

**COUNCIL OF THE CITY OF ABERDEEN
RESOLUTION NO. 22-R-05**

Date Introduced: March 14, 2022

Sponsored By: Councilman Adam Hiob and Councilwoman Sandra Landbeck

Public Hearing: March 28, 2022

Amendments Adopted: None

Date Adopted: April 11, 2022

Date Effective:

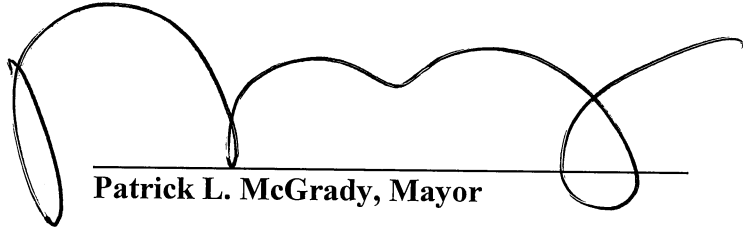
RESOLUTION NO. 22-R-05

**LAND OF PRESBYTERIAN HOME OF MARYLAND, INCORPORATED
APPROVAL OF ANNEXATION AGREEMENT**

WHEREAS, Petitioner Presbyterian Home of Maryland Inc. (the “Owner”), is the owner of the two properties identified below and Petitioner Goldstone Properties, LLC (the “Developer”) is the developer of the property being the subject of that certain Adequate Public Facilities Agreement dated October 20, 2021 between the Petitioners and the City of Aberdeen, which property includes the two properties herein collectively described in a metes and bounds written description prepared by Morris & Ritchie Associates, Inc., attached hereto as Exhibit A, containing 9.062 acres of land, more or less:

Parcel 951 – The property designated on Harford County Tax Map 51 containing 8.56 acres of land, more or less, being all of that property described by Deed dated January 15, 2008, from Vernon K. Johnson, Trustee under the Vernon K. Johnson Trust, unto Petitioner Presbyterian Home of Maryland, Incorporated, and recorded among the Land Records of Harford County, Maryland, at Liber J. J. R. No. 7844, folio 234; and being all the land designated as “Land of

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

1 Presbyterian Home of Maryland, Inc. 7844/234,” on the exhibit plat entitled “Annexation Exhibit
2 Plat Land of Presbyterian Home of Maryland, Inc.”, dated April 12, 2019 prepared by Morris &
3 Ritchie Associates, Inc., labeled as Exhibit B to the Petition for Annexation; and

4 Parcel 946 - The property designated on Harford County Tax Map 51 containing 0.5 acres
5 of land, more or less, being the portion of the property described as “Parcel C” in a deed dated
6 August 31, 2010, from the Village at Carsin’s Run, LLC, unto the Petitioner Presbyterian Home
7 of Maryland, Incorporated, recorded in Liber J. J. R. No. 8820, folio 335; and being all that area
8 designated as “Land of Presbyterian Home of Maryland, Inc. 8820/335(C)”, on the exhibit plat
9 entitled “Annexation Exhibit Plat Land of Presbyterian Home of Maryland, Inc.” dated April 12,
10 2019, prepared by Morris & Ritchie Associates, Inc.” attached hereto and incorporated by
11 reference herein as Exhibit B to the Petitioners’ Petition for Annexation; and

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

15 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY**
16 **COUNCIL OF THE CITY OF ABERDEEN**, that it hereby approves the Annexation
17 Agreement as embodied in the form of an Annexation Agreement attached to this Resolution as
18 Exhibit C and incorporated by reference herein and authorizes the execution thereof by the Mayor
19 on behalf of the City.

EXHIBIT A

METES & BOUNDS DESCRIPTION

BEGINNING for the same at a point in the northwest right of way line of Long Drive, formerly Technology Drive Extended, 80 feet wide, as shown on plats entitled "Technology Drive Extended Right of Way Plat" Sheets 2 of 3 and 3 of 3, and recorded among the Land Records of Harford County, Maryland in DPW Plat Book 5, Folios 41 and 42, said point being at the beginning point of a deed from Vernon K. Johnson, Trustee under the Vernon K. Johnson Trust, to Presbyterian Home of Maryland, Inc., dated January 15, 2008 and recorded among the Land Records of Harford County, Maryland in Liber 7844, Folio 234, said point also being at the beginning point of Parcel C in a deed from The Village at Carsin's Run, LLC, to Presbyterian Home of Maryland, Incorporated, dated August 31, 2010 and recorded among the Land Records of Harford County, Maryland in Liber JJR 8820, Folio 335, thence leaving the said right of way and binding on all of the first line of the first mentioned deed and on all of the first and second lines of the said Parcel C, as now surveyed, with all bearings referred to the Maryland Coordinate System (NAD '83/91),

1. North 58° 36' 32" West 727.48 feet, thence binding on all of the second line of the first mentioned deed and binding in part on the third line of the aforesaid Parcel C,
2. North 31° 22' 14" East 469.65 feet, thence binding on the third line of the first mentioned deed,
3. South 69° 56' 00" East, passing over a stone heretofore planted at a distance of 238.06 feet, 822.28 feet to a point and to intersect the aforesaid northerly right of way line of Long Drive, thence binding thereon and binding on the fourth line of the first mentioned deed,
4. By a non-tangent curve to the left with a radius of 360.00 feet and an arc length of 278.97 feet, said curve being subtended by a chord bearing South 51° 23' 28" West 272.04 feet, to a point of tangency, thence continuing to bind on the aforesaid right of way and binding on all of the fifth line of the first mentioned deed, and in part binding on the last line of the aforesaid Parcel C,
5. South 29° 11' 31" West 375.76 feet to the place of beginning.

CONTAINING 9.062 acres of land, more or less.

BEING all of the land conveyed by and described in a deed from Vernon K. Johnson, Trustee under the Vernon K. Johnson Trust, to Presbyterian Home of Maryland, Inc., dated January 15, 2008 and recorded among the Land Records of Harford County, Maryland in Liber 7844, Folio

234; BEING ALSO included within the described 9.062 acre parcel all of the land conveyed by and described as Parcel C in a deed from The Village at Carsin's Run, LLC, to Presbyterian Home of Maryland, Incorporated, dated August 31, 2010 and recorded among the said Land Records in Liber JJR 8820, Folio 335.

(Amended September 3, 2013 – Non-substantive revision of BEING clause and correction of a typographical error in the chord bearing of course 4)

EXHIBIT B

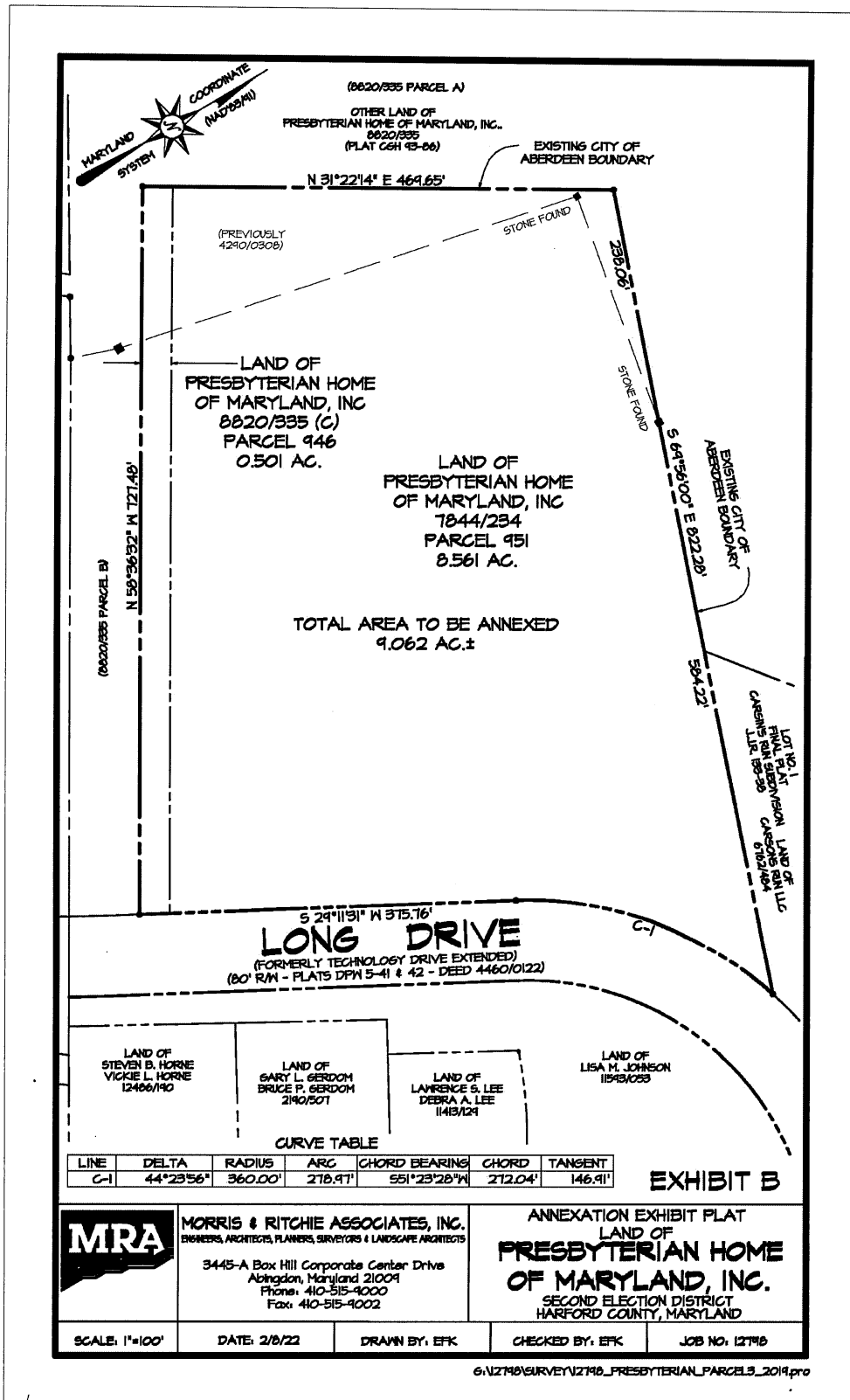


EXHIBIT C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as “this Agreement”), entered into this ____ day of _____, 2022, 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 PRESBYTERIAN HOME OF MARYLAND, INCORPORATED, Maryland corporation (hereinafter referred to as “PHM”), Party of the Second Part, and GOLDSTONE PROPERTIES, LLC, a Maryland limited liability company (hereinafter referred to as “Goldstone”), Party of the Third Part.

WHEREAS, Resolution 21-R-07 (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 9.062 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 Petitioners 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. Definitions.

Agreement. This Annexation Agreement.

Annexation Property. All the real property identified in the Resolution as Tax Map 51, Parcels 951 and 946, and described on Exhibit A and depicted on Exhibit B to the Resolution.

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

APFA – Adequate Public Facilities Agreement dated October 20, 2021, by and between Goldstone Properties, LLC, Presbyterian Home of Maryland Incorporated and City of Aberdeen, attached hereto and incorporated herein as Exhibit E.

City. The City of Aberdeen.

Developer. Goldstone Properties, LLC, its successors and assigns.

Development Parcels. Tax Map Parcels 951 and 946 with a combined total land area of 9.062 acres, more or less, included and specifically described in the Resolution.

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

Petitioners. Presbyterian Home of Maryland, Incorporated and Goldstone Properties LLC, their successors, and assigns.

Planning Department. Aberdeen Department of Planning and Community Development.

Property Owner (“Owner”). Presbyterian Home of Maryland, Incorporated, its successor

and assigns.

Resolution. Resolution No. 21-R-07, introduced by the Mayor and City Council of Aberdeen, to extend the corporate boundaries of the City by including therein the Annexation Property and setting forth specific conditions relating to the annexation.

2. General Provisions:

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

b. Conditions of Annexation. The terms, covenants, conditions, and effectiveness of this Agreement except for Paragraph 11 (Payment of Annexation Expenses), all as hereinafter set forth, are contingent upon the enactment and taking effect of the Resolution by the City Council annexing the Annexation Property and zoning the Annexation Property as Integrated Business District (IBD), as specified in Paragraph 3 below. 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 or is revoked by Petitioners.

3. Permissible Uses of Annexation Property. From and after the effective date of the annexation and until changed by the Aberdeen City Council by ordinance, the Development Parcels shall be developed and improved only for the principal permitted uses allowed in the Integrated Business District (IBD). 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

1 density, not exceeding 50%, than could be granted for the proposed development in accordance
2 with Harford County's Agricultural (AG) zoning classification in effect at the time of annexation. It
3 is the mutual expectation of the parties that the County Council will grant such approval, but the
4 failure of the Harford County Council to grant such approval shall not affect the effectiveness or
5 validity of this Agreement. The Petitioners shall be responsible for requesting express approval
6 from the Harford County Council and providing the official response from the County Council to
7 the City. The City shall join in the Express Approval as needed by Petitioners in order to develop
8 the Development Parcels into the residential subdivision proposed by the Petitioners as depicted
9 on the Preliminary Site Plan for Aberdeen Overlook as heretofore approved by the Aberdeen City
10 Council.

11 4. Development Requirements Binding on Owner and Developer of the Development
12 Parcels.

13 a. Design, Development, Use and Restrictions. The Design, Development, Use and
14 Restrictions of the Development Parcels shall be governed by §235-18. K.,
15 Integrated Business District (IBD) of the Code of the City of Aberdeen, as amended
16 from time to time, and other applicable City, Harford County and State development
17 laws, regulations, processes, and procedures in effect from time to time, including
18 the City's Adequate Public Facilities Ordinance.

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

1 5. Water System.

2 a. Water distribution mains do not currently exist at either of the Development
3 Parcels. 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, a public works agreement being executed by the City
6 and the Owner and Developer, and the Harford County Master Water and Sewer
7 Plan authorizing the City to serve the Development Parcels with City water service.
8 The City shall make water service available to the Development subject to the
9 Owner and Developer meeting all City, County, and State regulatory requirements.
10 After the effective date of the annexation, the City will apply for such an amendment
11 to the Harford County Master Water and Sewer Plan.

12 b. To the extent required by or to serve the Development Parcels, the Owner and
13 Developer shall be responsible for a share of costs for the construction of new or
14 the extension of existing water laterals and mains; for the costs of the acquisition
15 of the required rights-of-way, connection charges and construction inspection fees
16 associated with such service; and for the cost of any other improvements Owner
17 and Developer may elect or are required to make to improve the existing water
18 system in order to meet all requirements of the APFO; provided, however, the
19 parties hereto agree that the APFO costs of the water system are expressly set forth
20 within the APFA. However, if Owner and Developer elect not to make water
21 system improvements necessary to satisfy APFO requirements for development of
22 the Development Parcels, Owner and Developer may not develop the Development

1 Parcels, and may not require City to issue permits and approvals for development
2 on the Development Parcels, until APFO requirements are satisfied.

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

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

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

12 6. Sewer System.

13 a. Sewer mains do not currently exist at either of the Development Parcels. The
14 City shall provide access to sewer service for the Development Parcels subject to
15 sewer capacity of the City meeting or exceeding applicable Code and regulatory
16 requirements, a public works agreement being executed by the City and the
17 Owner and Developer, and the Harford County Master Water and Sewer Plan
18 authorizing the City to serve the Development Parcels with City sewer service. The
19 City shall make sewer service available to the Development subject to the Owner
20 and Developer meeting all City, County, and State regulatory requirements. After
21 the effective date of the annexation, the City will apply to Harford County for
22 such an amendment to the Master Water and Sewer Plan.

- 1 b. To the extent required by or to serve the Development Parcels, the Owner and
2 Developer shall be responsible for all costs for the construction of new or the
3 extension of existing sewer mains and laterals; for improvement or upgrades
4 to existing pump stations; for other sewer improvements required to serve the
5 Development Parcels; for the cost of the acquisition of the required rights-of-
6 way; for the payments of connection charges, and construction inspection fees;
7 and for the cost of any other improvements Owner and Developer may elect or are
8 required to make to improve the existing sewer system in order to meet all
9 requirements of the APFO; provided, however, the parties agrees that the APFO
10 costs of the sewer system are expressly set forth in the APFA. However, if Owner
11 and Developer elect not to make sewer system improvements necessary to satisfy
12 APFO requirements for development of the Development Parcels, Owner and
13 Developer may not develop the Development Parcels, and may not require the
14 City to issue permits and approvals for development on the Development Parcels,
15 until APFO requirements are satisfied.
- 16 c. All sewer system improvements shall be constructed in accordance with the City's
17 Standard Specifications and Construction Details and other relevant statutory and
18 regulatory provisions, including the APFO.
- 19 d. Upon satisfactory completion of construction and final inspection of sewer system
20 improvements, Owner and Developer shall dedicate and convey the improvements
21 to the City free and clear of liens and encumbrances.
- 22

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

3 a. The Owner and Developer shall be responsible for all costs associated with design
4 and installation of traffic signals and signs resulting from the development of the
5 Development Parcels. The signals and signs shall be designed and constructed in
6 accordance with the Manual on Uniform Traffic Control Devices.

7 b. Prior to the City issuing any development approvals, the Owner and Developer,
8 at their expense, shall provide the City with a Traffic Impact Analysis (in
9 compliance with the APFO) for the proposed development of the Development
10 Parcels, subject to the City's approval of the scope of the Analysis and of the traffic
11 consultant performing the Analysis, such approval not to be unreasonably withheld.
12 The Traffic Impact Analysis will be reviewed by the City of Aberdeen and the
13 Harford County Departments of Public Works and Planning and Zoning. Based
14 on their collective reviews and requirements, Owner and Developer shall construct,
15 at their expense, all on-site and off-site road improvements within the time required
16 reasonably by the City's development process.

17 c. The Owner and Developer shall pay all costs associated with the construction,
18 reconstruction, upgrading, or widening of existing roadways, of all internal
19 roadways, bridges, curb and gutters, storm drain systems and stormwater
20 management facilities, acquisition of all required road rights-of-ways,
21 reimbursement to the City for all costs and attorney's fees associated with
22 condemnation to acquire road rights-of-way, if deemed reasonably necessary by the

1 City, and other related required roadway expenses resulting from the development
2 of the Development Parcels.

3 d. Each of the foregoing improvements (water, sewer, roads) located in the City, other
4 than stormwater management facilities, shall be owned, and maintained by the
5 City, and, upon completion of construction and satisfactory final inspection of each
6 improvement, and prior to the release of any maintenance bonds for such
7 improvement, shall be conveyed by the Owner and Developer to the City in fee
8 simple free and clear of liens and encumbrances.

9 e. Stormwater management facilities shall be owned and maintained by the Owner
10 of the Development Parcels or portion thereof upon which the stormwater
11 management facilities are located. After a homeowners association is established
12 for the Development Parcels or portions thereof, the Owner of such property shall
13 dedicate and convey such stormwater management facilities, in fee simple and free
14 and clear of liens and encumbrances, to a homeowners association established for
15 the Development Parcels or portions thereof in which the stormwater management
16 facilities are located.

17 f. If either or both of Long Drive and Aldino-Stepney Road is annexed into the City's
18 corporate limits and conveyed by Harford County to the City, Owner and Developer
19 shall be responsible for treating 100% of stormwater flowing from any road
20 improvements installed by Developers. After Long Drive and Aldino-Stepney Road
21 stormwater facilities are constructed by Owner and Developer and approved, they shall
22 be conveyed to the City for ownership in fee simple, free and clear of liens and

1 encumbrances.

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

5 h. The Developer, prior to the issuance of any building permits for development on
6 either or both of the Development Parcels, shall enter into a Public Works
7 Agreement with the City, and, for all road improvements to County-owned roads,
8 enter into a separate Public Works Agreement with Harford County as required
9 by the County. Each public works agreement shall be supported by such bonding
10 or other security as the City and County requires. The Owner of each
11 Development Parcel shall join in the Public Works Agreement for that Parcel to
12 consent to its terms and to bind that Parcel.

13 8. Sidewalk Improvements, Vehicular and Pedestrian Connections.

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

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

1 9. Recreation.

2 a. During the development of the Development Parcels, the City's Department of
3 Planning and Community Development and Planning Commission shall
4 determine the specific types of recreational facilities and locations for such
5 facilities, relative to the specific development of each parcel of the Development
6 Parcels, as may be required by the Code of the City of Aberdeen, Chapter 235,
7 Development Code. The Owner and Developer shall install and maintain, at its
8 expense, such recreation facilities as the City may determine for each
9 Development Parcel.

10 b. Developer may use open space to serve recreational purposes and preserve
11 significant site features. Open space intended to serve recreational purposes must
12 be appropriate to the scale and character of the residential development,
13 considering its size, density, anticipated population, and number and type of
14 dwelling units proposed, as per the Code of the City of Aberdeen, Chapter 235,
15 Development Code.

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

18
19 Developer understands and acknowledges that the annexation and development of the
20 Development Parcels will result in a need for additional City facilities and equipment to address
21 the impacts of residential growth from the annexed Development Parcels. Therefore, Developer
22 agrees to pay to the City \$26,300 (hereinafter "Total Developer Contribution") to offset the City's

costs. The Total Developer Contribution shall be paid in full prior to the recordation of subdivision plats for land development.

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

a. PHM shall pay to the City all reasonable and actual costs and expenses of the City associated with the requested annexation of the Annexation Property, exclusive of costs of internal City staff time, up to a maximum of eighteen thousand four hundred and seventy-four dollars (\$18,474.00). 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. The City acknowledges, covenants and agrees that the sum of \$18,474.00 has been paid in full by PHM.

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' designee any monies paid more than 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 be given in
2 writing by postage prepaid certified mail, return receipt requested, to addresses of the
3 parties hereto as set forth on Exhibit D, which is attached hereto and made a part hereof.

4 13. Binding Effect. The obligations and responsibilities expressed in this Agreement shall be
5 binding upon, as applicable, Owner and Developer, their respective heirs, personal
6 representatives, successors, and assigns, but shall not be construed as the personal
7 obligations or covenants of any consumer who purchases a lot for residential occupancy
8 after the lot is improved with a dwelling by Owner, Developer, or their successors or
9 assigns.

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

1 in equity. Furthermore, notwithstanding anything to the contrary in the APFA, from and
2 after the date of this Agreement the APFA is a covenant running with the Annexation
3 Property and Development Parcels to the same extent as this Agreement.

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

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

22 17. Governing Law. This Agreement is being executed and delivered, and is intended to be

1 performed, in the State of Maryland, and shall be interpreted, construed, and enforced in
2 accordance with the laws of such State without regard to those principles governing
3 conflicts or choice of laws.

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

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

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

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

18 22. Changes to or Rescission of Agreement.

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

22 b. A modification, amendment, supplementation, or rescission of this Agreement

1 shall be effective only if it is made in writing, is executed with the same
2 formality as this Agreement, states the date of the public hearing referred to in
3 subparagraph 22.c., and is recorded among the Land Records of Harford County,
4 Maryland.

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

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

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

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

21 25. Attorney's Fees upon Breach. If any of the Petitioners, Owner or Developer, or their
22 respective heirs, personal representatives, successors or assigns, breach any part of this

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

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

12 27. Duplicate Counterparts. This Agreement may be executed via original, facsimile, or
13 electronic (pdf) signatures by the various parties on several separate counterparts hereof,
14 all of which shall together be valid and full binding upon the parties hereto notwithstanding
15 the fact that the undersigned parties may not have signed the same counterpart.

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

20 29. Recordation of Agreement. Upon enactment of the Resolution and execution of this
21 Agreement, the City shall record this Agreement, at the expense of Owner and Developer,
22 among the Land Records of Harford County, Maryland.

1 30. Petitioners' Right to Revoke. This Agreement shall not become effective until the
2 Annexation Resolution is effective pursuant to §4-407 of the Local Government Article of the
3 Annotated Code of Maryland (hereinafter "Effective Date of Annexation"). At any time prior
4 to the Effective Date of Annexation, the Petitioners may, by written notice to the City of
5 Aberdeen, withdraw the Petition and any consent previously given to the annexation and this
6 Agreement shall be terminated and be of no force and effect and the parties shall have no
7 obligations or liabilities hereunder. Notwithstanding revocation of this Agreement pursuant to
8 this Paragraph 30, Petitioners still shall be liable for all costs of the annexation proceeding as
9 required by Paragraph 11.

10
11
12 *[SIGNATURES AND NOTARIAL CERTIFICATES*
13 *TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]*
14

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

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 _____, 2022, 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:

**PRESBYTERIAN HOME OF MARYLAND,
INCORPORATED**

2
3
4
5 _____ By: _____ (SEAL)
6 Susan F. Shea
7 Title: President/CEO
8

9 STATE OF MARYLAND, _____ COUNTY, to wit:
10

11 I, the undersigned, a Notary Public in and for the State and County aforesaid, do
12 hereby certify that on this _____ day of _____, 2022, appeared **SUSAN F.**
13 **SHEA, PRESIDENT/CEO**, known to me or satisfactorily proven to me to be the person whose
14 name is subscribed to the within Annexation Agreement, and said person acknowledged that,
15 being authorized to do so, she executed the within Annexation Agreement as President/CEO on
16 behalf of Presbyterian Home of Maryland, Incorporated, for the purposes therein contained.
17

18 AS WITNESS my hand and Notarial Seal.
19

20 _____
21 Notary Public
22 My Commission Expires
23
24

25 ATTEST:

GOLDSTONE PROPERTIES, LLC,
a Maryland limited liability company

26
27
28
29 _____ By: _____ (SEAL)
30 Edward W. Gold
31 Authorized Member
32

33 STATE OF MARYLAND, _____ COUNTY, to wit:
34

35 I, the undersigned, a Notary Public in and for the State and County aforesaid, do
36 hereby certify that on this _____ day of _____, 2022, appeared **EDWARD**
37 **W. GOLD**, known to me or satisfactorily proven to me to be the person whose name is subscribed
38 to the within Annexation Agreement, and said person acknowledged that, being authorized to do
39 so, he executed the within Annexation Agreement on behalf of Goldstone Properties, LLC, As its
40 Authorized Member for the purposes therein contained.
41

42 AS WITNESS my hand and Notarial Seal.
43

44 _____
45 Notary Public
46 My Commission Expires

EXHIBIT D

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, Kosmerl & Nolan, P.A.
125 West Street, Fourth Floor
Annapolis, MD 21401

NOTICE TO OWNERS/DEVELOPERS:

Susan F. Shea, President/CEO
Presbyterian Home of Maryland, Incorporated
1200-C Agora Drive, #314
Bel Air, Maryland 21014

With a copy to:

Joseph F. Snee, Jr., Esquire
Snee, Lutche, Helmlinger & Spielberger, P.A.
112 South Main Street
Bel Air, Maryland 21014

Edward W. Gold
Goldstone Properties, LLC
7 Hillchase Court
Baltimore, Maryland 21208

With a copy to:

Daniel W. Quasney, Esquire
Sagal, Filbert, Quasney & Betten, P.A.
600 Washington Avenue, Suite 300
Towson, Maryland 21204

Exhibit E

ADEQUATE PUBLIC FACILITIES AGREEMENT

This Adequate Public Facilities Agreement (the "Agreement") is made this 20th day of October, 2021, by and between GOLDSTONE PROPERTIES, LLC, and its successors and assigns ("Goldstone"), PRESBYTERIAN HOME OF MARYLAND, INCORPORATED ("Owner") and CITY OF ABERDEEN, a body corporate and politic (the "City").

WHEREAS, Goldstone is the contract purchaser of certain real property located in the municipal limits of the City, more particularly described on Exhibit A-1 attached hereto, but specifically excluding the excluded land as shown and more particularly described on Exhibit A-2 (the "Property"); and

WHEREAS, the Property is owned by Presbyterian Home of Maryland, Incorporated ("Owner"), who joins in this Agreement for the sole purpose of consenting to its terms, but shall not be personally liable for any of Goldstone's obligations under this Agreement or otherwise bound by this Agreement in Goldstone's development of the Property; and

WHEREAS, Goldstone intends to develop the Property as a residential community consisting of multiple housing types and associated amenities, known as Aberdeen Overlook (the "Project"), as shown on the draft preliminary site plan attached hereto and incorporated by reference herein as Exhibit B; and

WHEREAS, Goldstone intends to develop the Project in multiple Phases, the exact number of which shall be determined at preliminary site plan submission; and

WHEREAS, Goldstone requires public water and sewer facilities to develop the Project; and

WHEREAS, the City must undertake significant expansions and upgrades to its water and sewer system infrastructure in order to provide adequate water and sewer service for the Project and to serve other potential developments in and around the area of the Project; and

WHEREAS, the City is relying upon financial contributions from Goldstone to provide a source of funding for the water and sewer system infrastructure expansion and upgrade improvements, and the failure of Goldstone to pay its financial contribution in a timely manner will have significant adverse financial impacts upon the City; and

WHEREAS, Goldstone and the City desire to enter into this Agreement in order to establish an agreed upon Adequate Public Facilities Ordinance cost ("APFO" cost) for Goldstone's contribution to the water and sewer systems infrastructure improvements and upgrades, in exchange for the City allocating water and sewer to the Project, and allowing for the City to process and approve the preliminary site plan, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, Goldstone and the City agree as follows:

1. Recitals. The recitals as set forth above are incorporated by reference herein.
2. Adequate Public Facilities; Generally. Notwithstanding anything to the contrary herein, Goldstone must, and agrees to, satisfy all Adequate Public Facilities requirements for the Project as set forth in Chapter 302 of the Aberdeen City Code.
3. Adequate Public Facilities Costs. Goldstone and the City agree that the APFO cost for the Project shall be the product of the number of residential units approved for development on the approved preliminary site plan multiplied by three thousand nine hundred dollars (\$3,900.00) per residential unit, plus such additional amount at \$3,900 per EDU as attributable to support facilities (e.g., swimming pool and clubhouse) for the Project (the "Project APFO cost"). The APFO cost per unit or EDU is three thousand nine hundred dollars (\$3,900.00). The Project APFO cost shall be payable as follows:
 - a. As a prerequisite to the City issuing the first or subsequent building permits for up to 50 EDU's, Goldstone shall pay an amount equal to the greater of (i) one hundred ninety five thousand dollars (\$195,000.00) representing the APFO cost for fifty (50) EDU's, or (ii) an amount equal to the product of the number of EDU's for which building permits are applied multiplied by \$3,900 (the "First Payment"). The date of the First Payment shall be the "Anniversary Date."
 - b. On or before each of the first, second and third Anniversary Dates, and as a prerequisite to the City issuing additional building permits for the Project between the those Anniversary Dates, Goldstone shall pay an amount not less than the greater of (i) ninety-seven thousand five hundred dollars (\$97,500.00) representing the APFO cost for twenty-five (25) EDU's, or (ii) an amount equal to the product of the number of EDU's for which building permits are applied, or projected by Goldstone to be applied for during the ensuing year, multiplied by \$3,900.00. Notwithstanding the foregoing provisions of this Paragraph 3.b., for any year in which Goldstone applies and pays the EDU Cost for more than twenty-five (25) EDU's, Goldstone shall be entitled to a credit in the amount of the excess EDU's and EDU Cost that Goldstone may apply to reduce the number of EDU's for which Goldstone must apply and pay for in the subsequent year.
 - c. On or before the fourth Anniversary Date, Goldstone shall pay the remainder of the Project APFO cost that has not previously been paid.
 - d. Goldstone and the City agree that the City shall not issue a building permit for any residential unit in the Project for which an APFO cost has not been paid prior to issuance. If, between the First Payment and the first Anniversary Date, or between Anniversary Dates, Goldstone desires to apply for building permits for residential units that exceed the number of EDU's for which an APFO cost already has been paid, Goldstone shall pay the APFO cost for such permit or permits prior to issuance. Applications for building permits under this Paragraph 3.d. shall be made in 25 residential unit increments.
4. Performance Security. Goldstone's execution of this Agreement shall constitute Goldstone's agreement to provide the City a performance bond, irrevocable and non-cancellable

letter of credit or other security satisfactory to the City to guarantee Goldstone's payment of the APFO cost provided in Paragraph 3 of this Agreement remaining unpaid after the First Payment (the "Performance Security"), such Performance Security to be provided within 30 days after the City approves the record subdivision plat for the Project and prior to the City issuing the first building permit for the Project. The amount of the initial Performance Security shall be an amount equal to the remaining number of approved EDU's for the Project as depicted on the approved record subdivision plat for which the APFO Cost has not been paid multiplied by \$3,900. For example, if the project is approved for 342 EDU's, there would be 292 EDU's approved for the Project remaining after the First Payment and the amount of Performance Security posted at or before application for the first building permit would be one million one hundred thirty-eight thousand eight hundred dollars \$1,138,800.00 for the remaining 292 EDU's. The amount of the Performance Security may be reduced each year by the total amount paid in APFO Cost for that year.

5. Allocation of Water and Sewer. If Goldstone otherwise complies with the provisions of the Aberdeen City Code and makes timely payment of the APFO cost, or portion of the APFO cost, set forth in Paragraph 3 of this Agreement, the City shall ensure that adequate water and sewer capacity will be available to service each Phase of the Project.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein and there are no representations, warranties, or undertakings other than those expressly set forth herein.

7. Amendment. This Agreement may only be amended by written instrument signed by Goldstone and the City.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Goldstone and the City and their respective permitted successors and assigns. It is Goldstone's intent to assign its rights and obligations with respect to the Property to an LLC to be registered in the State of Maryland at a later date.

9. Notices. Any notice or communication required or contemplated by this Agreement shall be deemed given: (i) when deposited the United States Mail, Certified with Return Receipt Requested, postage prepaid; (ii) when delivered by commercial messenger service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the notice address; or (iii) otherwise when actually received at the notice address by the person to whom it is addressed. Notice addresses shall be as follows:

DEVELOPER:

Goldstone Properties, LLC
7 Hillchase Court
Pikesville, Maryland 21208
Attn: Edward W. Gold
Telephone: (410) 236-3432

Email: EGold@goldstoneproperties.com

with a copy to:

Daniel W. Quasney, Esquire
Sagal, Filbert, Quasney & Betten, P.A.
600 Washington Avenue, Suite 300
Towson, Maryland 21204
Telephone: (410) 823-1881
Email: dquasney@sagallaw.com

CITY:

City of Aberdeen
c/o City Manager
60 N. Parke Street
Aberdeen, Maryland 21001

with copy to:

Frederick C. Sussman, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21401

10. Interpretation. 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 particular party or parties, it being the intent of the parties that this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party solely because of that party's role in the drafting of this Agreement.

11. Applicable Law, Jurisdiction and Venue. 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. Jurisdiction and venue for any dispute involving the interpretation or breach of this Agreement shall be in Maryland State courts located in Harford County, Maryland. To the extent allowed by law the parties expressly waive the right to bring or remove any such action to a federal Court having jurisdiction. If a proceeding must be brought in a federal court, the action shall be brought in the United States District Court for the District of Maryland.

12. 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.

13. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also

the intention of the parties hereto that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

14. 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 provision of this Agreement by waiving party or by any other party hereto.

15. Joinder of Owner. The Owner of the Property joins in this Agreement to consent to its terms, but shall not be personally liable for any of Goldstone's obligations or otherwise bound by this Agreement in Goldstone's development of the Property.

16. Covenant Running With the Land. From and after the date Goldstone acquires record title to the Property, the Property shall thereafter be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, easements, obligations and equitable servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use limitations, easements, obligations, and equitable servitudes shall be deemed to run with and bind the land and be and shall be binding and enforceable upon all subsequent owners, their heirs, personal representatives, successors, and assigns, but shall not be construed as personal obligations or covenants of any consumer who purchases a lot for residential occupancy after the lot is improved with a dwelling, and shall be for the benefit of the City, its successors and assigns, and enforceable by it at law or in equity. Prior to acquisition of title to the Property by Goldstone, this Agreement shall not run with the land or bind the Property and shall not be an obligation of the Owner, its successor and/or assigns, other than Goldstone.

17. Attorney Fees Upon Breach. If any party breaches any part of this Agreement, the breaching party shall pay all reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the non-breaching party in enforcing the provisions of this Agreement with respect to the breach or in obtaining damages, therefore.

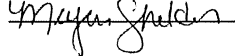
18. Time is of the Essence. Time is of the essence in this Agreement.

19. Recordation of Agreement. At such time as Goldstone acquires record title to the Property, the City shall record this Agreement, at the expense of Goldstone, among the Land Records of Harford County, Maryland.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

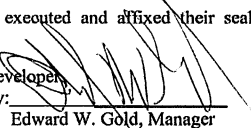
IN WITNESS WHEREOF, the parties have executed and affixed their seals to this Agreement as of the date first above written.

WITNESS/ATTEST:



Developer

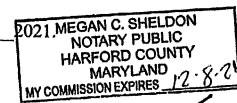
By:


Edward W. Gold, Manager

STATE OF MARYLAND
COUNTY OF Harford

The undersigned, a Notary Public for the County and State aforesaid do hereby certify that Edward W Gold, Authorized Member of GOLDSTONE PROPERTIES, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Official seal this 20th day of October



ATTEST:

Monica A. Correll
City Clerk

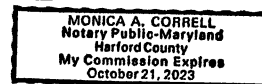
City of Aberdeen

By: [Signature] (Seal)
City Manager

STATE OF MARYLAND
COUNTY OF Harford

The undersigned, a Notary Public for the County and State aforesaid do hereby certify that Patrick L. McGrady, is the City Manager for the CITY OF ABERDEEN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Official seal this 20th day of October 2021.



WITNESS/ATTEST:

Megan Sheldon

Owner

By: Susan F. Shea (Seal)

STATE OF MARYLAND
COUNTY OF Harford

The undersigned, a Notary Public for the County and State aforesaid do hereby certify the Susan F. Shea, Authorized Member of PRESBYTERIAN HOME OF MARYLAND INCORPORATED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Official seal this 19 day of October 2021.

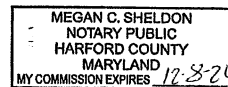


EXHIBIT A-1

EXHIBIT A-1

Description of Property

All those three parcels of land in Harford County, Maryland being more particularly described as follows:

Legal Description – Parcel 1

All that parcel of land containing 100.96 acres of land, more or less, designated among the records of the State Department of Assessments and Taxation as Parcel 0096, on Harford County Tax Map 0051, with a street address of 825 Aldino Stepney Road, Aberdeen, Maryland (**Tax Account Identification No. 02-048736**) **BEING** all of that property described as "Parcel A" and "Parcel B" in a Deed Pursuant to Termination of Limited Liability Company dated August 31, 2010 from The Village at Carsin's Run, LLC, unto Presbyterian Home of Maryland, Incorporated, recorded among the Land Records of Harford County, Maryland in Liber J.J.R. No 8820, folio 335.

Legal Description – Parcel 2

All of that parcel of land containing 9.06 acres of land, more or less, designated among the records of the State Department of Assessments and Taxation as Parcel 951 on Harford County Tax Map 51 (**Tax Account Identification No. 02-109786**) **BEING** all of that property described by Deed dated January 15, 2008 from Vernon K. Johnson, Trustee under the Vernon K. Johnson Trust, unto Presbyterian Home of Maryland, Inc. and recorded among the Land Records of Harford County, Maryland at Liber J.J.R. No. 7844, folio 234.

SAVING AND EXCEPTING THEREFROM, HOWEVER, a to-be-subdivided parcel containing approximately 2.174 acres, more or less, as more particularly described on Exhibit A-2.

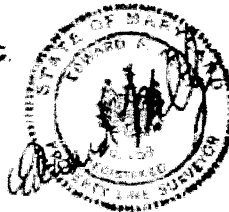
Legal Description – Parcel 3

All of that parcel of land containing 0.501 acres of land, more or less, designated among the records of the State Department of Assessments and Taxation as Parcel 946 on Harford County Tax Map 51 (**Tax Account Identification No. 02-104768**), and **BEING** all of that property described as "Parcel C" in a Deed dated August 31, 2010 from The Village at Carsin's Run, LLC, unto Presbyterian Home of Maryland, Incorporated, recorded among the Land Records of Harford County, Maryland in Liber J.J.R. No. 8820, folio 335.

DESCRIPTION OF PROPERTY FOR EXHIBIT A-2

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



December 27, 2007

2.174 Acre Parcel of Land to Be Conveyed by Vernon K. Johnson Trust, Located on the Northwest Side of Long Drive (Formerly Technology Drive Extended), Second Election District, Harford County, Maryland.

BEGINNING for the same at a point in the northwest right of way line of Long Drive, formerly Technology Drive Extended, 80 feet wide, as shown on plats entitled "Technology Drive Extended Right of Way Plat" Sheets 2 of 3 and 3 of 3, and recorded among the Land Records of Harford County, Maryland in DPW Plat Book 5, Folios 41 and 42, said point being in and distant 584.22 feet from a stone heretofore planted at the end of the eighth or N 62° 39' W 868.35 foot line of a deed from Vernon K. Johnson to Vernon K. Johnson Trust, dated February 19, 1997 and recorded among the said Land Records in Liber CGH 2492, Folio 0377, thence leaving the said eighth line and binding on the said right of way, as now surveyed, with all bearings referred to the Maryland Coordinate System (NAD 83/91), two courses, viz:

1. By a non-tangent curve to the left with a radius of 360.00 feet and an arc length of 278.97 feet, said curve being subtended by a chord bearing South 51° 23' 38" West 272.04 feet, to a point of tangency; and
2. South 29° 11' 31" West 126.56 feet, thence leaving the said right of way and running for new lines of division through the land conveyed by and described in the aforesaid deed, two courses, viz:
3. North 60° 48' 29" West 250.00 feet, and
4. North 26° 56' 50" East 320.00 feet to a point and to intersect the aforesaid eighth line, thence binding thereon,
5. South 69° 56' 00" East 370.00 feet to the place of beginning.

CONTAINING 2.174 acres of land, more or less.

BEING part of the land conveyed by and described in a deed from Vernon K. Johnson to Vernon K. Johnson Trust, dated February 19, 1997 and recorded among the Land Records of Harford County, Maryland in Liber CGH 2492, Folio 0377.

EXHIBIT A-2 PLAT

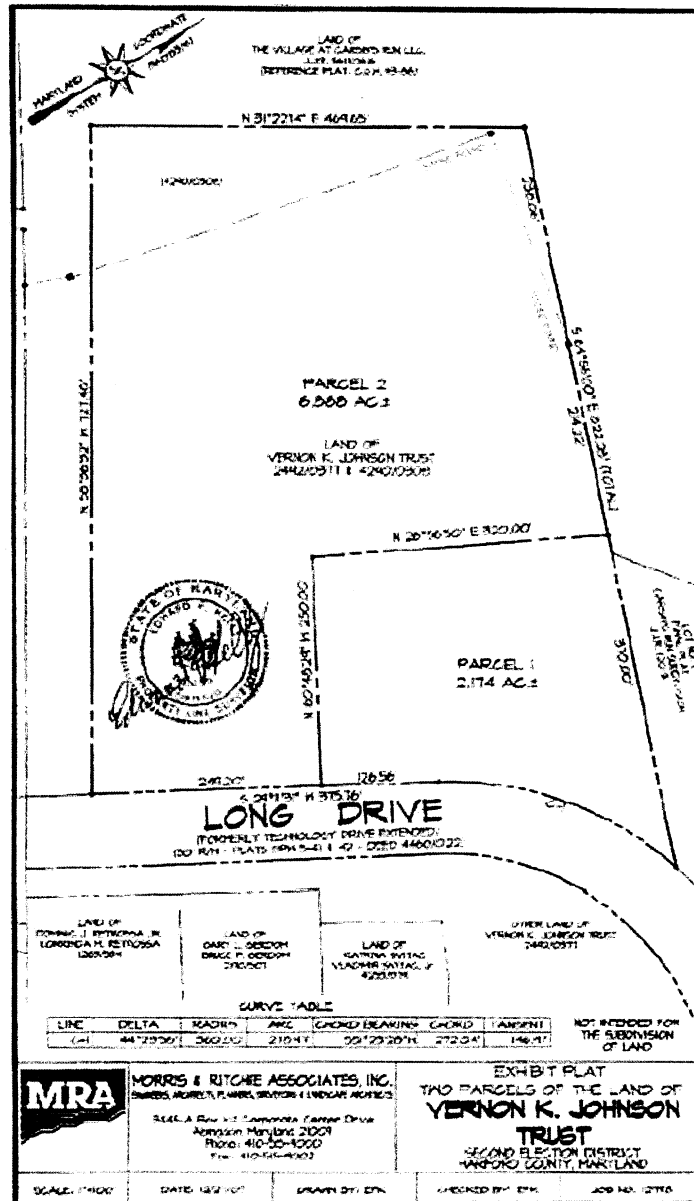


EXHIBIT B

Draft preliminary site plan

