Registered Owner, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid. Any notice to the contrary shall not affect the County.

(e) For every registration of transfer of this Agreement, the County may make a charge sufficient to reimburse itself for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 2.4. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the County) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed. In the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the County. In the case of any lost, stolen or destroyed Agreement, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to the County in its sole discretion. The County may charge the Registered Owner requesting such new Agreement its expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County in connection therewith.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties of the County. The County makes the following representations and warranties:

- (a) The County is a body politic and corporate and a political subdivision of the State.
- (b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.
- (c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.
- (d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.
- SECTION 3.2. Representations and Warranties of the Original Owner.** The original Owner makes the following representations and warranties with respect to themselves, but not with respect to any transferee Registered Owner:
- (a) The Owner has full power and authority to execute and deliver this Agreement and the Deed of Easement and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.
- (b) This Agreement and the Deed of Easement have been duly and properly executed by the Owner, constitute valid and legally binding obligations of the Owner, and are fully enforceable against the Owner in accordance with their respective terms.
- (c) There is no litigation or proceeding pending or, so far as the Owner knows, threatened before any court or administrative agency which, in the opinion of the Owner, will materially adversely affect the authority of the Owner to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.
- (d) The Owner is not a nonresident alien of the United States of America for purposes of federal income taxation.
- (e) The Federal Employer Identification Number of the Owner is _____. The Owner shall, upon request of the County, execute Treasury Form W-9 and deliver the same to the County for filing.
- (f) The representations in subsections (d) and (e) above are made under penalties of perjury, and the information contained therein may be disclosed by the County to the Internal

Revenue Service. The Owner understands that any false statement in such subsections could be punished by fine, imprisonment or both.

(g) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Owner or affecting the Land, and (ii) to the knowledge of the Owner, no provision of law or order of court binding upon the Owner or affecting the Land, which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(h) There exist no liens or security interests on or with respect to the Land (other than those which have been subordinated pursuant to the Deed of Easement).

(i) Janet I. McCurdy, Esq., is the sole Trustee of the Roger Mills, Jr. Revocable Trust under the Amended and Restated Revocable Trust Agreement of Roger Mills, Jr., Dated April 12, 2016 (the "Trust Agreement").

(j) There are no amendments to the Trust Agreement.

(k) The Trust Agreement is in full force and effect and has not been revoked by the grantor named therein.

ARTICLE IV

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 4.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includable in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includable in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 4.2. Acknowledgment of Owner with Regard to Tax Consequences of Transaction. The Owner has received an opinion from Venable LLP, Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includable in the gross income of the Owner for federal income tax purposes. This opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the

date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Owner acknowledges that he/she have had the opportunity to make his/her own independent investigation with respect to all other, tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications). This investigation included the opportunity to consult with attorneys, accountants and others selected by the Owner in the Owner's sole discretion. The Owner certifies that the Owner has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such other matters.

Section 4.3. Information Reporting. Interest paid on tax exempt obligations after December 1, 2005 is subject to information reporting for federal income tax purposes in a manner similar to taxable obligations. The County will prepare an annual 1099-INT form to report the tax-exempt interest paid under this Agreement to the Owner. This reporting requirement does not in and of itself affect or alter the excludability of such interest from gross income for federal tax purposes or any other federal tax consequences of purchasing, holding or selling tax-exempt obligations.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. Successors of County. In the event of the dissolution of the County, all of the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Owner, and any other Registered Owner, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 5.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Owner, and any other Registered Owner any right, remedy or claim under or by reason of this Agreement. This Agreement is intended to be for the sole and exclusive benefit of the County, the Owner and any other Registered Owner from time to time of this Agreement.

SECTION 5.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 5.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 5.5. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 5.6. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.7. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 5.8. Notices. Except as otherwise provided in this Agreement, all notices or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice or other communication is to be given, at the address for such person designated below:

County:	Director of Finance Winchester Hall – 12 East Church Street Frederick, Maryland 21701
with a copy to:	John S. Mathias, Esquire County Attorney for Frederick County Winchester Hall - 12 East Church Street Frederick, Maryland 21701
Owner:	Roger Mills, Jr. Revocable Trust Under the Amended and Restated Revocable Trust Agreement of Roger Mills, Jr., Dated April 12, 2016 c/o Roger Mills, Jr. 4752 Broad Run Road Jefferson, Maryland 21755

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 5.9. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and, in the case of payment, no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

FREDERICK COUNTY, MARYLAND

Attest:

[S E A L]

By: _____ (SEAL)
Jan H. Gardner
County Executive

Raymond V. Barnes, Jr.,
Chief Administrative Officer

ROGER MILLS, JR. REVOCABLE TRUST
UNDER THE AMENDED AND RESTATED
REVOCABLE TRUST AGREEMENT OF ROGER
MILLS, JR., DATED APRIL 12, 2016

Witness:

By: _____ (SEAL)
Janet I. McCurdy, Esq., Trustee

EXHIBIT A

ASSIGNMENT AND TRANSFER ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto
____ (Tax Identification or Social Security No. _____) the within
Agreement and all rights thereunder, and does hereby constitute and appoint
____ attorney to transfer the within Agreement on the books kept for
the registration thereof, with full power of substitution in the premises.

Dated:

Witness:

(Signature of Registered Owner)

EXHIBIT B

SCHEDULE OF TRANSFEREES

EXHIBIT C

DEED OF EASEMENT

Deed of Easement (Agricultural Preservation)

THIS DEED OF EASEMENT, made this _____ day of _____ 2018, by and between The Roger Mills, Jr. Revocable Trust, amended and Restated Revocable Trust Agreement of Roger Mills, Jr. dated April 12, 2016 (hereinafter "Grantor"), and FREDERICK COUNTY, MARYLAND (hereinafter "Grantee"), and containing covenants intended to be real covenants running with the land.

WITNESSETH:

WHEREAS, by authority of Ordinance No. 02-01-297 approved by the Board of County Commissioners of Frederick County (the "Board") on January 15, 2002, effective February 1, 2002, as amended by Ordinance No. 02-20-316 approved on October 15, 2002 (together the "IPA Act"), the Grantee may purchase development rights from agricultural landowners by subjecting property to be purchased to an agricultural preservation easement restricting future development in perpetuity in the manner more specifically provided in the IPA Act; and

WHEREAS, Chapter 54 of the Laws of Maryland of 2012 (the "2012 Act") authorizes and empowers the County to borrow, from time to time, not more than \$100,000,000.00 in order to finance the cost of certain public facilities in Frederick County, and provides that such borrowing may be undertaken in the form of installment purchase obligations executed and delivered by the County for the purpose of acquiring agricultural land and woodland preservation easements; and

WHEREAS, Resolution No. #18-22 passed by the Frederick County Council on October 16, 2018 authorizes Frederick County (the "County") to purchase development rights in or to 153.919 acres of agricultural land from The Roger Mills, Jr. Revocable Trust, amended and Restated Revocable Trust Agreement of Roger Mills, Jr. dated April 12, 2016 and

WHEREAS, the Grantor is the fee simple owner of the hereinafter described tract or parcel of land located in Frederick County and desires to sell an agricultural preservation easement to restrict such land to agricultural use in accordance with the IPA Act and as hereinafter set forth; and

NOW, THEREFORE, in consideration of the sum Six Hundred Sixty-Five Thousand One Hundred and One Dollars (\$665,101) and other valuable consideration, the receipt of which, is hereby acknowledged, the Grantor for the Grantor, the heirs, personal representatives, successors and assigns of Grantor, does grant and convey, to the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described tract or parcel of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon:

All those lots or parcels of land situate, lying and being in the Buckeystown (#01) Election District, in Frederick County, State of Maryland, and which are more particularly described in Exhibit A attached.

The acreage intended to be encumbered hereby being 153.919 acres of land, more or less (hereinafter sometimes referred to as the "property" or the "land").

AND the Grantor covenants for and on behalf of the Grantor, the heirs, personal representatives, successors and assigns of the Grantor, with the Grantee, its successors and assigns, to do and refrains from doing upon the above described land all and any of the various acts hereinafter set forth, it being the intention of the parties that this land shall be preserved solely for agricultural use, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the above described land and are to be deemed and construed as real covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

- A. Subject to the reservations hereinafter contained, the Grantor covenants, grants and agrees as follows:
 - (1) (a) Except as otherwise provided in this instrument, the above described land may only be used for agricultural purposes and may not be developed or otherwise used for any industrial, commercial, or residential purpose.
 - (b) To maintain the land in agricultural use or properly managed so that it is available for continued agricultural use from the date that the easement is recorded in the Land Records of Frederick County.
 - (c) That the easement agreement creates an encumbrance upon the land and binds future owners, heirs, successors or assigns and precludes the subdivision and utilization of the land principally for uses such as residential, institutional, commercial or industrial except as contained within this Deed of Easement approved by the Council. Any agricultural uses currently permitted would be allowed to continue under this agreement. The easement agreement shall not provide for public access to any privately owned land.
 - (d) In addition to any other requirements, the construction of new buildings or structures on the land, other than farm buildings, is contingent upon the written application to and approval by the Frederick County, Maryland Planning & Zoning Department (the

Department), subject to review by, and recommendation of, the Frederick County Agricultural Advisory Board.

- (e) The property shall be maintained in agriculture use. A landowner may request accessory, and compatible commercial uses to an agricultural use of the property, as permitted under the Frederick County Zoning Ordinance, provided that such use does not affect the agricultural integrity of the property, minimizes the use of productive agricultural land and fulfills the purpose and intent of this Easement.
 - (i.) Such a request shall be submitted to the Department and reviewed by the Advisory Board who shall make specific findings in each request as to the appropriateness of such use and the impact on the agricultural use of the property.
 - (ii.) Accessory and compatible commercial uses must conform to existing regulations and ordinances.
- (f) As a personal covenant only, and one that is not intended to run with the land, the Grantee, on written application from the Grantor, shall release free of easement restrictions only for the Grantor who originally sold this easement, 2 acres or less for the purpose of constructing a dwelling house for the use only of the Grantor or the Grantors' child, subject to the following conditions; provided however, the Grantor may elect to relinquish all childrens'/owners' lots in exchange for the right to convey one lot of 2 acres or less to a person or entity not a Grantor or child of a Grantor.
 - (i) The total number of childrens'/owners' lots allowed to be released under this paragraph may not exceed four (4) lots of two (2) acres or less at a maximum of not more than one (1) lot for each fifty (50) acres or portion thereof;
 - (ii) The Grantor shall pay the Grantee for any acre or portion thereof released at the price per acre that the Grantee paid the Grantor for the easement plus a pro rata portion of the interest previously paid to the Grantor by the County under Installment Purchase Agreement No. 18-130 dated of even date herewith provided that the Council upon a recommendation from the Frederick County Agricultural Preservation Advisory Board, shall have the right to approve the location and configuration of lot to be released; it being

the intent that the agricultural use of the remaining property not be impaired by the proposed lot.

- (iii) Before any conveyance or release, the Grantor and the child, if there is a conveyance to a child, shall agree not to subdivide further any acreage allowed to be released; the agreement shall be recorded among the land records where the land is located and shall bind all future owners; and
 - (iv) If, while the above described land was in a Maryland Agricultural Land Preservation district, the Grantee released free of the district's restrictions for a Grantor or child of a Grantor, an owner or a child's lot for the purpose of constructing a dwelling house for the use of the Grantor or the Grantor's child, the Grantee may not release hereunder an additional lot for the same Grantor or child; for each lot that the Grantor has excluded from the district's restrictions for this purpose, the number of lots that the Grantor otherwise would be entitled to have released under paragraph A (1) (f) is reduced by one.
- (g) The Grantor may construct housing for tenants actively engaged in operation of the farm, but this construction may not exceed 1 tenant house per full 100 acres. The land on which a tenant house is constructed may not be subdivided or conveyed to any person, nor may the tenant house be conveyed separately from the original parcel unless conveyed as a permitted child's lot under Section A (1) (f). This request shall be submitted to the department for approval, subject to the review and recommendation of the Frederick County Agricultural Preservation Advisory Board.
 - (h) The land subject to this Deed of Easement may not be subdivided for any purpose unless written approval first has been obtained from the Grantee.
 - (i) No development rights from the property may be transferred to another area, or to another person, or to a political subdivision.
 - (j) On request to the Grantee, the Grantor may exclude from the easement restrictions up to 2 acres per each single dwelling which existed at the time of the sale of the easements by a land survey and recordation provided at the expense of the Grantor or Grantors' personal representatives, successors or assigns. However, before

any exclusion is granted, the Grantor shall agree with the Grantee not to subdivide each acre excluded. This agreement shall be recorded among the land records where the land is located and shall bind all future owners.

- (k) No rights-of-way easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the property without the Grantee's express permission.
 - (l) Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person, entity or agency (whether governmental or non-governmental) in land subject to this deed of easement.
 - (m) Grantee acknowledges that Crown Castle Towers 09 LLC, a Delaware limited liability company ("Crown"), operates a cell phone tower on certain property adjacent to the land subject to this easement agreement, pursuant to that certain Grant of Easement and Assignment of Lease and recorded on October 15, 2018 among the Land Records of Frederick County, Maryland in Liber 12671, Folio 235 (the "Cell Tower Easement"). In the event that Grantor requests written approval to grant the Additional Access Easement described in paragraph two of the Cell Tower Easement, Grantee agrees to approve such request and to release said Additional Access Easement from this easement agreement, provided that i) the total area of the Additional Access Easement does not exceed one (1) acre; ii) the County Executive, upon a recommendation from the Frederick County Agricultural Preservation Advisory Board, shall have the right to approve the location and configuration of the Additional Access Easement, it being the intent that the agricultural use of the remaining property not be impaired by the Additional Access Easement; and, iii) Grantor shall pay the Grantee for any acre or portion thereof released at the price per acre that the Grantee paid the Grantor for the easement plus a pro rata portion of the interest previously paid to the Grantor by the County under Installment Purchase Agreement No. 18-130 dated of even date herewith.
- (2) Other than those specifically listed on Exhibit B hereto, no signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the property; provided, however, the Grantor reserves the right to erect signs not exceeding 4 feet x 4 feet for each of the following purposes:

- (a) to state the name of the property and the name and address of the occupant;
 - (b) to advertise any home or ancillary occupation consistent with the purposes of this easement subject to the approval of the Grantee; and
 - (c) to advertise the property's sale or rental.
- (3) No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the property; provided, however, that the Grantor reserves the right to stockpile any material which is for regular agricultural use.

The Grantor reserves the right to use the property for any farm use, and to carry on all normal farming practices, including the operation at any time of any machinery used in farm production or the primary processing of any agricultural products; the right to conduct upon this land any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on this land; and all other right and privileges not hereby relinquished, including the Grantors right of privacy.

B. And the parties, for themselves, their heirs, personal representatives, successors and assigns, further covenant and agree as follows:

- (1) The Grantor shall manage the property in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; and shall manage any woodland in accordance with sound forestry practices; provided, however, that the Grantor reserves the right to selectively harvest from time to time trees which will not alter the agricultural character of the land or diminish its productive capability; provided, however, if the property consists of 50% or more woodland, the cutting of trees shall be governed by an approved forest management plan.
- (2) The Grantor shall implement all soil conservation and water quality practices that are contained within a soil and water conservation plan approved by the local soil conservation district, made or revised within the last ten years of the date of the application to sell an easement, which lists all soils conservation and water quality problem areas on the land. The plan shall be implemented according to the schedule of implementation

contained within the plan which exists at the time of easement settlement. Revisions to the schedule of implementation may be made as approved by the Board of Supervisors of the local soil conservation district, however, the plan shall be fully implemented within ten years of the easement settlement date. Exceptions may be considered by the Grantee on a case by case basis. Such Plan shall be kept on file in the offices of the Department and the District office of the Soil Conservation Service.

- (3) The Grantor shall implement a forest management plan demonstrating proper forest management techniques if 50% or more of the acreage contained in the property consists of woodland.
- (4) The Grantee or its authorized representative shall have the right to enter on the property from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained; provided, however, that the Grantee shall have no right to inspect the interior of any structures on the property.
- (5) If the easement or any covenant, condition, limitation or restrictions herein contained is violated or breached, the Grantee may after due notice to the Grantor, the Grantors' heirs, personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.
- (6) If the Grantor has any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of this land, the Grantor may submit a written request to the Grantee for consideration and approval of such use.
- (7) This easement does not grant the public any right of access or any right of use of the property.
- (8) Nothing herein contained shall relieve the Grantor, the Grantors' heirs, personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (9) This easement shall be in perpetuity.
- (10) Grantee may assign any or all of its right, title or interest in this Deed of

Easement to any entity which Grantee determines will continue the intent of the County's Agricultural Preservation Program including, without limitation, the State of Maryland and its Maryland Agricultural Land Preservation Foundation.

AND the Grantor further covenants that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property interest hereby conveyed; and that the Grantor will execute such further assurances of the same as may be required.

Miscellaneous Provisions

- A. As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.
- B. The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- C. No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- D. Notwithstanding any provision herein to the contrary, the dwelling(s) existing as of the date of this Deed of Easement may be used for any lawful purpose (e.g. for residential purposes), unless otherwise prohibited by local zoning.

AS WITNESS, the hands and seals of the parties hereto.

Roger Mills, Jr. Revocable Trust under the Amended
and Restated Revocable Trust Agreement of Roger Mills,
Jr., dated April 12, 2016

WITNESS

(SEAL)
Janet I. McCurdy, Esq., Trustee

GRANTOR

FREDERICK COUNTY, MARYLAND

Raymond V. Barnes Jr.
Chief Administrative Officer

By: _____ (SEAL)
Jan H. Gardner
County Executive

GRANTEE

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Janet I. McCurdy, Esq. Trustee known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:_____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jan H. Gardner, County Executive of Frederick County, a body corporate and politic of the State of Maryland, and that she, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the body corporate and politic by herself as County Executive.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:_____

AFFIDAVIT OF CONSIDERATION

Frederick County, Maryland, a body politic and corporate of the State of Maryland, hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance is in the sum total of \$665,101.

ATTEST:

FREDERICK COUNTY, MARYLAND

Raymond V. Barnes Jr.
Chief Administrative Officer

By: _____ (SEAL)
Jan H. Gardner
County Executive

I hereby certify that this Deed of Easement was prepared by or under my supervision, and I am an attorney duly admitted to practice before the Court of Appeals of Maryland.

Michael J. Chomel
Senior Assistant County Attorney

Exhibit A
Legal Description
LEGAL DESCRIPTION

All that lot or parcel of land situate, lying and being in the First Election District, Frederick County, Maryland and being more particularly described as follows:

Beginning at an iron pin at the beginning of the piece or parcel of land which George Thomas of Henry obtained from Washington Waters and Ellen M. Waters, his wife, by deed dated April 2, 1878, and recorded in Liber T. G. No. 9, folio 188, one of the Land Records of Frederick County, and running with said piece or parcel of land, allowing such corrections as necessary to agree with the original boundings:

- (1) North 86 degrees 30 minutes West a distance of 152 1/2 perches to a stone; thence
- (2) North 86 degrees 30 minutes West a distance of 134.2 perches to an iron pin in the center of the New Design Road; thence with the center of said New Design Road and with the fourth line of the original boundings
- (3) South 17 degrees 15 minutes West a distance of 93.0 perches to an iron pin; thence
- (4) South 86 degrees 15 minutes East a distance of 254.7 perches to the middle of U.S. Route 15; thence with the center of U.S. Route 15
- (5) North 34 degrees 30 minutes East a distance of 107 perches to the beginning, containing 154.8 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN BUCKEYESTOWN ELECTION DISTRICT, COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED IN DEED BOOK 3244 PAGE 89, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING FREDERICK COUNTY SURVEY MARKER (DESIGNATED 'DOUBS'), FOUND ON A SOUTHWESTERLY LINE OF SAID PARCEL, ALSO LYING ON THE EASTERN PUBLIC RIGHT OF WAY OF NEW DESIGN ROAD, AND HAVING MARYLAND STATE PLANE COORDINATES E:1180973'- N:595512':

THENCE DEPARTING SAID RIGHT OF WAY, N 68° 50' 39" E FOR A DISTANCE OF 1843.41 FEET TO THE POINT OF BEGINNING;

THENCE, N 82° 23' 15" E FOR A DISTANCE OF 38.08 FEET TO A POINT;

THENCE, S 07° 20' 17" E FOR A DISTANCE OF 18.13 FEET TO A POINT;

THENCE, S 82° 24' 53" W FOR A DISTANCE OF 6.34 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 212° 19' 23", HAVING A RADIUS OF 9.35 FEET, AND WHOSE LONG CHORD BEARS S 80° 53' 09" W FOR A DISTANCE OF 17.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;

THENCE, S 83° 09' 50" W FOR A DISTANCE OF 1.91 FEET TO A POINT;

THENCE, S 06° 50' 10" E FOR A DISTANCE OF 7.77 FEET TO A POINT;

THENCE S 82° 19' 11" W FOR A DISTANCE OF 12.17 FEET TO A POINT;

THENCE, N 06° 33' 17" W FOR A DISTANCE OF 26.36 FEET TO THE POINT OF BEGINNING, CONTAINING 983 SQFT -AND- 0.023 ACRES.

ALSO SAVING AND EXCEPTING THEREFROM A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN BUCKEYESTOWN ELECTION DISTRICT, COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED IN DEED BOOK 3244 PAGE 89, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING FREDERICK COUNTY SURVEY MARKER (DESIGNATED 'DOUBS'), FOUND ON A SOUTHWESTERLY LINE OF SAID PARCEL, ALSO LYING ON THE EASTERN PUBLIC RIGHT OF WAY OF NEW DESIGN ROAD, AND HAVING MARYLAND STATE PLANE COORDINATES E:1180973'- N:595512';

THENCE DEPARTING SAID RIGHT OF WAY, N 68° 50' 39" E FOR A DISTANCE OF 1843.41 FEET TO A POINT ON A 983 SQUARE FOOT TOWER EASEMENT, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID TOWER EASEMENT, S 82° 23' 15" W FOR A DISTANCE OF 4.44 FEET TO A POINT;

THENCE, N 07° 36' 45" W FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, N 82° 23' 15" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, N 07° 36' 45" W FOR A DISTANCE OF 21.21 FEET TO A POINT;

THENCE, N 69° 18' 36" E FOR A DISTANCE OF 37.68 FEET TO A POINT;

THENCE, N 21° 58' 51" E FOR A DISTANCE OF 76.09 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH 45° 07' 18", HAVING A RADIUS OF 110.00 FEET, AND WHOSE LONG CHORD BEARS N 49° 19' 46" W FOR A DISTANCE OF 84.41 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH 18° 51' 43", HAVING A RADIUS OF 235.00 FEET, AND WHOSE LONG CHORD BEARS N 17° 20' 16" W FOR A DISTANCE OF 77.01 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 82° 58' 02", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 49° 23' 25" W FOR A DISTANCE OF 66.24 FEET TO A POINT;

THENCE, S 89° 07' 34" W FOR A DISTANCE OF 674.69 FEET TO A POINT;

THENCE, S 89° 50' 47" W FOR A DISTANCE OF 743.04 FEET TO A POINT ON SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY, N 14° 02' 32" E FOR A DISTANCE OF 20.63 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT OF WAY, N 89° 50' 47" E FOR A DISTANCE OF 737.85 FEET TO A POINT;

THENCE, N 89° 07' 34" E FOR A DISTANCE OF 674.56 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE Rear N 49 degrees 19' 46" W for a distance of 84.41 feet to the beginning of a curve;

SAID CURVE TURNING TO THE RIGHT THROUGH 18° 51' 43", HAVING A RADIUS OF 235.00 FEET, AND WHOSE LONG CHORD BEARS N 17° 20' 16" W FOR A DISTANCE OF 77.01 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 82° 58' 02", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 49° 23' 25" W FOR A DISTANCE OF 66.24 FEET TO A POINT;

THENCE, S 89° 07' 34" W FOR A DISTANCE OF 674.69 FEET TO A POINT;

THENCE, S 89° 50' 47" W FOR A DISTANCE OF 743.04 FEET TO A POINT ON SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY, N 14° 02' 32" E FOR A DISTANCE OF 20.63 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT OF WAY, N 89° 50' 47" E FOR A DISTANCE OF 737.85 FEET TO A POINT;

THENCE, N 89° 07' 34" E FOR A DISTANCE OF 674.56 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH 82° 58' 02", HAVING A RADIUS OF 70.00 FEET, AND WHOSE LONG CHORD BEARS S 49° 23' 25" E FOR A DISTANCE OF 92.74 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH $18^{\circ} 51' 43''$, HAVING A RADIUS OF 215.00 FEET, AND WHOSE LONG CHORD BEARS $S\ 17^{\circ}\ 20'\ 16''\ E$ FOR A DISTANCE OF 70.46 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH $45^{\circ}\ 07'\ 18''$, HAVING A RADIUS OF 90.00 FEET, AND WHOSE LONG CHORD BEARS $S\ 49^{\circ}\ 19'\ 46''\ E$ FOR A DISTANCE OF 69.06 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $93^{\circ}\ 52'\ 16''$, HAVING A RADIUS OF 20.00 FEET, AND WHOSE LONG CHORD BEARS $S\ 24^{\circ}\ 57'\ 17''\ E$ FOR A DISTANCE OF 29.22 FEET TO A POINT;

THENCE, $S\ 21^{\circ}\ 58'\ 51''\ W$ FOR A DISTANCE OF 76.09 FEET TO THE BEGINNING OF A CURVE;

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $47^{\circ}\ 19'\ 45''$, HAVING A RADIUS OF 20.00 FEET, AND WHOSE LONG CHORD BEARS $S\ 45^{\circ}\ 38'\ 44''\ W$ FOR A DISTANCE OF 16.06 FEET TO A POINT;

THENCE, $S\ 69^{\circ}\ 18'\ 36''\ W$ FOR A DISTANCE OF 21.80 FEET TO A POINT;

THENCE, $S\ 07^{\circ}\ 36'\ 45''\ E$ FOR A DISTANCE OF 25.32 FEET TO A POINT ON SAID TOWER EASEMENT;

THENCE ALONG SAID TOWER EASEMENT, $S\ 82^{\circ}\ 23'\ 15''\ W$ FOR A DISTANCE OF 23.76 FEET TO A POINT;

THENCE ALONG SAID TOWER EASEMENT, $S\ 82^{\circ}\ 23'\ 15''\ W$ FOR A DISTANCE OF 11.79 FEET TO THE POINT OF BEGINNING, CONTAINING 36,770 SQFT -AND- 0.844 ACRES.

ALSO SAVING AND EXCEPTING THEREFROM A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN BUCKEYESTOWN ELECTION DISTRICT, COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED IN DEED BOOK 3244 PAGE 89, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING FREDERICK COUNTY SURVEY MARKER (DESIGNATED 'DOUBS'), FOUND ON A SOUTHWESTERLY LINE OF SAID PARCEL, ALSO LYING ON THE EASTERN PUBLIC RIGHT OF WAY OF NEW DESIGN ROAD, AND HAVING MARYLAND STATE PLANE COORDINATES E:1180973'-N:595512';

THENCE DEPARTING SAID RIGHT OF WAY, $N\ 68^{\circ}\ 50'\ 39''\ E$ FOR A DISTANCE OF 1843.41 FEET TO A POINT ON 983 SQFT TOWER EASEMENT;

THENCE, ALONG SAID TOWER EASEMENT, $N\ 82^{\circ}\ 23'\ 15''\ E$ FOR A DISTANCE OF 38.08 FEET TO A POINT; THENCE, ALONG SAID TOWER EASEMENT, $S\ 07^{\circ}\ 20'\ 17''\ E$ FOR A DISTANCE OF 18.13 FEET TO THE POINT OF BEGINNING;

THENCE, DEPARTING SAID TOWER EASEMENT, $S\ 07^{\circ}\ 34'\ 46''\ E$ FOR A DISTANCE OF 23.79 FEET TO A POINT;

THENCE, $S\ 82^{\circ}\ 23'\ 15''\ W$ FOR A DISTANCE OF 38.42 FEET TO A POINT;

THENCE, $N\ 07^{\circ}\ 47'\ 39''\ W$ FOR A DISTANCE OF 15.56 FEET TO A POINT ON A PREVIOUSLY MENTIONED TOWER EASEMENT;

THENCE, ALONG SAID TOWER EASEMENT, $N\ 82^{\circ}\ 19'\ 11''\ E$ FOR A DISTANCE OF 12.17 FEET TO A POINT;

THENCE, ALONG SAID TOWER EASEMENT, $N\ 06^{\circ}\ 50'\ 10''\ W$ FOR A DISTANCE OF 7.77 FEET TO A POINT;

THENCE, ALONG SAID TOWER EASEMENT, $N\ 83^{\circ}\ 09'\ 50''\ E$ FOR A DISTANCE OF 1.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

SAID CURVE BEING ALONG SAID TOWER EASEMENT, TURNING TO THE LEFT THROUGH AN ANGLE OF $212^{\circ}\ 19'\ 23''$, HAVING A RADIUS OF 9.35 FEET, AND WHOSE LONG CHORD BEARS $N\ 80^{\circ}\ 53'\ 09''\ E$ FOR A DISTANCE OF 17.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;

THENCE, ALONG SAID TOWER EASEMENT, $N\ 82^{\circ}\ 24'\ 53''\ E$ FOR A DISTANCE OF 6.34 FEET TO THE POINT OF BEGINNING, CONTAINING 624 SQFT -AND- 0.014 ACRES.

Leaving 153.919 acres, more or less.

Exhibit B

SIGNS

-Sod signs on New Design Rd and Buckeyestown Pike advertising renter's sod company