

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT made this _____ day of _____, 201____, by and between The Town of New Market, a municipal corporation (the "Town"), and Susan W. Wilson ("Wilson");

W I T N E S S E T H:

WHEREAS, on Aug. 16, 2017, in response to the petition of Wilson, the Town introduced an Annexation Resolution (No. 2017-EA) for the purpose of annexing into to Town 137.47 acres of land, more or less; and

WHEREAS, all or part of the property intended to be annexed is subject to certain covenants, conditions, limitations and restrictions on the use and development of all or part of the land proposed for annexation, said restrictions being established in a Deed of Easement from Charles W. Wood to the Farm Credit Bank of Baltimore, dated October 24, 1988, and recorded among the Land Records of Frederick County, Maryland, in Liber 1529, folio 441 (the "Covenants"); and

WHEREAS, Wilson has represented to the Town an intention to continue the land in agricultural preservation subsequent to the effective date of the proposed annexation; and

WHEREAS, in accordance with Md. Ann. Code, Land Use Article, §4-103(d), the Town is authorized to include in an annexation agreement conditions and limitations on the use of land and the density of development otherwise allowed in the zoning district where the land is located; and

WHEREAS, the parties desire to enter into this Agreement pursuant to the authority established in the statute aforesaid.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, but for no monetary consideration, the parties hereto, intending to be legally bound under seal agree as follows:

1. Consent. Any modification or termination of the Covenants shall be subject to the prior written approval and consent of the Town. Except as modified by such consent, the uses and densities of development of the property shall be and remain subject to the Covenants.

2. Form of Consent. Any consent granted by the Town shall be by resolution of the Mayor and Council, and shall be recorded in the Land Records of Frederick County, Maryland.

3. Effective Date. This Annexation Agreement shall be effective as of the Effective Date of the Annexation.

4. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, including subsequent purchasers, grantees, and owners of the property intended to be annexed and which is subject to the Covenants.

WITNESS the execution of this Agreement, as of the day and year first above written.

WITNESS/ATTEST:

BY ORDER OF THE MAYOR AND COUNCIL
OF THE TOWN OF NEW MARKET

Town Clerk

Winslow F. Burhans, III, Mayor

SEAL

Susan W. Wilson (SEAL)

STATE OF MARYLAND, WASHINGTON COUNTY, To-wit:

I HEREBY CERTIFY, that on this ____ day of _____, 201__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winslow F. Burhans, III who acknowledged himself to be the Mayor of The Town of New Market (the "Town") and that he, as such officer, being authorized so to do, executed the foregoing agreement for the purposes therein contained in the capacity therein stated.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, WASHINGTON COUNTY, To-wit:

I HEREBY CERTIFY, that on this _____ day of _____,
201__, before me, a Notary Public of the State of Maryland,
personally appeared Susan W. Wilson, known to me to be the person
whose name is subscribed to the within instrument, who
acknowledged that she executed the same for the purposes therein
contained.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

THIS IS TO CERTIFY that the within instrument was prepared
by or under the supervision of the undersigned Maryland
attorney.

William C. Wantz

Mail to:

William C. Wantz
123 W. Washington Street
Hagerstown MD 21740