

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2026, Legislative Day No. 14

Resolution No. 22-26

Introduced by Ms. Hummer, Chair
(by request of the County Executive)

By the County Council, July 6, 2026

1 RESOLUTION approving the determination as surplus and the terms of a private
2 disposition of certain County-owned property on Marbury Drive in Crownsville, Maryland

3
4 WHEREAS, the County owns a certain parcel of land (the “Property”) comprised
5 of 3.76 acres, more or less, described in Exhibit A, and depicted in Exhibit B, both
6 attached hereto, which is part of the property acquired from the State of Maryland
7 by deed dated December 13, 2022 (“Deed”), and recorded among the Land Records
8 of Anne Arundel County in Book SAP 39333, Page 426 (the “Acquired Property”);
9 and

10
11 WHEREAS, the Deed includes a restrictive covenant which requires that the
12 Acquired Property be owned, used, managed and operated solely for public
13 purposes; and

14
15 WHEREAS, the Central Services Officer made a preliminary determination that
16 the Property may be surplus pursuant to § 8-3-201(b)(1) of the County Code; and

17
18 WHEREAS, in accordance with § 8-3-201(b)(2)(i) of the County Code, the Real
19 Estate Division polled the Office of Central Services, the Office of Planning and
20 Zoning, the departments listed in § 2-1-103(b) of the County Code, Arundel
21 Community Development Services, Inc., and the Housing Commission of Anne
22 Arundel County as to a need for the Property; and

23
24 WHEREAS, based on the polling and pursuant to § 8-3-201(b)(2)(iii) of the County
25 Code, the Chief Administrative Officer made a final decision that the Property is
26 surplus, contingent on approval of the County Council, and subject to the
27 reservation of a 15’ Wide Storm Drain Easement, a 20’ Wide Utility Easement for
28 Sanitary Sewer, and a 9’ x 15’ Utility Easement for Water, as depicted in Exhibit
29 B and described in Exhibits C, D, and E, respectively, all attached hereto; and

30
31 WHEREAS, pursuant to § 8-3-201(b)(3)(i) of the County Code, the value of the
32 Property was established by the average of two independent real estate appraisals
33 as Seven Hundred Forty-Two Thousand Five Hundred Dollars (\$742,500); and

34
35 WHEREAS, pursuant to § 8-3-201(b)(4)(ii) of the County Code, if the appraised
36 value of the real property is \$100,000 or more, the real property may be sold
37 through the negotiation of a private disposition; and

1 WHEREAS, a private disposition of the Property to Anne Arundel County Food
2 Bank, Inc. has been negotiated for the sum of \$0 and other terms and conditions as
3 set forth in the Agreement of Sale, attached hereto as Exhibit F; and
4

5 WHEREAS, in accordance with § 8-3-201(b)(5) of the County Code, the Real
6 Estate Division gave notice that the County is planning to surplus the Property and
7 dispose of it through a private disposition to the owners of real property within 300
8 feet of the lot lines of the Property, to the community association or homeowners'
9 association for the community in which the Property is located, if any, and to the
10 Councilmember representing the district in which the Property is located; and
11

12 WHEREAS, in accordance with § 8-3-201(b)(6) of the County Code, the Real
13 Estate Division advertised the disposition of the Property on the County's website;
14 and
15

16 WHEREAS, the Chief Administrative Officer and the County Executive have
17 approved the proposed disposition of the Property; and
18

19 WHEREAS, in accordance with § 8-3-201(b)(9)(i) of the County Code, the Real
20 Estate Division gave notice of the proposed disposition of the Property to the
21 owners of real property within 300 feet of the lot lines of the Property, the
22 community association or homeowners' association for the community in which
23 the Property is located, if any, and the Councilmember representing the district in
24 which the Property is located, and included a statement that objections may be
25 submitted to the Chief Administrative Officer, including an email address and
26 mailing address, by June 30, 2026; and
27

28 WHEREAS, in accordance with § 8-3-201(b)(9)(ii) of the County Code, the Real
29 Estate Division advertised the proposed disposition on the County's website and
30 included a statement that objections may be submitted to the Chief Administrative
31 Officer, including an email address and mailing address, by June 30, 2026; and
32

33 WHEREAS, there were no objections, and the Chief Administrative Officer has
34 determined that the proposed disposition may proceed; and
35

36 WHEREAS, the County Executive seeks the approval of the County Council by
37 this Resolution of the determination that the Property is surplus and of the terms of
38 the disposition of the Property as set forth in the Agreement of Sale; now, therefore,
39 be it
40

41 *Resolved by the County Council of Anne Arundel County, Maryland,* That it hereby
42 approves the determination that the Property described in Exhibits A and B is surplus; and
43 be it further
44

45 *Resolved,* That it approves the terms of the private disposition of the Property, subject
46 to the reservation of a 15' Wide Storm Drain Easement, a 20' Wide Utility Easement for
47 Sanitary Sewer, and a 9' x 15' Utility Easement for Water, depicted in Exhibit B and
48 described in Exhibits C, D, and E, respectively, to Anne Arundel County Food Bank, Inc.,
49 in accordance with the terms and conditions set forth in Exhibit F; and be it further
50

51 *Resolved,* That a copy of this Resolution be sent to County Executive Steuart Pittman.

**EXHIBIT 'A'**

DESCRIPTION OF

LOT A**BEING A PART OF THE PROPERTY OF
ANNE ARUNDEL COUNTY****PARCEL 94****LIBER RPD 39333 FOLIO 00426**TAX ACCT. No. 02-000-90255482
Second (2nd) ASSESSEMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of that certain property acquired by Anne Arundel County from The State of Maryland to the use of the Maryland Department of Health, by deed dated December 13, 2022 and recorded among the Land Records of Anne Arundel County, Maryland in Liber SAP at 39333 Folio 426, being more particularly described in the datum of NAD 83/11, as follows:

BEGINNING for the same at a point, distant South 21°42'58" East, 531.08 feet, as now surveyed, from a Iron Bar Found at the beginning of the 101st or North 00°17'57" East, 151.18 feet line as described in the aforesaid deed Liber SAP 39333, Folio 426, thence departing from said Point of Beginning, so fixed, so as to run in, over, through, and across a portion of the property of the owners hereto for the following three (3) courses and distances:

1. South 17°15'21" East, 98.69 feet to a point, thence
2. South 02°09'05" West, 100.00 feet to a point, thence
3. South 14°22'18" West, 179.89 feet to a point, thence
4. South 75°20'36" West, 378.72 feet to a point 20' from the edge of Crownsville Road, an existing variable width prescriptive right-of-way, thence
5. North 14°39'24" West, 30.04 feet to a point of curvature, thence
6. 388.84 feet along the arc of a tangent curve, deflecting to the left, having a radius of 110,725.47 feet and a chord bearing and distance of North 14°33'22" West 388.84 feet to a point of tangency, thence
7. North 18°12'06" West 15.33 feet to a point, thence running parallel with an existing asphalt road sometimes referred to as Marbury Drive
8. North 75°20'36" East 5.01 feet, thence

Anne Arundel County Food Bank
Lot A
5/12/2026
Page 2

9. 264.33 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 320.00 feet and a chord bearing and distance of South 83°25'30" East 256.88 feet to a point, thence
10. North 72°54'40" East, 246.49 feet to the Point of Beginning.

CONTAINING 163,999 square feet or 3.76 acres of land, more or less, as now surveyed.

Lot A to have legal access from both Crownsville Road and from Marbury Drive.

5/12/26
Date



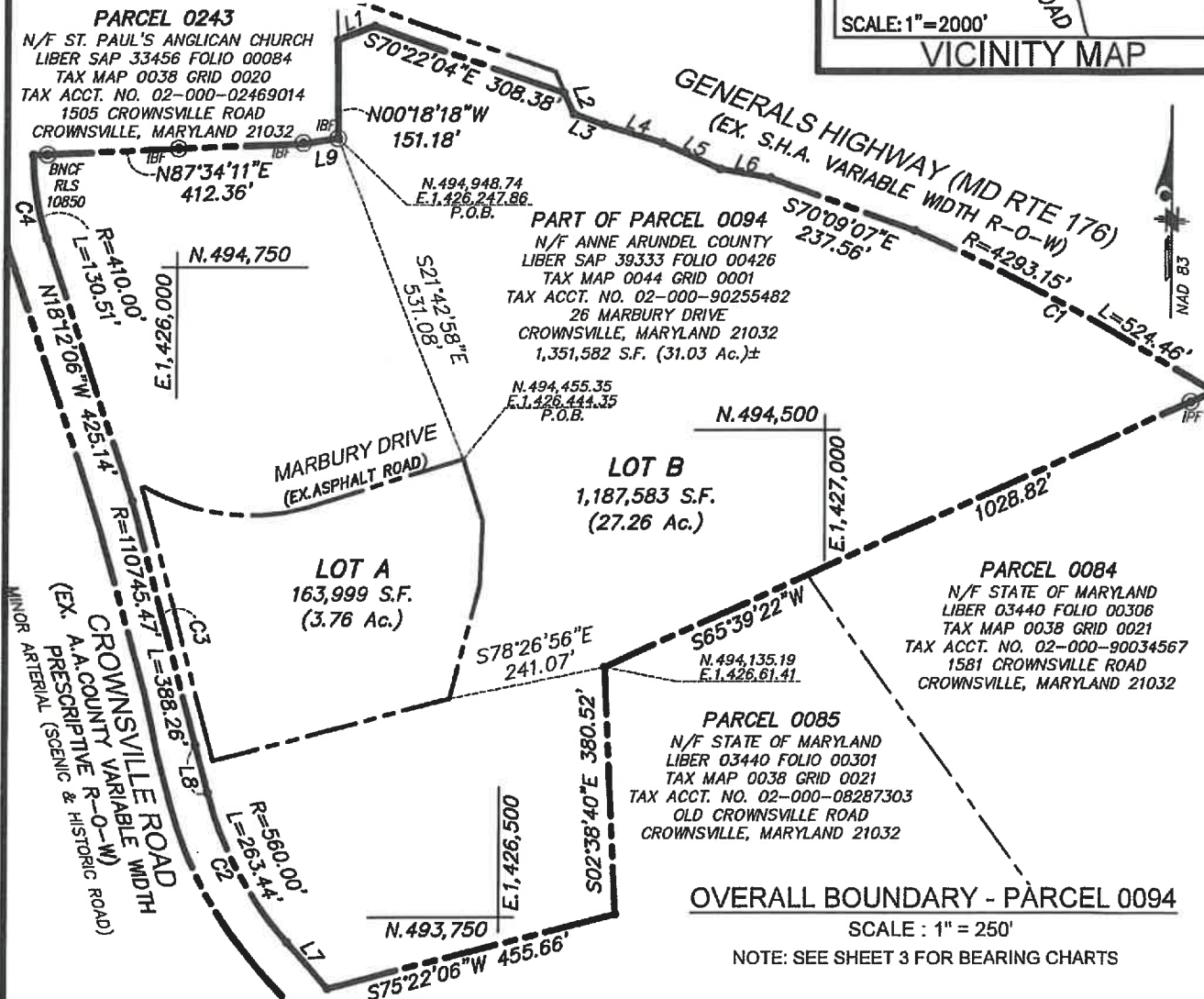
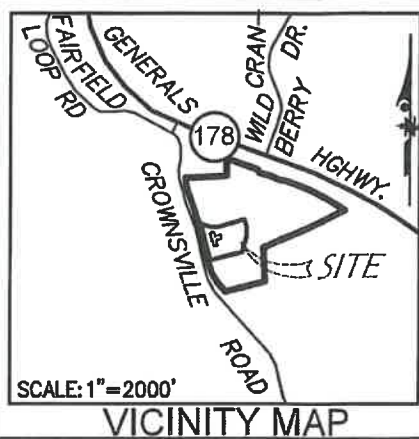

Jeffrey M. Blachly
Professional Land Surveyor
MD Reg. No. 22098
Expires 13 May 2028
For: Drum Loyka and Associates, LLC
1410 Forest Drive, Suite 35
Annapolis, MD 21403

Professional Certification: I hereby declare that these documents were prepared by me or under my responsible charge, and that I am a duly licensed land surveyor under the laws of the State of Maryland, License No. 22098, and License Expiration/Renewal Date: May 13, 2028.



Surveyor's name and address:
 JEFFREY M. BLACHLY
 PROF. LAND SURVEYOR
 MD REG. No. 22098
 (EXPIRES MAY 13, 2028)
 DRUM LOYKA & ASSOC. LLC
 1410 FOREST DRIVE, SUITE 35
 ANNAPOLIS, MARYLAND 21403

"PROFESSIONAL CERTIFICATION: I HEREBY DECLARE THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 22098, AND LICENSE EXPIRATION/RENEWAL DATE: MAY 13, 2028."



Drum, Loyka & Associates, LLC

CIVIL ENGINEERS - LAND SURVEYORS

1410 Forest Drive, Suite 35

Annapolis, Maryland 21403

Phone: 410-280-3122

www.drumloyka.com

EXHIBIT B - PAGE 1

PROPOSED LOT A FOR

**ANNE ARUNDEL COUNTY FOOD BANK
 AT CROWNSVILLE MEMORIAL PARK**

T.M. 0044 GRID 0001 PARCEL 0094 DISTRICT 2nd

A.A. COUNTY, 26 MARBURY DRIVE, CROWNSVILLE, MD 21032

DATE: MAY 12, 2026

SCALE: 1" = 250'

Drawn by: *DLW*

Drawn by: *SAW*

EXISTING PROPERTY LINE CURVE TABLE (LOT B)

LINE	RADIUS	ARC LEN.	DELTA	TAN	BEARING	CHORD
C1	4293.15	524.46	006°59'58"	262.56	S61°49'17"E	524.13
C2	560.00	263.44	026°57'13"	134.20	N28°08'00"W	261.02
C3	110745.47	388.26	000°12'03"	194.13	N14°33'22"W	388.26
C4	410.00	130.51	018°14'18"	65.81	N09°04'57"W	129.96

PROPOSED PROPERTY LINE CURVE TABLE (LOT A)

LINE	RADIUS	ARC LEN.	DELTA	TAN	BEARING	CHORD
C5	110725.47	388.84	000°12'04"	191.42	N14°33'22"W	388.84
C6	320.00	264.33	47°19'40"	140.23	S83°25'30"E	256.88

UTILITY EASEMENT FOR SEWER CURVE TABLE (LOT A)

LINE	RADIUS	ARC LEN.	DELTA	TAN	BEARING	CHORD
C1a	320.00	20.62	003°41'28"	10.31	S70°24'27"E	20.61
C2a	320.00	47.48	008°30'04"	23.78	S81°34'27"E	47.43
C3a	110725.47	20.00	000°00'37"	10.00	N14°29'01"W	20.00

STORM DRAIN EASEMENT CURVE TABLE (LOT A)

LINE	RADIUS	ARC LEN.	DELTA	TAN	BEARING	CHORD
C1b	320.00	15.14	002°47'42"	7.57	S76°01'03"E	15.14
C2b	110725.47	15.00	000°00'28"	7.50	N14°31'43"W	15.00

UTILITY EASEMENT FOR WATER CURVE TABLE (LOT A)

LINE	RADIUS	ARC LEN.	DELTA	TAN	BEARING	CHORD
C1c	320.00	1.05	000°11'14"	0.52	N73°00'17"W	1.05

STORM DRAIN
EASEMENT LINE TABLE
(LOT A)

LINE	BEARING	LENGTH
L1b	N06°05'53"W	115.16'
L2b	N76°54'11"W	42.87'
L3b	S76°54'11"E	32.58'
L4b	S06°05'53"E	106.57'

9'x15' UTILITY EASEMENT
FOR WATER
LINE TABLE (LOT A)

LINE	BEARING	LENGTH
L1c	N72°54'40"E	13.95'
L2c	S17°05'20"E	9.00'
L3c	S72°54'40"W	15.00'
L4c	N17°05'20"W	9.00'

EXIST. PROPERTY LINE
LINE TABLE (LOT B)

LINE	BEARING	LENGTH
L1	N69°28'51"E	61.22'
L2	S25°13'12"E	35.16'
L3	S70°13'12"E	50.00'
L4	S73°13'58"E	95.13'
L5	S65°30'19"E	97.33'
L6	S79°48'50"E	78.00'
L7	N41°36'37"W	96.54'
L8	N14°39'24"W	75.20'
L9	N81°31'41"E	55.48'

PROP. PROPERTY LINE
LINE TABLE (LOT A)

LINE	BEARING	LENGTH
L10	N18°12'06"W	15.33'
L11	N75°20'36"E	5.01'

UTILITY EASEMENT FOR
SEWER
LINE TABLE (LOT A)

LINE	BEARING	LENGTH
L1a	S05°35'35"W	16.07'
L2a	N73°29'18"E	30.12'
L3a	S73°29'18"W	88.10'
L4a	S75°23'07"W	38.78'
L5a	N75°23'07"E	31.54'
L6a	N05°35'35"E	28.93'

"PROFESSIONAL
CERTIFICATION: I HEREBY
DECLARE THAT THESE
DOCUMENTS WERE
PREPARED BY ME OR UNDER
MY RESPONSIBLE CHARGE,
AND THAT I AM A DULY
LICENSED LAND SURVEYOR
UNDER THE LAWS OF THE
STATE OF MARYLAND,
LICENSE NO. 22098, AND
LICENSE
EXPIRATION/RENEWAL DATE:
MAY 13, 2028."



Surveyor's name and address:
JEFFREY M. BLACHLY
PROF. LAND SURVEYOR
MD REG. No. 22098
(EXPIRES MAY 13, 2028)
DRUM LOYKA & ASSOC. LLC
1410 FOREST DRIVE, SUITE 35
ANNAPOLIS, MARYLAND 21403

****NOTE:**

LOT A TO HAVE LEGAL ACCESS FROM BOTH
CROWNSVILLE ROAD, AND FROM MARBURY DRIVE,
AN EXISTING ASPHALT ROAD.

EXHIBIT B - PAGE 3

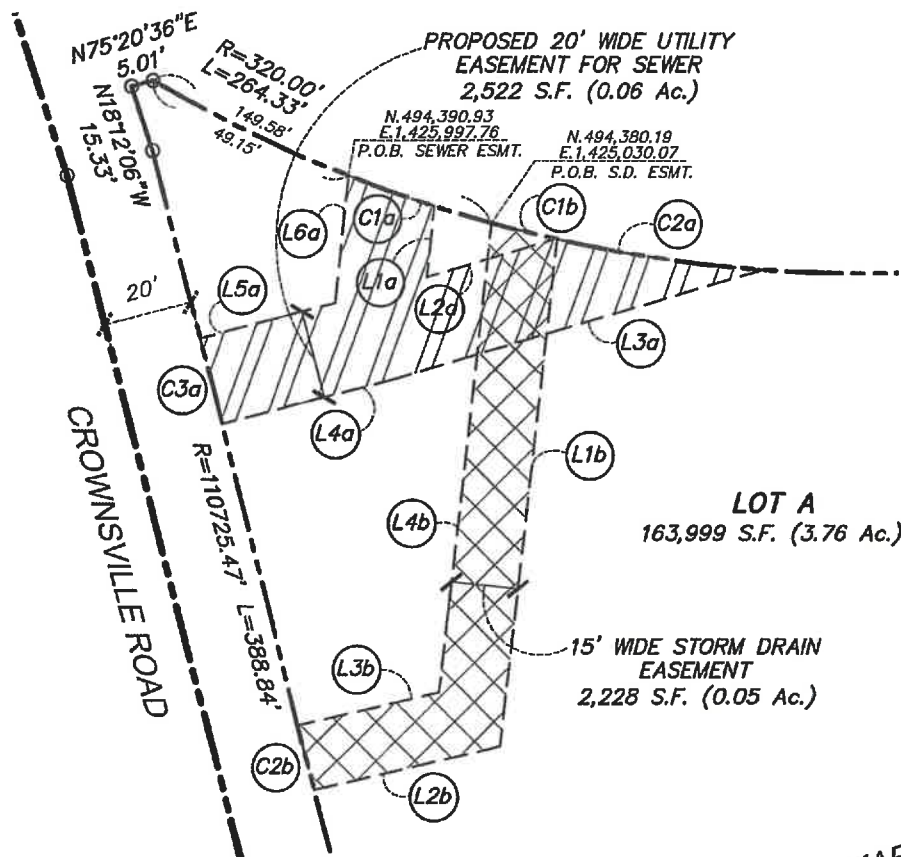
**Drum, Loyka & Associates, LLC**

CIVIL ENGINEERS - LAND SURVEYORS
1410 Forest Drive, Suite 35
Annapolis, Maryland 21403
Phone: 410-280-3122
www.drumloyka.com

PROPOSED LOT A FOR
ANNE ARUNDEL COUNTY FOOD BANK
AT CROWNSVILLE MEMORIAL PARK

T.M. 0044 GRID 0001 PARCEL 0094 DISTRICT 2nd
A.A. COUNTY, 26 MARBURY DRIVE, CROWNSVILLE, MD 21032
DATE: MAY 12, 2026 SCALE: N.T.S.

Drawn by: *SAW*



NOTE: THIS EXHIBIT, AND THE SURVEY ON WHICH IT IS BASED, ARE A "SPECIAL PURPOSE SURVEY" IN ACCORDANCE WITH THE REGULATIONS SET FORTH IN THE MARYLAND MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS, COMAR 09.13.06.10. THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO DESCRIBE "LOT A" AND THE RESIDUE PARCEL "LOT B" IN ORDER FOR "LOT A" TO BE DECLARED SURPLUS LAND BY THE ANNE ARUNDEL COUNTY COUNCIL.

STORM DRAIN EASEMENT & UTILITY EASEMENT FOR SEWER

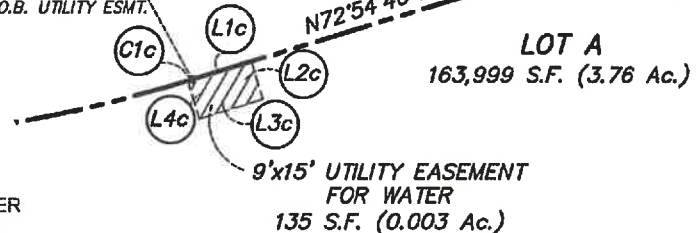
SCALE: 1" = 40'



Surveyor's name and address:
JEFFREY M. BLACHLY
PROF. LAND SURVEYOR
MD REG. No. 22098
(EXPIRES MAY 13, 2028)
DRUM LOYKA & ASSOC. LLC
1410 FOREST DRIVE, SUITE 35
ANNAPOLIS, MARYLAND 21403

"PROFESSIONAL CERTIFICATION: I HEREBY DECLARE THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 22098, AND LICENSE EXPIRATION/RENEWAL DATE: MAY 13, 2028."

N. 494,382.92
E. 1,426,208.75
P.O.B. UTILITY ESMT.



UTILITY EASEMENT FOR WATER

SCALE: 1" = 40'

NOTE: SEE SHEET 3 FOR LOT A BEARING CHARTS

EXHIBIT B - PAGE 4



Drum, Loyka & Associates, LLC

CIVIL ENGINEERS - LAND SURVEYORS

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Annapolis, Maryland 21403

Phone: 410-280-3122

www.drumloyka.com

PROPOSED LOT A FOR ANNE ARUNDEL COUNTY FOOD BANK AT CROWNSVILLE MEMORIAL PARK

T.M. 0044 GRID 0001 PARCEL 0094 DISTRICT 2nd
A.A. COUNTY, 26 MARBURY DRIVE, CROWNSVILLE, MD 21032
DATE: MAY 12, 2026 SCALE: AS SHOWN

Drawn by: JAW

EXHIBIT 'A'**DESCRIPTION OF
A PROPOSED 15' WIDE STORM DRAIN
EASEMENT***RUNNING ACROSS***PROPOSED LOT A****BEING A PART OF THE PROPERTY OF
ANNE ARUNDEL COUNTY
PARCEL 94
LIBER RPD 39333 FOLIO 00426**TAX ACCT. NO. 02-000-90255482
Second (2nd) ASSESSEMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of that certain property acquired by Anne Arundel County from The State of Maryland to the use of the Maryland Department of Health, by deed dated December 13, 2022 and recorded among the Land Records of Anne Arundel County, Maryland in Liber SAP at 39333 Folio 426, being more particularly described in the datum of NAD 83/11, as follows:

BEGINNING for the same at a point along an existing asphalt road, sometimes referred to as Marbury Drive, distant 149.58 in an easterly direction along the arc of a curve to the left and having a radius of 320.00 feet from the beginning of the 9th course of a description of the proposed Lot A, thence departing from said Point of Beginning, so fixed, continuing with said 9th course and running with and binding on a part of said Lot A along Marbury Drive:

1. 15.14 feet along the arc of a curve, deflecting to the left, having a radius of 320.00 feet and a chord bearing and distance of South 76°01'03" East, 15.14 feet to a point, thence departing said Marbury Drive so as to run in, over, through, and across a portion of the property of the owners hereto
2. South 6°05'53" West, 115.16 feet to a point, thence
3. South 76°54'11" West, 42.87 feet to a point on the outline of the previously said proposed Lot A, thence continuing with said outline of proposed Lot A
4. 15.00 feet along the arc of a curve, deflecting to the left, having a radius of 110,725.47 feet and a chord bearing and distance of North 14°31'43" West 15.00 feet to a point, thence departing the outline of said proposed Lot A so as to run in, over, through, and across a portion of the property of the owners hereto
5. North 76°54'11" East, 32.58 feet to a point, thence

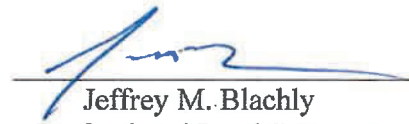
Anne Arundel County Food Bank
Storm Drain Easement
5/14/2026
2 of 2

6. North 06°05'53" East, 106.57 feet the Point of Beginning.

CONTAINING 2,228 square feet or 0.05 acre of land, more or less, as now surveyed.

5/14/2026
Date




Jeffrey M. Blachly

Professional Land Surveyor

MD Reg. No. 22098

Expires 13 May 2028

For: Drum Loyka and Associates, LLC

1410 Forest Drive, Suite 35

Annapolis, MD 21403

Professional Certification: I hereby declare that these documents were prepared by me or under my responsible charge, and that I am a duly licensed land surveyor under the laws of the State of Maryland, License No. 22098, and License Expiration/Renewal Date: May 13, 2028.

**EXHIBIT 'A'****DESCRIPTION OF
A PROPOSED 20' WIDE UTILITY EASEMENT
FOR SANITARY SEWER***RUNNING ACROSS***PROPOSED LOT A****BEING A PART OF THE PROPERTY OF
ANNE ARUNDEL COUNTY
PARCEL 94
LIBER RPD 39333 FOLIO 00426**

TAX ACCT. NO. 02-000-90255482
Second (2nd) ASSESSEMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of that certain property acquired by Anne Arundel County from The State of Maryland to the use of the Maryland Department of Health, by deed dated December 13, 2022 and recorded among the Land Records of Anne Arundel County, Maryland in Liber SAP at 39333 Folio 426, being more particularly described in the datum of NAD 83/11, as follows:

BEGINNING for the same at a point along an existing asphalt road, sometimes referred to as Marbury Drive, distant 49.15 in an easterly direction along the arc of a curve to the left and having a radius of 320.00 feet from the beginning of the 9th course of a description of the proposed Lot A, thence departing from said Point of Beginning, so fixed, continuing with said 9th course and running with and binding on a part of said Lot A along Marbury Drive:

1. 20.62 feet along the arc of a curve, deflecting to the left, having a radius of 320.00 feet and a chord bearing and distance of South 70°24'27" East, 20.61 feet to a point, thence departing said Marbury Drive so as to run in, over, through, and across a portion of the property of the owners hereto
2. South 5°35'35" West, 16.07 feet to a point, thence
3. North 73°29'18" East, 30.12 feet to point along the previously said Marbury Drive, thence
4. 47.48 feet along the arc of a curve, deflecting to the left, having a radius of 320.00 feet and a chord bearing and distance of South 81°34'27" West, 47.43 feet to a point, thence departing said Marbury Drive so as to run in, over, through, and across a portion of the property of the owners hereto
5. South 73°29'18" West, 88.10 feet to a point on the outline of proposed Lot A, thence
6. 20.00 feet along the arc of a curve, deflecting to the left, having a radius of 110,725.47 feet and a chord bearing and distance of North 14°29'01" West 20.00 feet to a point, thence departing the

Anne Arundel County Food Bank
Sewer Easement
5/14/2026
2 of 2

outline of said proposed Lot A so as to run in, over, through, and across a portion of the property of the owners hereto

7. North 75°23'07" East, 31.54 feet to a point, thence
8. North 5°35'35" East, 28.93 feet to the Point of Beginning.

CONTAINING 2,522 square feet or 0.06 acre of land, more or less, as now surveyed.

5/14/2026
Date



Jeffrey M. Blachly
Professional Land Surveyor
MD Reg. No. 22098
Expires 13 May 2028

For: Drum Loyka and Associates, LLC
1410 Forest Drive, Suite 35
Annapolis, MD 21403

Professional Certification: I hereby declare that these documents were prepared by me or under my responsible charge, and that I am a duly licensed land surveyor under the laws of the State of Maryland, License No. 22098, and License Expiration/Renewal Date: May 13, 2028.



CIVIL ENGINEERS – LAND SURVEYORS

EXHIBIT 'A'**DESCRIPTION OF
A PROPOSED 9' X 15' UTILITY EASEMENT
FOR WATER***RUNNING ACROSS***PROPOSED LOT A****BEING A PART OF THE PROPERTY OF
ANNE ARUNDEL COUNTY
PARCEL 94
LIBER RPD 39333 FOLIO 00426**

TAX ACCT. No. 02-000-90255482
Second (2nd) ASSESSEMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of that certain property acquired by **Anne Arundel County** from **The State of Maryland** to the use of the Maryland Department of Health, by deed dated December 13, 2022 and recorded among the Land Records of Anne Arundel County, Maryland in **Liber SAP at 39333 Folio 426**, being more particularly described in the datum of NAD 83/11, as follows:

BEGINNING for the same at a point along an existing asphalt road, sometimes referred to as Marbury Drive, at the beginning of the 10th course of a description of the proposed Lot A, thence departing from said Point of Beginning, so fixed, continuing with said 10th course and running with and binding on a part of said Lot A along Marbury Drive:

1. North 72°54'40" East, 13.95 feet to a point, thence departing said Marbury Drive so as to run in, over, through, and across a portion of the property of the owners hereto
2. South 17°05'20" East, 9.00 feet to a point, thence
3. South 72°54'40" West, 15.00 feet to a point, thence
4. North 17°05'20" West, 9.00 feet to a point on the easterly edge of said Marbury Drive, thence continuing with said Marbury Drive
5. 1.05 feet along the arc of a curve, deflecting to the left, having a radius of 320.00 feet and a chord bearing and distance of North 73°00'17" East 1.05 feet to the Point of Beginning.

CONTAINING 135 square feet or 0.003 acre of land, more or less, as now surveyed.

Anne Arundel County Food Bank
Water Easement
5/14/2026
2 of 2

5/14/2026
Date



[Signature]
Jeffrey M. Blachly

Professional Land Surveyor

MD Reg. No. 22098

Expires 13 May 2028

For: Drum Loyka and Associates, LLC

1410 Forest Drive, Suite 35

Annapolis, MD 21403

Professional Certification: I hereby declare that these documents were prepared by me or under my responsible charge, and that I am a duly licensed land surveyor under the laws of the State of Maryland, License No. 22098, and License Expiration/Renewal Date: May 13, 2028.

Anne Arundel County
Office of Central Services
Real Estate Division
2660 Riva Road
Annapolis, Maryland 21401

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”) made this _____ day of 6/23/2026 | 12:17 EDT, 2026, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter referred to as “Seller” or “County”) and **ANNE ARUNDEL COUNTY FOOD BANK, INC.** (hereinafter referred to as “Purchaser”).

WHEREAS, the Seller owns a certain parcel of land comprised of 3.76 acres, more or less, described in Exhibit A, and identified as “Lot A” in Exhibit B, both attached hereto, which property is part of the property acquired from the State of Maryland by deed dated December 13, 2022, and recorded among the Land Records of Anne Arundel County in Book SAP 39333, Page 426 (“Property”); and

WHEREAS, the County is desirous of selling the Property to the Purchaser, subject to the reservation of a 15’ Wide Storm Drain Easement, a 20’ Wide Utility Easement for Sanitary Sewer, and a 9’ x 15’ Utility Easement for Water, as depicted in Exhibit B and described in Exhibits A-1, A-2, and A-3, respectively (collectively, the “Easements”); and

WHEREAS, the Purchaser is desirous of purchasing the Property from the County for use for public purposes; and

WHEREAS, the Purchaser acknowledges that for this Agreement to be effective, the Anne Arundel County Council (“County Council”) must approve, by resolution, the determination of the property as surplus and the terms of the disposition of the Property to the Purchaser.

NOW THEREFORE WITNESSETH: That for and in consideration of Zero Dollars (\$0), the above recitals which are incorporated herein by reference, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and accept from Seller the Property, subject to reservation of the Easements, under the terms and conditions set forth in this Agreement, together with any and all improvements, appurtenances, rights, and privileges pertaining thereto, contingent on the following occurring on or before the Settlement deadline set forth in paragraph 3 herein:

a. Approval of the determination of the Property as surplus and the terms of the disposition of the Property to the Purchaser by resolution (“Resolution”) of the County Council.

b. Approval by the Purchaser of the terms of the disposition of the Property as set forth in the Resolution.

c. Purchaser obtaining any necessary zoning variances required to permit the Purchaser to proceed with its proposed development plans for the Property, including the expiration of any appeal periods, or, in the alternative, meeting all zoning requirements for use as a food bank.

d. A sealed compaction certificate acceptable to the Purchaser certifying that the site, including the basement area of the demolished building, is sufficient to support the proposed improvements.

e. Purchaser obtaining any required development approvals and/or agreements of any kind including but not limited to mitigation approvals, from the Maryland Historical Trust and/or the Anne Arundel County Cultural Resources Division and any other related conservation organizations.

2. The total purchase price for the Property shall be Zero Dollars (\$0).

3. Settlement shall be held at a location in Anne Arundel County, Maryland, designated by Seller. Settlement shall take place no later than eighteen (18) months after this Agreement is

ratified by all of the parties hereto. Possession of the Property shall be given to the Purchaser at settlement. Real estate taxes, general special taxes and rents, annual front foot benefit charges, special assessment tax, or other annualized charges of a like nature are to be adjusted to the date of settlement and thereafter assumed by Purchaser. Settlement costs, including any title examination, title insurance, tax certificates, recordation and transfer taxes, if any, are to be paid by Purchaser.

4. At the time of settlement, the Seller shall convey the Property to Purchaser by a fee simple Deed.

5. The Seller shall provide the Purchaser a copy of the Maryland Environmental Trust Conservation Easement and Maryland Historical Trust Easement, as referenced in the deed dated December 13, 2022. Upon receipt of said easements, Purchaser shall have fifteen (15) days to review and evaluate the easements. If Purchaser is not satisfied with the easements' impact on the intended use of the Property, Purchaser may elect to void this Agreement by providing written notice of termination to Seller prior to the expiration of the fifteen (15) day period.

6. Upon completion of the demolition and disposal of all existing improvements on the Property ("Demolition Work"), Purchaser shall have the right to conduct environmental studies of the Property, including as applicable a Phase I and Phase II Environmental Site Assessment. In connection with the performance of its studies, if the studies conducted by the Purchaser do not permit or warrant in the sole discretion of the Purchaser, or its engineers or consultants, the acquisition and development of the Property, the Purchaser shall have the right, exercisable by written notice given to Seller within six (6) months from the completion of the Demolition Work to terminate this Agreement.

Following completion of the Demolition Work and backfilling of the basement of the demolished building, Seller shall deliver to Purchaser a sealed Compaction Certificate for review

and approval. The Certificate shall confirm that the Property (including the filled basement), is capable of supporting the load of the new building proposed by the Purchaser.

7. The Deed and any subsequent deeds shall contain the following perpetual restriction on use of the Property:

“The Grantor grants the herein described property subject to the condition and restriction that the Grantee shall own, use, manage and operate such property **solely for public purposes**. This restriction shall be a covenant running with the land and shall run to the benefit of Anne Arundel County and shall be legally enforceable by Anne Arundel County by all available remedies at law and in equity.”

The Seller confirms that the Purchaser’s proposed use, management, and operation of the Property by a service or non-profit charitable organization as a food bank satisfies the public purpose restriction set forth in this Paragraph 7.

8. The Property is sold “as is”, and the Seller makes no assurances or representations as to the title to the Property or the condition of the Property or any improvements thereon, other than as set forth herein.

9. If the Purchaser sells or leases the Property at any time, the Deed and all subsequent deeds shall contain the provision set forth in paragraph 7 of this Agreement, such that it shall be a term of the agreement of sale or lease that the buyer or lessee shall use and occupy the Property solely for public purposes.

10. Time is of the essence of this Agreement.

11. Seller and Purchaser represent and warrant to each other that the person or persons executing this Agreement on behalf of each them possess full legal power to do so and to carry out each and every obligation of this Agreement.

12. The Property shall be held at risk of loss of the Seller until execution and delivery of the Deed from Seller to Purchaser.

13. The parties warrant and represent to each other that they have not used the services of any broker, agent, or finder who would be entitled to a commission on account of this Agreement or the consummation of the transactions contemplated hereby.

14. All notices under this Agreement shall be in writing and shall be deemed to be duly given, if hand delivered or mailed by registered or certified mail, return receipt requested, as follows:

IF TO SELLERS: Office of Central Services
Attn: Central Services Officer
2660 Riva Road, 3rd Floor
Annapolis, MD 21401

WITH COPY TO: Anne Arundel County Office of Law
2660 Riva Road, 4th Floor
Annapolis, MD 21401

IF TO PURCHASER: Anne Arundel County Food Bank, Inc.
Attn: Leah Paley, CEO
120 Marbury Drive
Crownsville, MD 21032

WITH COPY TO: Susan T. Ford, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West St. 4th Floor
Annapolis, MD 21401

The parties shall be responsible for notifying each other of any change of address.

15. This Agreement contains the full, final, and entire Agreement between the parties, and neither the parties nor their successors or assigns shall be bound by any terms, conditions, or representations not included herein.

16. If any term, condition, or covenant of this Agreement shall be declared invalid or unenforceable, the parties hereto may mutually agree that the remainder of the Agreement shall remain valid and enforceable.

17. The laws of the State of Maryland shall govern this Agreement, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Anne Arundel County.

18. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors, and assigns as appropriate.

19. Any financial obligation of the Seller hereunder shall be subject to appropriations and availability of funds.

20. This Agreement may not be assigned by the Purchaser without the consent of the Seller, which consent will not be unreasonably withheld provided the proposed and implemented use is for a public purpose, as set forth in Paragraph 7 hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals hereto on the date and year first above written.

WITNESS:

PURCHASER:

ANNE ARUNDEL COUNTY FOOD BANK, INC.

By: Leah A Paley
Leah A Paley (Jun 23, 2026 11:10:04 EDT)
Print Name: Leah A. Paley
Title: Chief Executive Officer

By: Brian Dague
Print Name: Brian Dague
Title: Board Chair

ATTEST:

SELLER:

ANNE ARUNDEL COUNTY, MARYLAND

By: Christine Anderson
Christine Anderson
Chief Administrative Officer

DocuSigned by:
6/23/2026 | 12:17 EDT
Date

APPROVED AS TO TERMS:

DocuSigned by:
Susan Herrold
539D566AD5774EB...
Susan Herrold
Central Services Officer

6/23/2026 | 12:15 EDT
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY

GREGORY I. SWAIN, COUNTY ATTORNEY

DocuSigned by:
Christine Neiderer
1D8E737E6AE14BD...
Christine B. Neiderer

6/23/2026 | 09:15 PDT
Date