

**PETITION FOR ANNEXATION
OF
93.739 ACRES, MORE OR LESS,
INTO
THE TOWN OF NEW MARKET**

Pursuant to §4-404(a) of the Local Government Article of the Annotated Code of Maryland, Petitioners, Turnpike Farm Limited Partnership ("Turnpike") and Eng-Land Acres, LLC ("Eng-Land" and together with Turnpike, the "Petitioners") hereby petition The Town of New Market (the "Town") to annex certain real property into the corporate limits of the Town (this "Petition").

In support of this Petition, Petitioners state as follows:

1. The property that is the subject of this Petition consists of 93.739 acres of land, more or less (the "Property") being generally known as Eng-Land Acres, Detrick Road/Well Spring Way, New Market, Maryland, located north of Old National Pike and east of Well Spring Way, along with a portion of Old National Pike extending from west of Morning Gate Lane as shown on **EXHIBIT A**.
2. 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 into the Town of New Market, the property of Turnpike Farm Limited Partnership, the property of Eng-Land Acres, LLC, and the property of Frederick County", 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 also attached hereto and incorporated herein as part of **EXHIBIT A**.
3. The Property is owned by Turnpike Farm Limited Partnership ("Turnpike"), Eng-Land Acres, LLC, and Frederick County, Maryland ("County") ("Eng-Land" and together with "Turnpike" and "County" the "Owners"). Owners own one hundred percent (100%) of the assessed value of the Property to be annexed, and Turnpike and Eng-Land are seeking annexation of the Property into the Town. There are no persons residing in the area to be annexed, and; therefore, no additional consents are required.
4. The designated representative of the Petitioners who shall serve as contact person for the purpose of receiving notices from the Town and requests for further information is: T. Wesley Poss, 5310 Spectrum Drive, Suite C Frederick, Maryland 21703, 301.698.3232 x101.
5. The Town of New Market Master Plan (2017) (the "Master Plan") Planning and Annexation Areas Map (Map #7) designates the Property as being within "Annexation Area" for growth. The Property is identified for EDF – Economic Development Flex Land

Use Category and LDR – Low Density Residential, on the 2016 Planned Use Map (Map #11) of the Master Plan. The Master Plan states the Property is part of a group of properties designated as the “Mixed Use Area East of MD-75” which represents a “growing mixed residential, commercial and industrial area along the Old National Pike corridor [and] includes both Town and County parcels” (Master Plan at 41). As so designated and described in the Master Plan, annexation of the Property is consistent with the goals and policies of the Master Plan, including the Land Use Element, Municipal Growth Element and Water Resources Element.

6. Petitioners are requesting that, upon annexation of the Property into the Town, the Property be Economic Development Flex (EDF) and Low Density Residential (R-1). Petitioners request that the portion of the Property designated EDF on the 2016 Planned Use Map (Map #11) of the Master Plan be zoned EDF, and the portion of the Property designated LDR on the 2016 Planned Use Map (Map #11) of the Master Plan be zoned R-1. Following annexation, Petitioners intend to request that the Property be rezoned to a Planned Development District (PDD) floating zone classification.

The undersigned Petitioners collectively own one hundred percent (100%) of the assessed valuation of the real property located in the area proposed to be annexed.

WITNESS, the hand and seal of the Petitioners by their respective authorized signatories, on the _____ day of _____, 2022.

TURNPIKE FARM LIMITED PARTNERSHIP,
a Maryland limited partnership

By: _____ (SEAL)

Name:

Title:

8615 Pete Wiles Road
Middletown, MD 21769

PETITIONER

ENG-LAND ACRES LLC,
a Maryland limited liability company

By: _____ (SEAL)

Name:

Title:

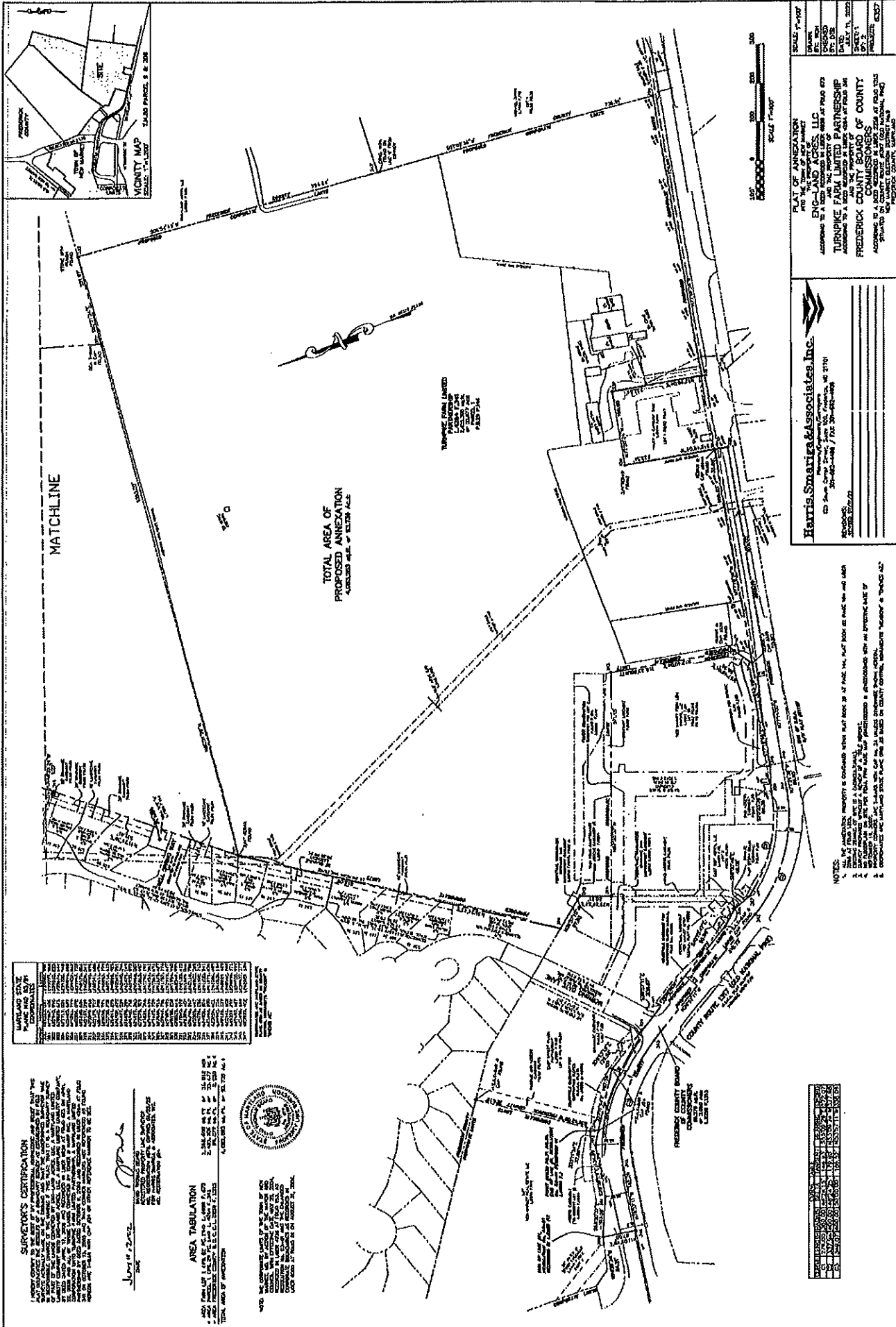
5620 Detrick Road
Mount Airy, Maryland 21771

PETITIONER

EXHIBIT A

[ANNEXATION PLAT AND METES/BOUNDS]

Exhibit A



PLAT BOOK	PAGE	DESCRIPTION
144	144	TURNPIKE FARM LIMITED PARTNERSHIP
145	145	TURNPIKE FARM LIMITED PARTNERSHIP
146	146	TURNPIKE FARM LIMITED PARTNERSHIP
147	147	TURNPIKE FARM LIMITED PARTNERSHIP
148	148	TURNPIKE FARM LIMITED PARTNERSHIP
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200	200	TURNPIKE FARM LIMITED PARTNERSHIP

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original survey and plat as the same appears in my office.

[Signature]
Surveyor

AREA TABULATION

AREA	AREA (AC.)	AREA (SQ. FT.)
TURNPIKE FARM LIMITED PARTNERSHIP	12.278	534,888
TOTAL	12.278	534,888

Harris Smariga & Associates, Inc.
3000 20th Avenue, Suite 200, Silver Spring, MD 20910
301-424-1100 / FAX 301-424-1101

PLAT OF ANNEXATION
PLAT 144, PLAT BOOK 88, PAGE 144
ENCLOSURE
ASSIGNED TO A SUBDIVISION IN PLAT 144, PLAT BOOK 88, PAGE 144
TURNPIKE FARM LIMITED PARTNERSHIP
ASSIGNED TO A SUBDIVISION IN PLAT 144, PLAT BOOK 88, PAGE 144
FREDERICK COUNTY BOARD OF COUNTY COMMISSIONERS
ASSIGNED TO A SUBDIVISION IN PLAT 144, PLAT BOOK 88, PAGE 144
PLAT 144, PLAT BOOK 88, PAGE 144
FREDERICK COUNTY, MARYLAND

NOTES:
1. THE ANNEXATION PROPERTY IS DESCRIBED BY THE PLAT BOOK IS IN PLAT 144, PLAT BOOK 88, PAGE 144 AND 145.
2. THE ANNEXATION PROPERTY IS A SUBDIVISION OF THE TURNPIKE FARM LIMITED PARTNERSHIP.
3. THE ANNEXATION PROPERTY IS A SUBDIVISION OF THE TURNPIKE FARM LIMITED PARTNERSHIP.
4. THE ANNEXATION PROPERTY IS A SUBDIVISION OF THE TURNPIKE FARM LIMITED PARTNERSHIP.
5. THE ANNEXATION PROPERTY IS A SUBDIVISION OF THE TURNPIKE FARM LIMITED PARTNERSHIP.

EXHIBIT A



125 S. CARROLL STREET
SUITE 100
FREDERICK
MARYLAND 21701

P. 301.662.4488
F. 301.662.4906
www.harris-smariga.com

July 11, 2022
HSA Job No. 6357
Page 1 of 6

**Description of Property to be Annexed
Into the Town of New Market, Maryland
Property of**

**Turnpike Farm Limited Partnership, Eng-Land Acres, LLC and Frederick County Board
of County Commissioners**

BEING all those pieces or parcels of land situated on Maryland Route #144, County Route #1317 Old National Pike, located adjacent to the Town of New Market, Frederick Election District No. 9, Frederick County, Maryland. Being all of the lands conveyed unto Turnpike Farm Limited Partnership, a Maryland Limited Partnership by deed dated October 9, 2003 and recorded among the Land Records of Frederick County, Maryland in Liber 4264 at Folio 341, part of the lands conveyed unto Eng-Land Acres, LLC, a Maryland limited liability company by deed dated April 17, 2008 and recorded among the aforesaid Land Records in Liber 6958 at Folio 673 and Part of Maryland Route 144 conveyed unto the Frederick County Board of County Commissioners by a Road Transfer Deed dated November 12, 1996 and recorded among the aforesaid Land Records in Liber 2258 at Folio 1315 and partially shown on S.H.A. Right of Way Plat #51197 filed or intended to be filed for record among the Maryland State Archives contained within a field boundary survey for annexation purposes completed by Harris Smariga & Associates, Inc., on June 7, 2021, and as shown on a plat entitled "Plat Of Annexation Into The Town Of New Market, The Property Of Eng-Land Acres, LLC According To A Deed Recorded In Liber 6958 At Folio 673 And The Property Of Turnpike Farm Limited Partnership According To A Deed Recorded In Liber 4264 At Folio 341 And The Property Of Frederick County Board Of County Commissioners According To A Deed Recorded In Liber 2258 At Folio 1315" prepared by Harris, Smariga & Associates, Inc. dated July 11, 2022 and being more particularly described in accordance with meridian reference to the Maryland Coordinate System as defined by the North American Datum of 1983, adjusted in 1991 (NAD 83/91), as established by Frederick County Control Monuments "Meadow" and "Chevez Az."

BEGINNING for the same at a point labeled #300 of the aforementioned Annexation Plat. Said point being at the end of line NO. 11 or the North 63° 50' 07" West, 103.58' line as described in a "Resolution NO. 03-01 Of The Town Of New Market To Enlarge The Corporate Boundaries Of The Town (Orchard At New market, LLC)" recorded among the said Land Records in Liber 6200 at Folio 001 on August 31, 2006. Said point also being located 87.00' right of a station 52+50 as shown on S.H.A. Plat No. 51197, Thence running with the existing Town of New Market Corporate Boundaries and the northern Right of Way Line of County Route #1317 (Old National Pike) as now surveyed the following three (3) courses and distances.

1. S. 63° 50' 37" E. 103.58' to a point labeled #301 on said Annexation Plat, thence



2. S. 78° 39' 09" E. 134.89' to a point labeled #302 on said Annexation Plat, thence
3. S. 55° 11' 54" E. 37.66' to point labeled #348, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, said point being the corner of Lot 5 on a plat entitled "Addition Plat, Addition of Seawright Corporation to Lot 5, Turnpike Farm" and recorded among the aforementioned Land Records in Plat Book 71 at Page 39. Said point also being the end of line #8 on the above mentioned Resolution, thence leaving said existing Corporate Boundary Limits, and running with the north Right of Way Line of County Route #1317, and with the outline of said Annexation Survey as now surveyed, the following seven (7) courses and distances
4. S. 55° 11' 54" E. 162.58' to point labeled #303, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, thence
5. S. 29° 13' 15" E. 125.56' to point labeled #304 on said Annexation Plat, thence
6. S. 28° 57' 11" E. 338.67' to point labeled #305, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, thence
7. S. 40° 15' 47" E. 50.99' to point labeled #306 on said Annexation Plat, thence
8. S. 18° 00' 45" E. 48.06' to point labeled #307 on said Annexation Plat, thence
9. 279.00' along the arc of a curve deflecting to the left, having a radius of 360.00', said arc being subtended by a chord bearing S. 55° 09' 29" E. 272.07' to point labeled #309 on said Annexation Plat, thence
10. S. 70° 23' 36" E. 69.36' to point labeled #310 on said Annexation Plat, said point also being located 31.59' left of a station 45+67 as shown on Maryland State Highway Administration Plat No. 51197, thence leaving said plat and running with the north Right of Way Line the following course and distance
11. S. 77° 19' 56" E. 263.98' to point labeled #311, Rebar & survey cap found and held labeled #339 on said Annexation Plat, thence leaving the above mentioned north Right of Way Line and running with the outlines of Lot 2R as shown on a plat of record labeled "Correction Plat Lots 2R, 3-5 & Outlot, Turnpike Farm" recorded among the aforementioned Land Records in Plat Book 70 at Page 164 as now surveyed the following three (3) courses and distances
12. N. 57° 40' 04" E. 56.56' to point labeled #312, Rebar & survey cap found and held labeled #339 on said Annexation Plat, thence
13. N. 12° 40' 04" E. 318.33' to point labeled #313 on said Annexation Plat, thence



14. N. 67° 30' 37" W. 571.15' to point labeled #314 on said Annexation Plat, thence leaving the outline of Lot 2R of the aforementioned Correction Plat and running with the outlines of the Out Lot the following two (2) courses and distances
15. N. 22° 29' 23" E. 80.61' to point labeled #315 on said Annexation Plat, thence
16. N. 36° 57' 10" W. 97.63' to point labeled #316 on said Annexation Plat, said point being on the East Property Line of the Meadow Subdivision, said point also being the Southwest corner of Parcel 2 at the beginning of the N. 37° 51' 26" E. 847.71' on a plat entitled "Turnpike Farm" recorded among the aforementioned Land Records in Plat Book 29 at Page 144, thence running with the said 847.71' line of Parcel 2, and the east Property Line of the Meadow Subdivision recorded in Plat Book 73, page 178, Plat Book 56, page 21, and a part of the east Property Line of the Meadow Subdivision recorded in Plat Book 59, page 84 as now surveyed the following course and distance
17. N. 35° 24' 43" E. 848.09' to point labeled #317, 3/4" Rebar found and held on said Annexation Plat, said point also being the Southwest corner of Farm Lot 1 on a Plat entitled "Farm Lot 1, Stone Oak Manor" recorded among the aforementioned Land Records in Plat Book 82 at Page 194, and following the outlines of Farm Lot 1, and continuing to run with a part of the east Property Line of the Meadow Subdivision as recorded in Plat Book 59, page 84, and also running with the east Property Line of the Meadow Subdivision recorded in Plat Book 68, page 134, the east Property Line of Frederick County Well Site "B" recorded in Liber 1504, folio 610, and the east Property Line of the Meadow Subdivision recorded in Plat Book 70, page 190, Plat Book 75, page 93, plat Book 73, page 123, and Plat Book 71, page 152, the following twelve (12) courses and distances
18. N. 41° 34' 36" E. 501.41' to point labeled #318 on said Annexation Plat, thence
19. N. 48° 25' 24" W. 1.27' to point labeled #319 on said Annexation Plat, thence
20. N. 41° 18' 20" E. 83.06' to point labeled #320 on said Annexation Plat, thence
21. N. 42° 59' 28" E. 50.00' to point labeled #321 on said Annexation Plat, thence
22. N. 42° 00' 48" E. 138.08' to point labeled #322 on said Annexation Plat, thence
23. N. 42° 57' 25" E. 193.26' to point labeled #323 on said Annexation Plat, thence
24. N. 43° 32' 49" E. 377.07' to point labeled #324 on said Annexation Plat, thence
25. N. 43° 43' 20" E. 167.44' to point labeled #325 on said Annexation Plat, thence
26. N. 42° 59' 28" E. 70.01' to point labeled #326 on said Annexation Plat, thence



27. N. 43° 36' 58" E. 249.84' to point labeled #327 on said Annexation Plat, thence
28. N. 42° 47' 41" E. 193.79' to point labeled #328 on said Annexation Plat, thence
29. N. 11° 55' 29" E. 171.97' to point labeled #329 on said Annexation Plat, thence
leaving the said Eastern Property Line of the Meadow Subdivision and still following the
outlines of the aforementioned Farm Lot 1 the following three (3) courses and distances
30. S. 71° 08' 03" E. 416.37' to point labeled #330 on said Annexation Plat, thence
31. S. 12° 22' 20" W. 1006.01' to point labeled #331, Gary Castle Associates T-Bar &
survey cap found and held on said Annexation Plat, thence
32. S. 18° 52' 46" W. 755.20' to point labeled #332, Gary Castle Associates T-Bar &
survey cap found and held on said Annexation Plat, said point intersecting the S. 80° 04'
17" E. 1584.84' line as shown on the North Property line of Parcel 1 on the
aforementioned plat entitled "Turnpike Farm" recorded among the said Land Records in
Plat Book 29 at Page 144, thence running with the said Parcel 1 as now surveyed the
following four (4) courses and distances
33. S. 82° 31' 34" E. 231.67' to point labeled #333, Stone With Punch Found on said
Annexation Plat, said point also being labeled "Planted Stone Found" on the
aforementioned Plat entitled "Turnpike Farm", thence
34. S. 06° 54' 43" W. 794.64' to point labeled #347, said point being 6' from a point
labeled Concrete Monument Found on said Annexation Plat thence passing on line and
over said Monument
35. S. 07° 02' 36" W. 736.91' to point labeled #335 on said Annexation Plat, said point
intersecting the north Right of Way Line of County Route #1317, and binding with the
said Right of Way Line as now surveyed
36. N. 77° 19' 56" W. 729.69' to point labeled #336 on said Annexation Plat, said point
also being the Southeast corner of Lot 1 labeled point #605 on a Plat entitled "Correction
Plat Lot 1, Section 1, Turnpike Farm" recorded among the aforementioned Land Records
in Plat Book 92 at Page 67, thence following the outlines of Lot 1 as now surveyed the
following three (3) courses and distances
37. N. 12° 40' 04" E. 232.54' to a point labeled #337 on said Annexation Plat, thence
38. N. 77° 20' 24" W. 190.05' to a point labeled #338, 3/4" Rebar found and held on said
Annexation Plat, thence

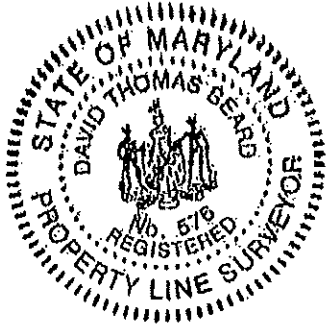


39. S. $12^{\circ} 40' 04''$ W. 265.51' to a point labeled #339 on said Annexation Plat, said point located 33' passed a Rebar and survey cap labeled #8644 Found on line and falling in the centerline of County Route #1317 and running with the centerline as now surveyed the following course and distance
40. N. $77^{\circ} 14' 00''$ W. 819.00' to a point labeled #340 on said Annexation Plat, said point also being located at baseline station 45+67 as shown on Maryland State Highway Administration Plat No. 51197 and running and binding with said baseline as now surveyed the following five (5) courses and distances
41. N. $77^{\circ} 21' 36''$ W. 68.85' to a point labeled #341 on said Annexation Plat, said point being located at the intersection of Former MD. Route 144 and Relocated Maryland Route 144, baseline station P.O.T 44+98.15 = P.C. 39+90.00 as shown on the aforementioned Maryland State Highway Administration Plat No. 51197, thence
42. 337.94' along the arc of a curve deflecting to the right, having a radius of 400.00', said arc being subtended by a chord bearing N. $53^{\circ} 09' 24''$ W. 327.98' to point labeled #342 on said Annexation Plat, thence
43. N. $28^{\circ} 57' 11''$ W. 410.73' to a point labeled #343 on said Annexation Plat, thence
44. 349.07' along the arc of a curve deflecting to the left, having a radius of 400.00', said arc being subtended by a chord bearing N. $53^{\circ} 57' 11''$ W. 338.09' to point labeled #345 on said Annexation Plat, thence
45. N. $78^{\circ} 57' 11''$ W. 162.26' to a point labeled #346 on said Annexation Plat, said point being located at baseline station 52+50 as shown on S.H.A Plat No. 51197, thence leaving said baseline
46. N. $11^{\circ} 02' 49''$ E. 87.00' to the place of first beginning.

The area contained by the foregoing amounts to 4,083,283 square feet or 93.739 acres of land more or less.



I hereby certify that the description shown hereon is correct and is in compliance with Maryland minimum standards of practice and is in compliance with the requirements stated in Comar Title 9 Subtitle 13 Chapter 6 Regulation 12; and that it is based on a field survey performed, under my direct supervision and responsible charge;



David Thomas Beard
Registered Property Line Surveyor
MD. Registration #576, expires 03/23/23
for Harris Smariga & Associates, Inc.
Md. Registration #24

RESOLUTION NO. 2022-_____

(ENGLAND WOODS ANNEXATION)

A RESOLUTION TO CHANGE THE BOUNDARIES OF THE TOWN OF NEW MARKET BY ANNEXING INTO THE CORPORATE LIMITS OF THE TOWN OF 93.739 ACRES OF REAL PROPERTY, MORE OR LESS, UPON THE PETITION OF TURNPIKE FARM LIMITED PARTNERSHIP AND ENG-LAND ACRES, LLC (“PETITIONERS”)

WHEREAS, the Petitioners, Turnpike Farm Limited Partnership and Eng-Land Acres, LLC, a Maryland Limited Liability Company, have petitioned to have certain property consisting of 93.739 acres of real property, more or less, (hereinafter referred to as “the Property”) annexed into and made a part of the Town of New Market, Maryland; and

WHEREAS, Ryan Trust Development, LLC (“Ryan”) and DR Acquisitions LLC, (“DR”) are the contract purchasers of the Property; (“Contract Purchasers”);

WHEREAS, England Woods, LLC, a Maryland Limited Liability Company is the Developer of the Property (“Developer”);

WHEREAS, the Property is depicted on a Plat entitled “Plat of Annexation into the Town of New Market, the property of Turnpike Farm Limited Partnership, the property of Eng-Land Acres, LLC, and the property of Frederick County”, a copy of which is attached to Petitioners’ Annexation Petition and also attached hereto and incorporated by reference herein as **Exhibit A** and is more fully described on a metes and bounds description attached hereto and incorporated by reference herein as **Exhibit B**; and

WHEREAS, it has been ascertained that the Petitioners are the owners of over 25% of the assessed valuation of the Property to be annexed and that there are no persons residing in the area to be annexed; and

WHEREAS, the Property is adjacent to and contiguous with the existing corporate limits of the Town and its annexation will not create any unincorporated area completely surrounded by land currently within the corporate limits of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of New Market as follows:

SECTION I: The boundaries of the Town of New Market are hereby enlarged by including within the corporate boundary of the Town all that real property consisting of 93.739 acres as depicted on a Plat attached hereto as **Exhibit A** and which is more fully described by metes and bounds in **Exhibit B**; and the description of the boundary of the Town in the Charter of the Town of New Market is amended to include the Property annexed in this Resolution.

SECTION II: Except as otherwise provided in this Resolution, the Property and any persons now or in the future residing thereon, if any, shall be subject to the provisions of the Charter and applicable laws, ordinances and regulations of the Town.

SECTION III: Upon annexation, the Property shall be zoned "Economic Development Flex" (EDF) and "Low Density Residential" (R-1), under the Land Development Ordinance of the Town, as follows: the portion of the Property designated EDF on the 2016 Planned Use Map (Map #11) of the New Market Master Plan shall be zoned EDF; and the portion of the Property designated LDR on the 2016 Planned Use Map (Map #11) of the New Market Master Plan be

zoned R-1; and the Town Zoning Map shall be amended accordingly. The Property shall be subject to the architectural review in accordance with the Land Development Ordinance of the Town.

SECTION IV: This annexation is subject to the following special provision regarding municipal taxation: For a period of four (4) years from the effective date of Annexation, municipal *ad valorem* real estate taxes applicable to the annexed property shall be assessed and taxed at fifty percent (50%) of the prevailing municipal *ad valorem* tax rate otherwise applicable to real property within the Town from time to time. Notwithstanding the foregoing, the preceding special provision shall cease to apply as to any lot, parcel or area depicted on any recorded subdivision or condominium plat which is improved by a one or more substantially completed dwellings, or which comprises a common area.

SECTION V: Upon the effective date of annexation, the Property shall be subject to the applicable provisions of an Annexation Agreement between the Town and the Petitioners, Contract Purchasers and Developer executed concurrently this Resolution.

SECTION VI: This Resolution shall become effective forty-five (45) days following the date of its enactment.

ENACTED this _____ day of _____, 2022 by the Mayor and Town Council of the Town of New Market.

ATTEST:

**MAYOR AND TOWN COUNCIL
TOWN OF NEW MARKET**

Town Clerk

Winslow F. Burhans, III, Mayor

Dennis Kimble, Council Member

Shannon Rossman, Council Member

Michael Wright, Council Member

Chris Weatherly, Council Member

Matthew Chance, Council Member

EXHIBITS A AND B ARE PART OF THIS RESOLUTION

**I HEREBY CERTIFY THAT A PUBLIC HEARING WAS HELD ON THIS
RESOLUTION NO. _____ ON THE _____ DAY OF _____, 2022.**

**I FURTHER CERTIFY THAT NOTICE OF THE TIME, DATE, PLACE AND PURPOSE
OF THE PUBLIC HEARING WAS PUBLISHED IN THE FREDERICK NEWS-POST
NEWSPAPER ON THE FOLLOWING DATES:**

_____, 2022

_____, 2022

_____, 2022

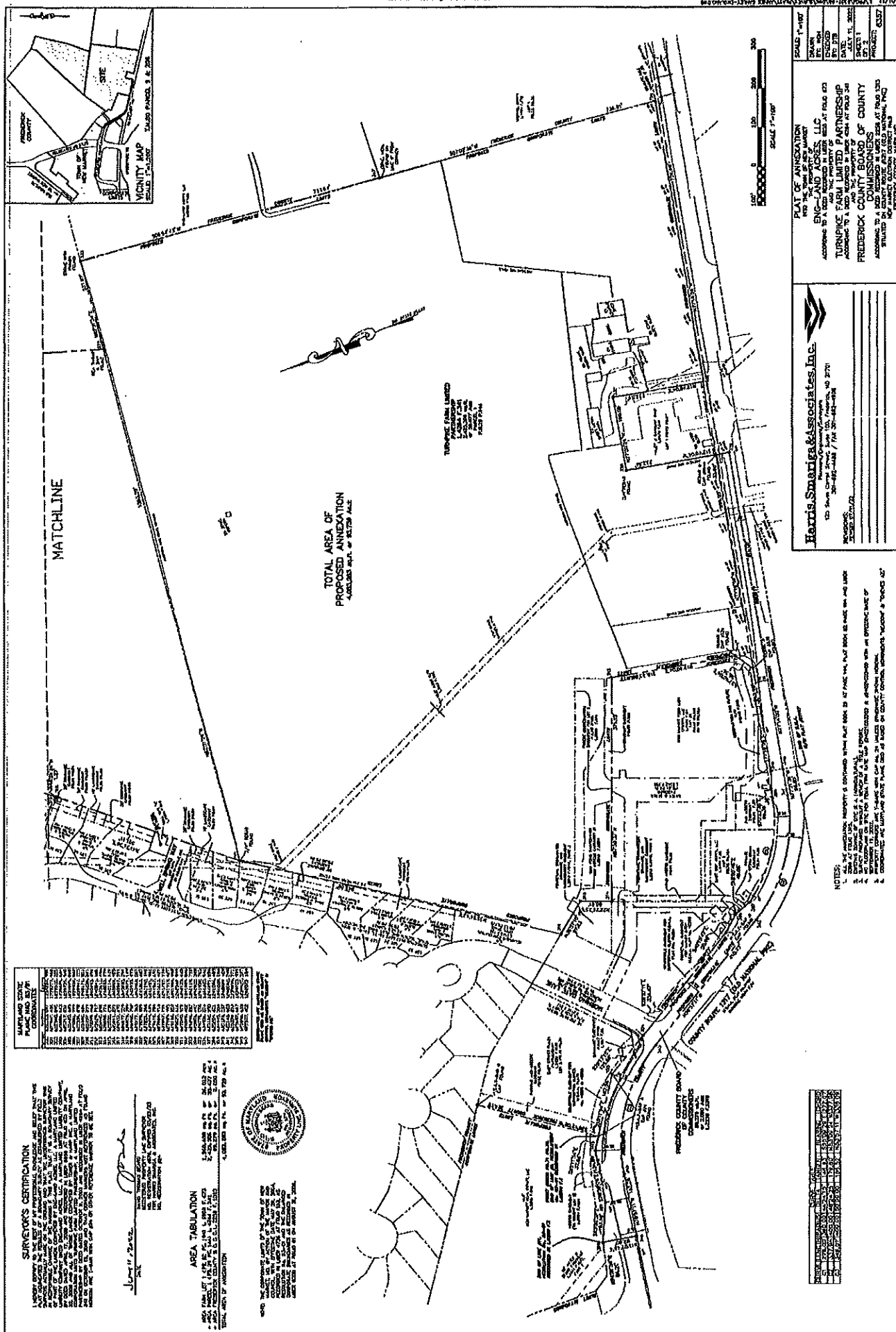
_____, 2022

**THE PUBLIC HEARING WAS HELD NOT LESS THAN FIFTEEN DAYS AFTER
THE LAST PUBLICATION OF NOTICE.**

Town Clerk

Date: _____, 2022

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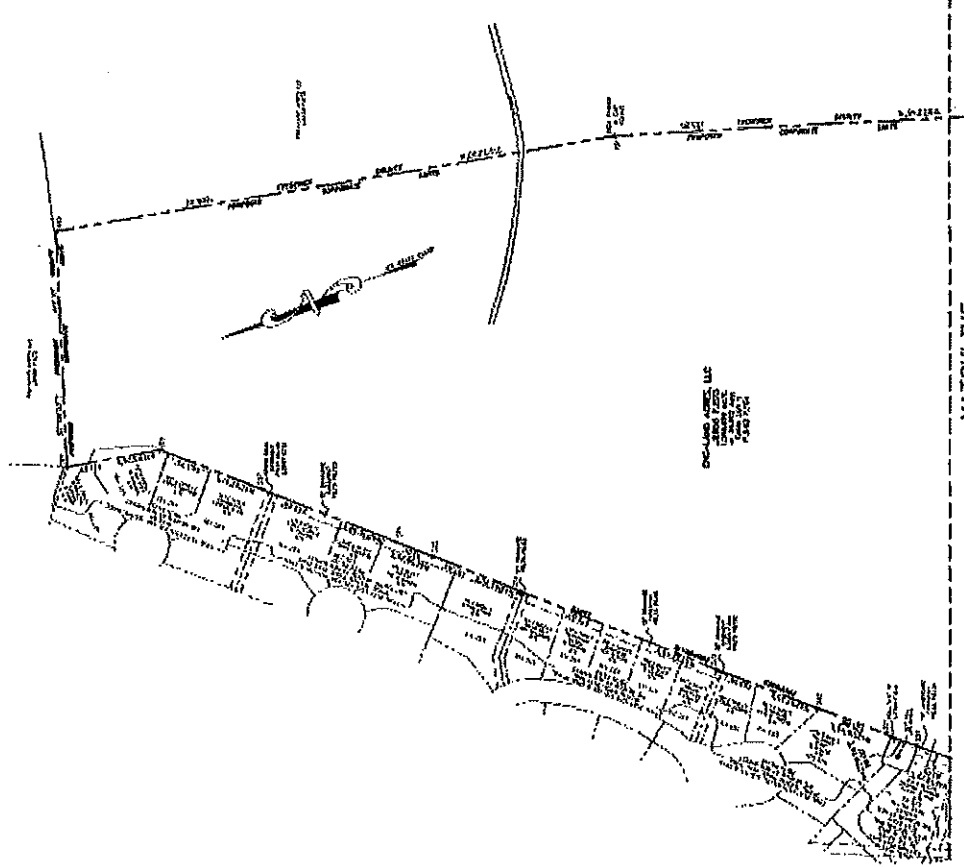


EXHIBIT B



125 S. CARROLL STREET
SUITE 100
FREDERICK
MARYLAND 21701

P. 301.662.4488
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July 11, 2022
HSA Job No. 6357
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**Turnpike Farm Limited Partnership, Eng-Land Acres, LLC and Frederick County Board
of County Commissioners**

BEING all those pieces or parcels of land situated on Maryland Route #144, County Route #1317 Old National Pike, located adjacent to the Town of New Market, Frederick Election District No. 9, Frederick County, Maryland. Being all of the lands conveyed unto Turnpike Farm Limited Partnership, a Maryland Limited Partnership by deed dated October 9, 2003 and recorded among the Land Records of Frederick County, Maryland in Liber 4264 at Folio 341, part of the lands conveyed unto Eng-Land Acres, LLC, a Maryland limited liability company by deed dated April 17, 2008 and recorded among the aforesaid Land Records in Liber 6958 at Folio 673 and Part of Maryland Route 144 conveyed unto the Frederick County Board of County Commissioners by a Road Transfer Deed dated November 12, 1996 and recorded among the aforesaid Land Records in Liber 2258 at Folio 1315 and partially shown on S.H.A. Right of Way Plat #51197 filed or intended to be filed for record among the Maryland State Archives contained within a field boundary survey for annexation purposes completed by Harris Smariga & Associates, Inc., on June 7, 2021, and as shown on a plat entitled "Plat Of Annexation Into The Town Of New Market, The Property Of Eng-Land Acres, LLC According To A Deed Recorded In Liber 6958 At Folio 673 And The Property Of Turnpike Farm Limited Partnership According To A Deed Recorded In Liber 4264 At Folio 341 And The Property Of Frederick County Board Of County Commissioners According To A Deed Recorded In Liber 2258 At Folio 1315" prepared by Harris, Smariga & Associates, Inc. dated July 11, 2022 and being more particularly described in accordance with meridian reference to the Maryland Coordinate System as defined by the North American Datum of 1983, adjusted in 1991 (NAD 83/91), as established by Frederick County Control Monuments "Meadow" and "Chevez Az."

BEGINNING for the same at a point labeled #300 of the aforementioned Annexation Plat. Said point being at the end of line NO. 11 or the North 63° 50' 07" West, 103.58' line as described in a "Resolution NO. 03-01 Of The Town Of New Market To Enlarge The Corporate Boundaries Of The Town (Orchard At New market, LLC)" recorded among the said Land Records in Liber 6200 at Folio 001 on August 31, 2006. Said point also being located 87.00' right of a station 52+50 as shown on S.H.A. Plat No. 51197, Thence running with the existing Town of New Market Corporate Boundaries and the northern Right of Way Line of County Route #1317 (Old National Pike) as now surveyed the following three (3) courses and distances.

1. S. 63° 50' 37" E. 103.58' to a point labeled #301 on said Annexation Plat, thence



2. S. 78° 39' 09" E. 134.89' to a point labeled #302 on said Annexation Plat, thence
3. S. 55° 11' 54" E. 37.66' to point labeled #348, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, said point being the corner of Lot 5 on a plat entitled "Addition Plat, Addition of Seawright Corporation to Lot 5, Turnpike Farm" and recorded among the aforementioned Land Records in Plat Book 71 at Page 39. Said point also being the end of line #8 on the above mentioned Resolution, thence leaving said existing Corporate Boundary Limits, and running with the north Right of Way Line of County Route #1317, and with the outline of said Annexation Survey as now surveyed, the following seven (7) courses and distances
4. S. 55° 11' 54" E. 162.58' to point labeled #303, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, thence
5. S. 29° 13' 15" E. 125.56' to point labeled #304 on said Annexation Plat, thence
6. S. 28° 57' 11" E. 338.67' to point labeled #305, T-bar & survey cap found and held labeled HSA #24 on said Annexation Plat, thence
7. S. 40° 15' 47" E. 50.99' to point labeled #306 on said Annexation Plat, thence
8. S. 18° 00' 45" E. 48.06' to point labeled #307 on said Annexation Plat, thence
9. 279.00' along the arc of a curve deflecting to the left, having a radius of 360.00', said arc being subtended by a chord bearing S. 55° 09' 29" E. 272.07' to point labeled #309 on said Annexation Plat, thence
10. S. 70° 23' 36" E. 69.36' to point labeled #310 on said Annexation Plat, said point also being located 31.59' left of a station 45+67 as shown on Maryland State Highway Administration Plat No. 51197, thence leaving said plat and running with the north Right of Way Line the following course and distance
11. S. 77° 19' 56" E. 263.98' to point labeled #311, Rebar & survey cap found and held labeled #339 on said Annexation Plat, thence leaving the above mentioned north Right of Way Line and running with the outlines of Lot 2R as shown on a plat of record labeled "Correction Plat Lots 2R, 3-5 & Outlot, Turnpike Farm" recorded among the aforementioned Land Records in Plat Book 70 at Page 164 as now surveyed the following three (3) courses and distances
12. N. 57° 40' 04" E. 56.56' to point labeled #312, Rebar & survey cap found and held labeled #339 on said Annexation Plat, thence
13. N. 12° 40' 04" E. 318.33' to point labeled #313 on said Annexation Plat, thence



14. N. 67° 30' 37" W. 571.15' to point labeled #314 on said Annexation Plat, thence leaving the outline of Lot 2R of the aforementioned Correction Plat and running with the outlines of the Out Lot the following two (2) courses and distances
15. N. 22° 29' 23" E. 80.61' to point labeled #315 on said Annexation Plat, thence
16. N. 36° 57' 10" W. 97.63' to point labeled #316 on said Annexation Plat, said point being on the East Property Line of the Meadow Subdivision, said point also being the Southwest corner of Parcel 2 at the beginning of the N. 37° 51' 26" E. 847.71' on a plat entitled "Turnpike Farm" recorded among the aforementioned Land Records in Plat Book 29 at Page 144, thence running with the said 847.71' line of Parcel 2, and the east Property Line of the Meadow Subdivision recorded in Plat Book 73, page 178, Plat Book 56, page 21, and a part of the east Property Line of the Meadow Subdivision recorded in Plat Book 59, page 84 as now surveyed the following course and distance
17. N. 35° 24' 43" E. 848.09' to point labeled #317, 3/4" Rebar found and held on said Annexation Plat, said point also being the Southwest corner of Farm Lot 1 on a Plat entitled "Farm Lot 1, Stone Oak Manor" recorded among the aforementioned Land Records in Plat Book 82 at Page 194, and following the outlines of Farm Lot 1, and continuing to run with a part of the east Property Line of the Meadow Subdivision as recorded in Plat Book 59, page 84, and also running with the east Property Line of the Meadow Subdivision recorded in Plat Book 68, page 134, the east Property Line of Frederick County Well Site "B" recorded in Liber 1504, folio 610, and the east Property Line of the Meadow Subdivision recorded in Plat Book 70, page 190, Plat Book 75, page 93, plat Book 73, page 123, and Plat Book 71, page 152, the following twelve (12) courses and distances
18. N. 41° 34' 36" E. 501.41' to point labeled #318 on said Annexation Plat, thence
19. N. 48° 25' 24" W. 1.27' to point labeled #319 on said Annexation Plat, thence
20. N. 41° 18' 20" E. 83.06' to point labeled #320 on said Annexation Plat, thence
21. N. 42° 59' 28" E. 50.00' to point labeled #321 on said Annexation Plat, thence
22. N. 42° 00' 48" E. 138.08' to point labeled #322 on said Annexation Plat, thence
23. N. 42° 57' 25" E. 193.26' to point labeled #323 on said Annexation Plat, thence
24. N. 43° 32' 49" E. 377.07' to point labeled #324 on said Annexation Plat, thence
25. N. 43° 43' 20" E. 167.44' to point labeled #325 on said Annexation Plat, thence
26. N. 42° 59' 28" E. 70.01' to point labeled #326 on said Annexation Plat, thence



27. N. 43° 36' 58" E. 249.84' to point labeled #327 on said Annexation Plat, thence
28. N. 42° 47' 41" E. 193.79' to point labeled #328 on said Annexation Plat, thence
29. N. 11° 55' 29" E. 171.97' to point labeled #329 on said Annexation Plat, thence
leaving the said Eastern Property Line of the Meadow Subdivision and still following the
outlines of the aforementioned Farm Lot 1 the following three (3) courses and distances
30. S. 71° 08' 03" E. 416.37' to point labeled #330 on said Annexation Plat, thence
31. S. 12° 22' 20" W. 1006.01' to point labeled #331, Gary Castle Associates T-Bar &
survey cap found and held on said Annexation Plat, thence
32. S. 18° 52' 46" W. 755.20' to point labeled #332, Gary Castle Associates T-Bar &
survey cap found and held on said Annexation Plat, said point intersecting the S. 80° 04'
17" E. 1584.84' line as shown on the North Property line of Parcel 1 on the
aforementioned plat entitled "Turnpike Farm" recorded among the said Land Records in
Plat Book 29 at Page 144, thence running with the said Parcel 1 as now surveyed the
following four (4) courses and distances
33. S. 82° 31' 34" E. 231.67' to point labeled #333, Stone With Punch Found on said
Annexation Plat, said point also being labeled "Planted Stone Found" on the
aforementioned Plat entitled "Turnpike Farm", thence
34. S. 06° 54' 43" W. 794.64' to point labeled #347, said point being 6' from a point
labeled Concrete Monument Found on said Annexation Plat thence passing on line and
over said Monument
35. S. 07° 02' 36" W. 736.91' to point labeled #335 on said Annexation Plat, said point
intersecting the north Right of Way Line of County Route #1317, and binding with the
said Right of Way Line as now surveyed
36. N. 77° 19' 56" W. 729.69' to point labeled #336 on said Annexation Plat, said point
also being the Southeast corner of Lot 1 labeled point #605 on a Plat entitled "Correction
Plat Lot 1, Section 1, Turnpike Farm" recorded among the aforementioned Land Records
in Plat Book 92 at Page 67, thence following the outlines of Lot 1 as now surveyed the
following three (3) courses and distances
37. N. 12° 40' 04" E. 232.54' to a point labeled #337 on said Annexation Plat, thence
38. N. 77° 20' 24" W. 190.05' to a point labeled #338, 3/4" Rebar found and held on said
Annexation Plat, thence

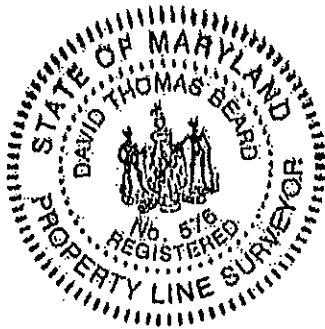


39. S. $12^{\circ} 40' 04''$ W. 265.51' to a point labeled #339 on said Annexation Plat, said point located 33' passed a Rebar and survey cap labeled #8644 Found on line and falling in the centerline of County Route #1317 and running with the centerline as now surveyed the following course and distance
40. N. $77^{\circ} 14' 00''$ W. 819.00' to a point labeled #340 on said Annexation Plat, said point also being located at baseline station 45+67 as shown on Maryland State Highway Administration Plat No. 51197 and running and binding with said baseline as now surveyed the following five (5) courses and distances
41. N. $77^{\circ} 21' 36''$ W. 68.85' to a point labeled #341 on said Annexation Plat, said point being located at the intersection of Former MD. Route 144 and Relocated Maryland Route 144, baseline station P.O.T 44+98.15 = P.C. 39+90.00 as shown on the aforementioned Maryland State Highway Administration Plat No. 51197, thence
42. 337.94' along the arc of a curve deflecting to the right, having a radius of 400.00', said arc being subtended by a chord bearing N. $53^{\circ} 09' 24''$ W. 327.98' to point labeled #342 on said Annexation Plat, thence
43. N. $28^{\circ} 57' 11''$ W. 410.73' to a point labeled #343 on said Annexation Plat, thence
44. 349.07' along the arc of a curve deflecting to the left, having a radius of 400.00', said arc being subtended by a chord bearing N. $53^{\circ} 57' 11''$ W. 338.09' to point labeled #345 on said Annexation Plat, thence
45. N. $78^{\circ} 57' 11''$ W. 162.26' to a point labeled #346 on said Annexation Plat, said point being located at baseline station 52+50 as shown on S.H.A Plat No. 51197, thence leaving said baseline
46. N. $11^{\circ} 02' 49''$ E. 87.00' to the place of first beginning.

The area contained by the foregoing amounts to 4,083,283 square feet or 93.739 acres of land more or less.



I hereby certify that the description shown hereon is correct and is in compliance with Maryland minimum standards of practice and is in compliance with the requirements stated in Comar Title 9 Subtitle 13 Chapter 6 Regulation 12; and that it is based on a field survey performed, under my direct supervision and responsible charge;



David Thomas Beard
Registered Property Line Surveyor
MD. Registration #576, expires 03/23/23
for Harris Smariga & Associates, Inc.
Md. Registration #24

ANNEXATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between The Town of New Market, a municipal corporation, (the "Town"), and Ryan Trust Development, LLC ("Ryan") and DR Acquisitions LLC, ("DR") ("Contract Purchasers")(-, England Woods, LLC ("Developer"), Turnpike Farm Limited Partnership ("Turnpike") and Eng-Land Acres, LLC, ("Eng-Land" and together with Turnpike, the "Owner" or "Owners") (Collectively herein, Turnpike and Eng-Land are referred to as the "Petitioners.").

RECITALS :

WHEREAS, the Petitioners desire to annex certain property of the Owner adjacent to the Town as described in Annexation Resolution No. 2022-____ introduced on _____, 2022 (the "Annexation Resolution", attached hereto and incorporated herein), comprising 93.739 acres, more or less, (the "Property"); and

WHEREAS, Petitioners petitioned for annexation, and the Petitioners and Town have discussed and agreed upon particular matters related to the annexation including, but not limited to, contributions for road improvements and road maintenance;

WHEREAS the parties have agreed to establish limitations on the use and density of the Property in accordance with Md. Code Ann., Land Use Article, § 4-103; and

WHEREAS, the parties desire to memorialize their understanding in this Agreement;

NOW THEREFORE, the parties, intending to be legally bound, under seal, agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein and made part of this Agreement by reference.

2. Effective Date. The effective date of this Agreement shall be the effective date of annexation of the Property.

3. Uses and Densities. In accordance with §4-103(b) of the Land Use Article of the Annotated Code of Maryland, the parties agree that the uses of the Property, upon and after the effective date of the Annexation Resolution, shall be limited to those uses and densities

which may be permitted in enacting a Planned Development District ("PDD") floating zone which the parties at this time anticipate could include approximately but in no event exceeding the lesser of 6 dwelling units per gross acre or 550 dwelling units, (in general accordance with the attached land use plan (Exhibit A) with respect to product types and unit mix), subject to reasonable conditions as may be established in this Annexation Agreement and further subject to compliance with the applicable requirements set forth in the Land Development Ordinance of the Town in effect as of the Effective Date of this Agreement, together with such conditions of approval as may be established by the Planning Commission of the Town in PDD, subdivision and site plan proceedings. The parties acknowledge that the limitation on density of development to 550 dwelling units (in general accordance with the attached land use plan (Exhibit A) with respect to product types and unit mix) is a material term of this Agreement.

4. Architectural Review. Petitioners and Developer acknowledge that the Property is subject to the provisions of Article IV, §14.2 of the Land Development Ordinance of the Town relating to architectural review. Petitioners and Developer will comply with all regulations set forth by the Architectural Review Commission.

5. Zoning. On the Effective Date, the Property shall be zoned as follows: (a) the portion of the Property designated EDF on the 2016 Planned Use Map (Map #11) of the Master Plan shall be and hereby is zoned by the Town, simultaneously at the time of annexation, to the EDF, Economic Development Flex zoning classification; and (b) the portion of the Property designated LDR on the 2016 Planned Use Map (Map #11) of the Master Plan shall be zoned by the Town, simultaneously at the time of annexation, to the R-1, Low Density Residential zoning classification.

As discussed above, Petitioners or Contract Purchasers, their successors or assigns, intend to request the establishment of a PDD on the Property and a density of 550 dwelling units (in general accordance with the attached land use plan (Exhibit A) with respect to product types and unit mix). In accordance with Md. Ann. Code, Land Use Article §4-103, the parties agree that the uses of land which shall be permitted with respect to the Property are restricted by this Agreement to the establishment of a PDD floating zone and the residential uses permitted thereunder, once approved, and that the density and other

characteristics of such development shall be subject to the final approval of the Planning Commission and the Mayor and Town Council of the Town.

6. Age-Restricted Community; Road Contributions. Contract Purchasers and Developer, and their successors and assigns, agree that any residential component of the Property shall be for age-restricted (> 55 years old) dwellings only. Contract Purchasers and Developer, and their successors and assigns, further agree that there will be an affordable housing component (which may include, but not be limited to, residential product types eligible for low income housing tax credit financing) that will represent a minimum of twelve and one half percent (12.5%) of the total non-affordable dwelling units ultimately approved for construction on the property ("Affordable Housing Component"). In order to fulfill this affordable housing component, Developer intends to construct the aforesaid affordable housing utilizing Maryland CDA tax credits. Developer, in order to avail itself to the Maryland CDA Tax Credits, may be required to adhere to certain underwriting conditions imposed by the State of Maryland, which may include, but not be limited to, the removal of age restrictions on up to thirty percent (30%) of the total number of affordable housing units constructed. In such an event, Contract Purchaser and Developer, and their successors and assigns, represent that they will address any changes to traffic and school contributions at the time of Developer's site plan request relating to affordable housing. Without amending this Agreement, the Town may grant consent for the removal of age restrictions on up to thirty percent (30%) of the total number of affordable housing units constructed in furtherance of the purposes and objectives of this Agreement., which consent shall not be unreasonably withheld.

Developer and Contract Purchaser, their successors and assigns, make said commitments based upon, and in reliance upon, its understanding that the Town zoning and PDD development technique will permit: (a) affordable senior housing multi-family dwelling units; (b) age-restricted villa-style dwelling units; and (c) single-family dwelling unit product types typical of age-restricted housing (with setbacks and other design standards to be set and refined at the preliminary plan stage of development, subject to all required review and approval by the Town and the Planning Commission). Developer, Owner and Contract Purchaser, and their successors and assigns agree that the restrictions established in this paragraph shall be stated in the deeds conveying all or a portion of the

Property to which the restrictions are applicable, in form satisfactory to and approved by the Town.

Developer has submitted, and Town has reviewed the Developer's Traffic Impact Study revised February 11, 2022 (the "TIS"). Contract Purchasers and Developer, their successors and assigns, jointly and severally agree, in accordance with the TIS, to make the contributions based upon the findings in the TIS to the Town in accordance with the schedule attached hereto as Schedule 1, and in accordance with the payment due dates established in Schedule 1, when the event or occurrence is final and unappealable and beyond any applicable referendum period. The funds so contributed may be used and applied without limitation in the discretion of the Town in furtherance of municipal projects, which projects may include, but are not limited to, intersection improvements in the vicinity of the Property to address traffic patterns, movements and safety. Contract Purchasers and Developer, their successors and assigns, acknowledge and agree that, should the CDA tax credits require the construction of non-age-restricted housing which necessitates additional trips than those set forth in the TIS, Contract Purchasers and Developer, their successors and assigns may be required by the Town to increase the financial contributions set forth in Schedule 1 by an amount determined in good faith by the town to be necessary to accommodate the additional trips so generated.

7. Wellspring Way/Pedestrian Access to The Meadow at Woodspring. At the appropriate stage of plan review and approval, as determined by the Town, Developer agrees to evaluate utilization of traffic calming measures at the Property connection to Well Spring Way. The Town may direct such evaluations and determine what, if any, measures are required as part of the development improvements. Such determinations shall occur at the appropriate stage of development, as determined by the Town, and if any installations are required, such improvements shall also occur at the appropriate stage of development, as determined by the Town, consistent with typical Town review and approval of development plans and permits.

Contract Purchasers and Developer, their successors and assigns further agree to use their best efforts, to the extent reasonably feasible, to establish a sidewalk or pathway connection between the proposed development and the adjacent community of The Meadow at New Market in a manner and at such time during construction as may be

required by the Planning Commission of the Town. It is anticipated that said connection would be to existing Morning Gate Lane and may require that easements within The Meadow community be obtained to construct the connection. The connection shall be in compliance with Town ordinances, regulations and determinations of the Planning Commission. The costs associated with the approval and installation of the connection shall be the sole responsibility of the Contract Purchasers and Developer, their successors and assigns.

8. Water and Sewer Utilities. Petitioners, Contract Purchasers and Developer, for themselves and their successors and assigns, acknowledge that the Town is not directly engaged in the provision of public water or sewer service. The Town has entered into a Water Service Area Agreement, as amended from time to time, with Frederick County, Maryland. The Town has consented to the provision of public water and sewer service within New Market by Frederick County, Maryland. The Town agrees to make good faith efforts on behalf of itself, Owner and/or Developer in seeking to obtain such services, with such efforts to include, but not be limited to, submitting applications on behalf of the Developer for amendments to the Frederick County Water and Sewerage Plan as reasonably requested by the Developer, at the sole cost and expense of Contract Purchasers and Developer, their successors and assigns.

In accordance with and subject to Frederick County, Maryland and Town ordinances, policies and regulations governing the allocation of public water, the Town will facilitate the allocation of water taps to the Property at the time the extensions are completed and inspected by the Town, subject to the use and density limitations established in this Agreement, as may be requested by the Developer. Notwithstanding any other provision of this Agreement, allocation of water taps to the Property shall be in accordance with Frederick County, Maryland and Town laws, rules and regulations, as may be hereafter amended, in effect at the time such taps are allocated and reserved. All water tap fees will be paid to Frederick County, Maryland by the Contract Purchasers or Developer, their successors or assigns. All water engineering plans will be submitted to Frederick County, Maryland for review and approval. All sewer tap fees will be paid to Frederick County, Maryland by the Contract Purchasers, Developer, or their successors and assigns requesting same. All sewer engineering plans will be submitted to Frederick County,

Maryland for review and approval. To the extent water and/or sewer service to the Property is to be provided in conjunction with Frederick County, Maryland, the Town shall cooperate and make reasonable efforts to facilitate such extensions and to allow for the use of its roadways, rights of way and other lands for the extension of lines, so as not to unreasonably impede development of the Property. Notwithstanding the foregoing, the Town shall not be required to expend any funds in furtherance of the extension or provision of utilities to serve the development.

9. Town Taxes: For a period of four (4) years from the effective date of Annexation, municipal *ad valorem* real estate taxes applicable to the annexed property shall be assessed and taxed at fifty percent (50%) of the prevailing municipal *ad valorem* tax rate otherwise applicable to real property within the Town from time to time. Notwithstanding the foregoing, the preceding special provision shall cease to apply as to any lot, parcel or area depicted on any recorded subdivision or condominium plat which is improved by a one or more substantially completed dwellings, or which comprises a common area. This tax rate reduction shall cease to apply in the event the development of the Property is abandoned.

10. Developer's Consent. In the event of any change to the Annexation Resolution to be introduced in response to the Petition prior to the Effective Date without the Developer's written consent, any consent of the Developer previously provided to the Annexation Resolution shall, if elected by the Developer in writing and given to the Town, be conclusively deemed withdrawn, and this Agreement shall be void and of no further force and effect.

11. Attorney's Fees, Expenses. In confirmation and furtherance of the previous agreement with the Town, Contract Purchasers and Developer, their successors and assigns, jointly and severally agree to pay or reimburse the Town for its reasonable attorney's fees, court costs, litigation expenses, expert witness fees, planning consultant fees and engineering fees, in full (collectively "Town Expenses"), within sixty (60) days following written request or demand. The Town Expenses include, but are not limited to acts in furtherance of the Annexation, this Agreement, and any litigation relating to the annexation or development of the Property, by or against the Town, in which the Town, its elected and appointed officials, employees, boards, commissions or representatives is or are made a party. Failure to comply with this provision shall constitute a default in this

Agreement, excusing the Town from its entire obligation to perform or continue to perform its obligations under this Agreement, and entitling the Town to all rights and remedies, at law or in equity with respect to any such breach.

12. Miscellaneous. In accordance with Md. Ann. Code, Land Use Article, §7-301 *et seq.*, if requested by petition of the Owner or Developer, and subject to payment of applicable fees and considerations, consideration of the recommendation of the Planning Commission of the Town, and principles and limitations of applicable law and rights of judicial review, upon annexation of the Property, the Town will consider in good faith the execution a development rights and responsibilities agreement in form and content satisfactory to the Town vesting rights in the zoning classifications set forth in the Annexation Resolution as of the time of execution of the development rights and responsibilities agreement for a period of not less than five (5) years, subject to the limitations on use and density of development set forth in this Agreement. With respect to any issue or controversy arising under this Agreement, Petitioners irrevocably consent to jurisdiction and venue in the Courts of Maryland sitting in Frederick County having subject matter jurisdiction, with respect to any issue arising under this Agreement, which shall constitute the exclusive initial judicial forum as to any such issue or issues. The parties waive the right of trial by jury with respect to this Agreement. In order to preclude any application of the Rule Against Perpetuities, the parties agree that this contract shall expire, unless otherwise previously terminated, on the last day of the maximum time period legally permitted by the Rule Against Perpetuities in the State of Maryland. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, for any reason, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those in which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the extent permitted by law. No rule of interpretation shall apply with respect to the party drafting of this Agreement in any judicial construction of this Agreement. This Agreement may be recorded in the office of the Clerk of the Circuit Court for Frederick County, Maryland. This Agreement shall survive the execution and delivery of any contemplated dedication document and shall not be merged therein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their

respective successors and permitted assigns. No amendment or modification of this Agreement shall be effective unless in writing and signed by the parties or their successors or permitted assigns. This Agreement may not be assigned without the prior express written consent of the Town. No partnership or joint venture is intended to be created by this Agreement. There are no intended third-party beneficiaries to this Agreement.

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

WITNESS/ATTEST:

TURNPIKE FARM LIMITED PARTNERSHIP,
a Maryland limited partnership

By: _____ (SEAL)

Name:

Title:

8615 Pete Wiles Road
Middletown, MD 21769

OWNER

WITNESS/ATTEST:

ENG-LAND ACRES LLC,
a Maryland limited liability company

By: _____ (SEAL)

Name:

Title:

5620 Detrick Road
Mount Airy, Maryland 21771

OWNER

WITNESS/ATTEST:

RYAN TRUST DEVELOPMENT LLC,
a Maryland limited liability company

By: _____ (SEAL)

Name:

Title:

5310 Spectrum Drive, Suite C
Frederick, Maryland 21703

CONTRACT PURCHASER

DR ACQUISITIONS, LLC,
a Maryland limited liability company

By: _____(SEAL)

Name:

Title:

64 Thomas Johnson Drive, Suite 110
Frederick, Maryland 21702

CONTRACT PURCHASER

WITNESS/ATTEST:

ENGLAND WOODS, LLC

By: _____(SEAL)

Name:

Title:

DEVELOPER

THE TOWN OF NEW MARKET

By: _____(SEAL)

Town Clerk

Winslow F. Burhans, III, Mayor

_____(SEAL)

Dennis Kimble, Council Member

_____(SEAL)
Shannon "Shane" Rossman, Council Member

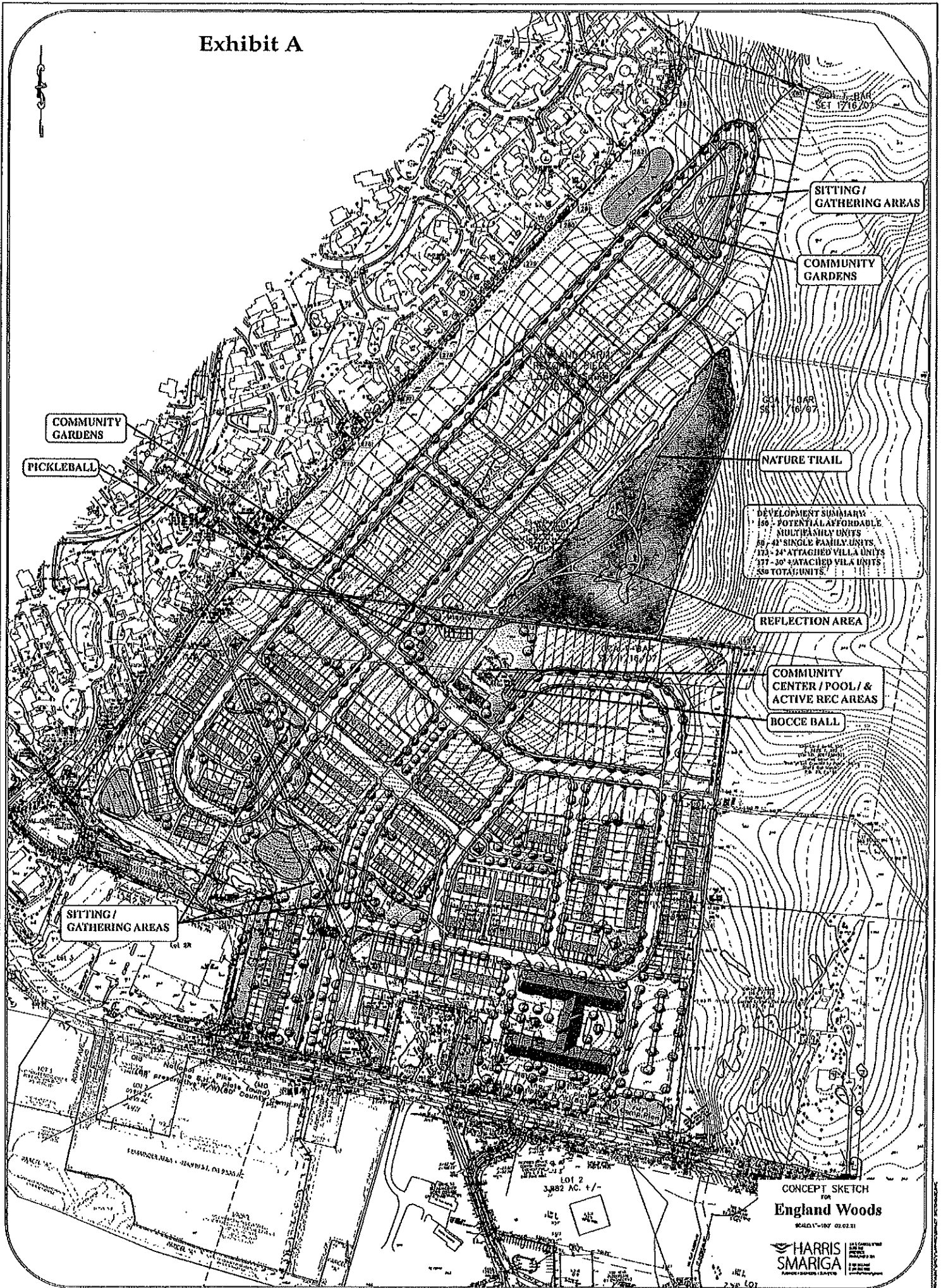
_____(SEAL)
Michael Wright, Council Member

_____(SEAL)
Chris Weatherly, Council Member

_____(SEAL)
Matthew Chance, Council Member

EXHIBIT A AND SCHEDULE 1 ARE PART OF THIS AGREEMENT

Exhibit A



Schedule 1 - England Woods Contributions

Contributions A - Road Improvements	Estimated Amount	% Impact	England Woods Contribution	Date Due
1A - SB MD 75 tp WB I-70 Slip Ramp	\$ 226,450.00	17.52%	\$39,674.04	1st Final Plat Recordation
1B - Interchange Contribution	\$ 100,000.00	17.52%	\$17,520.00	1st Final Plat Recordation
2A - WB LTL MD 144 to MD 75	\$ 226,450.00	17.52%	\$39,674.04	1st Final Plat Recordation
3A - EB Thru Lane MD 144	\$ 226,450.00	17.52%	\$39,674.04	1st Final Plat Recordation
3B - Divergent Diamond	\$ 4,340,000.00	17.52%	\$760,368.00	1st Final Plat Recordation
3C - MD 75 - Four Lanes	\$ 3,590,000.00	3.01%	\$108,059.00	1st Final Plat Recordation
Town Contribution	\$ 600,000.00	100.00%	\$600,000.00	*See below.
Conditions B - Escrows	\$ 75,434.00	17.52%	\$13,216.04	
TOTALS			\$1,618,185.16	
		Units	550	
		Cost/Units	\$2,942.15	

*The Payment of the \$600,000 shall not be due to the Town until the Annexation is effective, and the PDD rezoning has been obtained by the Developer and all referendum and appeal periods have expired.