

Introduction to Town Council and Referral to Planning Commission: 5/7/18
Consideration and Recommendation by Planning Commission: 7/30/18
Public Hearing: 12/3/18
Final Consideration by Town Council and Adoption: 10/7/19

TOWN OF MOUNT AIRY, MARYLAND
ANNEXATION RESOLUTION NO. 2018-42

[FOR ADOPTION AT TOWN COUNCIL 10/7/19 MEETING]

A RESOLUTION TO ENLARGE THE CORPORATE BOUNDARIES OF THE TOWN OF MOUNT AIRY BY ANNEXATION OF 12.6439 ACRES OF LAND, MORE OR LESS, KNOWN AS “DORSEYTOWN” ALONG ELLIS ROAD AND NORTH MAIN STREET AND IN SO DOING TO REPEAL AND RE-ENACT WITH AMENDMENTS ARTICLE I., SECTION C-1, ENTITLED “INCORPORATION”, AND ARTICLE I., SECTION C1-2, ENTITLED “BOUNDARY DESCRIPTIONS”, OF THE CHARTER OF THE TOWN OF MOUNT AIRY

WHEREAS, pursuant to the authority of Section 3 (Home Rule) of Article XI-E (Municipal Corporations) of the Constitution of Maryland and of Sections 4-401, *et seq.* of the Local Government Article of the Annotated Code of Maryland, the Mayor and Council of the Town of Mount Airy (“the Town”) are vested with the authority to enlarge the boundaries of the Town; and

WHEREAS, the Town has received a Petition for Annexation (hereinafter “the Petition”), which is attached hereto as Resolution Exhibit 1, filed by Frall Developers, Inc., Betty Spencer, Teresa L. Spencer, William Sykora, Kellyann E. Sykora, Sheila C. Perkins, and William Allen Spencer (hereinafter “Petitioners”), seeking annexation of 12.6439 acres of land, more or less, known as “Dorseytown” along Ellis Road and North Main Street, situate adjacent to the existing corporate boundaries of the Town and as more particularly described in Exhibit “B” to the Petition and shown on Exhibit “A” to the Petition attached hereto and incorporated herein (hereinafter collectively “the Property”); and

WHEREAS, pursuant to Section 4-404 of the Local Government Article of the Maryland Code (“LG”), as modified by LG, Section 4-413 because there are fewer than 20 residents in the area to be annexed who are eligible to sign a petition for annexation and vote in an annexation referendum, the Petition reflects the consent for the proposed annexation from not less than twenty-five percent (25%) of the persons who own real property in the area to be annexed and who are, by virtue of LG, Section 4-413 eligible to vote in a referendum on this annexation, and from the owners of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed; and

WHEREAS, the Mayor of the Town of Mount Airy (herein referred to as the “Mayor”), as the presiding officer of the Town of Mount Airy (herein referred to as the “Town”), caused the signatures on the Petition to be verified, and has ascertained that the Petition otherwise conforms to the requirements of the Local Government Article of the Maryland Annotated Code, Section 4-401 and the Code of the Town of Mount Airy, Chapter 44; and thereupon introduced this Resolution to approve the annexation of the Property into the Town and to classify the Property in

the Town's R-2 zoning classification as a condition to annexation, at a public meeting of the Mayor and Town Council of The Town of Mount Airy on May 7, 2018; and

WHEREAS, pursuant to publication of notice, in accordance with the Local Government Article of the Maryland Code, Section 4-406, a public hearing was conducted in the Town on December 3, 2018, to receive public comment and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, the Town Planning and Zoning Commission reviewed the proposed annexation and R-2 zoning of the Property on July 30, 2018, and has recommended to the Mayor and Town Council that this Resolution be denied; and

WHEREAS, the Town deems it in the best interest of its citizens and for the good government of the Town, to amend the Town Charter so as to annex the Property as hereinafter set forth; provided that the annexation of the Property shall be subject to and governed by the terms of an Annexation Agreement between the Petitioner and the Town, a copy of which is attached hereto and made a part hereof as Resolution Exhibit 2 (the "Annexation Agreement"); and

WHEREAS, the Mayor and Town Council of the Town of Mount Airy, upon consideration of all public comments and written testimony, have determined the following:

- A) The Petition and all procedures for consideration of the Petition by the Town conform to the applicable requirements of the Local Government Article, Sections 4-401, *et seq.* of the Maryland Annotated Code and all other applicable laws; and
- B) The Property is contiguous and adjoining to the existing corporate boundaries of the Town and is a logical extension of the corporate boundaries and is consistent with the systematic expansion of the Town limits as set forth in the Town's Master Plan; and
- C) Annexation of the Property will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the Town, real property proposed to be within the Town, or any combination thereof (*i.e.*, enclave); and
- D) Annexation of the Property and classification in the Town's R-2 zoning district is considered to be in the public interest, convenience and welfare of the citizens of the Town.

IT IS, THEREFORE, RESOLVED, by the Mayor and Council of the Town of Mount Airy that the Property, which is more particularly described in a metes and bounds description attached hereto and incorporated herein by reference as Exhibit "B" to the Petition, which itself is attached to this Resolution as Resolution Exhibit 1, and further depicted on a Plat of Annexation

prepared by Van Mar Associates, Inc., Maryland Registered Professional Engineers and Surveyors, Surveyor No. 21266, dated December 13, 2017 attached hereto and incorporated herein by reference as Petition Exhibit "A", be added to the corporate boundaries of the Town; and

IT IS FURTHER RESOLVED that the boundaries of the Town as provided in the Charter of the Town of Mount Airy, as the same was enacted by the General Assembly of Maryland in Chapter 557, of the Laws of 1953, and thereafter from time to time amended, be amended to include the Property, and the Town Engineer shall so amend the description of the corporate limits to include all the Property more particularly described in Petition Exhibit "B" and shown on the plat attached as Petition Exhibit "A".

BE IT FURTHER RESOLVED that except as otherwise provided below, persons residing in said area to be annexed shall become residents of the Town, generally subject to the provisions of the Charter, Code, Ordinances and other rules and regulations of the Town; and

BE IT FURTHER RESOLVED, that annexation of the Property shall be subject to the following terms and conditions:

1. Petitioners, their successors and assigns, shall pay the costs of any required advertising of this Resolution, as well as the outstanding balance, after application of the \$5,000 deposit paid to the Town upon filing of the Petition pursuant to Section 44-3 of the Town Code, of any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town's administrative costs and overhead. To the extent that the expenses of the Town for which deposit is made are upon final accounting less than \$5,000, Petitioners shall be refunded the balance of the deposit.
2. Municipal real estate taxes (hereinafter referred to as "Town taxes") shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the effective date of the annexation pursuant to the Town Code, Section 101-7.
3. Subject to the terms or conditions below and set forth in the accompanying Annexation Agreement attached hereto as Resolution Exhibit 2, as well as applicable law, the Town will allow Petitioner Frall Developers, Inc. ("Frall") to extend sanitary sewer, water and storm drain lines, driveways, streets, curbs, gutters, and other public improvements

typically permitted by the Town and/or Carroll County, at no expense to the Town, in order to develop certain parcels of property within the area to be annexed owned by Frall as of the date that this Annexation Resolution is adopted, as well as additional parcels to be acquired by Frall in the future within the area to be annexed that Frall intends to develop. The development of parcels and the construction of public improvements in the area to be annexed by Frall shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance with Chapter 98 of the Town Code governing residential subdivision plans, and the construction of public improvements shall be subject to Public Works Agreements entered into with the Town and approved by the Town Council. With respect to water and sewer mains, Frall shall be responsible to extend mains to within reasonable proximity of the lots owned by other petitioners and/or lots or parcels within the area to be annexed other than those owned by Frall, of which there are eight (8) such parcels or lots (hereinafter "Lots Not Currently Owned by Frall"), in a manner to be negotiated with the Town and approved by the Town Planning Commission and, as respects the Public Works Agreement, approved by the Town Council, so as to enable connection to the Town's water and/or sewer service should such connection be requested or required in the future as set forth in Paragraph 7 below. Frall shall submit all water and sewer engineering plans to the Town Engineer for review. The provisions of this Paragraph shall be binding on Frall and Frall's successors in interest.

4. Provided such extensions are requested and/or required under the terms outlined below and in the Annexation Agreement attached hereto as Resolution Exhibit 2, and provided that the Town has allocated water and sewer capacity to the appropriate allocation category, the Town will allow owners of properties within the area to be annexed, subject to the provisions and pursuant to the procedures set forth in the Town Code, Chapter 109, Section 109-19.1, *et seq.*, to extend sanitary sewer and water service to their properties and, in accordance with and subject to the Town Code and regulations governing the allocation of public water and sewer, will allocate water and sewer taps to their properties at the time the extensions are completed and inspected by the Town. Allocation of water and sewer service to the properties within the area to be annexed shall be in accordance with Town laws, rules and regulations, as may be amended, in effect at the time such are allocated.
5. In accordance with the Annexation Agreement attached hereto as Resolution Exhibit 2, Frall will pay to the Town all water connection charges and sewer hookup fees, including all applicable impact fees, as those terms are defined under the Town Code, Sections 1-25D through J, 91-30, 109-20 (hereinafter collectively "Connection Charges") for each of the properties within the area to be annexed in accordance with the following:
 - (a) Frall shall pay to the Town the Connection Charges for properties it owns as of the date that this Annexation Resolution is approved, or comes to own within the area to be annexed, that Frall intends to develop, when those properties are developed and otherwise in accordance with the Town Code and Paragraph 4 above.
 - (b) Within ninety (90) days after the effective date of this Annexation, Frall shall pay to the Town the sum of One Hundred Forty-Seven Thousand and Five Hundred and

No/100 Dollars (\$147,500.00) (hereinafter “the Advanced Connection Charges”) for Connection Charges for Lots Not Currently Owned by Frall, less any applicable credit described in (c) below.

- (c) Notwithstanding (b) above, the amount of the Advanced Connection Charges (*i.e.*, \$147,500.00) that Frall shall be required to pay to the Town shall be reduced by \$18,437.50 for each Lot Not Currently Owned by Frall for which Frall contracts to purchase, and furnishes sufficient proof thereof to the Town, within ninety (90) days of the effective date of this Annexation.
 - (d) Notwithstanding (c) above, if any such sale referenced in (c) above is not closed and such property deeded to Frall within two hundred ten (210) days of the effective date of this Annexation, the amount by which the Advanced Connection Charges were reduced as described in (c) above attributable to that lot shall become immediately due and owing to the Town, and shall immediately be paid by Frall to the Town.
6. The Town shall apply the Advanced Connection Charges, as adjusted in Paragraph 5(c) above, and then if applicable as readjusted as set forth in Paragraph 5(d) above, as credit to the Town’s Connection Charges as follows:
- (a) The Town shall credit each Lot Not Currently Owned by Frall that is not subsequently purchased by Frall, and for which Frall did not receive a credit pursuant to 5(c), or for which Frall received a credit pursuant to 5(c) but paid back to the Town pursuant to 5(d) above, with Eighteen Thousand and Four Hundred Thirty-Seven and 50/100 Dollars (\$18,437.50) per such lot as set forth in (b) below (hereinafter “the Connection Credits”).
 - (b) Except for the lot which is owned by the Sykoras as of the date of adoption of this Annexation Resolution (hereinafter “the Sykora Lot”), if and when connection is requested or is otherwise required by the terms set forth in Paragraph 7 below and/or by the Annexation Agreement for each lot described in 6(a) above entitled to a Connection Credit, the Town shall apply the lot’s Connection Credit to the Connection Charges for said lot in effect when connection is made. The owner of said lot would then be required to pay to the Town the difference between the Connection Charges in effect at the time connection is requested or required as set forth in the Annexation Agreement attached hereto as Resolution Exhibit 2 and as set forth in Paragraph 7 below, and the Connection Credit for said lot.
 - (c) The Sykora Lot has already been connected to the Town’s water system as of the date of the adoption of this Annexation Resolution and the Sykoras paid Fourteen Thousand and Two Hundred and No/100 Dollars (\$14,200.00) to the Town for water Connection Charges. Therefore, the Sykoras shall be issued payment by the Town, upon receipt of the Advanced Connection Charges from Frall, in the amount of Fourteen Thousand and Two Hundred and No/100 Dollars (\$14,200.00). The

remaining Connection Credit in the amount of Four Thousand and Two Hundred Thirty-Seven and 50/100 Dollars (\$4,237.50) shall be credited to the Sykoras, or their successors, if and when sewer connection or connection to a water main more proximate to their lot than the main to which the Sykora Lot is currently connected is requested or required as set forth in Paragraph 7 below and in the Annexation Agreement. The Sykoras, or their successors in interest, would then be required to pay to the Town the difference between the Connection Charges in effect at the time connection is requested or required, and the remaining Connection Credit for said lot.

- (d) The provisions of 6(a) – (c) above shall run to the benefit of the owners of the lots as of the date that this Annexation Resolution is adopted, and to the benefit of their successors in interest.
7. The Town further agrees to suspend application of, and agrees not to enforce, Section 109-3A of the Town Code requiring connection to the Town's water system under the circumstances and within the time frames set forth therein, with respect to Lots Not Currently Owned by Frall, and not subsequently acquired by Frall, until such time as the owner(s) of such homes make application and seek approval for Town water and sewer allocation, upon order of the Maryland Department of the Environment for extension of Town water and sewer service to any existing home within the area to be annexed, or upon the Town's determination, in its sole discretion, that water wells and/or septic systems on any property where a home in the area to be annexed exists as of the date of approval of this Annexation have failed or are in imminent danger of failing. If and when such owners connect to the Town's water and sewer system, such owners shall be responsible to pay to the Town the Connection Charges in effect when connection is made, less the applicable credit for that parcel set forth in Paragraph 6. above. The provisions of this Paragraph shall run to the benefit of the owners of the lots as of the date that this Annexation Agreement is adopted, and to the benefit of their successors in interest.
8. Frall shall improve the portion of Ellis Road currently maintained by Carroll County, representing approximately 460 feet extending from the Northern-most point of connection with Maryland Route 808 (North Main Street) extending in a Westerly direction to a point just beyond the lot currently owned by the Sykoras where Ellis Road then bends in a Southerly direction, and being visually depicted in Exhibit C of the Annexation Agreement. Frall shall improve this portion of Ellis Road in accordance with Town road construction standards, which will be dedicated to the Town by Frall and/or Carroll County upon completion of the road improvements and final inspection and acceptance of same by the Town Engineer, which shall likewise be reviewed and approved by the Town's Planning Commission as a part of the development plan review process set forth herein. The remainder of Ellis Road, extending in a Southerly direction from the point up to which Carroll County currently maintains Ellis Road extending another approximate 680 feet in a Southerly direction to a bend, then extending in an Easterly direction approximately 280 feet to the Southernmost point of connection with Maryland Route 808 (North Main Street) (hereafter "the Unimproved Section of Ellis Road"), is as of the date of approval of this

Annexation a narrow, rough, dirt pathway. The Town reserves the right to require improvement of some or all of this Unimproved Section of Ellis Road to Town road construction standards in the development plan review process. However, the parties agree to in good faith negotiate improvements of the Unimproved Section of Ellis Road as to how much of the Unimproved Section of Ellis Road will need to be approved at any one time, as to allowing improvement initially on the side of Ellis Road on which development of Frall's lots will take place, though adhering to Town road construction standards in terms of thickness, curb, gutter and sidewalk, in the development plan review process, in recognition of the relative cost of such improvements in relation to the number of lots and road frontages to be improved by Frall, and in recognition of other development or conditions along Ellis Road then prevailing when the Frall lots are due to be developed. The negotiations at the time of development plan review will include phasing of Ellis Road improvements and/or the potential for sharing of improvements and/or the costs thereof with any lots that are subdivided and developed on the Eastern border of the Unimproved Section of Ellis Road from the point beyond which Carroll County does not at present maintain Ellis Road to the Easterly bend toward connection with the Southernmost point of connection with Route 808 (North Main Street). All such road improvements and respective rights of way, when completed, shall be dedicated or otherwise conveyed to the Town by Frall or the County, or other owners thereof, upon final inspection and acceptance by the Town Engineer.

9. Subject to all appropriate laws and administrative requirements, the Property is hereby zoned by the adoption of this Resolution, and simultaneously with its annexation into the corporate boundaries of the Town, as R-2, Residential zoning classification. The Board of County Commissioners of Carroll County has expressly consented to and approved such zoning classification for the Property upon annexation.
10. The Annexation Agreement attached here to as Resolution Exhibit 2 shall be executed by the parties within sixty (60) days that this annexation becomes effective. The Annexation Agreement, as well as this Resolution, shall be recorded among the Land Records of Carroll County, Maryland once this annexation becomes effective at the sole cost of Petitioners. All those terms and conditions set forth in the Annexation Agreement attached hereto as Resolution Exhibit 2 are conditions of this annexation, whether explicitly spelled out in this Resolution or not.
11. Any condition to annexation not timely met, including non-payment or untimely payment of any amounts due and owing to the Town by Frall pursuant to Paragraph 5 above, unless waived in writing by the Town, shall cause the adoption of this Resolution and the Annexation to become null and void. Time shall be of the essence.

BE IT FURTHER RESOLVED, that the Mayor has caused a copy of this Resolution to be published not fewer than two (2) times at not less than weekly intervals in a newspaper of

general circulation in the Town, together with a public notice that shall specify the time and place at which a public hearing will be held by the Mayor and Council upon the Resolution, which hearing shall be set for not less than fifteen (15) days after the second (2nd) publication of the notices and to be held at the Town Hall; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this annexation shall become effective on the forty-sixth (46th) day after the passage of this Annexation Resolution, November 12, 2019, unless a proper petition for referendum pursuant to the Local Government Article, Section 4-408, of the Annotated Code of Maryland, be presented to the Mayor within forty-five (45) days after the passage of this Annexation Resolution.

INTRODUCED at a regular meeting of the Mayor and Town Council of the Town of Mount Airy on May 7, 2018.

ADOPTED:

Jason Poirier, Secretary

Larry Hushour, President, Town Council

Approved and adopted this 7th day of October, 2019.

Jason Poirier, Secretary

Patrick T. Rockinberg, Mayor

Reviewed and Approved as to legal sufficiency
This 7th day of October, 2019.

Thomas V. McCarron, Town Attorney

ANNEXATION RESOLUTION 2018-42

RESOLUTION EXHIBIT 1

Annexation Petition

**MAYOR AND COUNCIL OF THE TOWN OF MT. AIRY
PETITION FOR ANNEXATION AND ZONING**

BY THIS PETITION (the "Petition"), request is herewith made to the Mayor and Council of the Town of Mount Airy to annex 12.6439 acres of land, more or less (the "Property"); being generally known as "Dorseytown," located along Ellis Road and North Main Street, Mount Airy, Maryland into the corporate limits of the Town of Mount Airy, Maryland (hereinafter referred to as the "Town"). The Property is contiguous to and adjoins the existing corporate area of the Town, and this annexation will not create any area completely surrounded by the corporate boundaries of the Town, which is not included within the said corporate area (commonly called an "enclave"). The Property is shown and described on a plat entitled "Plat of Annexation, Dorseytown," a copy of which is attached hereto and incorporated herein as Exhibit "A" and is more particularly described by a metes and bounds legal description, which is attached hereto and incorporated herein as Exhibit "B".

We, the undersigned, Frall Developers, Inc., a Maryland corporation; Betty J. Spencer and Teresa L. Spencer; William R. Sykora and Kellyann E. Sykora; and Shelia C. Perkins, and those undersigned registered voters residing on the Property (collectively the "Petitioners"), pursuant to Local Government Article, Title 4, Subtitle 4, Section 4-404 of the Annotated Code of Maryland, do respectfully petition the Mayor and Council of the Town of Mount Airy to annex the Property into the corporate boundaries of the Town of Mount Airy and to zone the property annexed within the requested zoning districts of the Town of Mount Airy. In support of this Petition, we state as follows:

1. The Property is contiguous and adjoining to the existing corporate area of the Town of Mount Airy.
2. Annexation of the Property will not create any unincorporated area, which is bounded on all sides by real property presently located within the corporate limits of the Town of Mount Airy.
3. The Petitioners own not less than twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed and hereby sign this Petition.
4. At least twenty-five percent (25%) of the registered voters who are residents in the Property hereby sign this Petition.
5. The properties immediately north, south, east and west of the Property are within the corporate boundaries of the Town of Mount Airy and annexation of the Property will provide a uniform corporate boundary for the Town of Mount Airy and alleviate an enclave.
6. The Property is currently recommended for annexation and for residential use in the current and duly adopted Carroll County Master Plan. The Property is currently zoned R-40 in Carroll County. Petitioners request that the Property to be annexed be classified with the R-2

Zoning District in the Town of Mount Airy as a condition of annexation (by a resolution of annexation by the Town Council) as depicted on the Plat of Annexation attached hereto as Exhibit "B". The R-2 zoning district in the Town of Mount Airy will permit a land use in conformity with the zoning districts in the neighborhood. The property is included in the Future Annexation Areas in accordance with the Town of Mount Airy Master Plan. Accordingly, the resolution of annexation may establish the R-2 zoning of the Property pursuant to the Local Government Article, Section 4-404, of the Annotated Code of Maryland. In the event that the Town's R-2 zoning classification for the Property permits development of uses substantially different than the use authorized, or at a substantially higher, not to exceed fifty percent (50%), density than could be granted for the proposed development, in accordance with the zoning classification assigned to the Property by Carroll County at the time of the Annexation, the Town will cooperate in all regards and make all reasonable efforts to secure approval of the requested R-2 zoning classification and the requested annexation, including seeking from the Board of County Commissioners of Carroll County, Maryland, the grant of a waiver of zoning consistency if required.

7. In support of this Petition, the Petitioners submit the following exhibits:

Exhibit "A" - Plat of Annexation of the Property;

Exhibit "B" - Metes and Bounds Description of the Property and Annexation Parcel;

Exhibit "C" - List of names and addresses of persons with ownership interest in the Property; and

Exhibit "D" - List of names and addresses of persons residing on the Property who are registered to vote in Carroll County, Maryland.

WHEREFORE, Petitioners respectfully request the Mayor and Council of the Town of Mount Airy:

A. To annex the area within the boundaries of the Mount Airy Election District of Carroll County, more particularly described by the description of VanMar Associates, Inc. dated December 13, 2017 and attached hereto as Exhibit "A".

B. To establish, pursuant to the Code of the Town of Mount Airy, relating to zoning maps and districts, on the zoning map of the Town of Mount Airy, R-2 zoning for the entire property sought to be annexed by this Petition as that district boundary is represented on the Plat of Annexation of the Property, attached hereto as Exhibit "B".

C. To allow the extension of sanitary sewer, water and storm drain lines, driveways and all other public improvements typically provided by the Town and/or Carroll County within the Property, to the extent allowed by law and unless provided otherwise by the Annexation Resolution or by the Annexation Agreement, at the expense of the Petitioner requesting the same subject to the

conditions set forth in the Annexation Resolution and/or Annexation Agreement, if applicable.

D. To serve the Property with public water and sewer public sufficient to support the maximum density of development permitted on the Property based upon the Town's R-2 zoning classification when such capacity is or becomes available.

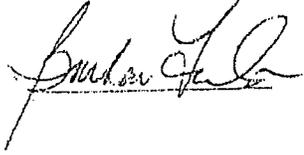
E. To initiate and support a proposed outline for the extension of services and public facilities into the hereinafter described area proposed for annexation as provided in Annotated Code of Maryland; Local Government Article, Section 4-401 *et. seq.*, including any amendments to the Town of Mount Airy and/or Carroll County water and sewer master plans to bring the property to be annexed into Town's water and sewer service area pursuant to Annotated Code of Maryland; Environment Article and other applicable statutory and regulatory requirements.

F. To grant such other and further relief as the nature of Petitioners' cause may require.

IN WITNESS WHEREOF, the Petitioners have executed this Petition.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

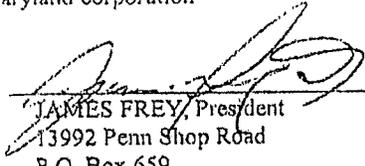
WITNESS:



A handwritten signature in cursive script, appearing to read "James Frey", written over a horizontal line.

FRALL DEVELOPERS, INC.,
a Maryland corporation

BY:



A handwritten signature in cursive script, appearing to read "James Frey", written over a horizontal line.

(SEAL)

JAMES FREY, President
13992 Penn Shop Road
P.O. Box 659
Mt. Airy, Maryland 21771

WITNESS:

Paul Morale

Betty J. Spencer (SEAL)
BETTY J. SPENCER
1202 Ellis Road
Mt. Airy, Maryland 21771

WITNESS:

Neil Marshall



(SEAL)

TERESA L. SPENCER
1202 Ellis Road
Mt. Airy, Maryland 21771

WITNESS:

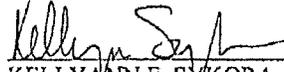
Anna Helen Rolin

William R. Sykora

(SEAL)

WILLIAM R. SYKORA
808 Ellis Road
Mt. Airy, Maryland 21771

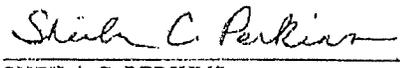
WITNESS:


KELLY ANN E. SYKORA
808 Ellis Road
Mt. Airy, Maryland 21771

(SEAL)

WITNESS:



 (SEAL)

SHEILA C. PERKINS
1313 Ellis Road
Mt. Airy, Maryland 21771

WITNESS:

Paul Mark

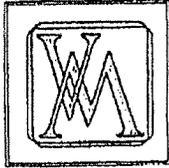
William A. Spencer (SEAL)
WILLIAM ALLEN SPENCER
1202 Ellis Road
Mt. Airy, Maryland 21771

Exhibit "A"

Plat of Annexation, "Dorseytown"

Exhibit "B"

Metes and Bounds legal description of Property to be Annexed



**VANMAR
ASSOCIATES, INC.**

Engineers · Surveyors · Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

(301) 829-2890
(301) 695-0600

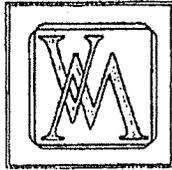
(301) 831-5015

(410) 549-2751
Fax (301) 831-5603

**Exhibit "A"
Metes and Bounds Description
Proposed Annexation Parcel**

**Frall Developers, Inc.
Liber 6277 at Follo 192, 198, 212, 219, 225 & 231
Midge L. Thomas
Liber 6256 at Follo 299, 305, & 311 & Liber 6280 at Follo 455
Eugene W. Hedgman
Liber 766 at Follo 107
Glen & Carol Farina
Liber 2343 at Follo 143
Kerry T. Sell
Liber 6122 at Follo 383
Jeffery A. Morrison
Liber 5788 at Follo 330
Betty J. & Teresa L. Spencer
Liber 2125 at Follo 935
William R. & Kellyanne E. Sykora
Liber 6867 at Follo 353
George E. Cook, Jr. & Sheila C. Perkins
Liber 1455 at Follo 150
Leonard S. Kimmel, Jr. & Charles E. Kimmel
Liber 2847 at Follo 92**

BEING twenty (20) parcels of land as well as a portion of North Main Street (Maryland Route 808), situate along North Main Street and Ellis Road, in the Thirteenth (13th) Election District of Carroll County, Maryland; said parcels being all of the lands conveyed in the following deeds (all title references are to the Land Records of Carroll County, Maryland); by Robert S. Jones to Frall Developers by deeds dated May 5, 2010 and recorded in Liber 6277 at Follo 192, Liber 6277 at Follo 198, Liber 6277 at Follo 212, Liber 6277 at Follo 219, Liber 6277 at Follo 225, and Liber 6277 at Follo 231; by Midge L. Thomas, surviving tenant by the entirety with Robert H. Thomas to Midge L. Thomas by deeds dated July 1, 2010 and recorded in Liber 6256 at Follo 299, Liber 6256 at Follo 305, Liber 6256 at Follo 311, and Liber 6280 at Follo 455; by Moses H. Ellis and Lilly B. Ellis, his wife, to Eugene Maurice Hedgman by deed dated May 2, 1980 and recorded in Liber 766 at Follo 107; by Joel Paul Hockenberry and Sally Ann Hockenberry, husband and wife, to Glen Farina and Carol Farina, husband and wife, by deed dated May 15, 2000 and recorded in Liber 2342 at Follo 143; by U.S. Bank National Association, as Trustee for Ramp 206EFC1, to



VANMAR
ASSOCIATES, INC.

Engineers • Surveyors • Planners

310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

(301) 829-2890
(301) 695-0600

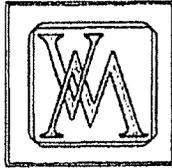
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Kerry T. Sell by deed dated February 24, 2010 and recorded in Liber 6122 at Follo 383; by Jeffery A. Morrison, Person Representative of the Estate of Kathleen I. Snowden, to Jeffery A. Morrison, by deed dated April 21, 2009 and recorded in Liber 5788 at Follo 330; by Betty Jean Spencer, surviving tenant by the entirety of Jack Spencer, to Betty Jean Spencer and Terasa Lynne Spencer by deed dated November 19, 1998 and recorded in Liber 2125 at Follo 935; by Curtis Lee Cumberland, Jr. to William R. Sykora and Kellyann E. Sykora by deed dated March 29, 2012 and recorded in Liber 6867 at Follo 353; by George Ellsworth Cook, Jr., Surviving Tenant by the Entirety of Shirley Mae Cook, to George Ellsworth Cook, Jr. and Sheila Cook Perkins by deed dated April 6, 1993 and recorded in Liber 1455 at Follo 150; by Robert H. Thomas and Sandra Lea Thomas to Leonard S. Kimmel, Jr. & Charles E. Kimmel by deed dated March 8, 2002 and recorded in Liber 2847 at Follo 92; said parcels are more particularly described by perimeter description as follows, in the datum of the Maryland Coordinate System (NAD83/91), and in accordance with a Plat of Annexation prepared by VanMar Associates, Inc. dated 12/13/2017:

BEGINNING for the same at a point on the westerly margin of North Main Street (Maryland Route 808), said point being on the existing Corporate Limits of the Town of Mount Airy, said point also being at the beginning of the North 71° 39' 15" West, 380.67 feet line of an annexation parcel of the lands of Mount Airy Baptist Church, said point also being at the beginning of the second, or North 71° 39' 15" West, 379.25 feet, line of the lands conveyed by Richard T. White and LaVerna M. White to Mount Airy Baptist Church by deed dated May 5, 1971 and recorded in Liber 489 at Follo 29, as now surveyed, said point also being on the third, or South 71° 40' 21" East, 419.90 feet, line of the aforesaid Liber 6277 at Follo 198, 39.23 feet from the end thereof; thence leaving the existing Corporate Limits of the Town of Mount Airy and the outlines of said annexation parcel and Liber 489 at Follo 29 and running as to cross said North Main Street (Maryland Route 808

- 1) South 71°40'22" East, 53.62 feet to a point on the easterly margin of North Main Street (Maryland Route 808), said point also lying on the sixteenth (16th) or North 19°29'39" East, 512.77 foot line of the lands conveyed by Edward Hamilton Harrison to The Vestry of St. James Church in Carroll County, A Maryland Religious Corporation by deed dated March 15, 1999 and recorded in Liber 2196 at Follo 321, being 51.61 feet southerly from the northerly end thereof, said point also lying on the existing corporate boundary of the Town of Mount Airy; thence running with said 16th line (reversed), said easterly margin of North Main Street (Maryland Route 808), and said existing corporate limits
- 2) South 19°29'42" West, 461.16 feet to a point on the outline the aforesaid Liber 5788 at Follo 330; thence leaving said easterly margin of North Main Street (Maryland Route 808) and continuing to run with the outline said Liber 5788 at Follo 330, with the fifteenth (15th) and fourteenth (14th) lines of the aforesaid Liber 2196 at Follo 321, reversed



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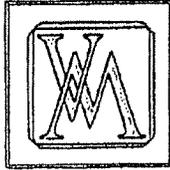
310 South Main Street, P.O. Box 328, Mount Airy, Maryland 21771

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- 3) South 51°33'49" East, 271.75 feet, passing over a concrete monument found at 10.97 feet, to a point; thence
- 4) North 89°33'49" West, 272.85 feet, passing over an Iron pipe found at 260.15 feet, to a point on the aforesaid easterly margin of North Main Street (Maryland Route 808); thence leaving the outline of the Liber 5788 at Folio 330 and running with said easterly margin of North Main Street (Maryland Route 808), and with a portion of the thirteenth (13th) line of the aforesaid Liber 2196 at Folio 321, reversed
- 5) South 19°46'25" West, 35.88 feet to a point; thence leaving the easterly margin of North Main Street (Maryland Route 808) and the thirteenth (13th) line of the aforesaid Liber 2196 at Folio 321 and running so as to cross said North Main Street (Maryland Route 808) and running with a portion of the first (1st) or North 63°52'26" West, 309.97 foot line of the aforesaid Liber 6256 at Folio 299, said line also being the common line with the property conveyed by Bettye E. Crabb, surviving tenant by the entirety of John E. Crabb, to Bettye E. Crabb by deed dated January 31, 2013 and recorded in Liber 7218 at Folio 25
- 6) North 63°53'21" West, 300.00 feet to a point at the end of the first (1st) or North 63°52'26" West, 309.97 foot line of Liber 6556 at Folio 299 and running with the third (3rd) or South 01°22'33" West, 76.89 foot line of the first parcel described in the aforesaid Liber 6280 at Folio 455 and continuing to run with the common line with the aforesaid Liber 7218 at Folio 25
- 7) South 01°21'39" West, 85.15 feet to the easterly end of the South 63°51'23" East, 135.32 foot line as shown on a plat entitled "Minor Subdivision Plat, Lot 1 and Remainder, SPENCER'S SUBDIVISION" recorded in Plat Book 47 at Page 290; thence leaving the common line with the aforesaid Liber 7218 at Folio 25 and running with the fourth (4th) or North 63°52'26" West, 44.55 foot line of the aforesaid Liber 6280 at Folio 455, running so as to cross and include a portion of the aforesaid Liber 2125 at Folio 935, and running with the outline of said Plat Book 47 at Page 290 the following two courses
- 8) North 63°53'21" West, 135.32 feet to a point; thence running with the third (3rd) or North 75°43'07" West, 16.50 foot line of the aforesaid Liber 6277 at Folio 212
- 9) North 75°43'07" West, 16.50 feet to a capped Iron rebar found at the end of the South 12° 28' 28" East, 409.20 feet line as shown on a plat entitled, "Final Plat, Lots 38 thru 80, Section Two, SUMMIT RIDGE" and recorded in Plat Book 42 at Page 116; thence leaving the outline of the aforesaid Plat Book 47 at Page 290 and running, reversely, with the outlines of said Plat Book 42 at Page 116 and with the fourth (4th), or North 12° 28' 25" West, 351.20 foot line of said Liber



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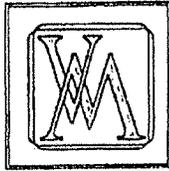
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6277 at Folio 212 and, in part, with the third, or North 12° 28' 25" West, 58.00 feet, line of said Liber 6277 at Folio 231

- 10) North 12° 28' 25" West, 409.20 feet to a capped iron rebar found at the beginning of the fourth, or North 69° 36' 52" West, 267.40 feet, line of the aforesaid Liber 6277 at Folio 231, said point also marking the easterly end of the South 69° 36' 54" East, 267.40 foot line as shown on a plat entitled "Final Plat, Lots 148 thru 187, Section Five, SUMMIT RIDGE" and recorded in Plat Book 46 at Page 32; thence continuing with said fourth line of Liber 6277 at Folio 231 and with the outline of Plat Book 46 at Page 32
- 11) North 69° 36' 52" West, 267.40 feet to the beginning of the closing, or North 21° 46' 40" East, 389.07 feet, line of the aforesaid Liber 6277 at Folio 231; thence continuing, in part, with said closing line of Liber 6277 at Folio 231 and running with the fourth (4th), or North 21° 46' 40" East, 12.87 feet, line of the aforesaid Liber 6277 at Folio 192, the following course:
- 12) North 21° 46' 40" East, 401.94 feet to a capped iron rebar found; thence running with the fifth (5th) line of the aforesaid Liber 6277 at Folio 192
- 13) North 18° 55' 36" West, 33.40 feet to the beginning of the sixth (6th) or North 59° 50' 34" East, 32.41 foot line of the aforesaid Liber 6277 at Folio 192, said point also marking the end of the seventh (7th) or South 59° 28' 12" West, 32.03 foot line of the aforesaid Liber 489 at Folio 29; thence leaving the outline of Plat Book 46 at Page 32 and running with the sixth (6th) through eights (8th) line of said Liber 6277 at Folio 192 and the first (1st) through seventh (7th) lines of the aforesaid Liber 489 at Folio 29, reversed
- 14) North 59° 50' 34" East, 32.41 feet passing over a stone found at a distance of 0.55 feet thereon, to a rebar found in a pipe; thence
- 15) South 81° 44' 50" East, 165.05 feet to a stone found; thence
- 16) South 42° 45' 34" East, 239.11 feet to the iron pipe found (bent, said pipe being at the point of beginning of the aforesaid Liber 6277 at Folio 198; thence leaving the outlines of the aforesaid Liber 6277 at Folio 192 and running with the first, second and part of the third lines of said Liber 6277 at Folio 198, the following three courses
- 17) North 47° 09' 10" East, 15.00 feet; North 47° 09' 09" East, 15.00 feet to an iron pipe found; thence



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18) South 42°48'18" East, 86.42 feet to a point in the existing asphalt paving of Ellis Road; thence running along Ellis Road

19) South 71°40'21" East, 380.67 to the place of beginning

THE area of land contained by the foregoing amounts to 550,770 square feet, or 12.6439 acres, more or less, together with and subject to appurtenances and encumbrances of record or in use.

THE preparation of this description and the surveying work reflected in it were prepared under my responsible charge, in compliance with the requirements set forth in COMAR 09.13.06.12.

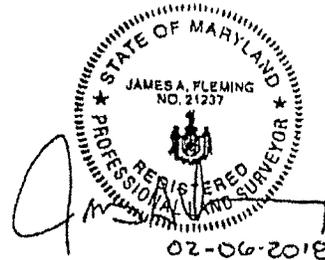


Exhibit "C"

LIST OF PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY

1. Frall Developers, Inc. -- 13992 Penn Shop Road, Mt. Airy, MD 21771
2. Betty J. Spencer and Teresa L. Spencer -- 1202 Ellis Road, Mt. Airy, MD 21771
3. Glen Farina and Carol Farina -- 1306 North Main Street, Mt. Airy, MD 21771
4. William R. Sykora and Kellyann E. Sykora -- 808 Ellis Road, Mt. Airy, MD 21771
5. Sheila C. Perkins -- 18542 Eagles Roost Drive, Germantown, MD 20874
6. Midge L. Thomas -- 1210 N. Main Street, Mt. Airy, MD 21771
7. Jeffrey Morrison - 1205 N. Main Street, Mt. Airy, MD 21771
8. Kerry Sell -- 1307 Ellis Road, Mt. Airy, MD 21771
9. Leonard Kimmel, Jr. and Charles Kimmel -- 1310 N. Main Street, Mt. Airy, MD 21771

Exhibit "D"

LIST OF PERSONS RESIDING ON THE PROPERTY AND REGISTERED TO VOTE

Betty J. Spencer & Teresa L. Spencer – 1202 Ellis Road, Mt. Airy, MD 21771

Glen Farina -- 1306 North Main Street, Mt. Airy, MD 21771

William R. Sykora & Kellyann E. Sykora – 808 Ellis Road, Mt. Airy, MD 21771

Midge Lee Thomas -- 1210 North Main Street, Mt. Airy, MD 21771

Kerry T. Sell, William Donald & Kelsey Ann Anderson – 1307 Ellis Road, Mt. Airy, MD 21771

Antonio J. Spencer, Kelly Michelle Dorsey, Donna Michelle Spencer, Mary Louise Spencer,
Michael Olonzo Spencer & William Allen Spencer – 1202 Ellis Road, Mt. Airy, MD 21771

Brian Lee, Desiree Alexandra, Leonard S. Kimmel & Gary Wayne Lawrence – 1310 North Main
Street, Mt. Airy, MD 21771

ANNEXATION RESOLUTION 2018-42

RESOLUTION EXHIBIT 2

Annexation Agreement

DRAFT – FOR ADOPTION AT TOWN COUNCIL 10/7/19 MEETING

ANNEXATION AGREEMENT FOR ANNEXATION OF PROPERTY NORTH OF CORPORATE LIMITS OF THE TOWN OF MOUNT AIRY, MARYLAND

THIS ANNEXATION AGREEMENT (“Agreement”), dated this ___ day of _____, 2019, by and between Frall Developers, Inc. (hereinafter “Frall”), the owner of a portion of the parcels of real property located along the northern border of the limits of the Town of Mount Airy, Maryland and which is more particularly described below (hereinafter “the Property”), who has petitioned, along with others who own parcels within the Property described below, for annexation of the Property into the Town of Mount Airy resulting in Annexation Resolution No. 2018-42 introduced on May 7, 2018 before the Town Council of the Town of Mount Airy (hereinafter “Petition”), and the Town of Mount Airy, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter “the Town”). Frall and the other parcel owners who have petitioned for annexation shall collectively be referred to below as “Petitioners”.

WHEREAS, Frall holds legal title in fee simple to and/or other rights, title and/or interest in five parcels of real property that collectively border the northern limits of the Town deeded to Frall by deeds dated May 5, 2010 and recorded among the land records of Carroll County, Maryland in Liber 6277, Folios 192, 198, 212, 219, 225 and 231 (hereinafter “the Frall Parcels”), and which are among the parcels making up the Property; and

WHEREAS, the Property consists of 12.6439 acres of land, more or less, the metes and bounds description for which is attached hereto as Exhibit A and is shown on the Plat of Annexation attached hereto as Exhibit B; and

WHEREAS, Frall and the other Petitioners filed the Petition with the Town pursuant to the Town Code, Chapter 44 and the Maryland Annotated Code, Local Government Article,

Section 4-404 seeking annexation of the Property into the Town and have paid the requisite fee to the Town for processing the Petition pursuant to the Town Code, Section 44-3; and

WHEREAS, the Petition was determined to be in proper form and compliant with the Town and Maryland Codes by the attorney for the Town; and

WHEREAS, Annexation Resolution No. 2018-42 (hereinafter “the Resolution”) was introduced at the regular Town Council meeting held on May 7, 2018; and

WHEREAS, the Resolution was thereupon referred, pursuant to the Town Code, to the Town’s Planning Commission for review and recommendations; and

WHEREAS, on or about July 30, 2018, the Town’s Planning Commission recommended against adoption or approval of the proposed annexation; and

WHEREAS, the public hearing was advertised in compliance with the Maryland Annotated Code, Local Government Article, Section 4-406; and

WHEREAS, a copy of the public notice for the public hearing was provided to applicable County, regional and State planning agencies; and

WHEREAS, an annexation plan was developed by the Town and provided to the governing bodies of Carroll County the State Department of Planning and any regional and State planning agencies having jurisdiction at least thirty (30) days prior to the public hearing as required by the Maryland Annotated Code, Local Government Article, Section 4-406; and

WHEREAS, the Carroll County Planning Commission held a public hearing on the Annexation Petition on November 13, 2018 and gave a favorable recommendation to the annexation; and

WHEREAS, the Board of County Commissioners of Carroll County held an informational meeting on November 15, 2018 and a public hearing on November 29, 2018, at

which time the Board of County Commissioners concurred with the Carroll County Planning Commission's favorable recommendation on the annexation; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, Section 4-406 , on December 3, 2018 the Town Council held a public hearing and received public comment on the proposed Annexation Resolution 2018-42; and

WHEREAS, the Town Council considered and approved the Resolution on or about October 7, 2019, subject to certain conditions set forth in the Resolution, as amended, and subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, Section 4-409, the annexation will be made effective on November 12, 2019; and

WHEREAS, no petition for referendum on the Resolution was received by the Town meeting the requirements of the Maryland Annotated Code, Local Government Article, Section 4-409 and, therefore, the Resolution became final after expiration of forty-five (45) days after its enactment, subject to execution of this Agreement and the fulfillment of the conditions set forth in the Resolution and this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1.0 Definitions.

1.1 "Advanced Connection Charges" shall mean the payment to the Town that Frall is required to make to the Town within ninety (90) days after the effective date of annexation totaling the sum of One Hundred Forty-Seven Thousand and Five Hundred and No/100 Dollars

(\$147,500.00) for Connection Charges for Lots Not Currently Owned by Frall, less any applicable credit as set forth below and in Paragraph 5(c) of the Annexation Resolution.

1.2 “Agreement” shall mean this Annexation Agreement.

1.3 “Connection Charges” shall collectively refer to all water connection charges and sewer hookup fees, including all applicable impact fees, as those terms are defined under the Town Code, Sections 1-25D through J, 91-30, 109-20, and all other expenses of connection to the Town’s water and sewer systems.

1.4 “Frall” shall mean Frall Developers, Inc.

1.5 “Frall Parcels” shall mean those five parcels of real property in which Frall currently holds legal title in fee simple to and/or other rights, title and/or interest that collectively border the northern limits of the Town deeded to Frall by deeds dated May 5, 2010 and recorded among the land records of Carroll County, Maryland in Liber 6277, Folios 192, 198, 212, 219, 225 and 231 (hereinafter “the Frall Parcels”), and which are among the parcels making up the Property.

1.6 “Lots Not Currently Owned By Frall” shall mean lots owned by other petitioners and/or lots or parcels within the area to be annexed other than those owned by Frall as of the date of adoption of the Resolution, of which there are eight (8) such parcels or lots

1.7 “Maryland Code” shall mean the Code of the State of Maryland.

1.8 “Mayor” shall mean the Mayor of the Town of Mount Airy.

1.9 “Nonconforming use” for the purposes of this Agreement shall mean a use of a building or of land lawfully existing at the time of the effective date of this Agreement and of the annexation to which this Agreement relates but which does not conform with the use regulations

as set forth in Chapter 112 of the Town Code for the zone in which the building or land is located.

1.10 “Parties” shall mean the parties to this Agreement.

1.11 “Petition” shall mean the petition for annexation of the Property resulting in Annexation Resolution No. 2018-42 introduced on May 7, 2018 before the Town Council of the Town of Mount Airy.

1.12 “Petitioners” shall mean those owners of parcels of real property in part comprising the Property who were signatories to the Petition.

1.13 “Plat of Annexation” shall mean the plat attached hereto as Exhibit B showing the boundaries of the Property and, within those boundaries, the zoning classifications under Chapter 112 of the Town Code for sections of the Property that will apply upon annexation.

1.14 “Property” shall mean 12.6439 acres of land, more or less, the metes and bounds description for which is attached hereto as Exhibit A and which is shown on the Plat of Annexation attached hereto as Exhibit B.

1.15 “Resolution” shall mean Annexation Resolution No. 2018-42 introduced on May 7, 2018 before the Town Council of the Town of Mount Airy and shall include any and all amendments thereafter made and approved and adopted by the Town Council on September 9, 2019.

1.16 “Sewer hookup fees” as used herein shall refer to those fees or charges defined and/or referred to in Sections 1-25D and 91-32.

1.17 “Town” shall mean the Town of Mount Airy, a municipal corporation organized under the laws of the State of Maryland.

1.18 “Town Code” shall mean the Code of the Town of Mount Airy.

1.19 “Town Council” shall mean the Town Council of the Town of Mount Airy.

1.20 “Town Taxes” shall mean the Town’s municipal real estate taxes.

1.21 “Water Connection Charges” as used herein shall refer to those fees or charges defined and/or referred to in Sections 1-25E through J and 109-20.

1.22 “Zoning Classifications” shall mean the zoning classifications under Chapter 112 of the Town Code for sections of the Property that will apply upon annexation and which are shown in the Plat of Annexation attached hereto Exhibit B.

2.0 Recitals.

2.1 The recitals set forth above are incorporated herein and made a part hereof as though fully set forth.

3.0 Conditions and Effective Date.

3.1 This Agreement is expressly conditioned upon the passage and approval of the Resolution and this Agreement by the Town Council, expiration of all referendum periods pursuant to of the Maryland Annotated Code, Local Government Article, Section 4-404 or approval of the Resolution and the terms of this Agreement by referendum, and the execution of this Agreement by and on behalf of the Town and Frall within 60 days after the annexation becomes effective.

3.2 This Agreement shall become effective retroactively to the date that the Resolution becomes effective under the law.

3.3 This Agreement shall become null and void *ab initio*, even if executed by one or more of the Parties, if for any reason the Resolution does not become effective and/or the Resolution or any part of this Agreement is stricken, voided or held in any manner invalid by a court of competent jurisdiction, or if one or more of the conditions to the Resolution and this

Annexation Agreement are not timely fulfilled absent a written waiver of such condition by the Town.

3.4 As a condition precedent to annexation, this Agreement is conditioned, as set forth in the Annexation Resolution and as set forth in this Agreement below, upon the following terms and conditions:

3.4.1 Frall, its successors and assigns, pursuant to Section 44-8 of the Town Code, shall pay the costs of any required advertising of the Annexation Resolution, as well as the outstanding balance, after application of the \$5,000 deposit paid to the Town upon filing of the Petition pursuant to Section 44-3 of the Town Code, of any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town's administrative costs and overhead. To the extent that the expenses of the Town for which the deposit is made are upon final accounting less than \$5,000, Frall shall be refunded the balance of the deposit.

3.4.2 Town Taxes shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the effective date of the annexation pursuant to the Town Code, Section 101-7.

3.4.3 Subject to the terms below, as well as applicable law, the Town will allow Petitioner Frall Developers, Inc. ("Frall") to extend sanitary sewer, water and storm drain lines, driveways, streets, curbs, gutters, and other public improvements typically permitted by the Town and/or Carroll County, at no expense to the Town, in order to develop certain parcels of property within the area to be annexed owned by Frall as of the date that this Annexation Resolution is adopted, as well as additional parcels to be

acquired by Frall in the future within the area to be annexed that Frall intends to develop. The development of parcels and the construction of public improvements in the area to be annexed by Frall shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance with Chapter 98 of the Town Code governing residential subdivision plans, and the construction of public improvements shall be subject to Public Works Agreements entered into with the Town and approved by the Town Council. With respect to water and sewer mains, Frall shall be responsible to extend mains to within reasonable proximity of the Lots Not Currently Owned by Frall, in a manner to be negotiated with the Town and approved by the Town Planning Commission and, as respects the Public Works Agreement, approved by the Town Council, so as to enable connection to the Town's water and/or sewer service should such connection be requested or required in the future as set forth in Condition or Paragraph 7 of the Resolution. Frall shall submit all water and sewer engineering plans to the Town Engineer for review.

3.4.4 Provided such extensions are requested under the terms outlined in the Resolution and below, and provided that the Town has allocated water and sewer capacity to the appropriate allocation category, the Town will allow owners of properties within the area to be annexed, subject to the provisions and pursuant to the procedures set forth in the Town Code, Chapter 109, Section 109-19.1, et seq., to extend sanitary sewer and water service to their properties and, in accordance with and subject to the Town Code and regulations governing the allocation of public water and sewer, will allocate water and sewer taps to their properties at the time the extensions are completed and inspected by the Town. Allocation of water and sewer service to the properties within the

area to be annexed shall be in accordance with Town laws, rules and regulations, as may be amended, in effect at the time such are allocated.

3.4.5 Subject to all appropriate laws and administrative requirements, the Property is zoned as R-2, Residential zoning classification. The Board of County Commissioners of Carroll County has expressly consented to and approved such zoning classification for the Property upon annexation.

3.5 Frall will pay to the Town all Connection Charges for each of the properties within the area to be annexed in accordance with the following:

3.5.1. Frall shall pay to the Town the Connection Charges for properties it owns as of the date that this Annexation Resolution is approved, or comes to own within the area to be annexed, that Frall intends to develop, when those properties are developed and otherwise in accordance with the Town Code and Paragraph 3.4.4 above.

3.5.2. Within ninety (90) days after the effective date of this Annexation, Frall shall pay to the Town the sum of One Hundred Forty-Seven Thousand and Five Hundred and No/100 Dollars (\$147,500.00) (hereinafter "the Advanced Connection Charges") for Connection Charges for Lots Not Currently Owned by Frall, less any applicable credit described in 3.5.3 below.

3.5.3. Notwithstanding 3.5.2 above, the amount of the Advanced Connection Charges (i.e, \$147,500.00) that Frall shall be required to pay to the Town shall be reduced by \$18,437.50 for each Lot Not Currently Owned by Frall for which Frall contracts to purchase, and furnishes sufficient proof thereof to the Town, within ninety (90) days of the effective date of this Annexation.

3.5.4 Notwithstanding 3.5.3 above, if any such sale referenced in 3.5.3 above is not closed and such property deeded to Frall within two hundred ten (210) days of the effective date of this Annexation, the amount by which the Advanced Connection Charges were reduced as described in 3.5.3 above attributable to that lot shall become immediately due and owing to the Town, and shall immediately be paid by Frall to the Town.

3.6 This Agreement shall be recorded among the Land Records of Carroll County, Maryland at Petitioners' sole cost and expense as to each lot or parcel and at no cost or expense to the Town.

3.7 Any condition to annexation not timely met, including non-payment or untimely payment of any amounts due and owing to the Town by Frall pursuant to Paragraph 5 above, unless waived in writing by the Town, shall cause the adoption of this Resolution and the Annexation to become null and void. Time shall be of the essence.

4.0 Zoning and Town Code Compliance.

4.1 The Property simultaneously with its annexation into the corporate boundaries of the Town shall, for the purposes of zoning, be given R-2, Residential zoning classification as reflected in the Plat of Annexation attached hereto as Exhibit B.

4.2 All current and future uses of or activities on individual parcels comprising the Property shall henceforth be governed, regulated and limited by the provisions of the Town Code applicable to the particular Zoning Classification for each individual parcel, except as set forth below.

4.3 Nonconforming uses shall be allowed to continue but shall not be allowed to expand, except in accordance with Section 112-6A. of the Town Code, and shall further be

subject to the provisions of the Town Code relating to discontinuance and substitution of nonconforming uses as set forth in the Town Code, Section 112-6.

4.4 Lots of record which exist and are developed or improved as of the effective date of this Agreement and the annexation to which it relates which do not fulfill the Town's regulations for the minimum lot area and/or width for the zone in which they are located shall be legal lots of record pursuant to the Town Code, Section 112-51, except that any future development or improvements to any parcels within the Property, including but not limited to the Frall parcels, shall be required to comply with all applicable provision of the Town Code, including but not limited to lot dimensions, setbacks, lot sizes, road frontages, *etc.*

4.5 Lots or parcels making up the Property that are improved as of the effective date of annexation shall not be required to meet the landscaping and screening requirements set forth in the Town Code, Section 112-14 and shall be considered nonconforming uses as respects landscaping and screening requirements, except that any future development or improvements to such lots, including the Frall Parcels, shall be required to comply with Section 112-14 and the landscaping and screening requirements set forth therein and as required by the Planning Commission upon site plan or subdivision plan review.

4.6 Lots or parcels making up the Property that are improved as of the effective date of annexation shall not be required to meet the outdoor lighting requirements and restrictions set forth in the Town Code, Section 112-18 and shall be considered nonconforming uses with respect to outdoor lighting, except that any future improvements to such lots, including the Frall Parcels, shall be required to comply with Section 112-18 and the outdoor lighting requirements and restrictions set forth therein and as required by the Planning Commission upon site plan or subdivision plan review.

5.0 Development.

5.1 All future development of the Property or any portion thereof shall be subject to all applicable subdivision regulations, design standards, rules, regulations, statutes and ordinances of the Town and any other applicable laws of the State of Maryland in force from time to time. The development of parcels and the construction of public improvements in the area to be annexed by Frall shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance with Chapter 98 of the Town Code governing residential subdivision plans, and the construction of public improvements shall be subject to Public Works Agreements entered into with the Town and approved by the Town Council.

5.2 Subject to all appropriate laws and administrative requirements, the Property is zoned as R-2, Residential zoning classification. The Board of County Commissioners of Carroll County has expressly consented to and approved such zoning classification for the Property upon annexation.

6.0 Municipal Taxation.

6.1 The parcels making up the Property shall be subject to 100% of the municipal tax commencing on July 1, 2020 pursuant to the provisions of Section 101-7 of the Town Code.

7.0 Police and Fire Service.

7.1 Upon the effective date of the Annexation Resolution, the Property will receive police service coverage from the Town of Mount Airy police department and fire service coverage from the Mount Airy Volunteer Fire Department in the same manner as other properties in the Town.

8.0 Streets and Roads Maintenance.

8.1 Frall shall improve the portion of Ellis Road currently maintained by Carroll County, representing approximately 460 feet extending from the Northern-most point of connection with Maryland Route 808 (North Main Street) extending in a Westerly direction to a point just beyond the lot currently owned by the Sykoras where Ellis Road then bends in a Southerly direction, and being visually depicted in Exhibit C of the Annexation Agreement. Frall shall improve this portion of Ellis Road in accordance with Town road construction standards, which will be dedicated to the Town by Frall and/or Carroll County upon completion of the road improvements and final inspection and acceptance of same by the Town Engineer, which shall likewise be reviewed and approved by the Town's Planning Commission as a part of the development plan review process set forth herein. The remainder of Ellis Road, extending in a Southerly direction from the point up to which Carroll County currently maintains Ellis Road extending another approximate 680 feet in a Southerly direction to a bend, then extending in an Easterly direction approximately 280 feet to the Southernmost point of connection with Maryland Route 808 (North Main Street) (hereafter "the Unimproved Section of Ellis Road"), is as of the date of approval of this Annexation a narrow, rough, dirt pathway. The Town reserves the right to require improvement of some or all of this Unimproved Section of Ellis Road to Town road construction standards in the development plan review process. However, the parties agree to in good faith negotiate improvements of the Unimproved Section of Ellis Road as to how much of the Unimproved Section of Ellis Road will need to be approved at any one time, as to allowing improvement initially on the side of Ellis Road on which development of Frall's lots will take place, though adhering to Town road construction standards in terms of thickness, curb, gutter and sidewalk, in the development plan review process, in recognition of the relative cost

of such improvements in relation to the number of lots and road frontages to be improved by Frall, and in recognition of other development or conditions along Ellis Road then prevailing when the Frall lots are due to be developed. The negotiations at the time of development plan review will include phasing of Ellis Road improvements and/or the potential for sharing of improvements and/or the costs thereof with any lots that are subdivided and developed on the Eastern border of the Unimproved Section of Ellis Road from the point beyond which Carroll County does not at present maintain Ellis Road to the Easterly bend toward connection with the Southernmost point of connection with Route 808 (North Main Street). All such road improvements and respective rights of way, when completed, shall be dedicated or otherwise conveyed to the Town by Frall or the County, or other owners thereof, upon final inspection and acceptance by the Town Engineer.

8.2 This Agreement is specifically conditioned upon Carroll County conveying to the Town the County roads, or the sections of County roads, within the Property upon the effective date of this Agreement and the annexation to which it relates.

9.0 Trash, Garbage and Recycling Service.

9.1 From the effective date of the annexation and this Agreement forward into the future, the Town will provide to the Property trash, yard waste and recycling services as it provides for properties within the limits of the Town as of the effective date of this Agreement in accordance with and to the extent required by the Town Code. The owners of the parcels comprising the Property shall participate in the Town's recycling program and shall pay the Town for the recycling containers or bins at the same cost charged to residents of the Town as of the effective date of this Agreement and the annexation to which it relates, and/or as amended from time to time in the future.

10.0 Water and Sewer Service.

10.1 The provisions of Paragraphs 3.4.4 through 3.5.5 are incorporated herein as though fully set forth.

11.0 General Miscellaneous Provisions.

11.1 This Agreement may be signed in counterparts.

11.2 This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

11.3 This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed.

11.4 This Agreement may not be modified except either in a written agreement signed by the parties or their successors in interest or by means of an amendment to the Town Code. Waiver of conditions to annexation may only be waived by the Town in writing. Time shall be of the essence.

11.5 In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed upon by the parties, or if unable to agree, assigned by the American Arbitration Association.

11.6 In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court for Carroll County, Maryland.

11.7 The provisions of this Agreement shall be covenants and/or restrictions on the lots or parcels of land making up the Property which shall run with the land in perpetuity and shall be binding upon all record owners or other persons holding any right, title or interest in each individual lot or parcel making up the Property, as well as any and all of their heirs, assigns, personal representatives, administrators, executors, guardians, legatees, grantees and successors-in-interest and shall run with each of their respective lots or parcels.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

FRALL DEVELOPERS, INC.

By: _____ (SEAL)

Date

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 2019, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be _____, _____ of Frall Developers, Inc., a Maryland corporation, named in the foregoing instrument, and acknowledge that he/she executed the same for the purposes therein contained on behalf of Frall Developers, Inc.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

WITNESS:

TOWN OF MOUNT AIRY

By: _____ (SEAL)
Patrick T. Rockinberg, Mayor

Date

**STATE OF MARYLAND
COUNTY OF CARROLL**

I HEREBY CERTIFY, that on this _____ day of _____, 2019, before me, the undersigned Notary Public of said State, personally appeared Patrick T. Rockinberg, known to me (or satisfactorily proven) to be the Mayor of the Town of Mount Airy named in the foregoing instrument, and acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

EXHIBIT A

TO ANNEXATION AGREEMENT

[ANNEXATION RESOLUTION NO. 2018-42 (DORSEYTOWN)]

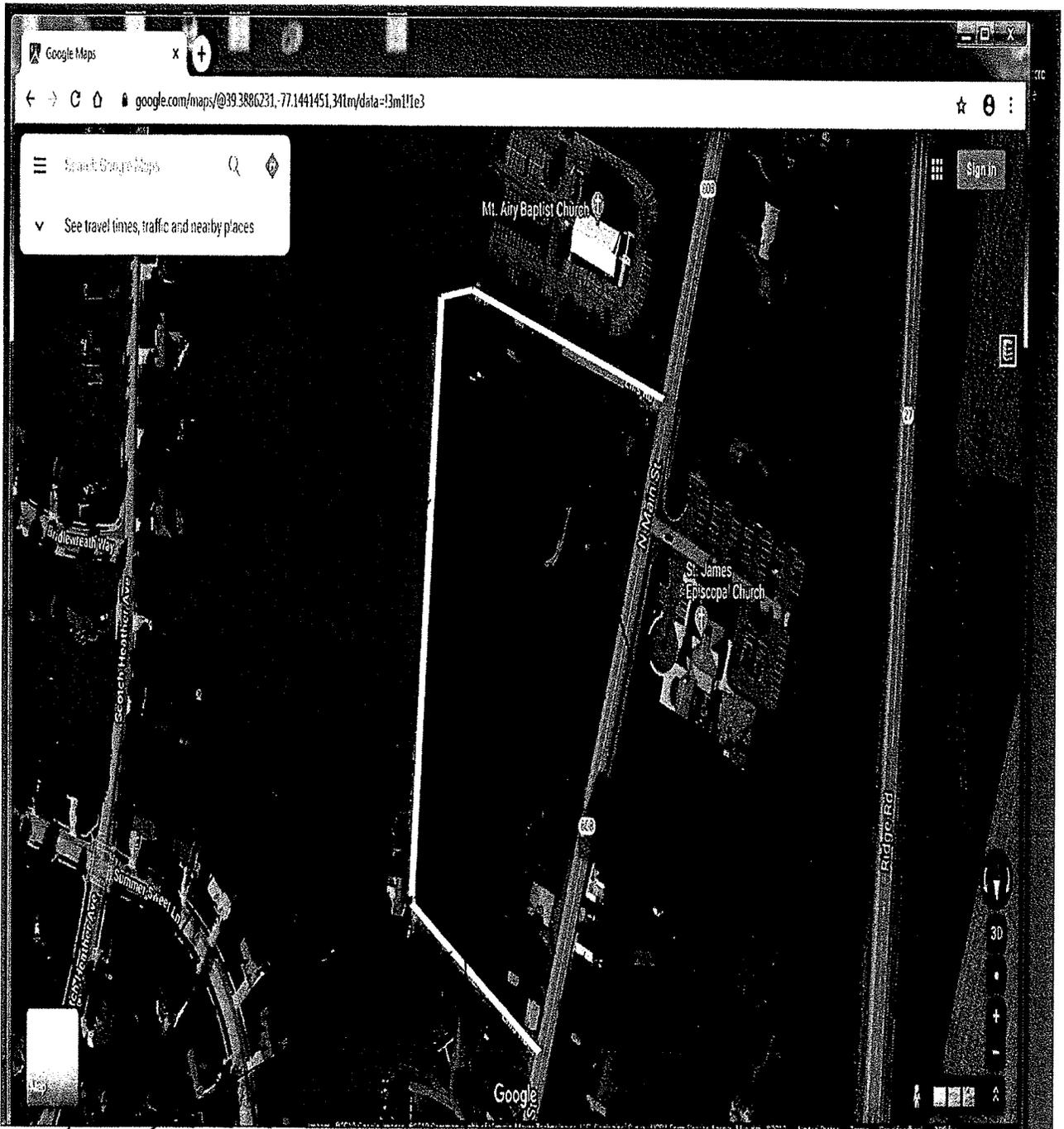
Metes and Bounds Description of Area to be Annexed

EXHIBIT B
TO ANNEXATION AGREEMENT
[ANNEXATION RESOLUTION NO. 2018-42 (DORSEYTOWN)]

Plat of Area to be Annexed

EXHIBIT C
TO ANNEXATION AGREEMENT
[ANNEXATION RESOLUTION NO. 2018-42 (DORSEYTOWN)]
Ellis Road

ELLIS ROAD - NOT TO SCALE



Unimproved Sections of Ellis Road

Portion of Ellis Road maintained by
Carroll County

Approximate location of Sykora Lot