

CHARTER RESOLUTION NO. 136-23

A RESOLUTION OF THE BOARD OF TOWN COMMISSIONERS TO EXTEND THE CORPORATE BOUNDARIES AND TO DESIGNATE THE ZONING CLASSIFICATION OF THE LAND BEING ANNEXED

A Resolution of the Board of Town Commissioners, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Section 4-401 of the Local Government Article of the Annotated Code of Maryland, entitled "MUNICIPALITIES", subtitled "Annexation", to enlarge the corporate boundaries of the Town of Bel Air by amending the description of the corporate boundaries and the official survey map of the Town Boundary, as described in Article II, "CORPORATE BOUNDARIES" of the Charter of the Town of Bel Air, to annex the following area, contiguous to and adjoining the present corporate boundary of the Town of Bel Air, being a total of 2.6718 acres of land, owned by 304 Tollgate Road LLC, 308 Tollgate Road LLC, 310 Tollgate Road LLC and KRG Bel Air Square LLC located along S. Tollgate Road, Third Election District, Harford County, Maryland, which is graphically shown on Exhibit A attached hereto, and which is particularly and separately described as follows:

Parcels A, B & C – 2.5638 Acre Parcel of Land for the Annexation of Land into the Town of Bel Air, Maryland, located at 304-310 South Tollgate Road, Third Election District, Harford County, Maryland.

BEGINNING for the same at a railroad spike heretofore set on the southwesterly side of South Tollgate Road at the division line between that tract or parcel of land conveyed by Leah B. Ewell, Personal Representative of the Estate of William C. Adkins, Jr. to Leah B. Ewell by a deed dated September 10, 2012 as recorded among the land records of Harford County in Liber JJR 9883, folio 001 and that tract or parcel of land conveyed by Carolynn F. Bredehoeft and Dianne E. Rose, Co-Personal Representatives of the Estate of Doris V. Chenoweth to 310 Tollgate Road, LLC by a deed dated October 27, 2000 as recorded among the land records of Harford County in Liber CGH 3374, folio 115. Said point of beginning lies South 22°21'21" East 556.77 feet from a concrete monument heretofore set at the end of the tenth or North 47°01'10" East 491.30 feet course of that tract or parcel of land annexed into the Town of Bel Air, Maryland by a Resolution of the Board of Town Commissioners No. 46 enacted on October 13, 1975 and effective May 11, 1976. Said point of beginning also bears coordinates, referenced to the Maryland Coordinate System (NAD83/2011) of North 676535.8430 and East 1494259.2000. Thence from the point of beginning, leaving Tollgate Road and binding on the said aforesaid division line, as now surveyed;

1) South 36°37'31" West, 299.82 feet to a pipe in concrete heretofore set to intersect the northeasterly right of way line of Silver Spring Drive, a forty-foot wide right of way heretofore laid out and shown as Maryland Avenue on the plat entitled "Silver Spring Heights" as recorded among the land records of Harford County in Plat Book SWC 2, folio 23. Thence, binding thereon as subsequently shown on a plat entitled "Silver Spring Heights" as recorded among the land records of Harford County in Public Roads of Harford County Plat Book GRG 2, folio 31 and as declared to be a County Road by Edward T. Pugh, Robert L. Hicks, et al by a deed dated August 12, 1960 as recorded among the land records of Harford County in Liber GRG 566, folio 127,

2) North 53°12'28" West, passing by a pipe heretofore set 0.56 feet northeast of this line at 76.88 feet and passing by a bent rebar heretofore set 0.52 feet northeast of this line at 252.17 feet and continuing, for a total distance of 372.17 feet to intersect the southeasterly outline of a road improvement right of way for Azalea Drive as shown on the plat entitled "Revised Final Plat, Silver Spring Heights" as recorded among the land records of Harford county in Plat Book CGH 104, folio 05 at a point lying South 53°12'28" East 4.94 feet from a rebar and cap heretofore set. Thence, binding on the road improvement right of way as conveyed by 304 Tollgate LLC to Harford County, Maryland by a deed dated February 21, 2001 as recorded among the land records of Harford County in Liber CGH 3542, folio 739, the two following courses;

3) North 36°39'54" East 229.23 feet,

4) North 55°39'31" West 3.11 feet to intersect the southeasterly right of way line of Azalea Drive, formerly known as Maple Avenue and shown on the aforesaid plats of "Silver Spring Heights". Thence, binding thereon,

5) North 37°07'25" East 27.24 feet. Thence, binding on another road improvement right of way conveyed by the aforesaid deed recorded in Liber CGH 3542, folio 739, the two following courses;

6) South 55°39'31" East 2.89 feet,

7) North 36°39'54" East 43.62 feet to intersect the southerly right of way line of South Tollgate Road as shown on the aforesaid plat recorded in Plat Book SWC 2, folio 23 at a point lying South 53°10'03" East 2.54 feet from a rebar and cap heretofore set and lying South 19°24'31" East 131.73 feet from a rebar and cap heretofore set lying on and 6.00 feet from the end of the third or South 37°43'31" West 218.01 feet course of that tract or parcel of land annexed into the Town of Bel Air, Maryland by a Resolution of the Board of Town Commissioners No. 119-05 enacted on November 21, 2005 and effective January 5, 2006. Thence, binding the southerly right of way line of South Tollgate Road,

8) South 53°10'03" East, passing over an iron pipe found at 120.00 feet and an iron pipe found at 295.01 feet and continuing, for a total distance of 371.97 feet to the point of be

CONTAINING 2.5638 acres (111681 square feet) of land, more or less as combined for the purpose of annexation into the municipal limits of the Town of Bel Air and not for the purpose of transfer, conveyance or consolidation.

BEING THE FOLLOWING COMBINED

A) the remainder of that tract or parcel of land conveyed by Har-Co Investment Group, L.L.C. to 304 Tollgate, LLC by a deed dated January 28, 2000 as recorded among the land records of Harford county in Liber CGH 3207, folio 572 and subsequently conveyed by 304 Tollgate Road, LLC to 304 Tollgate Road, LLC by a confirmatory deed dated August 27, 2008 as recorded among the land records of Harford County in Liber JJR 7935, folio 556 containing 0.8284 acre (36,085 square feet) more or less.

B) all of that tract or parcel of land conveyed by Patricia L. Bollack, Personal Representative of the Estate of Alice M. Hicks to 308 Tollgate Road, L.L.C. by a deed dated January 24, 2000 as recorded among the land records of Harford County in Liber CGH 3203, folio 75 containing 1.2060 acres (52,533 square feet) more or less.

C) all of that tract or of parcel of land conveyed by Carolyn F. Bredehoeft and Dianne E. Rose, Co-Personal Representatives of the Estate of Doris V. Chenoweth to 310 Tollgate Road, LLC by a deed dated October 27, 2000 as recorded among the land records of Harford County in Liber CGH 3374, folio 115 containing 0.5295 acre (23,063 square feet) more or less.

Parcel D – 0.1079 Acre Parcel of Land for the Annexation of Land into the Town of Bel Air, Maryland, located at 615 Baltimore Pike, Third Election District, Harford County, Maryland

BEGINNING for the same at a point where the eighth or North 41°25'43" West 927.31 feet course of that tract or parcel of land annexed into the Town of Bel Air, Maryland by a Resolution of the Board of Town Commissioners No. 46 enacted on October 13, 1975 and effective May 11, 1976 intersects the twenty-first or North 35°53'54" West 253.60 feet course of that tract or parcel of land conveyed by Bel Air Square Joint Venture to Bel Air Square LLC by a deed dated July 12, 2004 as recorded among the land records of Harford County in Liber JJR 5506, folio 471 and said point of beginning lies the following three courses reversely along the tenth, ninth and a part of the eight courses from a concrete monument heretofore set at the end of the tenth courses of said Resolution No. 46; 1) South 37°43'31" West 194.00 feet, 2) South 52°39'29" West 78.65 feet and 3) South 52°10'12" East 156.97 feet. Said point of beginning also bears coordinates, referenced to the Maryland Coordinate System (NAD83/2011) of North 676753.3355 and East 1494115.2380. Thence, from the point of beginning, running through and across the said land of Bel Air Square LLC and binding reversely on a part of the said eighth course of Resolution No. 46,

1) South 52°10'12" East 245.34 feet. Thence, leaving the corporate limits of the Town of Bel Air and running through and across the aforesaid parcel described in Liber JJR 5506, folio 471,

2) South 36°37'31" West 18.65 feet to intersect the eighteenth course in said conveyance and to intersect the northeasterly right of way line of South Tollgate Road as shown on a plat entitled "Tollgate Road Improvement" as recorded among the land records of Harford County in Department of Public Works Plat Book CGH 3, folio 58. Thence binding on the eighteenth, nineteenth and twentieth courses and on the northeast right of way line of South Tollgate Road as conveyed by Bel Air Tollgate Partnership

3) North 52°04'08" West 62.09 feet, to a point of curvature,

4) by a tangent curve to the left, in a northwesterly direction, of radius 5030.00 feet, an arc length of 94.59 feet and, subtended by a chord; North 52°36'28" West 94.59 feet to a point of tangency,

5) North 53°08'30" West 88.54 feet to intersect the aforesaid twenty-first course described in the deed recorded in Liber JJR 5506, folio 471,

6) North 36°22'07" East 20.77 feet to the point of beginning hereof.

CONTAINING 0.1079 acre (4701 square feet) of land, more or less for the purpose of annexation into the municipal limits of the Town of Bel Air and not for the purpose of transfer, conveyance or subdivision.

BEING a part of that tract or parcel of land conveyed by Bel Air Square Joint Venture to Bel Air Square LLC by a deed dated July 12, 2004 as recorded among the land records of Harford County in Liber JJR 5506, folio 471.

CONTAINING 2.6718 ACRES OF LAND, more or less, as surveyed by Frederick Ward Associates, Inc. on August 12, 2022;

WHEREAS, on the 3rd day of October, 2022, was formally presented to the Bel Air Board of Town Commissioners, a written consent to this Resolution signed by the owners of not less than twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed, requesting that the corporate boundaries of the Town of Bel Air be enlarged by annexing the area so described.

WHEREAS, the Town of Bel Air has caused to be made a verification of the signatures on said consent to annexation and has verified that there are no persons currently residing in the area to be annexed.

WHEREAS, it appears that the consents meet all the requirements of law.

Section 1. **NOW, THEREFORE, BE IT RESOLVED** by the Bel Air Board of Town Commissioners that the corporate boundaries of the Town of Bel Air be and the same are hereby enlarged by adding or annexing thereto the property that is contiguous to and adjoining the present corporate boundaries as particularly described in the aforesaid title to this Resolution;

Section 2. **AND BE IT FURTHER RESOLVED** that the conditions and circumstances applicable to the change in the said corporate boundaries and to the residents of the property in the area so annexed are as follows:

- a) that the area to be annexed and the owner(s) of the property therein shall be generally subject to the provisions of the Charter of the Town of Bel Air, without special treatment as to rates of the municipal tax, or as to municipal services and facilities.
- b) that the designation of the zoning classification of the land lying within the area herein described and hereby annexed shall be designated B3 General Business District as described in the Development Regulations of the Town of Bel Air. The annexed land shall be subject to all provisions and conditions of said Ordinance which are applicable to the specified zoning district.
- c) that the property will be subject to the Annexation Agreement dated March 22, 2023 and subject to the following conditions of annexation:
 - i. Vehicular access to any development within the subject property be from Tollgate Road or Azalea Drive
 - ii. A landscaped buffer be provided along Silver Spring Drive and the south property line abutting existing residential properties with planting type, size and spacing to be reviewed by the Planning Commission

Section 3. **AND BE IT FURTHER RESOLVED** that in accordance with Article II of the Charter of the Town of Bel Air, the description of the corporate boundaries and the Official Survey Map of the Town Boundary are hereby amended by adding the property designated as LXX”.

Section 4. **AND BE IT FURTHER RESOLVED** that this Resolution shall become effective at the end of forty-five (45) days following its final enactment unless a petition for referendum hereon shall be filed as permitted by law.

INTRODUCTION: February 21, 2023

PUBLIC HEARING: March 20, 2023

ENACTMENT: March 20, 2023

EFFECTIVE: May 09, 2023

AYES: Commissioners Chance, Hughes, Kahoe, and Bianca

NAYES: Commissioner Etting

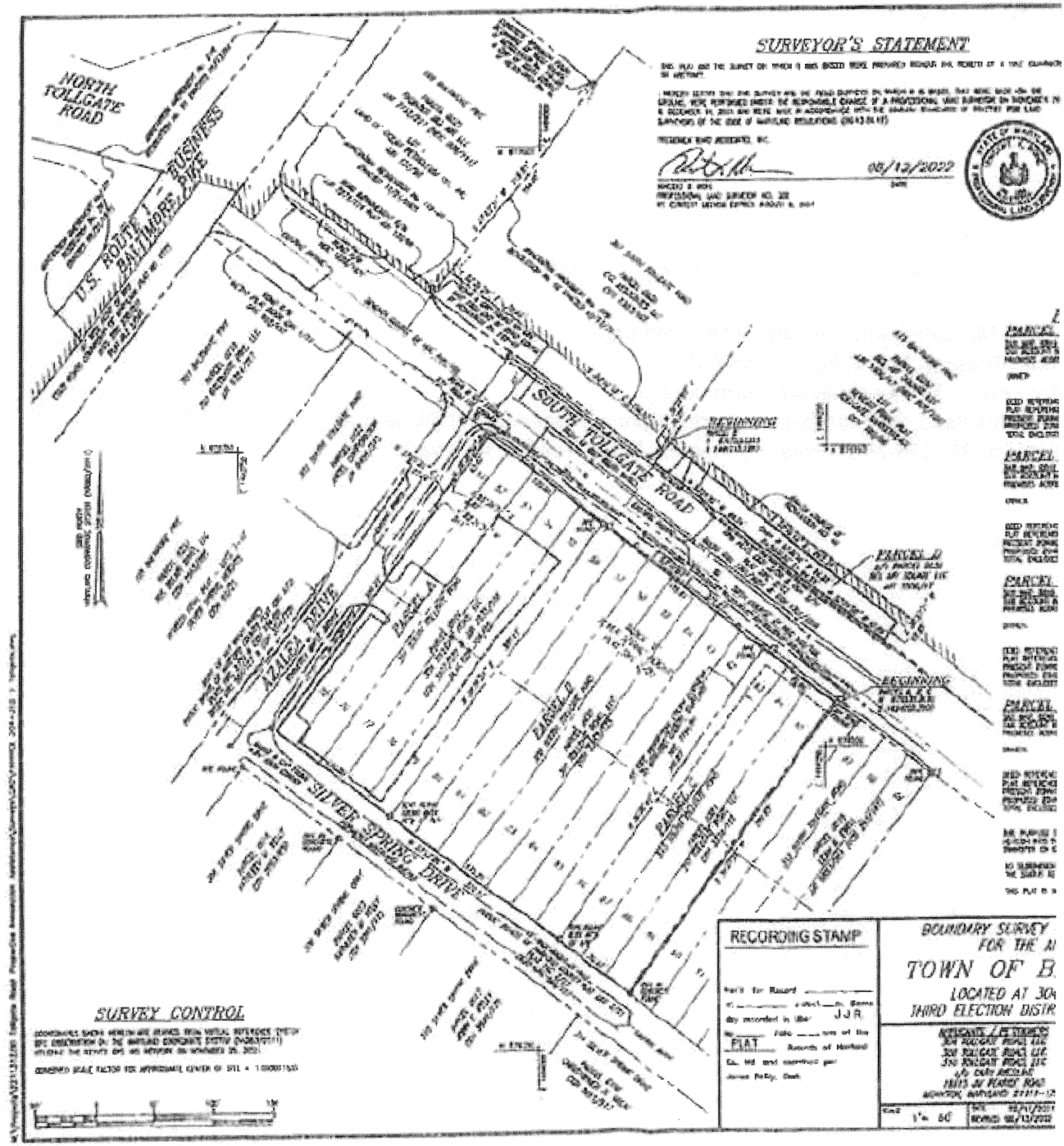
ABSENT: None



Michael L. Krantz, Town Clerk

Kevin Bianca, Chairperson
Board of Town Commissioners

Do you have the original or maybe a better copy of this image for us to print for the Town archives (see image below)?



Thank you,

Michael L. Krantz
Director of HR & Administration/Town Clerk

Donna Driver

From: Kevin L. Small
Sent: Tuesday, May 2, 2023 12:02 PM
To: Michael Krantz
Cc: Mark Reed; Donna Driver
Subject: RE: RES 136-23 Surveyor's Statement/Map - Tollgate Annexation

Yes, I can send one to you

Kevin L. Small, RLA, AICP
Director of Planning & Community Development

From: Michael Krantz <mkrantz@belairmd.org>
Sent: Tuesday, May 2, 2023 11:56 AM
To: Kevin L. Small <ksmall@belairmd.org>
Cc: Mark Reed <mreed@belairmd.org>; Donna Driver <ddriver@belairmd.org>
Subject: RES 136-23 Surveyor's Statement/Map - Tollgate Annexation

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as "this Agreement"), entered into this ^{22nd} day of March, 2023, by and among the **TOWN OF BEL AIR** (hereinafter referred to as "The Town"), a municipal corporation of the State of Maryland, and **304 TOLLGATE ROAD LLC**, a Maryland limited liability company; **308 TOLLGATE ROAD LLC**, a Maryland limited liability company; and **310 TOLLGATE ROAD LLC**, a Maryland limited liability company (hereinafter collectively referred to as "Petitioner").

WHEREAS, Charter Resolution No. 136-22 (the "Resolution") will be considered by the Board of Town Commissioners to extend the corporate boundaries of the Town to include therein certain property described in the Resolution, containing a combined total of 2.6718 acres, more or less, in the Third Election District of Harford County, and to further set forth specific conditions relating to the annexation, including but not limited to, the execution of this Agreement.

WHEREAS, the Town and the Petitioner intend to enter into this Annexation Agreement to establish certain terms, circumstances and conditions which will be applicable to the property if and when it is annexed and to satisfy the conditions set forth in the Resolution. It is intended by the parties that the provisions of this Agreement are in addition to any other terms and conditions that may be set forth in the Resolution and any other of the Town ordinances, subdivision regulations, and other rules and regulations that may be applicable to the development and use of the property referred to in the Resolution.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Definitions.

Agreement. This Annexation Agreement.

Annexation Property. All the real property identified and described in the Resolution as Parcels A, B, and C.

Town. Town of Bel Air.

Development Parcels. Parcels A, B, and C included and specifically described by metes and bounds in the Resolution, generally identified as follows:

Parcel A, that property designated on Harford County Tax Map 49 as Parcel 19, containing 0.8284 acres, or 36,085 sq. ft., more or less.

Parcel B, that property designated on Harford County Tax Map 49 as Parcel 659, containing 1.2060 acres, or 52,533 sq. ft., more or less.

Parcel C, that property designated on Harford County Tax Map 49 as Parcel 381, containing 0.5295 acres, or 23,063 sq. ft., more or less.

Petition. The Petition and the Amended Petition for Annexation filed by the Petitioner with the Town and thereafter accepted by the Town in accordance with the provisions of Section 4-404 of the Local Government Article of the Annotated Code of Maryland and § 165-88 of the Town Code.

Petitioner. 304 Tollgate Road LLC, 308 Tollgate Road LLC, and 310 Tollgate Road, LLC, their successors, and assigns.

Planning Department. Town of Bel Air Department of Planning and Community Development.

Property Owner ("Owner"). 304 Tollgate Road LLC, 308 Tollgate Road LLC, and 310 Tollgate Road, LLC, their successors, and assigns.

Resolution. An Annexation Resolution introduced by the Board of Town Commissioners, to extend the corporate boundaries of the Town by including therein the Annexation Property and setting forth specific conditions relating to the annexation.

1. General Provisions:

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

b. Agreement to Consider Annexation. The Board of Town Commissioners agree to consider enacting a Resolution approving the annexation of the Parcels into the corporate limits of the Town, subject to the terms and conditions set forth in this Agreement and any other terms and conditions contained in the annexation resolution.

c. Conditions of Annexation. The terms, covenants, conditions, and effectiveness of this Agreement except for Paragraph 6 (Payment of Costs and Expenses), all as hereinafter set forth, are contingent upon the enactment of the Resolution by the Board of Town Commissioners annexing the Annexation Property and zoning the Annexation Property as General Business District (B3) as specified in Paragraph 2 below, and the taking

effect of such Resolution. The provisions of Paragraph 6 are effective upon the execution of this Agreement by the Town and Petitioner and remain in effect regardless of whether the annexation becomes effective.

2. Permissible Uses of Annexation Property. From and after the effective date of the annexation and until changed by the Board of Town Commissioners by ordinance, Parcels A, B, and C, shall be developed and improved only for commercial uses under the General Business District (B3). The parties hereto agree that the Petitioner, its successors and assigns, shall not, in any way attempt to develop any of the parcels described in the Resolution for residential uses under the General Business District (B3).
3. County Council Waiver. The parties acknowledge that without express approval from the Harford County Council, (the "Express Approval") § 4-416 of the Local Government Article of the Maryland Code precludes, for five years after annexation, development of the Development Parcels for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development in accordance with Harford County's Business District (B2) zoning classification in effect at the time of annexation. It is the mutual expectation of the parties that the County Council will grant such approval, but the failure of the Harford County Council to grant such approval shall not affect the effectiveness or validity of this Agreement. The Petitioner shall be responsible for requesting Express Approval from the Harford County Council and providing the official response from the County Council to the

Town. The Town shall join and cooperate in the Express Approval as needed by Petitioner.

4. Development Requirements Binding on Owner and Developer of all Development Parcels.

a. Design, Development, Use and Restrictions. The Design, Development, Use and Restrictions of the Development Parcels shall be governed by § 165-32 of the Town Code, as amended from time to time, and other applicable Town, Harford County and State development laws, regulations, processes, and procedures in effect from time to time.

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

5. Planning Commission Approval. Petitioner acknowledges that in the event the Resolution is passed by the Board of Town Commissioners, the Petitioner, its successors and assigns, are expressly bound by the terms and conditions of the Town of Bel Air Development Regulations and any development of the parcels is subject to the express approval and any subsequent conditions of the Bel Air Planning Commission. Nothing contained herein shall be construed as an approval by the Planning Commission.

6. Payment Costs and Expenses.

a. Upon execution of this Annexation Agreement, Petitioner agrees to pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to Town Counsel's

escrow account to pay for the associated costs of obtaining a survey of the bed of S. Tollgate Road between Parcels A, B, C and D as shown on the plat submitted with the Petition and the costs of recording this Annexation Agreement in the Land Records of Harford County.

7. Waiver of Right to Object. Petitioner hereby waives any right to object or contest to any subsequent annexation undertaken by the Town for the bed of S. Tollgate Road. Petitioner agrees to execute any and all documents necessary to facilitate the Town's seeking to annex the bed of S. Tollgate Road as described in Paragraph 6 herein.
8. Notices. Any notice required to be given pursuant to this Agreement shall be given in writing by postage prepaid certified mail, return receipt requested, to addresses of the parties hereto as follows:

If to the Town:
Town of Bel Air
Harry E. Hopkins, III, Town Administrator
39 North Hickory Avenue
Bel Air, MD 21014

With a copy to:
Elizabeth H. Thompson, Esquire
Stark and Keenan, P.A.
30 Office Street
Bel Air, MD 21014

If to the Petitioner:
304 Tollgate Road LLC
308 Tollgate Road LLC
310 Tollgate Road LLC
Gary & Joan Rissling
8642 Bel Air Road
Perry Hall, MD 21014

With a copy to:
Joseph F. Snee, Jr., Esquire
Snee, Lutche & Helmlinger, P.A.
112 S. Main Street
Bel Air, MD 21014

9. Binding Effect. The obligations and responsibilities expressed in this Agreement shall be binding upon, as applicable, Owner and Developer, their respective heirs, personal representatives, successors, and assigns.
10. Agreement Constituting Covenants Running with the Land. The Petitioner hereby agrees that, from and after the date of this Agreement. above, the Annexation Property and Development Parcels shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, easements, obligations and equitable servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use limitations, easements, obligations, and equitable servitudes shall be deemed to run with and bind the land and be and shall be binding and enforceable upon all subsequent owners, their heirs, personal representatives, successors, and assigns; and shall be for the benefit of the Town, its successors and assigns, and enforceable by it at law or in equity.

11. Scope of Agreement/Binding Effect. All of the promises, stipulations, obligations, covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements and agreements herein contained shall inure to the benefit of and shall apply to, bind, and be obligatory upon the parties hereto and the heirs, personal representatives, successors and assigns of each whether so expressed or not.
12. Enforcement. If any covenant, condition, restriction, provision, obligation or term of the Agreement which is the responsibility of the Owner or Developer of the Development Parcels to fulfill is not satisfied within the time specified in this Agreement, the Town may refuse to accept or process applications for, and issue or grant, any further building permits, use and occupancy permits, subdivision approvals or grading permit and sediment control approvals required for any development or construction on any of the Development Parcels, and Owner and Developer waive their rights to compel or require the Town to accept, process, issue or grant any such applications, permits or approvals, until the particular covenant, condition, restriction, provision, obligation or term of this Agreement has been satisfied.
13. Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Maryland, and shall be interpreted, construed, and enforced in accordance with the laws of such State without regard to those principles governing conflicts or choice of laws.
14. Applicability of Town Code. After the annexation of the Annexation Property becomes effective, the Annexation Property and all persons who hereafter may

own an interest in the Annexation Property, shall be subject to the Charter and all laws, rules, and regulations of the Town, and shall be subject to taxation by the Town, as all generally are applicable to property and residents of the Town.

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

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

17. Entire Understanding. This Agreement contains the entire understanding of the parties and there are no representations, warranties, or undertakings other than those expressly set forth herein. Nothing herein shall be construed to alter any terms and conditions of the annexation prior hereto by the Bel Air Planning Commission.

18. Changes to or Rescission of Agreement.

a. This Agreement shall be modified, amended, supplemented, or rescinded only in the manner set forth in this Paragraph 18, unless other requirements are expressly provided by law.

b. A modification, amendment, supplementation, or rescission of this Agreement shall be effective only if it is made in writing, is executed with the same formality as this Agreement, states the date of the public hearing referred to in subparagraph 18.c., and is recorded among the Land Records of Harford County, Maryland.

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

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

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

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

21. Attorney's Fees upon Breach. If any of the Petitioner, Owner or Developer, or their respective heirs, personal representatives, successors or assigns, breach any part of this Agreement, the breaching party, shall pay all reasonable attorney's fees,

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

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

23. Duplicate Counterparts. This Agreement may be executed by the various parties on several separate counterparts hereof, all of which shall together be valid and full binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

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

25. Recordation of Agreement. Upon enactment of the Resolution, the Town shall record this Agreement, at the expense of Owners and Developers, among the Land Records of Harford County, Maryland. Petitioner shall pay the sum of Sixty Dollars

(\$60.00) for recordation costs to Town Counsel's trust account.

26. Counterparts. This Agreement may be executed via original signatures and in any number of counter parts, all of which when taken together, shall constitute an original of one and the same document.

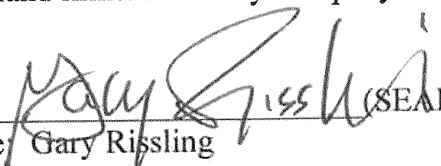
IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

WITNESS:

PETITIONER:

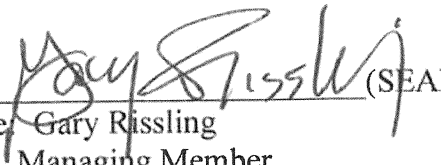
304 TOLLGATE ROAD LLC, A
Maryland limited liability company

Kathryn R. Meadows

By:  (SEAL)
Name: Gary Rissling
Title: Managing Member

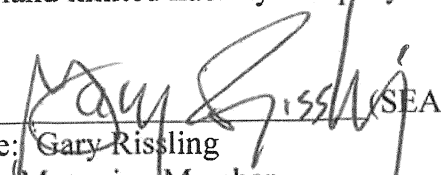
308 TOLLGATE ROAD LLC, A
Maryland limited liability company

Kathryn R. Meadows

By:  (SEAL)
Name: Gary Rissling
Title: Managing Member

310 TOLLGATE ROAD LLC, A
Maryland limited liability company

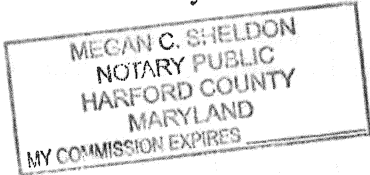
Kathryn R. Meadows

By:  (SEAL)
Name: Gary Rissling
Title: Managing Member

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 20 day of March, 2023, appeared GARY RISSLING, MANAGING MEMBER OF 304 TOLLGATE ROAD LLC, 308 TOLLGATE ROAD LLC AND 310 TOLLGATE ROAD LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement as Managing Member of the above-named Maryland limited liability companies for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Megan Sheldon
Notary Public
My Commission Expires: 12/8/24

WITNESS:

TOWN OF BEL AIR

Carla R. Wilson

By: [Signature] (SEAL)
Name: Harry E. Hopkins, III.
Title: Town Administrator

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of March, 2023, appeared HARRY E. HOPKINS, III, Town Administrator of TOWN OF BEL AIR, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, as the Town Administrator of the Town of Bel Air for the purposes therein contained.

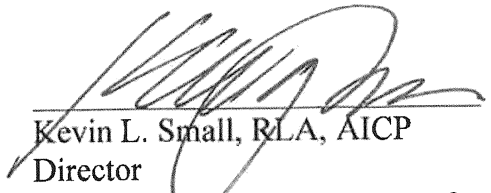
AS WITNESS my hand and Notarial Seal.



CARLA R. WILSON
NOTARY PUBLIC
HARFORD COUNTY, MARYLAND
My Comm. Exps. 8-4-2026

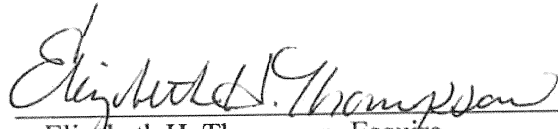
Carla R. Wilson
Notary Public
My Commission Expires:

APPROVED:


Kevin L. Small, RLA, AICP
Director
Town of Bel Air Department of
Planning & Community Development

ATTORNEY'S CERTIFICATION

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Supreme Court of Maryland.


Elizabeth H. Thompson, Esquire

AFTER RECORDING, PLEASE RETURN TO:

**Elizabeth H. Thompson, Esquire
Stark and Keenan, P.A.
30 Office Street
Bel Air, MD 21014
410/879-2222**