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**BOARD OF COUNTY COMMISSIONERS**  
**March 3, 2020**  
**OPEN SESSION AGENDA**

*The Board of County Commissioners have been invited to attend the State of the City at 7:00 a.m.*

**10:00 A.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**, *President Jeffrey A. Cline*

**APPROVAL OF MINUTES** – *February 25, 2020*

**10:05 A.M. CLOSED SESSION**

*(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consult with counsel to obtain legal advice on a legal matter; and to comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.)*

**11:00 AM RECONVENE IN OPEN SESSION**

**11:05 AM COMMISSIONERS' REPORTS AND COMMENTS**

**11:15 AM REPORTS FROM COUNTY STAFF**

**11:25 AM CITIZENS' PARTICIPATION**

**11:30 AM FUNKSTOWN PARK ACQUISITION (20 West Poplar Street)** – *Paul Crampton, Jr., Mayor, Funkstown; Andrew Eshleman, Director, Public Works*

**11:40 AM FORT RITCHIE / CASCADE SUSTAINABLE COMMUNITIES DESIGNATION RENEWAL** – *Jill Baker, Director, Planning & Zoning*

**11:45 A.M. FORT RITCHIE CONTRACT** – *Kirk C. Downey, County Attorney/Interim County Administrator*

**11:50 AM ACCEPTANCE OF EASEMENT FROM TOWN OF WILLIAMSPORT** – *Todd Moser, Real Property Administrator*

**12:55 PM SEWER BUDGET ADJUSTMENT REQUEST** – *Mark Bradshaw, Deputy Director*

**1:00 PM GOVERNOR'S OFFICE FOR CHILDREN FY21 COMMUNITY PARTNERSHIP AGREEMENT PROPOSAL** – *Stephanie Lapole, Senior Grant Manger, Grant Management*

**1:05 PM PASSENGER TERMINAL EXPANSION – APPROVAL TO SUBMIT & ACCEPT AWARDED FUNDING** – *Allison Hartshorn, Grant Manger, Grant Management; Garrison Plessinger, Director, Airport; Mahesh Kukata, Airport Design Consultant*

**1:10 PM RUNWAY REHABILITATION – APPROVAL TO SUBMIT & ACCEPT AWARDED FUNDING** – *Allison Hartshorn, Grant Manager, Grant Management; Garrison Plessinger, Director, Airport; Mahesh Kukata, Airport Design Consultant*

**1:15 PM**    **FY21 GENERAL FUND BUDGET PRESENTATION (Humane Society, Law Enforcement, Emergency Services) - Sara Greaves, CFO**

**1:45 PM**    **RECESS**

***EVENING MEETING AT THE TOWN OF BOONSBORO***

*Location: Town Hall, 21 North Main Street, Boonsboro, Maryland 21713*

**6:00 PM**    **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**  
**Call to Order, President Jeffrey A. Cline**

**6:05 PM**    **TOWN OF BOONSBORO LEADERS' REPORTS AND COMMENTS**

**6:10 PM**    **COMMISSIONERS' REPORTS AND COMMENTS**

**6:20 PM**    **REPORTS FROM COUNTY STAFF**

**6:25 PM**    **CITIZENS' PARTICIPATION**

**6:30 PM**    **ADJOURNMENT**



## Agenda Report Form

### Open Session Item

**SUBJECT:** Funkstown Park Acquisition – 20 West Poplar Street

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Paul Crampton Jr, Mayor, Funkstown and Andrew Eshleman, P.E., Director, Public Works

**RECOMMENDATION:** Discussion

**REPORT-IN-BRIEF:** The Town of Funkstown is seeking to expand park and recreational opportunities and has signed an Agreement of Sale with the intent to purchase 20 West Poplar Street. The property is located at the corner of West Poplar Street and North Westside Avenue (Alt Route 40) and contains 2.34 acres more or less, with approximately 500 feet of stream frontage along the Antietam Creek. The property is currently a mobile home park being sold “as-is” with 25 lots comprised of 19 mobile homes, 13 leased lots and 6 abandoned/vacant units without clear title and 6 vacant lots. The entire property is within the 100 year FEMA floodplain. The property is listed for sale at \$295,000.

The Town is intending to convert the property into a park with non-motorized boating and recreational access to the Antietam Creek. The park location would contribute to the overall development of the Antietam Creek Water Trail.

**DISCUSSION:** The project would be eligible for Program Open Space (POS) funds which includes reimbursement of up to 100% of the allowable project costs to include the direct land cost, incidental costs relating to the to the acquisition of the property, and planning costs. If the sale is executed, the closing must occur on or before May 30<sup>th</sup>. The project is not currently in the County’s approved POS Annual FY20 program; and therefore, approval from the Board of County Commissioners (BOCC) is needed for the acquisition to be eligible for reimbursement.

The Town is requesting assistance from the County in forward funding the acquisition cost. The County would need to execute an Agreement with the Town to forward fund the money and define repayment terms. The Town would submit applications and reimbursements through POS with a portion of the cost covered from the County’s unencumbered POS acquisition fund balance in FY20 with a commitment to approve the remaining balance in the FY21 Annual Program. FY21 Annual Program requests have been received, and there is approximately \$264,500 of acquisition funds available that could be allocated to the project to cover the total project cost without future funding commitment outlays. The FY21 POS Annual Program is anticipated to be presented to the BOCC in June, 2020 with funding available July, 2020 pending Maryland Department of Natural Resources and Maryland Board of Public Works concurrence and approval.

**FISCAL IMPACT:** County to forward fund up to \$315,000 to include POS eligible direct, indirect, and planning costs with full repayment anticipated from Funkstown via POS within 180 days from date of closing.

**CONCURRENCES:** CFO; Recreation and Parks Board concerns to discuss

**ALTERNATIVES:** Do not authorize forward funding or POS funds to be used for the acquisition.



Open Session Item

**SUBJECT:** Ft. Ritchie/Cascade Sustainable Communities Designation Renewal

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Jill Baker, Director, Department of Planning and Zoning

**RECOMMENDED MOTION:** Move to direct Staff to submit the application to renew the Sustainable Communities designation for Fort Ritchie/Cascade.

**REPORT-IN-BRIEF:** A Sustainable Communities designation was approved for Fort Ritchie/Cascade area in February 2014. The designation expires 5 years after approval, however, the Maryland Department of Housing and Community Development has informed Staff that renewal is possible with the submission of an updated application. The designation provides access to a toolbox of revitalization financing programs and tax credit incentives for the designated area. The incentives are available to local governments, community development organizations, non-profits and some small businesses.

**DISCUSSION:** The initial designation was completed by a member of the Board of Trustees of the former Pen Mar Development Corporation, a previous owner of the former Fort Ritchie property. The adjacent Cascade community was included and approved in the original designation of 1210 acres in order to extend the benefits of the assistance and incentive programs to the community which experienced losses when the former army base was closed.

\*Note: This matter was previously approved by the Board on February 12, 2019 however, the application was held per instruction by the former County Administrator due to ongoing discussion regarding the sale of Fort Ritchie / Cascade.

**FISCAL IMPACT:** No impact to Washington County, however, the County must act as a conduit or applicant for many of the programs.

**CONCURRENCES:** Susan Buchanan, Director, Office of Grants Management





**ALTERNATIVES:** Not renew the designation

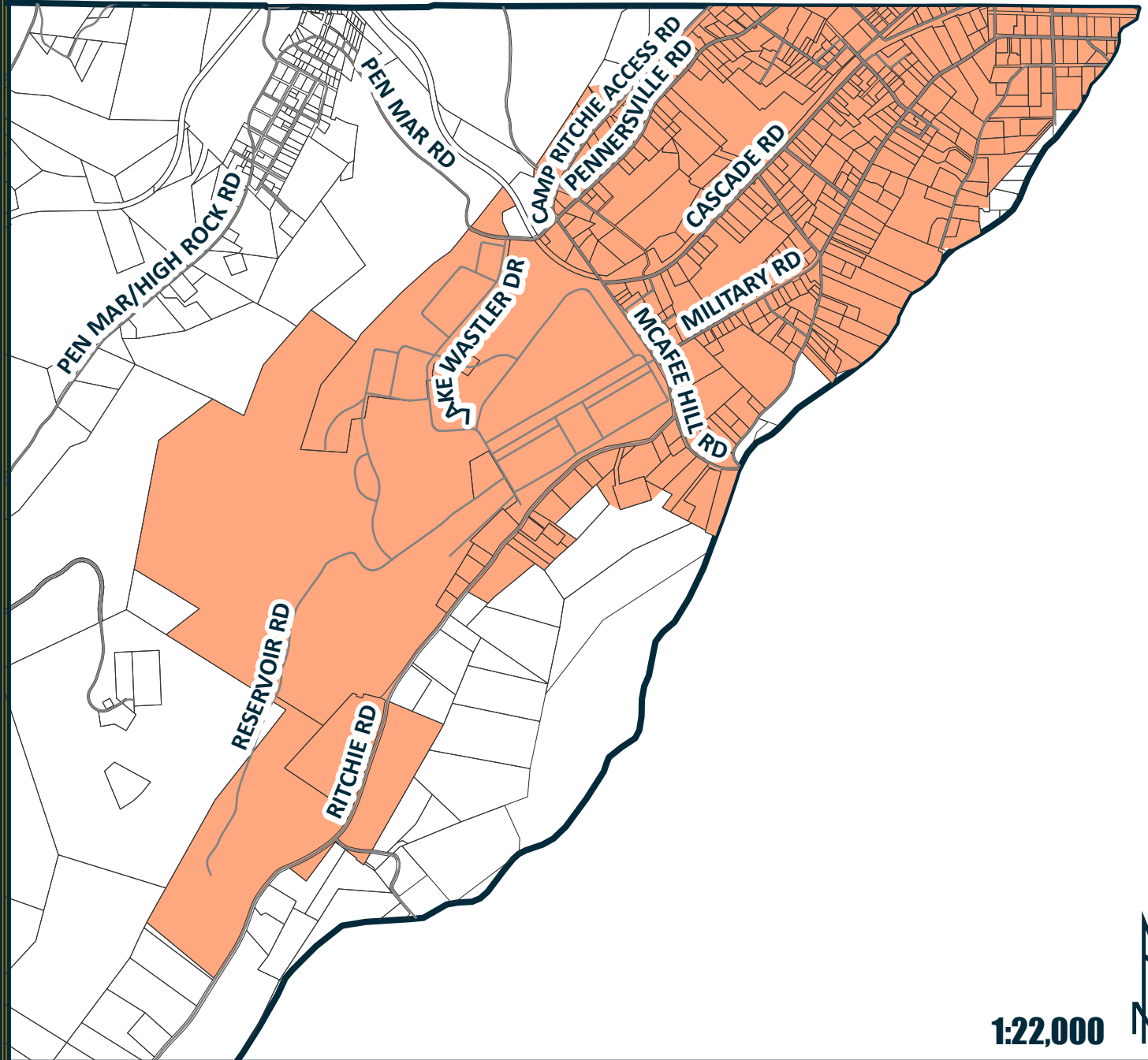
**ATTACHMENTS:** Map of Cascade/Fort Ritchie Sustainable Community area, Summary of potential grant programs available under the Sustainable Community designation

**AUDIO/VISUAL NEEDS:** n/a



## Legend

-  Roads
-  Parcels
-  Sustainable Communities
-  County Boundary



The parcel lines shown on this map are derived from a variety of sources which have their own accuracy standards. The parcel lines are approximate and for informational purposes ONLY. They are not guaranteed by Washington County Maryland or the Maryland Department of Assessments and Taxations to be free of errors including errors of omission, commission, positional accuracy or any attributes associated with real property. They shall not be copied, reproduced or scaled in any way without the express prior written approval of Washington County Maryland Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and information shall be verified using the relevant deeds, plats and other recorded legal documents by the user.

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# Sustainable Communities

## Partnering to Revitalize Maryland Communities



The Sustainable Communities program is designed to encourage interagency and cross-governmental collaboration by providing designated Sustainable Communities with the opportunity to access an interagency revitalization toolbox of financing programs and tax credit incentives. The Maryland Department of Housing and Community Development and its partners support the development and prosperity of Sustainable Communities by providing the following benefits for Sustainable Communities:

### Financing Programs (Dept. of Housing and Community Development)

**Community Legacy Program:** Provides local governments and community development organizations in Sustainable Communities with funding for essential projects aimed at strengthening communities through activities such as business retention and attraction, encouraging homeownership, and commercial revitalization. Some examples of eligible projects include mixed-use development consisting of residential, commercial and/or open space; streetscape improvements; and façade improvement programs.

**Strategic Demolition Fund:** Provides grants and loans to local governments and community development organizations in Sustainable Communities for predevelopment activities including demolition and land assembly for housing and revitalization projects. The Fund catalyzes public and private investment in the reuse of vacant and underutilized sites. Awards will focus on those smart growth projects that will have a high economic and revitalization impact in their existing communities.

**Neighborhood BusinessWorks Program:** Loan program providing gap financing, i.e. subordinate financing, to new or expanding small businesses and nonprofit organizations located in Priority Funding Areas. Projects must include first floor business or retail space that generates street-level activity in mixed use projects and improve either a vacant or under-utilized building or site.

**Maryland Mortgage Program - You've Earned It! Initiative:** For a limited time, the Maryland Mortgage Program is offering a 0.25% discount on the standard Maryland Mortgage Program mortgage rate and \$5,000 in Down Payment Assistance to qualified home buyers that have at least \$25,000 of student debt, and who are purchasing a home in one of Maryland's Sustainable Communities

**Operating Assistance Grants:** Provides funding for Main Street Improvement Program, Nonprofit Assistance Fund and Technical Assistance Grants to support costs such as, but not limited to, staff and a portion of general operating expenses; consulting expertise/technical assistance or training; and consultants or services directly associated with community development projects in Sustainable Communities.

### Financing Programs (Dept. of Transportation)

**Maryland Bikeways Program:** Maryland Department of Transportation (MDOT) program supporting projects that maximize bicycle access and fill missing links in the State's bike system. Additional points awarded to projects located in or connecting to a Sustainable Community. Sustainable Communities also are considered a "priority investment area" under the Bikeways Program and projects may be eligible for reduced matching requirements.



The Wharf in Leonardtown



Berlin Main Street



Brentwood Park



Infill Development in Mount Airy



Traditional Neighborhoods in Easton Airy



The Lustine Center Adaptive Reuse Project in Hyattsville



Carroll Creek Park in Frederick



Annapolis Main Street



The Greenbelt Theater



Miller's Court mixed-use rehabilitation in Baltimore



Shriner's Court Senior Housing in Union Bridge



Snow Hill Historic District



Hagerstown Bicycle Parking



Public Art in Cambridge



The Armory in Bel Air

**Community Safety and Enhancement Program:** A State Highway Administration program that provides funding for transportation improvements along State highways that support planned or on-going revitalization efforts. Improvements typically include pedestrian and vehicular safety, intersection capacity/operations, sidewalks, roadway reconstruction or resurfacing, drainage repair/upgrade and landscaping. Projects must be in a Priority Funding Area and projects in Sustainable Community areas are given preference

**Sidewalk Retrofit Program:** This program helps finance the construction and replacement of sidewalks along State highways by covering 50 percent of the cost for approved projects. The program covers 100 per-

## Financing Programs (Dept. of Environment)

**Water Quality Revolving Loan Fund:** Administered by the Maryland Department of the Environment Water Quality Financing Administration, the fund provides below-market interest rate loans and additional subsidies—such as loan-forgiveness and grants—to finance: construction of publicly-owned wastewater treatment works, implementation of non-point source/estuary capital improvements, and/or implementation of U.S. EPA defined “green” projects. Projects are ranked and can receive up to 100 points. Seven points are awarded to projects in Sustainable Communities.

## Tax Credit Programs and Incentives

**Low Income Housing Tax Credit:** Administered by the Dept. of Housing and Community Development and supports the development of multi-family affordable housing. Eight points are awarded to applications with projects located in a state-designated Transit Oriented Development area. For areas that are not state-designated Transit Oriented Development areas, but are Sustainable Communities, applications will be awarded four additional points.

**Maryland Economic Development Corporation/Dept. of Planning - Enhanced Local Tax Increment Financing Authority:** Enables designated Sustainable Communities to issue bonds to finance public improvements, and expands the permitted use of tax increment financing beyond traditional public infrastructure. The set of eligible uses of tax increment financing is broadened in Sustainable Communities to include historic preservation or rehabilitation; environmental remediation; demolition and site preparation; parking lots, facilities or structures of any type, public or private; highways; schools; and affordable or mixed-income housing. Local governments with Sustainable Communities may also pledge alternative local tax revenues generated within or attributed to the tax increment financing district to its associated special fund.

**Job Creation Tax Credit:** Administered by the Department of Commerce. Employers are eligible for enhanced incentives for new jobs created in Sustainable Communities. The maximum tax credit rises from \$1,000 to \$1,500 per employee. The threshold to qualify drops from 60 to 25 jobs created.

## Other Incentives

**Sustainable Maryland Certified:** A program administered by the University of Maryland Environmental Finance Center that supports sustainability efforts in Maryland municipalities. With the Sustainable Community designation, a municipality can receive 20 points towards the 150 points needed for certification.



Agenda Report Form

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Open Session Item

**SUBJECT:** Fort Ritchie Contract – Second Amendment

**PRESENTATION DATE:** Tuesday, March 3, 2020

**PRESENTATION BY:** Kirk C. Downey, Interim County Administrator/County Attorney

**RECOMMENDED MOTION:** Move to approve the proposed Second Amendment to the Contract between John W. Krumpotich (“Buyer”) and the Board of County Commissioners (“County”) for the sale of Fort Ritchie

**REPORT-IN-BRIEF:** The parties have negotiated a Second Amendment to the Contract.

**DISCUSSION:** The parties entered into the Contract on November 5, 2019, and signed the First Amendment on January 16, 2020, which extended the Buyer’s feasibility period to March 5, 2020, and the closing date to April 6, 2020. The parties have negotiated other modifications of the amended Agreement as to roadways, utilities, lakes, and dams, together with an increased purchase price and other commitments from Buyer. The extended feasibility period and closing dates remain unchanged.

**FISCAL IMPACT:** Increase in purchase price.

**CONCURRENCES:** Andrew Eshleman, Director, Public Works Division; Jeremy Mose, Director, Division of Environmental Management; Susan Small, Director, Department of Business Development

**ALTERNATIVES:** Take no action

**ATTACHMENTS:** Contract, First Amendment, draft Second Amendment

**AUDIO/VISUAL NEEDS:** N/A



## AGREEMENT OF SALE OF REAL PROPERTY

THIS AGREEMENT OF SALE (*Agreement*) is made this 5<sup>TH</sup> day of November, 2019, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (*Seller*), and **John W. Krumpotich** (*Buyer*).

1. Property. The Seller hereby agrees to sell, and the Buyer agrees to purchase, at the price and upon the terms and conditions hereinafter set forth, all of the following (collectively, the *Property*): (i) that tract of land commonly known as the former Fort Ritchie Military Reservation, Washington County, Maryland, more fully described in Exhibit A and as shown on Exhibit A-1 which are both attached hereto, and all easements, hereditaments, and appurtenances thereto belonging or inuring to the benefit of (the *Land*); (ii) all of the facilities, improvements, fixtures, equipment, furniture, and personal property located on the Land as of the Effective Date of this Agreement (collectively, the *Improvements and Personal Property*); (iii) all leases and contracts affecting the Land or the improvements thereon which Buyer hereafter expressly agrees to assume or agrees in this Agreement to assume; (iv) all transferable warranties and guarantees issued in connection with the Improvements and Personal Property; and (v) all transferable consents, authorizations, variances or waivers, licenses, permits, certificates, and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality in respect of the Land which remain valid or in effect as of the date of Closing (collectively, the *Approvals*). The transfer of Property will be by Quit Claim Deed and Bill of Sale, in **AS-IS, WHERE-IS** condition, **with all faults, and without representation or warranty**. The "Effective Date" of this Agreement shall be the date upon which this Agreement has been ratified and approved by the Seller.

2. Purchase Price. The purchase price for the Property is One Million Seven Hundred Twelve Thousand Five Hundred Dollars (\$1,712,500.00). The full purchase price, less any Deposit Amount paid, shall be paid to Seller in cash or by cashier's check or wired funds at Closing.

3. Deposit Amount. Buyer shall pay a deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the *Deposit Amount*) within one (1) business day following execution of this Agreement. The Deposit Amount shall be held in escrow by Miles & Stockbridge P.C. (*Escrow Agent*), in a non-interest bearing account, pending settlement or termination of this Agreement. The Deposit Amount shall be refunded if Buyer terminates this Agreement in accordance with any provision of this Agreement. The Deposit Amount

shall be applied against the purchase price at Closing. Escrow Agent shall not be liable for any mistakes of facts, or errors of judgment, or for any acts or omissions at any time unless caused by the willful malfeasance of the Escrow Agent with respect to the Deposit Amount. In the event of a dispute between Seller and Buyer with respect to the Deposit Amount while the Escrow Agent is holding the same, Escrow Agent shall continue to hold the Deposit Amount until the dispute is resolved by a court of competent jurisdiction, or by the mutual agreement of Seller and Buyer.

4. Termination of the Agreement. This Agreement shall terminate upon the occurrence of any of the following:

(a) The election by either party to terminate the Agreement as provided for in this Agreement;

(b) The failure of the Maryland Historical Trust (*MHT*) to approve the conveyance of the Property from Seller to Buyer; or

(c) Despite the recommendation for approval by the County Administrator, the failure of the Seller to approve the Agreement within fifteen (15) days after the date Buyer has delivered a copy of this Agreement to Seller duly executed by Buyer.

Upon termination pursuant to this Section, the Deposit Amount shall immediately be returned to Buyer. All other obligations of the parties hereunder shall cease and be released, except those obligations that specifically survive Closing or the termination of this Agreement.

5. Closing.

(a) Unless this Agreement has been terminated as provided herein, Closing shall occur at a place of Buyer's choosing in Washington County or Frederick County, Maryland, within thirty (30) days following expiration of the Feasibility Period provided for herein. Buyer shall designate the date and time of Closing in writing at least ten (10) days before Closing. At Closing, the Seller shall deliver to the Buyer the following documents upon payment by Buyer to Seller of the purchase price (of which the Deposit Amount shall be considered a part):

(1) A Quit Claim Deed to the Land (the *Deed*), subject to all existing reservations, rights-of-way, and/or easements of record burdening the Property, which shall convey to Buyer title to the Land;

(2) A Bill of Sale conveying all of Seller's right, title, and interest in and to the Property other than the Land; and

(3) Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

(b) Buyer is solely responsible for all closing costs, other than the fees and expenses of Seller's counsel.

(c) Possession of the Property shall be given to Buyer at the time of Closing.

6. Miscellaneous Adjustments and Prorations. The following adjustments and prorations shall be adjusted between the parties on the day of Closing. The provisions of this Section shall survive the Closing and the delivery of the Deed and any bill of sale.

(a) All service fees, charges, and expenses relating to utilities shall be adjusted and apportioned as of the day of Closing.

(b) All taxes, general or special, and all other public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date of, or subsequent thereto), shall be adjusted and apportioned as of the day of Closing, whether assessments have been levied or not as of that date.

(c) All revenues from the Property shall be adjusted and apportioned as of the day of Closing. The unapplied balance of all cash (or cash equivalent) security, damage, or other deposits paid by any of the tenants of the Property shall be credited against the purchase price.

(d) If any portion of the transaction is taxable, any documentary stamps and state and county transfer taxes, including agricultural transfer taxes, if applicable, relating to the conveyance of the Property to the Buyer, shall be paid equally by the Buyer and the Seller.

(e) The Seller and the Buyer shall each be responsible for one-half (1/2) of any applicable recordation taxes.

(f) The Seller shall be responsible for the costs and expenses of preparation of the Deed.

7. Buyer's Acknowledgements and Assurances. The Buyer agrees to and acknowledges the following terms and conditions and makes the following assurances.

(a) Except as expressly set forth herein, Seller has never made and does not make, under the terms of this Agreement, any representations or warranties concerning the environmental or the developmental condition of any portion of the Property and has never had and shall not have, under the terms of this Agreement, any obligation to the Buyer concerning the environmental or developmental condition of any portion of the Property. Notwithstanding anything in this Agreement to the contrary, Seller represents and warrants to Buyer that Seller has not used any portion of the Land as a landfill or as a dump for garbage or refuse, nor as a site for the storage and/or disposal of Hazardous Materials as defined herein, and Seller hereby agrees to indemnify, defend, and hold harmless Buyer and its successors and assigns from all claims, losses, costs, expenses arising in connection with any obligations or liabilities which remain with Seller pursuant to this paragraph.

(b) The Land is subject to the terms of deed restrictions and covenants established by the U.S. Army in its original transfer of the Property to PenMar Development Corporation, which restrictions and covenants continue to burden the Land and will be contained in the Deed. One of the deed restrictions includes the establishment of an historic district on the Land subject to the oversight of the MHT. Furthermore, the Land is subject to the terms of a deed of easement to MHT, covering a certain portion of the Land and recorded among the land records of Washington County, Maryland.

(c) To the extent that Seller has provided the Buyer any inspection, engineering, or environmental report, or any other document related to the Property, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports or documents.

(d) After Closing, Buyer will honor all of the prior agreements to use any portion of the Property set forth on Exhibit B, including all reservations of any portion of the Property for events or activities as set forth on Exhibit B. Except as set forth on Exhibit B, there are no contracts or agreements related to the ownership, operation, use, or maintenance of the Property that will be binding upon Buyer after Closing. Except as otherwise expressly agreed by Buyer in writing, Seller shall remain obligated for all obligations and liabilities arising under or in connection with any leases or other agreements affecting the Property, or any part thereof, including such obligations and liabilities under the agreements set forth on Exhibit B hereof to the extent the same arise from or relate to the period prior to Closing; and Seller hereby agrees to indemnify, defend, and hold harmless Buyer and its successors and assigns from all claims, losses, costs, expenses arising in connection with any obligations or liabilities which remain with Seller pursuant to this paragraph.

(e) Buyer acknowledges that it is acquiring, without recourse, all infrastructure for the Property, including, but not limited to, the following: water and sewer systems, inclusive of wells, tanks, reservoirs, buried and exposed pipes, all subject to any existing conveyances, easements, or other obligations; utilities, including buried and overhead cables, electrical apparatus, buried or exposed fuel gas lines and components, all subject to any existing conveyances, easements, or other obligations; telecommunications equipment, including buried or exposed telecommunications cable, wire, fiber-optics, or components, all subject to any existing conveyances, easements, or other obligations; roadways within the boundaries of the property, including surface maintenance, repairs, and snow removal obligations, and necessary upgrades to accommodate traffic flows and parking; and storm water management systems. Infrastructure may be conveyed by the Buyer and accepted by the Seller in accordance with the generally-applicable policies governing the County's acceptance of infrastructure.

(f) Buyer acknowledges that it will comply with and be subject to applicable building codes, permitting requirements, and water and/or sewer policies.

(g) Buyer acknowledges that Seller is in the process of subdividing 3.766 acres, more or less, of the Land, for use as the Fort Ritchie Community Center, said portion of the Land being identified on the attached Exhibit C description and plat titled Preliminary/Final Plat of Cascade Community Center, dated July 25, 2018 (*Community Center Parcel*), which plat is not yet approved or recorded among the land records. Buyer expressly acknowledges that said Community Center Parcel will not convey at Closing. Buyer further acknowledges that said plat and any subsequent deed of conveyance will include perpetual easements for public ingress and egress to the Community Center Parcel over Castle Drive and Lake Royer Drive (or said streets as they may otherwise be named).

(h) Buyer, for itself and its successors and assigns, agrees to provide in perpetuity after Closing, or until such time as public utilities are available, the necessary connections to all utility infrastructure, including, but not limited to, water, sewer, heat, electricity, and/or propane or natural gas, to the Fort Ritchie Community Center located on the Community Center Parcel or any subsequent occupant of the Community Center Parcel operating a community center thereon, at no cost to Seller, the Fort Ritchie Community Center Corporation, or its successor or subsequent occupant, for those connections; provided, however, that the foregoing obligation to provide infrastructure connections shall be satisfied through existing infrastructure or replacements thereof, and shall not be deemed to require Buyer to install any additional infrastructure. The Fort Ritchie Community Center Corporation, its successor, or any subsequent occupant of the Community Center Parcel operating a community center thereon, shall be responsible for

payment of any utility fees relating to the Community Center Parcel upon presentation of a proper invoice.

(i) Buyer acknowledges that Seller entered into a Settlement Agreement and Mutual Release dated August 15, 2019 (*Settlement Agreement*), made by and between Seller and JG Business Link International, Inc. (*JGBLI*), concerning, *inter alia*, the Property. A copy of the Settlement Agreement is attached hereto as Exhibit D. Buyer acknowledges that Building 607 is presently occupied by JGBLI, and that such occupancy shall continue pursuant to the Settlement Agreement until ninety (90) days from August 15, 2019. Upon JGBLI vacating Building 607, Buyer acknowledges that, pursuant to the Settlement Agreement, JGBLI will be allowed to remove all its belongings, including office furniture, fixtures, and technology items, from Building 607, without damage thereto.

(j) The Buyer agrees, after Closing, to provide, in perpetuity, water service to the 63-acre parcel owned by Cascade Town Centre, LLC, pursuant to Section 6(e) of the Settlement Agreement.

(k) The Buyer acknowledges that Buyer will grant cross-easements to Cascade Town Centre, LLC and/or the County, as applicable, for property access, road use, and utilities, including for installation and maintenance of utilities and meters.

(l) Except as set forth herein, Buyer shall have no obligations under the Settlement Agreement. Seller agrees to fulfill its obligations under the Settlement Agreement as and when required thereunder. At Closing, Seller shall assign Seller's rights, but not its obligations, under the Settlement Agreement, to Buyer.

(m) After Closing, the Buyer agrees to allow the Fort Ritchie Community Center, Inc., or its successor, reasonable access to the Parade Grounds and the lakes to use for events and activities organized or sponsored by the Community Center.

(n) The Buyer acknowledges that the Aaron Straus and Lillie Straus Foundation, Inc. (operators of Camp Louise) benefit from an easement allowing the Camp to discharge sewage through the Property's sewage treatment plant and to pump water from Lake Royer for the use of the Camp's operations. The easement is referenced in a deed recorded amongst the Land Records for Washington County, Maryland at Liber 265, folio 475.

(o) The Buyer acknowledges that the Property (or a portion of the Property) is designated as a Foreign Trade Zone, the consequence of which is unknown to Seller.

(p) The provisions of this Section 7 shall survive Closing, and all parties agree that the obligations in Section 7 of this Agreement shall continue to be binding upon the parties, their successors and/or assigns, and remain enforceable by a party after closing.

8. Seller's Acknowledgements and Assurances.

(a) The Seller acknowledges that tax increment financing Resolution No. RS-2017-02 was adopted by the Board of County Commissioners of Washington County, Maryland, on January 24, 2017, relating to the Property and further acknowledges that the Property is generally zoned within a Special Economic Development District governed by Article 19C of the Washington County Zoning Ordinance. The Seller agrees to make a good faith effort to support the same without modification during development of the Property. Seller agrees to grant Fast Track designation to the Property to ensure that expedited review and permitting occurs during Buyer's development of the Property.

(b) Seller agrees that it will not participate in any negotiations with respect to or execute any other agreements of sale concerning the Property during the term of this Agreement.

(c) The provisions of this Section 8 shall survive Closing, and all parties agree that the obligations in Section 8 of this Agreement shall continue to be binding upon the parties, their successors and/or assigns, and remain enforceable by a party after closing.

9. Title Report.

(a) Within sixty (60) days from Effective Date, Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Seller within the sixty (60)-day period listing any title exception that is not acceptable to Buyer (the "Title Defect"). If Buyer shall fail to provide such notice to Seller within the sixty (60)-day period, Buyer shall be considered to have waived its right to object to the Title Defect. Seller shall have fifteen (15) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the fifteen (15)-day period; otherwise Seller shall be deemed to have elected not to cure or remove such Title Defect. If Seller does not elect to cure any Title Defect, Buyer may terminate this Agreement at any time prior to expiration of the Feasibility Period. Unless this Agreement is terminated as provided herein, Seller shall convey the Property to Buyer at Closing, subject to any matter affecting title to the Property in existence as of the date of the title report, regardless of whether shown or

revealed by the title search and report, other than those Title Defects which Seller has elected to cure.

10. Feasibility Period – No Warranties.

(a) General. For a seventy-five (75) day period after Effective Date (*Feasibility Period*), Buyer and its agents shall have the right to enter upon the Property at their sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies, and Seller shall cooperate with Buyer in providing access to the Property. Within a reasonable time after such entries, Buyer shall restore the Property to its condition immediately prior to such tests. Buyer shall defend, indemnify, and hold Seller harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from Buyer's study activities, and will pay Seller upon demand the full amount of any sum Seller becomes obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon; provided, however, that Buyer shall have no obligations, liabilities, claims, accounts, demands, liens, or encumbrances arising because of the results of any studies or investigations, including but not limited to fines, penalties, and remediation obligations for any environmental condition identified by Buyer's studies.

(b) Election to Proceed or Terminate. If, during the Feasibility Period, Buyer shall determine, in its sole and absolute discretion, that the acquisition and development of the Property is not suitable to Buyer, for any or no reason, Buyer shall have the right, by written notice to Seller (*Termination Notice*), to terminate this Agreement on or before the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Agreement shall terminate, the Deposit Amount shall immediately be refunded to Buyer, and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Agreement under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Agreement to be performed by Buyer hereunder, including, without limitation, the obligation to consummate settlement.

(c) Studies. If Buyer terminates this Agreement, Buyer shall, upon payment from Seller of the costs thereof, promptly deliver to Seller after the date of such termination, for no additional consideration, copies of all governmental permits and approvals, surveys,



plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property. If Seller terminates this Agreement as a result of a breach of this Agreement by Buyer, Buyer shall, without any cost to Seller, promptly deliver to Seller after the date of such termination, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.

(d) "As Is" Purchase. Buyer acknowledges that it will have ample opportunity to inspect the Property during the Feasibility Period and that if, subject to the provisions of this Section 10(d), after performing all tests and inspections as Buyer may determine, Buyer proceeds to Closing, it will be taking title to the Property in its "as is" physical condition.

11. Damage to or Taking of Property Prior to Closing. The risk of any loss or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to Closing, shall be borne by Seller.

(a) In the event of any casualty damage to or loss of the Property or any portion thereof by accident, tort, criminal act, other casualty from the Effective Date to the moment of settlement of the purchase, Seller shall promptly notify Buyer of same in writing, and Buyer shall have the right to terminate this Agreement within fifteen (15) days after being provided such written notice, at its sole and absolute discretion. In such event, the Deposit Amount shall immediately be returned to Buyer.

(b) In the event of any taking of any portion of the Property by eminent domain from the Effective Date to the moment of settlement of the purchase, Seller shall promptly notify Buyer of same in writing, and Buyer shall have the right to terminate this Agreement within fifteen (15) days after being provided such written notice, at its sole and absolute discretion. In such event, the Deposit Amount shall immediately be returned to Buyer.

(c) In the event that there is a court order relating to the conveyance contemplated herein and affecting any portion of the Property between the Effective Date and Closing such that said court order prevents Closing as provided for in this Agreement, Seller shall promptly notify Buyer of same in writing, and Buyer shall have the right to terminate this Agreement within fifteen (15) days after being provided such written notice, at its sole and absolute discretion. In such event, the Deposit Amount shall immediately be returned to Buyer.

(d) If this Agreement is not terminated by the Buyer pursuant to the provisions of Paragraphs (a), (b), or (c) above, then this Agreement shall remain in full force and effect; and at Closing the Seller shall assign all its right, title, and interest in and to any insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

12. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain the Deposit Amount paid hereunder as liquidated damages and not as a penalty; and, upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to Buyer's obligations under Section 10(a), which shall survive for a period of twelve (12) months following such termination.

13. Seller's Default. If Seller fails to timely perform Seller's obligations under this Agreement, Buyer shall give written notice of such default to Seller and, if Seller shall fail to cure such default within ten (10) business days following such notice, such failure shall be deemed a "Seller Default". If a Seller Default shall occur and remain uncured, Buyer shall have the rights, as its sole and exclusive remedies for such default, to: (a) terminate this Agreement and immediately receive a return of the Deposit Amount and payment by Seller of Buyer's Reasonable Transaction Costs (hereinafter defined); or (b) seek specific performance of this Agreement; or (c) waive such breach or default and proceed to Closing. As used herein, the term "Buyer's Reasonable Transaction Costs" means and refers to the reasonable, documented, out-of-pocket, third-party costs and expenses incurred by Buyer (including attorneys' fees and disbursements) with outside third-party contractors in connection with negotiating this Agreement, performing Buyer's obligations under this Agreement, conducting due diligence with respect to the Property or the transactions contemplated herein, and preparing for Closing hereunder.

14. Notice. Any notice required to be given to a party under this Agreement shall be by hand delivery to the party, or by overnight courier, with delivery receipt, or by United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To Buyer:

John W. Krumpotich  
4 West Water Street  
Smithsburg, MD 21783

To Buyer's Attorney:

Thomas E. Lynch, III  
Miles & Stockbridge P.C.  
30 West Patrick Street, Suite 600  
Frederick, MD 21701

To Seller:

Office of the County Administrator  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740

and

Office of the County Attorney  
100 West Washington Street, Suite 1101  
Hagerstown, MD 21740

The date of notice shall be the date of hand delivery or the actual date of delivery as evidenced by the delivery or return receipt.

15. Condition of the Property; Representations; Inspections. Seller authorizes Buyer to obtain, at Buyer's expense, any inspections which the Buyer desires in connection with the transaction, including but not limited to, pest, structural, mechanical, and environment inspections; however, Seller makes no representations or warranties regarding the condition of the property; no warranties are made as to the working condition of any items or fixtures which convey with the property. Buyer specifically acknowledges that it is purchasing the property in **AS-IS, WHERE-IS** condition, with **all faults**, and **without representation or warranty**.

16. Environmental Matters. Except as set forth in Section 7(a), Seller makes no guaranty, warranty, or representation to Buyer regarding the existence or non-existence of Hazardous Materials (as defined in Paragraph (a) below (Definition of Hazardous

Materials)) on the Property, nor any guaranty, warranty, or representation concerning the compliance of Seller, or any previous owner of the Property, with federal, state, or local laws and regulations regarding Hazardous Materials. Except as set forth in Section 7(a), after Closing, Seller will have no responsibility to Buyer or its transferees or assigns regarding compliance with these laws and regulations requiring the removal, treatment, or disposal of Hazardous Materials which may exist, regardless of when any such condition first existed and regardless of whether any such conditions are known or unknown to Seller. Buyer covenants and agrees not to sue or otherwise make any claim against Seller for any of the matters as to which Seller has no responsibility to Buyer under this Section 16; and this covenant not to sue shall, to the maximum extent permitted by law, be binding upon the successors and assigns of Buyer. Buyer agrees that, after Closing, Buyer hereby discharges and releases Seller and Seller's personal representatives, elected officials, employees, heirs, successors, and assigns, and agrees to defend, indemnify, and hold Seller and Seller's personal representatives, elected officials, employees, heirs, successors, and assigns harmless from any claims, losses, costs, expenses, and liability that Seller may suffer or be subjected to by virtue of any violation of existing or future law caused by Buyer's ownership, possession, operation, or use of the Property.

(a) Definition of Hazardous Materials. Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by § 4-401(h) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by § 7-201(l) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 16(a); (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.

(b) Survival. The provisions of this Section 16 shall survive Closing hereunder or termination of this Agreement. All parties agree that the obligations in Section 16 of this Agreement shall continue to be binding upon the parties and enforceable by a party after Closing.

17. No Broker. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this

Agreement or the contemplated purchase and sale of the Property. Each party agrees to indemnify the other against, and hold it harmless from, all liability arising from any violation of the representations and warranties set forth in the immediately preceding sentence, including, without limitation, the cost of counsel fees in connection therewith.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy, or digital reproduction of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

20. Entire Agreement; Modification. This Agreement and the materials incorporated herein by reference constitute the entire agreement between the parties. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the parties.

21. Laws of Maryland. Regardless of the location of any party when the party executes this Agreement, it shall be deemed to have been made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland without regard to conflict of laws principles.

22. Construction of Agreement. Each party has participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

23. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby; and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

24. Waiver. Neither party's waiver of the other's breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

25. Survival. The covenants contained herein, or the liabilities accrued hereunder, which, by their terms, require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or other termination of this Agreement.

26. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party. Seller will consent to Buyer's assignment of this Agreement to an entity (1) intended to hold title to the Property; and (2) in which Buyer has an interest.


27. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed as of the day and year first written above.

WITNESS:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND

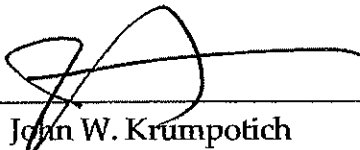
  
\_\_\_\_\_  
Krista L. Hart, Clerk

BY:  (SEAL)  
Jeffrey A. Cline, President

WITNESS:

BUYER:

  
\_\_\_\_\_  
Wanda J. HeKee

 (SEAL)  
\_\_\_\_\_  
John W. Krumpotich

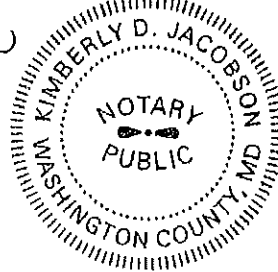
STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 6 day of November, 2019, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey A. Cline and he acknowledged the foregoing instrument to be his act

and deed on behalf of Board of County Commissioners of Washington County, Maryland, and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this 6 day of November, 2019.

*Kimberly D. Jacobson*  
Notary Public



My commission expires:

4/25/2021

STATE OF Maryland, COUNTY OF Washington, to wit:

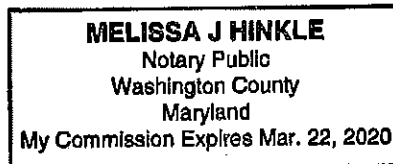
I HEREBY CERTIFY that on this 5 day of November, 2019, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John W. Krumpotich, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing instrument, and he did acknowledge the execution of the within and foregoing instrument to be his voluntary act and deed, and he did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Notarial Seal this 5 day of November 2019.

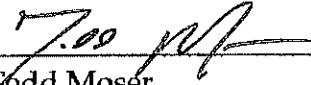
*Melissa J. Hinkle*  
Notary Public

My commission expires:

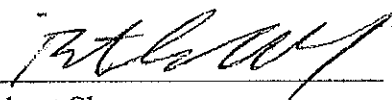
MARCH 22, 2020



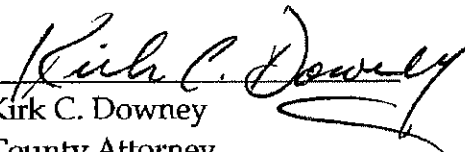
Recommended for approval by  
the County:

  
\_\_\_\_\_  
Todd Moser  
Real Property Administrator

Approved and authorized  
for execution by the County:

  
\_\_\_\_\_  
Robert Slocum  
County Administrator

Approved as to form and legal  
sufficiency for execution by the County:

  
\_\_\_\_\_  
Kirk C. Downey  
County Attorney



**EXHIBIT A**  
Property Description

ALL those tracts, lots or parcels of land, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 14, Washington County, Maryland, and being more particularly described as follows:

PHASE I:

PARCEL NO. 1: BEGINNING at a point where the Westerly boundary of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1) intersects the Southwest margin of the CSX Railroad right of way, thence with said right of way with a curve to the right having a radius of 1,112.53 feet, an arc length of 286.62 feet and a chord bearing and distance of South 33 degrees 44 minutes 59 seconds East 285.83 feet to a point where said right of way intersects the Northern boundary of lands now or formerly of Washington County Sanitary District (Liber 1109, Folio 138); thence with the same South 63 degrees 17 minutes 16 seconds West 180.20 feet to a point; thence South 00 degrees 50 minutes 13 seconds East 120.04 feet to a point; thence South 25 degrees 57 minutes 35 seconds East 189.03 feet to a point; thence leaving said lands and crossing Penn Mar Road South 02 degrees 18 minutes 02 seconds East 34.04 feet to a point; thence South 08 degrees 27 minutes 15 seconds West 191.06 feet to a point at or near the shoreline of Lake Royer; thence with said shoreline South 26 degrees 34 minutes 25 seconds West 62.34 feet to a point; thence South 10 degrees 18 minutes 31 seconds West 103.90 feet to a point; thence South 06 degrees 04 minutes 29 seconds West 87.85 feet to a point; thence South 11 degrees 29 minutes 36 seconds West 96.43 feet to a point; thence South 33 degrees 27 minutes 23 seconds West 80.94 feet to a point; thence South 18 degrees 00 minutes 37 seconds West 130.29 feet to a point; thence South 10 degrees 43 minutes 54 seconds West 119.33 feet to a point; thence leaving said shoreline South 41 degrees 42 minutes 28 seconds West 140.15 feet to a point; thence North 48 degrees 48 minutes 23 seconds West 138.12 feet to a point; thence South 40 degrees 42 minutes 43 seconds West 366.68 feet to a point; thence North 48 degrees 22 minutes 04 seconds West 23.27 feet to a point; thence South 52 degrees 11 minutes 20 seconds West 431.50 feet to a point; thence North 73 degrees 04 minutes 22 seconds West 255.37 feet to a point; thence with a curve to the left having a radius of 82.06 feet, an arc length of the 141.03 feet and a chord bearing and distance of South 47 degrees 05 minutes 37 seconds West 124.30 feet to a point; thence North 79 degrees 06 minutes 23 seconds West 281.41 feet to a point; thence North 69 degrees 04 minutes 54 seconds West 262.59 feet to a fence post in the Western boundary of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1); thence with said Western boundary North 31 degrees 42 minutes

28 seconds East 117.08 feet to a concrete monument; thence North 44 degrees 12 minutes 06 seconds East 672.75 feet to a concrete monument; thence North 47 degrees 51 minutes 32 seconds East 548.56 feet to a fence post; thence North 54 degrees 15 minutes 38 seconds East 252.25 feet to a fence post; thence North 39 degrees 19 minutes 33 seconds East 352.87 feet to a fence post; thence North 40 degrees 26 minutes 53 seconds East 141.24 feet to a drill hole in a boulder; thence North 38 degrees 17 minutes 07 seconds East 517.79 feet to the point of beginning; containing 35.63 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point along the North side of Penn Mar Road, said point being North 44 degrees 21 minutes 29 seconds East 294.51 feet from an existing disk in concrete at the Southeast corner lands now or formerly of Washington County Sanitary District (Liber 1109, Folio 138), thence leaving Penn Mar Road North 44 degrees 01 minute 18 seconds West 78.49 feet to a point; thence North 45 degrees 58 minutes 41 seconds East 115.12 feet to a point; thence South 35 degrees 14 minutes 07 seconds East 76.47 feet to a point; thence South 44 degrees 21 minutes 53 seconds West 103.48 feet to the point of beginning; containing 0.19 acres of land, more or less.

#### PHASE II:

PARCEL NO. 1: BEGINNING at a concrete monument at or near the point of beginning of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1), thence with the boundaries thereof by bearings to match a survey by R. F. Gauss & Associates, Inc., dated July 16, 2001 South 34 degrees 53 minutes 36 seconds East 1070.20 feet to a concrete monument; thence South 29 degrees 18 minutes 02 seconds East 474.96 feet to a disk in concrete; thence South 07 degrees 19 minutes 41 seconds East 352.78 feet to a fence post; thence South 45 degrees 31 minutes 43 seconds West 398.25 feet to a fence post; thence South 79 degrees 14 minutes 20 seconds West 542.08 feet to a fence post; thence South 62 degrees 27 minutes 49 seconds West 393.23 feet to a fence post; thence South 47 degrees 22 minutes 56 seconds West 439.25 feet to a fence post; thence South 41 degrees 37 minutes 13 seconds West 450.35 feet to a fence post; thence North 28 degrees 56 minutes 50 seconds West 206.85 feet to a point; thence North 24 degrees 44 minutes 54 seconds West 77.07 feet to a point; thence North 30 degrees 54 minutes 33 seconds West 247.33 feet to a point; thence North 30 degrees 50 minutes 06 seconds West 606.24 feet to a point; thence with a curve to the left having a radius of 80.33 feet, an arc length of 9 description 4.62 feet and a chord bearing and distance of North 64 degrees 20 minutes 25 seconds West 89.24 feet to a point; thence South 82 degrees 09 minutes 16 seconds West 99.95 feet to a point; thence South 86 degrees 43 minutes 04 seconds West 267.64 feet to a point; thence with a curve to the right having a radius of 125.09, an arc length of 191.17 feet and a chord bearing and distance of North 49 degrees 30 minutes 00 seconds West 173.10 feet to a point; thence North 05 degrees 43 minutes 03

seconds West 525.40 feet to a point; thence North 85 degrees 13 minutes 41 seconds East 90.51 feet to a point at or near the shoreline of Lake Waster; thence with said shoreline North 12 degrees 48 minutes 34 seconds West 74.42 feet to a point; thence North 09 degrees 51 minutes 58 seconds East 120.19 feet to a point; thence with a curve to the right having a radius of 66.79 feet, an arc length of 113.43 feet and a chord bearing and distance of North 52 degrees 06 minutes 38 seconds East 100.28 feet to a point; thence South 68 degrees 20 minutes 35 seconds East 81.19 feet to a point; thence South 55 degrees 56 minutes 24 seconds East 310.04 feet to a point; thence North 37 degrees 42 minutes 20 seconds East 231.07 feet to a point at or near the shoreline of Lake Royer; thence with said shoreline North 54 degrees 36 minutes 12 seconds West 124.03 feet to a point; thence North 48 degrees 28 minutes 23 seconds East 146.32 feet to a point; thence North 06 degrees 00 minutes 56 seconds West 112.00 feet to a point; thence North 39 degrees 16 minutes 23 seconds East 251.56 feet to a point; thence North 01 degree 05 minutes 05 seconds East 147.36 feet to a point; thence North 10 degrees 43 minutes 54 seconds East 119.33 feet to a point; thence North 18 degrees 00 minutes 37 seconds East 130.29 feet to a point; thence North 33 degrees 27 minutes 23 seconds East 80.94 feet to a point; thence North 11 degrees 29 minutes 36 seconds East 96.43 feet to a point; thence North 06 degrees 04 minutes 29 seconds East 87.85 feet to a point; thence North 10 degrees 18 minutes 31 seconds East 103.90 feet to a point; thence North 26 degrees 34 minutes 25 seconds East 62.34 feet to a point; thence North 08 degrees 27 minutes 15 seconds East 191.06 feet to a point; thence crossing Penn Mar Road North 02 degrees 18 minutes 02 seconds West 34.04 feet to a point at a corner of lands now or formerly of Washington County Sanitary District (Liber 1109, Folio 138); thence with said lands South 86 degrees 05 minutes 03 seconds East 282.51 feet to a point in the Southwestern margin of the CSX Railroad right of way; thence with said right of way with a curve to the left having a radius of 1179.26 feet, an arc length of 9 description 75.42 feet and a chord bearing and distance of South 57 degrees 50 minutes 55 second East 947.85 feet to the point of beginning; containing 120.57 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a concrete monument, said monument being at or near the point of beginning of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 2), thence with the boundaries thereof with bearings to match a survey by R. F. Gauss & Associates, Inc., dated July 16, 2001 North 72 degrees 14 minutes 17 seconds East 399.77 feet to a concrete monument; thence South 17 degrees 50 minutes 14 seconds East 299.32 feet to a concrete monument; thence South 72 degrees 26 minutes 17 seconds West 398.13 feet to a concrete monument; thence North 18 degrees 09 minutes 11 seconds West 297.94 feet to the point of beginning; containing 2.73 acres of land, more or less.

PARCEL NO. 3: BEGINNING at a point at or near the centerline of Ritchie Road, said point being approximately North 34 degrees 37 minutes 08 seconds East 360.40 feet from its intersection with the centerline of Wise Road, thence South 29 degrees 40 minutes 55 seconds West 402.32 feet to a concrete monument on the South side of Wise Road and the East side of Ritchie Road; thence South 36 degrees 35 minutes 50 seconds West 592.30 feet to a concrete monument; thence crossing Ritchie Road North 51 degrees 37 minutes 54 seconds West 336.82 feet to a concrete monument; thence along the West side of Ritchie Road South 42 degrees 34 minutes 40 seconds West 461.22 feet to a concrete monument; thence South 23 degrees 49 minutes 37 seconds West 760.48 feet to a concrete monument; thence South 33 degrees 10 minutes 11 seconds West 419.35 feet to a concrete monument; thence leaving Ritchie Road North 50 degrees 17 minutes 02 seconds West 1062.51 feet to a drill hole in a boulder; thence North 29 degrees 14 minutes 12 seconds East 1698.02 feet to a concrete monument; thence North 38 degrees 11 minutes 25 seconds East 1387.86 feet to a concrete monument; thence South 57 degrees 51 minutes 17 seconds East 467.25 feet to a point; thence South 42 degrees 19 minutes 36 seconds West 614.90 feet to a rebar and cap; thence South 56 degrees 07 minutes 58 seconds East 979.65 feet to the point of beginning; containing 76.31 acres of land, more or less.

#### PHASE III:

PARCEL NO. 1: BEGINNING at a fence post, said post being at the end of the forty-fifth or South 55 degrees 10 minutes East 735 feet line of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1), thence running through said lands by bearings to match a survey by R. F. Gauss & Associates, Inc., dated July 16, 2001 South 69 degrees 04 minutes 54 seconds East 262.59 feet to a point; thence South 79 degrees 06 minutes 23 seconds East 281.41 feet to a point; thence South 29 degrees 29 minutes 26 seconds East 167.62 feet to a point; thence South 05 degrees 23 minutes 36 seconds East 413.20 feet to a point; thence North 84 degrees 04 minutes 18 seconds East 226.47 feet to a point; thence South 05 degrees 43 minutes 03 seconds East 300.99 feet to a point; thence with a curve to the left having a radius of 125.09 feet, an arc length of 191.17 feet and a chord bearing and distance of South 49 degrees 30 minutes 00 seconds East 173.10 feet to a point; thence North 86 degrees 43 minutes 04 seconds East 267.64 feet to a point; thence North 82 degrees 09 minutes 16 seconds East 99.95 feet to a point; thence with a curve to the right having a radius of 80.33 feet, an arc length of 9 description 4.62 feet and a chord bearing and distance of South 64 degrees 20 minutes 25 seconds East 89.24 feet to a point; thence South 30 degrees 50 minutes 06 seconds East 262.93 feet to a point; thence South 60 degrees 00 minutes 20 seconds West 279.75 feet to a point at or near the centerline of a street known as Greenhow Street; thence along the centerline thereof South 06 degrees 45 minutes 02 seconds East 437.76 feet to a point at its intersection with the centerline of a street known as West Banfill Avenue; thence [along]

the centerline thereof and along the centerline of Reservoir Road South 55 degrees 33 minutes 46 seconds West 300.82 feet to a point; thence South 51 degrees 17 minutes 57 seconds West 65.68 feet to a point; thence South 45 degrees 59 minutes 23 seconds West 67.47 feet to a point; thence South 50 degrees 55 minutes 30 seconds West 105.80 feet to a point; thence South 54 degrees 11 minutes 03 seconds West 688.99 feet to a point; thence South 52 degrees 34 minutes 58 seconds West 122.79 feet to a point; thence South 60 degrees 12 minutes 16 seconds West 44.35 feet to a point; thence with a curve to the right having a radius of 165.61 feet, an arc length of 249.21 feet and a chord bearing and distance of North 82 degrees 05 minutes 07 seconds West 226.35 feet to a point; thence North 32 degrees 37 minutes 46 seconds West 141.32 feet to a point; thence with a curve to the left having a radius of 84.80 feet, an arc length of 102.79 feet and a chord bearing and distance of North 72 degrees 07 minutes 19 seconds West 96.61 feet to a point; thence South 71 degrees 28 minutes 51 seconds West 51.54 feet to a point; thence South 64 degrees 39 minutes 59 seconds West 184.37 feet to a point; thence with a curve to the left having a radius of 201.09 feet, an arc length of 107.25 feet and a chord bearing and distance of South 45 degrees 01 minute 06 seconds West 105.99 feet to a point; thence with a curve to the right having a radius of 824.44 feet, an arc length of 146.62 feet and a chord bearing and distance of South 31 degrees 36 minutes 15 seconds West 146.43 feet to a point; thence South 35 degrees 44 minutes 35 seconds West 372.99 feet to a point; thence with a curve to the left having a radius of 456.69 feet, an arc length of 148.16 feet and a chord bearing and distance of South 26 degrees 09 minutes 18 seconds West 147.51 feet to a point; thence South 18 degrees 33 minutes 13 seconds West 101.01 feet to a point; thence with a curve to the left having a radius of 436.50 feet, an arc length of 110.33 feet, and a chord bearing and distance of South 12 degrees 22 minutes 03 seconds West 110.04 feet to a point; thence South 02 degrees 52 minutes 15 seconds West 110.91 feet to a point; thence South 05 degrees 47 minutes 34 seconds West 74.74 feet to a point; thence with a curve to the right having a radius of 619.31 feet, an arc length of 114.48 feet, and a chord bearing and distance of South 11 degrees 32 minutes 19 seconds West 114.31 feet to a point; thence South 18 degrees 52 minutes 36 seconds West 128.75 feet to a point; thence with a curve to the left having a radius of 294.32 feet, an arc length of 9 description2.43 feet, and a chord bearing and distance of South 11 degrees 28 minutes 19 seconds West 131.32 feet to a point; thence with a curve to the right having a radius of 495.02 feet, an arc length of 262.21 feet, and a chord bearing and distance of South 14 degrees 19 minutes 59 seconds West 259.16 feet to a point; thence South 28 degrees 16 minutes 28 seconds West 87.72 feet to a point in the 37<sup>th</sup> or North 60 degrees 40 minutes West 1750 feet line of said lands of the United States of America; thence leaving Reservoir Road and continuing with a portion of said 37<sup>th</sup> line with corrected bearing North 57 degrees 51 minutes 17 seconds West 1523.22 feet to a concrete monument; thence along the same North 52 degrees 15 minutes 46 seconds East 510.27 feet to a concrete monument; thence North 58 degrees 41 minutes 32 seconds West 925.70 feet to a concrete monument; thence North 10

degrees 45 minutes 33 seconds East 1590.97 feet to a concrete monument; thence North 52 degrees 47 minutes 10 seconds East 823.74 feet to a concrete monument; thence South 61 degrees 42 minutes 00 seconds East 426.02 feet to a concrete monument; thence North 20 degrees 58 minutes 53 seconds East 657.93 feet to a concrete monument; thence North 40 degrees 56 minutes 44 seconds East 883.92 feet to a concrete monument; thence South 54 degrees 35 minutes 12 seconds East 669.97 feet to the point of beginning; containing 236.88 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point at or near the centerline of Ritchie Road, said point being approximately North 34 degrees 37 minutes 08 seconds East 360.40 feet from its intersection with the centerline of Wise Road, thence leaving Ritchie Road North 56 degrees 07 minutes 58 seconds West 979.65 feet to a rebar and cap; thence North 42 degrees 19 minutes 36 seconds East 614.90 feet to a point; thence North 42 degrees 19 minutes 36 seconds East 610.46 feet to a point; thence South 70 degrees 31 minutes 08 seconds East 55.32 feet to a point; thence South 14 degrees 58 minutes 25 seconds West 19.81 feet to a point; thence South 74 degrees 18 minutes 12 seconds East 74.69 feet to a point; thence North 17 degrees 56 minutes 30 seconds East 53.40 feet to a point; thence South 76 degrees 13 minutes 51 seconds East 200.96 feet to a concrete monument; thence South 67 degrees 26 minutes 24 seconds East 94.91 feet to a point at or near the centerline of Ritchie Road; thence with said centerline with a curve to the left having a radius of 600.86 feet, an arc length of 9 description 7.24 feet, and a chord bearing and distance of South 10 degrees 37 minutes 08 seconds West 97.13 feet to a point; thence with a curve to the right having a radius of 9 description 87.38 feet, an arc length of 224.58 feet and a chord bearing and distance of South 12 degrees 29 minutes 22 seconds West 224.10 feet to a point; thence South 18 degrees 31 minutes 31 seconds West 176.74 feet to a point; thence South 19 degrees 37 minutes 10 seconds West 205.52 feet to a point; thence South 17 degrees 51 minutes 15 seconds West 432.91 feet to a point; thence with a curve to the right having a radius of 2551.36 feet, an arc length of 293.01 feet and a chord bearing and distance of South 21 degrees 08 minutes 40 seconds West 292.85 feet to the point of beginning; containing 21.32 acres of land, more or less.

PARCEL NO. 3: BEGINNING at a point in the centerline of Wise Road, said point being approximately South 46 degrees 22 minutes 40 seconds East 31.96 feet from its intersection with the centerline of Ritchie Road, thence with the centerline of Wise Road South 46 degrees 22 minutes 40 seconds East 57.54 feet to a point; thence with a curve to the left having a radius of 272.20 feet, an arc length of 128.27 feet, and a chord bearing and distance of South 60 degrees 15 minutes 30 seconds East 127.08 feet to a point; thence with a curve to the left having a radius of 770.85 feet, an arc length of 144.86 feet, and a chord bearing and distance of South 79 degrees 23 minutes 19 seconds East 144.65 feet to a point; thence South 86 degrees 40 minutes 32 seconds East 131.68 feet to a point; thence

leaving said centerline South 29 degrees 36 minutes 38 seconds West 195.88 feet to a concrete monument; thence North 51 degrees 24 minutes 55 seconds West 443.22 feet to a concrete monument; thence North 29 degrees 40 minutes 55 seconds East 35.55 feet to the point of beginning; containing 0.83 acres of land, more or less.

PARCEL NO. 4: BEGINNING at a concrete monument on the North side of Ritchie Road, said monument being at or near the Northeastern most corner of lands now or formerly of Thomas J. Matter (Liber 1611, Folio 102), thence with the Northern line of Matter North 56 degrees 58 minutes 34 seconds West 280.51 feet to a concrete monument; thence leaving the lands of Matter North 18 degrees 35 minutes 09 seconds West 78.83 feet to a point; thence North 52 degrees 29 minutes 27 seconds East 709.30 feet to a point; thence South 28 degrees 56 minutes 50 seconds East 175.51 feet to a fence post; thence South 25 degrees 02 minutes 16 seconds West 114.69 feet to a fence post; thence South 40 degrees 07 minutes 13 seconds West 525.68 feet to the point of beginning; containing 4.27 acres of land, more or less; SAVING AND EXCEPTING THEREFROM that portion of Phase III, Parcel No. 4 that was conveyed by Fort Ritchie I, LLC, to The Potomac Edison Company by Deed dated July 10, 2009 and recorded in Liber 3736, Folio 331 among the Land Records of Washington County, Maryland.

#### PHASE IV:

PARCEL NO. 1: BEGINNING at a point, said point being South 74 degrees 16 minutes 04 seconds East 541.92 feet from the end of the 45<sup>th</sup> or South 55 degrees 10 minutes East 735 feet line of lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1), as surveyed by R. F. Gauss & Associates, Inc., dated July 16, 2001, thence running through said lands with a curve to the right having a radius of 82.06 feet, an arc length of 141.03 feet, and a chord bearing and distance of North 47 degrees 05 minutes 37 seconds East 124.30 feet to a point; thence South 73 degrees 04 minutes 22 seconds East 255.37 feet to a point; thence North 52 degrees 11 minutes 20 seconds East 431.50 feet to a point; thence South 48 degrees 22 minutes 04 seconds East 23.27 feet to a point; thence North 40 degrees 42 minutes 43 seconds East 366.68 feet to a point; thence South 48 degrees 48 minutes 23 seconds East 138.12 feet to a point; thence North 41 degrees 42 minutes 28 seconds East 140.15 feet to a point; thence South 01 degrees 05 minutes 05 seconds West 147.36 feet to a point; thence South 39 degrees 16 minutes 23 seconds West 251.46 feet to a point; thence South 06 degrees 00 minutes 56 seconds East 112.00 feet to a point; thence South 48 degrees 28 minutes 23 seconds West 146.32 feet to a point; thence South 54 degrees 36 minutes 12 seconds East 124.03 feet to a point; thence South 37 degrees 42 minutes 20 seconds West 231.07 feet to a point; thence North 55 degrees 56 minutes 24 seconds West 310.04 feet to a point; thence North 68 degrees 20 minutes 35 seconds West 81.19 feet to a point; thence with a curve to the left having a

radius of 66.79 feet, an arc length of 113.43 feet, and a chord bearing and distance of South 52 degrees 06 minutes 38 seconds West 100.28 feet to a point; thence South 09 degrees 51 minutes 58 seconds West 120.19 feet to a point; thence South 12 degrees 48 minutes 34 seconds East 74.42 feet to a point; thence South 85 degrees 13 minutes 41 seconds West 90.51 feet to a point; thence South 05 degrees 43 minutes 03 seconds East 224.41 feet to a point; thence South 84 degrees 04 minutes 18 seconds West 226.47 feet to a point; thence North 05 degrees 23 minutes 36 seconds West 413.20 feet to a point; thence North 29 degrees 29 minutes 26 seconds West 167.62 feet to the point of beginning; containing 10.16 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a concrete monument, said monument being at the end of the 16<sup>th</sup> or North 55 degrees 10 minutes West 293 feet line of the lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1), thence with the boundaries thereof by bearings to match a survey by R. F. Gauss & Associates, Inc., dated July 16, 2001, South 31 degrees 24 minutes 51 seconds West 880.04 feet to a concrete monument; thence South 55 degrees 06 minutes 09 seconds East 164.71 feet to a concrete monument; thence South 37 degrees 50 minutes 32 seconds West 1232.99 feet to a concrete monument; thence South 46 degrees 40 minutes 16 seconds West 77.15 feet to a concrete monument; thence running through said lands of the United States of America North 76 degrees 13 minutes 51 seconds West 200.96 feet to a point; thence South 17 degrees 56 minutes 30 seconds West 53.40 feet to a point; thence North 74 degrees 18 minutes 12 seconds West 74.69 feet to a point; thence North 14 degrees 58 minutes 25 seconds 25 seconds East 19.81 feet to a point; thence North 70 degrees 31 minutes 08 seconds West 55.32 feet to a point; thence South 42 degrees 19 minutes 36 seconds West 610.46 feet to a point; thence North 57 degrees 51 minutes 17 seconds West 467.25 feet to a concrete monument at the beginning of the 37<sup>th</sup> or North 60 degrees 40 minutes West 1750 feet line of the lands now or formerly of the United States of America (Liber 265, Folio 475 Parcel No. 1); thence with a portion thereof with corrected bearing North 57 degrees 51 minutes 17 seconds West 192.15 feet to a point in the centerline of the road known as Reservoir Road; thence with said centerline and with the centerline of a street known as West Banfill Avenue North 28 degrees 16 minutes 28 seconds East 87.72 feet to a point; thence with a curve to the left having a radius of 495.02 feet, an arc length of 262.61 feet, and a chord bearing and distance of North 14 degrees 19 minutes 59 seconds East 259.16 feet to a point; thence with a curve to the right having a radius of 294.32 feet, an arc length of 9 description 2.43 feet and chord bearing and distance of North 11 degrees 28 minutes 19 seconds East 131.32 feet to a point; thence North 18 degrees 52 minutes 36 seconds East 128.75 feet to a point; thence with a curve to the left having a radius of 619.31 feet, an arc length of 114.48 feet and a chord bearing and distance of North 11 degrees 32 minutes 19 seconds East 114.31 feet to a point; thence North 05 degrees 47 minutes 34 seconds East 74.74 feet to a point; thence North 02 degrees 52 minutes 15 seconds East 110.91 feet to a



point; thence with a curve to the right having a radius of 436.50 feet, an arc length of 110.33 feet and a chord bearing and distance of North 12 degrees 22 minutes 03 seconds East 110.04 feet to a point; thence North 18 degrees 33 minutes 13 seconds East 101.01 feet to a point; thence with a curve to the right having a radius of 456.69 feet, an arc length of 148.16 feet and a chord bearing and distance of North 26 degrees 09 minutes 18 seconds East 147.51 feet to a point; thence North 35 degrees 44 minutes 35 seconds East 372.99 feet to a point; thence with a curve to the left having a radius of 824.44 feet, an arc length of 146.62 feet, and a chord bearing and distance of North 31 degrees 36 minutes 15 seconds East 146.43 feet to a point; thence with a curve to the right having a radius of 201.09 feet, an arc length of 107.25 feet, and a chord bearing and distance of North 45 degrees 01 minutes 06 seconds East 105.99 feet to a point; thence North 64 degrees 39 minutes 59 seconds East 184.37 feet to a point; thence North 71 degrees 28 minutes 51 seconds East 51.54 feet to a point; thence with a curve to the right having a radius of 84.80 feet, an arc length of 102.79 feet, and a chord bearing and distance of South 72 degrees 07 minutes 19 seconds East 96.61 feet to a point; thence South 32 degrees 37 minutes 46 seconds East 141.32 feet to a point; thence with a curve to the left having a radius of 165.61 feet, an arc length of 249.21 feet, and a chord bearing and distance of South 82 degrees 05 minutes 07 seconds East 226.35 feet to a point; thence North 60 degrees 12 minutes 16 seconds East 44.35 feet to a point; thence North 52 degrees 34 minutes 58 seconds East 122.79 feet to a point; thence North 54 degrees 11 minutes 03 seconds East 688.99 feet to a point; thence North 50 degrees 55 minutes 30 seconds East 105.80 feet to a point; thence North 45 degrees 59 minutes 23 seconds East 67.47 feet to a point; thence North 51 degrees 17 minutes 57 seconds East 65.68 feet to a point; thence North 55 degrees 33 minutes 46 seconds East 300.82 feet to a point at the intersection of the centerline of a street known as West Banfill Avenue and the centerline of a street known as Greenhow Street; thence with the centerline of Greenhow Street North 06 degrees 45 minutes 02 seconds East 437.76 feet to a point; thence leaving said street North 60 degrees 00 minutes 20 seconds East 279.75 feet to a point; thence South 30 degrees 50 minutes 06 seconds East 343.31 feet to a point; thence South 30 degrees 54 minutes 33 seconds East 247.33 feet to a point; thence South 24 degrees 44 minutes 54 seconds East 77.07 feet to a point; thence South 28 degrees 56 minutes 50 seconds East 31.35 feet to a point; thence South 52 degrees 29 minutes 27 seconds West 709.30 feet to a point; thence South 18 degrees 35 minutes 09 seconds East 78.83 feet to the point of beginning; containing 81.34 acres of land, more or less; SAVING AND EXCEPTING THEREFROM that portion of Phase IV, Parcel No. 2 that was conveyed by Fort Ritchie I, LLC, to The Potomac Edison Company by Deed dated July 10, 2009 and recorded in Liber 3736, Folio 331 among the Land Records of Washington County, Maryland.

TOGETHER WITH AND SUBJECT TO any and all covenants, conditions, restrictions, reservations, easements, and rights of way of record applicable thereto.

**SAVING AND EXCEPTING THEREFROM** the following tracts or parcels of land:

[1] All those tracts or parcels of land, containing 42.29 acres, more or less, conveyed from [the] Board of County Commissioners of Washington County, Maryland, a body corporate and politic of the State of Maryland, to Cascade Town Centre Development, LLC, a Maryland limited liability company, dated June 15, 2017 and recorded in Liber 5527, Folio 183 among the Land Records of Washington County, Maryland.

[2] All that parcel containing 3.50 acres, more or less, being a portion of the former Fort Ritchie Military Reservation, situate along the Northerly margin for Pen Mar Road that, said 3.50 acres being a naturally subdivided portion of Phase I Parcel I by said road, *and which parcel is described as a specifically excepted parcel in the above referenced Deed recorded in Liber 5527, Folio 183 among the aforesaid Land Records.*

[3] All that tract or parcel of land, containing 20.71 acres, more or less, conveyed from [the] Board of County Commissioners of Washington County, Maryland, a body corporate and politic of the State of Maryland, to Cascade Town Centre Development, LLC, a Maryland limited liability company, dated September 18, 2017 and recorded in Liber 5594, Folio 224 among the Land Records of Washington County, Maryland.

[4] All that tract or parcel of land containing 0.83 acres, more or less, being Parcel No. 3 of Phase III in a deed dated September 20, 2016 from Penmar Development Corporation, a Maryland corporation, to [the] Board of County Commissioners of Washington County, Maryland, and recorded in Liber 5328, Folio 232 among the Land Records of Washington County, Maryland.

BEING part of the same property which was conveyed from Ft. Ritchie, LLC, a Maryland limited liability Company, to Penmar Development Corporation, a Maryland corporation, by Deed dated July 24, 2012 and recorded in Liber 4332, Folio 175 among the Land Records of Washington County, Maryland; AND BEING part of the property which was conveyed from Penmar Development Corporation, a Maryland corporation, to [the] Board of County Commissioners of Washington County, Maryland by Deed dated September 20, 2016 and recorded in Liber 5328, Folio 232 among the aforesaid Land Records.

# Exhibit A-1



## Fort Ritchie - Cascade, MD

Cascade Towne Centre LLC  
63 +/- ac. Owned by JGBLI

Washington County Board of County Commissioners  
Continued Ownership of Real Property by Washington County R.O.C.C.

Community Center  
(3,766 ac. & Community Center to Convey Back to Washington County)

Proposed Conveyed Property  
519 +/- ac. to be Conveyed from Washington County to Issac Holdings



0 375 750 1,125 1,500 Feet

### Restriction of Liability

Washington County makes no claim, promise or guarantee about the accuracy, completeness, or adequacy of the contents of these maps and expressly disclaims liability for any losses and damages in the context of these documents. Boundaries are not survey grade and should be used in school purpose survey.

## **EXHIBIT B**

### **Agreements/Reservations for Property Usage (Including Community Center Usage)**

October 5 – Parade Field for American Legion Gun Raffle

October 19 – Special Olympics

October 25 – Halloween Party

December 30 – Lakeside Hall Wedding

Bldg. 401 - Charles Gladhill – month to month only, this has been set-up from the carry-over from Pen Mar Corp.

Bldg. 518 - Mid-MD Baseball Club – Lease is expired, pending renewal.

Bldg. 124 – One Mountain Foundation - No charge, no lease agreement.

Bldg. 102 – Authentic Community Theatre – No Charge, no lease agreement.

Bldg. 360 – Fine Line Trim – Expires 10/31/19. No electric or facilities.

Bldg. 517 – Pending “new” lease with Subcontractor – previously used by contractor working on site “C” communications system. Sub-Contractor – “One-Com” is currently in the building pending new agreement.

Field behind Firehall – Jr. Football League -Joe Bollinger – No Charge, Provides Insurance. Labor Day to Thanksgiving.

## EXHIBIT C

### Community Center Parcel

A newly-created parcel of land, free and clear of all liens and encumbrances, being 164,039 square feet or 3.766 acres, more or less, in area, and being a portion of the former Fort Ritchie Military Reservation, situate near the southerly margin for MacAfee Hill Road near its intersection with Military Road, said 3.766 acres being hereby subdivided from a portion of Phase II Parcel I, the outline of which is graphically depicted as "Lot 1" and more particularly described as follows:

**Beginning** for the outline hereof at a point being South 77 degrees 35 minutes 49 seconds West 227.21 feet from a Concrete Monument (R.F. Gauss & Associates) from the end of the South 34 degree 53 minute 36 second East 1070.20 foot line described as Phase II Parcel I in the Grantor's deed, and recorded among the Land Records of Washington County Maryland immediately preceding this deed, thence by five (5) new lines of division, completely within the aforementioned parcel, on bearings to agree with Maryland Grid (NAD (83-91) in accordance with surveys performed by Washington County Staff, April 27, 2017 and July 26, 2018

1. South 59 degrees 34 minutes 03 seconds West 411.39 feet to a point;
2. North 29 degrees 35 minutes 16 seconds West 392.32 feet to a point;
3. North 57 degrees 58 minutes 46 seconds East 396.98 feet to a point being South 17 degrees 00 minutes 27 seconds East 609.71 feet from a Broken Concrete Monument (R.F. Gauss & Associates); thence continuing by new lines of division
4. South 33 degrees 56 minutes 17 seconds East 388.39 feet to a point; thence by a tangent curve to the right having a radius of 15.00 feet, a length of 24.48 feet and subtended by a chord having a bearing and distance of
5. South 12 degrees 48 minutes 53 seconds West 21.85 feet to the place of beginning encompassing an area of 164,039 square feet or 3.766 acres of land, more or less.

**TOGETHER WITH** an ingress/egress easement over and across the lands of the Grantor as graphically depicted as "Ingress/Egress Easement" on the same aforementioned drawing and more particularly described as follows:

BEGINNING at a point being the end of the third (3<sup>rd</sup>) or North 57 degree 58 minute 42 second 397.41 foot line for "Lot 1" as described for the first part of this deed thence by new line of easement across the Grantor's parcel on bearings to agree with Maryland Grid (NAD (83-91) in accordance with a survey performed by Washington County Staff, April 27, 2017 and July 26, 2018

- A. North 56 degrees 03 minutes 43 seconds East 25.00 feet;
- B. South 33 degrees 56 minutes 17 seconds East 339.68 feet;
- C. South 74 degrees 41 minutes 53 seconds East 169.47 feet;
- D. South 29 degrees 39 minutes 34 seconds East 73.11 feet;
- E. North 60 degrees 20 minutes 26 seconds East 60.61 feet to a point being South 29 degrees 18 minutes 02 seconds East 58.76 feet from a Concrete Monument (R.F. Gauss & Associates) located at the beginning of the South 29 degree 18 minute 02 second East 474.96 foot line described as Phase II Parcel I in the Grantor's deed; thence with a portion of said line
- F. South 29 degrees 18 minutes 02 seconds East 50.00 feet; thence departing said line by new line of easement
- G. South 60 degrees 20 minutes 26 seconds West 110.29 feet;
- H. North 29 degrees 39 minutes 34 seconds West 102.38 feet;
- I. North 74 degrees 41 minutes 53 seconds West 70.32 feet;
- J. South 59 degrees 34 minutes 03 seconds West 421.21 feet; and
- K. North 30 degrees 25 minutes 57 seconds West 25.00 feet to a point in the first (1<sup>st</sup>) or South 59 degree 34 minutes 03 second 411.39 line for the first part of this deed; thence running with a portion of said line reversed
- L. North 59 degrees 34 minutes 03 seconds East 365.33 feet, thence continuing with the newly created "Lot 1" for two (2) courses by a curve to the left having a radius of 15.00 feet; a length of 24.48 feet and subtended by a chord having a bearing and distance of
- M. North 12 degrees 48 minutes 53 seconds East 21.85 feet; and
- N. North 33 degrees 56 minutes 17 seconds West 388.39 feet to the place of beginning encompassing an area of 35,623 square feet or 0.818 acres, more or less.

**EXHIBIT D**  
Settlement Agreement  
(Attached)

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement"), dated as of this 15<sup>th</sup> day of August, 2019, is made by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and **JG Business Link International, Inc.**, a Maryland corporation (the "Agent"). The County and Agent are hereby collectively referred to as the "**Parties.**"

WHEREAS, the Parties entered into a Master Developer Agreement (the "MDA") dated November 15, 2016, with respect to the Parties' efforts to redevelop certain property within the County commonly known as Fort Ritchie into the Cascade Town Centre at Washington County ("**Cascade Town Centre**"); and

WHEREAS, certain disputes have arisen between the Parties regarding the Parties' respective rights and responsibilities under the MDA; and

WHEREAS, the Parties deny liability to each other for any and all claims by and between them; and

WHEREAS, the Parties desire to amicably resolve their disputes arising out of and relating to the MDA, all as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



1. The aforesaid recitals are incorporated herein and made a part of this Agreement.

2. The Parties acknowledge and agree that this Agreement shall not constitute or be construed as an admission of liability by any of the Parties related to any of the disputes, claims, or potential claims by and between them. The Parties generally deny liability to each other for any potential or actual causes of action related to the MDA and the Cascade Town Centre and the conduct of the Parties arising therefrom, but they have agreed to compromise and settle the claims and any potential claims that are denied and disputed.

3. The Agent hereby releases, acquits, and forever discharges the County and any of its present and former elected officials, employees, agents, and attorneys ("County Releasees") from any claim, demand, right, or cause of action, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, matured, unmatured, liquidated, or contingent, of whatever nature or kind, in law, equity, administrative proceedings, or otherwise, that the Agent had, has, or may have against the County Releasees, related to the MDA, the Cascade Town Centre, and the conduct of the Parties arising therefrom. This release does not apply to any potential claims for breach of this Agreement.

4. The County hereby releases, acquits, and forever discharges the Agent, Cascade Town Centre Development, LLC, and Washington Realty Management, Inc., and any of their present and former officers, directors, employees, owners, shareholders, agents,

and attorneys (“Agent Releasees”) from any claim, demand, right, or cause of action, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, matured, unmatured, liquidated, or contingent, of whatever nature or kind, in law, equity, administrative proceedings, or otherwise, that the County had, has, or may have against the Agent Releasees related to the MDA, the Cascade Town Centre, and the conduct of the Parties arising therefrom. This release does not apply to any potential claims for breach of this Agreement.

5. The Parties hereby agree that, as of the date of execution of this Agreement, the MDA is hereby rescinded, terminated, and of no further force or effect.

6. Regarding the Parties’ interest in their respective parcels of real property constituting the Cascade Town Centre, the Parties agree as follows:

- a. The Agent is free to use and dispose of its 63 acres<sup>1</sup> in any lawful manner;
- b. The County is free to use and dispose of its 528 acres in any lawful manner;
- c. The Agent will, upon 90 days from the execution of this Agreement, vacate Building 607. The County will reimburse the Agent for improvements it made to Building 607 in the amount of \$25,000, \$12,500 to be paid upon execution of this Agreement and \$12,500 to be paid within fourteen (14) business days of the Agent’s vacation of Building 607. Agent shall be

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<sup>1</sup> The Parties recognize that the owner of the 63 acres is an entity related to Agent, that being Cascade Town Centre Development, LLC. For convenience and simplicity, this Agreement will refer to the 63 acres as being owned by Agent.

allowed to remove all its belongings, including office furniture, fixtures, and technology items, from Building 607, without damage thereto;

- d. Agent agrees to provide the County with access to the public areas of Building 607, upon advance written request, to enable the County to make presentations and otherwise to meet with prospective buyers/investors at the Cascade Town Centre location, in pursuance of the County's promotional and marketing efforts for its 528 acres;
- e. The County or subsequent owner of the 528-acre parcel will provide water service for the Agent's 63-acre parcel, in perpetuity, and the County shall ensure that any contract(s) of sale for all or part of the 528 acres shall contain this perpetual provision;
- f. The Parties will each grant the other cross-easements for primary access to and over their respective parcels, utilizing, at a minimum, Lake Royer Drive; said cross-easements will run with the land;
- g. The County will take ownership of the water system on the 63-acre parcel immediately upon execution of this Agreement, to allow for billing opportunities and system management;
- h. The County may bill Agent for water and sewer service for existing residential uses at the currently approved unmetered service rate per unit, based upon 12,000 gallons per quarter, as may be adjusted annually, in

accordance with County policy and regulations. New residential uses will be individually metered and billed at the currently approved metered rate at time of issuance of a Certificate of Occupancy. The County may bill Agent for water and sewer service for commercial uses at the currently approved rates, and will install meters to account for such commercial uses;

- i. Agent will permit the County to install a manhole/meter on Agent's property to measure sewer usage not attributable to other metered accounts on the property and may bill Agent for such sewer usage at the then-current rate, after thirty-six (36) months following the execution of this Agreement;
- j. The Agent will grant the County utility easements at least 20 feet in width (30 feet if possible) over and across water and sewer lines installed, now or later, on the 63-acre parcel;
- k. The Agent will replace the sewer lines and roads on its 63 acres as it builds out the parcel at its own expense;
- l. The County will assume ownership of the sewer system on the 63-acre parcel after it is constructed to current County standards, in accordance with applicable County policy, at which time master metering of Agent's sewer usage shall cease, and standard individual billing practices will

continue;

- m. The County will assume ownership of the roads on the 63-acre parcel after they are constructed to current County standards, in accordance with applicable County policy; and
  - n. The Agent shall be permitted to conduct its business on its 63-acre property with anyone, including those whom it had approached during the pendency of the MDA; said conduct of business shall not be considered a breach of any duty or obligation owed by Agent to the County under the MDA or otherwise.
7. The Parties agree to the following Non-Disparagement provisions, as follows:
- a. Agent, and the corporate signatories hereto shown below, agree and covenant that they, and each of them, shall not at any time make, publish, or communicate to any person or entity, or in any public forum, any defamatory or maliciously false comments or statements concerning the government of Washington County, the Board of County Commissioners of Washington County, individual members of said Board of County Commissioners, the County Administrator, and any present and former elected officials, employees, agents and attorneys of the County ("County Persons and Entities"), now or in the future;

- b. The Board of County Commissioners of Washington County, each of the individual members of said Board of County Commissioners, and the County Administrator agree and covenant that they, and each of them, shall not at any time make, publish, or communicate to any person or entity, or in any public forum, any defamatory or maliciously false comments or statements concerning the Agent, Cascade Town Centre Development, LLC, and Washington Realty Management, Inc., and any of their present and former officers, directors, employees, owners, shareholders and attorneys ("JG Persons and Entities"), now or in the future;
  - c. This provision shall survive the completion of this Agreement and shall remain binding on all signatories hereto; and
  - d. Breach of this provision shall entitle the aggrieved Party(ies) to seek monetary damages and equitable relief from any court of competent jurisdiction in the State of Maryland.
8. In the event that either Party files suit to enforce the terms of this Agreement, the non-prevailing Party shall pay to the prevailing Party the reasonable attorney's fees and costs incurred by the prevailing Party in the suit.
9. Agent and the County hereby pledge that they will cooperate henceforth, to every extent possible, to ensure that each Party is successful in its efforts to

promote real estate development on their respective parcels that together comprise the Cascade Town Centre, and the Parties further agree not to take any targeted action against the other that would hinder such development.

In furtherance of this goal, among other things:

- a. Agent reiterates its willingness to afford the County access to the public areas of Building 607 for promotional and marketing purposes, as set forth in subparagraph 6.d. above;
- b. The County shall grant Fast Track designation to Agent's 63 acres, to ensure that expedited review and permitting occurs; and
- c. The County will credit Agent's parcel for units demolished or otherwise reduced in use, to derive a net increase, when calculating and collecting allocation fees from Agent. For the first project of thirty-six (36) townhouses, allocation fees will be billed for three (3) of the 36 townhouses which Agent will be constructing on its parcel, since said units are replacing thirty-three (33) units on the site which have or will have been demolished.

10. This Agreement shall bind the Parties hereto and their respective successors and assigns and any others who may seek to assert a claim by or through them, and shall inure to the benefit of the Parties released and their successors and assigns.

11. This Agreement constitutes the entire agreement between the Parties for the

settlement of their disputes and the release of their claims and potential claims and shall be construed without regard to any presumption or other rule requiring construction against the Party or Parties who caused it to be drafted.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Transmission of an executed counterpart by email shall be sufficient to evidence the binding agreement of a Party to the terms hereof. This Agreement shall be governed by and controlled by the laws of the State of Maryland.

13. The Parties acknowledge that they have carefully read this Settlement Agreement and Mutual Release, understand the contents hereof, and have had the opportunity to consult with counsel prior to its execution. The Parties each acknowledge and represent that the individual executing this Agreement on its behalf has the authority to do so.

IN WITNESS WHEREOF, the Parties, by and through their undersigned representatives, have set their hands and seals, with authorization and knowledge, as of the date of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

ATTEST:

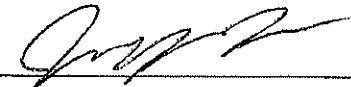
By: Jeffrey A. Cline (SEAL)  
Jeffrey A. Cline, President

Krista L. Hart  
Krista L. Hart, County Clerk



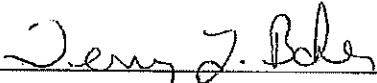
JG BUSINESS LINK INTERNATIONAL, INC. WITNESS:

By:  (SEAL)  
Gun Seon Lee, Chair

  
JOE LEE

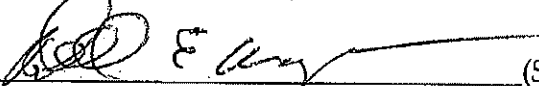
The persons listed below agree to be bound by the terms of this Agreement's Paragraph 7 (Non-Disparagement) and Paragraph 9 (Pledge of Cooperation) on behalf of the following:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

By:  (SEAL)  
Terry L. Baker, Vice President

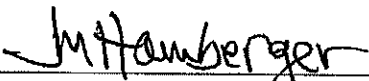
By:  (SEAL)  
Wayne K. Keefer, Commissioner

By:  (SEAL)  
Cort F. Meinelschmidt, Commissioner

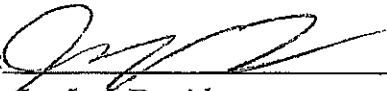
By:  (SEAL)  
Randall E. Wagner, Commissioner

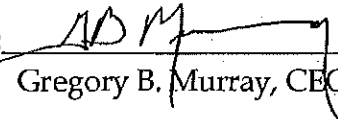
 (SEAL)  
Robert J. Slocum, County Administrator

JG BUSINESS LINK INTERNATIONAL, INC.

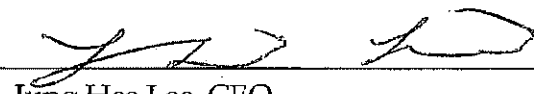
By:  (SEAL)  
Jeffrey M. Hamberger, VP & Senior Counsel

WASHINGTON REALTY MANAGEMENT, INC.


By:  (SEAL)  
Joe Lee, President

By:  (SEAL)  
Gregory B. Murray, CEO

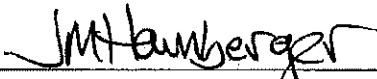
CASCADE TOWN CENTRE DEVELOPMENT, LLC

By:  (SEAL)  
Jung Hee Lee, CEO

Approved as to form and legal sufficiency  
for execution by the County:

  
Kirk C. Downey, County Attorney

Approved as to form and legal sufficiency  
on behalf of the "JG Persons and Entities:"

  
Jeffrey M. Hamberger, VP & Senior Counsel

FIRST AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY ("First Amendment") is effective as of this 16<sup>TH</sup> day of January, 2020, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Seller") and JOHN W. KRUMPOTICH, of Smithsburg, Maryland, AND/OR ASSIGNS ("Buyer").

WHEREAS, Seller and Buyer did enter into a certain Agreement of Sale of Real Property, dated November 5, 2019 (the "Agreement"), pursuant to which Seller agreed to sell certain real property as further described therein; and

WHEREAS, Buyer is proceeding in good faith and due diligence per the Agreement, however, the amount of due diligence required is such that the parties wish to extend certain timelines under the Agreement and amend the Title Report/title objection period under Section 9 of the Agreement and amend the Feasibility Period under Section 10 of the Agreement; and

WHEREAS, Seller and Buyer are negotiating in good faith an agreement to more specifically define Seller ownership and obligations with regard to certain roadways, water bodies, and public water and sewer utilities in the Property, and anticipate reaching an agreement by the end of the Feasibility Period, as amended below; and

WHEREAS, in consideration for the extension of timeframes and the clarifications as to roadways and utilities as set forth herein, the Buyer agrees to pay an additional Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00) as part of the Purchase Price as well as pay additional non-refundable deposit(s) to be credited toward the Purchase Price at Closing as more specifically set forth herein; and

WHEREAS, the parties have reached an agreement regarding such matters and now wish to amend and modify the Agreement in order to memorialize their understandings, and to commit such agreements to writing.

NOW, THEREFORE, WITNESSETH: That for and in consideration as stated and in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby amend and modify the Agreement as follows:

1. The parties agree that the Purchase Price is One Million, Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00).

2. The parties agree that the Title Report period under Section 9 of the Agreement is extended forty-five (45) days to February 19, 2020, time being of the essence.

3. The parties agree that the Feasibility Period under Section 10 of the Agreement is extended forty-five (45) days to March 5, 2020, time being of the essence.

4. Buyer will pay an additional non-refundable deposit of Seventy-Five Thousand Dollars (\$75,000.00) to Seller on March 6, 2020, which additional deposit will be credited toward the Purchase Price at the Closing to be scheduled within thirty (30) days following expiration of the Feasibility Period, being April 4, 2020, as provided in Section 5 of the Agreement. Since April 4, 2020 is a Saturday, the Buyer and Seller agree to extend the Closing date to Monday, April 6, 2020. In the event the parties agree to a further extension of the Closing date, Buyer agrees to pay an additional non-refundable deposit of Seventy-Five Thousand Dollars (\$75,000.00) to Seller every thirty (30) days after April 6, 2020 until the Closing occurs, in which additional deposit(s) will be credited toward the Purchase Price, or until Buyer terminates the Agreement as provided therein.

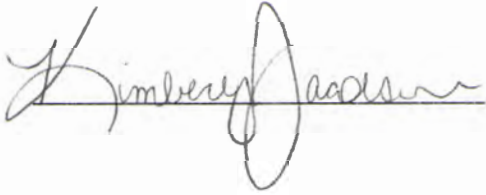
5. In all other respects not specifically modified in this First Amendment, the terms, conditions, provisions, covenants and agreements set forth in the Agreement shall remain in full force and effect. Any and all defined terms set forth herein shall have the same meaning as set forth in the Agreement, except as modified herein. This First Amendment shall only be valid and enforceable upon the execution hereof by the parties. Furthermore, this First Amendment may be circulated to the respective parties for execution by facsimile or other electronic transmission and such copy of this First Amendment shall be sufficient to bind the parties to the terms, conditions and provisions hereof. The signatures of the parties need not appear on the same counterpart of this First Amendment provided that each party has fully executed a counterpart hereof.

[SIGNATURES ON FOLLOWING PAGE]

The parties have hereunto set their hands to this First Amendment under seal, as a specialty, on the day and year above written.

WITNESS:

THE BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND



\_\_\_\_\_

By: Jeff A. Cline (SEAL)  
Name: Jeffrey A. Cline  
Title: President

SELLER

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
John W. Krumpotich

BUYER

The parties have hereunto set their hands to this First Amendment under seal, as a specialty, on the day and year above written.

WITNESS:

THE BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

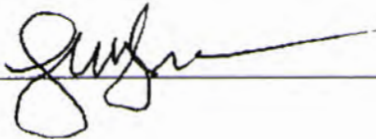
\_\_\_\_\_


By: \_\_\_\_\_ (SEAL)

Name: Jeffrey A. Cline

Title: President

SELLER

  
\_\_\_\_\_

  
\_\_\_\_\_

John W. Krumpotich

(SEAL)

BUYER

SECOND AMENDMENT TO AGREEMENT OF SALE  
OF REAL PROPERTY

THIS SECOND AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY (“Second Amendment”) is effective as of this \_\_\_\_ day of February, 2020, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (“Seller”), and JOHN W. KRUMPOTICH, of Smithsburg, Maryland, AND/OR ASSIGNS (“Buyer”).

WHEREAS, Seller and Buyer did enter into a certain Agreement of Sale of Real Property, dated November 5, 2019 (the “Agreement”), pursuant to which Seller agreed to sell certain real property as further described therein; and

WHEREAS, Seller and Buyer, although proceeding in good faith and with due diligence, recognized that additional time was required to complete a title examination, an ALTA survey and due diligence and, as a consequence, agreed in the First Amendment to the Agreement of Sale of Real Property (the “First Amendment”) to certain extensions of the timelines under the Agreement, including amending the Title Report/Title Objection Period under Section 9 of the Agreement and amending the Feasibility Period under Section 10 of the Agreement; and

WHEREAS, with continuing due diligence and further discussion among the Parties, it has become apparent that certain changes are required to the Agreement, as amended, to permit Seller to consummate the settlement and acquisition of the

Property and to achieve what is in the mutual interest of all concerned, namely pursuit of the development of a project that will restore Fort Ritchie to be a thriving and attractive community that will be an asset to Washington County; and, as a consequence, have agreed to the terms of this Second Amendment; and

WHEREAS, in consideration for the agreed upon modifications of the Agreement, as amended, as set forth herein as to roadways, utilities and the lakes and dams, Buyer agrees to pay an additional One Hundred Thousand Dollars (\$100,000.00) as part of the Purchase Price and make other commitments detailed hereinafter; and

WHEREAS, the Parties have reached an agreement regarding such matters and now wish to amend and modify the Agreement, as amended by the First Amendment, to memorialize their understandings and to commit to such agreements in writing.

NOW, THEREFORE WITNESSETH: That for and in consideration as stated and in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby amend and modify the Agreement, as amended by the First Amendment, as follows:

1. The Parties agree that the Purchase Price is One Million Eight Hundred and Fifty Thousand Dollars (\$1,850,000.00).



2. The Parties hereby ratify and re-affirm the terms and conditions of the Agreement and the First Amendment.

3. The parties agree that the roadways identified as “Public Roads” on Exhibit A (attached hereto and incorporated herein; the “Public Roads”) are to be owned and maintained by Seller, insofar as the Public Roads are currently maintained by the County and meet the applicable Washington County Road Design and Construction Standards, it being understood and agreed that the public has an expectation that Seller controls and should continue to control the Public Roads, consistent with Washington County public roadways. Upon Closing, Seller shall retain fee simple ownership of the Public Roads, and, to the extent not already completed, at the appropriate time and consistent with the typical Washington County road acceptance procedures, Seller shall accept the Public Roads as part of its Washington County Roads Inventory. Seller further agrees to own, maintain, and repair the Public Roads as County roadways, but shall have no immediate obligation upon Closing to maintain or repair any of the Public Roads or any portion thereof.

4. The Parties agree that the two lakes – Lake Wastler and Lake Royer – and the dams thereon to the extent that said dams are situate on the Property (the “Lakes” and/or the “Dams”) are to be owned, maintained, and repaired by Seller insofar as the parties desire, as a result of this transaction, to ensure that the general public will have access to and be permitted to use the Lakes. The County already

maintains the Lakes and Dams, and the public has the expectation that the Seller controls and maintains and should continue to control and maintain the Lakes and Dams now and in the future, either via fee simple ownership or an easement upon the Lakes and Dams.

5. In consideration of the County's willingness to continue to own, maintain, and repair the Lakes and Dams as set forth in the preceding paragraph, Buyer, upon consummation of the acquisition of the Property, shall cause to be created a Property Owners Association ("POA") which will require all persons and entities owning or acquiring any lot or parcel in such Property to be members of the POA and to pay dues to the POA, five percent (5%) of which will be dedicated to assist in funding future maintenance and repair of the Lakes and Dams. In addition, Buyer and the POA, together, following consummation of the acquisition of the Property, shall agree to pay an annual fee of Twelve Thousand Five Hundred Dollars (\$12,500.00) for water treatment costs for the Lakes and Dams for a period of not less than ten (10) years following Closing.

6. The parties agree that the water and sewerage utilities identified as "Public Water and Sewer Facilities" on Exhibit A (attached hereto and incorporated herein; the "Public Water and Sewer") are to be owned and maintained by Seller, insofar as the Public Water and Sewer is already built and conveying water and sewer provided by Washington County, it being understood and agreed that the

County already maintains the Public Water and Sewer, and the public has an expectation that Seller controls and maintains and should continue to control and maintain the Public Water and Sewer, as typical of County-provided water and sewer. Upon Closing, Seller shall retain ownership, control, maintenance, and repair responsibility of the Public Water and Sewer.

a. As to the Sewer Facilities to be retained by Seller as set forth hereinabove, Seller agrees to continue its pursuit of Maryland Department of Housing & Community Development (DHCD) grant funds which may be available to Seller to assist in necessary upgrades of any deteriorated Sewer Facilities. For any new construction on the Property following acquisition by Buyer, such as the planned residential parcel, the developer thereof will be responsible for sewer installation and upgrades necessary to tie into the existing public sewer being owned and maintained by the County and, upon completion in accordance with the County's design standards and specifications, and the County's acceptance thereof, will convey such new sewer connections to the County. Buyer will ensure that any future contract with any developer for any new construction on the Property contains terms and conditions imposing the responsibilities of this paragraph upon said developer.

b. The Parties also recognize that there are Fifty-Eight (58) existing townhomes on the Property being acquired by Buyer that currently are served by

sewer service through the adjacent Cascade Town Centre Development, LLC, Property (“Cascade Property”). The Buyer and/or the assignee of those townhome units seeking building permits to restore such townhomes, shall have the responsibility to connect sewer service for those units to the County system on Buyer’s property and to seal connections with sewer utilities existing on and serving the Cascade Property. Buyer will ensure that any future contract with any assignee/developer for restoration of such townhomes contains terms and conditions imposing the responsibilities of this paragraph upon said assignee/developer.

c. The Parties acknowledge that the County is not required to make any upgrades to the existing Public Water or Sewer Facilities.

7. Buyer, in further consideration of the County’s agreement to the terms hereof commits, upon the completion of the acquisition of the Property, to donate a building on Barrack Avenue for the creation of and use as a stand-alone museum dedicated to preserving the history and legacy of Fort Ritchie and its role in the war effort in World War II. The creation, operation, and maintenance of said museum shall be at no cost to the County.

8. The Parties recognize that the Community Center, which is located on a stand-alone parcel owned by the County, but within the confines of Fort Ritchie, is a valuable asset for the citizens of Washington County and also an important amenity for the future development of Fort Ritchie. The Community Center is

operated by Fort Ritchie Community Center Corporation, an independent, non-profit corporation. The Fort Ritchie Community Center Corporation will continue to operate and maintain the Community Center. In recognition of the foregoing, Buyer, as a condition for the development of the residential section in the Property, agrees to require as a condition for such development, that the builder who develops the residential parcel shall make a contribution of One Hundred Thousand Dollars (\$100,000) (at the time of the builder's acquisition of said parcel) to the County to be used for operational or capital costs associated with the Community Center.

9. In addition, the POA, once formed, will collect dues and shall pay to the Fort Ritchie Community Center such amounts as necessary for every contributing property owner to obtain a membership in the Community Center, said membership fee to be established in accordance with the Community Center's fee schedule.

10. The parties acknowledge and agree that in order to consummate the contemplated transaction, subdivision of the Property is necessary. Therefore, the parties agree as a condition of Closing that a plat of subdivision, substantially in the form attached hereto as EXHIBIT B, shall be reviewed, approved, and recorded in accordance with applicable Washington County laws, rules and procedure (the "Plat"). This provision does not constitute an impermissible agreement of approval by Seller, but is a recitation of a condition of Closing. The Plat shall effectuate the

transfer of those portions of the Property to be owned by Buyer subsequent to Closing, and shall further effectuate the retention of those portions of the Property to be owned by Seller subsequent to Closing. If within ten (10) days of Closing, the appeal period for the approved Plat has not expired, then the parties agree that Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be held in escrow from the Purchase Price until such appeal period has expired and approval of the Plat remains in full force and effect.

11. As a condition of Seller's acceptance of Buyer's requested amendments, Buyer has agreed, at Buyer's own expense, to provide mowing, grounds maintenance, and snow removal services for the Community Center parcel.

12. Seller agrees to use reasonable efforts to ensure that all remaining development approvals and plan approvals for the Property, including but not limited to, preliminary plan approvals, site development plan approvals, final subdivision and final improvement plan reviews, are performed in a succinct, timely manner, without undue delay, consistent with the Seller's development review process.

13. In all other respects, not specifically modified in this Second Amendment, the terms, conditions, provisions, covenants, and agreements set forth in the Agreement and the First Amendment, shall remain in full force and effect. Any and all defined terms set forth herein shall have the same meaning as set forth in the Agreement and First Amendment, except as modified herein. This Second

Amendment shall only be valid and enforceable upon the execution hereof by the parties. Furthermore, this Second Amendment may be circulated to the respective parties for execution by facsimile or other electronic transmission and such copy of this Second Amendment shall be sufficient to bind the parties to the terms, conditions, and provisions hereof. The signatures of the parties need not appear on the same counterpart of this Second Amendment provided that each party has fully executed a counterpart hereof.

14. Notwithstanding any other term or provision of the Agreement and the First Amendment which have been identified as surviving Closing, it is the express intent of the Parties that all provisions of this Second Amendment be incorporated, but not merged, into the Agreement and First Amendment and shall survive Closing.

[SIGNATURES ON FOLLOWING PAGE]

The parties have hereunto set their hands to this Second Amendment under seal, as a specialty, on the day and year above written.

WITNESS:

THE BOARD OF COUNTY  
COMMISSIONERS OF WASHINGTON  
COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: Jeffrey A. Cline

Title: President

SELLER

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

John W. Krumpotich

BUYER





Date: 9 JAN 2020

# FORT RITCHIE REDEVELOPMENT EXHIBIT 'A'



Date: 7 FEB 2020

# FORT RITCHIE REDEVELOPMENT EXHIBIT 'B'



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Acceptance of Easement from the Town of Williamsport

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Todd Moser, Real Property Administrator, Division of Engineering

**RECOMMENDED MOTION:** Move to approve the acceptance of easement consisting of 5,280 +/- square feet from the Town of Williamsport.

**REPORT-IN-BRIEF:** The town of Williamsport will grant the County an easement that adjoins to the former Miller Lumber Company that will allow stormwater infrastructure to be placed over the easement.

**DISCUSSION:** The Maryland Economic Development Corporation (MEDCO) has proposed that the Town of Williamsport grant the County an easement for stormwater infrastructure to be placed over the easement for the new C&O Canal Headquarters. The maintenance of the easement and stormwater infrastructure will be the responsibility of MEDCO for the life of the ground lease between the County and MEDCO.

**FISCAL IMPACT:** N/A

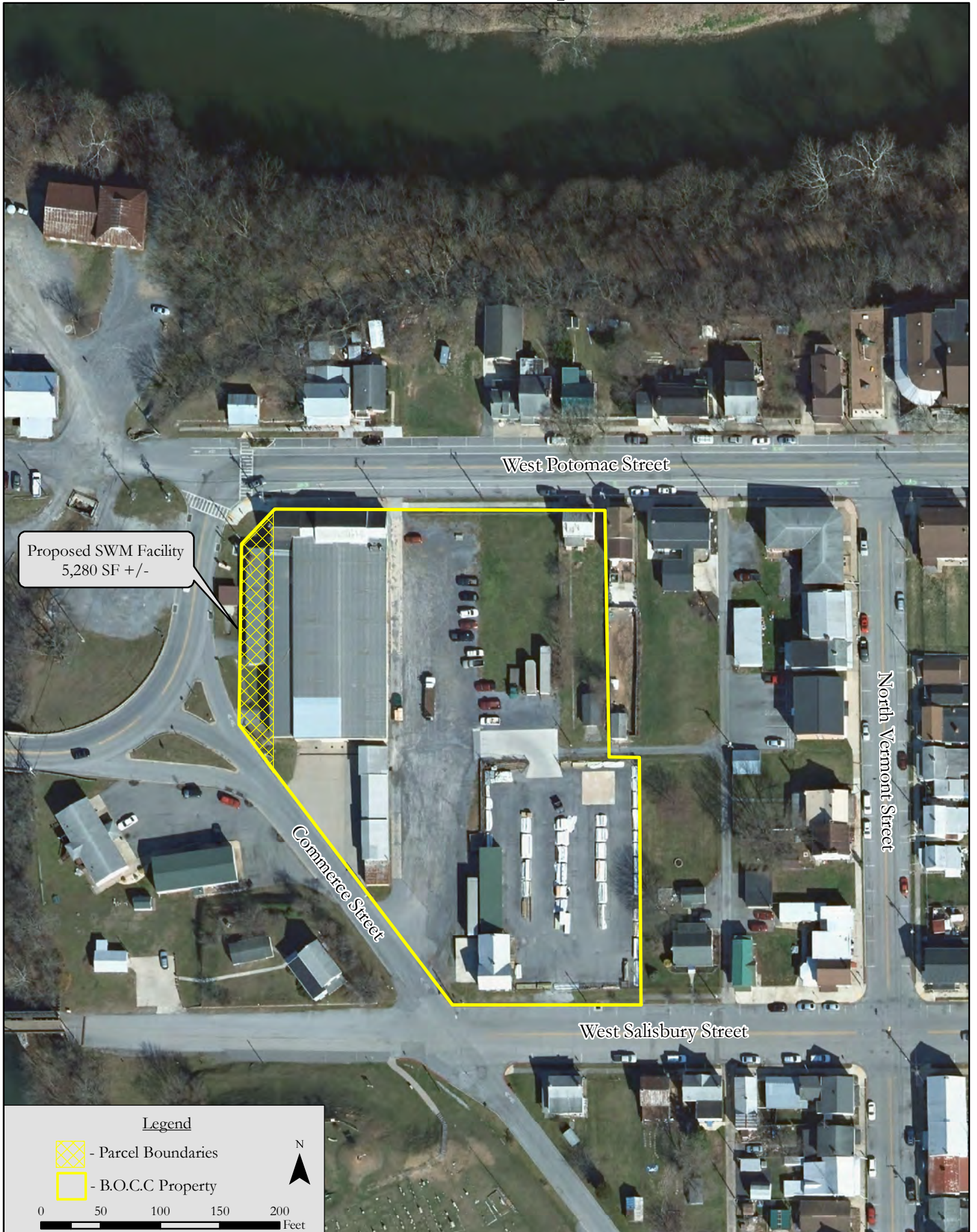
**CONCURRENCES:** County Attorney's Office

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map

**AUDIO/VISUAL NEEDS:** N/A

# C&O Canal Headquarters





Agenda Report Form

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Open Session Item

**SUBJECT:** Sewer Budget Adjustment

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Mark D Bradshaw PE, Deputy Director

**RECOMMENDED MOTION:** Approval of Budget Adjustment

**REPORT-IN-BRIEF:** The CIP for FY 2020 included the issuing of \$500,000 worth of bonds for Pump Stations Upgrades-Variou Location.

**DISCUSSION:** Water Quality hasn't identified a pump station upgrade needing these funds; thus we are will not need these funds at this time. These funds may be placed in a future budget once a project has been identified.

**FISCAL IMPACT:** The funds currently budgeted will allow the Department to upgrade the pump station that had been identified for upgrade.

**CONCURRENCES:** Jeremy Mose – Director of DEM and Sara Greaves - CFO

**ALTERNATIVES:** Issue bonds

**ATTACHMENTS:** Budget Adjustment Form

**AUDIO/VISUAL NEEDS:** NA



# Washington County, Maryland Budget Adjustment Form

Print Form

- Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Transaction/Post -Finance

Deputy Director - Finance  Digitally signed by Kelcee Mace  
Date: 2020.02.19 08:29:29 -05'00'

Preparer, if applicable

Department Head Authorization  Digitally signed by Mark D Bradshaw  
Date: 2020.02.21 07:30:53 -05'00'

Division Director / Elected Official Authorization

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
498016	32	42010	LIN034		0000	Bond Fund - 2020	-500,000
599999	32	42010	LIN034		CNST	Pump Station Upgrades - Various Stations	-500,000

Explain Budget Adjustment

Required Action by County Commissioners  No Approval Required  Approval Required

Approval Date if Known



## Agenda Report Form

### Open Session Item

**SUBJECT:** Governor's Office for Children FY21 Community Partnership Agreement Proposal

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Stephanie Lapole, Senior Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of the FY21 Community Partnership Agreement proposal to the Governor's Office for Children requesting \$723,447 and accept funding as awarded.

**REPORT-IN-BRIEF:** The Washington County Office of Grant Management, on behalf of and at the direction of the Local Management Board, requests approval to submit a Community Partnership Agreement Proposal to the Governor's Office for Children for fiscal year 2021 in response to their Notice of Funding Availability. The proposal requests funding for six (6) programs impacting the well-being of children, youth and families in Washington County as well as support for County administrative expenses.

**DISCUSSION:** The funding requested by the Local Management Board includes the following programmatic strategies and their respective vendors –

- Family Centered Support Services (Department of Social Services) - \$78,800
- School Based Mental Health Services (Brook Lane Health Services, Inc.) - \$226,560
- Disconnected Youth Program Enhancements (Western Maryland Consortium) - \$67,687
- Family Strong Program (Vendor to be determined) - \$90,000
- True Opportunities Program – (Potomac Case Management Services, Inc.) \$90,000
- Local Care Team Coordinator (Vendor to be determined) \$49,000
- Office of Grant Management Administration expenses - \$121,400

**FISCAL IMPACT:** The grant will provide up to \$121,400 to the Office of Grant Management for the administrative costs of the Local Management Board.

**CONCURRENCES:** The Local Management Board approved the submission of the proposal and recommends the acceptance of this award.

**ALTERNATIVES:** Deny approval of application submission and award of funds

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** Passenger Terminal Expansion – Approval to Submit Application and Accept Awarded Funding

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Garrison Plessinger, Director, Hagerstown Regional Airport, Mahesh Kukata, Airport Design Consultants Inc. and Allison Hartshorn, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of a funding request to the Federal Aviation Administration in the amount of \$1,067,806 and accept awarded funding.

**REPORT-IN-BRIEF:** The proposed funding is for the Hagerstown Regional Airport to acquire a passenger boarding bridge.

**DISCUSSION:** The proposed funding is for the Hagerstown Regional Airport to acquire a passenger boarding bridge to provide cover for passengers to safely enter and exit the aircraft without entering into the elements. This grant is the entitlement funds (2020) through the FAA. Funding will be 90% from the Federal Aviation Administration. There is a matching requirement of 5% for Washington County along with a 5% match provided by the Maryland Aviation Administration.

Federal Aviation Administration	(90%)	\$1,011,606
Maryland Aviation Administration	(5%)	\$56,200
Washington County	<u>(5%)</u>	<u>\$56,200</u>
		\$1,067,806

**FISCAL IMPACT:** There is a 5% match associated in the amount of \$56,200 pending approval in the Airport's FY21 CIP budget.

**CONCURRENCES:** Susan Buchanan, Director, Office of Grant Management

**ALTERNATIVES:** Deny submission of the application

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A





## Agenda Report Form

### Open Session Item

**SUBJECT:** Runway Rehabilitation – Approval to Submit Application and Accept Awarded Funding

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Garrison Plessinger, Director, Hagerstown Regional Airport, Mahesh Kukata, Airport Design Consultants Inc. and Allison Hartshorn, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of a funding request to the Federal Aviation Administration in the amount of \$6,000,000 and accept awarded funding.

**REPORT-IN-BRIEF:** The proposed funding is for the Hagerstown Regional Airport to rehabilitate the main runway 9-27.

**DISCUSSION:** The proposed funding is for the Hagerstown Regional Airport to rehabilitate the main runway 9-27. The project will consist of milling out a portion of existing pavement and overlaying new asphalt. This project will extend the life of the airport's runway in order to maintain operation. This grant is discretionary funds through the FAA. Funding will be 90% from the Federal Aviation Administration. There is a matching requirement of 5% for Washington County along with a 5% match provided by the Maryland Aviation Administration.

Federal Aviation Administration	(90%)	\$6,000,000
Maryland Aviation Administration	(5%)	\$333,333
Washington County	(5%)	<u>\$333,334</u>
		\$6,666,667

**FISCAL IMPACT:** There is a 5% match associated in the amount of \$333,334 which was approved in the Airport's CIP budget RUN018.

**CONCURRENCES:** Susan Buchanan, Director, Office of Grant Management

**ALTERNATIVES:** Deny submission of the application

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



Open Session Item

**SUBJECT:** FY2021 General Fund Budget, including Humane Society, Law Enforcement, and Emergency Services.

**PRESENTATION DATE:** March 3, 2020

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer

**RECOMMENDED MOTION:** None

**REPORT-IN-BRIEF:** 3 Separate budgets will be presented and include; Humane Society, presented by Colin Berry, Executive Director of the Humane Society; Law Enforcement, presented by Sheriff Mullendore; and Emergency Services, presented by Dave Hays, Director of Emergency Services.

**DISCUSSION:** Requested budgets will be presented for Board consideration.

Any adjustments needed for balancing of the FY2021 budget are not included in the request and will be discussed if applicable at a later date.

Total FY2021 General Fund requests total \$252,071,550, or 18.3M and 7.8% more than the FY2020 budget.

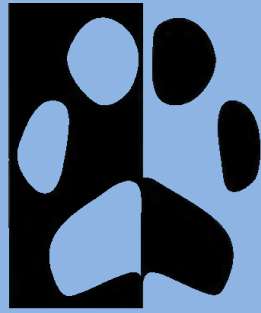
**FISCAL IMPACT:** Not yet balanced

**CONCURRENCES:** Not applicable

**ALTERNATIVES:** Not Applicable

**ATTACHMENTS:** Humane Society Power point; Law Enforcement and Emergency Services Budget documents

**AUDIO/VISUAL NEEDS:** Not applicable



# HUMANE SOCIETY *of Washington County*



*FY 20/21  
Budget Request*

*Presented by  
Colin Berry*

**77%**

of the animals  
who came to  
HSWC in 2019  
came in through  
Animal Control



# HSWC Animal Control:

## Committed to Protecting the Animals of Washington County



**2,078 Calls received in 2019, including:**

- 102 Requests to Assist First Responders
- 869 Complaints of Animal Cruelty

**861 Stray animals taken in from the field**

- Many requiring veterinary care

**2,199 Stray animals accepted over the counter**

**51 Animals impounded for animal cruelty**

# HSWC Animal Control:

## Committed to Protecting the Residents of Washington County

- 124 Bite Reports Taken
- 18 Dogs Deemed Potentially Vicious and Dangerous (PVD)
- 11 Dogs Deemed Vicious and Dangerous (PV)
- 2,986 Rabies Vaccinations Administered (includes shelter animals, reclaimed strays, TNR cats, community clinics)

# TNR (Trap-Neuter-Return)

Preventing the birth of thousands of unwanted kittens

- 2019: 373 feral cats
- 2020 Goal: 600 feral cats

(Includes spaying/neutering, vaccinating, ear tipping, treating for parasites)



# HSWC Animal Control: Helping More Than Just Animals





# Helping Vulnerable and Underserved Populations in Washington County



- Seniors
- Low Income Residents
- Special Needs
- Children



# Helping Senior Residents of Washington County

- “Silver Safety Net” helped 111 seniors keep their beloved pets through urgent veterinary care and preventative medicine
  - Vaccinated pets belonging to 67 residents of Walnut and Potomac Towers to help them comply with housing requirements
- Launched “Meals for Paws” initiative, where Field Services delivers food to pet owners in need
  - 29 recipients and growing from Walnut Towers, Potomac Towers, C.W. Brooks, and Elizabeth Court since December 2019 launch
- Provided hundreds of bags of pet food for Meals on Wheels (when requested)

# Helping Low Income Residents of Washington County

- 287 Public Assistance Veterinary Vouchers issued
- 515 Public animals received preventative care at HSWC's low cost wellness clinics
- 294 Vaccinations given at offsite Rabies Clinics
- Distributed 9,000 lbs. of pet food and supplies at National Night Out and during Field Service's Annual Holiday Outreach to senior and disabled citizens



# Helping Enrich Lives



- Distribution of educational materials to children
- Reading to dogs program
- United Way- Day of Caring, nursing home visits
- Star Community- volunteering and creating enrichment toys



# Adoption!



# FY 2020/2021 Budget Request

- Requesting \$1,471,680
- 5% increase from current year's budget
- Increase is critical to HSWC's ability to fulfill our contractual commitment to enforce county animal control ordinances and to ensure public safety
- Also critical to ensure that HSWC can continue to proactively provide community outreach programs that keep families and pets together

# Budget Highlights

- Animal Control
  - HSWC Officers have misdemeanor arrest powers and are responsible for attending court after hours. In addition, they:
    - carry tasers
    - wear bullet proof vests
    - are required to have pre-exposure rabies vaccinations
    - are trained as euthanasia technicians
    - must be available for mandatory on call shifts
    - must be available for emergencies 24/7
  - To better match the job's demands, the hourly pay rate was increased (\$15 to \$17). As a result, there is a \$22,580 increase in total officer wages.

# Budget Highlights

- Animal Care

- HSWC continues to improve the professional level of animal care offered through an increased focus on quality in-house veterinary care and canine and feline enrichment programs, resulting in a Live Release Rate of 83%.

- As a result, we evaluated our staffing structure and shifted one PT and one FT position to Animal Care in order to better meet the needs of our animals.  
(\$37,977)





# Budget Highlights

- Animal Care Cont.
  - Minimum wage increased and is increasing again.
  - Will add new Veterinary Technician position to the Receiving Clinic; Critical to handling the steady intake of 5000+ animals and to bridge the medical needs of animals when they are in the shelter and not on the Vet Center side (\$36,500)



# Budget Highlights

- Animal Care Cont.
  - Bleach: cheap disinfecting product, but slow to kill pathogens, toxic, and dangerous around animals
  - Transitioned to *Rescue™*, a non-toxic, one-step disinfectant cleaner that can quickly kill deadly pathogens, including parvovirus.
  - Change resulted in substantial, but necessary, increase in supply and food budget.



# Additional Expected Expenditures

HSWC is on the cusp of investing in two capital projects that are critical to enforcing Washington County's Animal Control Ordinances.



- Animal Control Truck- \$50,000
- Reconstruction of HVAC system- \$500,000

# Our Mission

The Humane Society of Washington County exists to promote the welfare of companion and domestic animals through educational programs and initiatives that reduce pet overpopulation, endorse fostering, enrich adoptions, and encourage responsible pet guardianship.



**Thank you  
for your  
ongoing  
support!**



**Washington County, Maryland  
Requested  
Public Safety - Law Enforcement  
Detailed Summary  
Fiscal Year 2021**

Page	Category	Requested FY 2021	\$ Change	% Change	Original Budget FY 2020
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**Sheriff Operations:**

8-3	<b>Judicial</b>	3,036,220	99,200	3.38%	2,937,020
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1. Wages and benefits are increasing a total of \$96,330 and 3.43%. This includes a proposed step of 2.5% and a 1% COLA.
  2. Operating expenses requests are increasing by \$2,870 and 2.2%. The department is anticipating an increase in the cost of uniforms. Also the number of gallons of gas was increased based on actual usage.

8-9	<b>Process Servers</b>	171,670	6,600	4.00%	165,070
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1. Wages and benefits are increasing a total of \$6,600 and 4.16%. The increase is related to the proposed wage increase and In related increases in benefits.

8-11	<b>Patrol</b>	13,006,540	660,660	5.35%	12,345,880
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1. Wages and benefits are increasing by \$595,740 and 5.80%. \$63,462 is being requested for an additional Senior Office Associate to enter and maintain warrants and civil orders. \$3,488 is being requested to upgrade the Property/Fleet and Grant Management position from a grade 10 to a grade 11.
  2. Operating expenses requested increased by \$35,510 or 1.69%. The majority of the increase is related to the ammunition needed for 33 new rifles, an anticipated increase in the cost of uniforms, and increases in software costs. These increases were partially offset by a decrease in speed camera fees which was reduced from \$886,560 to \$800,000 due to fewer cameras and recorders being utilized.
  3. The budget contains a \$29,400 request for controllable assets such as bullet proof vests, launcher, and air conditioner recovery unit.

8-41	<b>Central Booking</b>	1,075,530	69,890	6.95%	1,005,640
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1. Wages and benefits are increasing by \$69,730 and 7.12%. This increase is related to the proposed increase in wages and related increases in benefits. It is slightly higher due to a transfer in of an employee at a higher step and two mid-year promotions.
  2. Operating expenses requested increased by \$160 and .62%.

8-45	<b>Detention Center</b>	16,304,960	756,030	4.86%	15,548,930
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1. Wages and benefits are increasing by \$486,590 and 4.04% due to the proposed increase in wages and related benefits.
  2. Operating expenses requested increased by \$330,900 or 9.69%. The majority of the increase is related to medical costs, electric, and water.
  3. Capital outlay of \$14,560 is being requested for 15 ballistic vests that will expire in FY21.

Washington County, Maryland  
 Requested  
 Public Safety - Law Enforcement  
 Detailed Summary  
 Fiscal Year 2021

Page	Category	Requested FY 2021			\$ Change	% Change	Original Budget FY 2020
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8-84	<b>Day Reporting Center</b>	486,650			(5,470)	-1.11%	492,120
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1. Wages and benefits are increasing by \$10,260 and 4.37% as a result of the proposed wage increase.  
 2. Operating expenses requested decreased by \$15,730 and 6.11% due to less contract costs.

8-90	<b>Narcotics Task Force</b>	967,420			109,590	12.78%	857,830
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1. Wages and benefits are increasing by \$13,520 and 2.61% due to the proposed wage increase and related benefits partially offset by a decrease in health insurance related to a change in an employee's coverage.  
 2. The operating expenses requested increased \$69,940 and 22.90%. The majority of the increase is related to laboratory request of services which rose by \$64,940 due to additional personnel. This is paid to the City of Hagerstown.  
 3. Requesting \$26,130 for 4 helmet mount vision monoculars.

8-103	<b>Washington County Police Academy</b>	99,000			0	100.00%	99,000
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The requested budget total did not change.

		<b>35,147,990</b>			<b>1,696,500</b>	<b>5.07%</b>	<b>33,451,490</b>
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Washington County, Maryland  
 Contraband Fund Operating Budget  
 Detailed Summary  
 Fiscal Year 2021

Page	Category by Function	FY 2021 Requested Budget	Adjustment	FY 2021 Requested Budget	\$ Change	Note	% Change	Original Budget FY 2020
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**Revenues:**

25-17	Fund Balance Reserve	0	0	0	(5,910)	1	-100.00%	5,910
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1	<b>Fund Balance Reserve:</b>	Requesting a zero budget. The NTF Board will distribute requests as needed.						
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	<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(5,910)</b>		<b>-100.00%</b>	<b>5,910</b>
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**Expenses:**

25-19	General Operations	0	0	0	(5,910)	2	-100.00%	5,910
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	<b>Total Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(5,910)</b>		<b>-100.00%</b>	<b>5,910</b>
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2	<b>General Operations:</b>	Requesting a zero budget. The NTF Board will distribute requests as needed.						
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**Washington County, Maryland  
Inmate Welfare Fund Operating Budget  
Detailed Summary  
Fiscal Year 2021**

Page	Category	FY 2021 Requested Budget	Adjustment	FY 2021 Requested Budget	\$ Change	Note	% Change	Original Budget FY 2020
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**General Revenues:**

25-2	Commissary Revenue	380,000	0	380,000	13,430	<b>1</b>	3.66%	366,570
25-2	Telephone Commission	117,500	0	117,500	5,900	<b>2</b>	5.29%	111,600
25-2	Fund Balance Reserve	0	0	0	(167,750)		-100.00%	167,750
		<b>497,500</b>	<b>0</b>	<b>497,500</b>	<b>(148,420)</b>		<b>-22.98%</b>	<b>645,920</b>

**1 Commissary Revenue:**

- Increase due to the inmate population projections and spending trends.

**2 Telephone Commission:**

- Increase due to average commission from previous year and inmate population projections.

<b>Total Revenues</b>	<b>497,500</b>	<b>0</b>	<b>497,500</b>	<b>(148,420)</b>	<b>-22.98%</b>		<b>645,920</b>
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**Expenses:**

25-4	General Operations	497,500	0	497,500	(148,420)	<b>3</b>	-22.98%	645,920
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<b>Total Expenses</b>	<b>497,500</b>	<b>0</b>	<b>497,500</b>	<b>(148,420)</b>	<b>-22.98%</b>		<b>645,920</b>
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**3 General Operations:**

- Overall decrease due to equipment purchases in FY20 from fund balance reserves.

**Category Summary:**

Salaries and Benefits	26,170	0	26,170	0	0.00%		26,170
Operating	471,330	0	471,330	19,330	4.28%		452,000
Capital Outlay	0	0	0	(167,750)	-100.00%		167,750
	<b>497,500</b>	<b>0</b>	<b>497,500</b>	<b>(148,420)</b>	<b>-22.98%</b>		<b>645,920</b>

**Washington County, Maryland**  
**Requested**  
**Public Safety - Emergency Services**  
**Detailed Summary**  
**Fiscal Year 2021**

Page	Category	Requested FY 2021	\$ Change	% Change	Original Budget FY 2020
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9-3	<b>Air Unit</b>	29,720	(530)	-1.75%	30,250
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1. Operating expenses requests are decreasing by \$6,430 and 21.26%.
2. Capital outlay requests of \$1,500 were made for office furniture and \$4,392 for three headset systems.

9-9	<b>Special Operations</b>	262,360	178,990	214.69%	83,370
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1. Operating expenses are increasing by \$17,830 and 21.39%. The requested amount for auto repairs increased by \$10,000 due to an aging fleet. There was also a request to increase equipment maintenance by \$7,000 for various testing.
2. Capital outlay requests total \$161,160. \$142,800 is for self-contained breathing apparatus, \$9,000 is requested for a boat trailer, and \$9,360 for communication equipment.

9-15	<b>911 Communications</b>	6,189,320	705,020	12.86%	5,484,300
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1. Wages and benefits are increasing by \$650,270 and 13.26%. During FY20 4 additional 911 call takers were approved. There are personnel requests totaling \$168,250 for 2 new positions, the \$3/hr. on call pay, and temporary upgrades for supervisors as needed.
2. Operating expenses requested increased by \$44,700 or 7.73%. The majority of the increase is in electric and uniforms.
3. The budget contains a \$9,600 request for computer monitors.

9-32	<b>EMS Operations</b>	3,923,490	1,336,260	51.65%	2,587,230
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1. In total wages and benefits are decreasing due to reclassifying the \$1,000,000 placeholder from this category to the operating expenses. However, without that change wages would increase by \$170,860 which is due to the proposed 3.5% increase and changing from a schedule of 2,184 per year to 2,496 per year.
2. Operating expenses requested increased by \$2,053,570 and 545.32%. \$2,000,000 was added to the operating budget for funding a plan to complete work with eight EMS companies. The medical supplies budget was increased by \$30,000 to bring it in line with what has been spent in prior years and due to the addition of 3rd chase unit.
3. Capital outlay of \$111,830 is being requested for 24 AED units, 3 self contained breathing apparatus, a monitor/defibrillator, and a dispensing machine for EMS supplies.

**Washington County, Maryland  
Requested  
Public Safety - Emergency Services  
Detailed Summary  
Fiscal Year 2021**

Page	Category	Requested FY 2021	\$ Change	% Change	Original Budget FY 2020
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9-41	<b>Fire Operations</b>	3,016,960	1,076,560	55.48%	1,940,400
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1. Wages and benefits are increasing by \$793,100 and 49.10% due to the proposed increase in wages and related benefits, the addition of 3 full time firefighters and a volunteer service coordinator, changing from a 2,184 hour to 2,496 hour scheduled, a personnel requests to increase overtime by \$99,610 , a request to add a Fire Captain position that would be filled by an existing employee at the airport. Also, \$326,470 is the budget to fund the 25% match for the SAFER Grant. The request is for a half year because we anticipate hiring the firefighters around January 2021.
2. Operating expenses requested increased by \$111,560 or 68.66%. The majority of the increase is related to training costs for structural collapse class and an increase in uniforms for the new firefighters.
3. Capital outlay of \$334,400 is being requested. \$255,500 is for turnout gear, \$50,400 for breathing apparatus, and the remainder is for computers and fit testing kits and machines.

9-81	<b>Emergency Management</b>	236,380	(5,510)	-2.28%	241,890
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1. Wages and benefits are decreasing by \$6,160 and 3.17%. The decrease is related to a change in health insurance coverage by personnel. There is a new position being requested but grant funding is requested.
2. Operating expenses requested increased by \$650 and 1.36%.

9-92	<b>Volunteer Fire and Rescue</b>	7,871,000	602,250	8.29%	7,268,750
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1. Wages and benefits are decreasing by \$262,650 and 19.98% due to the decrease in the required OPEB contribution and the lower workers comp insurance premium.
2. The operating expenses requested increased \$859,900 and 14.44%. The appropriations to Fire and Rescue companies increased by \$264,300. There is a detail of the appropriations in the packet. The utilities were estimated to increase by 3% and a \$21,000 additional allocation was budgeted for some of the volunteer fire companies. There was a decrease of \$100,000 because the LED lighting program was completed. Medical fees increased by \$32,460. The program will now be administered by County staff. The Volunteer Fire and Rescue Association is requesting an additional \$198,000 for new programs. \$118,000 is requested for term life policies and \$80,000 for benefits such as tuition and child care. The budget also includes the 3 new incentives discussed with the BOCC - \$161,000 for volunteer incentives, \$162,000 for company incentives, and \$130,000 for fundraising incentives.
3. Requesting \$5,000 for headsets, cooling chairs, and microwave ovens.

	<b>21,529,230</b>	<b>3,893,040</b>	<b>22.07%</b>	<b>17,636,190</b>
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