

After Recording Please Return To:
CAMBRIDGE TITLE COMPANY, LLC
311 High Street
Cambridge, MD 21613
410-228-1911
CT12-236

IMP FD SUR CH 40.00
RECORDING FEE 20.00
RECORD TAX 8,800.00
TR TAX COUNTY 6,600.00
TR TAX STATE 4,400.00
TOTAL 19,800.00
Res# DC02 Rcpt # 23181
AC KC Bk # 489
Oct 19, 2012 03:31 PM

DEED

**FROM: MARY JOANNE CULLEN CARROCCIO and
BARBARA VIRGINIA CULLEN PALMER
Personal Representatives of the Estate of
MARY VIRGINIA CULLEN**

**TO: RICHARD JUSTIN PALMER
As Sole Owner**

THIS DEED, made this 18th day of **OCTOBER**, in the year Two Thousand Twelve (2012), by **MARY JOANNE CULLEN CARROCCIO and BARBARA VIRGINIA CULLEN PALMER Personal Representatives of the Estate of MARY VIRGINIA CULLEN**, a resident of the State of Maryland, hereinafter "Grantor" and **RICHARD JUSTIN PALMER**, hereinafter "Grantee."

WHEREAS, the said **MARY VIRGINIA CULLEN** departed this life on January 23, 2012, seized and possessed of the property described hereinbelow and intended to be conveyed by this deed; and

WHEREAS, the said Mary Joanne Cullen Carroccio and Barbara Virginia Cullen Palmer, were appointed Personal Representatives of the Estate of Mary Virginia Cullen by the Orphans' Court for Dorchester County, Maryland, by Administrative Order dated January 31, 2012, in Estate No. 13983; and

WHEREAS, pursuant to the powers and authority granted unto the Personal Representatives, pursuant to Sections 7-301 and 3-101 of the Estates and Trusts Article of the Annotated Code of Maryland, this Deed is executed; and

WITNESSETH, that for and in consideration of the sum of EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$880,000.00), and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the said **GRANTORS** do hereby grant, assign and convey unto **RICHARD JUSTIN PALMER**, as sole owner, and to his personal representatives, heirs and assigns, in fee simple, the following described property:

ALL that part of the property known as "Green Point" situated on the Great Choptank and Warwick Rivers near the Town of Secretary in East New Market Election District, Dorchester County, State of Maryland, it being the same property that was conveyed unto O'Kelley W. Myers and Marie B. Myers, his wife, by deed dated June 5, 1944, from James B. Breese, and recorded among the Land Record Books of Dorchester County, State of Maryland, in Liber R.S.M. No. 49, Folio 451, in said deed the property hereby granted and conveyed is herein and therein more fully and particularly described as follows:

BEGINNING for the same at an iron rod driven in the ground on the East side of the lane leading to Green Point and on the line of the fence in front of the Joseph W. Phelps Property said iron rod being the boundary between the land hereby conveyed and the said Phelps property; thence runs with the East side of the said lane North 45 degrees 15 minutes West, 687.5 feet to a post; then leaving said Lane runs North 26 degrees 25 feet West 761 feet to a post; thence runs North 45 degrees 15 minutes West 300 feet to a post on the shore of the Warwick River; thence runs with the shore of Warwick River in about an Easterly direction to a ditch or gut that runs up in the marsh on the East side of the land hereby conveyed; thence runs with said ditch or gut up in the marsh, across a pond and then with the middle of the marsh to a marked pine tree or the west side of the marsh; thence South 16 degrees 30 minutes East 199 feet; and thence South 7 degrees 45 minutes East 259 feet to the place of beginning, containing 10 acres more or less.

BEING the same land and property which was conveyed unto George Starkey Cullen and Mary Virginia Cullen, his wife, as tenants by the entireties, by Marie B. Myers, by deed dated April 23, 1959, and recorded among the Land Records for Dorchester County, Maryland in Liber No. 114, Folio 163. The said George Starkey Cullen having predeceased Mary Virginia Cullen, thereby vesting fee simple absolute title unto Mary Virginia Cullen, as surviving tenant by the entirety.

THE improvements being known and designated as **3618 Green Point Road, East New Market, Maryland.**

SAVING AND EXCEPTING THEREFROM, all of that lot, piece or parcel of property which was conveyed unto Kenneth T. Chandler and Mary m. Chandler by Mary Joanne Cullen Carroccio and Barbara Virginia Cullen Palmer, Personal Representatives of the Estate of Mary Virginia Cullen, by deed dated February 24, 2012,

and recorded among the Land Records for Dorchester County, Maryland, in Liber No. 1074, Folio 258, which parcel is described therein as follows:

ALL that portion of grantor's property which lies southwesterly of the new line of division between the parcel of property designated as "**Lands of MARY VIRGINIA CULLEN**" and the parcel of property designated as "**Lands Of KENNETH T. CHANDLER MARY M. CHANDLER**" as shown and delineated upon the PLAT, which new line of division is delineated on the PLAT entitled "**Boundary Line Agreement Between the Lands of Mary Virginia Cullen and Kenneth T. & Mary M. Chandler, in the Second Election District, Dorchester County, Maryland,**" dated January, 2003, prepared by McCrone, which plat is recorded among the Plat Records for Dorchester County, Maryland in Plat Liber No. 49, folio 108, which new line of division is delineated on the aforesaid PLAT as "Property Line Hereby Established by Agreement."

REFERENCE to said plats, deeds and preceding deeds and the references therein contained, is hereby made for a more particular description of the property hereby conveyed. Any discrepancies or ambiguities in the foregoing description are to be resolved by reference to the aforementioned plat which shall take priority over the description contained herein.

SUBJECT, HOWEVER, to a Right of First Refusal granted unto Mary Joanne Cullen Carroccio by Richard Justin Palmer, by instrument of even date herewith and recorded among the Land Records for Dorchester County, Maryland, simultaneously with the recording of these presents.

TOGETHER with the buildings and improvements upon the land described and hereby intended to be conveyed, and all of the rights, privileges, advantages, roads, ways, alleys, waters, easements and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said tract or parcel of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of said Grantee, as sole owner, and to his personal representatives, heirs and assigns, in fee simple.

AND the said GRANTORS do hereby agree to execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the Grantor.

WITNESS:

[Handwritten Signature]

Mary Joanne Cullen Carroccio
Mary Joanne Cullen Carroccio
Personal Representative of the Estate of
Mary Virginia Cullen
Estate No. 13983

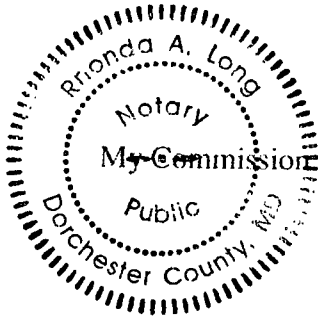
Nicole Z. John
Amy P. Martini

Barbara Virginia Cullen Palmer (Seal)
Barbara Virginia Cullen Palmer
Personal Representative of the Estate of
Mary Virginia Cullen
Estate No. 13983

STATE OF MARYLAND, Dorchester COUNTY, TO WIT:

I hereby certify that on this 12th day of October, in the year Two Thousand Twelve (2012), before the subscriber, a Notary Public in and for the State of Maryland and the County aforesaid, personally appeared Mary Joanne Cullen Carroccio, Personal Representative of the Estate of Mary Virginia Cullen, known to me to be the persons who subscribed the within and foregoing Deed as Personal Representative of the Estate of Mary Virginia Cullen, and acknowledged that she executed the same for purposes therein contained.

Witness my hand and Notarial Seal:



Rhonda A. Long
Notary Public

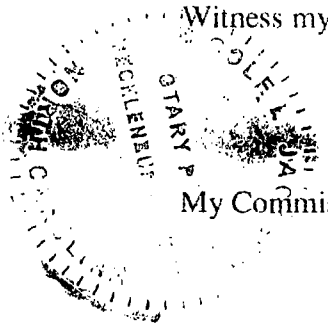
Expires: 7/18/15

CERTIFICATION IS MADE THAT THE TAXES
ARE PAID ON THE PROPERTY INDICATED ON
THIS DEED OF CONVEYANCE
DORCHESTER COUNTY, MD
Pamela R. Brodeur 10-19-12

STATE OF North Carolina Mecklenburg COUNTY, TO WIT:

I hereby certify that on this 1st day of October, in the year Two Thousand Twelve (2012), before the subscriber, a Notary Public in and for the State of North Carolina and the County aforesaid, personally appeared Barbara Virginia Cullen Palmer, Personal Representative of the Estate of Mary Virginia Cullen, known to me to be the persons who subscribed the within and foregoing Deed as Personal Representative of the Estate of Mary Virginia Cullen, and acknowledged that she executed the same for purposes therein contained.

Witness my hand and Notarial Seal:



Nicole L. Jackson
Notary Public, Nicole L. Jackson

My Commission Expires: 8/7/2017

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY that this instrument was prepared by the undersigned, an attorney duly licensed and authorized to practice law before the Court of Appeals of Maryland.

Robert S. Collison, Esq.
Robert S. Collison, Esq.

Agricultural Transfer Tax in the
Amount of \$ As App'd/letter of 10/15/12
Signature Diana Scoville
MT 10/15/12

RECEIVED FOR TRANSFER
State Department Of Assessments
& Taxation for Dorchester County
Diana Scoville
By Diana Scoville Date MT 10/19/12

DORCHESTER COUNTY CIRCUIT COURT (Land Records) AJC 1111, p. 0266, MSA_CE47_930. Date available 10/26/2012. Printed 03/26/2022.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Dorchester
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

LIBER 1111 FOLIO 267

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)			
	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	
	<input checked="" type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease			
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]
3	Tax Exemptions (if applicable)	Recordation			
	Cite or Explain Authority	State Transfer			
		County Transfer			

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only			
				Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$ 880,000.00	Transfer Tax Consideration	\$		
		Any New Mortgage	\$ 440,000.00	X () % =	\$		
		Balance of Existing Mortgage	\$	Less Exemption Amount	-	\$	
		Other:	\$	Total Transfer Tax	=	\$	
		Other:	\$	Recordation Tax Consideration	\$		
Full Cash Value:	\$	X () per \$500 =	\$				
		TOTAL DUE	\$				

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:	
		Recording Charge	\$ 20.00	\$ 20.00		Tax Bill:
		Surcharge	\$ 40.00	\$ 40.00		
		State Recordation Tax	\$ 8,800.00	\$		C.B. Credit:
		State Transfer Tax	\$ 4,400.00	\$		
		County Transfer Tax	\$ 6,600.00	\$		Ag. Tax/Other:
		Other	\$ 60.00	\$		
		Other	\$	\$		

6	Description of Property	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).
		District 02 Property Tax ID No. (1) 020912 Grantor Liber/Folio 1074/258 Map 21 Parcel No. 49 Var. LOG <input type="checkbox"/> (5)
		Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)
		with improvements: 3618 Green Point Road, East New Market, Maryland
		Other Property Identifiers (if applicable) Water Meter Account No.
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:
		If Partial Conveyance, List Improvements Conveyed:

7	Transferred From	Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
		The Estate of Mary Virginia Cullen	
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	Doc. 2 – Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
		Richard Justin Palmer	
		New Owner's (Grantee) Mailing Address	
		8 Spruce Street, Apt. 74-H, New York, NY 10038	

9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Robert S. Collison		<input type="checkbox"/> Hold for Pickup
		Firm Cambridge Title Company		<input type="checkbox"/> Return Address Provided
		Address: 311 High Street, Cambridge, MD 21613		
		Phone: (410) 228-1911		

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

Assessment Use Only – Do Not Write Below This Line						
Terminal Verification		Agricultural Verification		Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:		
Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	
REMARKS:						

Space Reserved for County Validation

DORCHESTER COUNTY CIRCUIT COURT (Land Records) A/JC 1111, p. 0267, MSA CE47 930, Date available 10/26/2012, Printed 03/26/2022.

RIGHT OF FIRST REFUSAL

FROM: RICHARD JUSTIN PALMER
TO: MARY JOANNE CULLEN CARROCCIO
MATTHEW THOMAS CARROCCIO
CHARLES SAMUEL CARROCCIO
PAUL CULLEN CARROCCIO
JOHN STARKEY CARROCCIO
CHRISTOPHER BRENNAN CARROCCIO

TMP FD SUR CH 40.00
RECORDING FEE 20.00
TOTAL 60.00
Reg# DC02 Rcpt # 23181
AC KC Blk # 410
Oct 19, 2012 03:32 PM

18th THIS RIGHT OF FIRST REFUSAL AGREEMENT, made in duplicate, this day of OCTOBER, 2012, by RICHARD JUSTIN PALMER, hereinafter "PALMER."

WHEREAS, PALMER is the owner of a parcel of real property, the improvements being known and designated as 3618 Green Point Road, and "The Carriage House known as 3620 Green Point Road, East New Market, Maryland, and being more particularly described as follows (hereinafter the "Property"):

ALL that part of the property known as "Green Point" situated on the Great Choptank and Warwick Rivers near the Town of Secretary in East New Market Election District, Dorchester County, State of Maryland, it being the same property that was conveyed unto O'Kelley W. Myers and Marie B. Myers, his wife, by deed dated June 5, 1944, from James B. Breese, and recorded among the Land Record Books of Dorchester County, State of Maryland, in Liber R.S.M. No. 49, Folio 451, in said deed the property hereby granted and conveyed is herein and therein more fully and particularly described as follows:

BEGINNING for the same at an iron rod driven in the ground on the East side of the lane leading to Green Point and on the line of the fence in front of the Joseph W. Phelps Property said iron rod being the boundary between the land hereby conveyed and the said Phelps property; thence runs with the East side of the said lane North 45 degrees 15 minutes West, 687.5 feet to a post; then leaving said Lane runs North 26 degrees 25 feet West 761 feet to a post; thence runs North 45 degrees 15 minutes West 300 feet to a post on the shore of the Warwick River; thence runs with the shore of Warwick River in about an Easterly direction to a ditch or gut that runs up in the marsh on the East side of the land hereby conveyed; thence runs with said ditch or gut up in the marsh, across a pond and then with the middle of the marsh to a marked pine tree or the west side of the marsh; thence South 16 degrees 30 minutes East 199 feet; and thence South 7 degrees 45 minutes East 259 feet to the place of beginning, containing 10 acres more or less.

DORCHESTER COUNTY CIRCUIT COURT (Land Records) AJC 1111, p. 0268, MSA_CE47_930. Date available 10/26/2012. Printed 03/26/2022.

BEING the same land and property which was conveyed unto George Starkey Cullen and Mary Virginia Cullen, his wife, as tenants by the entireties, by Marie B. Myers, by deed dated April 23, 1959, and recorded among the Land Records for Dorchester County, Maryland in Liber No. 114, Folio 163. The said George Starkey Cullen having predeceased Mary Virginia Cullen, thereby vesting fee simple absolute title unto Mary Virginia Cullen, as surviving tenant by the entirety.

THE improvements being known and designated as **3618 Green Point Road, East New Market, Maryland.**

SAVING AND EXCEPTING THEREFROM, all of that lot, piece or parcel of property which was conveyed unto Kenneth T. Chandler and Mary M. Chandler by Mary Joanne Cullen Carroccio and Barbara Virginia Cullen Palmer, Personal Representatives of the Estate of Mary Virginia Cullen, by deed dated February 24, 2012, and recorded among the Land Records for Dorchester County, Maryland, in Liber No. 1074, Folio 258, which parcel is described therein as follows:

ALL that portion of grantor's property which lies southwesterly of the new line of division between the parcel of property designated as "**Lands of MARY VIRGINIA CULLEN**" and the parcel of property designated as "**Lands Of KENNETH T. CHANDLER MARY M. CHANDLER**" as shown and delineated upon the PLAT, which new line of division is delineated on the PLAT entitled "**Boundary Line Agreement Between the Lands of Mary Virginia Cullen and Kenneth T. & Mary M. Chandler, in the Second Election District, Dorchester County, Maryland,**" dated January, 2003, prepared by McCrone, which plat is recorded among the Plat Records for Dorchester County, Maryland in Plat Liber No. 49, folio 108, which new line of division is delineated on the aforesaid PLAT as "Property Line Hereby Established by Agreement."

WHEREAS, PALMER desires to grant unto the following individuals, jointly and/or severally, for a period of TWENTY (20) years, beginning on the date hereof and expiring on the TWENTIETH (20th) anniversary of the date hereof, a right of first refusal to purchase the Property on the terms and conditions set forth herein: **MARY JOANNE CULLEN and her five sons: CARROCCIO, MATTHEW THOMAS CARROCCIO, CHARLES SAMUEL CARROCCIO, PAUL CULLEN CARROCCIO, JOHN STARKEY CARROCCIO and CHRISTOPHER BRENNAN CARROCCIO** (hereinafter referred to collectively as "CARROCCIO").

NOW, THEREFORE, WITNESSETH, that for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, PALMER hereby agrees and covenants as follows:

1. If, at any time during the term of this Agreement, PALMER shall desire to offer to sell the Property or any part thereof, or shall take any formal action to list the property for sale, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof which the PALMER desires to accept, then PALMER, before marketing the property, or making or accepting the offer, as the case may be, shall send to CARROCCIO, by certified mail at the address listed hereinbelow, written notice of the marketing or offer, and advising CARROCCIO of his/her/their right to purchase the property, pursuant to the terms of this Agreement. In the event CARROCCIO declines to purchase the property for the initial listing price, and PALMER subsequently receives a bona fide offer from a third party, PALMER shall first offer the property to CARROCCIO prior to accepting said offer.
2. CARROCCIO shall have the right, within **thirty (30) days** of the receipt of the written notice from PALMER, to formally exercise his/her/their right to purchase the property under the terms of this Agreement. In the event CARROCCIO elects to purchase the property, CARROCCIO must notify PALMER of his/her/their election by forwarding written notice to PALMER, by certified mail, within the said thirty (30) day period.
3. In the event CARROCCIO elects to purchase the property, then CARROCCIO must notify PALMER of his/her/their election by forwarding written notice to PALMER, by certified mail, within the said thirty (30)-day period. CARROCCIO shall be obligated to comply with the same terms and conditions of the bona fide offer which PALMER was willing to accept. In the event that CARROCCIO shall exercise its option to purchase upon the notification by PALMER of PALMER'S formal action to list the property for sale, then CARROCCIO shall so notify PALMER of its desire to purchase the property and shall submit a formal written contract of sale which provides for a settlement date within SIXTY (60) days from the date of notification of CAARROCCIO'S intent to exercise its option, and shall provide that all costs associated with the purchase of the Property shall be borne solely CARROCCIO, as Buyer, with the exception of Recordation Stamps, State Transfer Taxes and County Taxes which shall be shared equally between PALMER and CARROCCIO.
4. In the event the CARROCCIO elects NOT to purchase the property, then CARROCCIO shall so notify PALMER, in writing, via certified mail, within the said thirty (30) day period. In the event CARROCCIO declines to purchase the property for the initial listing price, and PALMER subsequently receives a bona fide offer from a third party, PALMER shall first offer the property to CARROCCIO prior to accepting said offer.
5. Failure of CARROCCIO to notify PALMER of CARROCCIO'S election within the said thirty (30) day period, shall constitute an election not to

purchase the property. In the event CARROCCIO is deemed to have declined to purchase the property for the initial listing price, and PALMER subsequently receives a bona fide offer from a third party, PALMER shall first offer the property to CARROCCIO prior to accepting said offer.

6. If CARROCCIO elects not to purchase the property by matching the terms of a bona fide offer, pursuant to the paragraphs nos. 4 and 5 above, then this Agreement shall be deemed null and void, and of no further legal effect, and PALMER shall be free to accept the bona fide offer of the third party and sell the Property to the said third party. It is further expressly provided that CARROCCIO elects not to purchase the Property, and upon the expiration of the said 30-day period, PALMER or his personal representatives, heirs and assigns, may file a written instrument among the Land Record Books for Dorchester County, Maryland, in recordable form together with the deed which transfers the property to the third party offeror pursuant to the terms of the offer which was deemed declined by CARROCCIO, including the Certified Mail Receipt and further certifying, under oath, that the notice provisions of this Agreement have been complied with and that CARROCCIO has elected not to exercise his/her/their option to purchase the Property on the terms of , and the recordation of such instrument shall operate as a complete and unconditional release of this Right of First Refusal with the same legal effect as a release executed by CARROCCIO. The terms of this provision shall apply to each and every offer, if any, received by PALMER.
7. PALMER shall only be required to provide notice to the one address of CARROCCIO as set forth herein, or to a replacement address provided to PALMER by CARROCCIO. PALMER shall not be obligated to provide separate notices to each of the individuals collectively referred to herein as CARROCCIO.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs and assigns.
9. The Right of First Refusal granted herein shall be held by CARROCCIO, jointly and severally among them.
10. All notices made pursuant to this Agreement shall be deemed given on the third business day after the same is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, addressed as follows:

If to PALMER: Richard Justin Palmer
8 Spruce Street, Apt. 74-H
New York, NY 10038

If to CARROCCIO: Mary JoAnne Cullen Carroccio