

**COUNCIL OF THE CITY OF ABERDEEN  
RESOLUTION NO. 22-R-09**

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**Date Introduced:** August 8, 2022

**Sponsored By:** Councilwoman Sandra Landbeck and Councilman Adam Hiob

**Public Hearing:** August 22, 2022

**Amendments Adopted:** None

**Date Adopted:** September 12, 2022

**Date Effective:** October 27, 2022

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**RESOLUTION NO. 22-R-09**

**FRP OLD PHILADELPHIA ROAD, LLC  
ANNEXATION**

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

1           A Resolution of the City of Aberdeen, adopted pursuant to the authority of Article  
2   XI-E of the Constitution of Maryland and Sections 4-402 and 4-404 of the Local Government  
3   Article of the Annotated Code of Maryland, to enlarge the corporate boundaries of the City of  
4   Aberdeen by annexing to said corporate boundaries 22.046 acres of land, more or less, as  
5   surveyed, contiguous to and adjoining the present corporate boundaries of the City of Aberdeen,  
6   being those pieces, parcels or tracts of land more particularly described hereinafter in a metes  
7   and bounds description incorporated herein as Exhibit A for Parcels A and B.

8           **WHEREAS**, Petitioner FRP Old Philadelphia Road, LLC, the owner of the properties  
9   herein described on Exhibit A, requested the City of Aberdeen, by a Petition for Annexation, to

1 consider annexation of said property to the lands included within the corporate limits of the City  
2 of Aberdeen. The Petition was accepted by the City. The property to be annexed, as described on  
3 Exhibit A, is comprised of two parcels of land that are contiguous to and adjoin the existing  
4 boundaries of the City of Aberdeen, and contains a total of 22.046 acres of land, more or less, as  
5 surveyed; and

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

10 **WHEREAS**, the consent has been verified by the Mayor of the City of Aberdeen and  
11 meets the requirements of the law; and

12 **WHEREAS**, no individuals reside within the area to be annexed.

13 **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City  
14 of Aberdeen, that the corporate boundaries of the City of Aberdeen be and the same are hereby  
15 enlarged by adding or annexing thereto the areas contiguous to and adjoining the present City  
16 corporate boundaries the land as particularly described in the metes and bounds survey property  
17 descriptions prepared by George William Stephens, Jr. and Associates, Inc., accompanying this  
18 Resolution as Exhibit A and incorporated by reference as a part hereof.

19 **AND BE IT FURTHER RESOLVED** that the conditions and circumstances applicable  
20 to the change in the said corporate boundaries are as follows:

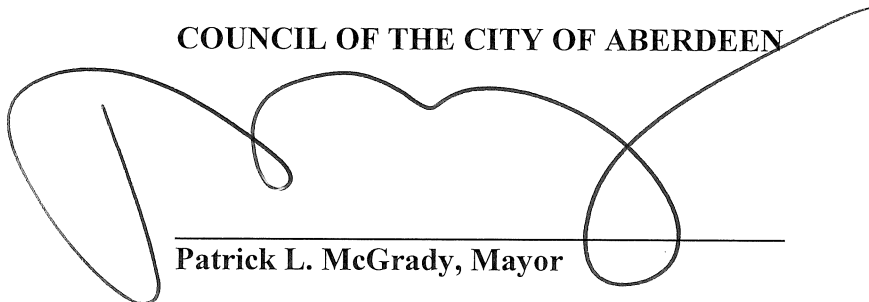
21 (a) That after the effective date of the amendment to the boundaries of the City of  
22 Aberdeen provided for by this Resolution, the property annexed into the City of Aberdeen by this  
23 Resolution, and all owners of such property shall be subject to the Charter, Code, laws,

ordinances and resolutions of the City of Aberdeen, and an Annexation Agreement entered into between the City of Aberdeen and Petitioner, FRP Old Philadelphia Road, LLC, a copy of the form of which is attached to this Resolution as Exhibit B and incorporated by reference.

(b) That the designation of the zoning classification of the land lying within the area herein described and hereby annexed as Parcel A and Parcel B a portion of that property designated on Harford County Tax Map 58 as Parcel 252 and Harford County Tax Map 58, as Parcel 265, respectively, shall both be zoned M-1 Light Industrial District, as described in the Code of the City of Aberdeen from the effective date of the annexation until such zoning is changed as provided by law, and the City's Comprehensive Zoning Maps shall be amended to reflect the annexation of such property and its zoning as provided by this Resolution, and the land so annexed shall be subject to all provisions and conditions of said Code of the City of Aberdeen, including but not limited to those which are applicable to the M-1 Light Industrial District.

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

**COUNCIL OF THE CITY OF ABERDEEN**



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Patrick L. McGrady, Mayor




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Adam M. Hiob, Councilman



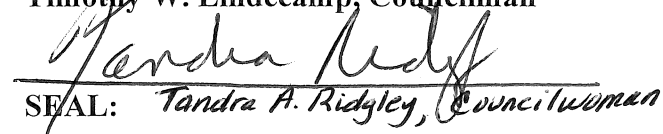
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Sandra J. Landbeck, Councilwoman



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Timothy W. Lindecamp, Councilman



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SEAL: Tandra A. Ridgley, Councilwoman

ATTEST:



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Monica A. Correll, City Clerk

Date September 12, 2022

**EXHIBIT A**

**METES & BOUNDS DESCRIPTION**

**Parcel A**

Description to Accompany Annexation Resolution  
Lands of FRP Old Philadelphia Road, LLC.  
City of Aberdeen  
Harford County, Maryland  
Tax Parcel Map 58 - Parcel 252

Beginning for the same at an iron pipe found in Mill Road at the end of the South 64°35' West 189.45 foot line of Parcel A shown on a plat, recordation date August 01, 1963, and recorded among the Land Records of Harford County, Maryland in Plat Book G.R.G. 12, page 48, thence leaving the outline of Parcel A and intending to bind in said road, with all courses contained herein referred to the Maryland Coordinate System NSRS 83/2011 Datum, as now surveyed by George William Stephens, Jr. and Associates, , the seven following courses:

1. North 63°22'32" East 395.53 feet to a point in Mill Road, thence leaving Mill Road and binding reversely on the North 41°17'31" West 1570.49 foot line of a plat entitled "Cranberry Run Business Center," dated January 31, 1986, recorded in the Land Record of Harford County, Maryland in Plat Book C.G.H. III 53, page 103, and also binding on the tenth or South 33°37'19" East 1572.25 foot line of a parcel of land conveyed by Gwendolyn M. Wells, Charles B. Marek, Jr., and Marie M. Jones, to Crouse Construction Co., Inc., by a deed dated July 29, 2004 and recorded among the Land Records of Harford County, Maryland, in Liber J.J.R. 5527, folio 369;
2. South 41°17'05" East 1570.49 feet, passing over two iron pins & caps found marked "GWS", at 29.93 feet from the beginning thereof and 1116.51 feet respectively, thence binding on the eleventh and first through seventh lines of said deed;
3. South 37°24'41" West 205.21 feet;
4. South 57°55'01" East 703.02 feet to a point intersecting the westerly right of way line of the National Railroad Passenger Corporation, thence binding on said right of way line,
5. South 37°22'54" West 46.66 feet, thence leaving said right of way line and binding on said third through seventh lines;
6. North 58°00'06" West 2097.11 feet to an iron pipe found;
7. North 58°00'06" West 445.47 feet to a concrete monument found, and

- 8. North 58°00'06" West 10.09 feet to a point in Mill Road, thence
- 9. North 56°03'11" East 400.65 feet to the place of beginning,

Containing 20.397 acres of land, more or less.

Being the same parcel of land, designated as Parcel One, conveyed from Crouse Construction Co., Inc., to FRP Old Philadelphia Road, LLC., by a deed dated November 23, 2020 and recorded among the Land Records of Harford County, Maryland, in Liber J.J.R.14379, folio 178.

**Parcel B**

Description to Accompany Annexation Resolution  
Lands of FRP Old Philadelphia Road, LLC.  
City of Aberdeen  
Harford County, Maryland  
Tax Parcel Map 58 – Part of Parcel 265

Beginning at a point at the beginning of the fifth or North 41°17'09" West 453.99 foot line of a parcel of land conveyed by 1001 Partnership, to Crouse Construction Co., Inc., by a deed dated June 4, 1993 and recorded in the Land Records of Harford County, Maryland, in Liber C.G.H. 1960, folio 573, thence leaving said point and running in, over and through the lands of the herein grantor, and binding reversely on a part of the seventh or North 32°42" West 2265.78 foot line of the Annex Petition Resolution Number 273, Charter Amendment Number 33, and recorded in said Land Records in Liber H.D.C. 01, page 113, with all courses contained herein referred to the Maryland Coordinate System NAD83 Datum, as now surveyed by George William Stephens, Jr. and Associates, the three following courses:

1. South 41°17'05" East 713.83 feet to a point intersecting the right of way line of the National Railroad Passenger Corporation (175 feet wide), thence leaving said right of way line and binding on the third and fourth lines of said deed;
2. North 57°55'01" West 703.02 feet;
3. North 37°24'41" East 205.21 feet to the place of beginning,

Containing 1.649 acres of land, more or less.

Being a portion of a parcel of land, designated as Parcel One, conveyed by Crouse Construction Co., Inc., to FRP Old Philadelphia Road, LLC., by a deed dated November 23, 2020 and recorded in the Land Records of Harford County, Maryland, in Liber J.J.R. 14379, folio 178.

**EXHIBIT B**

**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 FRP OLD PHILADELPHIA ROAD, LLC, Party of the Second Part.

WHEREAS, Resolution No. 22-R-\_\_\_ (the “Resolution”) will be considered by the City Council to extend the corporate boundaries of the City to include therein certain properties described in the Resolution, containing a combined total of 22.046 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 Annexation Property (defined hereafter in Paragraph 1 “Definitions”) 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 a 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 Annexation 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  
4 Resolution as Parcels A and B.

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

7                     City. The City of Aberdeen.

8                     Developers. FRP Old Philadelphia Road, LLC, its successors and assigns.

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

11                     Parcel A: That property designated on Harford County Tax Map 58 as Parcel  
12 252, being all of that property described as Parcel Four by Deed dated November 23, 2020 from  
13 Crouse Construction Co., Inc., unto FRP Old Philadelphia Road, LLC, and recorded among the  
14 Land Records of Harford County, Maryland at Liber J.J.R. No. 14379, folio 178; containing  
15 20.397 acres, more or less, per the survey completed by George W. Stephens, Jr. and Associates,  
16 Inc.

17                     Parcel B: A portion of that property designated on Harford County Tax Map 58  
18 as Parcel 265, being also a portion of that property described as Parcel One by Deed dated  
19 November 23, 2020 from Crouse Construction Co., Inc., unto FRP Old Philadelphia Road, LLC  
20 and recorded among the Land Records of Harford County, Maryland at Liber J.J.R. No. 14379,  
21 folio 178; containing 1.649 acres, more or less, per the survey completed by George William  
22 Stephens, Jr. and Associates, Inc.

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

5           Petitioner. FRP Old Philadelphia Road, LLC, its successors and assigns.

6           Planning Department. Aberdeen Department of Planning and Community  
7 Development.

8           Property Owners ("Owners"). FRP Old Philadelphia Road, LLC, its successors  
9 and assigns.

10           Resolution. An Annexation Resolution introduced by the Mayor and City  
11 Council of Aberdeen to extend the corporate boundaries of the City by including therein the  
12 Annexation Property and setting forth specific conditions relating to the annexation.

13           2.    General Provisions:

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

16           b. Conditions of Annexation. The terms, covenants, conditions and effectiveness  
17 of this Agreement except for Paragraph 9 (Payment of Annexation Expenses), all as hereinafter  
18 set forth, are contingent upon the enactment of the Resolution by the City Council annexing the  
19 Annexation Property and zoning the Annexation Property as M-1 Light Industrial District, and  
20 the taking effect of such Resolution. The provisions of Paragraph 10 are effective upon the  
21 execution of this Agreement by the City and Petitioner and remain in effect regardless of  
22 whether the annexation becomes effective.

3. Permissible Uses of Annexation Property. From and after the effective date of the annexation, the Annexation Property shall be developed and improved only for the principal permitted uses allowed in the M-1 Light Industrial Zoning District. The land use and densities permitted under the City zoning classification of M-1 Light Industrial District are not substantially different from the land uses and densities for the property permitted under the current Harford County Zoning classification for the General Industrial District (“GI”).

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

a. Design, Development, Use and Restrictions. The Design, Development, Use and Restrictions of the Development Parcels shall be governed by §235-18. G., M-1 Light Industrial District, of the City Development Code as amended from time to time, and other applicable City, Harford County and State of Maryland development laws, regulations, processes and procedures in effect from time to time, including the City’s Adequate Public Facilities Ordinance.

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

5. Water System.

a. Water distribution mains do not currently exist at either of the Development Parcels. It is anticipated that Harford County will provide access to water service for the Development Parcels subject to their applicable Code and regulatory requirements. Harford County may require a public works agreement be executed by the Owners and the respective Developers of the Development Parcels. The City, Owners and Developers of the

1 Development Parcels understand that annexation of the Development Parcels may make the  
2 Development Parcels eligible for County water service if the water capacity meets or exceeds  
3 applicable Code and regulatory requirements, including APFO, and if Harford County amends its  
4 Master Water and Sewer Plan to authorize the water service to the Development Parcels.  
5 Annexation of the Development Parcels does not entitle the Development Parcels to connection  
6 to the City's or Harford County's water system.

7           b. To the extent required by or to serve the Development Parcels through the  
8 Harford County water system, the Owner and Developers of the Development Parcels shall be  
9 responsible for all costs for the construction of new or the extension of existing water laterals and  
10 mains; for the costs of the acquisition of the required rights-of-way, connection charges and  
11 construction inspection fees associated with such service; and for the cost of any other  
12 improvements they may elect to make to improve the existing water system in order to meet all  
13 requirements of the APFO. However, if Developers elect not to make water system  
14 improvements necessary to satisfy Harford County's APFO requirements for development of the  
15 Development Parcels, Developers may not develop the Development Parcels, and may not  
16 require City to issue permits and approvals for development on the Development Parcels, until  
17 APFO requirements are satisfied by either the County or the City for where water service is  
18 drawn from to service these parcels. The manner in which Owners and Developers determine  
19 among each other to allocate or pay for any or all of these costs is their responsibility and not  
20 that of the City.

21           c. Any improvements to the County's water system shall be designed and  
22 constructed to ensure sufficient water pressure to protect the health, safety and welfare of the  
23 County customers and to promote the efficiency of the future water service.

d. All water system improvements shall be constructed in accordance with Harford County's Standard Specifications and Construction Details and other relevant statutory and regulatory provisions.

e. Upon satisfactory completion of construction and final inspection of water system improvements, Owners and Developers shall dedicate and convey the improvements to the County, at the request of the County, free and clear of liens and encumbrances.

6. Sewer System

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

b. To the extent required by or to serve the Development Parcels, the Owners and Developers 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

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

9 c. All sewer system improvements shall be constructed in accordance with  
10 the City's Standard Specifications and Construction Details and other relevant statutory and  
11 regulatory provisions.

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

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

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

21 b. Prior to the City issuing any development approvals, the Owners and  
22 Developers, at their expense, shall provide the City with a Traffic Impact Analysis (in  
23 compliance with the APFO) for the proposed development of the Development Parcels, subject

1 to the City's approval of the scope of the Analysis and of the traffic consultant performing the  
2 Analysis, such approval not to be unreasonably withheld. The Traffic Impact Analysis will be  
3 reviewed by the City of Aberdeen and the Harford County Departments of Public Works and  
4 Planning and Zoning. Based on their collective reviews and requirements, Owners and  
5 Developers of each of the Development Parcels shall construct, at their expense, all on-site and  
6 off-site road improvements within the time required reasonably by the City's development  
7 process.

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

15 d. Each of the foregoing improvements (water, sewer, roads) located in the  
16 City, other than stormwater management facilities, shall be owned and maintained by the City or  
17 Harford County, as the case may be, and, upon completion of construction and satisfactory final  
18 inspection of each improvement, and prior to the release of any maintenance bonds for such  
19 improvement, shall be conveyed by the Owners and Developers to the City or Harford County,  
20 as the case may be, in fee simple free and clear of liens and encumbrances. Stormwater  
21 management facilities shall be owned and maintained by the Owners of the Development Parcels  
22 or portion thereof upon which the stormwater management facilities are located.

1                   e.       All infrastructure improvements shall be constructed in accordance with  
2 the City's Standard Specifications and Construction Details and other relevant statutory and  
3 regulatory provisions, including the Adequacy Standards for Nonresidential Development in the  
4 City's APFO.

5                   f.       The Developers shall, prior to the issuance of any building permits, enter  
6 into a Public Works Agreement with the City and shall enter into a separate Public Works  
7 Agreement with the Harford County Department of Public Works where applicable. The Owner  
8 of each Development Parcel shall join in the Public Works Agreement for that Parcel to consent  
9 to its terms and to bind that Parcel.

10           8.       Sidewalk Improvements, Vehicular and Pedestrian Connections.

11                   a.       The Sidewalk Improvements, Vehicular and Pedestrian Connections for  
12 the Development Parcels shall be governed by §235-18. G., M-1 Light Industrial District, of the  
13 City Development Code, as amended from time to time.

14                   b.       During the development phase of each Development Parcel, every effort  
15 shall be made to provide both vehicular and pedestrian connections as required.

16           9.       Payment Costs and Expenses of Annexation – Processing and Reviewing.

17                   a.       The Petitioners shall pay to the City all reasonable and actual costs and  
18 expenses of the City associated with the annexation of the Annexation Property, exclusive of  
19 costs of internal City staff time, up to a maximum of Seventeen Thousand One Hundred and  
20 Ninety-Nine Dollars and No Cents (\$17,199.00). These costs and expenses include, but are not  
21 limited to, attorney fees and expenses, publication costs, recording fees, and costs and expenses  
22 associated with any referendum election if required to be conducted on the annexation.



1           b.       Before the Mayor and City Council takes any action on a Resolution to  
2 annex the Annexation Property, Petitioner shall pay to the City all costs and expenses incurred  
3 by the City in connection with the annexation proceeding, and those additional costs and  
4 expenses reasonably estimated by the City to be incurred in the future, including any referendum  
5 on the annexation. Within thirty (30) days after the conclusion of all annexation proceedings, the  
6 City shall refund to Petitioner's designee any monies paid more than the City's actual costs and  
7 expenses associated with the annexation proceeding, including any referendum. Petitioner shall  
8 pay to the City, within 30 days after demand by the City, any difference between monies  
9 previously paid by Petitioner and the City's actual costs and expenses associated with the  
10 annexation proceeding and any referendum.

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

14           11.    Binding Effect. The obligations and responsibilities expressed in this Agreement  
15 shall be binding upon, as applicable, Owners and Developers, their respective heirs, personal  
16 representatives, successors and assigns, but shall not be construed as personal obligations or  
17 covenants of any consumer who purchase lots or parcels, as the case may be, for commercial  
18 development after the lots or parcels are improved with commercial development by Owners,  
19 Developers or their assigns.

20           12.    Agreement Constituting Covenants Running with the Land. The Petitioner hereby  
21 agrees that, from and after the date of this Agreement, and subject to the satisfaction of the  
22 condition precedent specified in Paragraph 2.b. above, the Development Parcels shall be held,  
23 conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such

1 covenants, conditions, restrictions, use limitations, easements, obligations and equitable  
2 servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use  
3 limitations, easements, obligations, and equitable servitudes shall be deemed to run with and  
4 bind to the land and be and shall be binding and enforceable upon all subsequent owners, their  
5 heirs, personal representatives, successors, and assigns, but shall not be construed as personal  
6 obligations or covenants of consumers who purchase lots or parcels, as the case may be, for  
7 commercial development after the lots or parcels are improved with commercial development by  
8 Owners, Developers or their assigns; and shall be for the benefit of the City, its successors and  
9 assigns, and enforceable by it at law or in equity.

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

18 14. Enforcement. If any covenant, condition, restriction, provision, obligation or  
19 term of the Agreement which is the responsibility of any one or more of the Owners or  
20 Developers of the Development Parcels to fulfill is not satisfied within the time specified in this  
21 Agreement, the City may refuse to accept or process applications for, and issue or grant, any  
22 further building permits, use and occupancy permits, subdivision approvals or grading permit  
23 and sediment control approvals required for any development or construction on any of the

1 Development Parcels, and Owners and Developers waive their rights to compel or require the  
2 City to accept, process, issue or grant any such applications, permits or approvals, until the  
3 particular covenant, condition, restriction, provision, obligation or term of this Agreement has  
4 been satisfied.

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

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

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

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

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

23 20. Changes to or Rescission of Agreement.

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

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

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

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

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

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

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

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

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

18          26.     Recordation of Agreement. Upon enactment of the Resolution, the City shall  
19    record this Agreement, at the expense of Owners and Developers, among the Land Records of  
20    Harford County, Maryland.

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

1 [SIGNATURES AND NOTARIAL CERTIFICATES

2 *TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]*

3

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

CITY OF ABERDEEN

\_\_\_\_\_(SEAL)  
Patrick L. McGrady, Mayor

ATTEST:

\_\_\_\_\_  
Monica A. Correll, City Clerk

Date: \_\_\_\_\_

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 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

PETITIONER, OWNER AND  
DEVELOPER

2  
3  
4 FRP OLD PHILADELPHIA ROAD, LLC

5  
6  
7 By: FLORIDA ROCK PROPERTIES, INC.,  
8 SOLE MEMBER  
9

10  
11 \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
12 DAVID H. deVILLIERS, III,  
13 EXECUTIVE VICE PRESIDENT  
14  
15  
16

17 STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:  
18

19 I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby  
20 certify that on this \_\_\_\_ day of \_\_\_\_\_, 2022, appeared DAVID H. deVILLIERS,  
21 III, EXECUTIVE VICE PRESIDENT FOR FLORIDA ROCK PROPERTIES, INC., the Sole  
22 Member of FRP OLD PHILADELPHIA ROAD, LLC, known to me or satisfactorily proven to  
23 me to be the person whose name is subscribed to the within Annexation Agreement, and said  
24 person acknowledged that, being authorized to do so, he executed the within Annexation  
25 Agreement on behalf of FLORIDA ROCK PROPERTIES, INC., the Sole Member of FRP OLD  
26 PHILADELPHIA ROAD, LLC, for the purposes therein contained.  
27

28 AS WITNESS my hand and Notarial Seal.  
29  
30  
31

32 \_\_\_\_\_  
Notary Public  
33 My Commission Expires:  
34  
35



**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

With copy to:

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

**NOTICE TO DEVELOPERS:**

David H. deVilliers, III, Executive Vice President  
Florida Rock Properties, Inc.  
34 Loveton Circle  
Suite 200  
Sparks, MD 21152

With Copy to:

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

**NOTICE TO PETITIONER AND OWNERS:**

David H. deVilliers, III, Executive Vice President  
Florida Rock Properties, Inc.  
34 Loveton Circle  
Suite 200  
Sparks, MD 21152

With Copy to:

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