

PROPERTY OWNERS ASSOCIATION
OF ARUNDEL ON THE BAY, INC.

P.O. Box 4665
Annapolis, MD 21403

DAVID DELIA
1375 Walnut Avenue
Annapolis, MD 21403

LORI STRUM
3515 Newport Avenue
Annapolis, MD 21403

Plaintiffs

v.

MAURICE B. TOSE
TERESA M. LAYDEN
1299 Magnolia Avenue
Annapolis, MD 21403

Defendants

* IN THE CIRCUIT COURT
* FOR ANNE ARUNDEL COUNTY
* Case No. _____
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**VERIFIED COMPLAINT TO QUIET TITLE, FOR DECLARATORY RELIEF AND
FOR INJUNCTIVE RELIEF FOR WRONGFUL INTERFERENCE WITH EASEMENT
RIGHTS**

Plaintiffs, Property Owners Association of Arundel on the Bay, Inc. (the "Association"), David Delia ("Delia") and Lori Strum ("Strum") (collectively, "Plaintiffs"), by and through its attorneys, Wayne T. Kosmerl, N. Tucker Meneely and Council, Baradel, Kosmerl and Nolan, P.A., files this Complaint against Defendants, Maurice B. Tose ("Tose") and Teresa M. Layden ("Layden") (collectively, "Defendants"), and states as follows:

PARTIES

1. The Association is a corporation that was formed under the laws of the State of Maryland in 1949. The Association, among other things, provides maintenance and preservation

benefit to the residential lots and property owned by the Association and platted streets within the subdivision known as Arundel on the Bay.

2. Delia is an adult individual who owns real property known as 1375 Walnut Avenue, Annapolis, Maryland 21403. Delia is the President of the Association.

3. Strum is an adult individual who owns real property known as 3515 Newport Avenue, Annapolis, Maryland 21403. Strum is a Board Member of the Association.

4. Tose and Layden are adult individuals who are married and together own real property known as 1290 Magnolia Avenue, 1299 Magnolia Avenue and 1300 Magnolia Avenue, Annapolis, Maryland 21403 (collectively, the “Tose-Layden Properties”). Tose and Layden reside at 1299 Magnolia Avenue, Annapolis, Maryland 21403.

5. This Court has jurisdiction pursuant to Md. Code, Courts & Judicial Proceedings Article §§ 6-102 and 6-103, because Defendants are domiciled in the State of Maryland and this cause of action concerns real property within the State of Maryland which is also the subject of this case.

6. Venue is appropriate in this Court pursuant to Md. Code, Courts & Judicial Proceedings Article § 6-201 because Defendants resides in Anne Arundel County, Maryland.

FACTS COMMON TO ALL COUNTS

7. This case pertains to a dispute between Plaintiffs and Defendants over the Defendants conduct in obstructing its easement rights and those of the lot owners within the community of Arundel on the Bay, which includes the Association, to use the street end of Magnolia Avenue. The street at issue is described to be the portion of the platted street known as Magnolia Avenue that abuts the Tose-Layden Properties and is located between Saratoga Avenue and the waters of Fishing Creek (“Disputed Street”). Specifically, 1299 Magnolia Avenue and 1300 Magnolia Avenue abut the southern side of the Disputed Street and 1290 Magnolia Avenue abuts the northern side of the

Disputed Street.

8. In 1890, pursuant to a deed recorded at Liber SH., No. 37, folio 509, Richard M. Chase conveyed the land presently known as Arundel on the Bay to the Chesapeake and Columbia Investment Company (“Chase Deed”). *See* Exhibit A.

9. In connection with that deed, the Chesapeake and Columbia Investment Company (“Original Developer”) filed a plat depicting the Disputed Street as a platted street (“1890 Plat”). *See* Exhibit B.

10. A revised plat of Arundel on the Bay, also showing the Disputed Street, was filed by Arundel on the Bay’s then owners, Meredith Lumber Co., on August 15, 1927 (“Record Plat”). *See* Exhibit C.

11. The Association is the record owner of certain real property in Arundel on the Bay known as Block 13, Lots C-I, and Block 32, Lots I, K, L, and M, as shown on the Record Plat.

12. Delia is a record owner of real property known as 1375 Walnut Avenue, Annapolis, Maryland 21403.

13. Strum is a record owner of real property known as 3515 Newport Avenue, Annapolis, Maryland 21403.

14. The Association, at various times based upon the needs of the community, has maintained and improved the portions of the Disputed Street, as well as other platted streets in Arundel on the Bay.

15. Since its inception in 1951, the Association has exercised dominion and control over the Disputed Street and other platted streets in Arundel on the Bay by filing suit when platted streets were blocked or encroached upon by residents. The Association has exercised dominion and control over the streets by regulating parking on the streets, establishing fire drafting sites, constructing a

boat launching ramp and community pier on several waterfront street ends. The Association has also controlled waterfront development for residences abutting platted streets to ensure that any piers erected did not interfere with the Association's and lot owners' rights in the platted streets.

16. The Association has consistently regulated the use of certain streets (including the Disputed Street) for the benefit of all property owners. Among other things, the Association addressed erosion problems on platted streets, established street lights, regulated the construction of private piers on platted streets, constructed a community boat launching ramp and pier on street ends, and regulated the use of platted streets.

17. Pursuant to Anne Arundel County Code Section 4-7-202, the County Council established a Special Community Benefit Taxing District for the community of Arundel on the Bay. The Taxing District is administered by the Association. One of the enumerated purposes of the Taxing District is to provide for the maintenance of non-County owned roads in Arundel on the Bay.

18. The property owners in Arundel on the Bay, including the Plaintiffs, currently use, and historically have used, the Disputed Street for vehicular and/or pedestrian access and/or passive recreational uses such as walking, fishing, watching fireworks, or observing maritime and marine life on and about Fishing Creek.

19. Defendants have interfered with the Plaintiffs' and other lot owners' easement rights by parking automobiles on and placing wooden pillars within the Disputed Street. The Association has also been informed that Defendants are telling lot owners to leave the Disputed Street.

20. On June 1, 2019, the Association requested that Defendants immediately take steps to terminate their obstruction of the Disputed Street by removing the automobiles and the wooden pillars, to no avail.

21. On August 15, 2019, the Association again requested that Defendants take steps to

terminate their obstruction of the Disputed Street and provided a survey demonstrating that the wooden pillars placed by Defendants were within the Disputed Street.

22. Defendants' obstruction of the Disputed Street hinders free passage to the water's edge by lot owners of Arundel on the Bay and fire equipment in case of a fire. Despite the Association's demands, Defendants failed and refused to remove the obstructions they had placed within the Disputed Street.

COUNT I— QUIET TITLE
(Implied Easement)

23. Plaintiffs adopt and incorporate herein by reference the preceding paragraphs as if fully set forth herein.

24. Pursuant to Section 14-108, the Plaintiffs seek a determination that an implied easement exists in their favor and in favor of all property owners of Arundel on the Bay over the Disputed Street.

25. Arundel on the Bay is a waterfront development situated on a peninsula, and all the streets shown on recorded plats of Arundel on the Bay lead to the Chesapeake Bay, the waters of Fishing Creek and/or community waterfront recreation areas on the Chesapeake Bay. Further, Arundel on the Bay has historically been marketed to purchasers of lots within the community as a waterfront community or resort whose lot owners enjoy access to the Chesapeake Bay and/or the waters of Fishing Creek.

26. Access to the water in Arundel on the Bay is essential to the purpose of the community and the lots within it. Indeed, Plaintiffs, as property owners within Arundel on the Bay, and the other individual property owners in Arundel on the Bay, utilize the Disputed Street to reach the community waterfront areas and the waters of Fishing Creek, including but not limited to, for ingress and egress to the waterfront areas and for normal waterfront activities such as fishing, swimming, watching

fireworks and Blue Angel performances, walking and enjoying Fishing Creek and scenery and the like, as well as for maintenance and preservation.

27. There is no readily perceptible reason to have all the streets shown on the recorded plats lead to the Chesapeake Bay and/or the waters of Fishing Creek and/or community waterfront recreation areas on the Chesapeake Bay except to give the lot owners of Arundel on the Bay access to these waterfront areas for the activities described herein.

28. There clearly exists an implied easement for the benefit of the Plaintiffs and all of the lot owners within Arundel on the Bay to use the Disputed Street for the uses currently and/or historically made of the subject areas including pedestrian and/or vehicular use; and/or passive recreation such as walking, watching fireworks or generally enjoying the maritime and marine life of Fishing Creek.

29. The Defendants have interfered with the Plaintiffs' and other lot owners' easement rights over the Disputed Street. These actions include, but are not limited to, parking automobiles on and placing wooden pillars within the Disputed Street. The Association has also been informed that Defendants are telling lot owners to leave the Disputed Street.

30. All Arundel on the Bay lot owners, including the Plaintiffs, have a right of way in common over the platted streets within the community, including the Disputed Street, for access to lots, as well as to the Chesapeake Bay and Fishing Creek for normal waterfront activities, including walking, swimming and fishing, in accordance with well-established principles of Maryland property law.

31. Plaintiffs thus seek to remove any cloud from their title caused by Defendants actions and affirm their right to use the Disputed Street.

WHEREFORE, the Plaintiffs request that this Court grant the following relief:

A. Determine the rights and responsibilities of the Plaintiffs and the Defendants arising under the implied easement described herein;

B. Enter an Order declaring that the Plaintiffs and all lot owners within Arundel on the Bay have an implied easement to use the Disputed Street for the uses currently and/or historically made of the subject areas including pedestrian and/or vehicular use; maintenance and regulation of the Disputed Street and the waterfront areas and/or passive recreation such as walking, watching fireworks or generally enjoying the maritime and marine life of Fishing Creek;

C. Award the Plaintiffs costs of these proceedings.

D. Grant the Plaintiffs such other and further relief as the interests of justice require.

COUNT II—DECLARATORY RELIEF

32. Plaintiffs adopt and incorporate herein by reference the preceding paragraphs as if fully set forth herein.

33. The Plaintiffs assert that they and all the lot owners in Arundel on the Bay have a lawful right to use the Disputed Street for the uses currently and/or historically made of the subject areas including pedestrian and/or vehicular use; maintenance and regulation of the Disputed Street and the waterfront areas and/or passive recreation such as walking, watching fireworks or generally enjoying the maritime and marine life of Fishing Creek. Defendants have denied and obstructed the rights of the Plaintiffs and lot owners of Arundel on the Bay.

34. There exists an actual controversy of a practicable issue between the parties within the jurisdiction of the court involving the rights of the parties which controversy may be determined by the judgment of this court.

WHEREFORE, the Plaintiffs request that this Court grant the following relief:

A. Enter a declaratory judgment determining the rights and responsibilities of the

Plaintiffs and the Defendants arising under the implied easement described herein;

B. Find and declare that the Plaintiffs and all lot owners within Arundel on the Bay have an implied easement to use the Disputed Street for the uses currently and/or historically made of the subject areas including pedestrian and/or vehicular use; maintenance and regulation of the Disputed Street and the waterfront areas and/or passive recreation such as walking, watching fireworks or generally enjoying the maritime and marine life of Fishing Creek;

C. Award the Plaintiffs costs of these proceedings.

D. Grant the Plaintiffs such other and further relief as the interests of justice require.

COUNT III—INJUNCTIVE RELIEF

55. The Plaintiffs adopt and incorporate herein by reference the preceding paragraphs as if fully set forth herein.

56. Defendants have interfered with the Plaintiffs' and other lot owners' easement rights by parking automobiles on and placing wooden pillars within the Disputed Street.

57. The Plaintiffs and the lot owners of Arundel on the Bay have an absolute right to use the Disputed Street as described herein. Defendants' interference is contrary to the Plaintiffs' and other lot owners' easement rights.

58. Defendants were requested to remove these obstructions to permit unfettered access on the Disputed Street, which has been refused.

59. The Plaintiffs and the lot owners of Arundel on the Bay have always used, maintained, and otherwise asserted and exercised their rights to the Disputed Street.

60. The acts of Defendants have caused the Plaintiffs immediate, substantial and irreparable injury and will continue to do so until abated.

WHEREFORE, the Plaintiffs request that this Court grant the following relief:

- A. Enjoin Defendant from interfering with the Plaintiffs' and the other lot owners' use of the Disputed Street;
- B. Enjoin Defendants from altering the physical appearance or condition of the Disputed Street;
- C. Enjoin Defendants from controlling access and use to the Disputed Street by placing any obstructions within the Disputed Street;
- D. Ordering Defendants to remove any obstructions placed by Defendants on the Disputed Street, including, but not limited to, the wooden pillars and any automobiles on the Disputed Street;
- E. If Defendants fail to remove such obstructions from the Disputed Street within 30 days of the issuance of a permanent injunction, grant the Plaintiffs the right to remove any obstructions from the Disputed Street with Defendants bearing the costs of removal;
- F. Award the Plaintiffs costs of these proceedings.
- G. Grant the Plaintiffs such other and further relief as the interests of justice require.

VERIFICATION

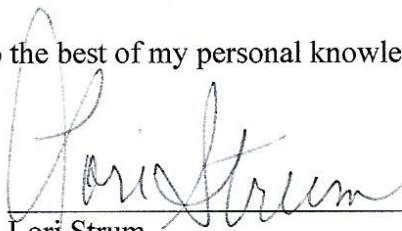
I, David Delia, am President of the Property Owners Association of Arundel on the Bay, Inc. and am duly authorized to execute this Verification under oath. I hereby swear and affirm under the penalties of perjury that the matters and facts contained herein are true and correct to the best of my personal knowledge, information and belief.



David Delia, Individually and as President of
Property Owners Association of Arundel on the
Bay, Inc.

VERIFICATION

I, Lori Strum, hereby swear and affirm under the penalties of perjury that the matters and facts contained herein are true and correct to the best of my personal knowledge, information and belief.



Lori Strum

Respectfully submitted,

COUNCIL, BARADEL,
KOSMERL & NOLAN, P.A.

By: /s/ Wayne T. Kosmerl
Wayne T. Kosmerl (CPF# 7302010002)
N. Tucker Meneely (CPF# 1012150249)
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Attorneys for Plaintiff

State of Maryland. Baltimore City, Md.

Clark Esq. before whom the aforesaid acknowledgments were made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature. In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 6th day of September A. D. 1890.

Geo Bonds
Clerk of the Superior Court of
Baltimore City.

recorded. 16 September 1890.

rec'd 15/11/1890

1890
This Deed made this ~~seventeenth~~ day of September in the year one thousand eight hundred and ninety by and between Richard M. Chase (Bachelor) of the City of Washington, Annapolis County in the State of Maryland, party of the first part and the Chesapeake and Columbia Improvement Company, a body corporate, duly incorporated under the laws of the State of Virginia, party of the second part. It is covenanted, that in consideration of the sum of one dollar to the said party of the first part paid by the said party of the second part the receipt whereof is hereby acknowledged and of other good and valuable considerations to the said party of the first part coming from the said party of the second part the said party of the first part doth grant and convey unto the said party of the second part, the successors and assigns forever in fee simple all those lots or tracts of land called "The Fishing Creek" and "Thomas Point Farm" the same being composed of the lands called "Davidgo Purchase" and part of the lands called "The Barrons" located in the Second Election District of Anne Arundel County in the State of Maryland, and contained within the following metes and bounds, courses and distances, viz: to begin for the first at a bounded stone and post heretofore set in the Marsh at the head of Fishing Creek, said stone and post being at a divisional boundary dividing the lands devised by Jeremiah A. Chase between his daughters Mrs Francis A. Lockerman and Weston Ann Chase by his last Will and Testament bearing date December 26th 1823 and opening from the said post and stone and bounding on the divisional line as defined by the said Will by a line drawn S. 70° 40' West 146 perches to a bounded stone heretofore set on the West edge of the public road leading from Thomas Point through the aforesaid lands towards Annapolis City, said stone being a boundary called for by the aforesaid Will and also the beginning boundary of part of "The Barrons" heretofore conveyed by Benjamin Dyer Esq. to Jeremiah A. Chase by Deed dated May 14th 1799 and passing from the said stone and bounding on and with the Home line of said conveyance reversely by a line drawn S. 70° 15' E. 82 perches to a bounded stone on the edge of margin of Dyer's Creek, being at the end of the last line of the aforesaid conveyance thence running down and bounding on and with the Margin of said water of said Creek and with the aforesaid conveyance reversely by the following course

EXHIBIT
A
ALL-STATE LEGAL

Distances namely S. 17° 30' E. 22 perches S. 84° 30' E. 7 perches S. 12° E. 20 perches
 S. 48° E. 10 perches S. 44° E. 44 perches S. 84° E. 20 perches S. 61° E. 20 perches S.
 75° 15' E. 13 1/2 perches S. 18° 30' N. 2 1/2 perches thence S. 89° 30' E. 15 1/2 per-
 ches to a post set near the edge or margin of the Chesapeake Bay shore
 thence running down and bounding on and with the margin of tide water
 of said Bay shore by the following courses and distances in a body S. 5° E. 2 1/2
 perches S. 113° E. 3 1/2 perches S. 18° 30' E. 40 1/2 perches S. 114° 45' E. 26 perches
 S. 14° E. 23 perches S. 12° 15' E. 16 perches S. 16° 30' E. 22 perches S. 11° E. 20 1/2
 perches S. 5° E. 18 perches S. 6° E. 9 perches S. 12° 30' E. 30 perches S. 9° 45'
 E. 22 1/2 perches S. 13° 30' E. 32 perches S. 18° 30' E. 18 1/2 perches S. 28° 15' E. 32 1/2
 perches to the south end of the beach at the present outlet of Fishing Creek into
 the Chesapeake Bay thence leaving said Bay shore and running up and bounding
 on the North sides of said Fishing Creek and with the margin of tide water of
 the same by the following courses and distances namely N. 72° 30' West 8 perches
 S. 54° N. 18 perches S. 17° 15' N. 11 perches S. 5° N. 18 1/2 perches S. 34° 15'
 N. 10 1/2 perches S. 21° 15' N. 6 perches S. 2° N. 8 perches S. 20° 45' N. 12 1/2 per-
 ches S. 47° N. 7 perches S. 77° 30' N. 5 1/2 perches S. 83° 45' N. 6 perches S. 20° N. 14
 perches S. 29° 30' N. 5 1/2 perches S. 56° 45' N. 5 1/2 perches S. 77° N. 4 perches S. 22°
 45' N. 6 perches S. 86° 15' N. 11 perches S. 75° 15' N. 10 perches S. 68° N. 15 perches
 S. 77° N. 18 1/2 perches S. 60° N. 10 perches S. 44° 30' N. 7 perches S. 56° N. 6 perches
 S. 72° N. 6 perches S. 12° 15' N. 12 perches S. 61° 15' N. 7 1/2 perches S. 39° N. 8 1/2 per-
 ches S. 75° 30' N. 9 1/2 perches S. 22° 45' N. 6 perches S. 25° E. 12 perches S. 44° 30'
 E. 7 1/2 perches S. 21° E. 7 perches S. 4° 45' N. 6 perches S. 12° E. 3 perches S. 37° 45'
 N. 18 1/2 perches S. 17° N. 5 1/2 perches S. 24° E. 6 1/2 perches due North 10 1/2 perches S.
 54° 30' E. 6 1/2 perches S. 56° 15' N. 12 1/2 perches S. 18° E. 14 perches S. 4° E. 12 perches
 S. 29° N. 11 perches S. 49° 45' N. 9 perches S. 9° N. 10 perches S. 48° 30' N. 10 1/2
 perches S. 78° N. 14 perches S. 52° N. 18 1/2 perches due West 5 perches S. 34°
 30' N. 22 perches S. 31° N. 7 1/2 perches S. 57° E. 10 1/2 perches S. 6° 30' N. 17 perches
 S. 61° 30' N. 9 1/2 perches S. 14° 45' E. 10 perches S. 86° 30' N. 12 perches thence leav-
 ing said Creek and running up and through the marsh at the head of
 said Fishing Creek by a line drawn S. 15° 45' N. 28 perches to the beginning
 post and thence containing 273 1/2 Acres of lands to be The second tract is
 known as "Thomas South Island" and is composed of part of the lands called
 Davids Purchase and which part is contained within the following metes
 and bounds. Courses and distances namely. Beginning at a marked gum tree
 on the South side of Fishing Creek standing about 4 1/2 perches from the mar-
 gin or tide water of said Creek, said tree being a boundary of the lot of
 ground heretofore sold and conveyed by Abraham J. Chase to the United
 States by deed bearing date August 26th 1824 and running from the said gum
 tree and bounding on said lot of ground by a line drawn S. 35° N. 4 1/2 per-
 ches to the margin or tide water of the aforesaid Fishing Creek thence running
 down and bounding on the South side of said Creek and with the margin
 or tide water of the same by the following courses and distances. Namely
 S. 40° N. 17 1/2 perches S. 56° N. 6 perches S. 79° 30' N. 13 1/2 perches S. 68° 45'
 N. 17 1/2 perches S. 83° N. 8 perches S. 71° N. 8 perches S. 60° N. 15 perches
 S. 53° 30' N. 14 perches S. 46° N. 2 1/2 perches S. 39° 30' N. 45 perches S.
 84° N. 22 perches S. 49° 30' N. 14 perches S. 84° 45' N. 7 1/2 perches S. 64°
 15' N. 5 1/2 perches S. 49° 30' N. 7 1/2 perches S. 75° 15' N. 12 perches S. 52°
 N. 11 perches S. 70° 30' N. 4 perches S. 68° 15' N. 11 1/2 perches S. 88° N.
 S. 115° N. 1 perches S. 60° 30' N. 6 perches S. 31° 15' E.

3 1/2 perches N. 87° 15' E. 11 1/2 perches N. 24° 45' E. 4 perches N. 29° 30' N. 4 1/2 perches to the gut or original outlet of the aforesaid Fishing Creek into South River, thence running with the said outlet as follows N. 87° 30' N. 4 perches, N. 63° N. 1 1/2 perches to the aforesaid South River, thence running down, and bounding on and with the margin or tide water of said river by the following courses and distances namely, S. 18° 15' N. 11 perches N. 3° N. 34 perches N. 16° 15' N. 12 1/2 perches N. 23° 45' N. 11 1/2 perches N. 2° N. 8 perches to a point called Marohy Point, still bounding on said river N. 66° 15' E. 10 perches N. 81° E. 27 1/2 perches N. 73° 15' E. 46 perches N. 72° E. 46 perches S. 83° E. 17 perches N. 81° 30' E. 7 1/2 perches due East 17 perches N. 58° E. 9 perches N. 78° E. 22 1/2 perches N. 73° 30' E. 30 perches thence N. 74° 30' E. 40 1/2 perches to the aforesaid lot of ground sold and conveyed by Jeremiah S. Chase to the United States, thence running with and bounding on said lot by a line drawn N. 24° 15' N. 16 perches to the beginning again. Containing and laid off for 71 acres of land &c.

subject to the right of way granted to the United States by the aforesaid deed to it. Being the same tracts or parcels of land which were conveyed to Jeremiah S. Chase by the two following respective deeds viz Deed dated May 15th 1789 from David's Bridge to Jeremiah S. Chase for David's Purchase recorded in Liber S. S. to 1 folio 361 one of the Land Record books of the Old General Court of Maryland now preserved and remaining in the Land Office of Maryland, and Deed dated May 14th 1792 from Benjamin Ogil to Jeremiah S. Chase for a part of the lands called 'The Barren' recorded in Liber S. S. to 2 folios 512. also one of the Land Record books of the Old General Court of Maryland and remaining in the Land Office of Maryland being also the same parcels of land devised by the said Jeremiah S. Chase to his daughter Hester Ann Chase by his last Will and Testament bearing date December 26th 1823 and recorded in Liber S. S. folio 362 one of the record books of Wills in the office of the Register of Wills for Anne Arundell County; and the same parcels of land devised by the said Hester Ann Chase to her next Matilda Chase by her last Will and Testament bearing date March 17th 1872 recorded in Liber S. S. to 1 folio 289. one of the record books of Wills in the office of the Register of Wills for Anne Arundell County; and being also the same parcels of land which were inherited by Mrs Hester Ann Ridout formerly Chase, as the only surviving heir at law of her sister Matilda Chase, and by the said Hester Ann Ridout devised to the said Richard M. Chase, the party of the first part hereto, by her last Will and Testament bearing date May 24th 1886. and recorded in Liber S. S. to 1 folio 300 one of the Record Books of Wills in the office of the Register of Wills for Anne Arundell County. Together with the buildings and improvements thereupon erected and the rights, ways, waters, water rights, privileges and appurtenances and advantages thereto belonging or in anywise appertaining. To Have and to Hold the tracts of lands and premises above described, and hereby mentioned to be granted and conveyed with the right and appurtenances aforesaid, unto the said party of the second part, its successors and assigns forever in fee simple. And the said party of the first part covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of deed as may be requisite Witness the hand and seal of the above named grantor

Wm. H. Gapanay

Richard M. Chase Seal

510

not mailed to David A. ...
2 Oct 1890

State of Maryland, Anne Arundel County, Oct.
I Herely Certify that on this 17th day of September in the year one thousand
eight hundred and ninety before me the underscriber a Justice of the Peace
of the State of Maryland, in and for Anne Arundel County aforesaid
personally appeared Richard M. Chadwick the grantor in the foregoing Deed and
acknowledged the same to be his act.

A. H. Gapanay, J. P.

recorded 17th Sep 1890.

This Deed made this eleventh day of September A. D. 1890. between
John R. Lee and Mary E. Lee his wife his wife of Anne Arundel County
in the State of Maryland, of one part and William Martin of Baltimore
City in said State of the other part. Witnesses that for and in considera-
tion of the sum of one thousand dollars the receipt whereof is hereby
acknowledged, the said John R. Lee and Mary E. Lee, his wife do grant and
convey unto said William Martin his heirs and assigns in fee simple all
that lot or parcel of ground, situate and being in the eighth district of Anne
Arundel County in the State aforesaid and described as follows, that is to
say, all that lot of ground designated on a plan and survey filed in a
cause in the Circuit Court for Anne Arundel County, in Equity between
Harriet S. Parrish Complainant and Sarah A. Parrish et al Defendants as
lot No 6, and beginning at a stake by the road corner of lots Nos 5, 6, 7 & 8
thence North 27° East 15 perches to a stake at the shore of Parrishs Creek, then
with the shore line of the Creek the five following courses, viz North 82° 15'
West 4 1/4 perches North 21° West 11 perches, South 88° West 7 perches, South 24° West
15 1/2 perches North 79° 30' West to a stake corner of lots Nos 3, 4, 5, & 6, then with
the road South 65° East 24 perches to the stake at corner of lots 5, 6, 7 & 8.
Containing one acre three rods and thirty two perches more or less being
the same lot of ground described in a deed from James Rindly trustee to said
John R. Lee, dated April 27, 1880, and recorded among the Land Records
of Anne Arundel County in Liber S. H. No 15 folio 535. Together with the imp-
rovements thereupon made or being and all the rights, advantages and
appurtenances thereto belonging or in any wise appertaining, do have
and do hold said described lot of ground and premises unto the said use
of said William Martin, his heirs and assigns forever in fee simple
and the said grantors covenant that they will warrant especially the property
hereby granted and that they will execute such further assurances as
may be requisite. Witness the hands and seals of said grantors.

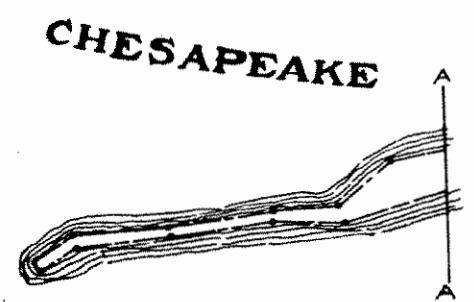
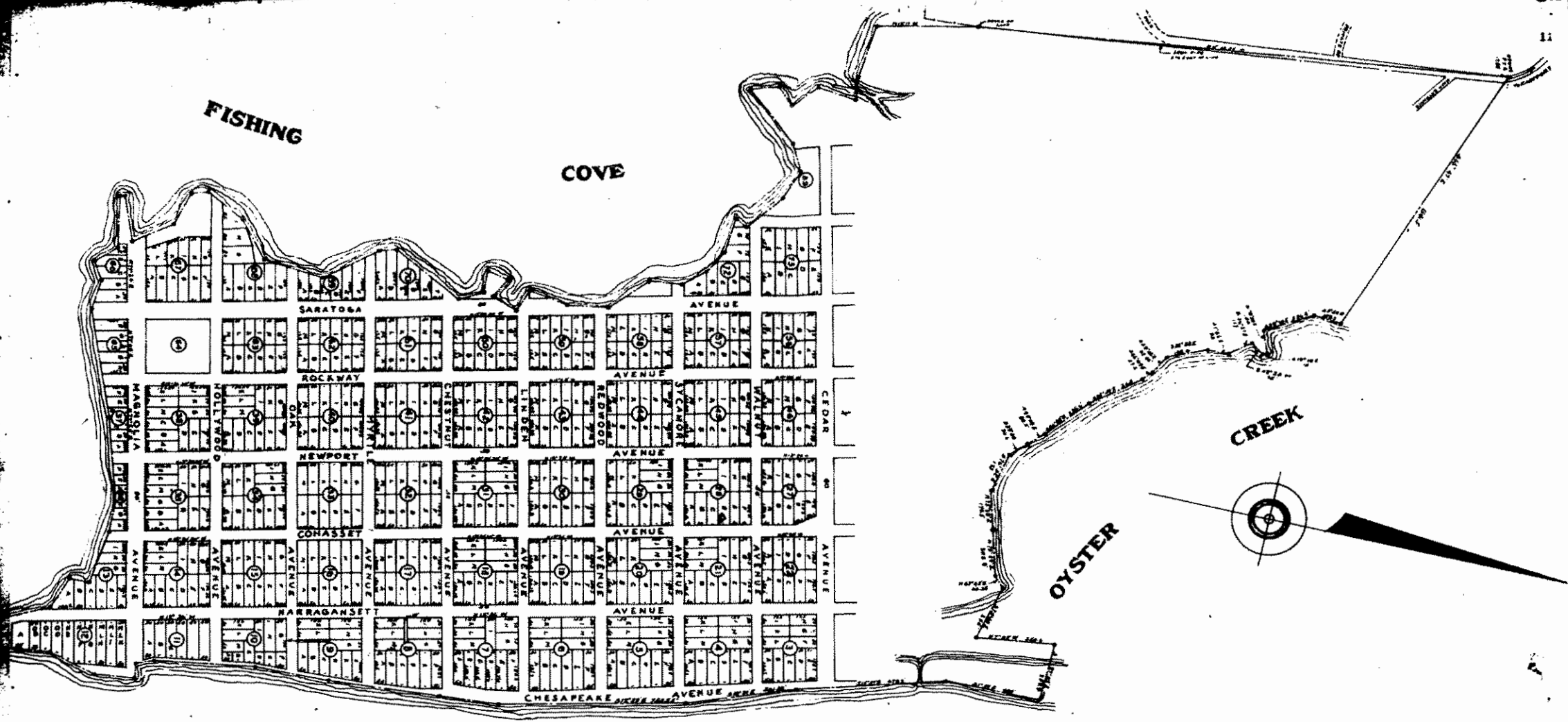
not del to Mr. Shaffer
for Mr. Martin

John R. Lee }
Mary E. Lee }

John R. Lee (Seal)
Mary E. Lee (Seal)

State of Maryland, Anne Arundel County to wit
I Herely Certify that on this eleventh day of September A. D. 1890. before
me the underscriber a Justice of the Peace of the State of Maryland in and
for said County personally appeared John R. Lee and Mary E. Lee
his wife & regularly acknowledged the foregoing deed to be their respective
act recorded 18th Sept 1890.

A. H. Gapanay, J. P.



CHESAPEAKE

BAY

CABINET No. /
 ROD No. A-3
 PLAT No. //
 Anne Arundel Co.

ARUNDEL ON THE BAY

"REVISED PLAT"
 ANNE ARUNDEL COUNTY, MD.

J. REVELL CARR, COUNTY SURVEYOR
 ANNAPOLIS, MARYLAND
 MAY 1892. SCALE 1"=100'

DRAWN BY ARCHIBUT
 MEREDITH LUMBER CO

OWNERS
 ANNAPOLIS, MD.

Filed 15th Aug
 (No 442)

EXHIBIT C

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER _____

CASE NAME: Prop. Owners Assn Arundel on the Bay vs. Maurice B. Tose/Teresa M. Layden
Plaintiff Defendant

PARTY'S NAME: Property Owners Association Arundel on the Bay, Inc PHONE: _____

PARTY'S ADDRESS: PO Box 4665, Annapolis, MD 21403

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Wayne Kosmerl/N Tucker Meneely PHONE: 410-268-6600

PARTY'S ATTORNEY'S ADDRESS: 125 West Street, Fourth Floor, Annapolis, MD 21401

PARTY'S ATTORNEY'S E-MAIL: Kosmerl@CouncilBaradel.com Meneely@CouncilBaradel.com

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours 2 days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal

Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

- | | | | |
|---|--|---|---|
| <p>TORTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input type="checkbox"/> Misrepresentation <input type="checkbox"/> Motor Tort <input type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death <p>CONTRACT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Breach <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Confessed Judgment (Cont'd) <input type="checkbox"/> Construction <input type="checkbox"/> Debt <input type="checkbox"/> Fraud | <ul style="list-style-type: none"> <input type="checkbox"/> Government <input type="checkbox"/> Insurance <input type="checkbox"/> Product Liability <p>PROPERTY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over | <p>PUBLIC LAW</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Mncpl Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn. <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari <p>EMPLOYMENT</p> <ul style="list-style-type: none"> <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination <p>INDEPENDENT PROCEEDINGS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance | <ul style="list-style-type: none"> <input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> Dist Ct Mtn Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Atty <input type="checkbox"/> Subpoena Issue/Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution/Removal <input type="checkbox"/> Witness Appearance-Compel <p>PEACE ORDER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Peace Order <p>EQUITY</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input checked="" type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus <p>OTHER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured Settlements |
|---|--|---|---|

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- Under \$10,000 \$10,000 - \$30,000 \$30,000 - \$100,000 Over \$100,000
- Medical Bills \$ _____ Wage Loss \$ _____ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

- Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
- | | | | |
|----------------|--|--------------------------|--|
| A. Mediation | <input type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes <input type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- | | |
|--|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input checked="" type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

- Expedited** - Trial within 7 months of Defendant's response **Standard** - Trial within 18 months of Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short Trial 210 days from first answer.
- Civil-Standard Trial 360 days from first answer.
- Custom Scheduling order entered by individual judge.
- Asbestos Special scheduling order.
- Lead Paint Fill in: Birth Date of youngest plaintiff
- Tax Sale Foreclosures Special scheduling order.
- Mortgage Foreclosures No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited Attachment Before Judgment, Declaratory Judgment (Simple),
(Trial Date-90 days) Administrative Appeals, District Court Appeals and Jury Trial Prayers,
Guardianship, Injunction, Mandamus.
- Standard Condemnation, Confessed Judgments (Vacated), Contract, Employment
(Trial Date-240 days) Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort,
Other Personal Injury, Workers' Compensation Cases.
- Extended Standard Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or
(Trial Date-345 days) Personal Injury Cases (medical expenses and wage loss of \$100,000, expert
and out-of-state witnesses (parties), and trial of five or more days), State
Insolvency.
- Complex Class Actions, Designated Toxic Tort, Major Construction Contracts, Major
(Trial Date-450 days) Product Liabilities, Other Complex Cases.

November 8, 2019
.....
Date
125 West Street, Fourth Floor
.....
Address
Annapolis MD 21401
.....
City State Zip Code

/s/ Wayne T. Kosmerl
.....
Signature of Counsel / Party
Wayne T. Kosmerl
.....
Printed Name

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER _____
 (Clerk to insert)

CASE NAME: _____ Plaintiff vs. _____ Defendant

PARTY'S NAME: _____ **PHONE:** _____

PARTY'S ADDRESS: _____

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: _____ **PHONE:** _____

PARTY'S ATTORNEY'S ADDRESS: _____

PARTY'S ATTORNEY'S E-MAIL: _____

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal

Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- Asbestos
- Assault and Battery
- Business and Commercial
- Conspiracy
- Conversion
- Defamation
- False Arrest/Imprisonment
- Fraud
- Lead Paint - DOB of Youngest Plt: _____
- Loss of Consortium
- Malicious Prosecution
- Malpractice-Medical
- Malpractice-Professional
- Misrepresentation
- Motor Tort
- Negligence
- Nuisance
- Premises Liability
- Product Liability
- Specific Performance
- Toxic Tort
- Trespass
- Wrongful Death

CONTRACT

- Asbestos
- Breach
- Business and Commercial
- Confessed Judgment
- (Cont'd)
- Construction
- Debt
- Fraud

- Government
- Insurance
- Product Liability
- PROPERTY**
- Adverse Possession
- Breach of Lease
- Detinue
- Distress/Distrain
- Ejectment
- Forcible Entry/Detainer
- Foreclosure
- Commercial
- Residential
- Currency or Vehicle
- Deed of Trust
- Land Installments
- Lien
- Mortgage
- Right of Redemption
- Statement Condo
- Forfeiture of Property / Personal Item
- Fraudulent Conveyance
- Landlord-Tenant
- Lis Pendens
- Mechanic's Lien
- Ownership
- Partition/Sale in Lieu
- Quiet Title
- Rent Escrow
- Return of Seized Property
- Right of Redemption
- Tenant Holding Over

PUBLIC LAW

- Attorney Grievance
- Bond Forfeiture Remission
- Civil Rights
- County/Mncpl Code/Ord
- Election Law
- Eminent Domain/Condemn.
- Environment
- Error Coram Nobis
- Habeas Corpus
- Mandamus
- Prisoner Rights
- Public Info. Act Records
- Quarantine/Isolation
- Writ of Certiorari

EMPLOYMENT

- ADA
- Conspiracy
- EEO/HR
- FLSA
- FMLA
- Workers' Compensation
- Wrongful Termination

INDEPENDENT PROCEEDINGS

- Assumption of Jurisdiction
- Authorized Sale
- Attorney Appointment
- Body Attachment Issuance
- Commission Issuance

- Constructive Trust
- Contempt
- Deposition Notice
- Dist Ct Mtn Appeal
- Financial
- Grand Jury/Petit Jury
- Miscellaneous
- Perpetuate Testimony/Evidence
- Prod. of Documents Req.
- Receivership
- Sentence Transfer
- Set Aside Deed
- Special Adm. - Atty
- Subpoena Issue/Quash
- Trust Established
- Trustee Substitution/Removal
- Witness Appearance-Compel

PEACE ORDER

- Peace Order

EQUITY

- Declaratory Judgment
- Equitable Relief
- Injunctive Relief
- Mandamus

OTHER

- Accounting
- Friendly Suit
- Grantor in Possession
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- | | | | |
|--|---|--|---|
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- | | |
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|---|---|

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Insolvency.
- Complex
(Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major
Product Liabilities, Other Complex Cases.

.....
Date

.....
Signature of Counsel / Party

.....
Address

.....
Printed Name

.....
City State Zip Code