

NOTICE OF PUBLIC HEARING
THE TOWN OF RISING SUN, MARYLAND
ANNEXATION RESOLUTION NO. 2017-06A

NOTICE IS HEREBY GIVEN THAT AN ANNEXATION RESOLUTION HAS BEEN INTRODUCED BY THE MAYOR AND COMMISSIONERS OF THE TOWN OF RISING SUN, CECIL COUNTY, MARYLAND PURSUANT TO MD CODE ANN., SUBTITLE 4 OF THE LOCAL GOVERNMENT ARTICLE, PROPOSING THE ANNEXATION OF TRACT OF LAND IN THE SIXTH ELECTION DISTRICT OF CECIL COUNTY INTO THE TOWN AND THE ZONING THEREOF. A PUBLIC HEARING WILL BE HELD ON THE RESOLUTION ON TUESDAY, AUGUST 29, 2017 AT 7:00 P.M. AT THE RISING SUN TOWN HALL, 1 EAST MAIN STREET, RISING SUN, MARYLAND 21911. THE RESOLUTION SHALL BE ELIGIBLE FOR ADOPTION UPON COMPLETION OF THE PUBLIC HEARING.

The Resolution provides for the annexation containing 3.9947 acres of land, more or less, situate in the Sixth Election District of Cecil County, Maryland adjacent and contiguous to the corporate limits of the Town of Rising Sun and lying generally along Telegraph Road, Route No. 273. The property proposed to be annexed consists of the following tract of land: The land conveyed to Murthy Associates, LLC from Wiech, LLC by a deed dated June 17, 2015, and recorded among the Land Records of Cecil County in book 3740, page 363, being known as 401 Telegraph Road, Rising Sun, Maryland, being described by a plat prepared by The Pelsa Company, dated February 21, 2017: Beginning at a point on the Northerly side of Telegraph Road, Route No. 273, a common corner for the Parcel herein being described and lands, now or formerly, of Sunoco, LLC, DWL 3742/275, and PC 1115/82, the point and place of Beginning; Thence, from said point and place of Beginning, along the boundary line for said lands now or formerly, of Sunoco, LLC, by the following three (3) courses and distances: 1) North 04 degrees 19 minutes 22 seconds West, 193.94 feet to a point; 2) North 83 degrees 24 minutes 54 seconds East, 49.99 feet to a point; and 3) North 04 degrees 27 minutes 34 seconds West, 301.19 feet to a common corner for the same and lands now or formerly of, Kenneth T. and Joyce A. Thompson, NDS 11/196; Thence along said lands, now or formerly, of Kenneth T. and Joyce A. Thompson, North 83 degrees 53 minutes 58 seconds East, 327.96 feet to a corner for lands, now or formerly, of Alfred B., Sr. and Celeste M. Millner, DWL 3698/486; Thence, leaving the boundary line for said lands, now or formerly, of Kenneth T. and Joyce A. Thompson, along a boundary line for said lands, now or formerly, of Alfred B., Sr. and Celeste M. Millner, and lands now or formerly of Michael J. and Jessica M. Meisel, DWL 3747/205, South 04 degrees 45 minutes 31 seconds East, 355.03 feet to a corner for said lands, now or formerly Michael J. and Jessica M. Meisel; Thence, along the boundary line for said lands, now or formerly, of Michael J. and Jessica M. Meisel, in part, North 83 degrees 52 minutes 29 seconds West, 40.14 feet to a corner for lands, now or formerly of Thomas E. and Ruth G. McNeil, WAS 285/500; Thence, leaving the boundary line for said lands, now or formerly, of Michael J. and Jessica M. Meisel, along said lands, of Thomas E. and Ruth G. McNeil, South 06 degrees 07 minutes 31 seconds East, 134.95 feet to a corner for the same on the previously mentioned Northerly side of Telegraph Road, Route No. 273; Thence thereby South 83 degrees 09 minutes 39 seconds West, 424.51 feet to the point and place of Beginning. Containing within said metes and bounds 3.9947 acres of land, be the same, more or less. Together with a 3,538 square feet strip of land donated to the Maryland

State Highway Administration the Southerly side of which is coincident with the Northerly side of Telegraph Road, Route No. 273 and shown on the above mentioned Annexation Plat.

The Resolution and a plat of the area may be inspected during regular business hours at the Town Hall (telephone 410-658-5353).

The Resolution further provides that after its effective date, all persons residing within the area to be annexed shall be residents of the Town of Rising Sun subject to all Rising Sun laws. All property so annexed shall be subject to the taxing power of the Town. The Resolution proposes to zone the property Central Commercial Zone. The existing zoning in Cecil County is Business General (BG)

Travis Marion, Mayor
Town of Rising Sun, Maryland

To appear 8/4 & 8/11

ANNEXATION PLAN
“401 Telegraph Road” Annexation
June 2017

- Acreage:** 3.9947 acres
- Location:** The area to be annexed is contiguous to the eastern boundary line of the corporate limits of the Town of Rising Sun, located on the Northerly side of Telegraph Road, Maryland Route 273, approximately 185 feet west of the intersection of Stevens Road in the 6th Election District of Cecil County, Maryland.
- Ownership:** The area to be annexed consists of one parcel of land:
- All Property owned by Murthy Associates LLC, [0479] as shown on an annexation plat dated 2/21/17 attached herein as exhibit A.
 - 3,538 square foot strip of land donated to the Maryland State Highway Administration as defined in Right of Way plat #58948 as shown on Right of Way Easement plan 02/21/2012 attached herein as exhibit B.
- Petition:** This annexation was not initiated by Petition, but rather initiated by the Property Owner in accordance to §4-402 titled Initiation of annexation -- In General, of the Local Government Article of the Annotated Code of Maryland. Said consent and Annexation Agreement is recorded in the Land Records of Cecil County in liber 4055, folio 281. No persons reside in the area to be annexed.
- Current Zoning:** All of the above-referenced property is currently zoned Business General in accordance to the Cecil County Zoning Code .
- Current Land Use:** There is an 8,625 square foot commercial building operating on the parcel under the trade name of Dollar General.
- Proposed Zoning:** The above parcel is currently zoned Business General in accordance to the Cecil County Zoning Code, but will operate under the Central Commercial Zoning designation in accordance to the Town of Rising Sun’s Zoning Code.
- “Zoning Waiver” from Cecil County:**
- Pursuant to §4-416 titled Planning and Zoning Authority, of the Local Government Article of the Annotated Code of Maryland, the town may not, for a period of five years following an annexation, permit development of the annexed land for land uses substantially different than

the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the County applicable at the time of the annexation without the expressed approval of the Cecil County Council.

The total area to be annexed consists of 3.9947 acres which is currently zoned Business General by the Cecil County Zoning Ordinance and will be zoned Central Commercial under the Town of Rising Sun's Zoning Code. The Town contends that under the terms of the statute this does not constitute a *substantial difference nor will the density be substantially higher*, thus the need for the expressed approval of the County Council is not required.

However, if this issue is interpreted differently by the County Council, the Town of Rising Sun will request a "zoning waiver" for this parcel of land.

Consistency with the 2010 Town of Rising Sun Comprehensive Plan:

The area proposed to be annexed is located within the designated Town of Rising Sun Community Growth Area and is consistent with the goals of the existing comprehensive plan. Regarding land use and the annexation area, this property was owned by others at the time of the 2010 plan adoption, and was designated on the land use plan for commercial use. The Town is in the process of updating the Comprehensive plan and intends to update land use for this area to Central Commercial.

Public Facilities:

Sewer: The Town's existing sewerage system terminates in front of the adjacent property to the west but will be extended to the above proposed annexed property, at the expense of the property owner, for the purposes of connecting 1 existing business and 2 additional commercial building pad sites, for a total of 3 additional EDU's, subject to change depending on the final EDU needed for the future businesses. The extension of services is reflected in the County's 2014 Master Sewer and Water plan as an S-3 (6-10 years) service district. This extension will bring a minimum 8" sanitary sewer line to the boundary of the property.

Water: The Town's existing water system extends along Northerly side of Telegraph Road, Maryland Route 273, and then crosses over MD 273 approximately 200 feet west of proposed annexed property, but will be extended to the above proposed annexed property, at the expense of the property owner, for the purposes of connecting 1 existing business and 2 additional commercial building pad sites, for a total of 3 additional EDU's, subject to change depending on the final EDU needed for the future businesses. The extension of services is reflected in the County's

2014 Master Sewer and Water plan as an S-3 (6-10 years) service district. This extension will bring a minimum 8” water distribution line to the boundary of the property.

Streets: This property is served by Telegraph Road, Maryland Route 273. Further development of these parcels will be subject to the Town’s Adequate Public Facilities Test.

Fire and EMS Protection: This parcel is currently in the Community Fire Company of Rising Sun’s service area. Further development of these parcels will be subject to the Town’s Adequate Public Facilities Test.

Police Protection: The parcel will be located within the incorporated limits of Rising Sun and as such will be patrolled by the Rising Sun Police Department . The Town anticipates a minimal increase in police service matters.

Solid Waste Collection: The Town of Rising Sun provides residential solid waste and recyclables collection for the Town of Rising Sun, but does not provide such services for commercial properties, thus solid waste for the commercial property will remain as it currently exists – the responsibility of the property owner.

Schools: As the parcels are to be zoned Central Commercial, there will be no impact to the existing school system.

General: In general, the parcels contained in this annexation proposal will have minimal impact to Town services due to their proposed zoning and use. The major focus of this annexation is to allow the Town to expand business expansion, employment opportunities and economic development for the Town of Rising Sun community.

Financial Impact on Extension of Public Facilities:

In the current annexation, the property owner shall bear all engineering, construction and inspection cost of the extension of any and all utility lines for service to the annexed property, to include any future new building starts and or expansions. The extension of these services shall have no financial impact on the Town of Rising Sun

Economic Development Impact:

The most significant impact of this annexation proposal is the expansion of business and economic growth to the Town of Rising Sun. The project will provide for the construction of additional commercial buildings with street frontage on State Highway and an increase in the total number of in-town employment opportunities for Town residents.

**TOWN OF RISING SUN
ANNEXATION RESOLUTION 2017-06A**

Annexation – 401 Telegraph Road, Rising Sun Maryland

WHEREAS, the Town, located in Cecil County, Maryland is a municipality organized under the provisions of the Maryland Constitution and governed under the provisions of the Local Government Article of the Annotated Code of Maryland; and

WHEREAS, the Town is proclaimed as a perpetual entity with the right to pass laws; and

WHEREAS, the Town of Rising Sun has received a request for annexation from a contiguous property owner, and the Town of Rising Sun is agreeable to the extension of the corporate boundaries and related services of the Town of Rising Sun by annexation of the subject property.

WHEREAS, pursuant to the authority of Section 3 (Home Rule) of Article XI-E (Municipal Corporations) of the Constitution of Maryland and of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland (as amended), and the Code of the Town of Rising Sun, The Mayor and Commissioners of the Town of Rising Sun are vested with the authority to enlarge the corporate boundaries of the Town; and

WHEREAS, no persons reside in the area to be annexed and the sole property owner of all of the assessed valuation of the real property located in the area to be annexed has consented to said Annexation in an Annexation Agreement dated January 24, 2017, which has been recorded in the Land Records of Cecil County in Liber 4055, Folio 281, which also outlines the terms and conditions related to this Annexation.

IT IS THEREFORE, RESOLVED, by The Mayor and Commissioners of the Town of Rising Sun, that all of the following land situate contiguous to the Town of Rising, in the Sixth Election District, Cecil County, State of Maryland, known as 401 Telegraph Road, shown the Annexation Plat attached hereto as Exhibit A, prepared for

Murthy Associates, LLC, by The Pelsa Company, dated February 21, 2017. The said Parcel being more particularly bounded and described as follows:

Beginning at a point on the Northerly side of Telegraph Road, Route No. 273, a common corner for the Parcel herein being described and lands, now or formerly, of Sunoco, LLC, DWL 3742/275, and PC 1115/82, the point and place of Beginning;

Thence, from said point and place of Beginning, along the boundary line for said lands now or formerly, of Sunoco, LLC, by the following three (3) courses and distances: 1) North 04 degrees 19 minutes 22 seconds West, 193.94 feet to a point; 2) North 83 degrees 24 minutes 54 seconds East, 49.99 feet to a point; and 3) North 04 degrees 27 minutes 34 seconds West, 301.19 feet to a common corner for the same and lands now or formerly of, Kenneth T. and Joyce A. Thompson, NDS 11/196;

Thence along said lands, now or formerly, of Kenneth T. and Joyce A. Thompson, North 83 degrees 53 minutes 58 seconds East, 327.96 feet to a corner for lands, now or formerly, of Alfred B. Sr. and Celeste M. Millner, DWL 3698/486;

Thence, leaving the boundary line for said lands, now or formerly, of Kenneth T. and Joyce A. Thompson, along a boundary line for said lands, now or formerly, of Alfred B., Sr. and Celeste M. Millner, and lands now or formerly of Michael J. and Jessica M. Meisel, DWL 3747/205, South 04 degrees 45 minutes 31 seconds East, 355.03 feet to a corner for said lands, now or formerly Michael J. and Jessica M. Meisel;

Thence, along the boundary line for said lands, now or formerly, of Michael J. and Jessica M. Meisel, in part, North 83 degrees 52 minutes 29 seconds West, 40.14 feet to a corner for lands, now or formerly of Thomas E. and Ruth G. McNeil, WAS 285/500;

Thence, leaving the boundary line for said lands, now or formerly, of Michael J. and Jessica M. Meisel, along said lands, of Thomas E. and Ruth G. McNeil, South 06 degrees 07 minutes 31 seconds East, 134.95 feet to a corner for the same on the previously mentioned Northerly side of Telegraph Road, Route No. 273

Thence thereby South 83 degrees 09 minutes 39 seconds West, 424.51 feet to the point and place of Beginning.

Containing within said metes and bounds 3.9947 acres of land, be the same, more or less.

Together with a 3,538 square feet strip of land donated to the Maryland State Highway Administration the Southerly side of which is coincident

with the Northerly side of Telegraph Road, Route No. 273 and shown on the above mentioned Annexation Plat.

Being and comprising the following property:

The land conveyed to Murthy Associates, LLC from Wiech, LLC by a deed dated June 17, 2015, and recorded among the Land Records of Cecil County in book 3740, page 363, being known as 401 Telegraph Road, Rising Sun, Maryland

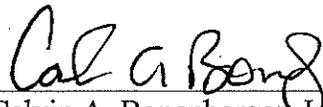
BE ADDED to the corporate boundaries of the Town of Rising Sun and any persons residing in said area shall become residents of the Town of Rising Sun, generally subject to the provisions of the Charter, Code of the Town of Rising Sun, Ordinances and other rules and regulations of the Town of Rising Sun.

AND BE IT FURTHER RESOLVED, that the Zoning Map of the Town of Rising Sun be amended to include this newly annexed property and that all the property be designated as Central Commercial zoning district.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective forty-six days following its passage and approval.

THEREFORE BE IT FURTHER RESOLVED that the Mayor and Commissioners of the Town of Rising Sun introduced this resolution on this 25th day of April, 2017.

ATTEST:



Calvin A. Bonenberger, Jr., Acting Town Clerk

THEREFORE BE IT FURTHER RESOLVED that the Mayor and Commissioners of the Town of Rising Sun passed, approved, and adopted this resolution on this

_____ day of _____, 2017.

AYES:

ABSENT:

ABSTAINED:

THE MAYOR AND COMMISSIONERS
OF THE TOWN OF RISING SUN

ATTEST:
Mayor

BY: Travis Marion,

Calvin A. Bonenberger Jr.
Town Administrator - Acting Town Clerk

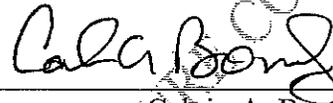
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS 24TH DAY OF APRIL, 2017

BY:  _____
JACK A. GULLO, JR., TOWN ATTORNEY

STATE OF MARYLAND)
COUNTY OF CECIL) SS: CERTIFICATE
TOWN OF RISING SUN)

I, Calvin A Bonenberger Jr, Acting Town Clerk for the Town of Rising Sun, Maryland, do hereby certify that the above and foregoing Resolution is a true, perfect and complete copy of the Resolution introduced by the Mayor and Commissioners of the Town of Rising Sun, Maryland, and is identical to the original thereof appearing in the official records of the Town of Rising Sun, Maryland and the same has not, since its introduction, been rescinded or amended in any respect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have affixed the seal of the Town of Rising Sun as of this 26th day of April, 2017.



Calvin A. Bonenberger Jr
Town Administrator – Acting Town Clerk

INTRODUCED 4-25-17 PENDING FUTURE CONSIDERATION

Town of Rising Sun
Annexation Application Findings

Application Information:

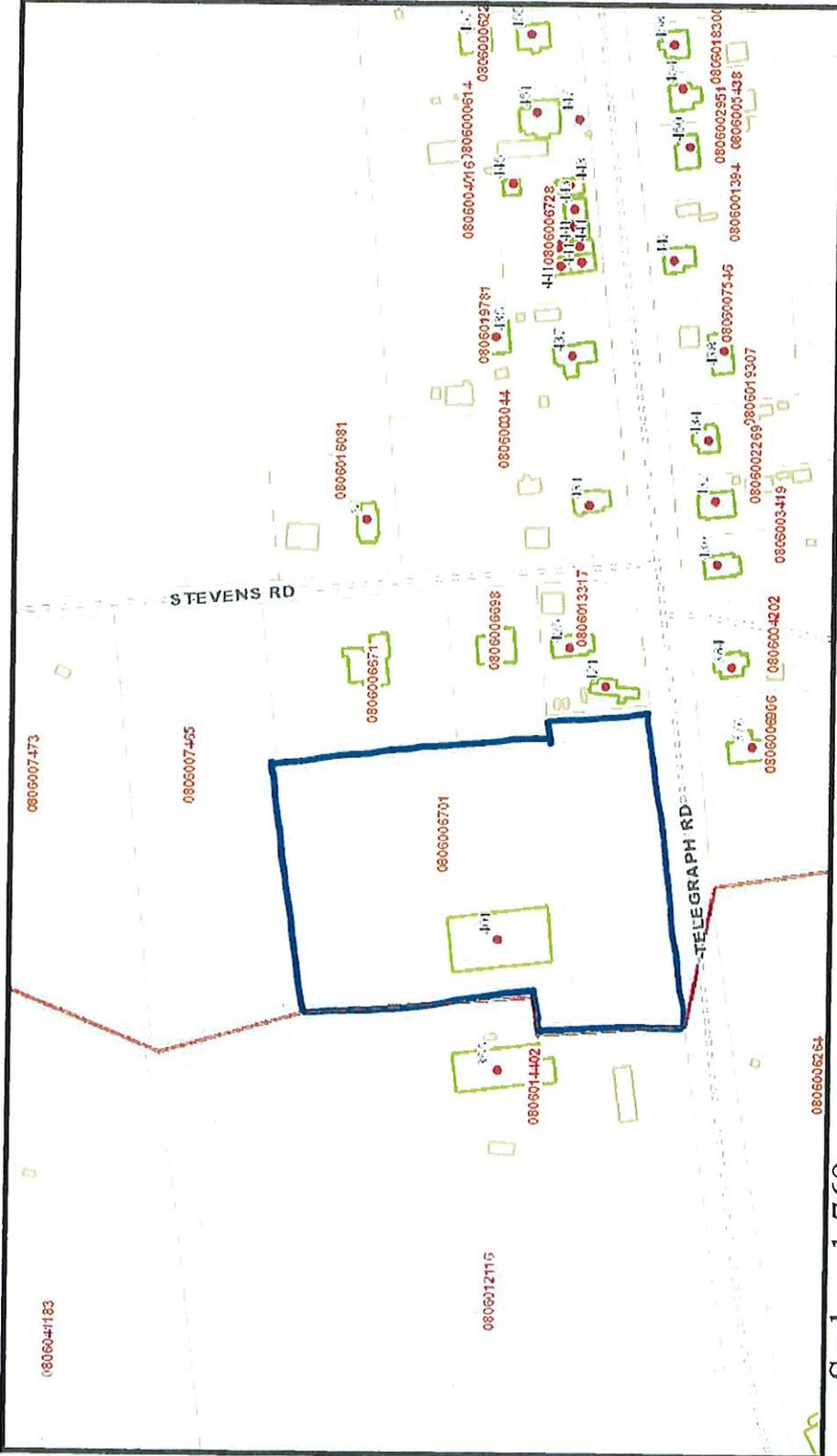
Current Owner:	Murphy Associates, LLC
Physical Address:	401 Telegraph Road, Rising Sun, MD
Account ID:	0806006701
Map/Parcel:	10 / 479
Application Type:	Annexation
Current Location:	Contiguous to the Town Limits
Current Land Use:	Existing Retail (Dollar General)
Proposed Land Use:	No Change
Current County Zoning:	BG – Business General District
Proposed Town Zoning:	Central Commercial (CC)
Watershed Area:	Octoraro Creek
Water Provider:	Private Well
Sewer Provider:	Private Septic
Roadway Classification:	Cecil County Arterial Roadway (Telegraph Road)

Application Data Review:

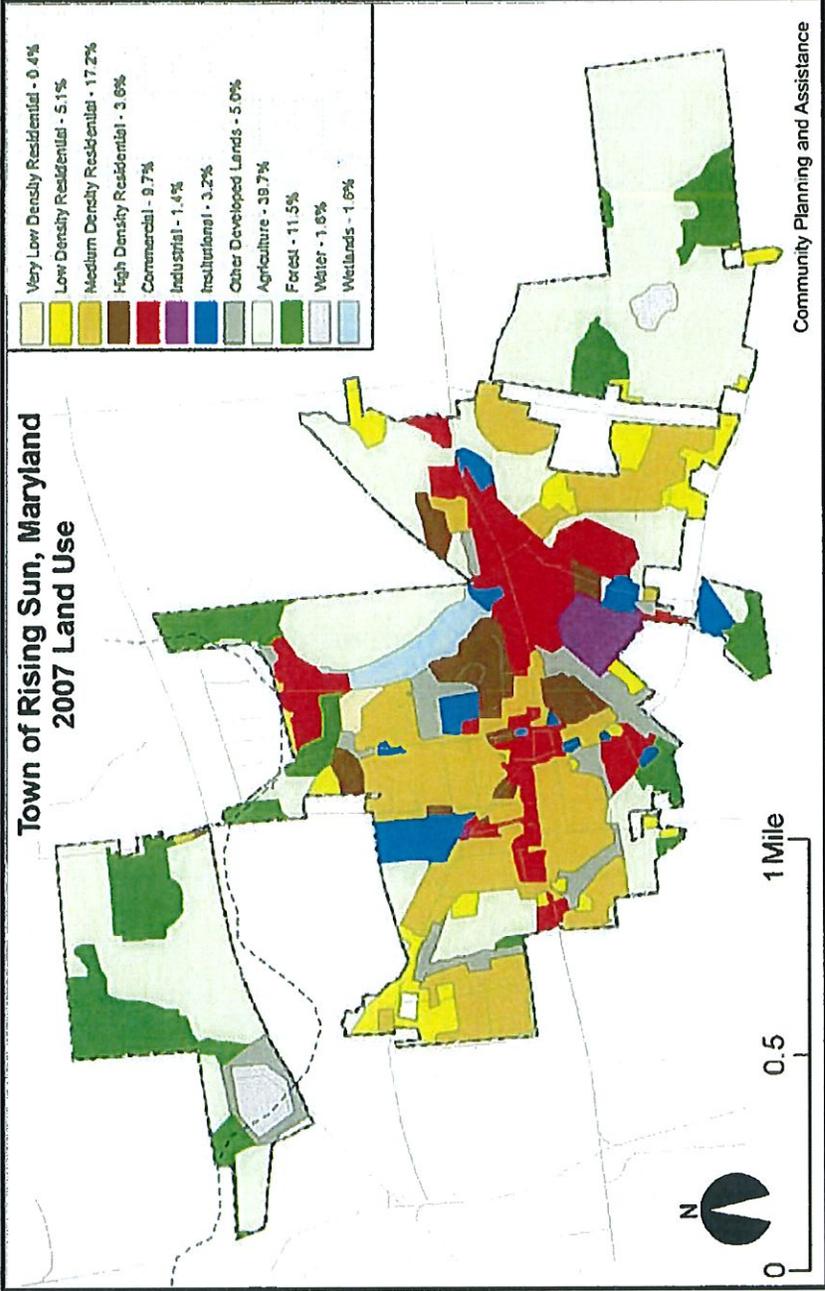
1. Town of Rising Sun Comprehensive Plan (resource Draft 4/26/2010-Town's website):
 - Map 1 Land Use (page 52) – The existing Land Use map shows the neighboring property to the West as Commercial.
 - Map 2 Growth Area Map (page 67) – The parcels of land associated with this application are located within the approved Growth Area for the Town of Rising Sun. **THIS IS IN COMPLIANCE.**
2. Town of Rising Sun Zoning
 - Zoning Map dated January 12, 2016 neighboring property to the west is zoned Central Commercial (CC)
3. Cecil County Comprehensive Plan (resource Cecil County website)
 - Map 3.3 Future Land Use Cecil County Land Use Map 2010 Comprehensive Plan shows the parcel of land to be in the Rural Conservation District. **THIS IS IN COMPLIANCE.**
 - Map 3.6 Cecil County Tier Map (dated December 10, 2012) shows the parcel of land associated with this application is located within the Tier 2 level. **THIS IS IN COMPLIANCE.**
4. Cecil County Master Water & Sewer Plan (resource dated January 2015-Cecil County Website)
 - 2014 Master Sewer Plan Sewer Service District Rising Sun Map dated July 24, 2015 - The parcels of land associated with this application are located within with S-3 (prop., 6-10 years) sewer service area. **THIS IS IN COMPLIANCE.**
 - 2014 Master Water Plan Water Service District Rising Sun Map dated July 25, 2015 - The parcels of land associated with this application are located within with W-3 (prop., 6-10 years) water service area. **THIS IS IN COMPLIANCE.**
5. Cecil County State Priority Funding Areas (resource Counties website)
 - Cecil County Priority Funding Areas Map dated January 25, 2017 – The parcel of land associated with this application is located in the Growth Areas (from 2010 Comprehensive Plan). **THIS IS IN COMPLIANCE.**

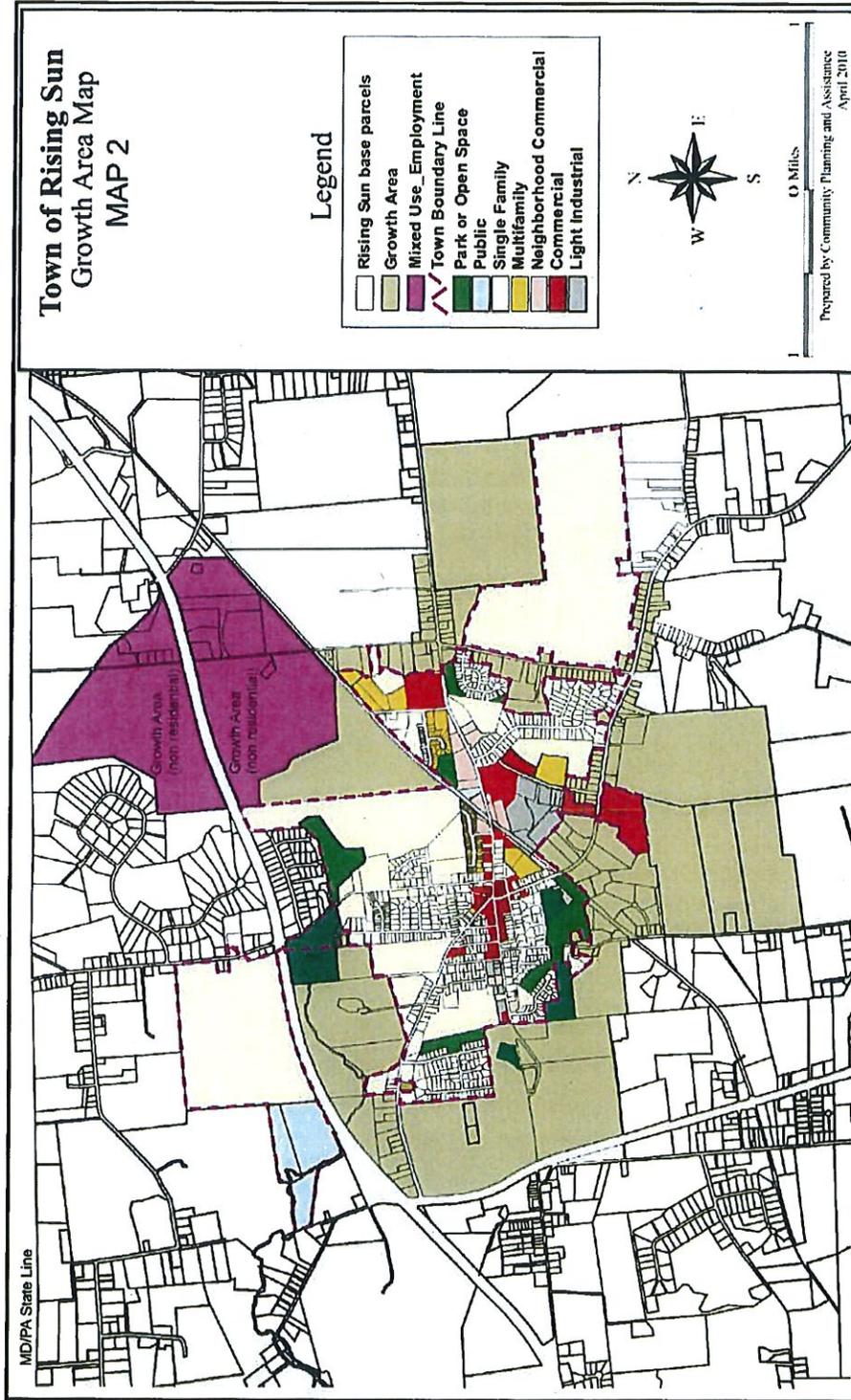
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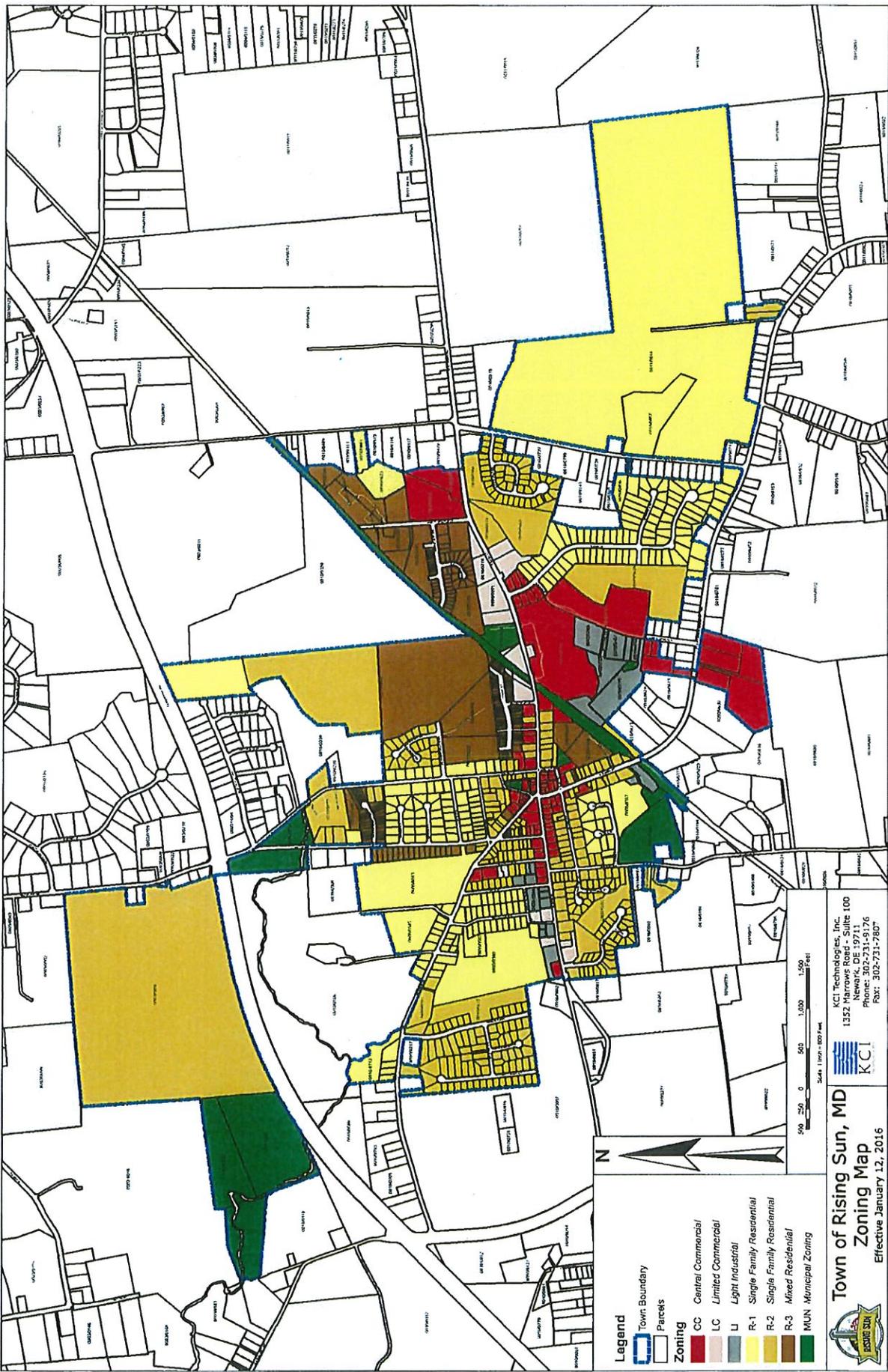
Map



Map 1 Land Use







- Legend**
- Town Boundary
 - Parcels
 - Zoning**
 - CC Central Commercial
 - LC Limited Commercial
 - U Light Industrial
 - R-1 Single Family Residential
 - R-2 Single Family Residential
 - R-3 Mixed Residential
 - MUN Municipal Zoning

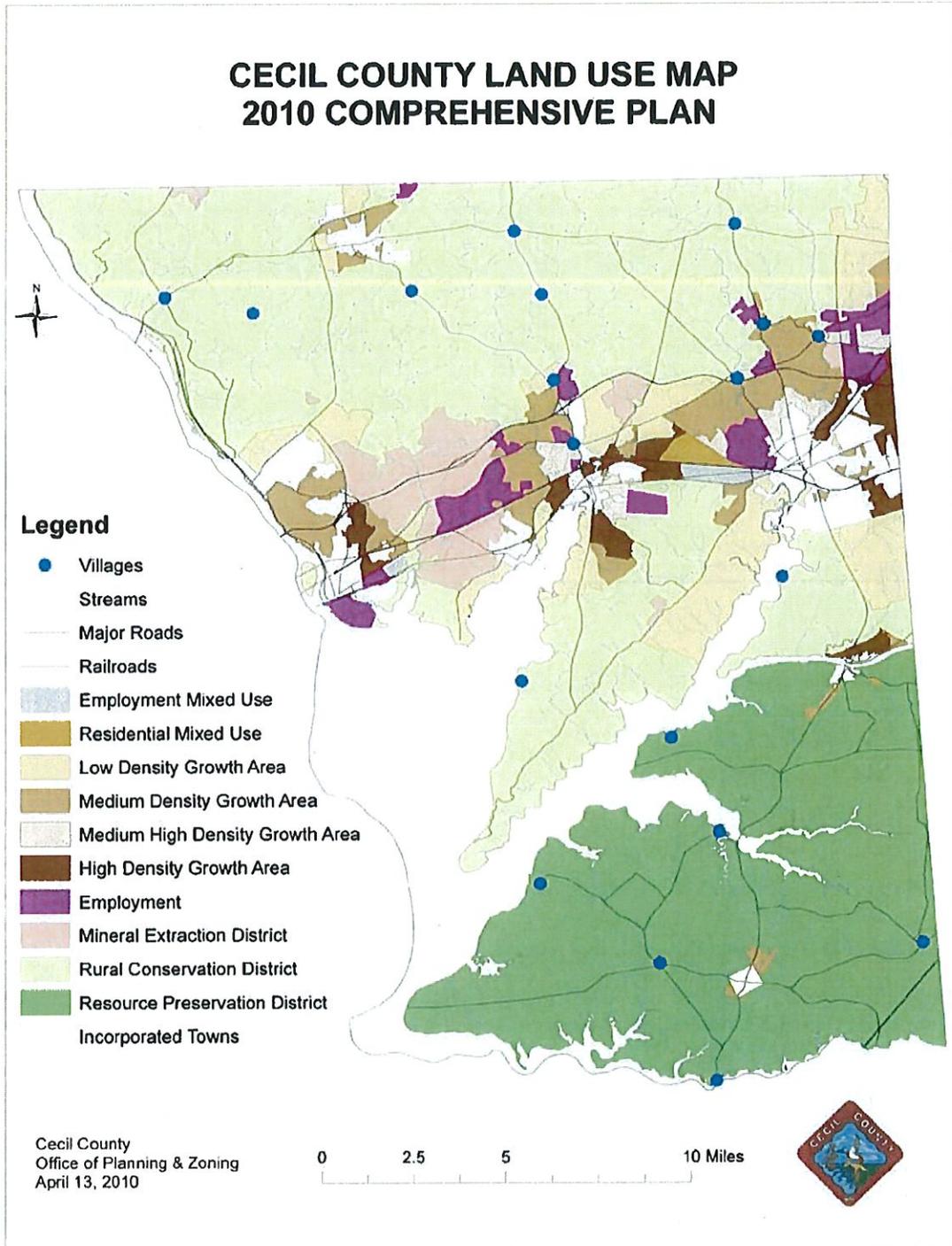
KCI Technologies, Inc.
 1352 Narrows Road - Suite 100
 Newark, DE 19711
 Phone: 302-731-9176
 Fax: 302-731-7807



Town of Rising Sun, MD
Zoning Map
 Effective January 12, 2016

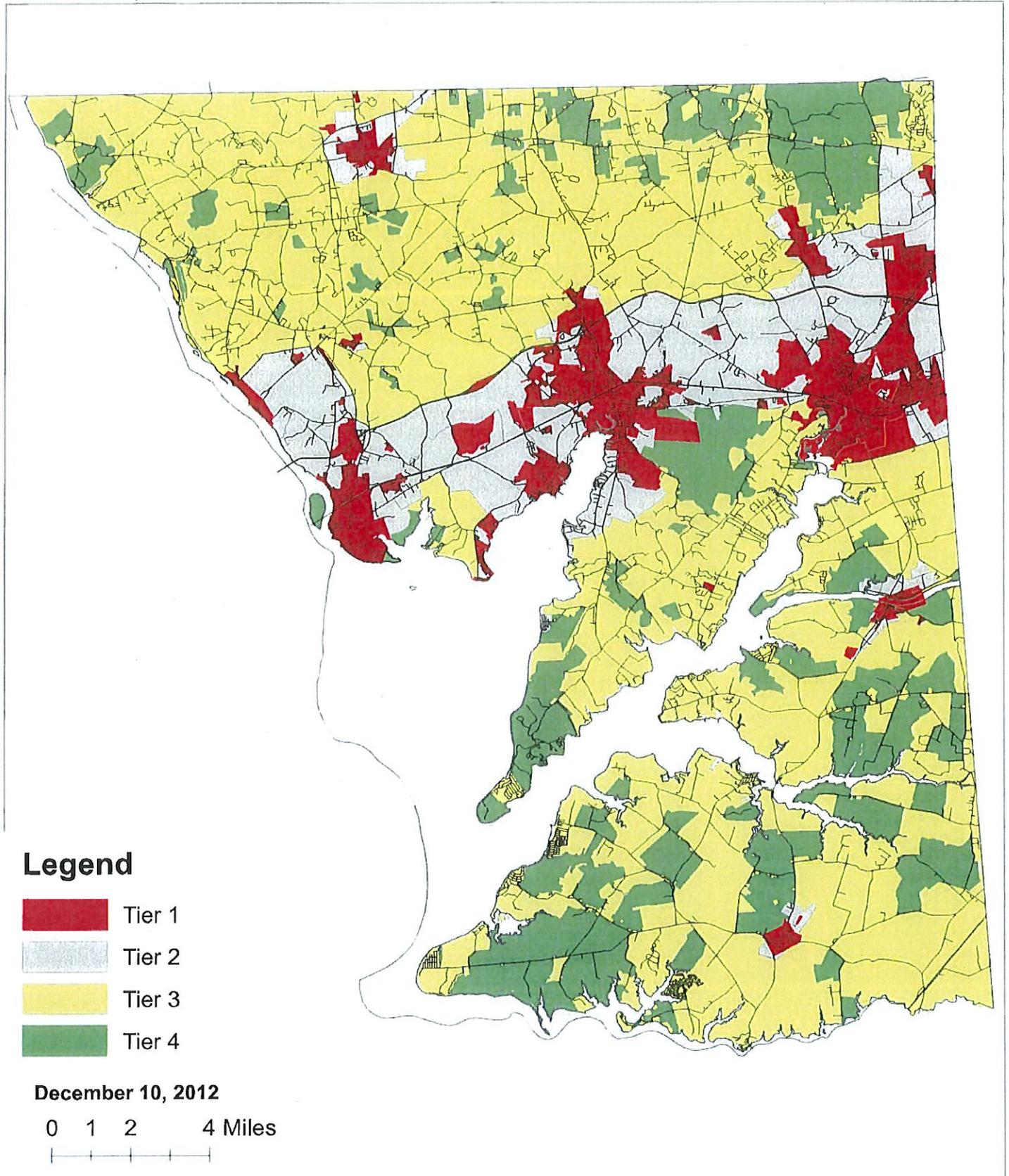


Map 3.3: Future Land Use

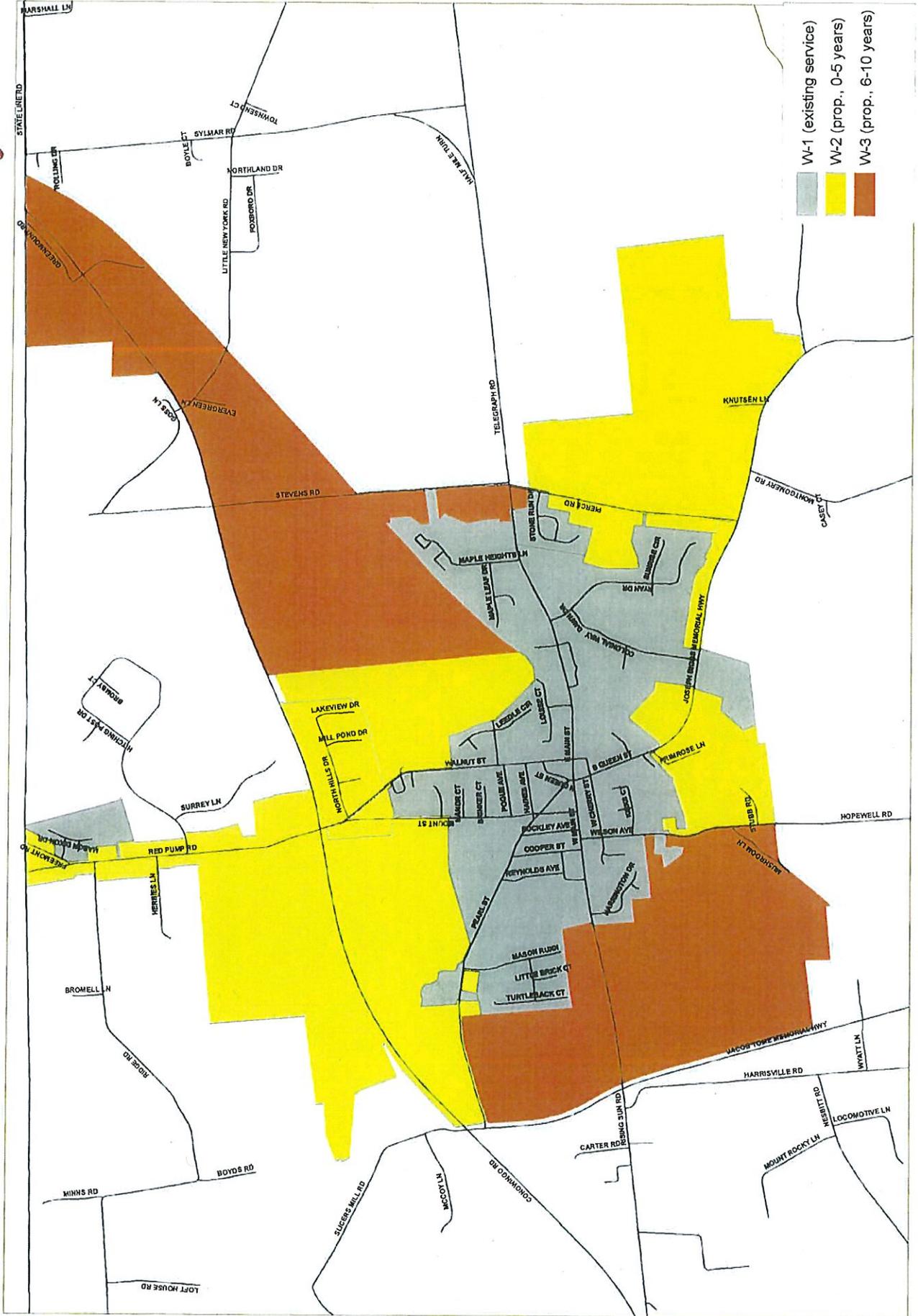




Map 3.6 - Cecil County Tier Map



2014 Master Water Plan Water Service Districts - Rising Sun



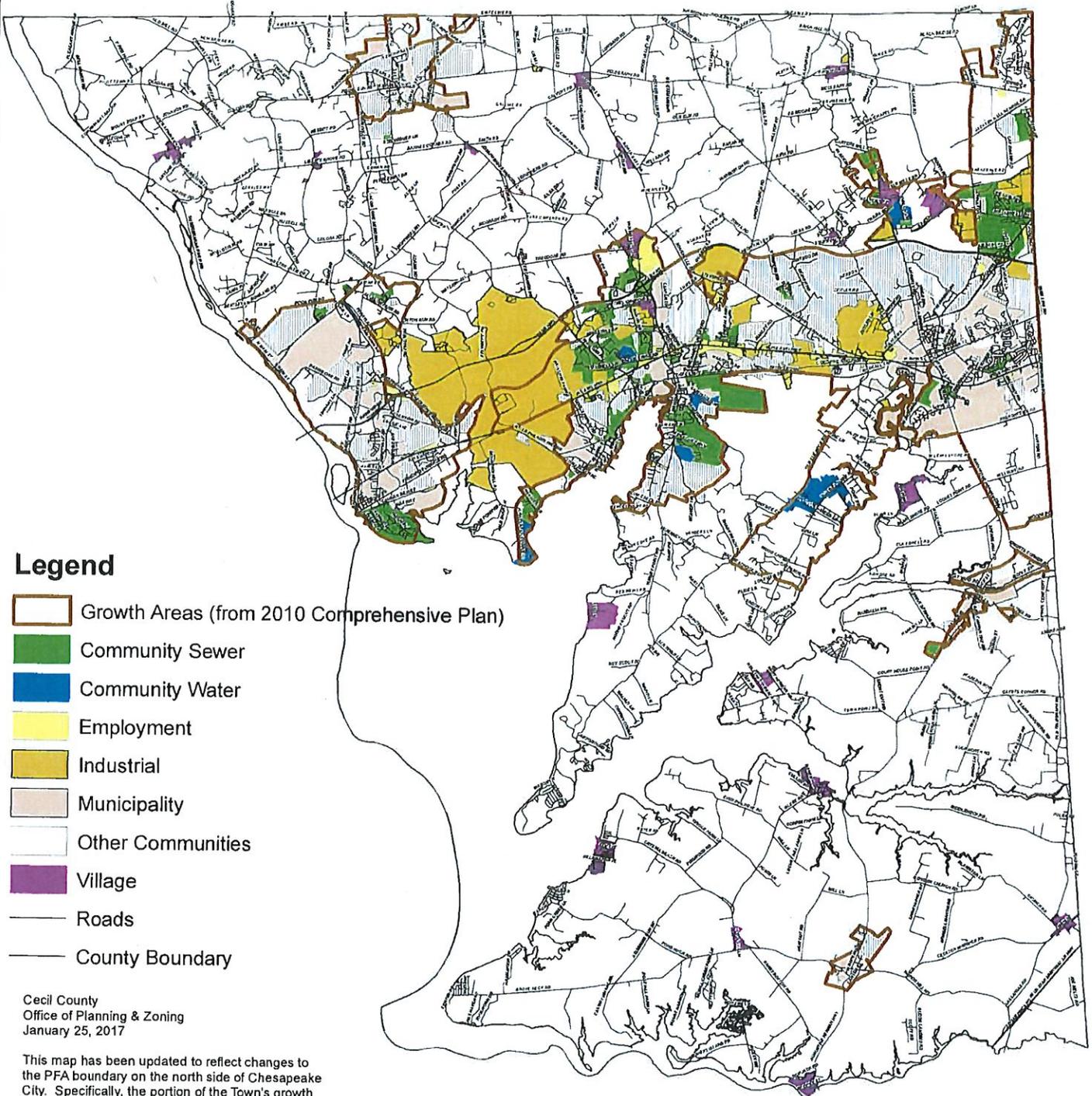
- W-1 (existing service)
- W-2 (prop., 0-5 years)
- W-3 (prop., 6-10 years)



July 25, 2015



Cecil County Priority Funding Areas



Legend

- Growth Areas (from 2010 Comprehensive Plan)
- Community Sewer
- Community Water
- Employment
- Industrial
- Municipality
- Other Communities
- Village
- Roads
- County Boundary

Cecil County
Office of Planning & Zoning
January 25, 2017

This map has been updated to reflect changes to the PFA boundary on the north side of Chesapeake City. Specifically, the portion of the Town's growth area not already within Town limits has been added to the PFA "other community" category.

The change was requested by the Town of Chesapeake City on September 1, 2016, and approved by the County Council of Cecil County on January 17, 2017 via Resolution #61-2016.



ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 24th day of January, 2017, by and between THE TOWN OF RISING SUN, Cecil County, Maryland, hereinafter referred to as "Town", and Murthy Associates, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns land described in a Deed dated 6/19/2015 and recorded among the Land Records of Cecil County in Liber 03740, Folio 00363, having the physical address of 401 Telegraph Road, Rising Sun, Maryland 21911, which adjoins the existing boundaries of the Town of Rising Sun; and

WHEREAS, due to the limited capacity of the property's septic system and reliability of the property's portable water well, and the Owner's desire to expand the uses of the property, Owner desires to annex said property described herein below into the corporate limits of The Town of Rising Sun to obtain public water and sewer service, and other municipal services, subject to certain agreed upon conditions; and

WHEREAS, Owner has irrevocably consented to the filing of a Resolution to be introduced by the legislative body of the Town to propose the annexation of the Property into corporate boundaries of the Town of Rising Sun pursuant to Subtitle 4 of the Local Government Article of the Maryland Annotated Code; and

WHEREAS, Owner is at least 25% of the qualified voters that reside on the property.

WHEREAS, the parties have reached an agreement concerning certain conditions relating to such an annexation and they are desirous of committing their understanding to writing.

NOW THEREFORE, in consideration of the mutual obligations, benefits and promises herein contained the sufficiency of which is acknowledged by the parties hereto, the Town and Owner hereby agree as follows:

LR - Agreement	75.00
Recording Fee	
Name: Rising	
Sun/murthy assc	
Ref: credit card	
LR - Agreement	
Surcharge	40.00
Subtotal:	115.00
Tax:	115.00
04/26/2017 03:59	
CC07-AB	
#8258055 CC0202 -	
Cecil	
County/CC02.02.03 -	
Register 03	

1. **DEFINITIONS:** The terms described below shall mean the following when used in this Annexation Agreement:

A. Final Approval – That stage in the annexation following the adoption of an Annexation Resolution by the Mayor and Board of Commissioners of the Town of Rising Sun thirty (30) days after either; (1) the Resolution has been upheld by referendum; or (2) the time for filing for referendum has passed without such filing having occurred, as these items are defined in Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

B. Annexation Petition - The proposal submitted by the Owner in compliance with the requirements of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

C. Project – The extension of public water and sewer service to the Property.

D. Property – The tract of land generally outlined and identified on the plat attached hereto as Exhibit “A” and currently owned by Owner and described in a Deed dated 6/19/2015 and recorded among the Land Records of Cecil County in Liber 03740, Folio 00363, this outlined area is to be surveyed by metes and bounds as further described herein below.

E. Public Works Agreement – The Agreement between the Owners and the Town outlining the details of the extension of water and sewer service to the Property.

F. Resolution – A Resolution to be introduced by the Mayor and Board of Commissioners of the Town of Rising Sun proposing the annexation of the Property into The Town of Rising Sun consistent with the provisions hereof.

2. **CONTINGENT UPON ANNEXATION** – This Annexation Agreement is expressly contingent on the enactment of the Resolution and the approval thereof if petitioned to referendum. If for any reason final approval is not obtained, this Annexation Agreement shall become void ab initio and shall be of no force and effect. This Annexation Agreement is intended to be recorded among the land Records of Cecil County at Owner’s expense.

3. **LEGISLATION/REFERENDUM** - The execution of this Annexation Agreement does not imply or guarantee legislative or voter approval or passage of the Resolution. This Annexation Agreement is made to provide for the event that Final Approval occurs, however, it shall in no way inhibit or affect the ability of the Town or its officials from properly performing their legislative function, including but not limited to, outright denial of the Resolution; nor shall it supersede, diminish or affect the ordinary exercise of the Town's zoning or reasoning authority subsequent to adoption of the Resolution.

4. **ANNEXATION INITIATIVE**

A. Owner hereby agrees to submit to the Town an Annexation Petition pursuant to the requirements of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

B. Owner, at Owner's sole cost and expense, shall provide to the Town a boundary survey and an annexation plat by a licensed property land surveyor as required by law to accompany the Annexation Petition. Such plat shall show proposed building lots with proposed EDU's to be assigned to each lot, but in no case shall such EDU's be less than 250 gpd each. If any change in existing zoning is desired, this survey shall include a delineation of the zoning lines and a computation of the area involved.

C. Town shall, upon receipt of an acceptable Annexation Petition from the Owner, introduce an Annexation Resolution for the proposed boundary change.

D. Owner hereby irrevocably consents, as described in Subtitle 4 of the Local Government Article of the Annotated Code of Maryland, to the introduction of the Resolution by the Town to include the Property within the corporate boundaries of the Town. Owner further irrevocably consents to the adoption of the Resolution and not to indicate or instigate any referendum or opposition in connection therewith. This consent shall be binding upon the personal representatives, heirs, successors and/or assigns of the Owner.

5. **ZONING AND PLANNING LAWS** - Nothing contained herein shall exempt or relieve Owner from any zoning laws, adequate public facilities laws,

concurrency management laws, or other laws or regulations otherwise applicable to the Property as may change from time to time. Water and sewer extension shall be in compliance with the Cecil County Water and Sewer Master Plan. The Town shall request the parcel be zoned Central Commercial and will take the necessary steps in conjunction with the Owner to obtain the necessary approvals for such designation under law.

6. **PUBLIC FACILITIES** - If at any time any public facility, whether provided by the Town or others, is inadequate for any part or phase of the Project, Owner may, at Owner's cost, relieve the inadequacy without relief from public capital improvement sources. However, Owner shall not bring any action against Town, or injunction, damages or otherwise for the failure to deliver adequate facilities to the Property, it being understood that the Town has limited resources and its priorities for existing residents may preclude it from fulfilling owner's development needs for facilities.

7. **PUBLIC SEWER**

A. Owner hereby agrees and understands that it shall bear the total cost, responsibility and obligation to extend sewer utilities from the Property to the location designated by the Town at the sewer main in the adjacent street. This location shall be generally at the edge of the Owner's property which will be the new corporate boundary of the Town. Owner shall bear all costs of design, easement acquisition, construction, permitting, bonding and related costs for the installation of said sewer extension. The details of this extension shall be outlined in the Public Works Agreement.

B. Owner hereby agrees and understands that it shall bear the total cost, responsibility and obligation to construct and connect the on-site sewer lines on the property to the sewer utilities installed pursuant to Item 7A above, at the Property line. And further that such connection shall not occur until the Annexation contemplated by this Agreement has achieved Final Approval.

C. Owner currently has a private septic system on the property. Owner hereby agrees that its own cost and expense, the use of the private septic system

shall discontinued and it shall be closed and abandon pursuant to the regulations of the Cecil Count Health Department and the State of Maryland.

8. **PUBLIC WATER**

A. Owner hereby agrees and understands that it shall bear the total cost, responsibility and obligation to extend water utilities from the Property to the location designated by the Town at the water main in the adjacent street. This location shall be generally at the edge of the Owner's property which will be the new corporate boundary of the Town. Owner shall bear all costs of design, easement acquisition, construction, permitting, bonding and related costs for the installation of said water extension. The details of this extension shall be outlined in the Public Works Agreement.

B. Owner hereby agrees and understands that it shall bear the total cost, responsibility and obligation to construct and connect the on-site water lines on the property to the water utilities installed pursuant to Item 8A above, at the Property line. And further that such connection shall not occur until the Annexation contemplated by this Agreement has achieved Final Approval.

C. As Owner currently has a private well with on the property, Owner hereby agrees and understands that it will connect to the public water system. The Owner further agrees that Owner must abandon and seal the current private well on the property at Owner's cost.

9. **SIDEWALKS**

A. Owner hereby agrees and understands that it shall bear the total cost, responsibility and obligation to extend sidewalks along the property fronting along Telegraph Road. Owner shall bear all costs of design, easement acquisition, construction, permitting, bonding and related costs for the installation of said sidewalk. The details of this extension shall be outlined in the Public Works Agreement.

10. **EASEMENTS**

A. Owner shall provide to the Town all the necessary easements for any public utilities on or about the property contemplated in this agreement.

11. **COSTS**

A. The Owner shall be responsible to procure and pay for all surveying and platting costs associated with the Petition and Resolution.

B. The Owner shall be responsible for any advertising costs pertaining to the Resolution and all attorneys' fees of its own counsel on all matters.

C. The Town shall be responsible for legal fees of the Town for preparation and negotiation of this Annexation Agreement and the Resolution; and for legal counsel associated with the legislative review, approval and legislative reporting of the Resolution.

D. The Owner shall be responsible for all construction costs for the connection of utilities as outlined in Paragraph 7 and Paragraph 8 above.

E. The Owner shall be responsible for all benefit assessment fees, impact fees, permit fees and the like as outlined by the terms of this Agreement and the provisions of the Town Code, Resolutions and policy.

F. The Owner shall be responsible for the payment of the customary water and sewer usage charges when the Property is connected to the Town system.

11. **BENEFIT ASSESSMENT FEE AND CONNECTION CHARGE** -

Upon acceptance and passage of the Annexation Agreement and Resolution, the Owner shall be responsible for the payment of all benefit assessment and impact fees as detailed in the Town's Fee Schedule in effect at that time. Based upon previous discussions, the owner is requesting to connect 3 individual building pads on the site, with each pad site requiring one (1) EDU. For the purposes of this agreement, the owner will be required to pay such benefit assessments and impact fees based upon the connection of 3 separate EDU'S. (\$58,800: see below for details)

As detailed in the Town's adopted fee schedule, every 250 gallons per day of projected water and sewer flow is considered one (1) EDU. Owner recognizes that once actual uses are determined for each building site, documentation for actual flow of sewer and water will be required. Any daily required flows greater than 250 gallons per day will be

considered an additional EDU and will require additional payment of benefit assessment and impact fees by the owner.

The current benefit assessment and impact fees for each EDU is as follows:

Water Hook-up Fee.....	\$ 200.00
Sewer Hook-up Fee.....	\$ 200.00
Water Capital Improvement Fees.....	\$ 8,000.00 per 250 gpd flow.
Sewer Capital Improvement Fee.....	\$ 8,000.00 per 250 gpd flow.
Streets & Sidewalks Impact Fee.....	\$ 1,000.00 per 250 gpd flow.
I & I Reduction Fee.....	\$ 200.00 per 250 gpd flow.
Traffic Safety Impact Fee.....	\$ 1,000.00 per 250 gpd flow.
Police and Fire Impact Fee.....	\$ 1,000.00 per 250 gpd flow.

12. **BINDING AGREEMENT** – This Agreement shall run with the Property and shall be binding upon Owner, their personal representatives, heirs, successors, assigns, and the Town, its successors and/or assigns.

13. **COMPREHENSIVE AGREEMENT** – This Agreement reflects an understanding between the parties hereto concerning only certain general issues relating to the Property. Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. However, it is intended and expected that additional details will be addressed from time to time as part of the ordinary development review process.

14. **AMENDMENT** – This Annexation Agreement may be amended only with the approval of the Mayor and Board of Commissioners of the Town of Rising Sun and the consent of the Owner. Any amendment shall be in a written instrument recorded among the Land Records of Cecil County.

15. **ENFORCEABILITY** – This Agreement shall be specifically enforceable by any party hereto, their respective personal representatives, heirs, successors and

assigns as the case may be. The parties consent to jurisdiction in the Circuit Court for Cecil County in the event of an irreconcilable dispute and further consent to the entry of injunctive relief by said Court to resolve any such difference. In any such suit the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount deemed appropriate by the Court under the circumstances.

The parties hereto by their signatures below agree to be bound by the terms of this Agreement.

WITNESS:

Revathy Murthy
Revathy Murthy

OWNER

Padmanaban K. Murthy (SEAL)
Murthy Associates, LLC.
Padmanaban K. Murthy
Managing Member

_____ (SEAL)

ATTEST:

Calvin A. Bonenberger Jr.
CALVIN A BONENBERGER JR
TOWN CLERK

THE TOWN OF RISING SUN

By: Travis Marion (SEAL)
TRAVIS MARION, MAYOR

APPROVED AS TO
LEGAL SUFFICIENCY:

Jack X. Gullo, Jr.
JACK X. GULLO, JR., TOWN ATTORNEY

DEED Exhibited this 26 Day
of April, 20 17 Tax
Stamp Not Required
Wentworth M.D.
Collector

STATE OF MARYLAND, CECIL COUNTY; To Wit:

I HEREBY CERTIFY that on this 21st day of January, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Padmanaban K. Murthy, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

DARYL HANNAH A. RODRIGUEZ
NOTARY PUBLIC - MARYLAND
PRINCE GEORGES COUNTY
MY COMMISSION EXPIRES
DECEMBER 09, 2019

[Signature]
Notary Public
My Commission Expires: 12/09/2019

STATE OF MARYLAND, CECIL COUNTY: To Wit:

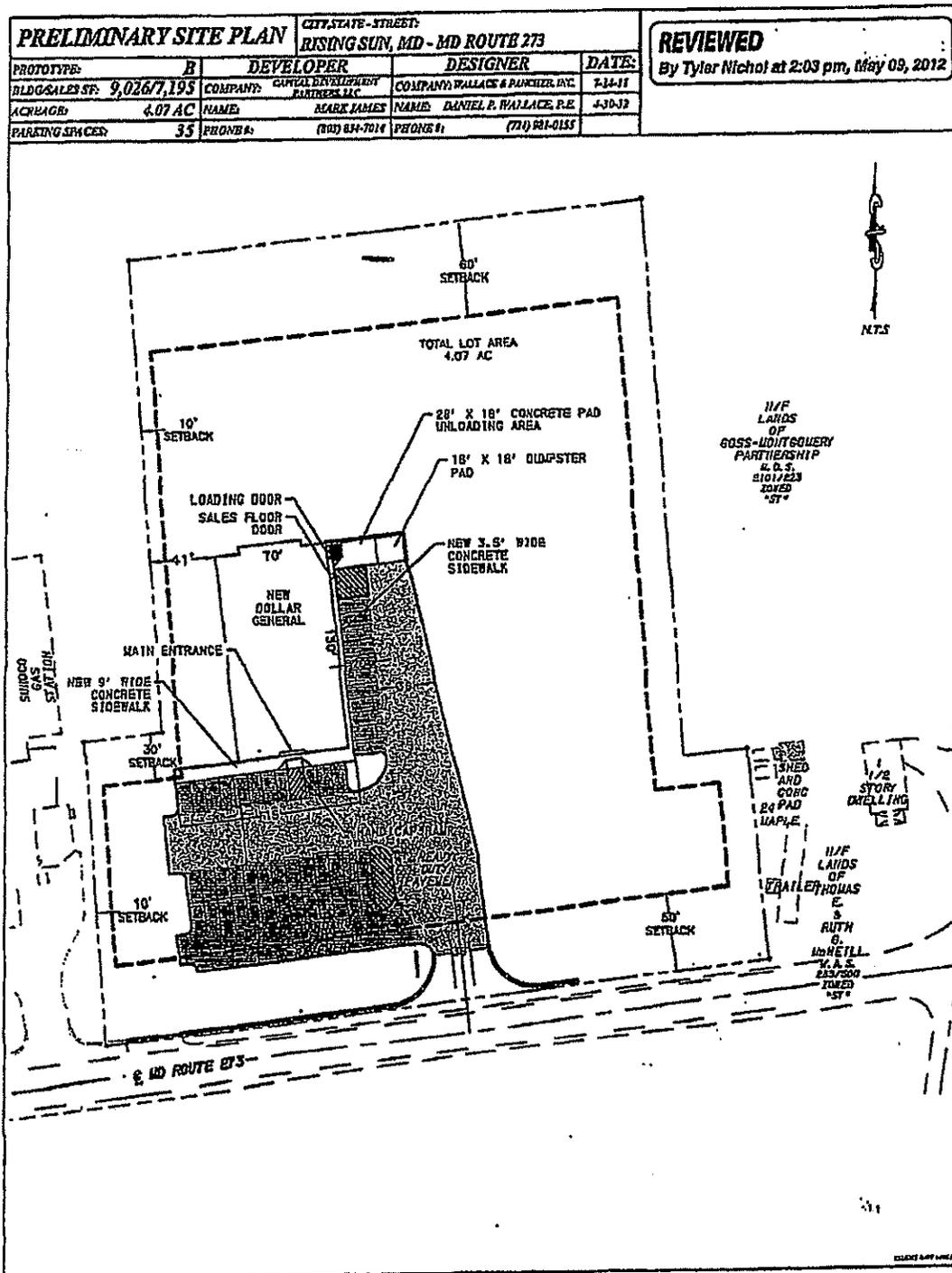
I HEREBY CERTIFY that on this ___ day of _____, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Travis Marion, Mayor of The Town of Rising Sun, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated and for the purposed therein contained.

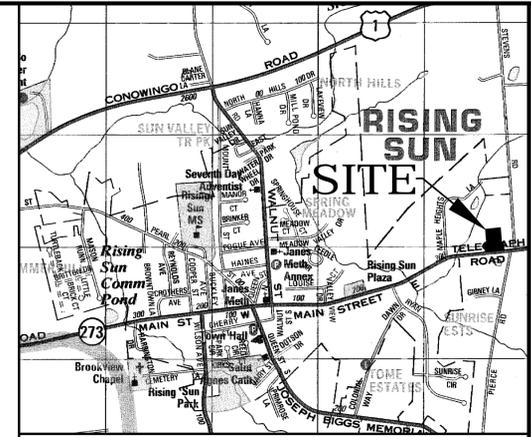
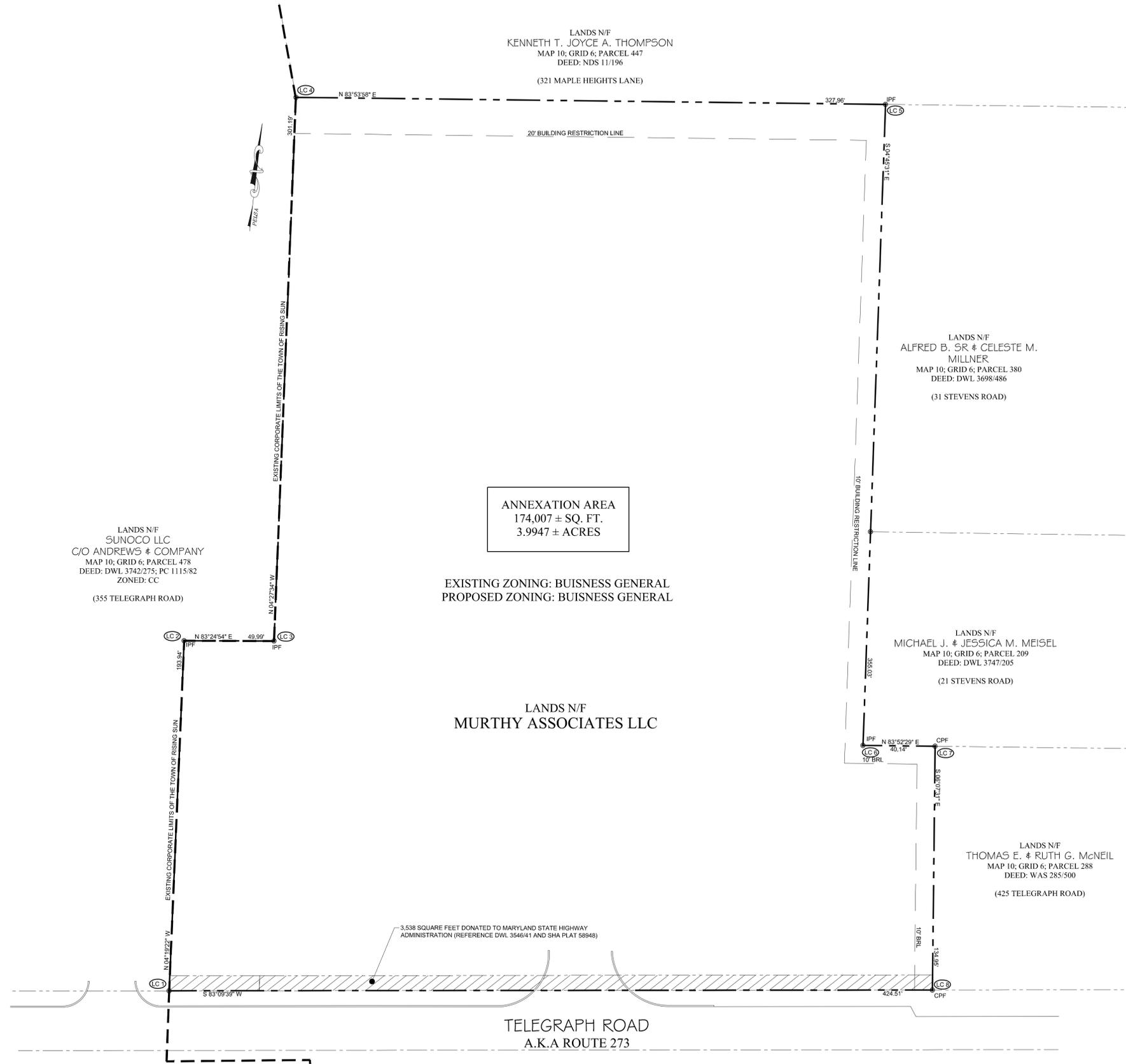
AS WITNESS, my hand and notarial seal.

CASEY DIANE CUNNINGHAM
Notary Public-Maryland
Cecil County
My Commission Expires
March 07, 2021

[Signature]
Notary Public
My Commission Expires: 3/7/2021

EXHIBIT-A





ADC MAP: 3 GRID: K-4 SCALE 1" = 800'

VICINITY MAP

DATA COLUMN:

OWNER/APPLICANT: MURTHY ASSOCIATES LLC
3116 SPRIGGS REQUEST WAY
BOWIE, MARYLAND 20921

PROPERTY ADDRESS: 401 TELEGRAPH ROAD
RISING SUN, MARYLAND 21911

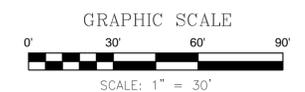
TAX PARCEL NUMBER: MAP 10, GRID 6, PARCEL 479
SOURCE OF TITLE: DEED: DWL 3740/363; PLAT CABINET 1115/82
LOT AREA: 3.9947 ACRES±
ZONING: BG, BUISNESS GENERAL DISTRICT

OWNER ADDRESS:
MURTHY ASSOCIATES LLC
3116 SPRIGGS REQUEST WAY
BOWIE, MARYLAND 20921

THE PELSACOMPANY
ENGINEERING, SURVEYING, ENVIRONMENTAL SCIENCES
610 PEOPLES PLAZA, NEWARK, DE 19702
PHONE: (302)834-3771 FAX: (302)834-228
EMAIL: PELSACOFFICE@THEPELSCOMPANY.COM

ANNEXATION PLAN - TOWN OF RISING SUN
PREPARED FOR
MURTHY ASSOCIATES LLC
MAP 10, GRID 6; PARCEL 479; PC 1115/82
401 TELEGRAPH ROAD
ADC MAP 3; GRID K-4
6TH ELECTION DISTRICT
CECIL COUNTY - STATE OF MARYLAND

POINT NO.	NORTHING	EASTING
LC 1	226224.6080	481617.8769
LC 2	226282.9487	481613.9082
LC 3	226284.9331	481628.9895
LC 4	226376.3468	481622.2426
LC 5	226387.4593	481721.4615
LC 6	226279.6414	481729.9282
LC 7	226280.9643	481742.0991
LC 8	226239.9538	481746.4647



SURVEY BY: PELSACOMPANY
DRAWN BY: CLE
CHECKED BY: MRP
SCALE: 1"=30'
DATE: 02/21/2017
SHEET NO. 1 OF 1
DRAWING NO. E-2794