

**COUNCIL OF THE CITY OF ABERDEEN
RESOLUTION NO. 21-R-01**

Date Introduced: March 8, 2021

Sponsored By: Mayor Patrick McGrady

Public Hearing: March 22, 2021

Amendments Adopted: None

Date Adopted: April 12, 2021

Date Effective:

RESOLUTION NO. 21-R-01

LOCKSLEY MANOR, INC.

APPROVAL OF ANNEXATION AGREEMENT

WHEREAS, Petitioner Locksley Manor, Inc., the owner of the properties herein

described as the following tracts or parcels of land provided for in a metes and bounds

written description prepared by Bay State Land Services, attached hereto as Exhibit A:

Parcel A: That property designated on Harford County Tax Map 43 as Parcel 350,

being a part of the property described by Deed dated June 17, 1998, from Henry C. Smedley,

Virginia Smedley, Samuel C. Smedley, and H. Christopher Smedley, unto Locksley Manor,

Inc., and recorded among the Land Records of Harford County, Maryland, at Liber C. G. H. No.

2749, folio 658, containing 20.00 acres±.

Parcel B: That property designated on Harford County Tax Map 43 as Parcel 381, being a

part of the property described by Deed dated June 17, 1998, from Henry C. Smedley, Virginia

Smedley, Samuel C. Smedley, and H. Christopher Smedley, unto Locksley Manor, Inc., and

recorded among the Land Records of Harford County, Maryland, at Liber C. G. H. No. 2749, folio 648, containing 167.766 acres±.

Parcel C: That property designated on Harford County Tax Map 51 as Parcel 166, Lot 12, being all that property described by Deed dated May 28, 2004, from Frank S. Donahue, Inc., and Christian G. Hayes, unto Locksley Manor, Inc., and recorded among the Land Records of Harford County, Maryland, at Liber J. J. R. No. 5414, folio 006, containing 15.898 acres±.

Parcel D: That property designated on Harford County Tax Map 43 as Parcel 392, Lot B, being all that property described by Deed dated June 17, 1998, from Henry C. Smedley, Virginia Smedley, Samuel C. Smedley, and H. Christopher Smedley, unto Locksley Manor, Inc., and recorded among the Land Records of Harford County, Maryland, at Liber C. G. H. No. 2749, folio 663, containing 2.694 acres±.

The property to be annexed, as described on Exhibit A, is comprised of Parcels A, B, C, and D that are contiguous to and adjoin the existing boundaries of the City of Aberdeen, and contain a total of 206.358 acres±, as surveyed; and


WHEREAS, the Mayor and Council of the City of Aberdeen and the Petitioner desire to enter into an Annexation Agreement to set forth terms and conditions under which the City will consider annexing the property described on Exhibit A into the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN, that it hereby approves the Annexation Agreement as embodied in the form of Annexation Agreement attached to this Resolution 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



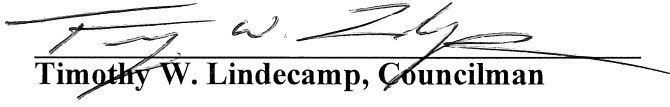
Adam M. Hiob, Councilman



Jason W. Kolligs, Councilman




Sandra J. Landbeck, Councilwoman



Timothy W. Lindecamp, Councilman

ATTEST:

SEAL:



Monica A. Correll, City Clerk

Date April 12, 2021

EXHIBIT A
METES & BOUNDS DESCRIPTION

March 17, 2020
BSLS #04017

LAND OF LOCKSLEY MANOR, INC.

Harford County Tax Map #43, Parcel #350

Parcel "A"

ZONING DESCRIPTION – 20.000 acres of land more or less, lying on the Westerly side of Gilbert Road, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the centerline of Gilbert Road as depicted in a deed recorded in the Land Records of Harford County, Maryland in Liber C.G.H. 2749, folio 661, thence running on or the centerline of said road the following three course and distances;

1. South 16°27'12" East 143.12 feet to a point, thence;
2. South 12°06'34" East 215.02 feet to a point, thence;
3. South 02°16'22" East 195.81 feet to a point, thence leaving said road;
4. North 79°36'33" West 22.44 feet to a point, thence;
5. North 79°36'33" West 1293.05 feet, thence
6. North 16°35'10" East 983.20 feet to a point, thence;
7. South 55°19'20" East 1073.54 feet to a point, thence
8. South 55°19'20" East 45.00 feet to the point of beginning hereof

CONTAINING 20.000 ACRES OF LAND MORE OR LESS.
SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.)
83/86

March 17, 2020
BSLS #04017

LAND OF LOCKSLEY MANOR INC

Harford County Tax Map #43, Parcel #381, Tract I of II, (117.223 Acres)
P/O Parcel "B"

1. North 55° 11' 42" West 44.70 feet,
2. North 55° 19' 20" West 1073.84 feet,
3. South 16° 37' 08" West 983.09 feet to a pipe heretofore set,
4. South 12° 38' 31" West 744.22 feet to a fence post,
5. North 88° 38' 48" East 393.88 feet to a fence post,
6. North 00° 00' 45" East 229.48 feet to a fence post,
7. North 43° 59' 45" East 59.69 feet to a fence post,
8. South 80° 39' 51" East 1036.34 feet to a Pk nail heretofore set in the said center of Gilbert Road, thence running in said center of Gilbert Road and binding on the ninth through the sixteenth lines of said deed, eight courses, viz:
9. South 00° 13' 22" East 475.27 feet to a Pk nail heretofore set,
10. South 04° 48' 15" West 188.75 feet to a Pk nail heretofore set,
11. South 11° 06' 41" West 62.99 feet to a Pk nail heretofore set,
12. South 73° 38' 00" West 816.06 feet to a Pk nail heretofore set,
13. South 72° 41' 57" West 192.70 feet to a Pk nail heretofore set,

14. South 70° 58' 33" West 163.63 feet to a Pk nail heretofore set,
15. South 69° 55' 13" West 266.21 feet to a Pk nail heretofore set,
16. South 70° 50' 56" West 49.35 feet to a Pk nail heretofore set, thence leaving said Gilbert Road and binding on the seventeenth through twentieth lines of said deed, three courses, viz:
17. North 46° 02' 12" West 474.17 feet to a pin heretofore set,
18. North 01° 12' 23" East 1618.56 feet to a pin heretofore set, and
19. North 81° 05' 09" West 616.16 feet to a pin at the northeast corner of Parcel A as shown on a plat entitled "Final Plat Two, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 31, thence binding on said Parcel A,
20. North 86° 32' 34" West 35.24 feet to the east side of Locksley Manor Drive, 75 foot radial width as shown on said plat, thence binding thereon,
21. By a curve to the left with a radius of 75.00 feet and an arc length of 15.11 feet, said curve being subtended by a chord bearing North 02° 18' 24" West 15.08 feet to the southwest corner of Lot 6 as shown on the mentioned plat, thence leaving said Locksley Manor Drive and binding on Lots 6, 5, 4, and 3 as shown on the last mentioned plat, nine courses, viz:
22. South 86° 32' 34" East 37.47 feet,
23. South 81° 05' 09" East 636.87 feet,
24. South 08° 54' 51" West 15.00 feet,
25. South 81° 05' 09" East 300.00 feet,
26. North 07° 24' 17" East 346.88 feet,
27. North 17° 53' 07" West 239.22 feet,

28. North $86^{\circ} 10' 43''$ West 329.73 feet,
29. South $56^{\circ} 12' 21''$ West 274.81 feet, and
30. North $82^{\circ} 37' 08''$ West 326.96 feet to intersect the said east side of Locksley Manor Drive, thence binding thereon as shown on said plat and as shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 32, five courses, viz:
31. By a curve to the left with a radius of 425.00 feet and an arc length of 191.04 feet, said curve being subtended by a chord bearing North $00^{\circ} 05' 05''$ East 189.44 feet to a point of tangency,
32. North $12^{\circ} 47' 34''$ West 370.36 feet to a point of curvature,
33. By a curve to the right with a radius of 745.00 feet and an arc length of 157.31 feet, said curve being subtended by a chord bearing North $06^{\circ} 44' 37''$ West 157.02 feet to a point of tangency,
34. North $00^{\circ} 41' 41''$ West 853.48 feet, and
35. North $44^{\circ} 18' 19''$ East 21.21 feet to the south side of a 30-foot wide road improvement right-of-way as shown on the last mentioned plat, thence binding thereon, four courses, viz:
36. North $89^{\circ} 18' 19''$ East 56.62 feet to a point of curvature,
37. By a curve to the right with a radius of 3484.86 feet and an arc length of 568.89 feet, said curve being subtended by a chord bearing South $86^{\circ} 01' 05''$ East 568.26 feet to a point of tangency, and
38. South $81^{\circ} 20' 28''$ East 350.00 feet to the end of said road improvement right-of-way, and
39. North $08^{\circ} 39' 32''$ East 30.00 feet to the center of said Gilbert Road and to intersect the thirty-fifth line of the first mentioned deed, thence running in the center of Gilbert Road and binding on part of said thirty-fifth line to the end thereof and continuing and binding on the thirty-sixth through fiftieth lines of the first mentioned deed, sixteen courses, viz:

40. South 81° 20' 28" East 696.23 feet to a Pk nail heretofore set,
41. South 85° 07' 27" East 109.58 feet to a Pk nail heretofore set,
42. South 82° 11' 42" East 233.12 feet to a Pk nail heretofore set,
43. South 49° 32' 13" East 36.80 feet to a Pk nail heretofore set,
44. South 29° 17' 31" East 70.08 feet to a Pk nail heretofore set,
45. South 02° 27' 14" East 69.93 feet to a Pk nail heretofore set,
46. South 19° 16' 28" West 69.99 feet to a Pk nail heretofore set,
47. South 21° 02' 36" West 108.95 feet to a Pk nail heretofore set,
48. South 13° 11' 43" West 144.93 feet to a Pk nail heretofore set,
49. South 03° 05' 39" West 107.82 feet to a Pk nail heretofore set,
50. South 15° 38' 28" East 141.98 feet to a Pk nail heretofore set,
51. South 19° 37' 18" East 251.80 feet to a Pk nail heretofore set,
52. South 21° 11' 40" East 181.04 feet to a Pk nail heretofore set,
53. South 22° 05' 55" East 256.50 feet to a Pk nail heretofore set,
54. South 18° 57' 17" East 116.61 feet to a Pk nail heretofore set,
55. South 16° 39' 52" East 203.15 feet to a Pk nail heretofore set,

**CONTAINING 117.223 ACRES OF LAND MORE OR LESS.
SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

March 17, 2020
BSLS #04017

LAND OF LOCKSLEY MANOR INC

Harford County Tax Map #43, Parcel #381, Tract II of II, (50.543 Acres)

P/O Parcel "B"

1. North 09° 20' 36" East 777.21 feet to a pin heretofore set,
2. South 83° 32' 05" East 250.00 feet to a pin heretofore set, and
3. North 07° 59' 40" East 409.90 feet to the south side of a 30-foot wide road improvement right-of-way as shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 32, thence binding thereon, three courses, viz:
4. South 56° 14' 05" East 491.67 feet,
5. South 62° 59' 03" East 72.99 feet, and
6. South 80° 27' 30" East 26.13 feet to the northwest corner of Lot 1 as shown on a plat entitled "Final Plat One, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 64, Folio 24, thence leaving said road improvement right-of-way and binding on the outline of Lots 1 and 2, as shown on the last-mentioned plat, three courses, viz:
7. South 29° 09' 29" West 508.55 feet,
8. South 74° 59' 38" East 450.00 feet, and
9. North 64° 57' 11" East 300.00 feet to the west side of a 50-foot right-of-way known as Locksley Manor Drive and as shown on the first mentioned plat and also shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 31, thence binding on said west side of Locksley Manor Drive, seven courses, viz:
10. South 00° 41' 41" East 445.07 feet to a point of curvature,

11. By a curve to the left with a radius of 795.00 feet and an arc length of 167.86 feet, said curve being subtended by a chord bearing South $06^{\circ} 44' 37''$ East 167.55 feet to a point of tangency,
12. South $12^{\circ} 47' 34''$ East 370.39 feet to a point of curvature,
13. By a curve to the right with a radius of 375.00 feet and an arc length of 193.04 feet, said curve being subtended by a chord bearing South $01^{\circ} 57' 17''$ West 190.92 feet to a point of tangency,
14. South $16^{\circ} 42' 08''$ West 213.35 feet to a point of curvature,
15. By a curve to the right with a radius of 75.00 feet and an arc length of 63.08 feet, said curve being subtended by a chord bearing South $40^{\circ} 47' 49''$ West 61.24 feet to a point of reverse curvature, and
16. By a curve to the left with a radius of 75.00 feet and an arc length of 67.73 feet, said curve being subtended by a chord bearing South $39^{\circ} 01' 19''$ West 65.45 feet to the northeast corner of Lot 11 as shown on the last-mentioned plat, thence leaving said Locksley Manor Drive and binding on part of the outline of Lots 11 and 10 as shown on the last mentioned plat, four courses, viz:
 17. North $76^{\circ} 50' 52''$ West 356.61 feet,
 18. South $30^{\circ} 19' 48''$ West 90.68 feet,
 19. South $02^{\circ} 13' 11''$ West 200.02 feet, and
 20. North $72^{\circ} 06' 01''$ West 190.00 feet to the northwest corner of said Lot 10, thence running for a line of division now made through the first mentioned deed,
 21. South $89^{\circ} 30' 14''$ West 350.35 feet to a pin heretofore set at the end of the eighth or North $20^{\circ} 31' 05''$ East 200.05 foot line of the first mentioned deed, thence binding on the ninth, tenth, and eleventh lines of the first mentioned deed, three courses, viz:
 22. North $06^{\circ} 48' 45''$ West 906.16 feet to a pin heretofore set,
 23. South $88^{\circ} 26' 32''$ West 299.77 feet to a point, and
 24. North $01^{\circ} 35' 31''$ West 314.83 feet to the place of beginning.

CONTAINING 50.543 ACRES OF LAND MORE OR LESS.

SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86

March 17, 2020
BSLS #04017

LAND OF LOCKSLEY MANOR, INC

Harford County Tax Map #51, Parcel #166, Lot 12

Parcel "C"

ZONING DESCRIPTION – 15.898 acres of land more or less, lying on the Southerly side of Locksley Manor Drive, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point on the Southerly right-of-way line of Locksley Manor Drive as depicted on a plat titled "Final Plat 7, Locksley Manor" as recorded in the Plat Records of Harford County, Maryland in Liber C.G.H. 90, folio 70, thence leaving said right-of-way line;

1. South 30° 31'28" West 527.06 feet to a point, thence;
2. South 27° 45'09" East 333.22 feet to a point, thence;
3. North 51° 23'46" East 321.40 feet to a point, thence;
4. South 01° 53' 12" West 831.01 feet to a point, thence;
5. North 77° 45'38" West 348.73 feet to a point, thence;
6. South 14° 02'24" West 15.85 feet to a point, thence;
7. North 51° 35'09" West 597.46 feet to a point, thence;
8. North 25° 06'15" West 766.63 feet to a point, thence;
9. North 20° 28'52" East 200.39 feet to a point, thence;
10. North 89° 30'14" East 350.35 feet to a point, thence;

11. South $05^{\circ} 02' 50''$ West 148.13 feet to a point, thence;
12. South $23^{\circ} 37' 29''$ East 258.30 feet to a point, thence;
13. South $00^{\circ} 44' 16''$ East 75.34 feet to a point, thence;
14. South $15^{\circ} 49' 03''$ East 155.48 feet to a point, thence;
15. South $50^{\circ} 13' 10''$ East 229.50 feet to a point, thence;
16. North $85^{\circ} 53' 01''$ East 103.94 feet to a point, thence;
17. North $51^{\circ} 23' 46''$ East 89.52 feet to a point, thence
18. North $27^{\circ} 45' 09''$ West 342.58 feet to a point, thence;
19. North $30^{\circ} 31' 28''$ East 537.27 feet to a point in the Southerly right-of-way line of Locksley Manor Drive, thence;
20. Binding on the Southerly right-of-way line by a curve to the left with a radius of 75.00 feet for an arc length of 12.93 feet; said curve being subtended by a cord bearing South $44^{\circ} 56' 35''$ East 12.91 feet to the beginning hereof.

CONTAINING 15.898 ACRES OF LAND MORE OR LESS.
SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86

March 17, 2020
BSLS #04017

LAND OF LOCKSLEY MANOR, INC

Harford County Tax Map #43, Parcel #392, Parcel "B"

Parcel "D"

ZONING DESCRIPTION – 2.694 acres of land more or less, lying on the Westerly side of Locksley Manor Drive, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point on the Easterly right-of-way line of Locksley Manor Drive as depicted on a plat titled "Revised Lots 3 and 4 – Final Plat 2, Locksley Manor" as recorded in the Plat Records of Harford County, Maryland in Liber C.G.H. 87, folio 18, thence leaving said right-of-way line;

1. South 82° 37'08" East 326.96 feet to a point, thence;
2. North 56° 12'21" East 274.81 feet to a point, thence;
3. South 86° 10'43" East 329.73 feet to a point, thence;
4. South 17° 53'07" East 239.22 feet to a point, thence;
5. South 07° 24'17" West 346.88 feet to a point, thence;
6. North 81° 05'09" West 300.00 feet to a point, thence;
7. North 08° 54'51" East 15.00 feet to a point, thence;
8. North 68° 52'46" East 250.00 feet to a point, thence;
9. North 09° 14'27" West 330.00 feet to a point, thence;
10. North 86° 10'43" West 250.00 feet to a point, thence;

11. South $73^{\circ} 45' 25''$ West 233.79 feet to a point, thence
12. North $82^{\circ} 37' 08''$ West 328.37 feet to a point in the Easterly right-of-way of Locksley Manor Drive, thence;
13. Binding on the Easterly right-of-way line by a curve to the left with a radius of 425.00 feet for an arc length of 12.58 feet; said curve being subtended by a chord bearing North $13^{\circ} 48' 37''$ East 12.58 feet to the beginning hereof.

CONTAINING 2.694 ACRES OF LAND MORE OR LESS.
SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86

EXHIBIT B

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as “this Agreement”),
entered into this ____ day of _____, 2021, by and among the CITY OF
ABERDEEN (hereinafter referred to as the “City”), a municipal corporation of the State of
Maryland, Party of the First Part, and LOCKSLEY MANOR, INC., Party of the Second Part.

WHEREAS, Resolution 21-R-___ (the “Resolution”) will be considered by the City
Council to extend the corporate boundaries of the City to include therein certain property
described in the Resolution, containing a combined total of 206.358 acres, plus or minus, and to
further set forth specific conditions relating to the annexation, including but not limited to, the
execution of this Agreement.

WHEREAS, the City and the Petitioner intend to enter into this Annexation
Agreement to establish certain terms, circumstances and conditions which will be applicable to
the property if and when it is annexed and to satisfy the conditions set forth in the Resolution. It is
intended by the parties that the provisions of this Agreement are in addition to any other terms
and conditions that may be set forth in the Resolution and any other of the City ordinances,
subdivision regulations, and other rules and regulations that may be applicable to the
development and use of the property referred to in the 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 1. Definitions.

2 Agreement. This Annexation Agreement.

3 Annexation Property. All the real property identified and described in the Resolution as
4 Parcels A, B, C and D.

5 APFO. Code of the City of Aberdeen, Chapter 302. Growth Management, referred to as
6 the Adequate Public Facilities Ordinance.

7 City. The City of Aberdeen.

8 Developer. Locksley Manor, Inc., its successors and assigns.

9 Development Parcels. Parcels A, B, C, and D included and specifically described in the
10 Resolution, generally identified as follows:

11 Parcel A, that property designated on Harford County Tax Map 43 as Parcel 350,
12 containing 20.0 acres \pm .

13 Parcel B, that property designated on Harford County Tax Map 43 as Parcel 381,
14 containing 167.766 acres \pm .

15 Parcel C, that property designated on Harford County Tax Map 51 as Parcel 166, Lot 12,
16 containing 15.898 acres \pm .

17 Parcel D, that property designated on Harford County Tax Map 43 as Parcel 392, Lot B,
18 containing 2.694 acres \pm .

19 Petition. The Petition for Annexation filed by the Petitioner with the City and thereafter
20 accepted by the City in accordance with the provisions of Section 4-404 of the Local
21 Government Article of the Annotated Code of Maryland and Section 235-15 of the City
22 Development Code.

23 Petitioner. Locksley Manor, Inc., its successors, and assigns.

1 Planning Department. Aberdeen Department of Planning and Community
2 Development.

3 Property Owner (“Owner”). Locksley Manor, Inc., its successor and assigns.

4 Resolution. An Annexation Resolution introduced by the Mayor and City Council of
5 Aberdeen, to extend the corporate boundaries of the City by including therein the Annexation
6 Property and setting forth specific conditions relating to the annexation.

7 2. General Provisions:

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

10 b. Conditions of Annexation. The terms, covenants, conditions, and effectiveness
11 of this Agreement except for Paragraph 11 (Payment of Annexation Expenses),
12 all as hereinafter set forth, are contingent upon the enactment of the Resolution by
13 the City Council annexing the Annexation Property and zoning the Annexation
14 Property as Integrated Business District (IBD) and R-1 Low Density Residential
15 District, as specified in Paragraph 3 below, and the taking effect of such
16 Resolution. The provisions of Paragraph 11 are effective upon the execution of
17 this Agreement by the City and Petitioner and remain in effect regardless of
18 whether the annexation becomes effective.

19 3. Permissible Uses of Annexation Property. From and after the effective date of the
20 annexation and until changed by the Aberdeen City Council by ordinance, Parcels A, B, and D,
21 shall be developed and improved only for the principal permitted uses allowed in the
22 Integrated Business District (IBD) and Parcel C shall be developed and improved only for the
23 principal permitted uses allowed in the R-1 Low Density Residential 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 Petitioner 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 Petitioner.

4. Development Requirements Binding on Owner and Developer 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 and §235-18. A., R-1 Low Density Residential 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.

1 5. Water System.

2 a. Water distribution mains do not currently exist at any of the Development Parcels.

3 The City shall provide access to water service for the Development Parcels
4 subject to the water capacity of the City meeting or exceeding applicable Code and
5 regulatory requirements and a public works agreement being executed by the
6 City and the Developer. The City shall make water service available to the
7 Development subject to the Developer meeting all City, County, and State
8 regulatory requirements. After the effective date of the annexation, the City will
9 apply for an amendment to the Harford County Master Water and Sewer Plan.

10 b. To the extent required by or to serve the Development Parcels, the Developer
11 shall be responsible for a share of costs for the construction of new or the
12 extension of existing water laterals and mains; for the costs of the acquisition of
13 the required rights-of-way, connection charges and construction inspection fees
14 associated with such service; and for the cost of any other improvements
15 Developer may elect or is required to make to improve the existing water system
16 in order to meet all requirements of the APFO. However, if Developer elects
17 not to make water system improvements necessary to satisfy APFO
18 requirements for development of the Development Parcels, Developer may not
19 develop the Development Parcels, and may not require City to issue permits and
20 approvals for development on the Development Parcels, until APFO requirements
21 are satisfied.

22 c. Any improvements to the City's water system shall be designed and constructed to
23 ensure sufficient water pressure to protect the health, safety, and welfare of City

residents and to promote the efficiency of the future water service.

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

e. Upon satisfactory completion of construction and final inspection of water system improvements, Owner and Developer shall dedicate and convey the improvements to the City free and clear of liens and encumbrances.

6. Sewer System.

a. Sewer mains do not currently exist at any of the Development Parcels. The City shall provide access to sewer service for the Development Parcels subject to sewer capacity of the City meeting or exceeding applicable Code and regulatory requirements and a public works agreement being executed by the City and the Developer. The City shall make sewer service available to the Development subject to the Developer meeting all City, County, and State regulatory requirements. 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.

b. To the extent required by or to serve the Development Parcels, the Developer shall be responsible for all costs for the construction of new or the extension of existing sewer mains and laterals; for improvement or upgrades to existing pump stations; for other sewer improvements required to serve the Development Parcels; for the cost of the acquisition of the required rights-of-way; for the payments of connection charges, and construction inspection fees; and for the cost of any other improvements Developer may elect or is required to make to

1 improve the existing sewer system in order to meet all requirements of the
2 APFO. However, if Developer elects not to make sewer system improvements
3 necessary to satisfy APFO requirements for development of the Development
4 Parcels, Developer may not develop the Development Parcels, and may not
5 require City to issue permits and approvals for development on the
6 Development Parcels, until APFO requirements are satisfied.

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

10 d. Upon satisfactory completion of construction and final inspection of sewer system
11 improvements, Owner and Developer shall dedicate and convey the
12 improvements to the City free and clear of liens and encumbrances.

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

15 a. The Developer shall be responsible for all costs associated with design and
16 installation of traffic signals and signs resulting from the development of its
17 property. The signals and signs shall be designed and constructed in accordance
18 with the Manual on Uniform Traffic Control Devices.

19 b. Prior to the City issuing any development approvals, the Owner and Developer,
20 at their expense, shall provide the City with a Traffic Impact Analysis (in
21 compliance with the APFO) for the proposed development of the
22 Development Parcel, subject to the City's approval of the scope of the Analysis
23 and of the traffic consultant performing the Analysis, such approval not to be

unreasonably withheld. The Traffic Impact Analysis will be reviewed by the City of Aberdeen and the Harford County Departments of Public Works and Planning and Zoning. Based on their collective reviews and requirements, Developer shall construct, at its expense, all on-site and off-site road improvements within the time required reasonably by the City's development process.

c. The Developer shall be required to pay all costs associated with the construction, reconstruction, upgrading, or widening of existing roadways, of all internal roadways, bridges, curb and gutters, storm drain systems and stormwater management facilities, acquisition of all required road rights-of-ways, reimbursement to the City for all costs and attorney's fees associated with condemnation to acquire road rights-of-way, if deemed reasonably necessary by the City, and other related required roadway expenses resulting from the development of the Development Parcels.

d. Each of the foregoing improvements (water, sewer, roads) located in the City, not including stormwater management facilities, shall be owned, and maintained by the City, and, upon completion of construction and satisfactory final inspection of each improvement, and prior to the release of any maintenance bonds for such improvement, shall be conveyed by the Owner and Developer to the City in fee simple free and clear of liens and encumbrances.

e. Stormwater management facilities shall be owned and maintained by the Owner of the Development Parcels or portion thereof upon which the stormwater management facilities are located. After a homeowner's association is established

1 for the Development Parcels or portions thereof, the Owner of such property
2 shall dedicate and convey such stormwater management facilities, in fee simple
3 and free and clear of liens and encumbrances, to a homeowner's association
4 established for the Development Parcels or portions thereof in which the
5 stormwater management facilities are located.

6 f. If Gilbert Road is annexed into the City's corporate limits and conveyed by
7 Harford County to the City, Developer shall be responsible for treating 100% of
8 stormwater flowing from any Gilbert Road improvements installed by
9 Developers. After Gilbert Road stormwater facilities are constructed and approved,
10 they shall be conveyed to the City for ownership in fee simple, free and clear of
11 liens and encumbrances.

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

15 h. The Developer shall, prior to the issuance of any building permits, enter into a
16 Public Works Agreement with the City, and for all County-owned roads enter into
17 a separate Public Works Agreement with Harford County for County road
18 improvements and required bonding. The Owner shall join in the Public Works
19 Agreement for that Parcel to consent to its terms and to bind that Parcel.

20 8. Sidewalk Improvements, Vehicular and Pedestrian Connections.

21 a. The Sidewalk Improvements, Vehicular and Pedestrian Connections for the
22 Development Parcels shall be governed by §235-18 K., Integrated Business
23 District and §235-18 A., R-1 Low Density Residential District of the City

Development Code, as amended from time to time.

- b. During the development phase of each Development Parcel Developer shall make every effort to provide both vehicular and pedestrian connections to any adjoining residential neighborhoods.

9. Recreation.

- a. During the development of the Development Parcels, the City's Department of Planning and Community Development and Planning Commission will 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 Developer shall install and maintain, at its expense, such recreation facilities as the City may determine for each Development Parcel.

- b. Developer 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. Developer understands and acknowledges 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 commercial and residential growth from the annexed Development Parcels. Therefore, Developer agrees to

1 pay to the City \$599,000.00 (hereinafter "Total Developer Contribution") as set
2 forth in subparagraph b. to offset the City's costs.

- 3 b. The Total Developer Contribution shall be paid on a pro-rated basis determined
4 by the proportionate share of the Total Developer Contribution area (206.358
5 acres) hereinafter called "Developer Parcel Contribution." By way of example,
6 for Parcel A the Total Developer Contribution of \$599,000.00 multiplied by
7 (20/206.358) would result in a Developer Parcel Contribution of \$58,054.45
8 for Parcel A. The amount of the Developer Parcel Contribution for each Parcel
9 shall be apportioned equally to each platted lot in that Parcel, and the
10 proportionate share shall be paid in full prior to the issuance of a building permit
11 for each lot. The City shall not be required to, and shall not, issue a building permit for
12 a lot until the Developer Lot Contribution for that lot has been paid in full. The
13 total amount of the Developer Parcel Contribution payable for a Development Parcel
14 is a lien on that Parcel, and on every lot in that Parcel, until paid in full, except
15 that the lien shall be released as to any lot that is sold to a purchaser for residential
16 occupancy after the lot is improved with a dwelling by Owner, Developer, or their
17 successors or assigns.

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

- 19 a. The Petitioner shall pay to the City all reasonable and actual costs and
20 expenses of the City associated with the requested annexation of the Annexation
21 Property, exclusive of costs of internal City staff time, up to a maximum of
22 Seventeen Thousand Three Hundred Fifty-five Dollars and Zero Cents
23 (\$17,355.00). 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, Petitioner 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 Petitioner's designee any monies paid more than the City's actual costs and expenses associated with the annexation proceeding, including any referendum. Petitioner shall pay to the City, within 30 days after demand by the City, any difference between monies previously paid by Petitioner 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 A, 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, Owner and Developer, their respective heirs, personal representatives, successors, and assigns, but shall not be construed as the personal obligations or covenants of any consumer who purchases a lot for residential

1 occupancy after the lot is improved with a dwelling by Owner, Developer, or their
2 successors or assigns.

3 14. Agreement Constituting Covenants Running with the Land. The Petitioner hereby agrees
4 that, from and after the date of this Agreement, and subject to the satisfaction of the
5 condition precedent specified in Paragraph 2.b. above, the Annexation Property and
6 Development Parcels shall be held, conveyed, encumbered, sold, leased, rented, used,
7 occupied and improved subject to such covenants, conditions, restrictions, use
8 limitations, easements, obligations and equitable servitudes as are set forth in this
9 Agreement, all of which covenants, conditions, restrictions, use limitations, easements,
10 obligations, and equitable servitudes shall be deemed to run with and bind the land and
11 be and shall be binding and enforceable upon all subsequent owners, their heirs, personal
12 representatives, successors, and assigns, but shall not be construed as personal obligations
13 or covenants of any consumer who purchases a lot for residential occupancy after the lot is
14 improved with a dwelling by Owner, Developer or their successors or assigns; and shall
15 be for the benefit of the City, its successors and assigns, and enforceable by it at law or
16 in equity.

17 15. Scope of Agreement/Binding Effect. All of the promises, stipulations, obligations,
18 covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements
19 and agreements herein contained shall inure to the benefit of and shall apply to, bind, and
20 be obligatory upon the parties hereto and the heirs, personal representatives,
21 successors and assigns of each whether so expressed or not, but shall not be construed as
22 personal obligations or covenants of any consumer who purchases a lot for
23 residential occupancy after the lot is improved with a dwelling by Owner, Developer

or their successors or assigns.

16. Enforcement. If any covenant, condition, restriction, provision, obligation or term of the Agreement which is the responsibility of the Owner or Developer 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 Owner and Developer 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.

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

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

19. Gender Based Terminology. In construing this Agreement, feminine, gender neutral or plural nouns and pronouns shall be substituted for those masculine or singular in form,

and vice versa, in any place in which the context so requires.

20. Agreement Prepared by all Parties. This Agreement has been prepared by all parties

hereto, and the language used in this Agreement shall not be construed in favor of or
against any party or parties.

21. Entire Understanding. This Agreement contains the entire understanding of the parties

and there are no representations, warranties, or undertakings other than those expressly
set forth herein.

22. Changes to or Rescission of Agreement.

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

1 purpose of the public hearing, sufficient to advise the public of the nature of the
2 proposed modification, amendment, supplementation, or rescission.

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

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

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

10 25. Attorney's Fees upon Breach. If any of the Petitioner, Owner or Developer, or their
11 respective heirs, personal representatives, successors or assigns, breach any part of this
12 Agreement, the breaching party, shall pay all reasonable attorney's fees, court costs, cost
13 of suit, and expenses incurred by the City in enforcing the provisions of this Agreement
14 with respect to said breach or in obtaining damages, therefore. If the City, breaches any
15 part of this Agreement, the City shall pay all reasonable attorney's fees, court costs, cost
16 of suit, and expenses incurred by the Owners and Developers in enforcing the provisions
17 of this Agreement with respect to said breach or in obtaining damages, therefore.

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

23 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 full binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

28. Non-contestability 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 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.

[SIGNATURES AND NOTARIAL CERTIFICATES

TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]

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

4
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_____, 2021, 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:

LOCKSLEY MANOR, INC.

_____ By: _____ (SEAL)
Samuel C. Smedley, President

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 _____, 2021, appeared Samuel C. Smedley, President of Locksley Manor, 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 Locksley Manor, Inc., for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires

EXHIBIT A

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 12

With copy to:

Frederick C. Sussman, Esquire
Council Baradel
125 West Street, Fourth Floor
Annapolis, MD 21401 19

NOTICE TO DEVELOPERS:

Mr. Samuel C. Smedley, President
Locksley Manor, Inc.
740 Gilbert Road
Aberdeen, Maryland 21001 26

With a copy to:

Bradley R. Stover, Esquire
Shaffer, McLauchlin & Stover, LLC
836 S. Main Street, Suite 102
Bel Air, Maryland 21014