

## ANNEXATION AND PUBLIC FACILITIES AGREEMENT

THIS ANNEXATION AND PUBLIC FACILITIES AGREEMENT (“**Agreement**”) made this \_\_\_\_ day of June, 2022, by the TRAPPE TOWN COUNCIL, a Maryland municipal corporation (“**Town**”) and 8342 Investments LLC, a Maryland limited liability company, and Morrison LLC, a Maryland limited liability company (collectively, the “**Petitioners**”).

### *RECITALS*

The Recitals set forth herein, to the extent that they set forth the intentions of or commitments by the parties, are enforceable provisions of this Agreement.

A. Petitioners are the fee simple owners of several parcels of land designated as Parcels 72 and 29 of Talbot County Tax Map 54, which are located on the northeast of Lovers Lane and adjacent to the Town’s existing municipal boundary in Trappe, Maryland. Such parcels are referred to as the “Annexation Property”.

B. The Annexation Property is contiguous and adjacent to the present corporate boundary of the Town. The Annexation Property is more particularly described and depicted by a plat titled “ANNEXATION 2022 TOWN OF TRAPPE THE LANDS OF 8342 INVESTMENTS LLC AND MORRISON LLC”, dated May 6, 2022, and prepared by Davis, Bowen & Friedel, Inc. (the “Annexation Plat”) which plat is incorporated herein and a reduced scale copy of which is attached hereto as Exhibit A. The Annexation Property is also more particularly described by metes, bounds, courses and distances by a legal description (“Annexation Description”) prepared by Davis, Bowen & Friedel, Inc., titled “LEGAL DESCRIPTION ON THE LANDS OF 8342 INVESTMENTS LLC AND MORRISON LLC TO BE ANNEXED TO THE TOWN OF TRAPPE, MARYLAND”, which is attached hereto as Exhibit B.

C. In order to effectuate the annexation of the Annexation Property, Petitioners executed and submitted to the Town a Petition for Annexation of the Annexation Property (“**Annexation Petition**”). Petitioners constitute the owners or contract purchaser of one hundred percent (100%) of the assessed valuation of the Annexation Property.

D. The proposed annexation is consistent with the Town of Trappe Comprehensive Plan (“Plan”), which designates the Annexation Property as designated growth area in Map I-1 and Map 3-2.

E. The Town desires to provide access to municipal services for designated growth areas located immediately adjacent to the municipal boundary, to control the growth that will occur adjacent to its boundaries, and to ensure that such growth enhances the character of the Town and that the impacts of such growth are managed for the benefit of the Town and its citizens.

F. The Town is willing to annex the Annexation Property, provided that the Petitioners agree to adhere to the laws, ordinances and regulations of the Town and such other provisions set forth herein regarding the use and development of the Annexation Property.

G. Appropriate and required Town public hearings have been held pursuant to applicable law and the Town Council voted to adopt Annexation Resolution 1-2022 on \_\_\_\_\_, 2022 a copy of which is attached hereto as Exhibit C.

H. Petitioners and the Town desire to set forth the terms and conditions of the proposed annexation.

NOW, THEREFORE, in consideration of the mutual interests, provisions and covenants, agreements, and undertakings set forth herein, the sufficiency of which is expressly acknowledged, Petitioners and the Town mutually agree as follows:

1. Property; Town Taxes. The Annexation Property was annexed pursuant to the Annexation Resolution. This Annexation Agreement shall apply to, run with and bind the Annexation Property. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

2. Zoning Upon Annexation.

2.1. Existing Uses. Except as provided herein, Petitioners and the Town agree that all existing land uses, lots and structures, whether permitted, accessory, conforming, non-conforming, or special exceptions, currently made in and upon the Annexation Property may continue following annexation subject to the provisions regarding non-conforming uses contained in the Town Zoning Ordinance.

2.2. Zoning. The Annexation Property shall be classified under the Trappe Zoning Ordinance in the “M” (Industrial) District.

2.3. Future Uses of Annexation Property. Petitioners hereby acknowledge and agree that any future development of the Annexation Property must comply with applicable zoning and approval processes of the Town. Development must also comply with development impact fee ordinances of the Town and County, as applicable. Nothing herein shall, in any way, constitute a development approval of a specific project or a waiver of any associated fees.

3. Public Services and Improvements. The parties agree that neither the execution of this Agreement nor subsequent annexation of the Property into the Town boundaries shall require the Town to extend its water or sewerage services to the Properties, and the Town shall not be compelled to extend such water or sewerage services. Additionally, the Petitioners shall not be compelled to receive town water and/or sewerage services provided as long as Petitioners continue

to own the property, and as long as there is no public health, safety or welfare basis for requiring the extension such as a failing septic system.

The Petitioners understand and recognize that Town water and sewerage services are presently unavailable in the vicinity of the Annexation Properties. If and when such Town water and sewer services are available to serve the Annexation Properties, such services may be extended upon request made by the Petitioners, however, all extensions of the sewer and/or water systems to any portion of the Property will be at the expense of the property owner(s) in accordance with Town tariffs, rates and regulations in effect at the time of extension. Petitioners and the Town agree to grant to the other, upon request, at no cost, rights-of-way or easements over their property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal or public improvements in accordance with the provisions of this Section. Water and sewer charges shall be abated until the Annexation Properties, or any portion thereof, receives such services.

4. Tax Abatement for Parcel 29 of Talbot County Tax Map 54. Upon annexation, town taxes shall be abated on parcel 29 of Talbot County Tax Map 54, which is owned by Morrison LLC, as long as that property, or any portion thereof, is used for agricultural use. If any portion of the property currently owned by Morrison LLC ceases to be used for agricultural purposes, then such property, or portion thereof, shall be subject to municipal taxes in effect for all other similarly situated properties within the Town.

5. Annexation Expenses. The Property Owners shall bear the all of the Town's costs associated with the annexation, including but not limited to all attorney's fees, costs and expenses, engineering fees, and advertising costs.

6. Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

Each Petitioner and the Town agree to promptly execute all permit applications needed by such Petitioner for permits or approvals from federal, State or County agencies and departments or any other public or private agencies from whom a permit is required to develop such Petitioner's portion of the Annexation Property, provided that such permit applications are prepared in accordance with applicable laws, ordinances, rules, and regulations and consistent with development approvals granted by the Town for the Annexation Property. The parties each further agree to cooperate in the securing of such permits or approvals from such agencies. Nothing in this Agreement shall require the Town to vary, deviate, or depart from applicable rules, regulations, or

standards in processing any permit, application, or in issuing any approval. All such rules, regulations, and standards shall remain in full force and effect.

7. **Notices.** All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or (3) by a nationally-recognized delivery service company to the street address with written proof of delivery.

Notices and communications to the Petitioners shall be addressed to, and delivered at, the following addresses:

Morrison LLC  
28539 Sanderstown Road  
Trappe, Maryland 21673

8342 Investments LLC  
3881 Main Street  
Trappe, Maryland 21673

Notices and communications to the Town shall be addressed to, and delivered at, the following addresses:

*Trappe Town Council*  
4011 Powell Avenue  
PO Box 162  
Trappe, Maryland 21673

*With a copy to:*  
Booth, Cropper & Marriner, PC  
130 N. Washington Street  
Easton, Maryland 21601

8. **Other Provisions.**

8.1. **Applicable Law.** It is the intention of the parties that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

8.2. **Scope of Agreement.** This Agreement is not intended to limit the exercise of police powers of the Town or to limit the operation of the Town government, or to guarantee the outcome of any administrative process. Unless otherwise specifically provided in writing in this Agreement or any other subsequent agreement, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which law or regulation is either (1) enacted or adopted in the exercise of a governmental power for a valid governmental

purpose; (2) enacted or adopted by the Town as the result of a mandate by the State of Maryland or the U.S. Government; or (3) applicable to both the Annexation Property and to similarly situated property located outside of the Town in Talbot County.

8.3. Entire Agreement. Except as specifically provided herein, this Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

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

8.5. Waiver of Breaches. No waiver of any contingency or the breach of any of the terms or provisions of this document shall be a waiver of any other contingency or proceeding or succeeding breach of this document or any provision hereof.

8.6. Project as a Private Undertaking. It is understood and agreed by and between the parties hereto that the development or redevelopment of each parcel comprising the Annexation Property is a private undertaking, that neither the Town nor any Petitioner is acting as the agent of any other party hereto in any respect hereunder, and that each party is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

8.7. Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No such modification shall be binding on the other parties hereto nor affect their rights under this Agreement as to any other party without such parties' written consent.

8.8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

8.9. Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the heirs, transferees, successors, and assigns of the parties hereto, and shall constitute covenants running with the land, it being expressly understood and agreed that this Agreement shall be assignable, either as part of the conveyance of the Annexation Property as an entirety or severally as part of the conveyances of portions of the Annexation Property.

8.10. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns as permitted and limited by this Agreement. It is expressly agreed by all parties that the

owner or successor owner of a portion of the Annexation Property shall have no contractual rights by virtue of this Agreement to control, approve or otherwise direct the size, density, proposed use, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation Property that it does not own.

8.11. Severability. The parties hereto intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

8.12. Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

8.13. Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof by the Town.

8.14. Exhibits. Each exhibit referred to herein or affixed hereto shall constitute a part of this Agreement and be incorporated herein by reference:  
Exhibit A – Reduced-scale copy of the Annexation Plat;  
Exhibit B – Legal Description;  
Exhibit C – Town Annexation Resolution 1-2022;

7.15. Time. Time is of the essence of this Agreement and of each and every provision thereof.

7.16. Town's Annexation Action. This Agreement memorializes the Town's approval of the annexation and the negotiated terms thereof, as approved by the Town during its meeting on \_\_\_\_\_, 2022.

7.17. Mutual Drafting; No Presumption. The drafting and negotiation of this Agreement has been undertaken by all parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

7.18. Remedies. The remedies set forth in the agreement are in addition to, and not in lieu of, any other rights or remedies available to the parties in law or equity.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date

hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

WITNESS:

TOWN OF TRAPPE

\_\_\_\_\_

\_\_\_\_\_  
Nicholas Newnam, President of the Council

\_\_\_\_\_

\_\_\_\_\_  
Walter Chase, Commissioner

\_\_\_\_\_

\_\_\_\_\_  
Tonya Pritchett, Commissioner

\_\_\_\_\_

\_\_\_\_\_  
Brian Schmidt, Commissioner

8342 Investments LLC

\_\_\_\_\_

By: \_\_\_\_\_

Morrison LLC

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared Nicholas Newnam, who acknowledged himself to be a Commissioner of the Town of Trappe, (a Maryland municipal corporation) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Town of Trappe by signing the name of the Town by himself as Commissioner.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared Walter Chase, who acknowledged herself to be a Commissioner of the Town of Trappe, (a Maryland municipal corporation) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Trappe by signing the name of the Town by herself as Commissioner.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared Tonya Pritchett, who acknowledged herself to be a Commissioner of the Town of Trappe, (a Maryland municipal corporation) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that she executed the same for the purposes therein contained as the fully authorized agent of said Town of Trappe by signing the name of the Town by herself as Commissioner.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared Brian Schmidt, who acknowledged himself to be a Commissioner of the Town of Trappe, (a Maryland municipal corporation) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Town of Trappe by signing the name of the Town by himself as Commissioner.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be a Commissioner of the Town of Trappe, (a Maryland municipal corporation) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Annexation Agreement, and acknowledged that he executed the same for the purposes therein contained as the fully authorized agent of said Town of Trappe by signing the name of the Town by himself as Commissioner.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_ (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Annexation Agreement, who acknowledged himself to be the Managing Member of 8342 Investments LLC, a Maryland limited liability company (the “Company”), and that he as such Managing Member and being authorized so to do, executed the same for the purposes therein contained, by signing the name of the Company by himself as Managing Member.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Annexation Agreement, who acknowledged himself to be the Managing Member of Morrison LLC a Maryland limited liability company (the “Company”), and that he as such Managing Member and being authorized so to do, executed the same for the purposes therein contained, by signing the name of the Corporation by himself as Managing Member.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_