

|                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Distribution Date:</b> <u>7/21/2026</u>                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Review Due Date:</b> <u>8/19/2026</u>                                                                                                                                                                                                                                                                                                                                                           |
| <b>To:</b> <input checked="" type="checkbox"/> <b>Planning (4)</b> _____<br><input type="checkbox"/> <b>Zoning Review (1)</b> _____<br><input type="checkbox"/> <b>House Nos. (1)</b> _____<br><input type="checkbox"/> <b>DPR (2)</b> _____<br><input type="checkbox"/> <b>Real Estate (1)</b> _____<br><input type="checkbox"/> <b>Rec &amp; Parks (2)</b> _____<br><input type="checkbox"/> <b>Rec &amp; Parks Schematic Landscape (2)</b> _____ | <input type="checkbox"/> <b>EPS – DC (2)</b> _____<br><input type="checkbox"/> <b>EPS – GWM (1)</b> _____<br><input type="checkbox"/> <b>EPS – SWM (1)</b> _____<br><input type="checkbox"/> <b>EPS – EIR (1)</b> _____<br><input type="checkbox"/> <b>Fire Dept. (1)</b> _____<br><input type="checkbox"/> <b>SHA (2)</b> _____<br><input type="checkbox"/> <b>DEPS-SWM Concept SWM (2)</b> _____ |

Project Manager: D. Putty

PAI #: 09-0884      DRC #: 031924 A      Limited Exemption #: \_\_\_\_\_      District: 9c2

Engineering Firm: D. S. Thaler

Engineering Contact: Elizabeth LaPore, John Motsco      Phone #: \_\_\_\_\_

Email: jmotSCO@dsthaler.com

Action Taken By Reviewer: // APPROVED // RETURNED FOR REVISIONS  
// DISAPPROVED // APPROVED WITH COMMENTS

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Agency Reviewer's Name Date

Rev 03/24

June 26, 2026

Baltimore County – Department of Planning  
Attn: Mr. Brett Williams

Re: Cotton Duck Brewing  
PAI # 09-0884  
Limited Exemption Development Plan

We are providing the following point – by – point response to your comments dated 1/6/2026

1. The county adopted plans table has been updated to include the applicable community plans
2. An agreement which is attached was recorded in the land records between the RRLRAIA and our client.
3. N/A.
4. Note added.
5. Will be addressed with appropriate agencies.
6. Details have been added to plan.
7. Screening for the loading dock will be addressed on the landscape plan.
8. Added to plan
9. Sample of building signage attached. Signage will comply with all applicable regulations.
10. Elevations included with this submission.
11. Bike racks have been added to the plan.
12. Mechanical equipment will not be located on the roof
13. Landscape and lighting plans will be provided once they are available.
14. Cross Sections of the site have been provided with this submittal.
15. SHA has not requested any additional Right-of-Way or road improvements.
16. Development proposal meets all applicable criteria.
17. Ok.

Attachments:  
Community agreement  
Signage  
Building Elevations  
Site cross sections

## DECLARATION AND AGREEMENT

THIS DECLARATION AND AGREEMENT (this "**Agreement**"), is made this 17<sup>th</sup> day of MARCH, 2022 ("**Effective Date**"), by and between LEONARD HOWARD IMHOFF, JR., and CAROL ANNE KEIM-IMHOFF ("**Declarant**") and THE RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC., a Maryland nonstock corporation ("**Association**"). The Declarant and the Association are each a "**Party**" and collectively the "**Parties**".

## RECITALS

A. **WHEREAS**, Declarant is the owner of approximately 48,993 sf. (1.12 acres) of certain real property situate and lying in the 9<sup>th</sup> Election District of Baltimore County, Maryland (the "**County**") and is identified as Tax Map 79, Parcel 33 (Tax Account Nos: 0909300021, 0909300010 & 0909300020) and recorded among the Land Records of Baltimore County, Maryland in Liber 41224, folio 53 (the "**Property**").

B. **WHEREAS**, Declarant intends to develop the Property as a Class 7 Brewery (the "**Project**").

C. **WHEREAS**, the Association is a long-standing civic organization representing local residents of the communities in the vicinity of the Property surrounding Lake Roland Park along the Falls Road corridor (such communities collectively, the "**Community**").

D. **WHEREAS**, the use of the Property as a Class 7 Brewery will require certain authorizing legislation by the Baltimore County Council (the "**Authorizing Legislation**").

E. **WHEREAS**, the use of the Property as a Class 7 Brewery may require certain zoning approval, development review process approval and/or building permit approval by various departments of Baltimore County.

F. **WHEREAS**, Declarant by this Agreement is willing to place certain restrictions and conditions upon the Property in accordance with these covenants and to grant the Association the right to enforce the covenants including the right to sue for and obtain an injunction, prohibitive or mandatory, without a showing of special damages to prevent the breach of said covenants.

## DECLARATIONS

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions, restrictions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties hereto, the Parties, for themselves and their successors and assigns, do hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein and made a part hereof.

LR - 16298701  
 Declaration/Covenant  
 Recording Fee 75.00  
 Declarant Name: IMHOFF  
 Ref:  
 LR - Surcharge 40.00  
 Total: 115.00  
 06/08/2022 07:32  
 CC03-ML  
 #16298701 CC0301 -  
 Baltimore  
 06/07/2022 01:02 -  
 Register 02

2. Declarant Obligations. Declarant covenants and agrees to the following so long as a Class 7 Brewery is operating on the Property:

- a. Monday through Thursday, it shall confine the Tap Room and restaurant portion of the Class 7 Brewery (the "**Tap Room**") hours of operation to no earlier than 4:00 p.m. and no later than 10:00 p.m.
- b. Friday through Saturday, it shall confine the Tap Room hours of operation to no earlier than 11:00 a.m. and no later than 10:00 p.m.;
- c. Sunday, it shall confine the Tap Room hours of operation to no earlier than 11:00 a.m. and no later than 9:00 p.m.;
- d. "Hours of operation" as used in the Agreement shall include hours during which a private event not otherwise open to the public is held on the Property;
- e. Except as provided in Declaration 2(f), Declarant shall ensure that sound (including, without limitation, announcements, recorded or live music) on the Property shall not exceed the limits established in Appendix A which is included by reference herein and made a part hereof;
- f. Having provided fourteen (14) days' advance electronic notice and notice as provided in Section 8 herein to the Association and to the occupants of properties within 2,000 feet of the Property who request such notification, Declarant may designate an "Exceedance Day". On an Exceedance Day, sound as defined in Declaration 2(e) may exceed the limits imposed by Appendix A until two (2) hours before closing time as established under the hours of operation. Declarant may designate no more than six (6) Exceedance Days in a calendar year and not more than one (1) Exceedance Day in any rolling 30-day period. On each and every Exceedance Day, Declarant shall obtain and abide by any permits that may be required by Baltimore County and abide by all limits on sound that are imposed by Baltimore County ordinance or by the Code of Maryland Regulations, Title 26, Subtitle 02, Chapter 03, as may be amended from time to time.
- g. Not to offer any form of adult entertainment on the Property

3. Association Obligations. The Association covenants and agrees to the following: (a) it shall not oppose, either directly or indirectly, the Authorizing Legislation; and (b) it shall not unreasonably oppose the Declarant, either directly or indirectly, in obtaining the necessary zoning approval, Development Review Committee approval, and/or building permit approval necessary for the Project. Baltimore County officials from whom approval or permits are necessary may interpret this Agreement to constitute agreement-in-principle to the use of the Property subject to the limitations provided herein and as described herein and described in the materials reflected in Appendix B provided by the Declarant to the Association in advance of the execution of this Agreement.

4. Remedies. The Association shall have the authority to enforce any and all of the covenants and restrictions set forth in this Agreement in its sole discretion against any person or persons violating or attempting to violate the same.

(a) In the event of an alleged breach of this Agreement by either of the Parties, the Party alleging such breach shall give the Party alleged to be in breach written notice thereof and an opportunity to cure the same, at least ten (10) calendar days prior to instituting an action against the Party alleged to be in breach to enforce the terms of this Agreement.

(b) The Association and the Declarant hereby agree that any remedy at law for any breach by the Declarant or the Association of any of the terms, covenants or conditions of this Agreement may not be adequate, and further agree that in addition to all other remedies available at law or in equity, the Association or the Declarant shall have the right to seek to restrain by injunction any violation or threatened violation by either, or any of the terms, covenants or conditions hereof and by decree to seek to compel its performance of any such terms, covenant or conditions.

5. Covenants to Run with the Land. The restrictions set forth in this Agreement shall be considered as covenants running with the land and shall be binding upon the Declarant and its successors and assigns and shall inure to the benefit of the Association and its successors so long as a Class 7 Brewery is operating on the Property except that: a) the restrictions in sub-paragraph g of paragraph 2 shall run with the land notwithstanding whether a Class 7 Brewery is operating on the Property; and b) after a Class 7 Brewery has operated on the Property but shall no longer operate on the Property, Declarant and its successors and assigns shall negotiate in good faith with Association or successor organization to amend or reconfirm sub-paragraphs 2(a)–2(f) and Appendix A to an outcome that is acceptable to both parties. The Declarant, at its sole cost, shall record this Agreement among the Land Records of Baltimore County (the “Land Records”) no later than thirty (30) days after the County Council vote to approve the Authorizing Legislation. Failing which, the Association shall have the right to record this Agreement, at the expense of the Declarant.

6. Modifications, Amendments, and Waiver. In the event the Declarant, or its successors or assigns, should desire to modify this Agreement, or seek a clarification or waiver of any restriction or provision (a “**Modification Request**”), the Declarant shall (i) provide advance electronic notice and notice as provided in Section 8 herein to the Association and to the occupants of properties within 2,000 feet of the Property who request such notification of the Modification Request and the reasons for such request; (ii) submit the Modification Request in writing to the Executive Committee of the Association (the “**Authorized Decisionmaker**”); and (iii) shall provide such additional information to the Association in writing as the Authorized Decisionmaker may reasonably request within not more than thirty (30) days following receipt of the Modification Request (the “**Additional Information**”). The Authorized Decisionmaker shall not unreasonably withhold or delay its consideration of the Modification Request, and in the event the Authorized Decisionmaker shall fail to issue a decision on the Modification Request in writing (i.e., approval or disapproval), including a detailed statement of the reasons for any disapproval, within sixty (60) days following the later of (i) the date of the Modification Request or (ii) receipt of the Additional Information, the Association shall be deemed to have approved the Modification Request (a “**Deemed Approval**”). The Association hereby represents that the decision of the Authorized Decisionmaker shall be binding on the Association. If the Association desires to modify or to amend this Agreement, it shall notify Declarant of such request in writing and shall work with Declarant to pursue such modification or amendment, and any such modification or amendment that is agreed-upon by both Parties shall be documented in writing. Any modification, amendment, waiver, or other change to this Agreement shall be made in writing, signed by both Parties, and shall be recorded in the Land Records; except, however, for a Deemed Approval, the Declarant shall prepare a written document signed by Declarant only (in the event that the Association cannot or will not sign) that shall be recorded in the Land Records.

7. No Third-Party Beneficiaries; Successors or Assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any other person or entity any right, remedy or claim under this Agreement or by reason hereof. This Agreement is personal

to the Association and its successors and may not be assigned by the Association to any other person or entity; except, if (i) the Association forms a separate association that becomes responsible for oversight of the Bare Hills Village or (ii) with respect to the Lake Falls area, the Association may assign its rights and obligations under this Agreement to the Lake Falls Association or its successor, in which event the Association shall have no further rights or obligations hereunder. Any assignment made under the preceding sentence shall be made in writing, executed by the Association and its assignee, and recorded in the Land Records.

8. Notices. All notices and communications between the Parties under this Agreement shall be deemed to have been given, upon (i) personal delivery; (ii) delivery by a nationally recognized overnight courier (with delivery confirmation); or (iii) by the United States mail (certified mail, postage prepaid, return receipt requested), to the addresses set forth below for such Party or at such other addresses as may be furnished in writing for such purpose.

If to the Declarant:  
11920 Meylston Drive  
Lutherville, Maryland 20193  
Attn: Christopher Paternotte

If to the Association:  
RRLRAIA, Inc.  
P.O. Box 204  
Riderwood, MD 21139  
Attn: Executive Director

The time of the giving of any such notice given in the manner required above shall be the time of receipt thereof by the addressee or any agent of the addressee (as documented by the delivery confirmation, return receipt, or personal knowledge, as applicable), except that if the addressee or such agent of the addressee shall refuse to receive any such notice given in the manner required or if there shall be no person available at the time of delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such attempted delivery, as the case may be. Each Party is responsible for updating the other Party of any changes in the notice parties/addresses provided above, and any changes to the identified notice parties/addresses shall be made in writing and recorded in the Land Records.

9. Captions. All captions in this Agreement are for convenience only and do not in any way define, limit, amplify or describe the scope of the provisions hereof and shall not be utilized to interpret the provisions of this Agreement.

10. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland without regard to principles of conflicts of laws.

11. Association Discretion. Nothing herein shall be construed to create an obligation on the part of the Association to take any action to enforce or oppose any future use of the Property. The Association retains full and complete discretion to make such decisions without regard to any person or entity not a party to this Agreement.

12. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Property to or for the general public, or for any public purpose whatsoever, it being

the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. Term; Termination. The provisions of this Agreement shall be binding upon the Property and shall inure to the benefit of the Association for a term of thirty (30) years from the date hereof and thereafter shall terminate and shall be of no further force and effect.

14. Lender Consent. The lienholder identified in the attached Joinder is joining herein to consent to the terms of this Agreement and to subject all of its right, title and interest in and to the Property to the lien, operation and effect of this Agreement.

15. Attorney Fees. If the Association shall initiate any proceeding for the enforcement of this Agreement or any provision thereof, whether it be an action for damages, declaratory relief, injunctive relief, or any other action, and it shall prevail, the losing Party or Parties shall pay the reasonable attorneys' fees and expenses of the Association.

16. Severability. If any term, covenant, or conditions of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant, and condition shall be valid and enforceable to the fullest extent permitted by law.

17. Estoppel Certificate. The Association will, at any time and from time to time, within twenty (20) days following receipt of written notice specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the Declarant or its designee a statement certifying: (i) that this Agreement has not been amended, supplemented or modified and is in full force and effect (or if there shall be any such amendments, supplements or modifications, reference to same); and (ii) that to the certifying Party's actual knowledge there are no defaults in the performance of any provisions contained in this Agreement (or specifying each default of which such Party may have knowledge). Any statement delivered pursuant to this Section may be relied upon by any prospective transferee, mortgagee, contract purchaser or institutional lender of the Party requesting such statement.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated herein, and supersedes all prior discussions, understandings or agreements between the Parties.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, when taken together, shall constitute one agreement, notwithstanding that all Parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date regardless of the date of execution hereby by any Party.

ATTEST/WITNESS

[Signature]

DECLARANT:

By: Leonard H. Imhoff  
 Name: LEONARD H. IMHOFF  
 Title: owner

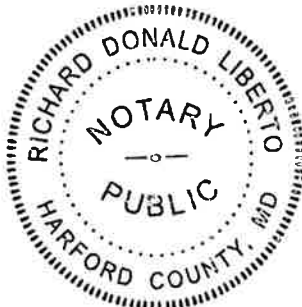
STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of March, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared Leonard H. Imhoff, Owner of the Property, and that he, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

[Signature]  
 Notary Public

My Commission expires: 5/25/24



ASSOCIATION:

RUXTON-RIDERWOOD-LAKE ROLAND  
 AREA IMPROVEMENT ASSOCIATION,  
 INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared \_\_\_\_\_ of RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC., and that he/she, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his or her name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

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

My Commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date regardless of the date of execution hereby by any Party.

ATTEST/WITNESS

[Signature]

DECLARANT:

By: Carol A. Keim-Imhoff  
 Name: CAROL A. KEIM-Imhoff  
 Title: OWNER

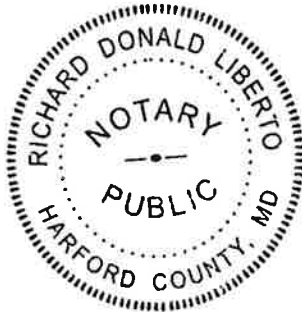
STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of March, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared Carol A. Keim-Imhoff, owner of the property, and that he, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

[Signature]  
 Notary Public

My Commission expires: 5/25/24



ASSOCIATION:

RUXTON-RIDERWOOD-LAKE ROLAND  
 AREA IMPROVEMENT ASSOCIATION,  
 INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared \_\_\_\_\_ of RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC., and that he/she, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his or her name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

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

My Commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date regardless of the date of execution hereby by any Party.

**ATTEST/WITNESS****DECLARANT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, and that he, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

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

My Commission expires: \_\_\_\_\_

**ASSOCIATION:**

RUXTON-RIDERWOOD-LAKE ROLAND  
AREA IMPROVEMENT ASSOCIATION,  
INC.

By: James D. Cahn

Name: James D. Cahn

Title: President

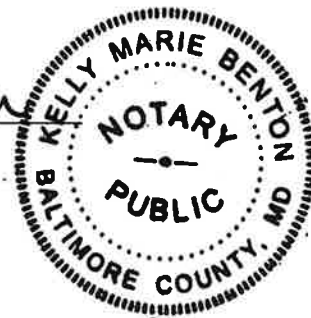
STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of March, in the year 2022, before me, the subscriber, a Notary Public for the State as aforesaid, personally appeared James D. Cahn, President of RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC., and that he/she, being authorized to do so, executed the foregoing Agreement on behalf of the foregoing entity for the purposes therein contained, by signing his or her name on behalf of such entity.

AS WITNESS my hand and Notarial Seal.

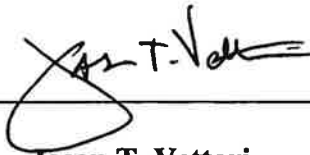
Kelly M Benton  
Notary Public

My Commission expires: 7.10.2025



**ATTORNEY CERTIFICATION**

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



---

Jason T. Vettori

## Appendix A

To ensure the quiet enjoyment of real property owners in the area surrounding the **Property**, the Parties to this Agreement agree to regulate potentially adverse community impact by the **Declarant** from sound originating solely from the **Property**.

The **Declarant** agrees:

1. On all days other than an Exceedance Day (as defined in Declaration 2(f) in the Agreement), to conduct its operations such that sound (including, without limitation, announcements, recorded or live music) on the Property is, within reason, as close as possible to inaudible from the Sound Measurement Reference Point (SMRP) defined herein. The SMRP is geolocated at Latitude 39°22'26.37"N and Longitude 76°38'58.34"W, the middle of the left side yard as viewed from the street, with a physical street address of 1234 Lake Falls Road, Baltimore Maryland 21210.
2. To help ensure compliance with the sound limitation agreed to in paragraph 1 above:
  - a. Declarant will not have amplified sound or live music outside the restaurant or brewery buildings at any time other than on an Exceedance Day.
  - b. Declarant will take reasonable steps to ensure that sound emanating from inside the buildings on the Property will be, within reason, as close as possible to inaudible at the SMRP.
  - c. Declarant will take reasonable steps to encourage patrons to respect the rights of neighbors to the quiet enjoyment of their property.
  - d. Declarant will make themselves available to meet with real property owners in the area surrounding the Property on a quarterly basis.
  - e. The Association as it may deem appropriate shall have the right to access the Property from time to time for sound testing at the SMRP.

## Appendix B

To ensure the quiet enjoyment of real property owners in the area surrounding the **Property**, the Parties to this Agreement agree to regulate potentially adverse community impact by the **Declarant** from the size of the Class 7 Brewery being contemplated on the **Property**.

The **Declarant** agrees:

1. The studies regarding existing site constraints of the Property are preliminary. They have not yet been submitted to the County, State or Federal government for review. The attached Site Constraint Plan represents the best current representation of site constraints that is available to Declarant as of the date of the Agreement of which this Appendix B is a part.
2. The Property is adjacent to the Jones Falls. A sizeable portion of the Property is located within the floodplain from the Jones Falls, including one existing structure. While the structures abutting Falls Road are to be removed and replaced with a new structure, the structure located closer to the Jones Falls is to remain. Depending upon the structural integrity of the structure which is to remain, any necessary improvements to the existing structure would constitute an exceptional hardship if the improvements are not permitted. Any improvements to the structure to remain will not increase flood heights, impact public safety, or conflict with existing local and state laws and ordinances.
3. The new structure which is to replace the structures abutting Falls Road which are to be removed shall be located entirely outside of the floodplain.
4. The new structure and other improvements to the property (e.g., parking, other surfaces for vehicle access, lighting, signage) will be in accordance with a development plan approved by the appropriate agencies of the Baltimore County Government (Baltimore County).
5. The development of the Property will comply with the development plan approved by Baltimore County and all Baltimore County regulations and lighting, landscape and signage manuals.



|                           |                                       |                                                                                                                             |                                                          |                                                            |                                                                 |                            |
|---------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------|----------------------------|
| <b>2</b>                  | <b>Conveyance Type Check Box</b>      | <input type="checkbox"/> Improved Sale Arms-Length [1]                                                                      | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input checked="" type="checkbox"/> Not an Arms-Length Sale [9] | Space Reserved for Circuit |
| <b>3</b>                  | <b>Tax Exemptions (if applicable)</b> | <input type="checkbox"/> Recordation<br><input type="checkbox"/> State Transfer<br><input type="checkbox"/> County Transfer |                                                          |                                                            |                                                                 |                            |
| Cite or Explain Authority |                                       |                                                                                                                             |                                                          |                                                            |                                                                 |                            |

|                                                           |                              |                        |                                                   |    |
|-----------------------------------------------------------|------------------------------|------------------------|---------------------------------------------------|----|
| <b>4</b><br><br><b>Consideration and Tax Calculations</b> | <b>Consideration Amount</b>  |                        | <b>Finance Office Use Only</b>                    |    |
|                                                           |                              |                        | <b>Transfer and Recordation Tax Consideration</b> |    |
|                                                           | Purchase Price/Consideration | \$ 0.00                | Transfer Tax Consideration                        | \$ |
|                                                           | Any New Mortgage             | \$                     | X (      ) % =                                    | \$ |
|                                                           | Balance of Existing Mortgage | \$                     | Less Exemption Amount -                           | \$ |
|                                                           | Other:                       | \$                     | Total Transfer Tax =                              | \$ |
|                                                           | Other:                       | \$                     | Recordation Tax Consideration                     | \$ |
| Full Cash Value:                                          | \$                           | X (      ) per \$500 = | \$                                                |    |
|                                                           |                              | <b>TOTAL DUE</b>       |                                                   | \$ |

|                             |                       |               |               |                                                                   |
|-----------------------------|-----------------------|---------------|---------------|-------------------------------------------------------------------|
| <b>5</b><br><br><b>Fees</b> | <b>Amount of Fees</b> | <b>Doc. 1</b> | <b>Doc. 2</b> | Agent:<br><br>Tax Bill:<br><br>C.B. Credit:<br><br>Ag. Tax/Other: |
|                             | Recording Charge      | \$ 115.00     | \$            |                                                                   |
|                             | Surcharge             | \$ 0.00       | \$            |                                                                   |
|                             | State Recordation Tax | \$ 0.00       | \$            |                                                                   |
|                             | State Transfer Tax    | \$ 0.00       | \$            |                                                                   |
|                             | County Transfer Tax   | \$ 0.00       | \$            |                                                                   |
|                             | Other                 | \$ 0.00       | \$            |                                                                   |
|                             | Other                 | \$ 0.00       | \$            |                                                                   |

|                                                                                                                                                                                                                                             |                                                                                                                |                                      |                                                                                                       |                   |                     |                                |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------|---------------------|--------------------------------|-------------------------|
| <b>6</b><br><br><b>Description of Property</b><br>SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | <b>District</b>                                                                                                | <b>Property Tax ID No. (1)</b>       | <b>Grantor Liber/Folio</b>                                                                            | <b>Map</b>        | <b>Parcel No.</b>   | <b>Var. LOG</b>                |                         |
|                                                                                                                                                                                                                                             |                                                                                                                | 0909300021 & 0909300010 & 0909300020 | 41224/53                                                                                              | 79                | 33                  | (5)                            |                         |
|                                                                                                                                                                                                                                             | <b>Subdivision Name</b>                                                                                        |                                      | <b>Lot (3a)</b>                                                                                       | <b>Block (3b)</b> | <b>Sect/AR (3c)</b> | <b>Plat Ref.</b>               | <b>SqFt/Acreage (4)</b> |
|                                                                                                                                                                                                                                             |                                                                                                                |                                      |                                                                                                       |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             | <b>Location/Address of Property Being Conveyed (2)</b>                                                         |                                      |                                                                                                       |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             | Agreement to be recorded in connection with property located at 6100 Falls Rd                                  |                                      |                                                                                                       |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             | <b>Other Property Identifiers (if applicable)</b>                                                              |                                      |                                                                                                       |                   |                     | <b>Water Meter Account No.</b> |                         |
|                                                                                                                                                                                                                                             |                                                                                                                |                                      |                                                                                                       |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             | <b>Residential: <input checked="" type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/></b> |                                      | <b>Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:</b> |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             | <b>Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b>                 |                                      | <b>Description/Amt. of SqFt/Acreage Transferred:</b>                                                  |                   |                     |                                |                         |
|                                                                                                                                                                                                                                             |                                                                                                                |                                      |                                                                                                       |                   |                     |                                |                         |
| If Partial Conveyance, List Improvements Conveyed:                                                                                                                                                                                          |                                                                                                                |                                      |                                                                                                       |                   |                     |                                |                         |

|                                         |                                                                  |                                                                  |
|-----------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|
| <b>7</b><br><br><b>Transferred From</b> | <b>Doc. 1 – Grantor(s) Name(s)</b>                               | <b>Doc. 2 – Grantor(s) Name(s)</b>                               |
|                                         | No transfer of property                                          |                                                                  |
|                                         |                                                                  |                                                                  |
|                                         | <b>Doc. 1 – Owner(s) of Record, if Different from Grantor(s)</b> | <b>Doc. 2 – Owner(s) of Record, if Different from Grantor(s)</b> |
|                                         |                                                                  |                                                                  |

|                                       |                                              |                                    |
|---------------------------------------|----------------------------------------------|------------------------------------|
| <b>8</b><br><br><b>Transferred To</b> | <b>Doc. 1 – Grantee(s) Name(s)</b>           | <b>Doc. 2 – Grantee(s) Name(s)</b> |
|                                       | No transfer of property                      |                                    |
|                                       |                                              |                                    |
|                                       | <b>New Owner's (Grantee) Mailing Address</b> |                                    |
|                                       |                                              |                                    |

|                                                  |                                                           |                                                           |
|--------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|
| <b>9</b><br><br><b>Other Names to Be Indexed</b> | <b>Doc. 1 – Additional Names to be Indexed (Optional)</b> | <b>Doc. 2 – Additional Names to be Indexed (Optional)</b> |
|                                                  |                                                           |                                                           |
|                                                  |                                                           |                                                           |

|                                                  |                                                  |  |                                                                                                                                                           |
|--------------------------------------------------|--------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b><br><br><b>Contact/Mail Information</b> | <b>Instrument Submitted By or Contact Person</b> |  | <input type="checkbox"/> Return to Contact Person<br><br><input type="checkbox"/> Hold for Pickup<br><br><input type="checkbox"/> Return Address Provided |
|                                                  | Name: Kelly Benton                               |  |                                                                                                                                                           |
|                                                  | Firm: Smith, Gildea & Schmidt                    |  |                                                                                                                                                           |
|                                                  | Address: 600 Washington Avenue, Suite 200        |  |                                                                                                                                                           |
|                                                  | Towson, MD 21204      Phone: (410) 821-0070      |  |                                                                                                                                                           |

|                                                |                                                                                       |                                                                                       |  |
|------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--|
| <b>11</b><br><br><b>Assessment Information</b> | <b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b> |                                                                                       |  |
|                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                   | Will the property being conveyed be the grantee's principal residence?                |  |
|                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                   | Does transfer include personal property? If yes, identify: _____                      |  |
|                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                   | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). |  |
|                                                |                                                                                       |                                                                                       |  |

|                                                           |    |                           |        |                  |                                |                            |     |
|-----------------------------------------------------------|----|---------------------------|--------|------------------|--------------------------------|----------------------------|-----|
| <b>Assessment Use Only – Do Not Write Below This Line</b> |    |                           |        |                  |                                |                            |     |
| Terminal Verification                                     |    | Agricultural Verification |        | Whole      Part  |                                | Tran. Process Verification |     |
| Transfer Number                                           |    | Date Received:            |        | Deed Reference   |                                | Assigned Property No.:     |     |
| Year                                                      | 20 | 20                        | Geo.   | Map              | Director of Budget and Finance | Block                      | Lot |
| Land                                                      |    |                           | Zoning | BALTIMORE COUNTY | MARYLAND                       |                            |     |
| Buildings                                                 |    |                           | Use    | Parcel           | Section                        |                            |     |

County Validation