Circuit Court for Anne Arundel County
Case No. C-02-CV-001517

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 193

September Term, 2024

HARRISON CHAIRES

v.

CHAMPION REALTY, *et al*.

Arthur,
Shaw,
Zic,

JJ.

Opinion by Zic, J.

Filed: September 2, 2025

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

This case arises from a residential contract of sale between Harrison Chaires, buyer and appellant, and Patrick Shellem, seller, for the purchase of real property located in Annapolis, Maryland ("Property"). Mr. Shellem was represented by Bridget Scott, an employee of Innovative Properties, Inc. ("Innovative"), and Mr. Chaires was represented by David Wright, an employee of Champion Realty. Approximately two years after settlement, Mr. Chaires discovered that the Property's septic system had failed inspection and filed a five-count complaint in the Circuit Court for Anne Arundel County. Ms. Scott and Innovative (collectively, "Appellees") filed a Motion to Dismiss or in the Alternative for Summary Judgment ("Motion"). The circuit court treated the Appellees' Motion as one for summary judgment and granted it on all counts. The court separately awarded attorneys' fees and costs to the Appellees. Mr. Chaires now appeals both the grant of summary judgment and the award of attorneys' fees and costs.

QUESTIONS PRESENTED

Mr. Chaires presents five questions for our review, which we have recast and rephrased as follows:[1]

[1] Mr. Chaires phrased the questions as follows:

> I. Was Innovative precluded from seeking affirmative relief by filing motions, especially for summary judgment and sanctions and attorneys' fees, while its corporate charter was Not In Good Standing and had been forfeited and without bulk transfer notice to Mr. Chaires, after it was sold to Innovative Properties, LLC?

(continued)

1. Whether the circuit court erred in allowing the Appellees to pursue affirmative relief despite the status of their corporate charter.

2. Whether the circuit court erred in granting summary judgment to the Appellees.

3. Whether the circuit court abused its discretion in awarding attorneys' fees and costs to the Appellees.

For the following reasons, we affirm.

BACKGROUND

The Contract

In July 2017, Mr. Chaires entered into a contract to purchase the Property ("Contract"). The Contract contained the following pertinent provisions.

Mr. Chaires signed an "As Is" Addendum dated July 21, 2017, which provided:

> The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Properly Inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within 15 Days from the Date of Contract

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II. Was Innovative precluded from attorney fee relief under the Contract because it did not have standing as a party nor by the terms of the contract?

III. Were there material facts in dispute, and matters of law adverse to Innovative and Ms. Scott, that precluded summary judgment in favor of Innovative or Ms. Scott?

IV. Was Innovative's presentation of evidence for attorneys' fees in compliance with Rule 2-705 and applicable case law?

V. Is the attorney fee award provision of the Contract, providing relief to the real estate agents but not to Mr. Chaires, a violation of a duty of fairness, and against public policy and unenforceable?

> Acceptance, shall have the unconditional right to terminate the Contract.

In addition to the "As Is" Addendum, Mr. Chaires, as the purchaser, signed a Maryland Residential Property Disclaimer Statement ("Disclaimer"), which provided that "the purchaser will be receiving the real property 'as is' with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale." Mr. Shellem did not list any known latent defects on the Disclaimer. The Contract also included a "Notice To Buyer And Seller Of Buyer's Rights And Seller's Obligation Under Maryland's Single Family Residential Property Condition Disclosure Law" ("Notice"), which informed Mr. Chaires that the Disclaimer "is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company."

Paragraph 26 of the Contract addresses broker liability:

> Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

Paragraph 36 of the Contract addresses attorneys' fees:

> In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action

> or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).
>
> As used in this Contract, the term "Broker(s)" shall mean: (a) the two brokers as identified on Pages 10 and 11 of this Contract; (b) the two named Sales Associates identified on Pages 10 and 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.
>
> This paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Mr. Chaires signed the Contract on July 21, 2017, and Mr. Shellem signed the Contract on July 24, 2017.

The Property and The Septic System

After the parties entered into the Contract, Mr. Wright arranged for Accurate Environmental to inspect the Property's septic system on July 31, 2017, to be paid for by Mr. Chaires. Accurate Environmental sent the inspection report to Mr. Wright.[2] On August 7, 2017, Mr. Wright emailed Mr. Chaires an itemized list of repair estimates, the first of which was "Septic Replacement" with an estimated cost of $8,000 to $12,000. Based on this list, Mr. Chaires negotiated a $15,000 reduction in the purchase price for the Property, reducing it to $350,000.

Prior to closing, Mr. Chaires conducted a pre-settlement walkthrough of the Property with Mr. Wright, during which Mr. Wright stated that the septic system was "old" and could "limp" along. Mr. Chaires closed on the Property on September 5, 2017. Mr. Chaires testified that he did not interact with Ms. Scott prior to settlement, and that their only exchange at settlement consisted of pleasantries.

In 2019, after hiring a company to pump the septic tank, Mr. Chaires was informed that the tank "looked as if it hadn't been pumped in many years." He then contacted Mr. Wright to request the prior septic system inspection report and claimed he had never received it from Mr. Wright in 2017.

[2] The inspection report from Accurate Environmental was not included in the record before this Court. Mr. Chaires alleges that the report stated that the septic system was "completely unacceptable and failed." As explained more fully below, the specific contents of that inspection report do not affect the outcome of this appeal.

Procedural History

On July 25, 2020, Mr. Chaires filed a complaint in the Circuit Court for Anne Arundel County against Mr. Wright, Champion Realty, Long & Foster Real Estate (the subsequent purchaser of Champion Realty), Ms. Scott, and Innovative for the following five counts: Concealment and Deceit, Constructive Fraud, Negligent Misrepresentation, Conspiracy to Deceive, and Breach of Fiduciary Duty.[3]

On June 15, 2021, Innovative and Ms. Scott (previously, "Appellees") filed a Motion to Dismiss or in the Alternative for Summary Judgment (previously, "Motion"). During a motions hearing on November 29, 2021, the circuit court elected to treat the Motion as one for summary judgment. In a written order docketed on February 1, 2022, the court granted summary judgment in favor of the Appellees on all counts. The court also ordered a hearing regarding attorneys' fees pursuant to Maryland Rule 2-705 and Paragraph 36 of the Contract.

The court held a hearing on the issue of attorneys' fees on August 3, 2022, at the conclusion of which the court ordered briefing on the matter. The court again heard argument on attorneys' fees on September 5, 2023. In an order entered on February 27, 2024, following supplemental filing by the parties, the circuit court awarded the Appellees $49,827.50 in attorneys' fees and $24 in expenses.

[3] Two of these counts, Concealment and Deceit and Conspiracy to Deceive, are not recognized causes of action under Maryland law. The court instead treated those claims as if they were for fraudulent concealment and civil conspiracy, respectively.

Mr. Chaires now appeals both the court's order granting the Appellees' motion for summary judgment and the award of attorneys' fees and costs.

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN ALLOWING THE APPELLEES TO PURSUE AFFIRMATIVE RELIEF.

We first address Mr. Chaires' argument that the Appellees were precluded from pursuing affirmative relief, including filing motions and requesting attorneys' fees, because Innovative "was Not In Good Standing and/or had forfeited it's [sic] charter." The Appellees counter that Mr. Chaires did not preserve this argument for appeal, specifically as to the Motion. The Appellees also contend that they were permitted to pursue relief "as part of the corporation's winding up of its affairs."

"Where an order involves an interpretation and application of Maryland constitutional, statutory or case law, our Court must determine whether the trial court's conclusions are 'legally correct' under a *de novo* standard of review." *Mayor & City Council of Balt. v. Thornton Mellon, LLC*, 478 Md. 396, 410 (2022) (citation and quotation marks omitted).

Rule 8-131(a) provides that "an appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court[.]" Here, Mr. Chaires did not raise the issue of Innovative's corporate status in regard to its ability to file the Motion in the circuit court. Accordingly, we will only address Mr. Chaires' argument as it relates to the request for attorneys' fees, not as it relates to the Motion. *See* Md. Rule 8-131(a).

"Under Maryland law, when a corporation has forfeited its corporate charter or has been dissolved—whether judicially, administratively, voluntarily or involuntarily—it is generally said to be 'a legal non-entity' and 'all powers granted to [the corporation] by law, including the power to sue or be sued, [are] extinguished generally as of and during the forfeiture period.'" *Thomas v. Rowhouses, Inc.*, 206 Md. App. 72, 80 (2012) (quoting *Dual Inc. v. Lockheed Martin Corp*., 383 Md. 151, 163 (2004)). "However, state law makes it clear that a corporation continues to exist, at least for some limited purposes beyond forfeiture or dissolution of its charter." *Thomas*, 206 Md. App. at 80.

Pursuant to Maryland Code, Ann., Corporations and Associations ("CA") § 3-515(c)(3)-(4) (1975, 2014 Repl. Vol.), directors of a forfeited corporation may "[s]ue and be sued in the name of the corporation" and "[d]o all other acts consistent with law and the charter of the corporation necessary or proper to liquidate the corporation and wind up its affairs." *See also Thomas*, 206 Md. App. at 81 ("[U]nder CA § 3-515, a corporation, whose charter has been forfeited and which is in the process of 'winding up,' is still 'alive' for purposes of being sued to satisfy its debts and liabilities."). "'[W]inding up' also generally includes paying all debts, obligations and liabilities of the corporation, distributing property and resolving pending suits against the corporation." *Thomas*, 206 Md. at 81 (citations omitted).

Under CA § 3-515(c), regardless of Innovative's corporate status at the time of the litigation, Innovative was entitled to participate in the pending lawsuit against it and resolve all liabilities. Accordingly, we hold that the Appellees' request for attorneys' fees was not precluded.

II. THE CIRCUIT COURT DID NOT ERR IN GRANTING THE APPELLEES' MOTION FOR SUMMARY JUDGMENT.

A. Parties' Contentions

Mr. Chaires argues that the circuit court erred in granting summary judgment because there are several genuine disputes of material fact. As far as we can discern, Mr. Chaires' contentions on this issue can be summarized as follows:

(1) Whether Ms. Scott owed a duty to disclose the condition of the septic system to Mr. Chaires;

(2) Whether Mr. Chaires was aware of the condition of the septic system;

(3) Whether the septic system was operational or had failed; and

(4) Whether the Property was purchased "As Is," or certain conditions precedent needed to be satisfied.

B. Standard Of Review

Summary judgment is proper when "there is no genuine dispute as to any material fact and [] the party in whose favor judgment is entered is entitled to judgment as a matter of law." Md. Rule 2-501(f). In reviewing a grant of summary judgment, an appellate court conducts a *de novo* review. *Zadnik v. Ambinder*, 258 Md. App. 1, 10 (2023). A genuine dispute of fact will not preclude summary judgment if the fact is not material to the resolution of the case. *D'Aoust v. Diamond*, 424 Md. 549, 575 (2012). "[A] material fact is a fact 'necessary to resolve the controversy as a matter of law.'" *Id.* (quoting *Lynx, Inc. v. Ordnance Products, Inc.*, 273 Md. 1, 8 (1974)).

C. Ms. Scott Did Not Owe A Duty To Mr. Chaires

Mr. Chaires argues that Ms. Scott had a duty to disclose the contents of the septic inspection report under two different articles of the Maryland Annotated Code: § 17-322 of the Business Occupations & Professions Article ("BOP") (1989, 2018 Repl. Vol.) and § 10-702 of the Real Property Article ("RP") (1974, 2023 Repl. Vol). The Appellees maintain that the existence of a duty is a question of law to be decided by the court and that Ms. Scott did not owe a duty to disclose the contents of the report under either BOP § 17-322 or RP § 10-702.

Pursuant to BOP § 17-322(b)(4):

> [T]he Commission may deny a license to any applicant, reprimand any licensee, or suspend or revoke a license if the applicant or licensee . . . intentionally or negligently fails to disclose to any person whom the applicant or licensee deals a material fact that the licensee knows or should know and that relates to the property with which the licensee or applicant deals[.]

The purpose of BOP § 17-322 is "to protect the public in its dealings with real estate brokers, to place a duty of good faith and fair dealing on real estate brokers." *Gross v. Sussex*, 332 Md. 247, 274 (1993). "These statutes set minimum guidelines for professional conduct, their purpose being to safeguard the public." *Lewis v. Long & Foster Real Estate, Inc.*, 85 Md. App. 754, 760 (1991).

In *Lewis*, this Court concluded that:

> A real estate broker has no duty to investigate and report on defects which might exist in property. That duty changes, however, when the parties are not conducting an arm's length transaction. When a relationship of trust and confidence

> exists or when specific questions are asked concerning some aspect of a transaction, a duty of disclosure can arise.

Id. at 763 (internal citations omitted). In *Lopata v. Miller*, 122 Md. App. 76, 94 (1998), this Court interpreted BOP § 17-322 as "having the more limited effect of prohibiting real estate agents from making affirmative misrepresentations and omissions of fact that the agent knows or has a duty to discover."

Mr. Chaires testified that his only interaction with Ms. Scott was at settlement, and that their only exchange consisted of pleasantries. Ms. Scott testified that Mr. Chaires never made any specific inquiries prior to closing about the septic system. There are no facts in the record to indicate that Ms. Scott made any affirmative misrepresentations regarding the septic system. Thus, we cannot conclude that BOP § 17-322 created a duty owed by Ms. Scott to Mr. Chaires.

Turning to the Real Property Article, § 10-702(m) provides:

> (1) The real estate licensee representing a vendor[4] of residential real property as the listing broker has a duty to inform the vendor of the vendor's rights and obligations under this section.
>
> (2) The real estate licensee representing a purchaser of residential real property, or, if the purchaser is not represented by a licensee, the real estate licensee representing an owner of residential real estate and dealing with the purchaser, has a duty to inform the purchaser of the purchaser's rights and obligations under this section.
>
> (3) If a real estate licensee performs the duties specified in this subsection, the licensee:

[4] "'Vendor' has the same meaning as seller." RP § 1-101(n).

> (i) Shall have no further duties under this section to the parties to a residential real estate transaction; and
>
> (ii) Is not liable to any party to a residential real estate transaction for a violation of this section.

"It is well-settled in Maryland law that a real estate broker's liability is founded on the law of agency." *Lewis*, 85 Md. App. at 761. "'During the term of agency, a real estate broker cannot act for both vendor and vendee in respect of the same transaction because of possible conflict between his interest and his duty in such case[.]'" *Id.* (quoting *Proctor v. Holden*, 75 Md. App. 1, 18 (1988)). "Because the interests of prospective seller and buyer as to price are necessarily adverse, the law will not permit an agent of the vendor, while the employment continues, to assume the essentially inconsistent and repugnant relation of agent for the purchaser." *Wilkens Square, LLLP v. W.C. Pinkard & Co.*, 189 Md. App. 256, 268, *aff'd*, 419 Md. 173 (2011) (internal citation and quotation marks omitted).

Ms. Scott represented the vendor/seller, Mr. Shellem, and Mr. Chaires was represented by Mr. Wright. Pursuant to RP § 10-702(m), Ms. Scott's duty under the statute was to inform Mr. Shellem, not Mr. Chaires, of his rights and obligations. Mr. Chaires, as the purchaser, was represented, and so, it was the duty of Mr. Wright, not Ms. Scott, to ensure Mr. Chaires was informed of his rights and obligations. Accordingly, RP § 10-702 does not create a duty owed by Ms. Scott to Mr. Chaires.[5]

[5] There are other subsections of RP § 10-702 that do address required disclosures; however, those requirements are imposed on the seller and do not create duties owed by the seller's broker. *See* RP § 10-702(c)–(f).

For these reasons, we conclude that the circuit court did not err in finding that Ms. Scott owed no duty to Mr. Chaires.

D. There Are No Genuine Disputes of Material Fact

Given our conclusion above, Mr. Chaires' remaining alleged disputes of fact are immaterial. To prevail on a claim for fraudulent concealment, constructive fraud, negligent misrepresentation, and breach of a fiduciary duty, the complaining party must prove a duty is owed.[6] Because we hold that Ms. Scott did not owe Mr. Chaires a duty to disclose the septic system inspection report, Mr. Chaires cannot prevail as a matter of law. As such, any remaining disputes of fact are immaterial, *see D'Aoust*, 424 Md. at 575, and we hold that the circuit court did not err in granting the Appellees' Motion.[7]

III. THE CIRCUIT COURT DID NOT ABUSE ITS DISCRETION IN AWARDING ATTORNEYS' FEES AND COSTS TO THE APPELLEES.

A. Parties' Contentions

Mr. Chaires makes three distinct arguments to support his contention that the court erred in granting attorneys' fees to the Appellees: (1) Innovative cannot recover attorneys' fees under the Contract because they are "not designated for legal fee

[6] *See Lloyd v. Gen. Motors Corp.*, 397 Md. 108, 135-38 (2007) (holding that claims for fraudulent concealment and negligent misrepresentation both require that the defendant owed a duty to the plaintiff); *Thompson v. UBS Fin. Servs., Inc.*, 443 Md. 47, 69 (2015) (holding that a claim for constructive fraud requires that the defendant breach a legal or equitable duty to the plaintiff (citation omitted)); *Plank v. Cherneski*, 469 Md. 548, 559 (2020) ("To establish a breach of fiduciary duty, a plaintiff must demonstrate: (1) the existence of a fiduciary relationship; (2) breach of the duty owed by the fiduciary to the beneficiary; and (3) harm to the beneficiary.").

[7] As far as we can discern, Mr. Chaires does not challenge the court's ruling on Count IV.

entitlement under Section 36" of the Contract; (2) Innovative cannot be awarded attorneys' fees because a party cannot be indemnified when the fees have yet to be paid and there was no evidence that Innovative paid legal fees; and (3) Innovative's request for attorneys' fees did not comply with Maryland Rule 2-705.

The Appellees assert that Innovative is entitled to attorneys' fees under Paragraph 36 of the Contract because they are listed in the Contract under "Listing Brokerage Company Name[,]" and that it would be "nonsensical" for only individual brokers to be allowed to recover. The Appellees then argue that there is no requirement under Maryland law that "requires the actual payment of attorneys' fees before the fees can be awarded[.]" The Appellees additionally contend that Mr. Chaires' challenge under Rule 2-705 is not preserved for our review.

B. Standard Of Review

"Appellate courts review a trial court's attorneys' fees award under the abuse of discretion standard." *Estate of Castruccio v. Castruccio*, 247 Md. App. 1, 42 (2020) (citation omitted). "A court may abuse its discretion when awarding attorneys' fees if it adopts a position that no reasonable person would accept." *Id.* (citations and quotation marks omitted). "Contract clauses that provide for the award of attorney's fees generally are valid and enforceable in Maryland, subject to a trial court's examination of the prevailing party's fee request for reasonableness." *Nova Research, Inc. v. Penske Truck Leasing Co.*, 405 Md. 435, 447-48 (2008) (citing *Myers v. Kayhoe*, 391 Md. 188, 207 (2006)).

C. Analysis

As a preliminary matter, we agree with the Appellees that Mr. Chaires' argument regarding noncompliance with Rule 2-705 was not raised below, and therefore, was not preserved for our review. Md. Rule 8-131(a). As such, we will not address this argument on appeal.

We next consider Mr. Chaires' contention that Innovative was not an individually named party to the Contract. Pursuant to Paragraph 36 of the Contract, Mr. Chaires and Mr. Shellem agreed to indemnify "Broker(s)" against "any and all liability, loss, cost, damages or expenses . . . incurred by Broker(s)" in any action challenging the Contract, "providing that such action or proceeding does not result in a judgment against Broker(s)." Paragraph 36 of the Contract then provides:

> As used in this Contract, the term "Broker(s)" shall mean: (a) the two brokers as identified on Pages 10 and 11 of this Contract; (b) the two named Sales Associates identified on Pages 10 and 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s).

Page 11 of the Contract lists the brokerage company name, the broker of record associated with the brokerage company, and the sales associate acting for the Seller and Buyer. For the Seller, Innovative is listed as the brokerage company, Richard Neville is the broker of record, and Ms. Scott is the sales associate.

Beyond providing the quoted language from Paragraph 36 of the Contract, Mr. Chaires does not provide any legal or evidentiary support for his argument that Innovative is not a named broker. In light of the Contract language before us, and the

absence of legal authority cited by Mr. Chaires, we see no reason to conclude that Innovative is not a named broker pursuant to Paragraph 36. As such, we agree with the Appellees and conclude that Innovative is entitled to seek indemnification under the Contract.

Turning to Mr. Chaires' alternative argument, under Maryland law:

> Where a contract is strictly one of indemnity, that is, one against loss or damage, the indemnitee cannot recover until he has made payment or otherwise suffered an actual loss or damage against which the covenant runs. Where, however, the contract is one of indemnity against liability, it is generally held that an action may be brought and recovery had as soon as the liability is legally imposed, as when judgment is entered, even though at that point no actual loss has been sustained and the judgment has not been paid.

Levin v. Friedman, 271 Md. 438, 443-44 (1974) (citations omitted).

Moreover, "[a]bsent restrictive language in the contract creating the obligation that the incurring party personally pay (or be obligated to pay) attorney's fees, a general obligation to pay for incurred attorney's fees refers to those fees incurred on behalf of the prevailing party." *Weichert Co. of Maryland, Inc. v. Faust*, 419 Md. 306, 331 (2011).

Paragraph 36 of the Contract provides for indemnification against "any and all liability" incurred. Innovative submitted evidence of attorneys' fees incurred to the circuit court, and Mr. Chaires does not appear to challenge that evidence. Mr. Chaires' obligation to indemnify Innovative for attorneys' fees, therefore, attaches even though "no actual loss has been sustained and the judgment has not been paid." *Levin*, 271 Md. at 444.

For these reasons, we conclude that the circuit court did not abuse its discretion in awarding attorneys' fees to Innovative.

CONCLUSION

We hold that the circuit court did not err in granting the Appellees' motion for summary judgment. We further hold that the circuit court did not abuse its discretion in awarding attorneys' fees and costs to the Appellees.

JUDGMENTS OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.