

**COUNCIL OF THE CITY OF ABERDEEN
RESOLUTION NO. 19-R-02**

Date Introduced: May 6, 2019
Sponsored By: Councilman Steven E. Goodin and Councilwoman Sandra J. Landbeck
Public Hearing: June 17, 2019
Amendments Adopted: June 17, 2019
Date Adopted: August 26, 2019
Date Effective: October 11, 2019

RESOLUTION NO. 19-R-02

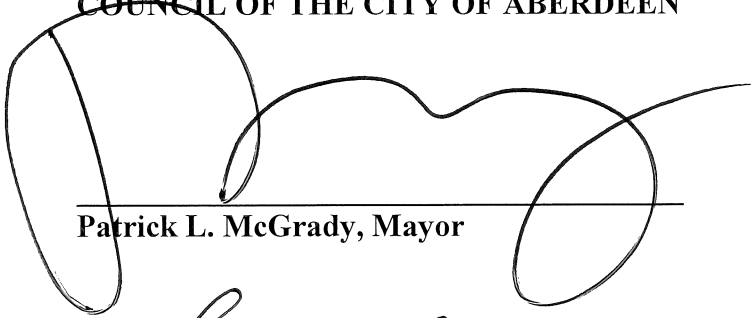
**SIEBERT FARM AND ADAMS PROPERTY
APPROVAL OF ANNEXATION AGREEMENT**

1 **WHEREAS**, Petitioners Helen Siebert Germeroth, Novo Realty, LLC, Bosworth
2 Properties, Inc., Sage Custom Homes, LLC and Sage Gilbert LLC, the owners and
3 contract purchasers of the properties herein described on Exhibit A, requested the City of
4 Aberdeen, by a Petition for Annexation, to consider annexation of the property described
5 on Exhibit A to the lands included within the corporate limits of the City of Aberdeen.
6 The Petition was accepted by the City. The property to be annexed, as described on
7 Exhibit A, is comprised of two unimproved parcels of land that are contiguous to and
8 adjoin the existing boundaries of the City of Aberdeen, and contains a total of 80 acres of
9 land, more or less, being 75 acres of land, more or less, as surveyed; and

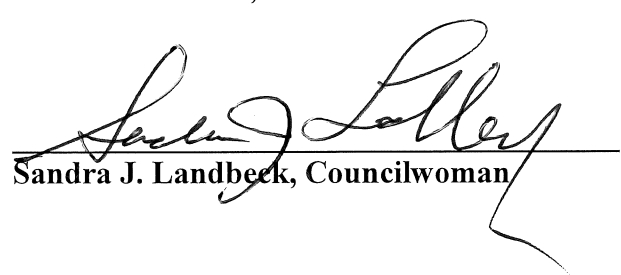
10 **WHEREAS**, the Mayor and Council of the City of Aberdeen and the Petitioners
11 desire to enter into an Annexation Agreement to set forth terms and conditions under
12 which the City will annex the subject property into the City.

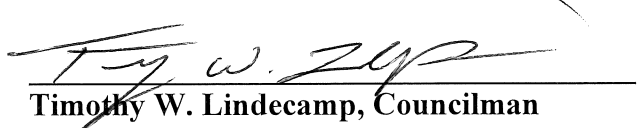
1 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY**
2 **COUNCIL OF THE CITY OF ABERDEEN**, that it hereby approves the Annexation
3 Agreement as embodied in the form of Annexation Agreement attached to this Resolution
4 as Exhibit B, and authorizes the execution thereof by the Mayor on behalf of the City.

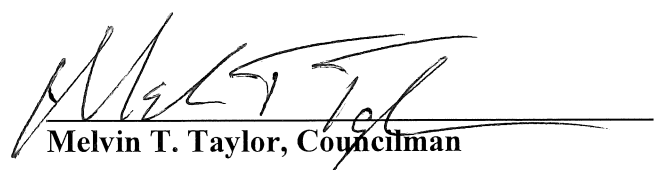
COUNCIL OF THE CITY OF ABERDEEN



Patrick L. McGrady, Mayor

Steven E. Goodin, Councilman

Sandra J. Landbeck, Councilwoman

Timothy W. Lindecamp, Councilman

Melvin T. Taylor, Councilman

ATTEST:

SEAL:



Monica A. Correll, City Clerk

Date August 26, 2019

EXHIBIT A

METES & BOUNDS DESCRIPTION

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



August 20, 2018

Description of 75± Acre Parcel of Land to be Annexed by City of Aberdeen, located on the northwesterly side of Gilbert Road, Second Election District, Harford County, Maryland.

BEGINNING for the same at a point in the centerline of Gilbert Road at a southeasterly most boundary of the whole tract of land now being described and which parcel of land was conveyed by and described in a Deed dated November 6, 2015, by and between Helen Siebert Germeroth, Personal Representative of the Estate of Frederick William Siebert, Jr., Deceased, and Helen Siebert Germeroth and recorded among the Land Records of Harford County, Maryland in Liber J.J.R. 11568, Folio 435, said point also being on a southeasterly extension of the twenty-sixth or South 74° 22' 07" East 104.79 foot line of the Existing City Limits of Aberdeen as described in Resolution 651-04, Charter Amendment No. 75, a "Resolution to Amend Section 2 of the Charter of the City of Aberdeen to Extend the Corporate Limits" and adopted on May 10, 2004, thence leaving the said centerline of Gilbert Road and running on said southeasterly extension, as now surveyed, with all bearings herein being referred to the Maryland Coordinate System (NAD'83/91)

1. North 74° 22' 07" West 21.41 feet to a "CNA" pin and cap heretofore set at the end of the said twenty-sixth line of said Corporate Limits of the City of Aberdeen and to intersect the Northwest side of said Gilbert Road as shown on a Plat entitled "Survey Plat, Lands of the Trustees of M. Zion United Methodist Church" and recorded among the aforesaid Land Records in Plat Book C.G.H. 93 Folio 86, thence leaving the Northwest side of Gilbert Road and binding reversely on the said twenty-sixth and the twenty-fifth courses of the said Corporate Limits and binding on the northeasterly outlines of said Plat (CGH 93/86), the following two (2) courses, viz:
2. North 74° 22' 07" West 104.79 feet to a point, and
3. North 59° 10' 22" West passing over a "CNA" pin and cap heretofore set at the distance of 30.10 feet from the beginning thereof, in all 1207.00 feet to a "CNA" pin and cap heretofore set in the third or South 26 degrees 05 minutes West 1372 foot line of Parcel D of those tracts or parcels of land conveyed by and described in a Deed dated August 31, 2010, from The Village of Carsin's Run, LLC, a Maryland limited liability company, to Presbyterian Home of Maryland, Incorporated, and recorded among the aforesaid Land Records in Liber J.J.R. 8820 Folio 335, thence binding reversely on part of said third line, and also binding reversely on the twenty-fourth course of the existing Corporate City Limits, as mentioned previously, one (1) course, viz:
4. North 18° 21' 52" East 1073.50 feet to a point in the southerly outline of a Plat entitled "Final Plat Eight, Eagle's Rest", and recorded among the aforesaid Land Records in Plat Book J.J.R. 127 Folio 107, thence binding on the southerly outline thereof and also on the southerly and easterly outlines of "Final Plat 7, Eagle's Rest" recorded among the aforesaid Land Records in Plat Book J.J.R. 127 Folio 106, and the easterly outline of "Final Plat Six, Eagle's Rest"

3445-A Box Hill Corporate Center Drive, Abingdon, MD 21810 (410) 515-9000 Fax: (410) 515-9002 www.mragta.com

Abingdon, MD + Baltimore, MD + Laurel, MD + Towson, MD + Gaithersburg, MD + New Castle, DE + Sterling, VA + Raleigh, NC
(410) 515-9000 (410) 675-5650 (410) 792-0792 (410) 621-1830 (301) 653-5734 (301) 335-2200 (703) 374-0161 (919) 200-2193

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recorded among the aforesaid Land Records in Plat Book J.J.R. 127 Folio 105, and binding reversely on the twenty-third and twenty-second courses of the said City Limits, the two (2) following courses, viz:

5. South 76° 23' 56" East 1026.73 feet to a nail heretofore set in a tree root, and
6. North 09° 48' 23" East 737.03 feet to a ¼" rebar heretofore set in the southerly outline of a Plat entitled "Final Plat 7, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book C.G.H. 90 Folio 70, thence leaving the said existing Corporate City Limits of Aberdeen and binding on the said southerly and the easterly outlines of said Plat 7 and also binding on the easterly outlines of "Final Plat 2, Locksley Manor" recorded among the aforesaid Land Records in Plat Book C.G.H. 66 Folio 31, the following three (3) courses, viz:
 7. North 14° 02' 53" East 15.85 feet,
 8. South 77° 27' 48" East 349.68 feet, and
 9. North 01° 51' 52" East 1429.16 feet to a 1" iron pipe heretofore set at the end of the nineteenth or North 81° 04' 59" West 616.16 foot line of the second parcel of those tracts or parcels of land conveyed by and described in a Deed dated June 17, 1998 by and between Henry C. Smedley, et al and Locksley Manor, Inc., a Maryland Corporation, and recorded among the aforesaid Land Records in Liber C.G.H. 2749 Folio 648, thence leaving Locksley Manor and binding reversely on the said nineteenth and the eighteenth and part of the seventeenth courses of said conveyance to Locksley Manor, Inc., the following three (3) courses, viz:
 10. South 81° 06' 30" East 616.16 feet,
 11. South 01° 11' 02" West 1618.56 feet to a point lying 0.62 feet southeast of a ½" bent rebar heretofore set, and
 12. South 46° 03' 33" East 168.16 feet to a point at the beginning of the second or South 40° 27' West 236.66 foot line of that tract or parcel of land conveyed by and described in a Deed dated October 8, 2004 by and between Norma E. Doss, of the first part, and Charles L. Burriss and Bonita A. Burriss, of the second part, and recorded among the aforesaid Land Records in Liber J.J.R. 5654 Folio 23, thence binding on said second and the third course of said conveyance, the following two (2) courses, viz:
 13. South 32° 16' 00" West 238.50 feet to a 1" iron pipe heretofore set, and
 14. South 72° 02' 00" East 178.18 feet to a 1" iron pipe heretofore set on the northeasterly side of aforesaid Gilbert Road, thence continuing,
 15. South 72° 02' 00" East 23.70 feet to a point near the northeast edge of paving of said Gilbert Road, thence along Gilbert Road,
 16. South 54° 48' 57" West 160.59 feet to a point in or near the centerline of said Gilbert Road at the beginning of the third or North 30 degrees 06 minutes West 23.85 foot line of that tract or parcel of land conveyed by and described in a Deed dated January 31, 2014 by and between Woolford Properties, L.L.C., a limited liability company and Garth D. Stewart and Kimberly L.

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Washington and recorded among the aforesaid Land Records in Liber J.J.R. 10653 Folio 1, thence leaving the centerline of Gilbert Road and binding on the third, fourth and fifth courses thereof, the following one (1) course, viz:

17. North 38° 27' 03" West passing over a ¼" iron pipe heretofore set at the distance of 23.85 feet, in all 223.85 feet to a point, thence binding on the sixth course of the last mentioned conveyance (J.J.R. 10653/1) and on the sixth or last or South 63° 10' West 286.91 foot line of that tract or parcel of land conveyed by and described in a Deed dated June 18, 2013 by and between David G. Perry, Personal Representative, et al, and Larry B. Perry and Bessie M. Perry and recorded among the aforesaid Land Records in Liber J.J.R. 10359 Folio 382 (for particular description see Liber G.R.G. 612 Folio 105), one (1) course, viz:
18. South 54° 48' 57" West 435.77 feet to intersect the second or N 67 degrees 31' W 386.07 foot line of that tract or parcel of land conveyed by and described in a Deed dated January 16, 2015 by and between Helen Siebert Germeroth, Personal Representative, and Anthony James Horseman and Vonda Arlene Horseman, husband and wife, and recorded among the aforesaid Land Records in Liber J.J.R. 11094 Folio 256, distant 112.38 feet from the end thereof, thence binding on the remainder of said second line, one (1) course, viz:
19. North 74° 57' 41" West 112.38 feet to a point, thence binding on the third line of said conveyance, one (1) course, viz:
20. South 33° 27' 19" West 437.57 feet to a ¼" iron pipe heretofore set at the beginning of the fourth or S 48° 32' West 290.49 foot line of that tract or parcel of land conveyed by and described in a Deed of Declaration and Life Estate Deed dated March 10, 2007 and recorded among the aforesaid Land Records in Liber J.J.R. 7277 Folio 179 (for particular description see Liber G.R.G. 469 Folio 165), thence binding on said fourth line, one (1) course, viz:
21. South 40° 59' 04" West 289.85 feet to a 1" iron pipe heretofore set, thence binding on the fifth and part of the sixth courses of said deed, one (1) course, viz:
22. South 36° 26' 56" East 92.00 feet to intersect the existing centerline of said Gilbert Road, thence binding thereon,
23. South 54° 26' 41" West 186.76 feet to a point in said centerline on the southeasterly extension of the S 71° 26' 32" E 108.83 foot line of Lot 1 as shown on a Plat entitled "Revised Subdivision Plat, Land of F. William Siebert" and recorded among the aforesaid Land Records in Plat Book J.J.R. 116 Folio 35, thence leaving the centerline of said Gilbert Road, and running on said southeasterly extension,
24. North 82° 54' 03" West 48.12 feet to a ½" rebar heretofore set at the easterly most corner of the outlines of said Lot 1, thence binding on the outlines of said Lot 1, the following eighteen (18) courses, viz:
25. Continuing, North 82° 54' 03" West 108.58 feet to a ½" rebar heretofore set,
26. North 11° 59' 33" West 14.03 feet to a ½" rebar heretofore set,

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27. North 78° 51' 34" West 24.16 feet, to a point,
28. North 44° 41' 37" West 31.81 feet to a ½" rebar heretofore set,
29. North 23° 28' 40" West 50.40 feet to a point,
30. North 08° 28' 19" East 97.99 feet to a ½" rebar heretofore set,
31. North 85° 30' 53" West 30.45 feet to a ½" rebar heretofore set,
32. North 14° 41' 39" East 128.65 feet to a ½" rebar heretofore set,
33. North 28° 15' 33" West 120.18 feet to a ½" rebar heretofore set,
34. South 60° 11' 05" West 126.62 feet to a ½" rebar heretofore set,
35. South 02° 12' 44" West 54.02 feet to a point,
36. South 75° 09' 54" East 94.22 feet to a ½" rebar heretofore set,
37. South 22° 22' 56" West 266.65 feet to a ½" rebar heretofore set,
38. South 02° 12' 44" West 236.07 feet to a ½" rebar heretofore set,
39. South 17° 37' 32" West 94.07 feet to a ½" rebar heretofore set,
40. South 66° 49' 19" East 26.78 feet to a ½" rebar heretofore set,
41. South 02° 12' 44" West 64.17 feet to a point,
42. South 74° 57' 38" East 214.62 feet to a ½" rebar heretofore set at the southerly most corner of said Lot 1, thence binding on southerly most outline of said Lot 1, thence binding on an easterly extension thereof,
43. South 74° 57' 38" East 29.16 feet to a point in or near the centerline of said Gilbert Road, thence binding thereon,
44. By a non-tangent curve to the right with a radius of 469.80 feet and an arc length of 112.66 feet, said curve being subtended by a chord bearing South 13° 08' 30" West 112.39 feet, to the place of beginning.

CONTAINING 75± acres of land, more or less.

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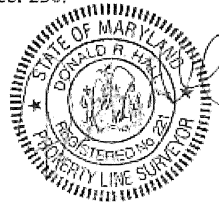
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BEING all of the following two parcels of land:

First: The same and all the land conveyed by and described in a Deed dated November 6, 2015 by and between Helen Siebert Germeroth, Personal Representative and Helen Siebert Germeroth and recorded among the Land Records of Harford County, Maryland in Liber J.J.R. 11568 Folio 435, said land being all of Tax Map 51 Parcel 99.

Second being the same and all the land conveyed by and described in a Substitute Trustee's Deed dated June 20, 2014 by and between Bradley J. Swallow, Substitute Trustee and Novo Realty, LLC, a Maryland Limited Liability Company, and recorded among the aforesaid Land Records in Liber J.J.R. 10803 Folio 467, said land being all of Tax Map 51 Parcel 250.



(Current License Expires 6/18/2020)

EXHIBIT B

ANNEXATION AGREEMENT

1 THIS ANNEXATION AGREEMENT (hereinafter referred to as “this
2 Agreement”), entered into this _____ day of _____, 2019, by and
3 among the CITY OF ABERDEEN (hereinafter referred to as the “City”), a municipal
4 corporation of the State of Maryland, and Party of the First Part; and HELEN SIEBERT
5 GERMERTH, NOVO REALTY, LLC, BOSWORTH PROPERTIES, INC., SAGE
6 CUSTOM HOMES, LLC and SAGE GILBERT, LLC, Parties of the Second Part.

7 WHEREAS, an annexation resolution (the “Resolution”) will be introduced by
8 the City amending the Charter of the City by extending the corporate boundaries of the
9 City to include therein certain property described in the Resolution, containing a
10 combined total of 80.32 acres, plus or minus, and further setting forth specific conditions
11 relating to the annexation, including but not limited to, the execution of this Agreement.

12 WHEREAS, the City and the Petitioners intend to enter into this Annexation
13 Agreement to establish certain terms, circumstances and conditions which will be
14 applicable to the properties annexed and to satisfy the conditions set forth in the
15 Resolution. It is intended by the parties that the provisions of this Agreement are in
16 addition to any other terms and conditions that may be set forth in a Resolution and any
17 other of the City ordinances, subdivision regulations, and other rules and regulations that
18 may be applicable to the development and use of the property referred to in the
19 Resolution.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

Agreement. This Annexation Agreement.

Annexation Property. All of the real property described in the Resolution.

APFO. Adequate Public Facilities Ordinance.

City. The City of Aberdeen.

Developers. Bosworth Properties, Inc., Sage Custom Homes, LLC and Sage Gilbert, LLC, or their successors and assigns.

Development Parcels. The parcels of real property listed below that were included in the Resolution:

- Helen Siebert Germeroth is the owner of the following land that is included within the Annexation Property:

- That tract or parcel of land designated on Harford County Tax Map 51 as Parcel 99, consisting of 41.390 acres, more or less (Development Parcel 1).

- Novo Realty, LLC is the owner of the following lands that are included within the Annexation Property:

- That tract or parcel of land designated on Harford County Tax Map 51 as Parcel 250, consisting of 38.93 acres, more or less (Development Parcel 2).

A site plan entitled “Plat to Accompany Description, Land to be Annexed by City of Aberdeen” showing the location of the parcels is attached as Exhibit A, and made a part of this definition.

1 Petition. Petition for Annexation filed by the Petitioners with the City and
2 thereafter accepted by the City in accordance with the provisions of Section 4-404 of the
3 Local Government Article of the Annotated Code of Maryland and Section 235-15 of the
4 City Development Code.

5 Petitioners. Helen Siebert Germeroth, Novo Realty, LLC, Bosworth
6 Properties, Inc., Sage Custom Homes, LLC and Sage Gilbert, LLC, and their respective
7 heirs, personal representatives, successors and assigns.

8 Planning Department. City Department of Planning and Community
9 Development.

10 Property Owners (“Owners”). Helen Siebert Germeroth and Novo Realty,
11 LLC.

12 Resolution. An Annexation Resolution introduced by the Mayor and City
13 Council of Aberdeen, amending the Charter of the City extending the corporate
14 boundaries of the City by including therein the Annexation Property and setting forth
15 specific conditions relating to the annexation.

16 2. General Provisions:

17 a. Recitals. The recitals contained herein are incorporated in this
18 Agreement as operative provisions of this Agreement.

19 b. Conditions of Annexation. The terms, covenants, conditions and
20 effectiveness of this Agreement except for Paragraph 11 (Payment of Annexation
21 Expenses), all as hereinafter set forth, are contingent upon the enactment of the
22 Resolution by the City Council annexing the Annexation Property and zoning the
23 Annexation Property as IBD, Integrated Business District, and the taking effect of such

Resolution. The provisions of Paragraph 11 are effective upon the execution of this Agreement by the City and Petitioners and remain in effect regardless of whether the annexation becomes effective.

3. Permissible Uses of Annexation Property. From and after the effective date of the annexation, the Annexation Property shall be developed and improved only for the principal permitted uses allowed in the IBD Zoning District. The parties acknowledge that without express approval from the Harford County Council, (the “Express Approval”) § 4-416 of the Local Government Article of the Maryland Code precludes, for five years after annexation, development of the Development Parcels for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development in accordance with Harford County’s AG (Agricultural) zoning classification in effect at the time of annexation. It is the mutual expectation of the parties that the County Council will grant such approval, but the failure of the Harford County Council to grant such approval shall not affect the effectiveness or validity of this Agreement. The Petitioners shall be responsible for requesting express approval from the Harford County Council and providing the official response from the County Council to the City. The City shall join in the Express Approval as needed by Petitioners.

4. Development Requirements Binding On Owners and Developers of all Development Parcels.

a. Design, Development, Use and Restrictions. The Design, Development, Use and Restrictions of the Development Parcels shall be governed by §235-18.K., Integrated Business District, of the City Development Code as amended

from time to time, and other applicable City, Harford County and State development laws, regulations, processes and procedures in effect from time to time, including the City's Adequate Public Facilities Ordinance.

b. The Resolution and this Agreement do not, without further procedures as prescribed by law, permit, grant or allow any building, excavation or construction on the Development Parcels.

5. Water System.

a. Water distribution mains do not currently exist at either of the Development Parcels. The City shall provide access to water service for the Development Parcels subject to the water capacity of the City meeting or exceeding applicable Code and regulatory requirements and a public works agreement is executed by the City and the respective Developers of the Development Parcels. The annexation of the Development Parcels shall entitle the Owners and Developers to City water service if the water capacity meets or exceeds applicable Code and regulatory requirements, including APFO, and if Harford County amends its Master Water and Sewer Plan to authorize the City to provide municipal water service to the Development Parcels. Promptly after the effective date of the annexation, the City will apply to Harford County for such an amendment to the Master Water and Sewer Plan. Public water service shall be provided with the above conditions being met.

b. To the extent required by or to serve the Development Parcels, the Developers of the Development Parcels shall be responsible for all costs for the construction of new or the extension of existing water laterals and mains; for the costs of the acquisition of the required rights-of-way, connection charges and construction

1 inspection fees associated with such service; and for the cost of any other improvements
2 they may elect to make to improve the existing water system in order to meet all
3 requirements of the APFO. However, if Developers elect not to make water system
4 improvements necessary to satisfy APFO requirements for development of the
5 Development Parcels, Developers may not develop the Development Parcels, and may
6 not require City to issue permits and approvals for development on the Development
7 Parcels, until APFO requirements are satisfied. The manner in which Owners and
8 Developers determine among each other to allocate or pay for any or all of these costs is
9 their responsibility and not that of the City.

10 c. Any improvements to the City's water system shall be designed
11 and constructed to ensure sufficient water pressure to protect the health, safety and
12 welfare of City residents and to promote the efficiency of the future water service.

13 d. All water system improvements shall be constructed in accordance
14 with the City's Standard Specifications and Construction Details and other relevant
15 statutory and regulatory provisions, including the APFO.

16 e. Upon satisfactory completion of construction and final inspection
17 of water system improvements, Owners and Developers shall dedicate and convey the
18 improvements to the City free and clear of liens and encumbrances.

19 6. Sewer System

20 a. Sewer mains do not currently exist at either of the Development
21 Parcels. The City shall provide access to sewer service for the Development Parcels
22 subject to sewer capacity of the City meeting or exceeding applicable Code and
23 regulatory requirements and a public works agreement is executed by the City and the

1 respective Developers of the Development Parcels. The annexation of the Development
2 Parcels shall entitle the Owners and Developers to City sewer service if the sewer
3 capacity meets or exceeds applicable Code and regulatory requirements, including APFO,
4 and if Harford County amends its Master Water and Sewer Plan to authorize the City to
5 provide municipal sewer service to the Development Parcels. Promptly after the
6 effective date of the annexation, the City will apply to Harford County for such an
7 amendment to the Master Water and Sewer Plan. Public sewer service shall be provided
8 with the above conditions being met.

9 b. To the extent required by or to serve the Development Parcels, the
10 Developers shall be responsible for all costs for the construction of new or the extension
11 of existing sewer mains and laterals; for improvement or upgrades to existing pump
12 stations; for other sewer improvements required to serve the Development Parcels; for
13 the cost of the acquisition of the required rights-of-way; for the payments of connection
14 charges, and construction inspection fees; and for the cost of any other improvements
15 they may elect to make to improve the existing sewer system in order to meet all
16 requirements of the APFO. However, if Developers elect not to make sewer system
17 improvements necessary to satisfy APFO requirements for development of the
18 Development Parcels, Developers may not develop the Development Parcels, and may
19 not require City to issue permits and approvals for development on the Development
20 Parcels, until APFO requirements are satisfied. The manner in which the Owners and
21 Developers determine among each other to allocate or pay for these costs is their
22 responsibility and not that of the City.

1 c. All sewer system improvements shall be constructed in accordance
2 with the City's Standard Specifications and Construction Details and other relevant
3 statutory and regulatory provisions, including the APFO.

4 d. Upon satisfactory completion of construction and final inspection
5 of sewer system improvements, Owners and Developers shall dedicate and convey the
6 improvements to the City free and clear of liens and encumbrances.

7 7. Traffic Signals, Transportation Studies, Road Improvements and
8 Stormwater Management

9 a. The Developers of each of the Development Parcels shall be
10 responsible for all costs associated with traffic signals and signs resulting from the
11 development of their property. The signals and signs shall be designed and constructed
12 in accordance with the Manual on Uniform Traffic Control Devices.

13 b. Prior to the City issuing any development approvals, the Owners
14 and Developers, at their expense, shall provide the City with a Traffic Impact Analysis
15 for the proposed development of the Development Parcels, subject to the City's approval
16 of the scope of the Analysis and of the traffic consultant performing the Analysis, such
17 approval not to be unreasonably withheld. The Traffic Impact Analysis will be reviewed
18 by the City of Aberdeen and the Harford County Departments of Public Works and
19 Planning and Zoning. Based on their collective reviews and requirements, Developers of
20 each of the Development Parcels shall construct, at their expense, all on-site and off-site
21 road improvements within the time required reasonably by the City's development
22 process.

1 c. The Developers of each of the Development Parcels shall be
2 required to pay all costs associated with the construction, reconstruction, upgrading, or
3 widening to existing roadways, of all internal roadways, bridges, curb and gutters, storm
4 drain systems and stormwater management facilities, acquisition of all required road
5 rights-of-ways, reimbursement to the City for all costs and attorney's fees associated with
6 condemnation to acquire road rights-of-way, if deemed reasonably necessary by the City,
7 and other related required roadway expenses resulting from the development of the
8 Development Parcels. Each of the foregoing improvements located in the City, other
9 than stormwater management facilities, shall be owned and maintained by the City, and,
10 upon completion of construction and satisfactory final inspection of each improvement,
11 and prior to the release of any maintenance bonds for such improvement, shall be
12 conveyed by the Owners and Developers to the City in fee simple free and clear of liens
13 and encumbrances. Stormwater management facilities shall be owned and maintained by
14 the Owners of the Development Parcels or portion thereof upon which the stormwater
15 management facilities are located. Promptly after a homeowners association is
16 established for the Development Parcels or portions thereof, the Owners of such property
17 shall dedicate and convey such stormwater management facilities, in fee simple, to a
18 homeowners association established for the Development Parcels or portions thereof in
19 which the stormwater management facilities are located.

20 d. If Gilbert Road is annexed into the City's corporate limits and
21 conveyed by Harford County to the City, Developers shall be responsible for treating
22 100% of stormwater flowing from any Gilbert Road improvements by Developers. After

1 Gilbert Road stormwater facilities are constructed and approved, they shall be conveyed
2 to the City for ownership in fee simple, free and clear of liens and encumbrances.

3 e. All infrastructure improvements shall be constructed in accordance
4 with the City's Standard Specifications and Construction Details and other relevant
5 statutory and regulatory provisions, including the APFO.

6 f. The Developers shall, prior to the issuance of any building permits,
7 enter into a Public Works Agreement with the City, and for all County-owned roads enter
8 into a separate Public Works Agreement with the Harford County Department of Public
9 Works for County road improvements and required bonding. The Owner of each
10 Development Parcel shall join in the Public Works Agreement for that Parcel to consent
11 to its terms and to bind that Parcel.

12 8. Sidewalk Improvements, Vehicular and Pedestrian Connections.

13 a. The Sidewalk Improvements, Vehicular and Pedestrian
14 Connections for the Development Parcels shall be governed by §235-18 K., Integrated
15 Business District, of the City Development Code, as amended from time to time.

16 b. During the development phase of each Development Parcel, every
17 effort shall be made to provide both vehicular and pedestrian connections to the adjoining
18 residential neighborhoods.

19

9. Recreation.

a. During the development of the Development Parcels, the City's Department of Planning and Community Development and Planning Commission shall determine the specific types of recreational facilities and locations for such facilities, relative to the specific development of each parcel of the Development Parcels, as may be required by the City's Development Code. The Developers of each Development Parcel agree to install and maintain, at their expense, such recreation facilities as the City may determine.

b. Developers may use open space to serve recreational purposes and preserve significant site features. Open space intended to serve recreational purposes must be appropriate to the scale and character of the residential development, considering its size, density, anticipated population, and number and type of dwelling units proposed, as per the City's Development Code.

10. Payment for Facilities, Equipment and Additional Work Force Necessitated by Development of the Development Parcels.

a. Developers understand and acknowledge that the annexation and development of the Development Parcels will result in a need for additional City facilities, equipment and work force to address the impacts of residential growth from the annexed Development Parcels. Therefore, Developers agree to pay to the City \$233,000.00 (Hereinafter "Total Developer Contribution") as set forth in subparagraph b. to offset the City's costs.

b. The Total Developer Contribution shall be paid on pro-rated basis determined by the quotient of The Total Developer Contribution being the numerator and

the number of lots approved on the final subdivision plat or plats for that Development Parcel being the denominator. (This quotient hereinafter called “Developer Lot Contribution”) By way of example The Total Developer Contribution of \$233,000.00 divided by 170 approved platted lots would result in a Developer Lot Contribution of \$1,371.00 per lot. This amount for each platted lot shall be paid in full prior to the issuance of a residential building permit for that lot. The City shall not issue a building permit for a lot until the amount for that lot has been paid in full. The total amount payable for a Development Parcel is a lien on that Parcel until paid in full.

11. Payment Costs and Expenses of Annexation – Processing and Reviewing.

a. The Petitioners shall pay to the City all reasonable and actual costs and expenses of the City associated with the annexation of the Annexation Property, exclusive of costs of internal City staff time, up to a maximum of Thirty Thousand Three Hundred and Sixty-Four Dollars and Thirteen Cents (\$30,364.13). These costs and expenses include, but are not limited to, attorney fees and expenses, publication costs, recording fees, and costs and expenses associated with any referendum election if required to be conducted on the annexation.

b. Before the Mayor and City Council takes any action on a Resolution to annex the Annexation Property, Petitioners shall pay to the City all costs and expenses incurred by the City in connection with the annexation proceeding, and those additional costs and expenses reasonably estimated by the City to be incurred in the future, including any referendum on the annexation. Within thirty (30) days after the conclusion of all annexation proceedings, the City shall refund to Petitioners’ designees

any monies paid in excess of the City's actual costs and expenses associated with the annexation proceeding, including any referendum. Petitioners shall pay to the City, within 30 days after demand by the City, any difference between monies previously paid by Petitioners and the City's actual costs and expenses associated with the annexation proceeding and any referendum.

12. Notices. Any notice required to be given pursuant to this Agreement shall be given in writing by postage prepaid certified mail, return receipt requested, to addresses of the parties hereto as set forth on Exhibit B, which is attached hereto and made a part hereof.

13. Binding Effect. The obligations and responsibilities expressed in this Agreement shall be binding upon, as applicable, Owners and Developers, their respective heirs, personal representatives, successors and assigns, but shall not be construed as personal obligations or covenants of consumers who purchase lots for residential occupancy after the lots are improved with dwellings by Owners, Developers or their assigns.

14. Agreement Constituting Covenants Running with the Land. The Petitioners hereby agree that, from and after the date of this Agreement, and subject to the satisfaction of the condition precedent specified in Paragraph 2.b. above, the Development Parcels shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, easements, obligations and equitable servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use limitations, easements, obligations, and equitable servitudes shall be deemed to run with and bind to the land and

be and shall be binding and enforceable upon all subsequent owners, their heirs, personal representatives, successors, and assigns, but shall not be construed as personal obligations or covenants of consumers who purchase lots for residential occupancy after the lots are improved with dwellings by Owners, Developers or their assigns; and shall be for the benefit of the City, its successors and assigns, and enforceable by it at law or in equity.

15. Scope of Agreement/Binding Effect. All of the promises, stipulations, obligations, covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements and agreements herein contained shall inure to the benefit of and shall apply to, bind, and be obligatory upon the parties hereto and the heirs, personal representatives, successors and assigns of each whether so expressed or not, but shall not be construed as personal obligations or covenants of consumers who purchase lots for residential occupancy after the lots are improved with dwellings by Owners, Developers or their assigns.

16. Enforcement. If any covenant, condition, restriction, provision, obligation or term of the Agreement which is the responsibility of any one or more of the Owners or Developers of the Development Parcels to fulfill is not satisfied within the time specified in this Agreement, the City may refuse to accept or process applications for, and issue or grant, any further building permits, use and occupancy permits, subdivision approvals or grading permit and sediment control approvals required for any development or construction on any of the Development Parcels, and Owners and Developers waive their rights to compel or require the City to accept, process, issue or grant any such applications, permits or approvals, until the particular covenant, condition, restriction, provision, obligation or term of this Agreement has been satisfied.

1 17. Governing Law. This Agreement is being executed and delivered, and is
2 intended to be performed, in the State of Maryland, and shall be interpreted, construed
3 and enforced in accordance with the laws of such State without regard to those principles
4 governing conflicts or choice of laws.

5 18. Applicability of City Laws. After the annexation of the Annexation
6 Property becomes effective, the Annexation Property and any and all persons who
7 hereafter may reside on the Annexation Property, shall be subject to the Charter and all
8 laws, rules and regulations of the City, and shall be subject to taxation by the City, as all
9 generally are applicable to property and residents of the City, subject to the terms and
10 conditions of this Agreement.

11 19. Gender Based Terminology. In construing this Agreement, feminine,
12 gender neutral or plural nouns and pronouns shall be substituted for those masculine or
13 singular in form, and vice versa, in any place in which the context so requires.

14 20. Agreement Prepared by all Parties. This Agreement has been prepared by
15 all parties hereto, and the language used in this Agreement shall not be construed in favor
16 of or against any particular party or parties.

17 21. Entire Understanding. This Agreement contains the entire understanding
18 of the parties and there are no representations, warranties, or undertakings other than
19 those expressly set forth herein.

20 22. Changes to or Rescission of Agreement.

21 a. This Agreement shall be modified, amended, supplemented or
22 rescinded only in the manner set forth in this Paragraph 22, unless other requirements are
23 expressly provided by law.

b. A modification, amendment, supplementation or rescission of this Agreement shall be effective only if it is made in writing, is executed with the same formality as this Agreement, states the date of the public hearing referred to in subparagraph 22.c., and is recorded among the Land Records of Harford County, Maryland.

c. A modification, amendment, supplementation or rescission of this Agreement shall not be effective unless approved by the Mayor and City Council of Aberdeen after a public hearing first has been held before the Mayor and City Council, notice of which public hearing has been given by publication at least once a week for two successive weeks in a newspaper of general circulation in the City, the last such publication being not less than five nor more than ten days before the public hearing. The notice shall include the date, time, place and purpose of the public hearing, sufficient to advise the public of the nature of the proposed modification, amendment, supplementation or rescission.

d. A party to this Agreement shall not be required to join in any modification, amendment or supplementation of this Agreement unless that party's interest will be affected by the modification, amendment, supplementation or rescission.

23. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

24. Time of Essence. Time is of the essence in this Agreement and of the performance of all obligations under this Agreement.

1 25. Attorney's Fees upon Breach. If any of the Owners or Developers, or
2 their respective heirs, personal representatives, successors or assigns, breach any part of
3 this Agreement, the breaching party, shall pay all reasonable attorney's fees, court costs,
4 cost of suit, and expenses incurred by the City in enforcing the provisions of this
5 Agreement with respect to said breach or in obtaining damages therefore. If the City,
6 breaches any part of this Agreement, the City shall pay all reasonable attorney's fees,
7 court costs, cost of suit, and expenses incurred by the Owners and Developers in
8 enforcing the provisions of this Agreement with respect to said breach or in obtaining
9 damages therefore.

10 26. Effect of Waiver on Breach. The waiver by any party hereto of a breach
11 of any provision of this Agreement shall not operate or be construed as a waiver of such
12 breach by any other party, as an amendment of this Agreement, or as a waiver of any
13 subsequent breach of the same or any other provisions of this Agreement by such waiving
14 party or by any other party hereto.

15 27. Duplicate Counterparts. This Agreement may be executed by the various
16 parties on several separate counterparts hereof, all of which shall together be valid and
17 fully binding upon the parties hereto notwithstanding the fact that the undersigned parties
18 may not have signed the same counterpart.

19 28. Noncontestibility of Agreement. The parties agree not to challenge or
20 contest, and waive any right to challenge or contest, in any legal or equitable proceeding,
21 in any forum whatsoever, the validity, legality or enforceability of this Agreement or any
22 or all of its provisions, terms or conditions.

23 29. Recordation of Agreement. Upon enactment of the Resolution, the City

shall record this Agreement, at the expense of Owners and Developers, among the Land
Records of Harford County, Maryland.

30. Counterparts. This Agreement may be executed via original, facsimile or
electronic (pdf) signatures and in any number of counter parts, all of which when taken
together, shall constitute an original of one and the same document.

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
((Double Parenthesis)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-Out~~ indicates matter stricken from bill by amendment or deleted from
the law by amendment.

* * * indicates existing unmodified text omitted from Ordinance

*[SIGNATURES AND NOTARIAL CERTIFICATES
TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]*

IN WITNESS WHEREOF, and as of the day and year first hereinabove written,
the parties hereto have affixed below their respective signatures and seals to multiple
counterparts of this Agreement, any of which shall be deemed to be an original.

CITY OF ABERDEEN

_____(SEAL)
Patrick L. McGrady, Mayor

ATTEST:

Monica A. Correll, City Clerk

Date: _____

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do
hereby certify that on this ____ day of _____, 2019, appeared PATRICK
L. MCGRADY, MAYOR OF THE CITY OF ABERDEEN, known to me or
satisfactorily proven to me to be the person whose name is subscribed to the within
Annexation Agreement, and said person acknowledged that, being authorized to do so, he
executed the within Annexation Agreement as Mayor on behalf of the City of Aberdeen
for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

ATTEST:

BOSWORTH PROPERTIES, INC.
(Contract Purchaser of Parcel A)

By: _____ (SEAL)
Peter Bosworth, President

SAGE CUSTOM HOMES, LLC
(Contract Purchaser)

By: _____ (SEAL)
Gil Horwitz, Sole Member

SAGE GILBERT, LLC
(Assignee of Contracts for Parcels A & B)

By: _____ (SEAL)
Gil Horwitz, Sole Member

NOVO REALTY, LLC

By: _____ (SEAL)

WITNESS:

Helen Siebert Germeroth

STATE OF MARYLAND, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2019, appeared PETER BOSWORTH, President of Bosworth Properties, Inc., known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed

the within Annexation Agreement on behalf Bosworth Properties, Inc., for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2019, appeared GIL HORWITZ, Sole Member of Sage Custom Homes, LLC, and Sage Gilbert, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement on behalf of Sage Custom Homes, LLC, and Sage Gilbert, LLC, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2019, appeared _____, _____ of Novo Realty, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement on behalf of Novo Realty, LLC, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, _____ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ____ day of _____, 2019, appeared HELEN SIEBERT GERMEROTH, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that she executed the within Annexation Agreement for the purposes therein contained.

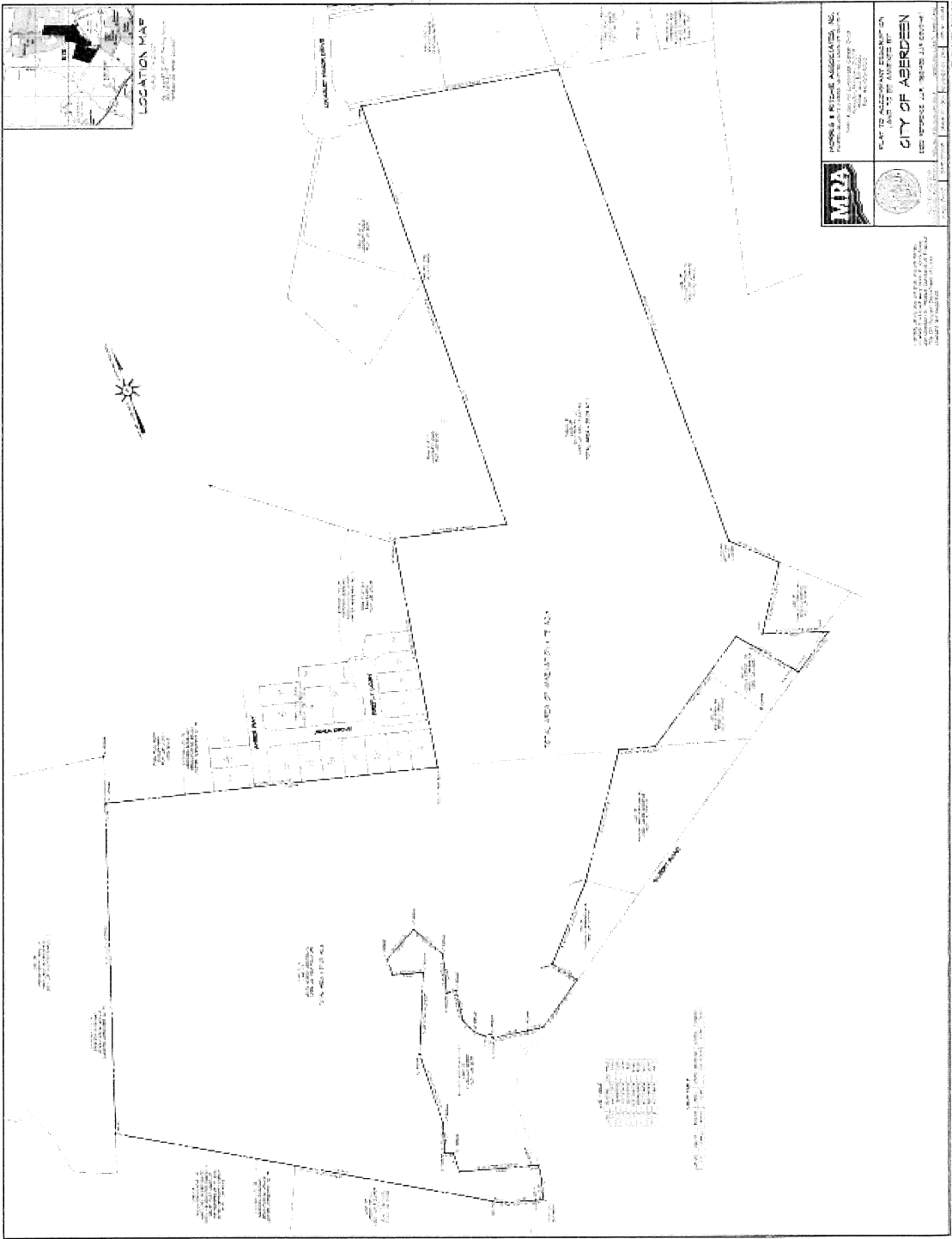
AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

1
2
3
4

EXHIBIT A

Site Plan Entitled “Plat to Accompany Description,
Land to be Annexed by City of Aberdeen”



5

EXHIBIT B

NOTICES

(postage prepaid certified mail, return receipt requested)

NOTICE TO CITY:

Phyllis G. Grover
Director of Planning and Community
Development
City of Aberdeen
60 N. Parke Street
Aberdeen, MD 21001

With copy to:

Frederick C. Sussman, Esquire
Council Baradel
125 West Street, Fourth Floor
Annapolis, MD 21401

NOTICE TO DEVELOPERS:

Peter Bosworth
Bosworth Properties, Inc.
801 St. Georges Road
Baltimore, MD 21210-1408

Gil Horwitz
Sage Custom Homes, LLC
6807 Park Heights Avenue
Suite 100
Baltimore, MD 21215

Gil Horwitz
Sage Gilbert, LLC
6807 Park Heights Avenue
Suite 100
Baltimore, MD 21215

1 With Copy to:

2
3 Joseph F. Snee, Jr., Esquire
4 Snee, Lutche, Helmlinger
5 & Spielberger, P.A.
6 112 South Main Street
7 Bel Air, MD 21014
8

9 **NOTICE TO OWNERS:**

10
11 Helen Siebert Germeroth
12 1719 Gatehouse Court
13 Bel Air, Maryland 21014
14

15 NOVO Realty, LLC
16 c/o Cecil Bank
17 127 North Street
18 Elkton, Maryland 21922