



City of Bowie

2614 Kenhill Drive
Bowie, Maryland 20715

MEMORANDUM

TO: City Council

FROM: David J. Deutsch
City Manager *DJD*

SUBJECT: Resolution R-34-07 (Public Hearing)
Annexation of Ashleigh Subdivision (Phase I) and Contiguous Properties

DATE: July 25, 2007

I. Background

Annexations typically involve a two-step process. First, an Annexation Agreement is approved by City Council resolution that details the terms under which the City and the residents/owners within the area being annexed consent to the annexation. Second, the Council must introduce a Resolution of Annexation. An Annexation Agreement was executed with the developer of Ashleigh (Sakellaris Construction) several years ago. The Agreement identified two phases for the annexation. Each portion of the subdivision would be annexed after the completion of home construction in each respective phase.

Attached is the Resolution of Annexation (R-34-07). After the introduction of the Resolution of Annexation, a public hearing date is advertised in a local paper for four consecutive weeks. Subsequently, the Annexation Resolution is adopted by Council at a public hearing at least 15 days after the public hearing advertising requirement has been met. Annexations become effective 45 days after adoption. Based on these legal requirements and scheduling, a public hearing for the adoption of R-34-07 could be scheduled as early as August 1, 2007. Forty-five days from the Annexation Resolution adoption date is Friday, September 14, 2007. Annexation of Ashleigh Phase 1 and contiguous properties will allow residents of the annexation area to vote in the November City election.

Resolution R-34-07 will enlarge the City boundaries by annexing 118.9898 acres of land that include 77 residential lots in the Ashleigh subdivision (Phase I), and contiguous properties to the east, which abut the present City corporate boundary, and include the Prince George's County Board of Education school bus yard, four (4) residential properties and several properties owned by the Maryland-National Park and Planning Commission comprising the Collington Branch Stream Valley Park. The City Attorney has reviewed and approved R-34-07.

II. Recommendation

Staff recommends that Council APPROVE Resolution R-34-07 annexing the Ashleigh subdivision (Phase I) and contiguous properties into the corporate limits of the City.

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City of Bowie

2614 Kenhill Drive
Bowie, Maryland 20715

MEMORANDUM

TO: City Council

FROM: David J. Deutsch
City Manager

SUBJECT: Resolution R-34-07 (Introduction) 
Annexation of Ashleigh Subdivision (Phase I) and Contiguous Properties

DATE: May 30, 2007

I. Background

Annexations typically involve a two-step process. First, an Annexation Agreement is approved by City Council resolution that details the terms under which the City and the residents/owners within the area being annexed consent to the annexation. Second, the Council must introduce a Resolution of Annexation. An Annexation Agreement was executed with the developer of Ashleigh (Sakellaris Construction) several years ago. The Agreement identified two phases for the annexation. Each portion of the subdivision would be annexed after the completion of home construction in each respective phase.

Attached is the Resolution of Annexation (R-34-07). After the introduction of the Resolution of Annexation, a public hearing date is advertised in a local paper for four consecutive weeks. Subsequently, the Annexation Resolution is adopted by Council at a public hearing at least 15 days after the public hearing advertising requirement has been met. Annexations become effective 45 days after adoption. Based on these legal requirements and scheduling, a public hearing for the adoption of R-34-07 could be scheduled as early as August 1, 2007. Forty-five days from the Annexation Resolution adoption date is Friday, September 14, 2007. Annexation of Ashleigh Phase 1 and contiguous properties will allow residents of the annexation area to vote in the November City election.

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II. Recommendation

Staff recommends that Council introduce Resolution R-34-07 annexing the Ashleigh subdivision (Phase I) and contiguous properties into the corporate limits of the City.

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MAYOR G. Frederick Robinson MAYOR PRO TEM Dennis Brady
COUNCIL Kevin W. Conroy ♦ Jack D. Jenkins ♦ James L. Marcus ♦ D. Michael Lyles ♦ Todd M. Turner CITY MANAGER David J. Deutsch
City Hall (301) 262-6200 FAX (301) 809-2302 TDD (301) 262-5013 WEB www.cityofbowie.org

Resolution R-34-07

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
ENLARGING THE CORPORATE BOUNDARIES OF THE CITY
OF BOWIE, BY ANNEXING INTO THE CITY LANDS
CONTIGUOUS AND ADJOINING TO THE CITY'S EXISTING
CORPORATE BOUNDARY, SPECIFICALLY, RESIDENTIAL
PROPERTY KNOWN AS THE ASHLEIGH SUBDIVISION
(PHASE I), AND OTHER ADJACENT AND CONTIGUOUS
PROPERTIES, ALL CONSISTING OF 118.9898 ACRES OF LAND,
LOCATED ON THE EAST AND WEST SIDES OF THE POPE'S
CREEK RAILROAD, SOUTH OF MOUNT OAK ROAD

WHEREAS, the Council of the City of Bowie, Maryland ("the Bowie City Council"), a municipal corporation of the State of Maryland, has determined to enlarge and extend the limits of the City of Bowie ("City") by including therein property within Prince George's County as more shown on the Special Plat of Annexation attached hereto as Exhibit A, which is contiguous and adjoining to the existing boundaries of the City of Bowie in accordance with the procedures set forth in Article 23A Section 19 of the Annotated Code of Maryland (2001 Rep. Vol.); and

WHEREAS, the land to be annexed includes the subdivision commonly known as the Ashleigh Subdivision (Phase I), and also includes the following properties contiguous to the present City boundaries:

Parcel 8, Map 63; Account Identifier #07-0804385;

Parcel 9; Map 63; Account Identifier #07-0788414 (Tax exempt);

Parcel 10, Map 63; Account Identifier #07-0669424;

Parcel 11, Map 63; Account Identifier #07-0822726;

Parcel 12, Map 63; Account Identifier #07-0741207;

Parcel 13; Map 63; Account Identifier #07-0733436 (Tax exempt);
Parcel 14, Map 63; Account Identifier #07-0785220 (Tax exempt);
Parcel 36, Map 63; Account Identifier #07-0800219 (Tax exempt);
Parcel 37, Map 63; Account Identifier #07-0797050 (Tax exempt);
Parcel 50, Map 63; Account Identifier #07-0797100 (Tax exempt);
Parcel 86, Map 63; Account Identifier #07-0762575 (Tax exempt)
and #07-0762583 (Tax exempt);
Parcel 109, Map 63; Account Identifier #07-0680728 (Tax
exempt);
Parcel A, Map 63; Account Identifier #07-0743443 (Tax exempt);
Parcel A, Map 63; Account Identifier #07-0785212 (Tax exempt);
Parcel A, Map 63; Account Identifier #07-0680694 (Tax exempt);
and
Parcel B, Map 63; Account Identifier #07-0785378 (Tax exempt);
and

WHEREAS, the terms and conditions of annexation relating to the Ashleigh Subdivision (Phase I) are derived in part from a certain Annexation Agreement (Exhibit B), authorized by the Bowie City Council in Resolution R-76-02 and dated October 21, 2002, that is recorded in the land records of Prince George's County, Maryland at Liber 16884, Folio 030; and

WHEREAS, the annexation of the Ashleigh Subdivision (Phase I) and the contiguous properties identified herein will not create any unincorporated areas surrounded entirely by properties located within the City's boundaries; and

WHEREAS, the City Council deems it to be in the best interests of the City and its occupants to annex the area known as the Ashleigh Subdivision (Phase I) and the area comprised of the contiguous properties identified herein; and

WHEREAS, the City has obtained consents to annexation from the owners of at least 25% of the assessed value of the real property in the area to be annexed and from at least 25% of the residents of the area to be annexed who are registered voters in Prince George's County; and

WHEREAS, based on the aforesaid consents, the Bowie City Council has determined to initiate a Resolution to enlarge and extend the limits of the City of Bowie to include the area described more fully in Exhibit C, and to make applicable to that area all laws which are now in force and effect or which may be hereafter enacted in the City of Bowie.

NOW, THEREFORE BE IT RESOLVED by the Bowie City Council in legislative session assembled:

Section 1. That there is hereby annexed into the corporate boundaries of the City of Bowie, a municipal corporation of the State of Maryland, all of that land contiguous and adjoining the current boundaries of the City of Bowie in Prince George's County, Maryland, consisting of 118.9898 acres of land as shown

on Exhibit A, and known generally as the Ashleigh Subdivision (Phase I) and contiguous properties identified herein.

Section 2. That, upon the effective date of this Resolution, the City will begin maintaining all public streets and storm drains, as necessary, and, upon the effective date of the Annexation Resolution, the City accepts dedication of storm drain easements and all public streets named in this section as declared by the property owner on the approved final plats of subdivision for Phase I of Ashleigh subdivision. All and/or part of six (6) public streets are within the Ashleigh Phase I and adjoining parcels Annexation Area with approximate distances as follows:

Pin Oak Parkway (60' right-of-way) -	1,320 linear feet
Doveheart Lane (50' right-of-way) -	2,180 linear feet
Dove Tail Court (35' right-of-way) -	270 linear feet
Danshire Court (50' right-of-way) -	200 linear feet
Dalecrest Court (50' right-of-way) -	140 linear feet
Del Sol Court (50' right-of-way) -	260 linear feet

Section 3. That the annexation of the land described in Exhibit C will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the City of Bowie, real property proposed to be within the corporate limits of the City of Bowie, or any combination of such properties.

Section 4. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City of Bowie, and all duly adopted Charter and Ordinance

provisions of the City of Bowie shall be and are hereby extended and made applicable to such portion of Prince George's County as is, under the provisions of the Resolution, annexed to and made a part of the City of Bowie, Maryland. Nothing herein or elsewhere in the Resolution shall affect the power of the Bowie City Council to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain;

Section 5. The City Manager of Bowie shall cause a public notice to be published not fewer than four (4) times at not less than weekly intervals in a newspaper having general circulation in the City of Bowie and in the area to be annexed which briefly and accurately describes the proposed change and the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Bowie City Council at 8:00 p.m. in the Bowie City Hall, 2614 Kenhill Drive, Bowie, Maryland 20715, on the First day of August, 2007;

Section 6. This Resolution shall become effective forty-five (45) days from the date of enactment by the Bowie City Council, unless within forty-five (45) days of the date of enactment the Bowie City Council receives a Petition for Referendum filed in accordance with the provisions of Article 23A, Section 19 (g) of the Annotated Code of Maryland (2001 Rep. Vol.);

AND BE IT FURTHER RESOLVED, by the Bowie City Council that the City Manager, immediately upon the first publication of the public notice,

shall transmit a copy of the public notice to the County Executive, County Council, the Executive Director of the Maryland-National Capital Park and Planning Commission and the Director, Office of Planning of the State of Maryland, each of which shall have the first right to be heard at the scheduled public hearing prior to opening the hearing to the general public.

AND BE IT FURTHER RESOLVED, by the Bowie City Council that the City Manager shall, on or after the effective date of the Resolution, promptly register both the original and new corporate boundaries of the City of Bowie with the City Clerk, the Clerk of the Circuit Court for Prince George's County, the Department of Legislative Reference for the State of Maryland, and the Maryland-National Capital Park and Planning Commission.

INTRODUCED by the Bowie City Council at a regular legislative session on June 4, 2007.

ENACTED by the Bowie City Council at a legislative session on _____, 2007.

WITNESS:

THE CITY OF BOWIE, MARYLAND

Pamela A. Fleming
City Clerk

G. Frederick Robinson
Mayor

13-00-030

CLERK OF THE
COURT

ANNEXATION AGREEMENT

THIS AGREEMENT is made this 22 day of October, 2002, by and between the City of Bowie, a municipal corporation of the State of Maryland ("City"), and the James G. Sakellaris Family Partnership, LLC, (hereafter, "Sakellaris") a Maryland partnership with its principal place of business located at 5126 Harford Road, Baltimore, Maryland, and Mid-Atlantic Builders of Ashleigh, Inc. (hereafter, "Mid-Atlantic"), a Maryland corporation with its principal place of business located at 6110 Executive Boulevard, Suite 902, Rockville, Maryland.

RECITALS

WHEREAS, Sakellaris is the owner of record and Mid-Atlantic is a contract purchaser and/or owner of record of certain real property located in Prince George's County, Maryland, commonly known as "Ashleigh," and more particularly described in Exhibit A attached hereto and made a part hereof as if set forth in full in the body of this Agreement and hereinafter referred to as the "Subject Property"; and,

IMP. FD. SURV. \$ 3.00
RECORDING FEE 0.00
TOTAL 3.00
Rec# 4002 Rec# 2000000
10/31/02 12:15 PM

WHEREAS, Sakellaris has received approval for its intended development for the Subject Property as set forth in Preliminary Plan #4-91117 (approved by the Prince George's County Planning Board on February 27, 1992, Planning Board Resolution #92-17), Detailed Site Plan #SP-95103 (approved by the Prince George's County Planning Board on December 18, 1997, Planning Board Resolution #97-345), and Detailed Site Plan #SP-95103/01 (approved by the Prince George's County Planning staff on May 3, 2001) for the community known therein as "Ashleigh," subject to the conditions of approval attached thereto; and,

WHEREAS, Sakellaris, Mid-Atlantic and the City desire to have the Subject Property incorporated into the corporate boundaries of the City of Bowie; and,

WHEREAS, it is anticipated that, at the time of annexation, a portion of the lots located within the Subject Property will have been conveyed to third-party homeowners

while a portion of the lots (hereafter, "the Unoccupied Annexation Area") will remain in the ownership of Sakellaris and Mid-Atlantic; and.

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), Sakellaris, Mid-Atlantic and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Subject Property:

WITNESSETH:

1. **WARRANTIES AND REPRESENTATIONS OF CITY**

- A. The City represents that it favors the development of the Subject Property as represented in Detailed Site Plan #SP-95103/01, hereinbefore identified, subject to the respective conditions of approval of same and will support the implementation of development of the Subject Property as represented on the foregoing Preliminary Plan and Detailed Site Plan #SP-95103/01, during the entire remaining development approval process, and further provided such development conforms to Federal, State, and County laws and standards, as may be amended from time to time or as may be waived or varied by the permitting authorities, and to this Agreement. The City's agreement to so support the development as approved shall not be interpreted to preclude it from evaluating revisions to such plans as may from time to time be proposed by Sakellaris and Mid-Atlantic.

- B. The City will not establish any policy, position or course of action, require any standard or condition, make any recommendation, or impose any obligation, which, as applied to the Subject Property, is detrimental to the development of the Subject Property in a manner consistent with the Conditions of Approval of Preliminary Plan #4-91117, and Detailed Site Plans #SP-95103 and #SP-95103/01.

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- C. The City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the Bowie City Council from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the citizens of the City, nor from applying such ordinances or charter provisions to the development of the Subject Property, provided such application does not operate to divest prior approvals, nor interfere with the vested rights of Sakellaris or Mid-Atlantic.

- D. The City agrees to support architecture consistent with the style, size and character of the units originally approved for the Ashleigh subdivision.

2. WARRANTIES AND REPRESENTATIONS OF THE DEVELOPER

- A. This Agreement constitutes formal written consent by Sakellaris and Mid-Atlantic to annexation as required by Article 23A, Section 19(b). Sakellaris and Mid-Atlantic acknowledge that they will receive a benefit from annexation and agree, as a bargained-for condition and circumstance applicable to annexation, and that subject to Paragraph 8 herein, they waive and completely relinquish any right to withdraw their consent to annexation from the date of execution of this Agreement by all parties. Sakellaris and Mid-Atlantic further agree that they will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which they are permitted to vote, that they shall vote in favor of the Annexation Resolution. In addition Sakellaris and Mid-Atlantic agree that sales of all or part of the Subject Property after the effective date of the Annexation Agreement shall be subject to obtaining Consent to Annexation forms from purchasers as fully set forth in Paragraph 8.E. of this Agreement.

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- B. Sakellaris and Mid-Atlantic warrant and represent that they have the full authority to sign this Agreement and are, in fact, the owners of legal and equitable title of more than Twenty-Five Percent (25%) of the Subject Property described in Exhibit A. and that there is no action pending against them, or involving them, which would in any way affect their right and authority to execute this Agreement.

- C. Sakellaris and Mid-Atlantic represent that there are no persons residing within the Subject Property.

3. ANNEXATION

- A. Annexation of the Subject Property shall occur in two (2) phases in accordance with the identified phases of development shown in attached Exhibit B.

- B. Upon the release of all street and stormwater management bonds by Prince George's County and the fulfillment of all the considerations, contingencies, and obligations in this Agreement for each phase of development (see especially Paragraph 8), the City shall initiate the process of annexation of each phase of the Subject Property in accordance with this Agreement, and Sakellaris and Mid-Atlantic shall cooperate as necessary to accomplish this annexation.

4. TAXATION

- A. The City agrees that the Unoccupied Annexation Area and each lot into which the Unoccupied Annexation Area has been subdivided shall be exempt from a portion of municipal taxation by the City ("Exempt Tax") for a period that ends for each portion of the Unoccupied Annexation Area or lot within the Unoccupied Annexation Area, on the first to occur of: (a)

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the date that is five (5) years from the effective date of the Annexation Resolution; or, (b) the date on which settlement occurs with respect to the sale or transfer of each of lot or lots within the Annexation Area to any third party for use as a residence, or by the Homeowner's Association. The Exempt Tax shall be that portion of Bowie municipal taxation which would increase the tax charged from what is currently charged or which would be charged in any year during which this exemption is in effect by the State of Maryland and Prince George's County against the real property within each phase of the Subject Property, or any of the lots within each phase of the Subject Property. The City represents and Sakellaris and Mid-Atlantic acknowledge that the Prince George's County Director of Finance collects both state and municipal real property taxes for properties located within the City. To effect the tax exemption herein granted the City will provide to the Prince George's County Director of Finance a reduced municipal tax rate to apply to the Subject Property for each lot into which the Subject Property has been subdivided.

- B. If, in the future the Prince George's County Director of Finance cannot accommodate differing tax rates to properties within the same municipality, then, to give effect to the exemption herein granted the City will refund to each taxpayer benefited by the exemption, upon application for such refund, pursuant to the authority contained in §14-905(b) of the Tax-Property Article, Annotated Code of Maryland, an amount equal to the Exempt Tax.

5. APPLICATION OF CITY OF BOWIE CODE AND CHARTER

From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Subject Property except as otherwise specifically provided herein.

6. MUNICIPAL SERVICES

From and after the effective date of the Annexation Resolution, the City will provide all applicable municipal services to the Subject Property.

7. CITY BOUNDARY MARKERS

The City will install, no later than the effective date of the Annexation Resolution, at its own expense, City Boundary Markers at the boundary lines to the newly enlarged City boundaries.

8. DEVELOPMENT CONSIDERATIONS

A. The City will, if the development and construction take place in accordance with the County and State requirements, accept such development and construction for all City intents and purposes, including maintenance. Furthermore, it is the intent of this material inducement that the City shall not seek to apply, impose, or recommend any condition or requirement that would result in a more strict, onerous or expensive interpretation, obligation or delay than would otherwise be applicable through County or State statutes, laws, ordinances, regulations, conditions, requirements, policies, or interpretations.

B. Initiation of each phase of annexation contemplated by Paragraph 3 of this Agreement may not be commenced until the occurrence of the events described in such Paragraph. Sakellaris and Mid-Atlantic shall, concurrent with submitting any application or plans recited above to the State or County, concurrently forward a courtesy copy to the City. Sakellaris and Mid-Atlantic furthermore grant permission to the City for its employees or consultants to enter onto the Subject Property prior to the effective date of annexation for the purposes of observing the work being performed as contemplated in this Paragraph.

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- C. The City agrees not to advocate, seek or recommend to the County and/or State conditions or revisions to the applications, plans, or permits referenced in this Paragraph that would directly or indirectly impose prevailing City requirements that would be more strict, onerous, or expensive than normal or customary State or County requirements.
- D. The City agrees upon the effective date of annexation of each phase and thereafter to accept for maintenance all public facilities constructed on each phase of the Subject Property, save underground water, sewer, electricity, cable television, telephone or other communications, and natural gas lines (if any), pursuant to the aforesaid State or County plans and permits, regardless of whether such public facilities conform to the City's normal requirement applicable to such public facilities. The City's acceptance of such facilities for public maintenance is expressly contingent upon submission by Sakellaris to the City of approved engineering plans and "as built" plans for the facilities certified by a registered professional engineer.
- E. Sakellaris and Mid-Atlantic agree that they will: (i) inform all prospective purchasers of lots in the Subject Property of the annexation in writing and as a part of the contract package; (ii) provide copies of the phasing plan of and the annexation agreement for the Subject Property as a part of the settlement package; and, (iii) no later than settlement, require each purchaser of a residential lot in the Subject Property to execute the Consent to Annexation form attached hereto as Exhibit C, as a condition of acquiring the residential lot and any improvements located or to be constructed thereon. Sakellaris and Mid-Atlantic will forward the executed Consent to Annexation forms to the City within two weeks after each settlement. Sakellaris, Mid-Atlantic and the City will each designate

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individuals from their respective organizations who will be responsible for coordinating the timely provision of the Consents to Annexation to the City

9. CONTINGENCY

This Agreement is contingent on the performance of all of the material obligations of the parties to this Agreement and will be null and void if such obligations are not performed; provided that any party has notified the others of any failure to perform, and provided the defaulting party has not cured the default within thirty (30) days of such notification.

10. MISCELLANEOUS

- A. The use of the singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate. The use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate "his," hers" and "theirs".
- B. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.
- C. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded by the City of Bowie among the Land Records of Prince George's County, Maryland, and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and

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constitutes the entire understandings between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Annexation Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

- D. The parties hereto acknowledge that, in entering into this Agreement, no party has been induced by, nor has relied upon, not included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.
- E. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.
- F. This Agreement, its benefits and burdens, shall not be assignable, in whole or in part, by Sakellaris or Mid-Atlantic without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the Subject Property or any part thereof. However, Sakellaris and Mid-Atlantic will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Subject Property, without first obtaining the written consent and acknowledgment of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. Sakellaris and Mid-Atlantic shall provide the City copies of all documents of transfer or assignment of this Agreement,

including exhibits when the documents are fully executed, regardless of recordation.

- G. The captions in this Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.
- H. This Annexation Agreement shall be interpreted in accordance with the laws of the State of Maryland and any suit to enforce the terms hereof or for damages for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right they might otherwise have to bring, transfer or remove such suit in to any other form. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.
- I. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

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IF TO THE CITY. David J. Deutsch, City Manager
The City of Bowie
Bowie City Hall
2614 Kenhill Drive
Bowie, Maryland 20715

With a copy to:

Robert H. Levan, Esquire
Levan, Colaresi, Ferguson & Levan, P.A.
6325 Woodside Court, Suite 230
Columbia, MD 21046

IF TO THE OWNER: James G. Sakellaris Family Limited Partnership, LLC
5126 Harford Road
Baltimore, Maryland 21214
Attention: Mr. James G. Sakellaris

With a copy to:

John G. Sakellaris, Esq.
Bernstein and Sakellaris
1622 The World Trade Center
Baltimore, Maryland 21202

AND TO: Mid-Atlantic Builders of Ashleigh, Inc.
6110 Executive Boulevard
Suite 902
Rockville, Maryland 20852
Attention: Mr. Roger M. Lebbin, President

With a copy to:

Jonathan I. Kipnis, Esq.
Wertheimer and Associates, P.C.
4550 Montgomery Avenue
Suite 900N
Bethesda, Maryland 20814

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS.

Pamela A. Jennings

THE CITY OF BOWIE

By:

David J. Deutsch

WITNESS/ATTEST:

Kathleen J. Geller
Kathleen Deutsch

OWNER:

By:

James E. Sakelari
[Signature]

APPROVED AS TO FORM:

Robert H. Levan, City Attorney

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY, that on this 22 day of October, 2002, before me, a Notary Public in and for the State aforesaid, personally appeared David J. Deutsch who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of Bowie, a municipal corporation of the State of Maryland, and that said City manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such City Manager.

WITNESS my hand a notarial seal.

Pamela A. Jennings (SEAL)
Notary Public

My Commission Expires: September 1, 2004

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STATE OF MARYLAND.
COUNTY OF ~~PRINCE GEORGES~~, to wit:
MONTGOMERY

I HEREBY CERTIFY, that on this 10TH day of OCTOBER, 2002, before me, a Notary Public in and for the State aforesaid, personally appeared JAMES G. SAKELLARIS party to the within Annexation Agreement and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand a notarial seal.

Carlye L. Day (SEAL)
Notary Public

My Commission Expires: SEPTEMBER 1, 2004

STATE OF MARYLAND,
COUNTY OF ~~PRINCE GEORGES~~, to wit:
MONTGOMERY

I HEREBY CERTIFY, that on this 10TH day of OCTOBER, 2002, before me, a Notary Public in and for the State aforesaid, personally appeared STEPHEN H PAUL, party to the within Annexation Agreement and acknowledged that he executed the same for the purposes therein contained.

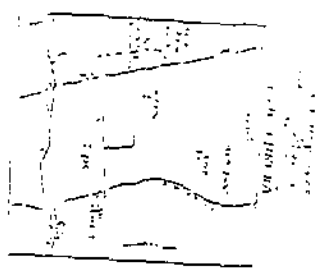
WITNESS my hand a notarial seal.

Carlye L. Day (SEAL)
Notary Public

My Commission Expires: SEPTEMBER 1, 2004

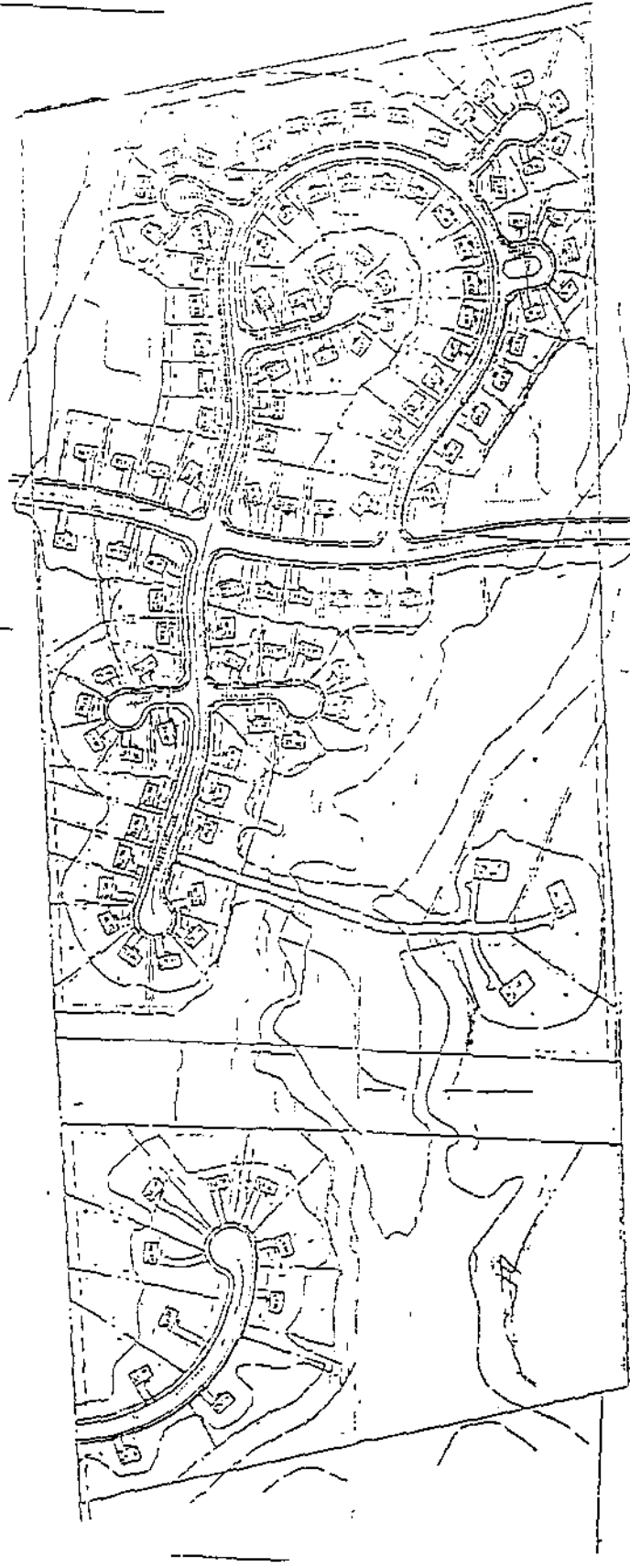
I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

Robert H. Levan
Robert H. Levan, City Attorney



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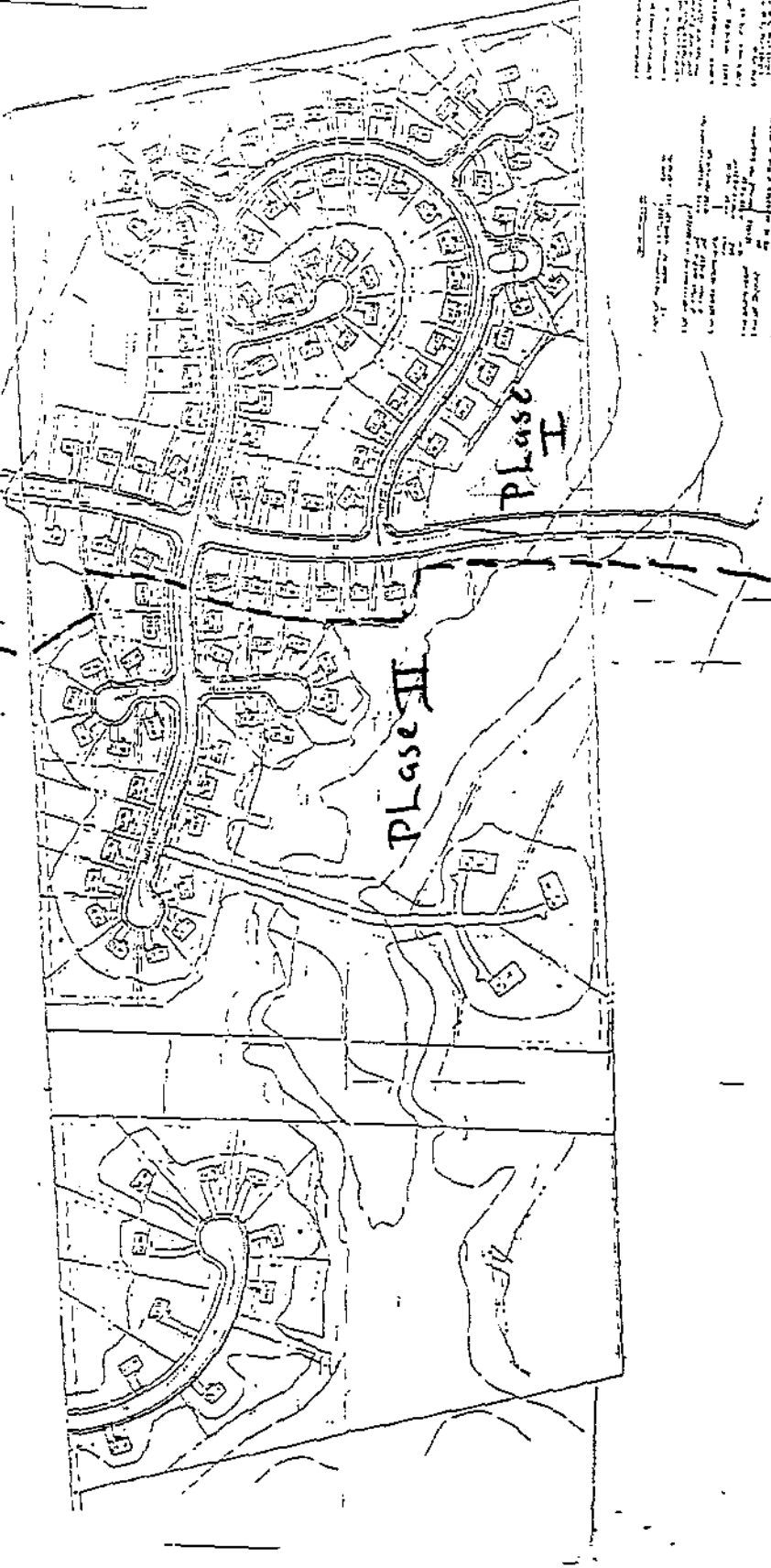


1. The site plan is based on the following information:
 a. Aerial photograph of the site.
 b. Survey data of the site.
 c. Information provided by the client.
 2. The site plan shows the following features:
 a. Buildings.
 b. Roads.
 c. Paths.
 d. Boundaries.
 3. The site plan is subject to change without notice.
 4. The site plan is not to be used for any other purpose.
 5. The site plan is the property of the architect.
 6. The site plan is to be kept confidential.
 7. The site plan is to be used only for the purpose for which it was prepared.
 8. The site plan is to be used only in conjunction with the other documents prepared by the architect.
 9. The site plan is to be used only in conjunction with the other documents prepared by the architect.
 10. The site plan is to be used only in conjunction with the other documents prepared by the architect.

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Phase II | Phase I



1. The site is located in the SW 1/4 of Section 10, Township 12 North, Range 10 East, and Survey 10 East, T12N R10E S10E.

2. The site is bounded by the following:

- North: [Boundary description]
- South: [Boundary description]
- East: [Boundary description]
- West: [Boundary description]

3. The site is divided into three phases:

- Phase I: [Area description]
- Phase II: [Area description]
- Phase III: [Area description]

4. The site is shown with the following features:

- Building footprints
- Parking lots
- Driveways
- Site boundaries

5. The site is shown with the following features:

- Building footprints
- Parking lots
- Driveways
- Site boundaries

5034 345

BEFORE THE COUNCIL OF THE CITY OF BOWIE, MARYLAND

CONSENT TO ANNEXATION

The undersigned owners residents of the property described on Exhibit A hereto (the "Annexation Area") commonly referred to as Ashleigh hereby consent to the Annexation by the Council of the City of Bowie, Maryland of the Annexation Area into the existing corporate area of the City of Bowie, in conformance with, and as authorized by, Article 23A, Section 19 of the Annotated Code of Maryland and state:

1. Check each that applies:
 - a. I own land in the Annexation Area located at _____ (insert address).
 - b. I reside in the Annexation Area and am registered to vote in Prince George's County.
2. I consent to the adoption of a resolution by the Council of the City of Bowie, Maryland annexing the Annexation Area to the existing corporate area of the City of Bowie.
3. This Consent to Annexation constitutes my formal written consent to annexation as required by Article 23A, Section 19(b) of the Annotated Code of Maryland. I agree that I will not petition the Annexation Resolution to referendum and, in the event of such a referendum election, in which I am permitted to vote, I will vote in favor of the Annexation Resolution.
4. I understand that from and after the effective date of the Annexation Resolution, all provisions of the Code and Charter of the City of Bowie will have full force and effect within the Annexation Area.

WITNESS

RESIDENT/PROPERTY OWNER:

Name: _____

Address: _____

Lot Number: _____

Block Designation: _____

3134 046

WITNESS

RESIDENT/PROPERTY OWNER:

Name: _____

Address: _____

Lot Number: _____

Block Designation: _____

STATE OF MARYLAND
COUNTY/CITY OF _____, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 200__, before me, a Notary Public in and for the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public

STATE OF MARYLAND
COUNTY/CITY OF _____, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 200__, before me, a Notary Public in and for the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal the day and year first above written.

Notary Public



ALL COUNTY LOCATION SURVEYS, INC.

2813 Patuxent River Road
 Davidsonville, MD 21035
 410-798-9701 Fax: 410-798-9705
 Email: allcountysurveys@erols.com

SCHEDULE 'A'

ANNEXATION OF

ASHLEIGH AND SURROUNDING PROPERTIES

QUEEN ANNE (7th) ELECTION DISTRICT

PRINCE GEORGES COUNTY, MARYLAND

BEING all or part of those parcels of land described in the following deeds; The first (1st) being from The Franklin Davis Nurseries Incorporated to the Board of Education of Prince George's County, Maryland by deed dated December 18, 1917 and recorded among the Land Records of Prince George's County, Maryland in Liber 128 at Folio 128, the second (2nd) being from Frank Thompson and wife to Maryland National Capital Park and Planning Commission, by deed dated October 20, 1970 and recorded among the aforesaid Land Records in Liber 3880 at Folio 190, the third (3rd) being from Alexander J. Harmel and Cecelia Augusta Harmel, his wife, to Maryland National Capital Park and Planning Commission, by deed dated March 10, 1971 and recorded among the aforesaid Land Records in Liber 4064 at Folio 986, the fourth (4th) being from Julian DiMeglio and others to the Maryland National Capital Park and Planning Commission, by deed dated April 27, 1973 and recorded among the aforesaid Land Records in Liber 4221 at Folio 272, the fifth (5th) being from Fred N. Schneider and Doris Schneider, his wife to Honor C. Magill, by deed dated August 30, 1974 and recorded among the aforesaid Land Records in Liber 4414 at Folio 071, the sixth (6th) being from Cecelia Augusta Harmel to the Maryland National Capital Park and Planning Commission, by deed dated March 17, 1982 and recorded among the aforesaid Land Records in Liber 5519 at Folio 630, the seventh (7th) being from Prince George's County, Maryland to the Maryland National Capital Park and Planning Commission, by deed dated June 26, 1986 and recorded among the aforesaid Land Records in Liber 6394 at Folio 523, the eighth (8th) being from Ruby L. Tubbs and Irene Kramer to Irene Kramer, by deed dated December 17, 1991 and recorded among the aforesaid Land Records in Liber 8195 at Folio 472, the ninth (9th) being from H. McKinley Lewis to the Maryland National Capital Park and Planning Commission, by deed dated February 20, 1996 and recorded among the aforesaid Land Records in Liber 10721 at Folio 380, the tenth (10th) being from Robert A. Dixon to the Board of Education of Prince Georges County, Maryland, by deed dated June 20, 1996 and recorded among the aforesaid Land Records in Liber 10866 at Folio 066, the eleventh (11th) being from Edward R. Beisler, Jr., to Edward R. Beisler, Jr and Connie A. Beisler, his wife, by deed dated October 18, 1996 and recorded among the aforesaid Land Records in Liber 11153 at Folio 696, the twelfth (12th) being from Woodmore Estates, LLC, to the Maryland National Capital Park and Planning Commission, by deed dated October 10, 2001 and recorded among the aforesaid Land Records in Liber 15068 at Folio 442, and the thirteenth (13th) from Donna M. Tkach and John M. Sowers, to Russell W. Clark, Jr. and Bonnie Born, by deed dated June 7, 2002

and recorded among the aforesaid Land Records in Liber 15928 at Folio 102 and also Lots 1, 2, 3 and 35 through 40, Block 'C', Lots 1 through 4, 37, 38 and Parcel 'F', Block 'D', Lots 1 through 5, 29, and 30, Block E, all of Pin Oak Parkway, (60' wide) and part of Doveheart Lane, (50 feet wide), as shown on a plat of subdivision entitled "Plat Three, Ashleigh" and recorded among the aforesaid Land Records in Plat Book V.J. 184 as Plat Number 63, and Lots 5 through 36, and Parcels 'G', and 'H', Block 'D', Lots 6 through 28, Block 'E', part of Doveheart Lane (60 feet wide) and all of Dalecrest Court, (50 feet wide), Del Sol Court, (50 feet wide), Danshire Court, (50 feet wide) and Dovetail Court, (38 feet wide), as shown on a plat of subdivision entitled "Plat Four, Ashleigh" and recorded among the aforesaid Land Records in Plat Book V.J. 184 as Plat Number 064, and also part of the sixty-six (66) feet wide Right-of-Way of the Philadelphia, Baltimore and Washington Railroad, Popes Creek Branch, and being more particularly described in the datum of Maryland Coordinate System, per Plat Book WWW 75 as Plat Number 30; as follows

BEGINNING for the same at a point in the centerline of Mount Oak Road, sixty (60) feet wide, and as shown on the plat of subdivision entitled "Plat Seven, Tall Oaks Estates", recorded among the aforesaid Land Records in Plat Book V.J. 158 as Plat Number 64; said point also being the intersection of the centerline of Mount Oak Road and the southwesterly Right-of-Way line of the Philadelphia, Baltimore and Washington Railroad Right-of-Way, Popes Creek Branch, sixty-six (66) feet wide, and running thence with and binding along the centerline of said Mount Oak Road, the following two (2) courses and distances

1. 170.11 feet along the arc of a curve, deflecting to the left, having a radius of 2,600.00 feet and a chord bearing and distance of North 88°55'33" East, 170.08 feet to a point of compounded curvature, thence
2. 386.13 feet along the arc of a tangent curve, deflecting to the left, having a radius of 1,090.39 feet and a chord bearing and distance of North 76°54'33" East, 384.12 feet to a point, thence leaving said centerline and running with and along the northeasterly or South 38°33'43" East, 196.80 feet line, and the northwesterly extension thereof, as shown on said plat recorded in Plat Book V.J. 158 as Plat Number 064, the following course and distance
3. South 38°33'43" East, 211.93 feet to a point in the northwesterly or North 37°18'19" East, 120.84 feet line of Parcel 'A', as shown on a plat of subdivision entitled "Parcel A, Central Maintenance and Supply Distribution Center", recorded among the aforesaid Land Records in Plat Book WWW 77, as Plat Number 49, 47.26 feet from the southwesterly end thereof and thence running with and along a part of said plat line, the following course and distance
4. North 36°39'03" East, 73.67 feet to a point at the beginning of the tenth (10th) or North 37°18'19" East, 126.71 feet line of that parcel of land as described in said deed recorded in Liber 5519 at Folio 630, thence with and along said tenth (10th) deed line, the following course and distance
5. North 36°39'03" East, 126.70 feet to a point at the beginning of the second (2nd) or North 51°45" East, 248.84 feet line of that parcel of land described in said deed, recorded in Liber 11153 at Folio 696, thence with and along said second deed line, the following course and distance
6. North 45°13'44" East, 249.55 feet to a point, thence with and along the centerline of said Mount Oak Road and with and along the north outlines of those parcels of land as described in said deeds recorded in Liber 11153 at Folio 696, Liber 15928 at Folio 102 and Liber 8195 at Folio 472, the following three (3) courses and distances
7. North 75°38'22" East, 297.58 feet to a point, thence

8. 89.34 feet along the arc of a tangent curve, deflecting to the right, having a radius of 622.00 feet and a chord bearing and distance of North 82°06'10" East, 89.26 feet to a point, thence with a tangent line
9. North 86°55'03" East, 115.74 feet to a point, thence leaving said Mount Oak Road and running reversely with and along the westerly or North 00°18'33" East, 254.84 feet line of that parcel of land as shown on the plat of subdivision entitled "Pointer Ridge at Belair Village, Section 29" and recorded among the aforesaid Land Records in Plat Book WWW 75 as Plat Number 30 and with and along the easterly outline of that parcel of land described in said deed recorded in Liber 8195 at Folio 472, the following course and distance
10. South 00°18'33" West, 256.33 feet to a point, thence running reversely with and along the northerly lines of Lots 138 through 134, Block 2, as shown on said plat recorded in Plat Book WWW 75 as Plat Number 30, and also with and along the southerly outlines of those parcels of land described in said deeds, Liber 8195 at Folio 472, Liber 15928 at Folio 102 and Liber 11153 at Folio 696, the following three (3) courses and distances
11. South 78°47'43" West, 37.36 feet to a point, thence
12. North 89°41'27" West, 164.96 feet to a point, thence
13. South 79°22'32" West, 388.79 feet to a point, thence running reversely with and along all of the southwesterly or North 50°54'40" West, 632.76 feet line, as shown on said Plat Book WWW 75 as Plat Number 30, and also reversely with a part of the westerly or North 08°58'45" East, 532.87 feet line, as shown on said plat, and with and along the second (2nd) and third (3rd) lines of that parcel of land as described in said deed, Liber 5519 at Folio 630, the following two (2) courses and distances
14. South 50°54'40" East, 632.76 feet to a point, thence
15. South 08°58'45" West, 433.57 feet to a point, thence running with the remainder of said third (3rd) deed line and reversely with and along the westerly or North 08°58'45" East, 412.44 feet line and the westerly or North 06°41'15" West, 891.28 feet line of that parcel of land as shown on a plat of subdivision entitled "Pointer Ridge at Belair Village, Section 28", recorded among the aforesaid Land Records in Plat Book WWW 75 as Plat Number 29, and with and along the seventh (7th) and eighth (8th) lines of that parcels of land described in said deed, Liber 4064 at Folio 986, the following two (2) courses and distances
16. South 08°58'45" West, 511.74 feet to a point, thence
17. South 06°41'16" East, 891.28 feet to a point, thence running reversely with and along the westerly or North 10°29'12" West, 65.37 feet line of that parcel of land as shown on said Plat Book WWW 75, as Plat Number 29, and reversely with and along a part of the westerly or North 10°29'12" West, 946.06 feet line of that parcel of land as shown on the plat of subdivision entitled "Pointer Ridge at Belair Village, Section 27", recorded among the aforesaid Land Records in Plat Book WWW 75 as Plat Number 28, and with and along the first (1st) and second (2nd) lines, as described in said deed, Liber 10721 at Folio 380; the following course and distance
18. South 10°29'12" East, 846.04 feet to a point at the northerly end of the easterly or South 10°28'48" East, 769.72 feet line of that parcel of land as shown on the plat of subdivision entitled "Parcel B, Collington Branch Park", recorded among the aforesaid Land Records in Plat Book WWW 85 as Plat Number 63, thence with and along said easterly or South 10°28'48" East, 769.72 feet line and reversely with and along a part of said westerly or North 10°29'12" West, 946.06 feet line, reversely with and along the westerly or North 10°29'14" West, 150.00 feet line of that parcel of land as shown on said Plat Book WWW 75 as Plat Number 28 and reversely with

- and along the westerly or North 10°29'14" West, 453.19 feet line of that parcel of land as shown on the plat of subdivision entitled "Pointer Ridge at Belair Village, Section 24", recorded among the aforesaid Land Records in Plat Book WWW 74 as Plat Number 007, the following course and distance
19. South 10°29'14" East, 769.06 feet to a point in the northerly or North 78°20'09" East, 528.00 feet line of that parcel of land as shown on a plat of subdivision entitled "Parcel A, Collington Branch Park", recorded among the aforesaid Land Records in Plat Book WWW 76 as Plat Number 009, 9.81 feet from the easterly end thereof, thence with and along a part of said northerly or North 78°20'09" East, 528.00 feet line and reversely with and along the southerly or South 78°21'53" West, 9.67 feet line of that parcel of land as shown on said Plat Book WWW 74 as Plat Number 007, the following course and distance
 20. North 78°21'53" East, 9.81 feet to a point, thence reversely with and along the westerly or North 14°14'30" West, 412.50 feet line, and the southerly or North 78°20'09" East, 528.00 feet line, as shown on said Plat Book WWW 74 as Plat Number 007, the following two (2) courses and distances
 21. South 14°14'30" East, 412.50 feet to a point, thence
 22. South 78°20'09" West, 527.51 feet to a point of the easterly Right-of-Way line of the said Philadelphia, Baltimore and Washington Railroad, Popes Creek Branch, thence running so as to cross said Railroad Right-of-Way, the following course and distance
 23. South 78°20'09" West, 66.07 feet to a point in the westerly Right-of-Way line of said Railroad, thence with and along said westerly Right-of-Way line and reversely with and along a part of the easterly or South 14°14'46" East, 1300.76 feet line of that parcel of land as shown on the plat of subdivision entitled "Section 4, Plat 1, Tall Oaks Crossing" and recorded among the aforesaid Land Records in Plat Book NLP 125 as Plat Number 096, and reversely with and along all of the easterly or South 14°14'46" East, 875.89 feet line of that parcel of land as shown on the plat of subdivision entitled "Section 4, Plat 2, Tall Oaks Crossing", recorded among the aforesaid Land Records in Plat Book NLP 125 as Plat Number 097, the following course and distance
 24. North 14°11'41" West, 1,127.04 feet to a point, thence leaving said Right-of-Way and running with and along the southerly or South 85°39'21" West, 796.26 feet line of that parcel of land as shown on the plat of subdivision entitled "Plat Four, Ashleigh", recorded among the aforesaid Land Records in Plat Book V.J. 184 as Plat Number 064 and with and along a part of the southerly or South 85°39'21" West, 738.14 feet line of that parcel of land as shown on a plat of subdivision entitled "Plat Three, Ashleigh", recorded among the aforesaid Land Records in Plat Book V.J. 184 as Plat Number 063, the following course and distance
 25. South 85°39'16" West, 1,241.80 feet to a point, thence with and along a part of the westerly Right-of-Way line of Pin Oak Parkway, sixty (60) feet wide, as shown on said Plat Book V.J. 184 as Plat Number 063, the following three (3) courses and distances
 26. North 04°22'04" West, 81.05 feet to a point of curvature, thence
 27. 262.10 feet along the arc of a tangent curve, deflecting to the left, having a radius of 1,447.57 feet and a chord bearing and distance of North 09°33'18" West, 261.74 feet to a point of reverse curvature, thence
 28. 55.51 feet along the arc of a curve, deflecting to the right, having a radius of 1,230.00 feet and a chord bearing and distance of North 13°26'57" West, 55.50 feet to a point, thence leaving said Right-of-Way and running with and along the southerly, southwesterly and westerly outlines of Lots 40 through 35, Block 'C', as shown on

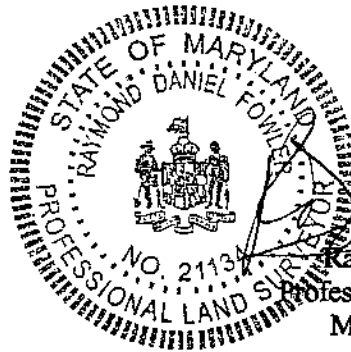
said Plat Book V.J. 184 as Plat Number 063, the following six (6) courses and distances

29. North 86°56'56" West, 128.20 feet to a point, thence
30. North 48°17'23" West, 52.18 feet to a point, thence
31. North 00°42'34" West, 168.52 feet to a point, thence
32. North 05°03'02" East, 148.11 feet to a point, thence
33. North 09°12'21" East, 79.41 feet to a point, thence
34. North 13°35'47" East, 94.11 feet to a point on the southerly Right-of-Way line of Doveheart Lane, fifty (50) feet wide, as shown on said Plat Book V.J. 184 as Plat Number 063, thence running so as to cross said Right-of-Way, the following course and distance
35. North 33°21'35" East, 58.30 feet to a point on the northerly Right-of-Way line of said Doveheart Lane, thence running with the common lot line of Lots 2, 3 and 4, Block 'C', as shown on said Plat Book V.J. 184 as Plat Number 063, the following course and distance
36. North 04°41'23" East, 192.29 feet to a point on the southerly or South 81°57'12" West, 241.20 feet line of said Lot 1, Block 'C', as shown on said Plat Book V.J. 184 as Plat Number 063, 140.47 feet from the easterly end thereof, thence with and along a part of the outline of said Lot 1, Block 'C', the following two (2) courses and distances
37. South 81°55'47" West, 100.73 feet to a point, thence
38. North 35°01'58" West, 168.54 feet to a point on the southerly or North 85°23'07" East, 1,084.67 feet line of that parcel of land as shown on the plat of subdivision entitled "Plat Three, Tall Oaks Estates", recorded among the aforesaid Land Records in Plat Book V.J. 158 as Plat Number 60, 8.39 feet from the easterly end thereof, thence with and along a part of said southerly or North 85°23'07" East, 1,084.67 feet line and with and along the southerly or North 85°23'07" East, 1,239.02 feet line of that parcel of land as shown on the plat of subdivision entitled "Plat Four, Tall Oaks Estates", recorded among the aforesaid Land Records in Plat Book V.J. 158 as Plat Number 061, the following course and distance
39. North 85°23'07" East, 1,247.41 feet to a point on the aforesaid westerly Right-of-Way line of Philadelphia, Baltimore and Washington Railroad, Popes Creek Branch, thence with and along said westerly Right-of-Way line, and with and along the northeasterly or North 14°15'10" West, 1,282.11 feet line of that parcel of land as shown on said Plat Book V.J. 158 as Plat Number 061, the following course and distance
40. North 14°15'10" West, 1,282.11 feet to a point, thence leaving said Right-of-Way and running with and along the southeasterly or South 68°10'23" West, 146.91 feet plat line, and the northeasterly or North 21°19'22" West, 116.51 feet plat line, of that parcel of land as shown on said Plat Book V.J. 158 as Plat Number 061, the following two (2) courses and distances
41. South 68°10'25" West, 146.91 feet to a point, thence
42. North 21°19'22" West, 116.51 feet to a point, thence with and along the northeasterly or North 21°19'22" West, 128.06 feet plat line, and reversely with and along the southeasterly or South 63°07'00" West, 174.49 feet plat line, of that parcel of land as shown on a plat of subdivision entitled "Plat Seven, Tall Oaks Estates", recorded among the aforesaid Land Records in Plat Book V.J. 158 as Plat Number 064, the following two (2) courses and distances
43. North 21°19'22" West, 128.06 feet to a point, thence
44. North 63°07'00" East, 174.49 feet to a point of curvature on the westerly Right-of-Way line of the said Philadelphia, Baltimore and Washington Railroad, thence with

and along a part of said westerly Right-of-Way line and reversely with and along the northeasterly outline of that parcel of land as shown on said Plat Book V.J. 158 as Plat Number 064, the following two (2) courses and distances

- 45 186.35 feet along the arc of a tangent curve, deflecting to the left, having a radius of 2,831.79 feet and a chord bearing and distance of North 19°17'26" West, 186.35 feet to a point, thence
- 46. North 21°34'52" West, 270.21 feet to the point of beginning; containing 5,183,195 square feet or 118.9898 acres of land.

9/16/05
Date



Raymond D. Fowler
Professional Land Surveyor
MD Reg. No. 21144

G:\DATA\NEW_JOBS\New-2005\0420-05\Schedule A.doc

Annexation Impact Analysis-FY08

Name of annexation area:

Input data

No. of homes annexing into City	81
Average assessed values of annexing homes	\$450,000
Total number of City households	20,554
Police Protection:	
Per capita allocation	\$2.50
Average household size	2.8
City tax rate (per \$100 of assessed value)	\$0.352

Revenues

Real Property Taxes (\$36,450,000 X \$0.352) \$128,304

Source	FY08 Budget	Per Household*	Houses Annexing	Projected Revenue	
State Income Taxes	\$6,440,000	\$313.32	81	\$25,379	
Motor Vehicle Taxes	3,200,000	155.69	81	12,611	
Cable Franchise Fees	860,700	41.88	81	3,392	
Police Protection	252,000	**		567	
Total	<u>\$10,752,700</u>			<u>\$41,949</u>	<u>\$41,949</u>

*FY08 Budget appropriation divided by 20,554 households.
 **State allocates funds to municipalities at a rate of \$2.50 per capita;
 81 households X 2.8 average household size equals
 227 people X \$2.50 per capita = \$567

Total Annual Revenues equals \$128,304 plus \$41,949 \$170,253

Expenditures

Services	FY08 Budget	Cost per Household*	Houses Annexing	Additional Cost for Services	
Refuse Collection & Disposal	\$5,079,900	\$247.15	81	\$20,019	
Street Maintenance	4,535,200	220.65	81	17,872	
Equipment Charges	2,157,200	104.95	81	8,501 (FY08 amount - EARF schedule)	
Parks & Grounds	2,050,900	99.78	81	8,082	
Stormwater Management	299,000	14.55	81	1,178	
Code Compliance	470,700	22.90	81	1,855	
Senior Citizen	862,000	41.94	81	3,397	
Youth Services Bureau	769,500	37.44	81	3,032	
Animal Control	211,400	10.29	81	833	
Police Department	3,098,600	150.75	81	12,211	
Public Safety	273,400	13.30	81	1,077	
Total	<u>\$19,807,800</u>			<u>\$78,059</u>	<u>\$78,059</u>

Projected Revenue \$ 170,253
 Projected Expenditures (78,059)
Net Impact \$ 92,194