



THE CITY OF BRUNSWICK, MARYLAND

1 WEST POTOMAC STREET • BRUNSWICK, MARYLAND 21716 • 301.834.7500

RESOLUTION NO. 2025-04

A RESOLUTION TO PROVIDE FOR THE ENLARGEMENT OF THE CORPORATE BOUNDARIES OF THE CITY OF BRUNSWICK BY EXTENDING THE CORPORATE LIMITS OF THE CITY AS DESCRIBED IN ARTICLE I, ENTITLED "GENERAL CORPORATE POWERS", SECTION 104, ENTITLED "DESCRIPTION OF CORPORATE BOUNDARIES", OF THE CHARTER OF THE CITY OF BRUNSWICK TO PROVIDE FOR THE ANNEXATION OF 23.98 ACRES OF LAND, MORE OR LESS, ON THE NORTHERN BOUNDARY OF THE CITY.

BE IT RESOLVED that the corporate limits of the City of Brunswick shall include all property lying within the following boundaries:

See attached entitled "EXHIBIT A"

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, by the Mayor and Council of the City of Brunswick, that the boundaries of the City as provided in the Charter of the City of Brunswick, as the same was enacted by the General Assembly of Maryland, be amended to include the above described property (hereinafter "Property"), and the City Planning and Zoning Administrator shall so amend the description of the corporate limits to include all the Property more particularly described in EXHIBIT B.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Property and the persons residing on the Property are included for all purposes and subject to the Charter and Ordinances of said municipal corporation in said area as if the Property had been originally or subsequently included within the boundaries of said municipal corporation, EXCEPT as set forth to the contrary in the conditions applying to this annexation, as hereinafter set forth. The conditions of this annexation are as follows:

1. Petitioner, Brunswick-Natelli LLC, and its respective successors and assigns (hereinafter referred to as the "Petitioner"), shall pay the costs of any required advertising of this Annexation Resolution.
2. The Property shall be added to the corporate boundaries of the City and the Property and any persons residing on the Property shall be generally subject to the provisions of the Charter of the City, EXCEPT as set forth to the contrary in the following paragraphs of this Annexation Resolution.
3. Extensions of sanitary sewer, water, storm drain lines, streets, curbs, gutters, and all other public improvements typically provided by the City to and within the Property to the extent allowed by law and unless provided otherwise by this Resolution or by written agreement, shall be at the expense of the Petitioner, owner(s), or developer(s) requesting same.
4. Provided such extensions are requested under the terms outlined in paragraph 3 above, the City will allow Petitioner, at its expense, to extend sanitary sewer service to the Property. The allocation of water and sewer taps to the Property will be from an allocation agreement by and between the Mayor and Council of the City of Brunswick, Maryland and Petitioner Brunswick-Natelli LLC. Water and sewer engineering plans will be submitted to the City for review and approval in conjunction with the Improvement Plans for the Property.
5. Subject to all appropriate laws and administrative requirements, and simultaneously with its annexation into the corporate boundaries of the City, the Property is hereby classified in the City's R-1 (Low Density Residential). The City will reasonably cooperate with the Petitioner efforts to obtain express consent to said requested zoning classification and the requested annexation by any other governmental entity/agency

EXEMPTION CODES RP 3-603(a) C&JP 13-604(c)(1)



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1. Petitioner, Brunswick-Natelli LLC, and its respective successors and assigns (hereinafter referred to as the "Petitioner"), shall pay the costs of any required advertising of this Annexation Resolution.
2. The Property shall be added to the corporate boundaries of the City and the Property and any persons residing on the Property shall be generally subject to the provisions of the Charter of the City, EXCEPT as set forth to the contrary in the following paragraphs of this Annexation Resolution.
3. Extensions of sanitary sewer, water, storm drain lines, streets, curbs, gutters, and all other public improvements typically provided by the City to and within the Property to the extent allowed by law and unless provided otherwise by this Resolution or by written agreement, shall be at the expense of the Petitioner, owner(s), or developer(s) requesting same.
4. Provided such extensions are requested under the terms outlined in paragraph 3 above, the City will allow Petitioner, at its expense, to extend sanitary sewer service to the Property. The allocation of water and sewer taps to the Property will be from an allocation agreement by and between the Mayor and Council of the City of Brunswick, Maryland and Petitioner Brunswick-Natelli LLC. Water and sewer engineering plans will be submitted to the City for review and approval in conjunction with the Improvement Plans for the Property.
5. Subject to all appropriate laws and administrative requirements, and simultaneously with its annexation into the corporate boundaries of the City, the Property is hereby classified in the City's R-1 (Low Density Residential). The City will reasonably cooperate with the Petitioner efforts to obtain express consent to said requested zoning classification and the requested annexation by any other governmental entity/agency

EXEMPTION CODES RP 3-603(a) C&JP 13-604(c)(1)

with jurisdiction, including but not limited to Frederick County, Maryland. Furthermore, the City will cooperate with the Petitioner in any application to Frederick County, Maryland for an amendment to the water and sewer classification of the Property, as same may be required to develop the Property.

6. Following the approval of this Resolution, Brunswick-Natelli LLC and Mayor and Council for the City of Brunswick shall enter into an Annexation Agreement. The annexation and subsequent resulting project(s) shall be subject to this Annexation Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor, as the presiding officer of the City of Brunswick, has caused the signatures thereon to be verified, and has ascertained that the Petition otherwise conforms to the requirements of Md. Code, Land Use § 20-603.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that by Resolution 08-06 and Resolution 08-07, adopted on May 27, 2008, the Mayor and Council for the City of Brunswick approved the annexation of 126.21 acres of land known as "Original Annexation Property" of the Cooper Farm.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that at a meeting held on December 23, 2024, the Brunswick Planning Commission recommended approval of the New Annexation Petition for the remaining 23.98 acres known as the "New Annexation Property" of the Cooper Farm

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Original Annexation Property and the New Annexation Property collectively 150.19 acres known entirely as the Cooper Farm Annexation to the Mayor and Council of the City of Brunswick.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor of the City of Brunswick shall give public notice of the introduction of this Annexation Resolution at least four (4) times at weekly intervals, by electronic means by posting to the official City of Brunswick website and social media accounts, briefly and accurately describing the proposed change and the conditions and circumstances applicable, and shall provide for a public hearing to be held on Tuesday, February 11, 2025 at City Hall, Brunswick, Maryland, at the hour of 6:00PM, which hearing shall be held not less than fifteen (15) days after the fourth (4th) publication of the notice.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor of the City of Brunswick announced at the February 11, 2025 public hearing that a second public hearing would be scheduled and held on Tuesday, February 25, 2025 at City Hall, Brunswick, Maryland, at the hour of 6:00pm.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this annexation shall become effective forty-five (45) days after the passage of this Annexation Resolution unless proper petition for referendum pursuant to § 4-412 of the Local Government Article of the Maryland Land Use Code, is presented to the Mayor within said forty-five (45) day period.

INTRODUCED at a regular meeting of the Mayor and Council of the City of Brunswick on the 25th day of February, 2025.

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Signature Page Follows

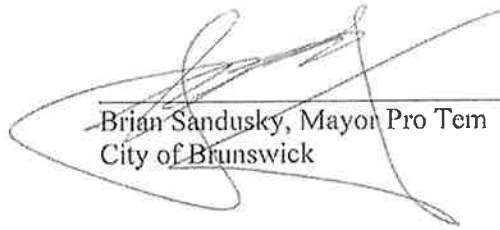
45

APPROVED: February 25, 2025



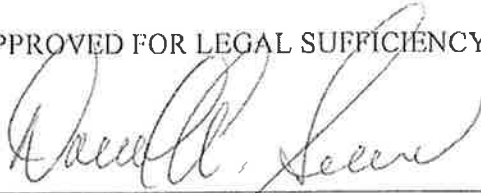
Nathan Brown, Mayor
City of Brunswick

EFFECTIVE: April 11, 2025



Brian Sandusky, Mayor Pro Tem
City of Brunswick

APPROVED FOR LEGAL SUFFICIENCY



City Attorney

EXHIBIT A

November 7, 2023

Page 1 of 3

Area to be Annexed

**Description of
Part of the Property of
GARY R. COOPER and KAY S. COOPER
Petersville (12th) Election District
Frederick County, Maryland**

Being part of Lot No. 37 through Lot No. 43 as shown on a plat of subdivision entitled "Plat of Rosemont" and recorded among the Land Records of Frederick County, Maryland, in Plat Book 1 at Page 95; said lots being part of the property acquired by Gary R. Cooper and W. Kay Cooper (a.k.a. Kay S. Cooper), from Kay S. Cooper, by a deed dated December 28, 2000, and recorded among the aforesaid Land Records in Liber 2808 at folio 907; also being part of the property acquired by Gary R. Cooper and Kay S. Cooper, from Kay S. Cooper, by a confirmatory deed dated July 11, 2007, and recorded among the aforesaid Land Records, in Liber 6696 at folio 235, and being more particularly described as follows:

Beginning for the same at a T-bar found at the end of the 4th or North 50° 35' East, 161.24 foot line of TRACT TWO, Parcel No. 1, as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being at the northeasterly end of the southeasterly line of Lot No. 43 as shown on the aforesaid "Plat of Rosemont" recorded in Plat Book 1 at Page 95; said point also being at the end of the 2nd or North 45° 54' 43" East, 1167.79 foot line of Exhibit A, Part One as described in City of Brunswick, Resolution No. 08-06 and recorded among the aforesaid Land Records in Liber 7121 at folio 609 and being the existing Corporate Boundary of the City of Brunswick; thence running with the southeasterly outlines of TRACT TWO, Parcel No. 1, TRACT TWO, Parcel No. 2 and TRACT ONE, Parcel No. 2 as described in the said confirmatory deed recorded in Liber 6696 at folio 235; also running with the southeasterly lines of Lot No. 37 through Lot No. 43 as shown on said "Plat of Rosemont" recorded in Plat Book 1 at Page 95; also running with part of said 2nd line of Exhibit A, Part One recorded in Liber 7121 at folio 609; and binding on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235, the following course and distance:

1. South 45° 54' 43" West, 1125.29 feet to a rebar and cap marked "Corp No. 2" set at the southeasterly end of the southwesterly outline of TRACT ONE, Parcel No. 2 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being the southeasterly end of the southwesterly line of Lot No. 37 as shown on the aforesaid "Plat of Rosemont" recorded in Plat Book 1 at Page 95; thence leaving the existing Corporate Boundary and running with

part of the southwesterly lines of said TRACT ONE, Parcel No. 2 and said Lot No. 37; and binding on the northeasterly outline of the property acquired by Richard Nelson Grove, Jr. and Melody Ann Grove, from Jane M. Dean, by a deed dated June 1, 1972, and recorded among the aforesaid Land Records in Liber 879 at folio 84; also binding on the northeasterly outline of the property acquired by Susan M. Hill from Christopher Shannon and Janice Lynn Rice, by a deed dated August 7, 2015, and recorded among the aforesaid Land Records in Liber 10702 at folio 409; also binding on the northeasterly outline of the property acquired by Donald W. Roberson, Jr. and Caroline J. Roberson, from William F. Lee, III, Russell John Heino, William F. Lee, Jr., and Frances E. Lee, by a deed dated December 22, 2017, and recorded among the aforesaid Land Records in Liber 12210 at folio 139; also binding on the northeasterly outline of the property acquired by Kerry Lee Myers from Lucille Myers, by a deed dated February 11, 1998, and recorded among the aforesaid Land Records in Liber 2379 at folio 908; also binding on the northeasterly outline of the property acquired by Thomas W. Conner and Penny M. Spring, from Thomas W. Conner, Personal Representative of the Estate of Connie Jean Conner, Estate No. 41233, by a deed of distribution dated August 31, 2018, and recorded among the aforesaid Land Records in Liber 12608 at folio 458; the following course and distance

2. North 47° 29' 11" West, 849.36 feet to a point distant South 47° 29' 11" East 50.15 feet from a concrete monument found; thence running across TRACT TWO, Parcel No. 1, TRACT TWO, Parcel No. 2 and TRACT ONE, Parcel No. 2 as described in the said confirmatory deed recorded in Liber 6696 at folio 235; also running across Lot No. 37 through Lot No. 43 as shown on said "Plat of Rosemont" recorded in Plat Book 1 at Page 95; parallel to and 50 feet southeast of the northwesterly lines of Lot No. 37 through Lot No. 43, the following course and distance
3. North 38° 03' 44" East, 1134.72 feet to a point on the northeasterly outline of said TRACT TWO, Parcel No. 1 described in Liber 6696 at folio 235 and on the northeasterly line of said Lot No. 37 as shown on Plat Book 1 at Page 95, distant

South 47° 01' 50" East, 50.18 feet from a concrete monument found at the northwesterly end of said lines; thence running with part of said northeasterly lines and binding on the southwesterly or South 42° 20' 36" East, 393.94 foot line of a plat entitled "Addition Plat, Chick's Addition to Frye" and recorded among the aforesaid Land Records in Plat Book 55 at Page 21; also binding on the southwesterly outline of the property acquired by Darren P. Mullen from Darren P. Mullen and Kelly J. Mullen, by a confirmatory deed dated August 10, 2006, and recorded among the aforesaid Land Records in Liber 6181 at folio 683, the following course and distance

4. South 47° 01' 50" East, 1004.17 feet, passing over a T-Bar and cap found at 341.22 feet, to the Point of Beginning; containing 1,044,684 square feet or 23.98265 acres of land more or less.

This description was prepared by Rodgers Consulting, Inc. and is in the Maryland Coordinate System (NAD 83/91).

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12.

(License Expiration Date: 12-23-2025)



11-7-2023

n:\md-frederick\cooper property\documents\surveying\descriptions\cooper north annex desc. (2023).docx



Legend	
—	Overhead (all other things)
□	Utility Pole
—	Power Line
□	Water & Sewer
□	Post Office & Post #
□	Fire Dept & Fire #
□	Charitable Management Fund
□	Artificial & Gas Pumps
□	Refrigerator & Gas Stove
□	Tire & Gas Pump
□	Tire Pump

General Notes:

- [illegible]

Annexation Boundary Survey
Part of the Property Acquired by

Gary R. Cooper and
Kay S. Cooper

Liber 2808 at folio 907 &
Liber 6606 at folio 235

Petersville (12th) Election District

Frederick County, Maryland
Scale: 1"= 100' November 2021

NOV 19 1994

[illegible]

11-7-2023

Date of Signature

Robert E. White

For: Robert E. White, Inc.
Attn: Robert White
President/General Manager
10000 Highway 100, Suite 100
Houston, Texas 77055
(713) 261-1111



Order Records:

100

**RODGERS
CONSULTING**

1947 County Road 6, Suite 200, Commerce, Maryland 20614
Tel.: (301) 281-3333 Fax: (301) 281-3334 e-mail: info@rogersconsulting.com

Prepared For:
Naval Commanding,
2623 Main Street, Suite 200,
Glastonbury, Albany Co.,
New York 12033

1997 Country Builders & Lumber 2001 Construction, Mayfield 2002
 1997 Country Builders & Lumber 2001 Construction, Mayfield 2002

EXHIBIT B

City of Brunswick, Maryland

(Amended Charter Boundary per City Resolution 2025-04, adopted February 25, 2025)

Section ~~16-2~~^{104 BRD} Boundaries

The limits of said town of Brunswick begin at a stone planted at the northeast corner of a culvert under the Chesapeake and Ohio Canal, said place of beginning being at the end of the thirteenth line of a tract of land conveyed to the Real Estate and Improvement Company at Baltimore City by Mary Gertrude Orrison, by deed dated December seventh, eighteen hundred and eighty-nine and recorded among the Land Records of Frederick County, in Liber W.I.P. number nine, folio five hundred and eighty-six, etc., and running thence with and binding reversely on the lines of the above mentioned conveyance in the Maryland State Plane NAD 83/91 Datum to the following courses and distances, to wit:

1. North 17° 38' 45" East, 651.75 feet to a stone, thence
2. North 01° 21' 15" West, 660.00 feet to a stone, thence
3. North 02° 21' 15" West, 173.25 feet to a stone, thence
4. North 12° 08' 45" East, 2,128.50 feet to a stone, planted in the center of a lane leading to the property owned by John Frazier, said stone being also planted at the corner of said Frazier's property, thence with the center of said lane
5. North 41° 51' 15" West, 1,089.00 feet to a stone, planted in the road leading from Parker's Mill to the City of Brunswick, thence with said road
6. North 30° 23' 45" East, 115.50 feet to a stone, thence
7. North 68° 36' 15" West, 95.70 feet to a stone, thence
8. North 70° 36' 15" West, 316.80 feet to a stone, thence
9. North 31° 51' 15" West, 610.46 feet to a P.K. nail set at the westerly end of the North 58° 50' 22" East, 249.10 foot plat line of the area dedicated to public use and as shown as Line Number 2 on a plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158, said point also being on the centerline of Maryland Route 464; thence leaving the ninth (9th) line of the limits of the City of Brunswick as described in the 1957 Town Charter and running with all of said line along the centerline of said Maryland Route 464 and with the lands of John H. Kelly as described by a deed dated August 27, 1976 and recorded among the aforementioned Land Records in Liber 997 at folio 662
10. North 52° 58' 58" East, 249.58 feet to a P.K. nail set; thence continuing with the said dedication area as shown on the aforementioned plat and with the lands of said John H. Kelly
11. South 36° 30' 18" East, 40.00 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of Lot 2, Section 2 as shown on a plat entitled "Combined Preliminary/Final Plat, Lots 1, 2, and 3, Section 2, Biser's Overlook" and recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to L.K. and T.O. Murray by a deed recorded in Liber 1576 at Folio 276 among the aforementioned Land Records, with part of the lands conveyed to Roland M. and Evelyn L. Biser in a deed recorded in Liber 1875 at Folio 578, and with the northerly line of Lot 3, Section 2 as shown on said plat recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to G. L. and R. L. Grams by a deed recorded in Liber 1576 at Folio 281 among the aforementioned Land Records

12. North 52° 58' 58" East, 624.89 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat recorded in Plat Book 41 as Page 51 and with the lands conveyed to J. F and R. M. Gordon by a deed recorded in Liber 817 at Folio 392 among the aforementioned Land Records

13. North 36° 32' 54" West, 40.00 feet to a P.K. nail set on the centerline of Maryland Route 464; thence along the centerline of said Maryland Route 464, continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of aforementioned lands conveyed to J. F and R. M. Gordon, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 491 at Folio 493, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 651 at Folio 45, and with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753 among the aforementioned Land Records

14. North 52° 58' 58" East, 255.14 feet to a P.K. nail set; thence continuing with the said centerline, with the dedication area as shown on the aforementioned plat, with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753, and with the lands conveyed to R. E. Wheeler by a deed recorded in Liber 1596 at Folio 153 among the aforementioned Land Records

15. 457.80 feet along the arc of a curve deflecting to the right, having a radius of 1269.28 feet (chord: North 63° 18' 55" East, 455.33 feet) to a P.K. nail set; thence with all of Line Number 3 of said dedication area as shown on the aforementioned plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158 as shown on the aforementioned plat, leaving said Maryland Route 464 and binding with the first (1st) or North 03°45' West, 435.6 foot line of a deed recorded among the Land Records of Frederick County, Maryland in Liber 703 at folio 283, with the ninth (9th) line or South 03°52'19" East, 525.25 foot line of a deed recorded among the aforesaid Land Records in Liber 2221 at Folio 406 and with the North 02°56'00, West, 1142.81 foot plat line of a plat entitled "Boundary Survey of Property Now Known as Wire Bender Farm" recorded among the aforesaid Land Records in Plat Book 15 at Page 69 the following course and distance:


16. North 04° 31' 32" West, 2101.81 feet to a point; thence binding with the fourth (4th) and fifth (5th) lines of a deed recorded among the aforementioned Land Records in Liber 1471 at Folio 570 the following two {2} courses:

17. North 84° 49' 31" West, 1365.16 feet to a point; thence

18. North 47° 23' 14" West, 625.85 feet to a point on the North 55°52' East, plat line of a plat entitled "Plat of Rosemont" recorded among the aforesaid Land Records in Plat Book STH1 at Page 95; thence binding with the southerly limits of Lots 50, 51, 52 and part of Lot 56 as shown on said plat:

19. South 50° 00' 32" West, 746.75 feet to a point; thence continuing with the southerly limits of Lots 49, 48, 47 and part of Lot 46 as shown on the aforesaid plat of Rosemont, the following course and distance:

20. South 49° 06' 33" West, 638.64 feet to a stone found; thence continuing with the southerly limits of Lots 46, 45, and 44 as shown on the aforesaid plat of Rosemont the following course and distance

21. South 44° 54' 46" West, 376.71 feet to a t-bar found  at the beginning of the 5th line of TRACT TWO, Parcel No. 1, as described in a confirmatory deed from Kay S. Cooper to Gary R. Cooper and Kay S. Cooper, dated July 11, 2007, and recorded among the Land Records of Frederick County, Maryland, in Liber 6696 at folio 235; said point also being at the southeasterly end of the northeasterly or North 42° 20' West, 1057.24 foot line of Lot No. 43 as shown on a plat of subdivision entitled "Plat of Rosemont" and recorded among the aforesaid Land Records in Plat Book 1 at Page 95; thence running with part of said deed line and plat line, and binding on the southwesterly outline of the property acquired by Darren P. Mullen from Darren P. Mullen and Kelly J.

Mullen, by a confirmatory deed dated August 10, 2006, and recorded among the aforesaid Land Records in Liber 6181 at folio 683; also binding on the southwesterly or South 42° 20' 36" East, 393.94 foot line of a plat entitled "Addition Plat, Chick's Addition to Frye" and recorded among the aforesaid Land Records in Plat Book 55 at Page 21, the following course and distance

22. North 47° 01' 50" West, 1004.17 feet, passing over a T-Bar and cap found at 662.95 feet, to a point distant South 47° 01' 50" East, 50.18 feet from a concrete monument found; thence running across TRACT TWO, Parcel No. 1, TRACT TWO, Parcel No. 2 and TRACT ONE, Parcel No. 2 as described in the said confirmatory deed recorded in Liber 6696 at folio 235; also running across Lot No. 37 through Lot No. 43 as shown on said "Plat of Rosemont" recorded in Plat Book 1 at Page 95; parallel to and 50 feet southeast of the northwesterly lines of Lot No. 37 through Lot No. 43, the following course and distance

23. South 38° 03' 44" West, 1134.72 feet to a point on the southwesterly outline of TRACT ONE, Parcel No. 2 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the southwesterly line of Lot No. 37 as shown on the aforesaid "Plat of Rosemont" recorded in Plat Book 1 at Page 95; said point also being distant South 47° 29' 11" East 50.15 feet from a concrete monument found; thence running with said southwesterly lines and binding on the northeasterly outline of the property acquired by Thomas W. Conner and Penny M. Spring, from Thomas W. Conner, Personal Representative of the Estate of Connie Jean Conner, Estate No. 41233, by a deed of distribution dated August 31, 2018, and recorded among the aforesaid Land Records in Liber 12608 at folio 458; also binding on the northeasterly outline of the property acquired by Kerry Lee Myers from Lucille Myers, by a deed dated February 11, 1998, and recorded among the aforesaid Land Records in Liber 2379 at folio 908; also binding on the northeasterly outline of the property acquired by Donald W. Roberson, Jr. and Caroline J. Roberson, from William F. Lee, III, Russell John Heino, William F. Lee, Jr., and Frances E. Lee, by a deed dated December 22, 2017, and recorded among the aforesaid Land Records in Liber 12210 at folio 139; also binding on the northeasterly outline of the property acquired by Susan M. Hill from Christopher Shannon and Janice Lynn Rice, by a deed dated August 7, 2015, and recorded among the aforesaid Land Records in Liber 10702 at folio 409; also binding on the northeasterly outline of the property acquired by Richard Nelson Grove, Jr. and Melody Ann Grove, from Jane M. Dean, by a deed dated June 1, 1972, and recorded among the aforesaid Land Records in Liber 879 at folio 84, the following course and distance

24. South 47° 29' 11" East, 849.36 feet to a rebar and cap marked "Corp No. 2" set at a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the 1st or South 49-3/4° West, 92 perch line as described in a deed from LeRoy B. Wenner to Willard F. Shafer and William G. Shafer, dated March 6, 1897, and recorded among the aforesaid Land Records in Liber JLJ 14 at folio 723; thence running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 1st deed line, and binding on the 2nd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance

25. South 45° 54' 43" East, 42.51 feet to a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being at the beginning of the 2nd or South 44° West, 13-8/10 perch line as described in the aforesaid Shafer deed recorded in Liber JLJ 14 at folio 723; thence running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 2nd deed line, and binding on the 3rd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance] *

26. South 38° 37' 59" West, 194.08 feet to a rebar and cap set at the beginning of the fourteenth line of the 1957 Town Charter; and running thence with all of said line

27. North 69° 36' 15" West, 1515.00 feet to a point; thence

28. North 57° 06' 15" West, 558.00 feet to a stone, thence

29. North 48° 06' 15" West, 337.00 feet to a stone in the southeast line of Maryland Route 17 (former Brunswick Road), thence crossing said Route 17 and the farm formerly owned by Daniel Shafer and now owned by Olive S. Long

30. North 59° 06' 15" West, 1,720.00 feet to a point, said point being on the eleventh (11th) or North 20° 15' East, 256.18 perch line as described in a conveyance from John A. Hope, Jr. and Lillie V. Hope to the Hope family limited partnership by deed dated December 29, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2068 at Folio 896, thence binding with part of said line as now surveyed:

31. North 18° 18' 45" East, 310.00 feet to a point, said point being on the southerly right-of-way limits of relocated Maryland Route 17 as delineated on State Roads Commission Right-of-Way Plat No. 24594, said point being 40.00 feet left of base line station 17+91.23 as delineated on the aforesaid plat, thence binding with the southerly limits of said Maryland Route 17 (as shown on Maryland State Road Plats 24595, 29405, 29406) the following thirteen (13) courses:

32. North 48° 16' 29" West, 483.77 feet to a point, thence

33. South 41° 43' 31" West, 60.00 feet to a point, thence

34. North 48° 16' 29" West, 175.00 feet to a point, thence

35. North 17° 18' 40" West, 116.62 feet to a point, thence

36. North 48° 16' 29" West, 925.00 feet to a point, thence

37. South 41° 43' 31" West, 50.00 feet to a point, thence

38. North 48° 16' 29" West, 225.00 feet to a point, thence

39. North 34° 14' 19" West, 206.16 feet to a point, thence

40. North 48° 16' 29" West, 400.00 feet to a point, thence

41. North 64° 58' 27" West, 52.20 feet to a point, thence

42. North 39° 44' 38" West, 101.12 feet to a point, thence

43. North 48° 16' 29" West, 269.21 feet to a point on the right of way limits of Maryland State Route 17, said point being 40.00 feet left of baseline station 47+19.21 as delineated on State Roads Commission Right-of-Way Plat Number 29406, continuing thence with said right-of way limits

44. 797.14 feet along the arc of a curve deflecting to the right, having a radius of 1,949.86 feet and a chord bearing and length of North 36° 33' 47" West, 791.60 feet to a point, said point being 40.00 feet left of baseline station 55+00.00 as delineated on State Roads Commission Right-of-Way Plat Number 29406, thence continuing with said right-of way limits and with all of lines twelve, thirteen and part of line 14 of Parcel 2 as delineated on SRC Plat Number 29445 the following three (3) courses and distances

45. North 28° 22' 35" West, 102.71 feet to a point, thence

46. North 13° 18' 55" West, 51.67 feet to a point, thence

47. North 78° 47' 51" West, 66.50 feet to a point on the easterly right-of-way limits of Maryland State Route 180 as shown on said SRC Plat Number 35592, thence with said right-of-way limits the following two (2) courses and distances:
48. South 50° 39' 16" West, 452.47 feet to a point, thence
49. North 39° 20' 44" West, 32.73 feet to a point, said point being in or near the centerline of Jefferson Pike (Maryland Route 180), thence binding with said Jefferson Pike in or near the said centerline, thence
50. South 43° 55' 28" West, 436.29 feet to a point, thence
51. South 43° 37' 02" West, 2,051.86 feet to a point, thence leaving said centerline of Jefferson Pike
52. South 47° 01' 58" East, 32.61 feet to a concrete monument found, said point being the northeast front corner of Lot 1, Section 1 as delineated on a plat entitled "Combined Preliminary/Final Plat, Enfield Division" and recorded among the Land Records of Frederick County, Maryland in plat book 20 at page 112, thence binding with the westerly platted limits of said Lot 1
53. South 43° 32' 29" West, 220.82 feet to a point, thence
54. North 61° 56' 42" West, 34.15 feet to a point, said point being in or near the centerline of the aforesaid Jefferson Pike, thence binding with said Jefferson Pike in or near the centerline
55. South 43° 37' 02" West, 119.28 feet to a point, thence
56. South 41° 12' 19" West, 720.69 feet to a point at the end of the first (1st) or North 21° East, 31 perch line of "Part First" of a deed recorded in Liber WIP 9 at Folio 633, thence with part of said first line reversed
57. South 23° 37' 42" West, 27.69 feet to a point at the beginning of the first (1st) or South 63° West, 16.02 perch line of "Part Second" of said deed recorded in Liber WIP 9 at Folio 633, thence with all of said first line
58. South 60° 10' 32" West, 277.32 feet to a point on the east side of the aforesaid Jefferson Pike at the end of the third (3rd) or North 72° East, 12.68 perch line of "Part Third" of said deed recorded in Liber WIP 9 at Folio 633, and running thence with the east side of said Jefferson Pike and with all of said third (3rd) line reversed
59. South 69° 00' 32" West, 209.22 feet to a point, thence continuing with all of the second (2nd) line of said "Part Third" and with all of the North 44° 28' 54" East, 313.78 foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records as now surveyed
60. South 48° 29' 28" East, 330.00 feet to a planted stone found, thence continuing with the outline of said Farm Lot 4 and with all of the fifth (5th) or North 14-1/2° East, 61.05 perch line as described in Liber JLJ 5, Folio 427, reversed
61. South 10° 54' 02" West, 1019.32 feet to a planted stone found, thence still continuing with the outline of said Farm Lot 4 and with part of the fourth line as described in Liber JLJ 5, Folio 427
62. South 61° 35' 58" East, 426.24 feet to a T-bar found at the northerly end of the South 14° 03' 33" West, 268.80 foot plat line of an addition plat entitled "Herb's Corporation Addition to E. F. Brylawski" recorded among the aforesaid Land Records in Plat Book 32 as Plat Number 150, and running thence with all of said plat line and with part of the South 14° 03' 33" West, 1753.92 foot plat line of said Farm Lot 4, passing over a rebar found at a distance of 268.85 feet

63. South 10° 04' 58" West, 1553.89 feet to a point, thence
64. South 64° 21' 58" East, 196.38 feet to a point, thence
65. South. 60° 21' 58" East, 80.65 feet to a point, thence
66. South 64° 21' 58" East, 349.55 feet to a point, thence
67. South 64° 51' 06" East, 642.73 feet to a point, thence
68. South 68° 20' 38" East, 625.36 feet to a point, thence
69. South 70° 56' 00" East, 835.73 feet to a point, thence
70. South 18° 51' 54" West, 16.68 feet to a concrete monument found on the East side of a 14' alley as delineated on a subdivision record plat entitled "Brunswick Industrial Company's Addition to the Town of Brunswick" and recorded among the Land Records of Frederick County, Maryland in plat book STH 276 at plat 186, thence binding with said East side of said alley
71. South 18° 51' 54" West, 464.71 feet to a concrete monument found on the North side of Route 478 (Potomac Street also the road leading from Knoxville to Brunswick) thence
72. South 18° 51' 54" West, and continuing the same until it intersects the Maryland State Line; thence southeasterly, binding on the Maryland State Line until it intersects a line drawn South 24° 51' 15" East, from the beginning; and thence reversing the said line so drawn and binding thereon,
73. North 24° 51' 15" West, to the place of beginning.

ATTORNEY'S CERTIFICATION

This document has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Supreme
DAS



David A. Severn

AMENDED AND RESTATED
ANNEXATION AGREEMENT
COOPER FARM PROPERTY

This Amended and Restated Annexation Agreement (referred to as "this Agreement") is made this 25th day of February, 2025, by and between GARY R. COOPER and KAY S. COOPER (also known of record as W. Kay Cooper), residing at 3637 Petersville Road, Knoxville, Maryland 21758 (referred to as "Petitioners"), BRUNSWICK-NATELLI LLC, a Maryland limited liability company, having its principal office at 506 Main Street, Suite 300, Gaithersburg, Maryland 20878 (referred to as "Developer"), and the MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland, having its principal office at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (referred to sometimes as "the City").

RECITALS

WHEREAS, Petitioners and the City entered into that certain Annexation Agreement dated May 27, 2008, and recorded among the Land Records of Frederick County, Maryland (the "Land Records") in Liber 7121, Folio 627 (hereinafter, the "Original Annexation Agreement") in connection with the annexation into the City's municipal boundaries of 126.21549 acres of land, more or less, located on Tax Map 92, Parcel 90, and situated on the North and East sides of Souder Road/Point of Rocks Road (referred to as "MD 464"), the Western border of the Galyn Manor Subdivision and Southeast of the Town of Rosemont, in the Brunswick Election District, Frederick County, Maryland (referred to as the "Original Annexation Property") and the de-annexation of certain of the "panhandle" portion of a previous annexation now known as the Galyn Manor development so as to eliminate the creation of an enclave by the annexation of the Original Annexation Property; and

WHEREAS, a Petition of Annexation (referred to as the "Petition for Annexation") has been filed by Petitioners and Developer and presented to the Mayor and Council of Brunswick formally requesting the annexation of 23.98265 acres of land, more or less, adjacent to the Original Annexation Parcel being portions of the real property identified on Tax Map 92D, as Parcels 121 and 315, and situated in the Brunswick Election District, Frederick County, Maryland, South of the Town of Rosemont, Northeast of MD 464, and Northwest of the Galyn Manor Subdivision

(referred to as the "New Annexation Property") into the corporate boundaries of the City of Brunswick and a Resolution to Annex the New Annexation Property was introduced by the Mayor, as the presiding officer of the City, to the Council of the City on May 14, 2024 (referred to as the "2024 Annexation Resolution"); and

WHEREAS, a public hearing on the 2024 Annexation Resolution was held by the Mayor and Council of Brunswick on February 11, 2025, after having been properly advertised for four (4) consecutive weeks on the City of Brunswick's official webpage and social media page, with the last such advertisement appearing no less than fifteen (15) days prior to the date of said public hearing; and

WHEREAS, the City desires to have the New Annexation Property annexed into the corporate limits of the City of Brunswick and for it to be developed together with and as part of the Original Annexation Property (the New Annexation Property and the Original Annexation Property being hereinafter referred to together at times as the "Cooper Farm Property"), as an age-restricted residential subdivision classified and designated R-1 Residential Zoning, as hereinafter provided; and

WHEREAS, the parties desire to set forth the terms, conditions and agreements relating to the annexation of the New Annexation Property into the corporate boundaries of the City of Brunswick and the terms, conditions and agreements upon which the Cooper Farm Property shall be henceforth developed in an enforceable contract pursuant to this Agreement; and

WHEREAS, the consideration for this Agreement and the obligations of payment, performance and forbearance undertaken by the Petitioners and Developer, consists of the discretionary election by the City to enlarge the corporate boundaries of the City of Brunswick to include the Cooper Farm Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the parties amend and restate the Original Annexation Agreement by replacing the Original Annexation Agreement, in its entirety, with this Agreement, which shall be effective for all purposes as of dated set forth hereinabove as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof as if fully set forth herein.

2. ZONING. Concurrent with the adoption of the Annexation Resolution approving the annexation of the New Annexation Property, the City, pursuant to Petitioners' and Developer's request, shall classify the entire Cooper Farm Property in the City as R-1 Low Density Residential.

3. NO VESTED RIGHTS. No vested rights are established by this Agreement with respect to the City of Brunswick Zoning Ordinance ("referred to as "Zoning Ordinance") or other land use ordinances and regulations of the City.

4. DEVELOPMENT OF COOPER FARM PROPERTY.

(a) Upon zoning, the Cooper Farm Property may develop in accordance with its zoning classification and designation as R-1 Low Density Residential. The Petitioners shall submit a request for Phase I PUD overlay pursuant to all of the requirements of the PUD overlay development under the Zoning Ordinance following the Annexation Resolution approval process; provided however, that the density of residential dwelling units on the Cooper Farm Property shall be limited to five hundred fifty (550) residential dwelling units of varying lot sizes, all of which shall be age-restricted in accordance with the provisions of paragraph 4(b) of this Agreement (referred to as the "Proposed Development"). The Proposed Development shall include a mix of housing types to maximize density and conserve green space; shall optimize walkability, bicycle and vehicular connectivity; and shall create courtyard spaces for gathering (small and large).

(b) Petitioners and Developer agree that all residential dwelling units constructed upon the Cooper Farm Property shall be for age-restricted (> 55 years old) uses and dwellings only, meeting or exceeding the criteria established in 42 U.S.C. §3607 (Fair Housing) relating to housing for older persons, together with the applicable rules, regulations, judicial and administrative interpretation thereof, and that, for purposes of clarification and enforcement, these age-restricted housing restrictions satisfactory to the City shall be included in appropriate covenants and restrictions applicable to the Cooper Farm Property prohibiting occupancy of the age-restricted dwellings by persons under the age of 18 years to the extent permitted by applicable law, which covenants and restrictions shall apply to the Cooper Farm Property and be recorded among the Land Records of Frederick County, Maryland.

(c) Petitioners and Developer agree that the Proposed Development shall be subject to architectural review and approval by the City of Brunswick Planning Commission and

shall incorporate a timely development phasing schedule (for residential units and public and private infrastructure) as defined in a Multi-year Water and Sewer Service Agreement to be entered into between the developer of the Cooper Farm Property and the City (the "Water/Wastewater Service Agreement"). The Water/Wastewater Service Agreement shall be entered into as part of the PUD Phase II review of the Proposed Development, shall allocate available water/wastewater capacity, connections or tap service for the Proposed Development, and shall establish water and wastewater capacity fees which shall be paid at the rate of \$13,597 per unit ($550 \times 13,597 = \$7,478,350$), of which 75 taps or \$1,019,775.00 shall be purchased within 90 days of the issuance of the first sediment control/grading permit for development of the Cooper Farm Property. An additional 150 taps or \$2,039,550.00 shall be purchased at the time of recordation of the first plat containing building lots for the Proposed Development. The remaining balance of taps (up to 325) will be paid at the time of zoning certificates for each dwelling. This paragraph does not guarantee or reserve capacity. The customary rules and regulations applicable to water/wastewater allocation shall apply at the time the parties enter into the Water/Wastewater Service Agreement.

(d) The Developer agrees to contribute \$35,000.00, to be paid at the time of recording the first subdivision plat for the Proposed Development, to assist the City in preparation of a "small area eastern gateway plan" which illustrates utility and road improvements (to include, but not be limited to, alignment of entrances, internal connectivity and access easements, sidewalk connections, pedestrian movement through and around intersections, turn lanes etc.), including water, sewer and traffic adequacy. The Developer agrees to use commercially reasonable efforts to locate water and wastewater lines within the Cooper Farm Property within a utility easement rather than in State Highway Administration right of way. Corridor improvements (planting and fencing) shall be considered. Limitations to protect the viewshed should be considered as well as full architectural review. The Developer agrees to explore including the concept of creating a gathering place open to the general public within the Proposed Development. As part of the Proposed Development, Developer agrees to locate, design and construct a "Welcome to Brunswick" sign along Md Rte. 464, subject to requisite review and approval by the City as part of the related plan approvals for the Proposed Development.

(e) All Decorative Street lights must be Potomac Edison approved acorn style LED lights for Potomac Edison or HOA acceptance of utility bill and maintenance upon transfer.

(f) The Developer agrees to explore trail connections into and through Galyn Manor to points east, with any offsite trails to be at the expense of others and dependent on available rights-of-way and easements. The Developer agrees to explore the potential expansion of the existing pump station located at Galyn Manor, in order to accommodate gravity flow of wastewater to the existing pump station. The Town agrees to cooperate with Developer to utilize the existing pump station, force mains and sewer outfalls to the extent reasonably possible as part of the Phase III Preliminary Plan process.

(g) The Proposed Development shall contain amenities sufficient to meet the City's code requirements, will be responsive to the active adult market amenity needs, and shall include bike parking. The Developer agrees to evaluate the possibility of providing indoor or covered pickleball courts and trail network connections with the amenities of the development in the context of the total amenity program planned for the Proposed Development as a part of the Phase III Preliminary Plan process.

5. MORATORIUM. The City reserves the absolute right to impose a moratorium on development of the Cooper Farm Property in accordance with Maryland and Federal law, in the event such action may become necessary or desirable in the reasonable judgment of the Mayor and Council of Brunswick, in order to protect the health, safety and public welfare of the residents of the City of Brunswick.

6. PARK SITE. The Petitioners and Developer agree to transfer and convey to the City good and marketable fee simple title to a parcel of land, containing no less than ten (10) acres to be utilized as a public neighborhood park for active use at a location acceptable to Petitioners and Developer and the City. Petitioners and Developer agree to transfer and convey the park parcel to the City, upon the City's request, following recordation of the first subdivision plat adjacent to the area in which the park parcel is located; provided that the park site may be utilized to provide for Forest Resource Ordinance (FRO) plantings, Stormwater Management (SWM) facilities, open space and other regulatory requirements for the Proposed Development. The Developer agrees to work with Frederick County Public Schools to seek to have the property located between Galyn Manor and the Cooper Farm Property, Tax ID 25-490630, currently owned by Board of Education of Frederick County and containing 7.52 acres, transferred back to the City. Developer agrees to

make good faith efforts to cause the transfer to occur by no later than at the recordation of the 300th lot, subject to the cooperation of the Board of Education of Frederick County. Should the Developer contribute financially to purchase the BOE site the City agrees to credit those amounts against service, recreation, police and municipal impact fees in proportionate amounts.

7. LAND TRANSFER. The Petitioners and Developer agree to transfer and convey to the City good and marketable fee simple title to a parcel of land, containing approximately four (4) acres to be utilized as a public neighborhood senior/community center and recreation area (Center) for active use at a location acceptable to Petitioners and Developer and the City. Petitioners and Developer agree to transfer and convey the parcel to the City, following recordation of the first subdivision plat adjacent to the area in which the Center parcel is located. The Petitioners and Developer agree to include the Center parcel in all the pre and post development calculations for Forest Resource Ordinance (FRO) plantings, Stormwater Management (SWM) facilities, open space, grading and other regulatory requirements for the Proposed Development. The proportional cost of the impacts borne by Developer, which are attributable to the development of the Center, shall be documented and reimbursed to Developer at such time as construction of the Center commences. The preferred location for the Center is the northeast corner of the development adjacent to the property located between Galyn Manor and the Cooper Farm Property, Tax ID 25-490630, currently owned by Board of Education of Frederick County and containing 7.52 acres.

8. MD RTE 464 FRONTAGE IMPROVEMENTS. Petitioners and Developer hereby acknowledge that the Proposed Development shall require improvements to MD 464 (Souder Road and Point of Rocks Road) along the frontage of the Cooper Farm Property to accommodate access to the property and may require improvements to the intersection of MD 464 and Point of Rocks Road. The scope of and requirements for said frontage and/or intersection improvements shall be determined at the time of preliminary plan review for the Proposed Development and following testing required under the City's Adequate Public Facilities Ordinance. The Developer agrees to enter into an agreement with Brunswick Crossing LLC. to provide all the required right of way to complete road improvements at the intersection 9th Ave., Souder Rd., Md Rte. 464 and Cummings Dr. and coordinate improvements for the Proposed Development accordingly. The Developer shall design and construct improvements north of and along Md Rte. 464 and Souder Road to provide

public pedestrian/bicycle connectivity. The Developer shall work with the City and State Highway Administration to identify improvements to the Souder Road/2nd Avenue intersection that will improve bicycle and pedestrian crossings and, if all necessary right-of-way and easements are secured by the City and/or SHA, either construct the improvements or contribute to the future construction of the improvements by paying a per unit fee-in-lieu at the time of building permits, with the total cost of improvements not to exceed \$150,000 as a condition of the Phase III Preliminary Plan process.

9. ADEQUATE PUBLIC FACILITIES.

(a) Petitioners and Developer acknowledge that the Proposed Development is subject to the City's Adequate Public Facilities Ordinance ("APFO") to ensure that public roads and water and sewer facilities are available and adequate to serve the proposed development of the Cooper Farm Property. All APFO requirements will be met and approved during Phase 2 and Phase 3 Preliminary Plan process. The multi-year tap agreement shall cap the total number of building permits at 100 per year. Unused totals in a given year may be rolled to later years. A final determination regarding public facilities adequacy for the Proposed Development will occur at the time of its PUD Phase II review or no later than the time period set forth in Section 1.9 of the APFO, and at the time of the preliminary plan or site plan review for the Proposed Development. The City, at no cost to it, agrees that it will cooperate with the Petitioners and Developer in order for the Petitioners and Developer to secure and construct the off-site public facilities necessary to accommodate the Proposed Development so that the Proposed Development may satisfy the APFO.

(b) If adequate water and wastewater capacity are not available to the Cooper Farm Property at the time of the review of the Proposed Development, the Water/Wastewater Service Agreement shall identify and require the acquisition of off-site public utility easements and/or rights-of-way and the design and construction of the improvements in order to extend public water and wastewater service to the Proposed Development all at Petitioners or Developer's expense. A 250,000-gallon Elevated Water Storage Tank will be reviewed and included as part of any Water/Wastewater Service Agreement for the Proposed Development. In addition, the "Construction of improvements and Public Works Agreement" section of the Water/Wastewater

Service Agreement shall set forth in detail the responsibilities of the City and Petitioners or Developer, if any, in the acquisition of off-site public utility easements and/or rights-of-way and design and construction of the necessary water and wastewater improvements to serve the Cooper Farm Property. Any approvals for water and sewer service to the Cooper Farm Property that are required from Frederick County shall be the responsibility of the Petitioners or Developer to obtain, at its expense although City agrees to reasonably cooperate with Petitioners and Developer to obtain such approval.

10. PROPERTY TAXES. Pursuant to Section 8-209 et seq., of the Tax Property Article of the Annotated Code of Maryland, the City agrees to accept the assessment from the Maryland State Department of Assessments and Taxation of the Cooper Farm Property as residential land for all portions of the Cooper Farm Property for which no subdivision plats have been recorded. This shall be further defined at the time of any subdivision review for the Proposed Development through a phasing plan.

11. BINDING EFFECT AND SEVERABILITY. This Agreement and all terms, restrictions and conditions contained herein shall run with the land and be binding upon the parties hereto, their respective heirs, personal representatives, successors, grantees and assigns. Any amendment or modification to the Agreement shall be in writing, executed by the respective parties or their successors, grantees or assigns; provided, however, should any successors, grantees or assigns be a property owner/member of a condominium regime or incorporated homes or homeowners association governed by Title 11 or Title 11B, Real Property Article of the Annotated Code of Maryland, the governing board of directors or governing body thereof shall have the authority to and shall sign for and on behalf of individual property owners/members thereof with respect to any modification or amendment to this Agreement. This provision shall supersede any provision to the contrary contained in any document governing actions of a condominium regime or incorporated homes or homeowners association. If any provision of this Agreement, or any amendment hereto, shall be determined by a final, un-appealable order of any court of competent jurisdiction, to be invalid or unenforceable, such judicial determination shall not affect the remaining provisions of this Agreement, or of any amendment hereto, all of which are conclusively deemed and intended by the parties to be severable.

12. MEDIATION OF DISPUTES. In the event a dispute arises between parties to this Agreement, the City, if it so elects, may refer the matter to non-binding mediation, and in such event, agrees to participate in mediation in good faith. The manner of selection of a mediator or panel of mediators shall be by consensus of the parties, or, in the absence of such consensus, shall be determined by the Mayor and Council. No mediator shall have a conflict of interest or partiality with respect of any of the parties to the dispute. The mediator or mediators must be chosen from the legal profession and shall have completed a course of training in mediation. The cost of mediation shall be borne by the Petitioners or Developer, as applicable.

13. ATTORNEYS FEES. In the event any action is commenced by the City against any party to this Agreement, or by any third party with regard to the validity, interpretation or enforcement of any provision of this Agreement, the City shall be entitled to reimbursement from the Petitioners and/or Developer (as applicable) of its reasonable attorney's fees, together with all of its litigation expenses and court costs incurred in any such proceeding, including such fees and expenses relating thereto which are incurred prior to commencement of suit. This provision shall apply to both trial and appellate proceedings, any judgment may be entered for such fee, litigation expenses and costs in the same action, or in one or more separate actions brought for that purpose.

14. NON-LIABILITY FOR DAMAGES. The Mayor and Council of Brunswick, and any elected or appointed official, employee, agent or contractor of the City, shall not be liable in any action arising from or relating to the subject matter of this Agreement, for any consequential damages.

15. CONFESSED JUDGMENT. With regard to any liquidated sum which may be due and payable to the City hereunder, in the event of an uncured default in timely payment thereof (after notice of default from the City), the Petitioners and Developer authorize the City, any attorney of record, or the clerk of any court, to confess judgment against it or them, from time to time, for such monetary sums as may then be in default under this Agreement, together with attorney's fees in the amount of fifteen (15%) percent of the amount so confessed, and court costs.

16. ASSIGNMENT. No assignment of this Agreement or of any right or obligation hereunder, shall be permitted or effective as to the Petitioners and Developer, unless the same shall have been approved in writing by the City, which approval shall not be unreasonably withheld.

17. INDEMNIFICATION. Petitioners and Developer agree to indemnify and hold harmless the City and the Mayor and Council of Brunswick, its elected and appointed officials, employees, agents and contractors, from and against any claims, causes of action, liability, damages and judgments, including reasonable attorney's fees, litigation and court costs incurred in defense, incurred by the City and/or its elected and appointed officials, employees, agents and contractors, in any action arising directly or indirectly from the annexation of the Cooper Farm Property, or from this Agreement, or any suit, administrative proceeding or other legal action initiated by any third party against the City and/or its elected and appointed officials, employees, agents and contractors, with respect to this Agreement or the Proposed Development of the Cooper Farm Property.

18. EFFECTIVE DATE. This Agreement shall be in full force and effect on the effective date of the Annexation Resolution for the New Annexation Property (referred to as the "Effective Date" of this Agreement). If said Annexation Resolution does not become effective for any reason, this Agreement shall be null and void and the Original Annexation Agreement shall remain in full force and effect.

19. DEFAULT AND SPECIFIC PERFORMANCE. In the event of any default in the payment or performance of any obligation created in this Agreement, or any amendment hereto, both parties hereto shall have all of the rights and remedies available at law or in equity in the enforcement of this Agreement including but not limited to (if available to that party) the remedy of specific performance. It is agreed that the party claiming a default hereunder will provide the other party with reasonable notice of a claimed default and a reasonable opportunity for the notified party to correct and cure such claimed default before undertaking its default rights and remedies hereunder. The remedies provided hereunder are cumulative and not exclusive. The parties hereto consent to the jurisdiction of the courts of Maryland in Frederick County, and with respect to actions in Federal court, to the Frederick courts sitting in Maryland. The parties hereto waive the right to trial by jury.

20. PETITIONERS/DEVELOPER TO PAY EXPENSES. Petitioners and/or Developer shall pay all of the City's expenses incurred in the consideration and adoption of the Annexation Resolution for the New Annexation Property, including, but not limited to, legal fees, consulting fees, the amendment of the zoning map of the City, the amendment of the description

of the municipal boundary of the City of Brunswick as set forth in the Charter, and any required costs of advertising the Annexation Resolution for the New Annexation Property.

21. TERM OF AGREEMENT. The "Term" of this Agreement shall be thirty (30) years, commencing on the Effective Date, and continuing until the issuance of a final use and occupancy permit with respect to the last lot improvement to be constructed on the Cooper Farm Property in accordance with the Proposed Development as approved by the City, or, unless extended in the discretion of the City, the expiration of the 30-year term, which shall first occur.

22. GENERAL. This Agreement shall be governed by, interpreted and construed under the laws of the State of Maryland in accordance with its fair and reasonable meaning and without regard to the identity of the author. Each person whose name appears below on the signature lines certifies, in signing this Agreement, that he or she is duly authorized to execute this Agreement in the representative capacity indicated. This Agreement may be recorded among the Land Records of Frederick County, Maryland.

[SIGNATURE PAGES FOLLOW]

WITNESS:

Ben R. Dell

Ben R. Dell

Gary R. Cooper
GARY R. COOPER

Kay S. Cooper
KAY S. COOPER

PETITIONERS

WITNESS:

Thomas A. Natelli

BRUNSWICK-NATELLI, LLC

By: T. A. Natelli
Thomas A. Natelli,
General Manager

DEVELOPER

WITNESS/ATTEST:

MAYOR AND COUNCIL OF
BRUNSWICK, a municipal
corporation of the State of Maryland

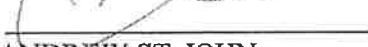
Carrie A. Myers

By: 
NATHAN BROWN, MAYOR

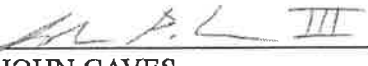
Carrie A. Myers

By: 
BRIAN SANDUSKY, MAYOR
PRO TEM


Carrie A. Myers

By: 
ANDREW ST. JOHN,
COUNCILMAN

Carrie A. Myers

By: 
JOHN CAVES,
COUNCILMAN

Carrie A. Myers

By: 
ANGEL WHITE,
COUNCILWOMAN

Carrie A. Myers


By: 
DANIEL YOCHELSON,
COUNCILMAN

Carrie A. Myers

By: 
ERIC SMOTHERS,
COUNCILMAN

ATTORNEY'S CERTIFICATE

This document has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Supreme Court of Maryland.



Bruce N. Dean, Esquire

LR - Government
Instrument 0.00
Agency Name: brunswick
city
Instrument List:
Agreement / Easement
Describe Other:
resolution 2025-04
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Total: 0.00
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Frederick
County/CC06.01.03 ..
Register 03



DOCUMENT VALIDATION

(excluded from page count)

CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON
100 WEST PATRICK STREET
FREDERICK, MD 21701

LAND RECORDING/LICENSING
301-600-1965



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

CITY OF BRUNSWICK, MARYLAND

[Amended Charter Boundary resolution 2025-03 and 2025-04 approved 02-25-25,
effective 04-11-25]

Section 104 Description of Corporate Boundaries

The limits of said town of Brunswick begin at a stone planted at the northeast corner of a culvert under the Chesapeake and Ohio Canal, said place of beginning being at the end of the thirteenth line of a tract of land conveyed to the Real Estate and Improvement Company at Baltimore City by Mary Gertrude Orrison, by deed dated December seventh, eighteen hundred and eighty-nine and recorded among the Land Records of Frederick County, in Liber W.I.P. number nine, folio five hundred and eighty-six, etc., and running thence with and binding reversely on the lines of the above mentioned conveyance in the Maryland State Plane NAD 83/91 Datum the following courses and distances, to wit:

1. North 17°38'45" East, 651.75 feet to a stone, thence
2. North 01°21'15" West, 660.00 feet to a stone, thence
3. North 02°21'15" West, 173.25 feet to a stone, thence
4. North 12°08'45" East, 2,128.50 feet to a stone, planted in the center of a lane leading to the property owned by John Frazier, said stone being also planted at the corner of said Frazier's property, thence with the center of said lane
5. North 41°51'15" West, 1,089.00 feet to a stone, planted in the road leading from Parker's Mill to the City of Brunswick, thence with said road
6. North 30°23'45" East, 115.50 feet to a stone, thence
7. North 68°36'15" West, 95.70 feet to a stone, thence
8. North 70°36'15" West, 316.80 feet to a stone, thence
9. North 31° 51' 15" West, 610.46 feet to a P.K. nail set at the westerly end of the North 58° 50' 22" East, 249.10 foot plat line of the area dedicated to public use and as shown as Line Number 2 on a plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158, said point also being on the centerline of Maryland Route 464; thence leaving the ninth (9th) line of the limits of the City of Brunswick as described in the 1957 Town Charter and running with all of said line along the centerline of said Maryland Route 464 and with the lands of John H. Kelly as described by a deed dated August 27, 1976 and recorded among the aforementioned Land Records in Liber 997 at folio 662
10. North 52° 58' 58" East, 249.58 feet to a P.K. nail set; thence continuing with the said dedication area as shown on the aforementioned plat and with the lands of said John H. Kelly
11. South 36° 30' 18" East, 40.00 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of Lot 2, Section 2 as shown on a plat entitled "Combined Preliminary/Final Plat, Lots 1, 2, and 3, Section 2, Biser's Overlook" and recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to L.K. and T.O. Murray by a deed recorded in Liber 1576 at Folio 276 among the aforementioned Land Records, with part of the lands conveyed to Roland M. and Evelyn L. Biser in a deed recorded in Liber 1875 at

- Folio 578, and with the northerly line of Lot 3, Section 2 as shown on a said plat recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to G. L. and R. L. Grams by a deed recorded in Liber 1576 at Folio 281 among the aforementioned Land Records
12. North 52° 58' 58" East, 624.89 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat recorded in Plat Book 41 as Page 51 and with the lands conveyed to J. F and R. M. Gordon by a deed recorded in Liber 817 at Folio 392 among the aforementioned Land Records
 13. North 36° 32' 54" West, 40.00 feet to a P.K. nail set on the centerline of Maryland Route 464; thence along the centerline of said Maryland Route 464, continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of aforementioned lands conveyed to J. F and R. M. Gordon, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 491 at Folio 493, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 651 at Folio 45, and with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753 among the aforementioned Land Records
 14. North 52° 58' 58" East, 255.14 feet to a P.K. nail set; thence continuing with the said centerline, with the dedication area as shown on the aforementioned plat, with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753, and with the lands conveyed to R. E. Wheeler by a deed recorded in Liber 1596 at Folio 153 among the aforementioned Land Records
 15. 457.80 feet along the arc of a curve deflecting to the right, having a radius of 1269.28 feet (chord: North 63° 18' 55" East, 455.33 feet) to a P.K. nail set; thence with all of Line Number 3 of said dedication area as shown on the aforementioned plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158 as shown on the aforementioned plat, leaving said Maryland Route 464 and binding with the first (1st) or North 03°45' West, 435.6 foot line of a deed recorded among the Land Records of Frederick County, Maryland in Liber 703 at folio 283, with the ninth (9th) line or south 03°52'19" East, 525.25 foot line of a deed recorded among the aforesaid Land Records in Liber 2221 at Folio 406 and with the North 02°56'00" West, 1142.81 foot plat line of a plat entitled "Boundary Survey of Property Now Known as Wire Bender Farm" recorded among the aforesaid Land Records in plat book 15 at page 69 the following course and distance:
 16. North 04° 31' 32" West, 2101.81 feet to a point; thence binding with the fourth (4th) and fifth (5th) lines of a deed recorded among the aforementioned Land Records in Liber 1471 at Folio 570 the following two (2) courses:
 17. North 84° 49' 31" West, 1365.16 feet to a point; thence
 18. North 47° 23' 14" West, 625.85 feet to a point on the North 55°52' East, plat line of a plat entitled "Plat of Rosemont" recorded among the aforesaid Land Records in Plat Book STH1 at Page 95; thence binding with the southerly limits of Lots 50, 51, 52 and part of Lot 56 as shown on said plat:
 19. South 50° 00' 32" West, 746.75 feet to a point; thence continuing with the southerly limits of Lots 49, 48, 47 and part of Lot 46 as shown on the aforesaid plat of Rosemont, the following course and distance:
 20. South 49° 06' 33" West, 638.64 feet to a stone found; thence continuing with the southerly limits of Lots 46, 45, and 44 as shown on the aforesaid plat of Rosemont the following course and distance
 21. South 44° 54' 46" West, 376.71 feet to a t-bar found **at the beginning of the 5th line of TRACT TWO, Parcel No. 1, as described in a confirmatory deed from Kay S. Cooper**

to Gary R. Cooper and Kay S. Cooper, dated July 11, 2007, and recorded among the Land Records of Frederick County, Maryland, in Liber 6696 at folio 235; said point also being at the southeasterly end of the northeasterly or North 42° 20' West, 1057.24 foot line of Lot No. 43 as shown on a plat of subdivision entitled "Plat of Rosemont" and recorded among the aforesaid Land Records in Plat Book 1 at Page 95; thence running with part of said deed line and plat line, and binding on the southwesterly outline of the property acquired by Darren P. Mullen from Darren P. Mullen and Kelly J. Mullen, by a confirmatory deed dated August 10, 2006, and recorded among the aforesaid Land Records in Liber 6181 at folio 683; also binding on the southwesterly or South 42° 20' 36" East, 393.94 foot line of a plat entitled "Addition Plat, Chick's Addition to Frye" and recorded among the aforesaid Land Records in Plat Book 55 at Page 21, the following course and distance

22. North 47° 01' 50" West, 1004.17 feet, passing over a T-Bar and cap found at 662.95 feet, to a point distant South 47° 01' 50" East, 50.18 feet from a concrete monument found; thence running across TRACT TWO, Parcel No. 1, TRACT TWO, Parcel No. 2 and TRACT ONE, Parcel No. 2 as described in the said confirmatory deed recorded in Liber 6696 at folio 235; also running across Lot No. 37 through Lot No. 43 as shown on said "Plat of Rosemont" recorded in Plat Book 1 at Page 95; parallel to and 50 feet southeast of the northwesterly lines of Lot No. 37 through Lot No. 43, the following course and distance
23. South 38° 03' 44" West, 1134.72 feet to a point on the southwesterly outline of TRACT ONE, Parcel No. 2 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the southwesterly line of Lot No. 37 as shown on the aforesaid "Plat of Rosemont" recorded in Plat Book 1 at Page 95; said point also being distant South 47° 29' 11" East 50.15 feet from a concrete monument found; thence running with said southwesterly lines and binding on the northeasterly outline of the property acquired by Thomas W. Conner and Penny M. Spring, from Thomas W. Conner, Personal Representative of the Estate of Connie Jean Conner, Estate No. 41233, by a deed of distribution dated August 31, 2018, and recorded among the aforesaid Land Records in Liber 12608 at folio 458; also binding on the northeasterly outline of the property acquired by Kerry Lee Myers from Lucille Myers, by a deed dated February 11, 1998, and recorded among the aforesaid Land Records in Liber 2379 at folio 908; also binding on the northeasterly outline of the property acquired by Donald W. Roberson, Jr. and Caroline J. Roberson, from William F. Lee, III, Russell John Heino, William F. Lee, Jr., and Frances E. Lee, by a deed dated December 22, 2017, and recorded among the aforesaid Land Records in Liber 12210 at folio 139; also binding on the northeasterly outline of the property acquired by Susan M. Hill from Christopher Shannon and Janice Lynn Rice, by a deed dated August 7, 2015, and recorded among the aforesaid Land Records in Liber 10702 at folio 409; also binding on the northeasterly outline of the property acquired by Richard Nelson Grove, Jr. and Melody Ann Grove, from Jane M. Dean, by a deed dated June 1, 1972, and recorded among the aforesaid Land Records in Liber 879 at folio 84, the following course and distance
24. South 47° 29' 11" East, 849.36 feet to a rebar and cap marked "Corp No. 2" set at a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the 1st or South 49-3/4° West, 92 perch line as described in a deed from LeRoy B. Wenner to Willard F. Shafer and William G. Shafer, dated March 6, 1897, and recorded among the aforesaid Land Records in Liber JLJ 14 at folio 723; thence

running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 1st deed line, and binding on the 2nd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance

25. South 45° 54' 43" East, 42.51 feet to a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being at the beginning of the 2nd or South 44° West, 13-8/10 perch line as described in the aforesaid Shafer deed recorded in Liber JLJ 14 at folio 723; thence running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 2nd deed line, and binding on the 3rd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance (Cooper 2025-04)
26. South 38° 37' 59" West, 194.08 feet to a rebar and cap set at the beginning of the fourteenth line of the 1957 Town Charter; and running thence with all of said line
27. North 69° 36' 15" West, 1515.00 feet to a point; thence
28. North 57° 06' 15" West, 558.00 feet to a stone, thence
29. North 48° 06' 15" West, 337.00 feet to a stone in the southeast line of Maryland Route 17 (former Brunswick Road), thence crossing said Route 17 and the farm formerly owned by Daniel Shafer and now owned by Olive S. Long.
30. North 59° 06' 15" West, 1,720.00 feet to a point, said point being on the eleventh (11th) or North 20° 15' East, 256.18 perch line as described in a conveyance from John A. Hope, Jr. and Lillie V. Hope to the Hope family limited partnership by deed dated December 29, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2068 at Folio 896, thence binding with part of said line as now surveyed:
31. North 18° 18' 45" East, 310.00 feet to a point, said point being on the southerly right-of-way limits of relocated Maryland Route 17 as delineated on State Roads Commission Right-of-Way Plat no. 24594, said point being 40.00 feet left of base line station 17+91.23 as delineated on the aforesaid plat, thence binding with the southerly limits of said Maryland Route 17 (as shown on Maryland State Road Plats 24595, 29405, 29406) the following thirteen (13) courses:
 32. North 48° 16' 29" West, 483.77 feet to a point, thence
 33. South 41° 43' 31" West, 60.00 feet to a point, thence
 34. North 48° 16' 29" West, 175.00 feet to a point, thence
 35. North 17° 18' 40" West, 116.62 feet to a point, thence
 36. North 48° 16' 29" West, 925.00 feet to a point, thence
 37. South 41° 43' 31" West, 50.00 feet to a point, thence
 38. North 48° 16' 29" West, 225.00 feet to a point, thence
 39. North 34° 14' 19" West, 206.16 feet to a point, thence
 40. North 48° 16' 29" West, 400.00 feet to a point, thence
 41. North 64° 58' 27" West, 52.20 feet to a point, thence
 42. North 39° 44' 38" West, 101.12 feet to a point, thence
 43. North 48° 16' 29" West, 269.21 feet to a point, thence
 44. 794.14 feet along the arc of a curve deflecting to the right, having a radius of 1,949.86 feet and a chord bearing and length of North 36° 33' 47" West, 791.60 feet to a point, said point being 40.00 feet left of baseline station 55+00.00 as delineated on State Road Commission Right-of-Way Plat no. 29406, thence continuing with said right-of-way limits and with all of lines twelve, thirteen and part of line 14 of Parcel 2 as delineated on SRC Plat Number 29445 the following three (3) courses and distances
45. North 28° 22' 35" West, 102.71 feet to a point,
46. North 13° 18' 55" West, 51.67 feet to a point, thence

47. North 78°47'51" West, 66.50 feet to a point on the easterly right-of-way limits of Maryland State Route 180 as shown on said SRC Plat Number 35592, thence with said right-of-way limits the following two (2) courses and distances:
48. South 50°39'16" West, 452.47 feet to a point, thence
49. North 39°20'44" West, 32.73 feet to a point, said point being in or near the centerline of Jefferson Pike (Maryland Route 180), thence binding with said Jefferson Pike in or near the said centerline, thence
50. South 43°55'28" West, 436.29 feet to a point, thence
51. South 43°37'02" West, 2,051.86 feet to a point, thence leaving said centerline of Jefferson Pike
52. South 47°01'58" East, 32.61 feet to a concrete monument found, said point being the northeast front corner of Lot 1, Section 1 as delineated on a plat entitled "Combined Preliminary/Final Plat, Enfield Division" and recorded among the Land Records of Frederick County, Maryland in plat book 20 at page 112, thence binding with the westerly platted limits of said Lot 1
53. South 43°32'29" West, 220.82 feet to a point, thence
54. North 61°56'42" West, 34.15 feet to a point, said point being in or near the centerline of the aforesaid Jefferson Pike, thence binding with said Jefferson Pike in or near the centerline
55. South 43°37'02" West, 119.28 feet to a point, thence
56. South 41°12'19" West, 720.69 feet to a point, at the end of the first (1st) or North 21° East, 31 perch line of "Part First" of a deed recorded in Liber WIP 9 at Folio 633, thence
with part of said first line reversed
57. South 23°37'42" West, 27.69 feet to a point at the beginning of the first (1st) or South 63° West, 16.02 perch line of "Part Second" of said deed recorded in Liber WIP 9 at Folio 633, thence with all of said first line
58. South 60°10'32" West, 277.32 feet to a point on the east side of the aforesaid Jefferson Pike at the end of the third (3rd) or North 72° East, 12.68 perch line of "Part Third" of said deed recorded in Liber WIP 9 at Folio 633, and running thence with the east side of said Jefferson Pike and with all of said third (3rd) line reversed
59. South 69°00'32" West, 209.22 feet a point, thence continuing with all of the second (2nd) line of said "Part Third" and with all of the North 44°28'54" East, 313.78 foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records as now surveyed
60. South 48°29'28" East, 330.00 feet to a planted stone found, thence continuing with the outline of said Farm Lot 4 and with all of the fifth (5th) or North 14-1/2° East, 61.05
perch line as described in Liber JLJ 5, Folio 427, reversed
61. South 10°54'02" West, 1019.32 feet to a planted stone found, thence still continuing with the outline of said Farm Lot 4 and with part of the fourth line as described in Liber JLJ 5, Folio 427
62. South 61°35'58" East, 426.24 feet to a T-bar found at the northerly end of the South 14°03'33" West, 268.80 foot plat line of an addition plat entitled "Herb's Corporation Addition to E. F. Brylawski" recorded among the aforesaid Land Records in Plat Book 32 as Plat Number 150, and running thence with all of said plat line and with part of the South 14°03'33" West, 1753.92 foot plat line of said Farm Lot 4, passing over a rebar found at a distance of 268.85 feet
63. South 10°04'58" West, 1553.89 feet to a point, thence (Vista Pointe 2025-03)
64. South 64°21'58" East, 196.38 feet to a point, thence

65. South 60°21'58" East, 80.65 feet to a point, thence
 66. South 64°21'58" East, 349.55 feet to a point, thence
 67. South 64°51'06" East, 642.73 feet to a point, thence
 68. South 68°20'38" East, 625.36 feet to a point, thence
 69. South 70°56'00" East, 835.73 feet to a point, thence
 70. South 18°51'54" West, 16.68 feet to a concrete monument found on the East side of a 14' alley as delineated on a subdivision record plat entitled "Brunswick Industrial Company's Addition to the Town of Brunswick" and recorded among the Land Records of Frederick County, Maryland in plat book STH 276 at plat 186, thence binding with said East side of said alley
 71. South 18°51'54" West, 464.71 feet to a concrete monument found on the North side of Route 478 (Potomac Street also the road leading from Knoxville to Brunswick) thence
 72. South 18°51'54" West, and continuing the same until it intersects the Maryland State Line; thence southeasterly, binding on the Maryland State Line until it intersects a line drawn South 24°51'15" East, from the beginning; and thence reversing the said line so drawn and binding thereon,
 73. North 24°51'15" West, to the place of beginning.
- (Code 1930, art. 11, § 33; 1943, ch. 740, § 1; 1949, ch. 661, § 1; 11-12-57; Char. Res. 04-06, 04-27-04, Rev. 06/04, Char. Res. 08-06, 05-27-08, Char. Res. 08-07, 05-27-08, Char. Res. 2019-06, 09-27-19(Char. Res. 2025-03, 02-25-25), (Char. Res. 2025-04, 02-25-25)

Notes:

Resolution 2025-03, effective April 11, 2025, provided for the enlargement of the corporate boundaries of the City of Brunswick and in so doing to repeal and re-enact with amendments Article I, entitled "General Corporate Powers", Section 104, entitled "Description of corporate boundaries", of the Charter of the City of Brunswick; to provide for the annexation of 71.4261 acres of land, more or less and recorded among the land records of Frederick County, Maryland, in liber 17301 at folio 400.

Resolution 2025-04, effective April 11, 2025, provided for the enlargement of the corporate boundaries of the City of Brunswick and in so doing to repeal and re-enact with amendments Article I, entitled "General Corporate Powers", Section 104, entitled "Description of corporate boundaries", of the Charter of the City of Brunswick; to provide for the annexation of 23.98 acres of land, more or less and recorded among the land records of Frederick County, Maryland, in liber 17301 at folio 465.

65. South 60°21'58" East, 80.65 feet to a point, thence
 66. South 64°21'58" East, 349.55 feet to a point, thence
 67. South 64°51'06" East, 642.73 feet to a point, thence
 68. South 68°20'38" East, 625.36 feet to a point, thence
 69. South 70°56'00" East, 835.73 feet to a point, thence
 70. South 18°51'54" West, 16.68 feet to a concrete monument found on the East side of a 14' alley as delineated on a subdivision record plat entitled "Brunswick Industrial Company's Addition to the Town of Brunswick" and recorded among the Land Records of Frederick County, Maryland in plat book STH 276 at plat 186, thence binding with said East side of said alley
 71. South 18°51'54" West, 464.71 feet to a concrete monument found on the North side of Route 478 (Potomac Street also the road leading from Knoxville to Brunswick) thence
 72. South 18°51'54" West, and continuing the same until it intersects the Maryland State Line; thence southeasterly, binding on the Maryland State Line until it intersects a line drawn South 24°51'15" East, from the beginning; and thence reversing the said line so drawn and binding thereon,
 73. North 24°51'15" West, to the place of beginning.
- (Code 1930, art. 11, § 33; 1943, ch. 740, § 1; 1949, ch. 661, § 1; 11-12-57; Char. Res. 04-06, 04-27-04, Rev. 06/04, Char. Res. 08-06, 05-27-08, Char. Res. 08-07, 05-27-08, Char. Res. 2019-06, 09-27-19(Char. Res. 2025-03, 02-25-25), (Char. Res. 2025-04, 02-25-25)

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47. North 78°47'51" West, 66.50 feet to a point on the easterly right-of-way limits of Maryland State Route 180 as shown on said SRC Plat Number 35592, thence with said right-of-way limits the following two (2) courses and distances:
48. South 50°39'16" West, 452.47 feet to a point, thence
49. North 39°20'44" West, 32.73 feet to a point, said point being in or near the centerline of Jefferson Pike (Maryland Route 180), thence binding with said Jefferson Pike in or near the said centerline, thence
50. South 43°55'28" West, 436.29 feet to a point, thence
51. South 43°37'02" West, 2,051.86 feet to a point, thence leaving said centerline of Jefferson Pike
52. South 47°01'58" East, 32.61 feet to a concrete monument found, said point being the northeast front corner of Lot 1, Section 1 as delineated on a plat entitled "Combined Preliminary/Final Plat, Enfield Division" and recorded among the Land Records of Frederick County, Maryland in plat book 20 at page 112, thence binding with the westerly platted limits of said Lot 1
53. South 43°32'29" West, 220.82 feet to a point, thence
54. North 61°56'42" West, 34.15 feet to a point, said point being in or near the centerline of the aforesaid Jefferson Pike, thence binding with said Jefferson Pike in or near the centerline
55. South 43°37'02" West, 119.28 feet to a point, thence
56. South 41°12'19" West, 720.69 feet to a point, at the end of the first (1st) or North 21° East, 31 perch line of "Part First" of a deed recorded in Liber WIP 9 at Folio 633, thence
with part of said first line reversed
57. South 23°37'42" West, 27.69 feet to a point at the beginning of the first (1st) or South 63° West, 16.02 perch line of "Part Second" of said deed recorded in Liber WIP 9 at Folio 633, thence with all of said first line
58. South 60°10'32" West, 277.32 feet to a point on the east side of the aforesaid Jefferson Pike at the end of the third (3rd) or North 72° East, 12.68 perch line of "Part Third" of said deed recorded in Liber WIP 9 at Folio 633, and running thence with the east side of said Jefferson Pike and with all of said third (3rd) line reversed
59. South 69°00'32" West, 209.22 feet to a point, thence continuing with all of the second (2nd) line of said "Part Third" and with all of the North 44°28'54" East, 313.78 foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records as now surveyed
60. South 48°29'28" East, 330.00 feet to a planted stone found, thence continuing with the outline of said Farm Lot 4 and with all of the fifth (5th) or North 14-1/2° East, 61.05 perch line as described in Liber JLJ 5, Folio 427, reversed
61. South 10°54'02" West, 1019.32 feet to a planted stone found, thence still continuing with the outline of said Farm Lot 4 and with part of the fourth line as described in Liber JLJ 5, Folio 427
62. South 61°35'58" East, 426.24 feet to a T-bar found at the northerly end of the South 14°03'33" West, 268.80 foot plat line of an addition plat entitled "Herb's Corporation Addition to E. F. Brylawski" recorded among the aforesaid Land Records in Plat Book 32 as Plat Number 150, and running thence with all of said plat line and with part of the South 14°03'33" West, 1753.92 foot plat line of said Farm Lot 4, passing over a rebar found at a distance of 268.85 feet
63. South 10°04'58" West, 1553.89 feet to a point, thence (Vista Pointe 2025-03)
64. South 64°21'58" East, 196.38 feet to a point, thence

running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 1st deed line, and binding on the 2nd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance

25. South 45° 54' 43" East, 42.51 feet to a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being at the beginning of the 2nd or South 44° West, 13-8/10 perch line as described in the aforesaid Shafer deed recorded in Liber JLJ 14 at folio 723; thence running with part of the northwesterly outline of TRACT ONE, Parcel No. 1 and part of said 2nd deed line, and binding on the 3rd line of the First Parcel described in the aforesaid Grove deed recorded in Liber 879 at folio 84, the following course and distance (Cooper 2025-04)
26. South 38° 37' 59" West, 194.08 feet to a rebar and cap set at the beginning of the fourteenth line of the 1957 Town Charter; and running thence with all of said line
27. North 69° 36' 15" West, 1515.00 feet to a point; thence
28. North 57° 06' 15" West, 558.00 feet to a stone, thence
29. North 48° 06' 15" West, 337.00 feet to a stone in the southeast line of Maryland Route 17 (former Brunswick Road), thence crossing said Route 17 and the farm formerly owned by Daniel Shafer and now owned by Olive S. Long.
30. North 59° 06' 15" West, 1,720.00 feet to a point, said point being on the eleventh (11th) or North 20° 15' East, 256.18 perch line as described in a conveyance from John A. Hope, Jr. and Lillie V. Hope to the Hope family limited partnership by deed dated December 29, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2068 at Folio 896, thence binding with part of said line as now surveyed:
31. North 18° 18' 45" East, 310.00 feet to a point, said point being on the southerly right-of-way limits of relocated Maryland Route 17 as delineated on State Roads Commission Right-of-Way Plat no. 24594, said point being 40.00 feet left of base line station 17+91.23 as delineated on the aforesaid plat, thence binding with the southerly limits of said Maryland Route 17 (as shown on Maryland State Road Plats 24595, 29405, 29406) the following thirteen (13) courses:
 32. North 48° 16' 29" West, 483.77 feet to a point, thence
 33. South 41° 43' 31" West, 60.00 feet to a point, thence
 34. North 48° 16' 29" West, 175.00 feet to a point, thence
 35. North 17° 18' 40" West, 116.62 feet to a point, thence
 36. North 48° 16' 29" West, 925.00 feet to a point, thence
 37. South 41° 43' 31" West, 50.00 feet to a point, thence
 38. North 48° 16' 29" West, 225.00 feet to a point, thence
 39. North 34° 14' 19" West, 206.16 feet to a point, thence
 40. North 48° 16' 29" West, 400.00 feet to a point, thence
 41. North 64° 58' 27" West, 52.20 feet to a point, thence
 42. North 39° 44' 38" West, 101.12 feet to a point, thence
 43. North 48° 16' 29" West, 269.21 feet to a point, thence
 44. 794.14 feet along the arc of a curve deflecting to the right, having a radius of 1,949.86 feet and a chord bearing and length of North 36° 33' 47" West, 791.60 feet to a point, said point being 40.00 feet left of baseline station 55+00.00 as delineated on State Road Commission Right-of-Way Plat no. 29406, thence continuing with said right-of-way limits and with all of lines twelve, thirteen and part of line 14 of Parcel 2 as delineated on SRC Plat Number 29445 the following three (3) courses and distances
45. North 28° 22' 35" West, 102.71 feet to a point,
46. North 13° 18' 55" West, 51.67 feet to a point, thence

to Gary R. Cooper and Kay S. Cooper, dated July 11, 2007, and recorded among the Land Records of Frederick County, Maryland, in Liber 6696 at folio 235; said point also being at the southeasterly end of the northeasterly or North 42° 20' West, 1057.24 foot line of Lot No. 43 as shown on a plat of subdivision entitled "Plat of Rosemont" and recorded among the aforesaid Land Records in Plat Book 1 at Page 95; thence running with part of said deed line and plat line, and binding on the southwesterly outline of the property acquired by Darren P. Mullen from Darren P. Mullen and Kelly J. Mullen, by a confirmatory deed dated August 10, 2006, and recorded among the aforesaid Land Records in Liber 6181 at folio 683; also binding on the southwesterly or South 42° 20' 36" East, 393.94 foot line of a plat entitled "Addition Plat, Chick's Addition to Frye" and recorded among the aforesaid Land Records in Plat Book 55 at Page 21, the following course and distance

22. North 47° 01' 50" West, 1004.17 feet, passing over a T-Bar and cap found at 662.95 feet, to a point distant South 47° 01' 50" East, 50.18 feet from a concrete monument found; thence running across TRACT TWO, Parcel No. 1, TRACT TWO, Parcel No. 2 and TRACT ONE, Parcel No. 2 as described in the said confirmatory deed recorded in Liber 6696 at folio 235; also running across Lot No. 37 through Lot No. 43 as shown on said "Plat of Rosemont" recorded in Plat Book 1 at Page 95; parallel to and 50 feet southeast of the northwesterly lines of Lot No. 37 through Lot No. 43, the following course and distance
23. South 38° 03' 44" West, 1134.72 feet to a point on the southwesterly outline of TRACT ONE, Parcel No. 2 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the southwesterly line of Lot No. 37 as shown on the aforesaid "Plat of Rosemont" recorded in Plat Book 1 at Page 95; said point also being distant South 47° 29' 11" East 50.15 feet from a concrete monument found; thence running with said southwesterly lines and binding on the northeasterly outline of the property acquired by Thomas W. Conner and Penny M. Spring, from Thomas W. Conner, Personal Representative of the Estate of Connie Jean Conner, Estate No. 41233, by a deed of distribution dated August 31, 2018, and recorded among the aforesaid Land Records in Liber 12608 at folio 458; also binding on the northeasterly outline of the property acquired by Kerry Lee Myers from Lucille Myers, by a deed dated February 11, 1998, and recorded among the aforesaid Land Records in Liber 2379 at folio 908; also binding on the northeasterly outline of the property acquired by Donald W. Roberson, Jr. and Caroline J. Roberson, from William F. Lee, III, Russell John Heino, William F. Lee, Jr., and Frances E. Lee, by a deed dated December 22, 2017, and recorded among the aforesaid Land Records in Liber 12210 at folio 139; also binding on the northeasterly outline of the property acquired by Susan M. Hill from Christopher Shannon and Janice Lynn Rice, by a deed dated August 7, 2015, and recorded among the aforesaid Land Records in Liber 10702 at folio 409; also binding on the northeasterly outline of the property acquired by Richard Nelson Grove, Jr. and Melody Ann Grove, from Jane M. Dean, by a deed dated June 1, 1972, and recorded among the aforesaid Land Records in Liber 879 at folio 84, the following course and distance
24. South 47° 29' 11" East, 849.36 feet to a rebar and cap marked "Corp No. 2" set at a point on the northwesterly outline of TRACT ONE, Parcel No. 1 as described in the aforesaid confirmatory deed recorded in Liber 6696 at folio 235; said point also being on the 1st or South 49-3/4° West, 92 perch line as described in a deed from LeRoy B. Wenner to Willard F. Shafer and William G. Shafer, dated March 6, 1897, and recorded among the aforesaid Land Records in Liber JLJ 14 at folio 723; thence

- Folio 578, and with the northerly line of Lot 3, Section 2 as shown on a said plat recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to G. L. and R. L. Grams by a deed recorded in Liber 1576 at Folio 281 among the aforementioned Land Records
12. North 52° 58' 58" East, 624.89 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat recorded in Plat Book 41 as Page 51 and with the lands conveyed to J. F and R. M. Gordon by a deed recorded in Liber 817 at Folio 392 among the aforementioned Land Records
 13. North 36° 32' 54" West, 40.00 feet to a P.K. nail set on the centerline of Maryland Route 464; thence along the centerline of said Maryland Route 464, continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of aforementioned lands conveyed to J. F and R. M. Gordon, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 491 at Folio 493, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 651 at Folio 45, and with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753 among the aforementioned Land Records
 14. North 52° 58' 58" East, 255.14 feet to a P.K. nail set; thence continuing with the said centerline, with the dedication area as shown on the aforementioned plat, with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753, and with the lands conveyed to R. E. Wheeler by a deed recorded in Liber 1596 at Folio 153 among the aforementioned Land Records
 15. 457.80 feet along the arc of a curve deflecting to the right, having a radius of 1269.28 feet (chord: North 63° 18' 55" East, 455.33 feet) to a P.K. nail set; thence with all of Line Number 3 of said dedication area as shown on the aforementioned plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158 as shown on the aforementioned plat, leaving said Maryland Route 464 and binding with the first (1st) or North 03°45' West, 435.6 foot line of a deed recorded among the Land Records of Frederick County, Maryland in Liber 703 at folio 283, with the ninth (9th) line or south 03°52'19" East, 525.25 foot line of a deed recorded among the aforesaid Land Records in Liber 2221 at Folio 406 and with the North 02°56'00" West, 1142.81 foot plat line of a plat entitled "Boundary Survey of Property Now Known as Wire Bender Farm" recorded among the aforesaid Land Records in plat book 15 at page 69 the following course and distance:
 16. North 04° 31' 32" West, 2101.81 feet to a point; thence binding with the fourth (4th) and fifth (5th) lines of a deed recorded among the aforementioned Land Records in Liber 1471 at Folio 570 the following two (2) courses:
 17. North 84° 49' 31" West, 1365.16 feet to a point; thence
 18. North 47° 23' 14" West, 625.85 feet to a point on the North 55°52' East, plat line of a plat entitled "Plat of Rosemont" recorded among the aforesaid Land Records in Plat Book STH1 at Page 95; thence binding with the southerly limits of Lots 50, 51, 52 and part of Lot 56 as shown on said plat:
 19. South 50° 00' 32" West, 746.75 feet to a point; thence continuing with the southerly limits of Lots 49, 48, 47 and part of Lot 46 as shown on the aforesaid plat of Rosemont, the following course and distance:
 20. South 49° 06' 33" West, 638.64 feet to a stone found; thence continuing with the southerly limits of Lots 46, 45, and 44 as shown on the aforesaid plat of Rosemont the following course and distance
 21. South 44° 54' 46" West, 376.71 feet to a t-bar found at the beginning of the 5th line of TRACT TWO, Parcel No. 1, as described in a confirmatory deed from Kay S. Cooper



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

CITY OF BRUNSWICK, MARYLAND

(Amended Charter Boundary resolution 2025-03 and 2025-04 approved 02-25-25,
effective 04-11-25)

Section 104 Description of Corporate Boundaries

The limits of said town of Brunswick begin at a stone planted at the northeast corner of a culvert under the Chesapeake and Ohio Canal, said place of beginning being at the end of the thirteenth line of a tract of land conveyed to the Real Estate and Improvement Company at Baltimore City by Mary Gertrude Orrison, by deed dated December seventh, eighteen hundred and eighty-nine and recorded among the Land Records of Frederick County, in Liber W.I.P. number nine, folio five hundred and eighty-six, etc., and running thence with and binding reversely on the lines of the above mentioned conveyance in the Maryland State Plane NAD 83/91 Datum the following courses and distances, to wit:

1. North 17°38'45" East, 651.75 feet to a stone, thence
2. North 01°21'15" West, 660.00 feet to a stone, thence
3. North 02°21'15" West, 173.25 feet to a stone, thence
4. North 12°08'45" East, 2,128.50 feet to a stone, planted in the center of a lane leading to the property owned by John Frazier, said stone being also planted at the corner of said Frazier's property, thence with the center of said lane
5. North 41°51'15" West, 1,089.00 feet to a stone, planted in the road leading from Parker's Mill to the City of Brunswick, thence with said road
6. North 30°23'45" East, 115.50 feet to a stone, thence
7. North 68°36'15" West, 95.70 feet to a stone, thence
8. North 70°36'15" West, 316.80 feet to a stone, thence
9. North 31° 51' 15" West, 610.46 feet to a P.K. nail set at the westerly end of the North 58° 50' 22" East, 249.10 foot plat line of the area dedicated to public use and as shown as Line Number 2 on a plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158, said point also being on the centerline of Maryland Route 464; thence leaving the ninth (9th) line of the limits of the City of Brunswick as described in the 1957 Town Charter and running with all of said line along the centerline of said Maryland Route 464 and with the lands of John H. Kelly as described by a deed dated August 27, 1976 and recorded among the aforementioned Land Records in Liber 997 at folio 662
10. North 52° 58' 58" East, 249.58 feet to a P.K. nail set; thence continuing with the said dedication area as shown on the aforementioned plat and with the lands of said John H. Kelly
11. South 36° 30' 18" East, 40.00 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of Lot 2, Section 2 as shown on a plat entitled "Combined Preliminary/Final Plat, Lots 1, 2, and 3, Section 2, Biser's Overlook" and recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to L.K. and T.O. Murray by a deed recorded in Liber 1576 at Folio 276 among the aforementioned Land Records, with part of the lands conveyed to Roland M. and Evelyn L. Biser in a deed recorded in Liber 1875 at

LR -- Government
Instrument 0.00
Agency Name: Brunswick
city
Instrument List:
Agreement / Easement
Describe Other:
Resolution 2025-08 &
Annexation Agency
Ref:
Total: 0.00
04/16/2025 02:23
CC10-Jex
#18849245 CQ0601 -
Frederick
County/CC06.01.03 -
Register 03



DOCUMENT VALIDATION

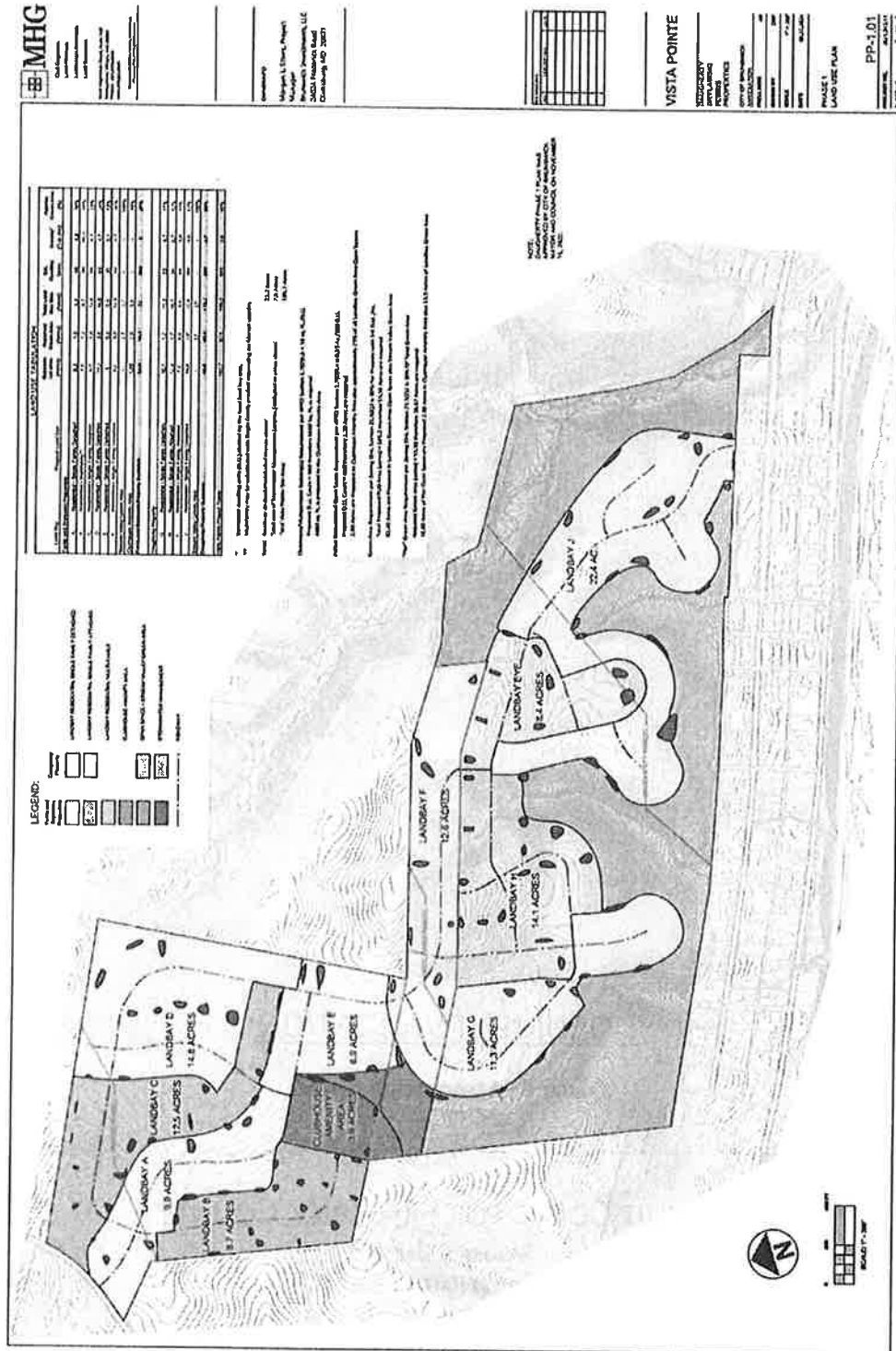
(excluded from page count)

CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON
100 WEST PATRICK STREET
FREDERICK, MD 21701

LAND RECORDING/LICENSING
301-600-1965

(Phase 1 Land Use Plan)




PETITIONER



VISTA POINTE, LLC, a
Maryland limited liability company

By: Pleasants Enterprises, Inc., Manager


By:  (SEAL)
William D. Pleasants, Jr., President

CONSENTER

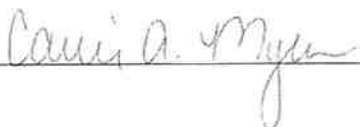


BRUNSWICK CROSSING, LLC, a
Maryland limited liability company


By: Pleasants Enterprises, Inc., Manager

By:  (SEAL)
William D. Pleasants, Jr., President

CITY



MAYOR AND COUNCIL OF THE CITY OF
BRUNSWICK, FREDERICK COUNTY,
MARYLAND, a body politic and corporate of the
State of Maryland

By:  (SEAL)
Nathan Brown, Mayor

grounds of any procedural infirmity or any denial of any procedural right. The City hereby warrants and represents to the Petitioner that the person executing this Agreement on its behalf has been properly authorized to do so. The Petitioner hereby warrants and represents to the City (a) that it is the fee simple, record owner of the Properties, (b) that it has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Properties as set forth herein, and (c) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

22. ENTIRE AGREEMENT. This Annexation Agreement constitutes the entire agreement between the Parties, and no other agreement shall be binding upon the Parties unless in writing and signed by the respective Parties.

[SIGNATURE PAGES FOLLOW]

(a) As to Petitioner/Developer/Owner:

Vista Pointe, LLC
c/o Pleasants Development, LLC
24012 Frederick Road
Clarksburg, MD 20871
ATTN: J. Dan Fryer, Vice President
E-Mail: DFryer@pleasants.org

(b) As to Brunswick Crossing, LLC/Consent only to dedication of property identified as Tax Id 12-293380:

Brunswick Crossing, LLC
c/o Pleasants Development, LLC
24012 Frederick Road
Clarksburg, MD 20871
ATTN: Jerry Connelly, Senior Vice President
E-Mail: JConnelly@pleasants.org

(c) As to City:

Mayor, City of Brunswick
1 West Potomac Street
Brunswick, MD 21716
ATTN: Mayor Nathan Brown
E-Mail: Nbrown@brunswickmd.gov

20. ASSIGNMENT. This Agreement may be assigned by the Petitioner/Owner to any person or entity which shall acquire the Properties. This Agreement shall be assignable without consent of the City but with notice to the City of any subsequent transfer of all or a substantial part of the Properties. The parties agree this Agreement and the obligations herein are binding on both the Subject Property and the Daugherty Property.

21. AUTHORITY TO EXECUTE. The City hereby acknowledges and agrees that all required notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement, and the Petitioner agrees not to challenge this Agreement or any of the obligations created by this Agreement on the

(c) Municipal ad valorem real estate taxes shall not be imposed on any individual lot(s) or parcel(s) comprising the Properties until Petitioner or its assigns records such Lot.

15. BINDING EFFECT. This Agreement and all terms, restrictions and conditions contained herein shall run with the land and be binding upon the respective parties, their heirs, successors, grantees and assigns. Any amendment or modification to this Agreement shall be in writing, executed by the respective parties or their successors, grantees or assigns; provided, however, should any successor, grantee or assign be a property owner/member of a condominium regime or incorporated homes or homeowners association governed by Title 11 or Title 11B, Real Property Article, Annotated Code of Maryland, the governing board of directors or governing body thereof shall have the authority to and shall sign for and on behalf of individual property owners/members thereof with respect to any modification or amendment to this Agreement. This provision shall supersede any provision to the contrary contained in any document governing actions of a condominium regime or incorporated homes or homeowner's association.
16. RECORDATION. This Agreement shall be recorded by the City among the Land Records of the Clerk of the Circuit Court for Frederick County, Maryland, provided there is no State recordation or transfer tax or other material cost to the City for such recordation.
17. REMEDIES. Because no other remedies will adequately address a breach of the terms of this Agreement by any party, the terms of the Agreement shall be mutually enforceable by and upon the Parties by the remedy of specific performance.
18. APPLICABLE LAW. This Agreement is executed and delivered in the State of Maryland and shall be construed, governed and enforced in accordance with the laws of the State of Maryland.
19. NOTICES. Wherever notice is required under the terms of this Agreement, notice shall be sufficient if sent by certified mail and electronic transmittal to each party set forth below:

that is in effect as of the date of this Agreement to ensure that public roads, schools (as applicable), and water and sewer facilities are available and adequate to serve the Proposed Development of the Properties. A final determination regarding this will occur at the time of PUD Phase 2 approval pursuant to Section 1.9 of the APFO subject to this Section 13.

14. IMPACT FEES AND PROPERTY TAXES.

(a) Pursuant to Chapter 8 of the City of Brunswick Code of Ordinance, Ordinance No. 605, Resolution 24-07 in effect as of the date of this Agreement, the following impact fee rates shall be applied and applicable for the entire duration of the Proposed Development:

i. Municipal Impact Fee

1. \$480 per Single Family Dwelling Unit
2. \$330 per Other Residential Dwelling Unit

ii. Police Impact Fee

1. \$478 per Single Family Dwelling Unit
2. \$328 per Other Residential Dwelling Unit

iii. Parks and Recreation

1. \$1,596 per Single Family Dwelling Unit
2. \$1,096 Per Other Residential Dwelling Unit

iv. Services Impact Fee

1. \$4,507 per Single Family Dwelling Unit
2. \$4,914 per Townhome or Duplex Unit
3. \$2,601 per Other Residential Dwelling Unit

(b) Pursuant to Section 8-220 et seq. of the Tax Property Article of the Annotated Code of Maryland, the City agrees to assess the Proposed Development as agricultural land for all portions of the Properties for which record plats have not been recorded. This shall be further defined at the time of subdivision approval through a phasing plan.

(c) Petitioner shall be limited to One Hundred (100) building permits per year, exclusive of the portion of the Proposed Development which will be developed as Affordable Units, measured from the date of approval of the Phase 3 Preliminary Plan. Building permits not used in any year may be used in subsequent years without counting towards the One Hundred (100) permits allowable for that year.

(d) In effort to forward fund necessary City water and sewer service upgrades for and not unreasonably delay the development of the Proposed Development, the Petitioner agrees to the following:

i. Petitioner shall, within 90 days of the later of (i) the Phase 3 Preliminary Plan approval or (ii) the execution of the Water/Wastewater System Service Agreement, prepay water and sewer capacity fees for 150 units at the fixed rate of \$13,597.00 per unit ($\$13,597.00 \times 150 \text{ units} = \$2,039,550.00$);

ii. Petitioner also agrees to prepay water and sewer capacity fees for an additional 75 units at the fixed rate of \$13,597.00 per unit ($\$13,597.00 \times 75 \text{ units} = \$1,019,775.00$) at the time of recording of the first plat.

iii. The remaining balance of water and sewer capacity fees will be paid at the time of zoning certificate for each building permit. Credit for all prepaid water and sewer capacity fees shall be applied starting with the first building permit until all prepaid water and sewer capacity fees have been credited.

iv. The Water & Sewer Capacity Fee will still be required for all Affordable Units.

(e) The City will reasonably cooperate in all regards with Petitioner's efforts to obtain water and sewer category change(s) and/or consent to zoning classification by any other governmental entity/agency with jurisdiction, including but not limited to Frederick County, Maryland and the State of Maryland.

13. ADEQUATE PUBLIC FACILITIES. The Parties acknowledge that the Proposed Development is subject to the City's Adequate Public Facilities Ordinance ("APFO")

- (a) The City requests the property located in Rosemont, Tax Id 12-293380, owned by Brunswick Crossing LLC containing 21.14 acres of land, be dedicated to the City of Brunswick or Frederick County for Community Use.. The City agrees that the offer for land dedication shall satisfy all requirements in lieu of transfer of land for school construction and/or payment/contribution of any applicable school impact fees. Transfer of land may occur any time at the request of the City of Brunswick or Frederick County or no later than 90 days after the release of the last residential building permit in Brunswick Crossing.

11. STREET LIGHT REQUIREMENTS.

- (a) Petitioner will structure all LED street light maintenance and utility bill to be the responsibility of the Proposed Development Homeowners Association.

12. CITY WATER AND SEWER SERVICE AND BUILDING PERMITS.

- (a) Subject to the provisions of 12(d) below, to ensure availability and reservation of public water and sewer to serve the Proposed Development, the City shall allocate and reserve for the Proposed Development, pursuant to a "Water/Wastewater System Service Agreement" as defined below, up to 660 equivalent dwelling units ("water/sewer tap(s)") in the City's water treatment plant and wastewater treatment plant to accommodate the Proposed Development as set forth herein.
- (b) A multi-year Water/Wastewater System Service Agreement shall be entered into between the parties to further guarantee availability of water/sewer taps for the Proposed Development (the "Water/Sewer Tap Agreement"), prior to or at the time of the Phase 3 Preliminary Plan approval of the Proposed Development. The Water/Sewer Tap Agreement shall establish that the water and sewer capacity fee, per combined water/sewer connection, shall be Thirteen Thousand Five Hundred Ninety-Seven Dollars (\$13,597.00) per equivalent dwelling/meter unit and shall be applied for the duration of the Proposed Development. The Water/Sewer Tap Agreement shall provide that the prepaid capacity fees are assignable by Petitioner to properties other than the Proposed Development within Brunswick City boundaries upon approval of the City and an amended Water/Sewer Tap Agreement.

ii. Townhouse/Duplex: no less than \$6,668.00;

iii. All Other Residential Units: no less than \$4,355.00;

8. COMMUNITY AMENITIES AND RECREATION FACILITIES.

(a) Petitioner agrees to work with the City of Brunswick at Site Plan to design appropriate recreational options for the community which shall include indoor and outdoor amenities and trail network connections within the Proposed Development as a condition of the Phase 3 Plan approval.

9. FIFTH AVENUE ROADWAY CONSTRUCTION.

(a) Petitioner shall construct a new road within the existing 5th Avenue paper street right of way, between Brunswick Street and Knoxville Road. Work is to take place within the existing right of way and on the adjacent properties in attempt to construct sidewalks on both sides of the street extension. Sidewalks shall be constructed from 811 West Potomac Street and connect to the existing Crums Hollow bridge (Rt 487) sidewalk, pending ability for construction access and right of way. The Petitioner will also work with the property owners at 721 West Potomac Street to better restrict cut-through traffic. Site topography, existing right of way limits, stormwater management (SWM) requirements and ownership will require additional coordination with the City to determine the feasibility of the work during the Phase 3 Preliminary Plan process. The re-naming of the 5th Ave. paper street will be addressed as part of the naming of all streets for the project as a condition of the Phase 3 Plan approval.

(b) Petitioner will evaluate the feasibility of extending the sidewalk from 719 Brunswick Street to the south end of the Brunswick Crossing Valley Trail at West End Park. If Petitioner and the City determines that the sidewalk extension can be constructed within existing right-of-way and without expansion or reconstruction of the existing roadbed or culvert, will not require construction of a retaining wall, and will not require any environmental impact permit(s) from the Maryland Department of the Environment (MDE), then Petitioner will extend the sidewalk as a condition of the Phase 3 Plan approval.

10. LAND TRANSFER.

- (b) All Proposed Development stormwater management facilities shall comply with the Unified Stormwater Sizing Criteria and Best Management Practice (BMP) as defined in Chapters 2 and 3 of the 2000 Maryland Stormwater Design Manual, as applicable by law.

6. SMALL AREA PLAN FINANCIAL CONTRIBUTION (WESTERN GATEWAY).

- (a) At the recording of the first plat, Petitioner agrees to contribute \$45,000.00 to the City of Brunswick to assist with creation of a small area western gateway plan. Western Gateway Plan to be consistent with existing improvements along the frontage of Brunswick Crossing.

7. AFFORDABILITY.

- (a) Petitioner agrees to propose a mix of both attached and detached residential home product types. Varying the size and square footage of both products, creates a balanced housing supply and provides affordability. Additionally, the Petitioner agrees to study the economic viability of including a multifamily option within the project.
- (b) Petitioner shall market ten percent (10%) of the approved age restricted dwelling units in the Proposed Development as affordable, of which five percent (5%) shall be marketed to buyers with an annual income at or below 60 percent (60%) of the area median income, and five percent (5%) shall be marketed to buyers with an annual income at or below 80 percent (80%) of the area median income (the "Affordable Units"). All final unit counts shall be as approved on the Phase 3 Preliminary Plan.
- (c) The terms governing the marketing, buyer qualification, sale, resale, etc. of the Affordable Units shall be memorialized at or prior to the time of Site Plan approval and shall be in recordable form so as to be recorded among the Land Records of the Clerk of the Circuit Court for Frederick County, Maryland by Petitioner.
- (d) City agrees to waive the services, parks and recreation, police and municipal development impact fees for the ten percent (10%) Affordable Units as follows:
 - i. Single Family Home: no less than \$7,061.00;

4. ZONING. On the Effective Date, the Subject Property shall be zoned R-1 Low Density Residential, pursuant to the City of Brunswick Zoning Ordinance (the "Zoning Ordinance"), a zoning district classification which permits development of the Subject Property under the requirements of the PUD floating zone overlay option with a maximum density of up to 360 dwelling units/lots, subject to the age restricted requirement of 3(c) above.. The existing zoning of the Daugherty Property is R-1 Low Density Residential and OS Open Space and is hereby affirmed to permit development under the requirements of the PUD floating zone overlay option with a maximum density of up to 300 dwelling units/lots, subject to the age restricted requirement of 3(c) above. As contemplated above, the Petitioner, its successors or assigns, shall request the establishment of a PUD on the Subject Property to be included in the Proposed Development that proposes an overall maximum density of up to 660 lots/dwelling units, subject to the age restricted requirement of 3(c) above. 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 Subject Property are restricted by this Agreement to the establishment of a PUD 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 further subject to the limitations on uses and densities of development established in this Agreement. The City will cooperate in all regards and make all reasonable efforts to obtain express consent to said requested zoning classification and the requested annexation by any other governmental entity/agency with jurisdiction, including but not limited to Frederick County, Maryland.

5. DRAINAGE IMPROVEMENTS.

(a) Petitioner shall use commercially reasonable efforts to add drainage improvements (a swale or similar measure(s)) from the back of the substation, along the rear property line of 719 to 825 Brunswick Street, to the culvert channel west of 825 Brunswick Street to reduce the surface water flow across the rear yards. The Petitioner also agrees to clean out the culverts within the City Boundary in this area to improve drainage conveyance to the south side of Brunswick Street as a condition of the Phase 3 Plan approval.

3. USES AND DENSITY.

- (a) In accordance with Section §4-103(b) of the Land Use Article of the Annotated Code of Maryland, the parties agree that the uses of the Subject Property, upon and after the effective date of the Annexation Resolution, shall be limited to those uses and densities which may be permitted under the Planned Unit Development ("PUD") floating zone pursuant to the City of Brunswick Zoning Ordinance (the "Zoning Ordinance") which the parties at this time anticipate could include approximately, but not to exceed 360 age-restricted dwelling units/lots, subject to such reasonable conditions as may be established by the Planning Commission of the City ("Planning Commission"), and subject further to the conditions established in this Annexation Agreement.
- (b) The City acknowledges zoning of the Subject Property to permit an overall density of up to 660 dwelling units/lots on the combined Subject Property (360) and Daugherty Property (300), is a material term of this Agreement and underpins Petitioner's request to annex the Subject Property into the City for inclusion in the Proposed Development.
- (c) Petitioners and Developer agree that all residential dwelling units constructed upon the Proposed Development shall be for age-restricted (> 55 years old) uses and dwellings only, meeting or exceeding the criteria established in 42 U.S.C. §3607 (Fair Housing) relating to housing for older persons, together with the applicable rules, regulations, judicial and administrative interpretation thereof, and that, for purposes of clarification and enforcement, these age-restricted housing restrictions satisfactory to the City shall be included in appropriate covenants and restrictions applicable to the Proposed Development prohibiting occupancy of the age-restricted dwellings by persons under the age of 18 years to the extent permitted by applicable law, which covenants and restrictions shall apply to the Proposed Development and be recorded among the Land Records of Frederick County, Maryland.
- (d) The use and density restrictions set forth herein may be modified from time to time by an amendment of this Agreement approved by the Mayor and Council and the Petitioner, its successors or permitted assigns.

WHEREAS, the Petitioner has filed a petition for annexation (the "Petition for Annexation") with the City formally requesting annexation of the Subject Property into the corporate boundaries of the City of Brunswick; and

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

WHEREAS, the Parties desire to memorialize the terms, conditions and agreements relating to the annexation of the Subject Property into the corporate boundaries of the City of Brunswick in this Agreement; and

WHEREAS, this Agreement is expressly intended by the Parties to contractually bind the Petitioner/Developer and the City as to the development of the Properties in accordance with the terms hereof, and is intended to protect, preserve and facilitate the full development of the Properties as contemplated by this Agreement, including, but not limited to, residential uses and densities as set forth herein and in the Annexation Resolution to be enacted by the City in conjunction with this Agreement;

NOW, THEREFORE, the Parties, intending to be jointly, severally and legally bound, under seal, and in consideration of the foregoing recitals and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Petitioner/Developer and the City hereby agree as follows:

1. RECITALS: INDUCEMENT. The recitals set forth above are not merely prefatory but are hereby incorporated into and made part of this Agreement by reference. The execution of this Agreement constitutes a material inducement and condition for the City to enact the Annexation Resolution, to be approved concurrent with this Agreement.
2. EFFECTIVE DATE. The Effective Date of this Agreement shall be the effective date of annexation of the Subject Property.

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made this 25th day of February, 2025, by and between **VISTA POINTE, LLC**, a Maryland limited liability company (referred to herein as the "Petitioner"), and the **MAYOR AND COUNCIL OF BRUNSWICK**, a municipal corporation of the State of Maryland, having its principal office at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (referred to herein as the "City"), the Petitioner and the City, together hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Petitioner is the fee simple owner of two (2) adjoining parcels of land, one containing 57 acres of land, more or less ("Ferris Property"), and the other containing 15 acres of land, more or less ("Brylawski Property") located approximately one-half mile south of Monocacy Crossing Parkway on the east side of Maryland Route 180 (Jefferson Pike), in the Brunswick Election District, Frederick County, Maryland (collectively the "Subject Property"); and

WHEREAS, the Petitioner is also the fee simple owner, successor-in-interest and assignee of certain additional property interests consisting of 113.504 acres of land (hereinafter referred to as the "Daugherty Property") that was annexed into the corporate boundaries of the City effective March 22, 1994 following a referendum vote held on February 22, 1994 and pursuant to an annexation agreement executed by and between Herbert L. Daugherty and the City on April 28, 1992 (hereinafter referred to as the "Daugherty Agreement"); and

WHEREAS, the City desires to annex the Subject Property into the corporate boundaries of the City of Brunswick and to have it thereafter developed, together with the Daugherty Property by Petitioner (also referred herein as the "Developer"), as an age restricted-residential subdivision, the Ferris Property, Brylawski Property, and the Daugherty Property, together hereinafter referred to as the "Proposed Development" or the "Properties", and jointly depicted on a Phase 1 Land Use Plan, attached here to as Exhibit A; and

WHEREAS, in conjunction with this Agreement, the Parties desire and intend to amend the Daugherty Agreement as specified herein in order to facilitate the Proposed Development; and

ATTORNEY'S CERTIFICATION

This document has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Supreme



David A. Severn

- Folio 633, and running thence with the east side of said Jefferson Pike and with all of said third (3rd) line reversed
56. South 69°00'32" West, 209.22 feet to a point, thence continuing with all of the second (2nd) line of said "Part Third" and with all of the North 44°28'54" East, 313.78-foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records as now surveyed
 57. South 48°29'28" East, 330.00 feet to a planted stone found, thence continuing with the outline of said Farm Lot 4 and with all of the fifth (5th) or North 14-1/2° East, 61.05 perch line as described in Liber JLJ 5, Folio 427, reversed
 58. South 10°54'02" West, 1019.32 feet to a planted stone found, thence still continuing with the outline of said Farm Lot 4 and with part of the fourth line as described in Liber JLJ 5, Folio 427
 59. South 61°35'58" East, 426.24 feet to a T-bar found at the northerly end of the South 14°03'33" West, 268.80-foot plat line of an addition plat entitled "Herb's Corporation Addition to E. F. Brylawski" recorded among the aforesaid Land Records in Plat Book 32 as Plat Number 150, and running thence with all of said plat line and with part of the South 14°03'33" West, 1753.92 foot plat line of said Farm Lot 4, passing over a rebar found at a distance of 268.85 feet
 60. South 10°04'58" West, 1553.89 feet to a point, thence] *
 61. South 64°21'58" East, 196.38 feet to a point, thence
 62. South. 60°21'58" East, 80.65 feet to a point, thence
 63. South 64°21'58" East, 349.55 feet to a point, thence
 64. South 64°51'06" East, 642.73 feet to a point, thence
 65. South 68°20'38" East, 625.36 feet to a point, thence
 66. South 70°56'00" East, 835.73 feet to a point, thence
 67. South 18°51'54" West, 16.68 feet to a concrete monument found on the East side of a 14' alley as delineated on a subdivision record plat entitled "Brunswick Industrial Company's Addition to the Town of Brunswick" and recorded among the Land Records of Frederick County, Maryland in plat book STH 276 at plat 186, thence binding with said East side of said alley
 68. South 18°51'54" West, 464.71 feet to a concrete monument found on the North side of Route 478 (Potomac Street also the road leading from Knoxville to Brunswick) thence
 69. South 18°51'54" West, and continuing the same until it intersects the Maryland State Line; thence southeasterly, binding on the Maryland State Line until it intersects a line drawn South 24°51'15" East, from the beginning; and thence reversing the said line so drawn and binding thereon
 70. North 24°51'15" West, to the place of beginning.

of Frederick County, Maryland in Liber 2068 at Folio 896, thence binding with part of said line as now surveyed:

28. North 18°18'45" East, 310.00 feet to a point, said point being on the southerly right-of-way limits of relocated Maryland Route 17 as delineated on State Roads Commission Right-of-Way Plat no. 24594, said point being 40.00 feet left of base line station 17+91.23 as delineated on the aforesaid plat, thence binding with the southerly limits of said Maryland Route 17 (as shown on Maryland State Road Plats 24595, 29405, 29406) the following thirteen (13) courses:
29. North 48°16'29" West, 483.77 feet to a point, thence
30. South 41°43'31" West, 60.00 feet to a point, thence
31. North 48°16'29" West, 175.00 feet to a point, thence
32. North 17°18'40" West, 116.62 feet to a point, thence
33. North 48°16'29" West, 925.00 feet to a point, thence
34. South 41°43'31" West, 50.00 feet to a point, thence
35. North 48°16'29" West, 225.00 feet to a point, thence
36. North 34°14'19" West, 206.16 feet to a point, thence
37. North 48°16'29" West, 400.00 feet to a point, thence
38. North 64°58'27" West, 52.20 feet to a point, thence
39. North 39°44'38" West, 101.12 feet to a point, thence
40. North 48°16'29" West, 269.21 feet to a point on the right of way limits of Maryland State Route 17, said point being 40.00 feet left of baseline station 47+19.21 as delineated on State Roads Commission Right-of-Way Plat Number 29406, continuing thence with said right-of way limits
41. 797.14 feet along the arc of a curve deflecting to the right, having a radius of 1,949.86 feet and a chord bearing and length of North 36°33'47" West, 791.60 feet to a point, said point being 40.00 feet left of baseline station 55+00.00 as delineated on State Roads Commission Right-of-Way Plat Number 29406, thence continuing with said right-of-way limits and with all of lines twelve, thirteen and part of line 14 of Parcel 2 as delineated on SRC Plat Number 29445 the following three (3) courses and distances
42. North 28°22'35" West, 102.71 feet to a point, thence
43. North 13°18'55" West, 51.67 feet to a point, thence
44. North 78°47'51" West, 66.50 feet to a point on the easterly right-of-way limits of Maryland State Route 180 as shown on said SRC Plat Number 35592, thence with said right-of-way limits the following two (2) courses and distances:
45. South 50°39'16" West, 452.47 feet to a point, thence
46. North 39°20'44" West, 32.73 feet to a point, said point being in or near the centerline of Jefferson Pike (Maryland Route 180), thence binding with said Jefferson Pike in or near the said centerline, thence
47. South 43°55'28" West, 436.29 feet to a point, thence
48. South 43°37'02" West, 2,051.86 feet to a point, thence leaving said centerline of Jefferson Pike
49. South 47°01'58" East, 32.61 feet to a concrete monument found, said point being the northeast front corner of Lot 1, Section 1 as delineated on a plat entitled "Combined Preliminary/Final Plat, Enfield Division" and recorded among the Land Records of Frederick County, Maryland in plat book 20 at page 112, thence binding with the westerly platted limits of said Lot 1
50. South 43°32'29" West, 220.82 feet to a point, thence
51. North 61°56'42" West, 34.15 feet to a point, said point being in or near the centerline of the aforesaid Jefferson Pike, thence binding with said Jefferson Pike in or near the centerline
52. South 43°37'02" West, 119.28 feet to a point, thence *
53. South 41°12'19" West, 720.69 feet to a point at the end of the first (1st) or North 21° East, 31 perch line of "Part First" of a deed recorded in Liber WIP 9 at Folio 633, thence with part of said first line reversed
54. South 23°37'42" West, 27.69 feet to a point at the beginning of the first (1st) or South 63° West, 16.02 perch line of "Part Second" of said deed recorded in Liber WIP 9 at Folio 633, thence with all of said first line
55. South 60°10'32" West, 277.32 feet to a point on the east side of the aforesaid Jefferson Pike at the end of the third (3rd) or North 72° East, 12.68 perch line of "Part Third" of said deed recorded in Liber WIP 9 at

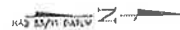
13. North $36^{\circ} 32' 54''$ West, 40.00 feet to a P.K. nail set on the centerline of Maryland Route 464; thence along the centerline of said Maryland Route 464, continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of aforementioned lands conveyed to J. F. and R. M. Gordon, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 491 at Folio 493, with the northerly line of the lands conveyed to W. A. and G. L. Arvin by a deed recorded in Liber 651 at Folio 45, and with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753 among the aforementioned Land Records
14. North $52^{\circ} 58' 58''$ East, 255.14 feet to a P.K. nail set; thence continuing with the said centerline, with the dedication area as shown on the aforementioned plat, with the northerly line of the lands conveyed to F. L. and S. K. Cuddlip by a deed recorded in Liber 2174 at Folio 753, and with the lands conveyed to R. E. Wheeler by a deed recorded in Liber 1596 at Folio 153 among the aforementioned Land Records
15. 457.80 feet along the arc of a curve deflecting to the right, having a radius of 1269.28 feet (chord: North $63^{\circ} 18' 55''$ East, 455.33 feet) to a P.K. nail set; thence with all of Line Number 3 of said dedication area as shown on the aforementioned plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158 as shown on the aforementioned plat, leaving said Maryland Route 464 and binding with the first (1st) or North $03^{\circ} 45'$ West, 435.6 foot line of a deed recorded among the Land Records of Frederick County, Maryland in Liber 703 at folio 283, with the ninth (9th) line or South $03^{\circ} 52' 19''$ East, 525.25 foot line of a deed recorded among the aforesaid Land Records in Liber 2221 at Folio 406 and with the North $02^{\circ} 56' 00''$ West, 1142.81 foot plat line of a plat entitled "Boundary Survey of Property Now Known as Wire Bender Farm" recorded among the aforesaid Land Records in Plat Book 15 at Page 69 the following course and distance:
16. North $04^{\circ} 31' 32''$ West, 2101.81 feet to a point; thence binding with the fourth (4th) and fifth (5th) lines of a deed recorded among the aforementioned Land Records in Liber 1471 at Folio 570 the following two (2) courses:
17. North $84^{\circ} 49' 31''$ West, 1365.16 feet to a point; thence
18. North $47^{\circ} 23' 14''$ West, 625.85 feet to a point on the North $55^{\circ} 52'$ East, plat line of a plat entitled "Plat of Rosemont" recorded among the aforesaid Land Records in Plat Book STH1 at Page 95; thence binding with the southerly limits of Lots 50, 51, 52 and part of Lot 56 as shown on said plat:
19. South $50^{\circ} 00' 32''$ West, 746.75 feet to a point; thence continuing with the southerly limits of Lots 49, 48, 47 and part of Lot 46 as shown on the aforesaid plat of Rosemont, the following course and distance:
20. South $49^{\circ} 06' 33''$ West, 638.64 feet to a stone found; thence continuing with the southerly limits of Lots 46, 45, and 44 as shown on the aforesaid plat of Rosemont the following course and distance
21. South $44^{\circ} 54' 46''$ West, 376.71 feet to a t-bar found; thence continuing with the southerly limits of Lots 43, 42, 41, 40, 39, 38, and 37 as shown on the aforesaid plat of Rosemont, with the southerly lines of Parcel 2, Tract 1 and Parcels 1 and 2, Tract 2 of the lands conveyed to Gary R. Cooper and W. Kay Cooper by a deed recorded in Liber 2808 at Folio 907, and with the lands conveyed to R. N. Grove, Jr. and Melody A. Grove by a deed recorded in Liber 879 at Folio 84 among the aforementioned Land Records the following course and distance
22. South $44^{\circ} 43' 52''$ West, 1167.79 feet to a point; thence continuing with the lands conveyed to R. N. Grove, Jr. and Melody A. Grove by a deed recorded in Liber 879 at Folio 84 among the aforementioned Land Records the following course and distance
23. South $38^{\circ} 37' 59''$ West, 194.08 feet to a rebar and cap set at the beginning of the fourteenth line of the 1957 Town Charter; and running thence with all of said line
24. North $69^{\circ} 36' 15''$ West, 1515.00 feet to a point; thence
25. North $57^{\circ} 06' 15''$ West, 558.00 feet to a stone, thence
26. North $48^{\circ} 06' 15''$ West, 337.00 feet to a stone in the southeast line of Maryland Route 17 (former Brunswick Road), thence crossing said Route 17 and the farm formerly owned by Daniel Shafer and now owned by Olive S. Long
27. North $59^{\circ} 06' 15''$ West, 1,720.00 feet to a point, said point being on the eleventh (11th) or North $20^{\circ} 15'$ East, 256.18 perch line as described in a conveyance from John A. Hope, Jr. and Lillie V. Hope to the Hope family limited partnership by deed dated December 29, 1994 and recorded among the Land Records

City of Brunswick, Maryland
(Amended Charter Boundary Per City Resolution 2025-03, Adopted February 25, 2025)

Article I. Section 104. Description of Corporate Boundary

The limits of said town of Brunswick begin at a stone planted at the northeast corner of a culvert under the Chesapeake and Ohio Canal, said place of beginning being at the end of the thirteenth line of a tract of land conveyed to the Real Estate and Improvement Company at Baltimore City by Mary Gertrude Orrison, by deed dated December seventh, eighteen hundred and eighty-nine and recorded among the Land Records of Frederick County, in Liber W.I.P. number nine, folio five hundred and eighty-six, etc., and running thence with and binding reversely on the lines of the above-mentioned conveyance in the Maryland State Plane NAD 83/91 Datum to the following courses and distances, to wit:

1. North 17°38'45" East, 651.75 feet to a stone, thence
2. North 01°21'15" West, 660.00 feet to a stone, thence
3. North 02°21'15" West, 173.25 feet to a stone, thence
4. North 12°08'45" East, 2,128.50 feet to a stone, planted in the center of a lane leading to the property owned by John Frazier, said stone being also planted at the corner of said Frazier's property, thence with the center of said lane
5. North 41°51'15" West, 1,089.00 feet to a stone, planted in the road leading from Parker's Mill to the City of Brunswick, thence with said road
6. North 30°23'45" East, 115.50 feet to a stone, thence
7. North 68°36'15" West, 95.70 feet to a stone, thence
8. North 70°36'15" West, 316.80 feet to a stone, thence
9. North 31° 51' 15" West, 610.46 feet to a P.K. nail set at the westerly end of the North 58° 50' 22" East, 249.10 foot plat line of the area dedicated to public use and as shown as Line Number 2 on a plat entitled "Plat of Lot Created by Public Taking, Biser's Overlook" recorded among the aforesaid Land Records in Plat Book 39 at Page 158, said point also being on the centerline of Maryland Route 464; thence leaving the ninth (9th) line of the limits of the City of Brunswick as described in the 1957 Town Charter and running with all of said line along the centerline of said Maryland Route 464 and with the lands of John H. Kelly as described by a deed dated August 27, 1976 and recorded among the aforementioned Land Records in Liber 997 at folio 662
10. North 52° 58' 58" East, 249.58 feet to a P.K. nail set; thence continuing with the said dedication area as shown on the aforementioned plat and with the lands of said John H. Kelly
11. South 36° 30' 18" East, 40.00 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat, with the northerly line of Lot 2, Section 2 as shown on a plat entitled "Combined Preliminary/Final Plat, Lots 1, 2, and 3, Section 2, Biser's Overlook" and recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to L.K. and T.O. Murray by a deed recorded in Liber 1576 at Folio 276 among the aforementioned Land Records, with part of the lands conveyed to Roland M. and Evelyn L. Biser in a deed recorded in Liber 1875 at Folio 578, and with the northerly line of Lot 3, Section 2 as shown on said plat recorded in Plat Book 41 as Page 51 among the aforementioned Land Records and conveyed to G. L. and R. L. Grams by a deed recorded in Liber 1576 at Folio 281 among the aforementioned Land Records
12. North 52° 58' 58" East, 624.89 feet to a rebar and cap set; thence continuing with the said dedication area as shown on the aforementioned plat recorded in Plat Book 41 as Page 51 and with the lands conveyed to J. F and R. M. Gordon by a deed recorded in Liber 817 at Folio 392 among the aforementioned Land Records



Labo Phantoms
Lancaster Archery
Lancaster Archery

6010 Highway 600, Suite 125
Chester, VA 22804
Phone: 703.835.0544
www.ejg.com

2424 FAIRBORN ROAD
CLAYTON, MO 63105

**ANNEXATION
BOUNDARY SLIPKEY
PART 1 & 2**

PART ONE
WESTA MOUNT, LLC
OK 16171 OK 229
OK 16171 OK 229

PART TWO
WESTA MOUNT, LLC
OK 16171 OK 229
OK 16171 OK 229

THE COLLECTION DEFINED
PENGUIN BOOKS CLUB, NEW YORK

POST NO.	AR
ORIGIN DT	MC
CDL	10/00
DATE	08/07/07

PRODUCT NO.	7000 0.5% 10.75
DATE	1 20 1

1. I hereby certify that I have conducted a Thorough Search of the best sources known to me for the purpose of ascertaining the date when the above named person or persons were born, and that said date of birth is an accurate representation of the date of birth of the person or persons named in the foregoing certificate. The above statement is true and correct to the best of my knowledge and belief.

My Signature is subscribed to every certificate of this date, if not removed.

DATE: 11/24/04

Signature: _____

Signature: _____
Name: _____
Typed Name: _____
Typed Date: _____

September 9, 2022

Page 6 of 6

Certified correct to the best of my professional knowledge,
information and belief and this description was prepared
by me and is in conformance with Title 9, Subtitle 13,
Chapter 6, Section .12 of the Minimum Standards of Practice
for Land Surveyors.



MHG, P.A.
Wayne F. Aubertin, Professional Land Surveyor
Maryland Registration No. 21330
License Expires: 01-07-2023



AFTER RECORDATION PLEASE RETURN TO:

MHG, P.A.
9220 Wightman Rd., Suite 120
Montgomery Village, MD 20086
Attn: Wayne F. Aubertin

F:\Projects\00055\00055.98\WP\SA_RLB_BRUNSWICKCROSSING_INVESTMENTS_ANNEX_2022_11_09.docx

4. South 72°13'44" East, 1216.24 feet to a point, then with all of the eighth (8th) or North 56°58'53" West, 410.52 foot deed line of said deed recorded in Book 4869 at Page 156
5. South 56°58'53" East, 410.52 feet to a point at the northerly end of the twenty-first (21st) or North 11°02'22" East, 273.71 foot deed line of the lands conveyed by Mary Ann Daugherty and Shawn Daugherty, Trustees of the Herbert L. Daugherty Trust of 1994 – CST as to a One-Third (1/3) interest as Tenants in common and the Herbert L. Daugherty Trust of 1994 – Marital as to a Two-Thirds (2/3) interest as Tenants in common to New Brunswick L.L.C., a Maryland liability company, by a deed dated July 7, 2004 and recorded among the aforementioned Land Records in Book 4725 at Page 578, then running with the twenty-first (21st) through the seventeenth (17th) lines of said deed as now surveyed
6. South 11°04'23" West, 273.78 feet to a rebar and cap marked RE53 found, then
7. North 56°55'34" West, 478.93 feet to a rebar found, then
8. North 72°17'56" West, 1205.73 feet to a rebar found, then
9. North 61°37'37" West, 622.94 feet to a rebar found, then
10. North 61°31'56" West, 254.40 feet to the point of beginning; containing an area of 652,073 square feet or 14.96954 acres of land.

Tax I.D. # (PART ONE) 12-288778

Tax I.D. # (PART TWO) 12-296193

PART TWO

Beginning for said parcel of land at a rebar found at the southerly end of the South 14°03'33" West, 268.80 foot plat line of said plat recorded in Plat Book 32 as Plat Number 150 among the aforementioned Land Records, and running then with the outline of the entire "Area of Addition" as shown on said plat the following ten (10) courses and distances: with part of the South 14°03'33" West, 1753.92 foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records

1. North 10°04'58" East, 268.85 feet to a T-bar found on the fourth (4th) or North 57°30' West, 46.4 perch line of the lands conveyed to Julianne K. Ferris, et al by a deed dated April 2, 1982 and recorded among the aforesaid Land Records in Book 1168 at Page 731; being also the lands conveyed to conveyed by Lawrence B. Kelly to The Year 2003 Trust for descendants of William D. Pleasants, Jr. by a deed dated July 13, 2005 and recorded among the aforementioned Land Records in Book 5462 at Page 620; and the property conveyed by Lawrence B. Kelly to The Year 2003 Trust for descendants of William D. Pleasants, Jr. by a deed dated October 13, 2005 and recorded among the aforementioned Land Records in Book 5658 at Page 98 as described in a deed recorded among the aforementioned Land Records in Liber JLJ 5, Folio 427, then with part of said line reversed
2. South 61°30'47" East, 339.66 feet to a rebar found, then with all of the third (3rd) or North 58°45' West, 36.24 perch line of said description in Liber JLJ 5, Folio 427
3. South 61°36'58" East, 598.17 feet to a rebar and cap marked RE53 found, then with all of the ninth (9th) or North 72°13'44" West, 1216.24 foot deed line of the lands conveyed by Leon B. Enfield and Shirley G. Enfield, husband and wife, to Brunswick Crossing, L.L.C., a Maryland limited liability company by a deed dated September 24, 2004 and recorded among the aforementioned Land Records in Book 4869 at Page 156

4. North 60°10'32" East, 277.32 feet to a point on the first (1st) or North 21° East, 31 perch line of "Part First" of said deed recorded in Liber WIP 9 at Folio 633, then with part of said first line
5. North 23°37'52" East, 27.69 feet to a point at the end of said first line, said point being also at the end of the eleventh (11th) or North 64°53'54" West, 1701.15 foot deed line of the lands conveyed by Leon B. Enfield and Shirley G. Enfield, husband and wife, to Brunswick Crossing, L.L.C., a Maryland limited liability company by a deed dated September 24, 2004 and recorded among the aforementioned Land Records in Book 4869 at Page 156, then with all of said eleventh line reversed, all of the second line of said "Part First" and all of the first (1st) or South 61° East, 77.88 perch line of said lands of Ferris, et al. as described in Liber JLJ 5, Folio 427
6. South 64°53'54" East, 1701.15 feet to a point, then with all of the tenth (10th) line reversed of said deed recorded in Book 4869 at Page 156 and all of the second (2nd) or South 31-1/2° West, 94.78 perch line of said lands of Ferris, et al. as described in Liber JLJ 5, Folio 427
7. South 27°53'51" West, 1567.45 feet to a rebar and cap marked RE53 found at the beginning of the first (1st) or North 57°39'04" West, 598.57 foot deed line of the aforementioned deed recorded in Book 9832 at Page 172 as shown on said plat recorded in Plat Book 32 as Plat Number 150, and running then with all of the first and second lines of said deed and with all of the third and fourth lines of said lands of Ferris, et al. as described in Liber JLJ 5, Folio 427 the following three (3) courses and distances
8. North 61°36'58" West, 598.17 feet to a rebar and cap found, then
9. North 61°30'47" West, 339.66 feet to a T-bar found, then
10. North 61°35'58" West, 426.24 feet to the point of beginning; containing an area of 2,459,248 square feet or 56.45656 acres of land.

PART ONE and **PART TWO** being more particularly described by MHG, P.A. on November 9, 2022 in the Maryland Coordinate System NAD 83/91 datum as follows:

PART ONE

Beginning for said parcel of land at a planted stone found at the beginning of the fifth (5th) or North 14°30' East, 61.05 perch line of the aforesaid lands conveyed to Julianne K. Ferris, et al by a deed dated April 2, 1982 and recorded among the aforesaid Land Records in Book 1168 at Page 731; being also the lands conveyed to conveyed by Lawrence B. Kelly to The Year 2003 Trust for descendants of William D. Pleasants, Jr. by a deed dated July 13, 2005 and recorded among the aforementioned Land Records in Book 5462 at Page 620; and the property conveyed by Lawrence B. Kelly to The Year 2003 Trust for descendants of William D. Pleasants, Jr. by a deed dated October 13, 2005 and recorded among the aforementioned Land Records in Book 5658 at Page 98 as described by metes and bounds in a deed recorded among the aforementioned Land Records in Liber JLJ 5, Folio 427, then with all of said line and with all of the South 14°39'54" West, 1021.11 foot plat line of Farm Lot 4 as shown on a plat recorded in Plat Book 72 as Plat Number 23 among the aforementioned Land Records as now surveyed

1. North 10°54'02" East, 1019.32 feet to a planted stone found, then continuing with the said lands of Ferris, et al. with all of the second (2nd) or North 45°30' West, 20 perch deed line of "Part Third" as described in a deed recorded in Liber WIP 9 at Folio 633 and continuing with the outline of said Farm Lot 4
2. North 48°29'28" West, 330.00 feet to a point on the easterly side of Jefferson Pike, Maryland Route 180, at the beginning of the third (3rd) or North 72° East, 12.68 perch line of said "Part Third", and running then with said road and with all of said third (3rd) line
3. North 69°00'32" East, 209.22 feet to a point at the end of the first (1st) or South 63° West, 16.02 perch line of "Part Second" of said deed recorded in Liber WIP 9 at Folio 633, then with all of said first line reversed

EXHIBIT A

**DESCRIPTION OF TWO (2) PARCELS TO BE
ANNEXED TO THE CITY OF BRUNSWICK**

**THE PROPERTY OF
VISTA POINTE, LLC
BOOK 16216 PAGE 418
AND
BOOK 16171 PAGE 260
PLAT BOOK 32 PLAT NUMBER 150**

**PETERSVILLE (NO. 12) ELECTION DISTRICT
FREDERICK COUNTY, MARYLAND**

All of those two (2) parcels of land hereinafter described as **PART ONE** and **PART TWO**:

PART ONE being all of the property transferred by Brunswick Investments, LLC, a Maryland limited liability company to Vista Pointe, LLC, a Maryland limited liability company by a confirmatory deed dated October 4, 2022 and recorded among the Land Records of Frederick County, Maryland in Book 16216 at Page 418; and

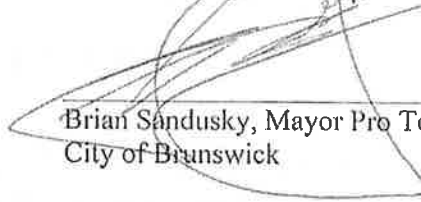
PART TWO being all of the property conveyed by Brunswick Crossing, L.L.C., a Maryland limited liability company to Vista Pointe, LLC, a Maryland limited liability company by a deed dated October 10, 2022 and recorded among the Land Records of Frederick County, Maryland in Book 16171 at Page 260; and being also shown as "Area of Addition" on an addition plat entitled "Herb's Corporation Addition to E. F. Brylawski" recorded among the aforesaid Land Records in Plat Book 32 as Plat Number 150;

- APPROVED: February 25, 2025



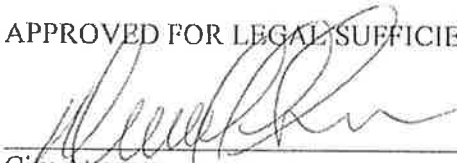
Nathan Brown, Mayor
City of Brunswick

EFFECTIVE: April 11, 2025



Brian Sandusky, Mayor Pro Tem
City of Brunswick

APPROVED FOR LEGAL SUFFICIENCY



City Attorney

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Signature Page Follows

entity/agency with jurisdiction, including but not limited to Frederick County, Maryland. Furthermore, the City will cooperate with the Petitioner in any application to Frederick County, Maryland for an amendment to the water and sewer classification of the Property, as same may be required to develop the Property.

6. Following the approval of this Resolution, Petitioner and Mayor and Council shall enter into an Annexation Agreement. The annexation and subsequent resulting project(s) shall be subject to this Annexation Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor, as the presiding officer of the City of Brunswick, has caused the signatures thereon to be verified, and has ascertained that the Petition otherwise conforms to the requirements of Md. Code, Land Use § 20-603.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that at a meeting held on October 24, 2022, the Brunswick Planning Commission recommended approval of the Vista Pointe PUD Overlay designation, for the property known as Daugherty, to the Mayor and Council of the City of Brunswick. In a subsequent meeting held on November 15, 2022, the Mayor and Council approved the Phase I PUD Overlay designation on the Daugherty property. At this same meeting, an Annexation Petition for the Property (known as Ferris & Brylawski) was presented to the Mayor & Council.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that at a meeting held on September 23, 2024, the Brunswick Planning Commission recommended approval of the Annexation Petition for Vista Pointe for the Property (known as Ferris & Brylawski) to the Mayor and Council of the City of Brunswick.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor of the City of Brunswick shall give public notice of the introduction of this Annexation Resolution at least four (4) times at weekly intervals, by electronic means by posting to the official City of Brunswick website and social media accounts, briefly and accurately describing the proposed change and the conditions and circumstances applicable, and shall provide for a public hearing to be held on Tuesday, February 11, 2025 at City Hall, Brunswick, Maryland, at the hour of 6:00PM, which hearing shall be held not less than fifteen (15) days after the fourth (4th) publication of the notice.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor of the City of Brunswick announced at the February 11, 2025 public hearing that a second public hearing would be scheduled and held on Tuesday, February 25, 2025 at City Hall, Brunswick, Maryland, at the hour of 6:00pm.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this annexation shall become effective forty-five (45) days after the passage of this Annexation Resolution unless proper petition for referendum pursuant to § 4-412 of the Local Government Article of the Maryland Land Use Code, is presented to the Mayor within said forty-five (45) day period.

INTRODUCED at a regular meeting of the Mayor and Council of the City of Brunswick on the 25th day of February, 2025.



THE CITY OF BRUNSWICK, MARYLAND

1 WEST POTOMAC STREET • BRUNSWICK, MARYLAND 21716 • 301.834.7500

RESOLUTION NO. 2025-03

A RESOLUTION TO PROVIDE FOR THE ENLARGEMENT OF THE CORPORATE BOUNDARIES OF THE CITY OF BRUNSWICK BY EXTENDING THE CORPORATE LIMITS OF THE CITY AS DESCRIBED IN ARTICLE I, ENTITLED "GENERAL CORPORATE POWERS", SECTION 104, ENTITLED "DESCRIPTION OF CORPORATE BOUNDARIES", OF THE CHARTER OF THE CITY OF BRUNSWICK TO PROVIDE FOR THE ANNEXATION OF 71.4261 ACRES OF LAND, MORE OR LESS, ON THE WESTERN BOUNDARY OF THE CITY.

BE IT RESOLVED that the corporate limits of the City of Brunswick shall include all property lying within the following boundaries:

See attached entitled "**EXHIBIT A**"

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, by the Mayor and Council of Brunswick, a municipal corporation of the State of Maryland ("Mayor and Council"), that the boundaries of the City as provided in the Charter of the City of Brunswick, as the same was enacted by the General Assembly of Maryland, be amended to include the above described property (hereinafter "Property"), and the City Planning and Zoning Administrator shall so amend the description of the corporate limits to include all the Property more particularly described in **EXHIBIT B**.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Property and the persons residing on the Property are included for all purposes and subject to the Charter and Ordinances of said municipal corporation in said area as if the Property had been originally or subsequently included within the boundaries of said municipal corporation, **EXCEPT** as set forth to the contrary in the conditions applying to this annexation, as hereinafter set forth. The conditions of this annexation are as follows:

1. Petitioner, Vista Pointe LLC, and its respective successors and assigns (hereinafter referred to as the "Petitioner"), shall pay the costs of any required advertising of this Annexation Resolution.
2. The Property shall be added to the corporate boundaries of the City and the Property and any persons residing on the Property shall be generally subject to the provisions of the Charter of the City, **EXCEPT** as set forth to the contrary in the following paragraphs of this Annexation Resolution.
3. Extensions of sanitary sewer, water, storm drain lines, streets, curbs, gutters, and all other public improvements typically provided by the City to and within the Property to the extent allowed by law and unless provided otherwise by this Resolution or by written agreement, shall be at the expense of the Petitioner, owner(s), or developer(s) requesting same.
4. Provided such extensions are requested under the terms outlined in paragraph 3 above, the City will allow Petitioner, at its expense, to extend sanitary sewer service to the Property. The allocation of water and sewer taps to the Property will be from an allocation agreement by and between the Mayor and Council and Petitioner. Water and sewer engineering plans will be submitted to the City for review and approval in conjunction with the Improvement Plans for the Property.
5. Subject to all appropriate laws and administrative requirements, and simultaneously with its annexation into the corporate boundaries of the City, the Property is hereby classified in the City's R-1 (Low Density Residential) zone. The City will reasonably cooperate with Petitioner's efforts to obtain express consent to said requested zoning classification and the requested annexation by any other governmental

EXEMPTION CODES RP 3-603(a) C4JP 13-604(c)(1)



THE CITY OF BRUNSWICK, MARYLAND

1 WEST POTOMAC STREET • BRUNSWICK, MARYLAND 21716 • 301.834.7500

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