

**COUNCIL OF THE CITY OF ABERDEEN  
RESOLUTION NO. 19-R-03**

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**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

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**RESOLUTION NO. 19-R-03**

**SIEBERT FARM AND ADAMS PROPERTY ANNEXATION**

**RESOLUTION OF THE CITY OF ABERDEEN TO  
EXTEND THE CORPORATE BOUNDARIES OF  
THE TOWN, SUBJECT TO CERTAIN TERMS AND  
CONDITIONS, AND TO DESIGNATE THE ZONING  
CLASSIFICATION OF THE LAND BEING  
ANNEXED.**

1           A Resolution of the City of Aberdeen, adopted pursuant to the authority of  
2   Article XI-E of the Constitution of Maryland and Sections 4-402 and 4-404 of the Local  
3   Government Article of the Annotated Code of Maryland, to enlarge the corporate  
4   boundaries of the City of Aberdeen by annexing to said corporate boundaries 80 acres of  
5   land, more or less, being 75 acres of land, more or less, as surveyed, contiguous to and  
6   adjoining the present corporate boundaries of the City of Aberdeen, being those pieces,  
7   parcels or tracts of land more particularly described hereinafter in a metes and bounds  
8   description incorporated herein as Exhibit A.

9           **WHEREAS**, Petitioners Helen Siebert Germeroth, Novo Realty, LLC, Bosworth  
10   Properties, Inc., Sage Custom Homes, LLC and Sage Gilbert LLC, the owners and

1 contract purchasers of the properties herein described on Exhibit A, requested the City of  
2 Aberdeen, by a Petition for Annexation, to consider annexation of said property to the  
3 lands included within the corporate limits of the City of Aberdeen. The Petition was  
4 accepted by the City. The property to be annexed, as described on Exhibit A, is  
5 comprised of two unimproved parcels of land that are contiguous to and adjoin the  
6 existing boundaries of the City of Aberdeen, and contains a total of 80 acres of land,  
7 more or less, being 75 acres of land, more or less, as surveyed; and

8 **WHEREAS**, as required by Section 4-404 of the Local Government Article of  
9 the Annotated Code of Maryland, the consent for the proposal has been received from the  
10 owners of not less than 25 percent of the assessed valuation of the real property located in  
11 the area to be annexed; and

12 **WHEREAS**, the consents have been verified by the Mayor of the City of  
13 Aberdeen and meet the requirements of the law; and

14 **WHEREAS**, there are no persons who reside in the area to be annexed and who  
15 are registered voters in Harford County elections, and from whom consents to the  
16 annexation would be required.

17 **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of  
18 the City of Aberdeen, that the corporate boundaries of the City of Aberdeen be and the  
19 same are hereby enlarged by adding or annexing thereto the areas contiguous to and  
20 adjoining the present City corporate boundaries the land as particularly described in the  
21 metes and bounds survey property description prepared by Morris & Ritchie Associates,  
22 Inc., and dated August 20, 2018, accompanying this Resolution as Exhibit A and  
23 incorporated by reference as a part hereof.

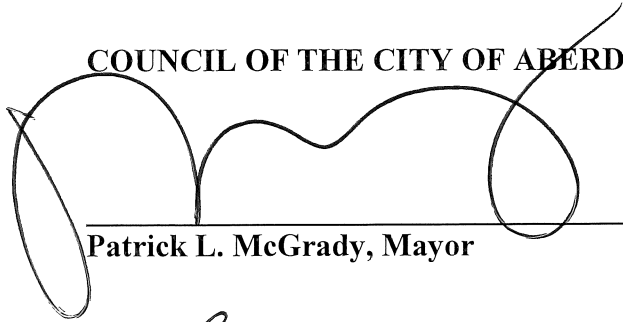
1           **AND BE IT FURTHER RESOLVED** that the conditions and circumstances  
2 applicable to the change in the said corporate boundaries and to the residents and the  
3 property in the area so annexed are as follows:

4           (a) That after the effective date of the amendment to the boundaries of the City of  
5 Aberdeen provided for by this Resolution, the property annexed into the City of  
6 Aberdeen by this Resolution, and all owners of such property and all persons residing  
7 within the areas annexed, shall be subject to the Charter, Code, laws, ordinances and  
8 resolutions of the City of Aberdeen, and an Annexation Agreement entered into between  
9 the City of Aberdeen and Petitioners Helen Siebert Germeroth, Novo Realty, LLC,  
10 Bosworth Properties, Inc., Sage Custom Homes, LLC and Sage Gilbert LLC, a copy of  
11 the form of which is attached to this Resolution as Exhibit B and incorporated by  
12 reference.

13           (b) That the designation of the zoning classification of the land lying within the  
14 area herein described and hereby annexed shall be Integrated Business District (IBD) as  
15 described in the Code of the City of Aberdeen from the effective date of the annexation  
16 until such zoning is changed as provided by law, and the Town's Comprehensive Zoning  
17 Maps shall be amended to reflect the annexation of such property and its zoning as  
18 provided by this Resolution, and the land so annexed shall be subject to all provisions and  
19 conditions of said Code of the City of Aberdeen, including but not limited to those which  
20 are applicable to the Integrated Business District (IBD).

21           **AND BE IT FUTHER RESOLVED**, that this Resolution shall become effective  
22 at the end of forty-five (45) days following its final enactment provided that no Petition  
23 for Referendum hereon shall have been filed as permitted by law.

**COUNCIL OF THE CITY OF ABERDEEN**



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**Patrick L. McGrady, Mayor**



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**Steven E. Goodin, Councilman**



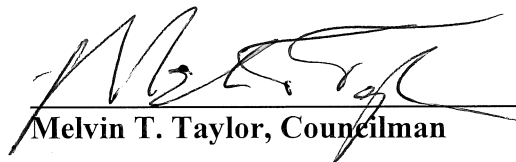
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**Sandra J. Landbeck, Councilwoman**



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**Timothy W. Lindecamp, Councilman**



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**Melvin T. Taylor, Councilman**

**ATTEST:**

**SEAL:**



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**Monica A. Correll, City Clerk**

**Date** August 26, 2019

## METES & BOUNDS DESCRIPTION

[illegible]

75± Acre Parcel of Land  
August 20, 2018  
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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 ½" 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 38 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.

75+/- Acre Parcel of Land  
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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 3/4" 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 Horsemann and Vonda Arlene Horsemann, 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 3/4" 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 3/8" 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 3/8" rebar heretofore set,
26. North 11° 59' 33" West 14.03 feet to a 3/8" rebar heretofore set,

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75± Acre Parcel of Land

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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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75± Acre Parcel of Land

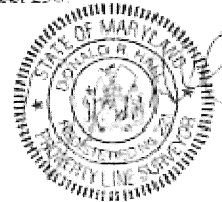
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BEING all of the following two parcels of land:

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. 10863 Folio 467, said land being all of Tax Map 51 Parcel 250.



(Current License Expires 6/18/2020)

**EXHIBIT B**  
**FORM OF ANNEXATION AGREEMENT**  
**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 GERMEROOTH, 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

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

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

7       5.       Water System.

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

20           b.       To the extent required by or to serve the Development Parcels, the  
21 Developers of the Development Parcels shall be responsible for all costs for the  
22 construction of new or the extension of existing water laterals and mains; for the costs of  
23 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.

20 a. During the development of the Development Parcels, the City's  
21 Department of Planning and Community Development and Planning Commission shall  
22 determine the specific types of recreational facilities and locations for such facilities,  
23 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.

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

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

11          14.    Agreement Constituting Covenants Running with the Land. The  
12 Petitioners hereby agree that, from and after the date of this Agreement, and subject to  
13 the satisfaction of the condition precedent specified in Paragraph 2.b. above, the  
14 Development Parcels shall be held, conveyed, encumbered, sold, leased, rented, used,  
15 occupied and improved subject to such covenants, conditions, restrictions, use  
16 limitations, easements, obligations and equitable servitudes as are set forth in this  
17 Agreement, all of which covenants, conditions, restrictions, use limitations, easements,  
18 obligations, and equitable servitudes shall be deemed to run with and bind to the land and  
19 be and shall be binding and enforceable upon all subsequent owners, their heirs, personal  
20 representatives, successors, and assigns, but shall not be construed as personal obligations  
21 or covenants of consumers who purchase lots for residential occupancy after the lots are  
22 improved with dwellings by Owners, Developers or their assigns; and shall be for the  
23 benefit of the City, its successors and assigns, and enforceable by it at law or in equity.

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

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

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

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

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

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

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

16          22.   Changes to or Rescission of Agreement.

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

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



1 Maryland.

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

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

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

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

19       25.   Attorney's Fees upon Breach. If any of the Owners or Developers, or  
20 their respective heirs, personal representatives, successors or assigns, breach any part of  
21 this Agreement, the breaching party, shall pay all reasonable attorney's fees, court costs,  
22 cost of suit, and expenses incurred by the City in enforcing the provisions of this  
23 Agreement with respect to said breach or in obtaining damages therefore. If the City,

breaches any part of this Agreement, the City shall pay all reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Owners and Developers in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages therefore.

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

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

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

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

1  
2  
3  
4

*[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:

1 ATTEST:

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

2  
3  
4  
5 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
6 Peter Bosworth, President  
7

8  
9 SAGE CUSTOM HOMES, LLC  
10 (Contract Purchaser)

11  
12  
13 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
14 Gil Horwitz, Sole Member  
15

16  
17 SAGE GILBERT, LLC  
18 (Assignee of Contracts for Parcels A & B)

19  
20  
21 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
22 Gil Horwitz, Sole Member  
23

24  
25 NOVO REALTY, LLC

26  
27  
28 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
29

30  
31 WITNESS:

32  
33  
34 \_\_\_\_\_ (SEAL)  
35 Helen Siebert Germeroth  
36

37  
38  
39 STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

40  
41 I, the undersigned, a Notary Public in and for the State and County aforesaid, do  
42 hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2019, appeared PETER  
43 BOSWORTH, President of Bosworth Properties, Inc., known to me or satisfactorily  
44 proven to me to be the person whose name is subscribed to the within Annexation  
45 Agreement, and said person acknowledged that, being authorized to do so, he executed

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

3  
4 AS WITNESS my hand and Notarial Seal.

5  
6  
7  
8 \_\_\_\_\_  
9 Notary Public  
10 My Commission Expires:

11  
12 STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

13  
14 I, the undersigned, a Notary Public in and for the State and County aforesaid, do  
15 hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2019, appeared GIL  
16 HORWITZ, Sole Member of Sage Custom Homes, LLC, and Sage Gilbert, LLC, known  
17 to me or satisfactorily proven to me to be the person whose name is subscribed to the  
18 within Annexation Agreement, and said person acknowledged that, being authorized to  
19 do so, he executed the within Annexation Agreement on behalf of Sage Custom Homes,  
20 LLC, and Sage Gilbert, LLC, for the purposes therein contained.

21  
22 AS WITNESS my hand and Notarial Seal.

23  
24  
25  
26 \_\_\_\_\_  
27 Notary Public  
28 My Commission Expires:

29  
30 STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

31  
32 I, the undersigned, a Notary Public in and for the State and County aforesaid, do  
33 hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2019, appeared  
34 \_\_\_\_\_, \_\_\_\_\_ of Novo Realty, LLC,  
35 known to me or satisfactorily proven to me to be the person whose name is subscribed to  
36 the within Annexation Agreement, and said person acknowledged that, being authorized  
37 to do so, he executed the within Annexation Agreement on behalf of Novo Realty, LLC,  
38 for the purposes therein contained.

39  
40 AS WITNESS my hand and Notarial Seal.

41  
42  
43  
44 \_\_\_\_\_  
45 Notary Public  
My Commission Expires:

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

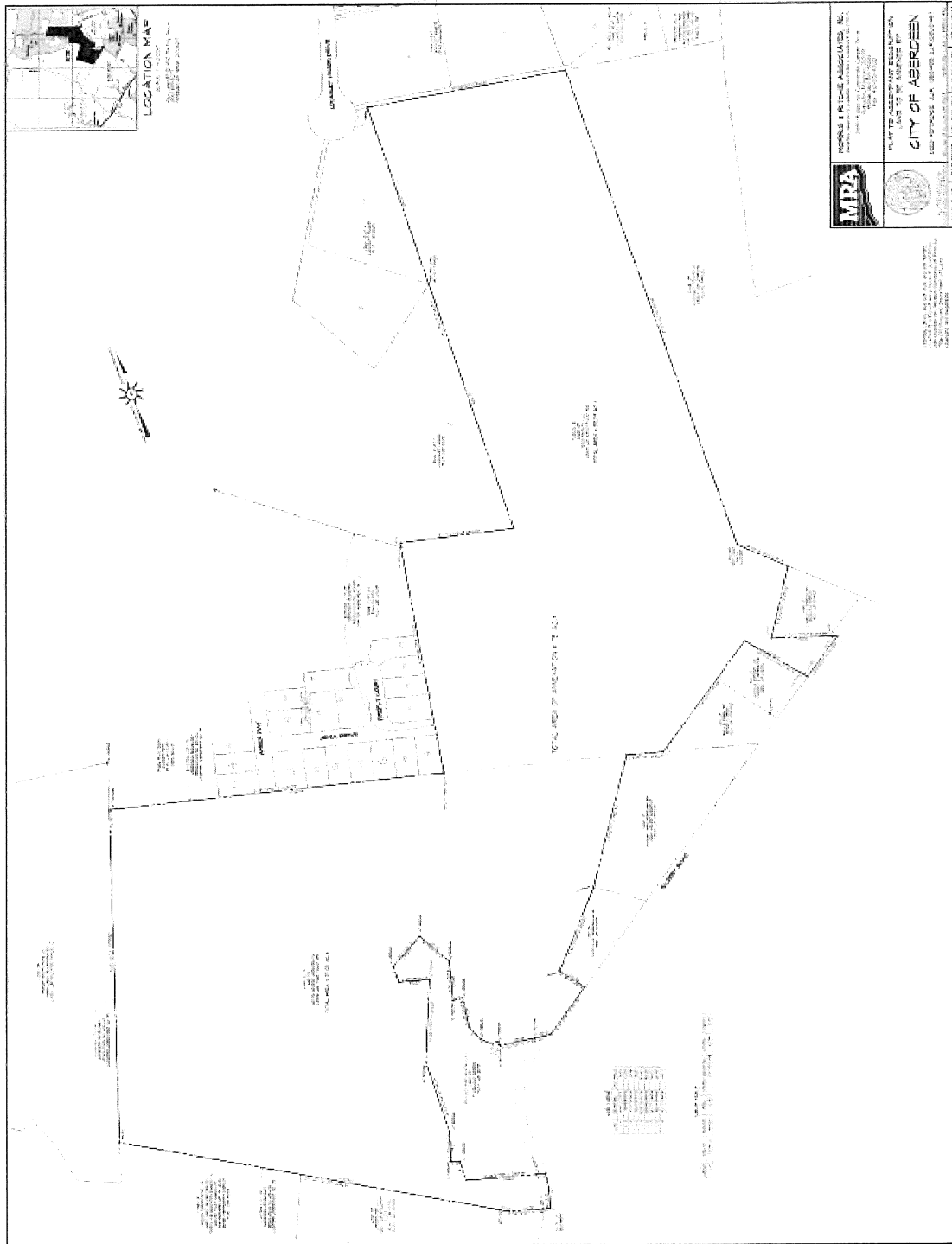
I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2019, appeared HELEN SIEBERT GERMEROTH, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and 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:

**EXHIBIT A**

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





**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