

RESOLUTION NO. 09-18

A RESOLUTION TO PROVIDE FOR THE ENLARGEMENT OF THE CORPORATE BOUNDARIES OF THE CITY OF FREDERICK BY EXTENDING THE CORPORATE LIMITS OF THE CITY AND IN SO DOING TO AMEND ARTICLE I, ENTITLED "INCORPORATION AND GENERAL GOVERNMENT," SECTION 2, ENTITLED "BOUNDARIES," OF THE CHARTER OF THE CITY OF FREDERICK TO PROVIDE FOR THE ANNEXATION OF 285+/- ACRES OF LAND, MORE OR LESS, ON THE NORTHERN BOUNDARY OF THE CITY.

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

see attached entitled "Exhibit A".

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, by the Mayor and Board of Aldermen of The City of Frederick, that the boundaries of the City as provided in the Charter of The City of Frederick, as the same was enacted by the General Assembly of Maryland in Chapter 557, of the Laws of 1953, be amended to include the above-described Property (the "Property"), and the City Engineer shall so amend the description of the corporate limits to include all the Property more particularly described in "Exhibit A".

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

The conditions of this annexation are as follows:

1. Petitioners, Crum Farm Land Development, LLC, a Maryland Limited Liability Company, and Crum Farm Commercial Development, LLC, a Maryland Limited Liability Company (collectively, the "Petitioners"), shall pay the costs of any required advertising of this Annexation Resolution.
2. The Property shall be added to the corporate boundaries of The City of Frederick (the "City") and the Property and any persons residing on the Property shall be generally subject to the provisions of the Charter of the City, except as set forth to the contrary in the following paragraphs of this Annexation Resolution.

3. Except as set forth below, Municipal *ad valorem* real estate taxes (hereinafter, "City taxes") shall not be imposed on the Property until the following:

(a) As to "Phase 1," as defined herein, Petitioners requesting and the City issuing a Building Permit to begin construction of the initial dwelling unit on the Property pursuant to the MU-1 zoning district;

(b) As to "Phase 2," as defined herein, the completion and opening to the general public of a grade separated interchange at U.S. 15/Biggs Ford Road (Willowbrook Road);

(c) The above notwithstanding, City taxes shall be imposed upon the Property to reflect current use (*e.g.*, in the event that City taxes are imposed on all or some of the Property based upon MU-1 zoning, but the Property is used in whole or in part for agricultural uses, then the Property or part of the Property used for agricultural uses shall be subject to City taxes based upon agricultural tax assessment available under applicable property taxation laws and procedures) upon the date of twenty (20) years following the effective date of this Resolution, and

(d) Until such time as City taxes are imposed on the Property as set forth above, the City is not obligated to provide any services to the Property otherwise provided by the City for other City properties.

4. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters, and all other public improvements typically provided by the City to and within the Property, to the extent allowed by law and unless provided otherwise by this Annexation Resolution or by written agreement (*e.g.*, Developer's Rights and Responsibilities Agreement), shall be at the expense of the owner(s) or developer(s) requesting same; provided, however, that extensions of all such services beyond the boundaries of the Property owned by the Petitioners, including but not limited to, the lateral connection to public water and sanitary sewer from the trunk lines installed by Petitioners, and connection or tap fees, shall be at the expense of the owner desiring such services. Notwithstanding anything in the foregoing to the contrary, the Petitioners acknowledge that, as of the effective date of this Resolution, sanitary sewer service to the Property shall be provided by Frederick County, not the City.

5. Provided such extensions are requested under the terms outlined herein, and provided such Property is within the municipal boundaries of the City, the City will allow Petitioners, at its expense, to extend sanitary sewer and water service to the Property. In accordance with and subject to City law and regulations governing the allocation of public water, the City will allocate water taps to the Property at the time the extensions are completed and inspected by the City, and such taps are requested by the owner(s) or developer(s). Allocation of water taps to the Property shall be in accordance with City laws, rules and regulations, as may be amended, in effect at the time such taps are allocated. All water tap fees will be paid to the City by the owners or developers requesting the same. All water engineering plans will be submitted to the City Engineer for review and approval. Sanitary sewer service to the Property shall be provided by Frederick County, not the City. All sewer tap fees will be paid to the County by the owners

or developers requesting the same. All sewer engineering plans will be submitted to the County Division of Utilities and Solid Waste Management for review and approval. The City makes no representation regarding the availability or approval of said sanitary sewer service. However, since sewer service to the Property is to be provided by Frederick County, the City shall cooperate and make reasonable best faith efforts to ensure that timely allocation of sewer capacity is reserved for development of the Property and that necessary improvements (not by the City) to allow service to the Property are timely constructed. Petitioners also acknowledge that under these circumstances (*i.e.*, County sewer service), the City is not required to allocate water for development of the Property until such time as adequate sanitary sewer capacity allocation is obtained from the County.

6. Subject to all appropriate laws and administrative requirements, and simultaneously with its annexation into the corporate boundaries of the City, the Property is hereby classified in the City's MU-1 (Mixed-Use) zone, with development of a mixed-use project ("Project") with a development mix of uses allowable under the MU-1 zone and equivalent to the volume of water usage in accordance with the Potomac River Water Supply Agreement, but not to exceed 1,200 dwelling units and 1,300,000 s.f. of non-residential uses (the "Maximum Development"). The City hereby finds that the development of the Maximum Development in the MU-1 zone is not consistent with the existing zoning classification in Frederick County, and the City will cooperate with Petitioners in all regards and make all reasonable efforts to seek the express consent and approval by the Board of County Commissioners of Frederick County, Maryland, of the inconsistency pursuant to Article 23A, Section 9(c) of the Annotated Code of Maryland. The Highway Noise Overlay Zone will also apply to a portion of the Property pursuant to the Land Management Code provisions applicable to the Highway Noise Overlay Zone.

7. Petitioners acknowledge, subject to the terms of this Agreement, that the contemplated development of the Property is subject to the City's Adequate Public Facilities Ordinance as set forth in Chapter 4 of the Frederick City Code (hereinafter "APFO") to insure that public roads, schools, water and sanitary sewer facilities area available and adequate to serve the proposed development. The City agrees that it will, to the extent possible, reasonably cooperate with the Petitioners following annexation of the Property to secure the public facilities necessary to accommodate the proposed development so that the development may satisfy the APFO.

8. Notwithstanding the requirements of the Land Management Code, other provisions of the City Code (including the APFO) and as may be established by other written agreement (*e.g.*, a Developer's Rights and Responsibilities Agreement) applicable to the development approval process for development of the Property in the MU-1 zone, the following rights and requirements relating to the development of the Property in the City shall apply:

(a) At the time of initial record plat of subdivision recordation for Phase 1 (as described below), Petitioners shall, at no cost to the City, dedicate right-of-way for the extension of Willowbrook Road from the intersection of Oppossumtown Pike to the Phase 1 area of the Property (as such area is roughly shown on **Exhibit "B"** hereto) (the "Willowbrook Road Extension");

(b) No building permit for any dwelling units in Phase 1 shall be issued by the City until the Willowbrook Road Extension is fully designed and the completion thereof is guaranteed in a manner acceptable to the City. Willowbrook Road Extension shall be designed and constructed as a four (4) lane road section with full width right-of-way per City standards (with the cross section of improvements to be determined by the City Engineer) and Petitioners shall be permitted to develop and construct no more than 350 dwelling units in Phase 1, except as set forth below:

- (i) The scope of APFO analysis of Phase 1 relative to roads shall be limited to those intersections not to extend beyond Willowbrook Road Extension/Oppossumtown Pike and the Phase 1 improvements. The scope of the APFO analysis shall also include Willow Road and the intersections of Willow Road at each end.
- (ii) Phase 1 shall not have direct connection to Sundays Lane;
- (iii) Unless a "regional transportation or utility improvement" of higher priority to the City is identified, the City shall allocate to the construction of Willowbrook Road Extension the Two Thousand Five Hundred Dollar (\$2,500.00) per dwelling unit contribution ("Contribution") from Homewood at Frederick, MD, Inc. ("Homewood") payable to the City by Homewood for "regional transportation or utility improvements" by Annexation Resolution No. 08-89 approved and passed for Homewood on December 18, 2008. The determination as to whether the Contribution shall or shall not be allocated to the construction of Willowbrook Road Extension shall be made by the City at the time of the initial development approval for the Phase 1 development. In the event that the City, in its sole discretion, determines not to allocate the Homewood Contribution to Willowbrook Road Extension, then Petitioners shall be permitted to develop and construct 450 dwelling units in Phase 1 to offset the costs of Petitioners' funding of the Willowbrook Road Extension improvements, and
- (iv) Additional right-of-way is required to complete the Willowbrook Road Extension to City standards, as described above, only for the segment located between the intersection of Oppossumtown Pike and Tuscarora Creek. At no cost to the City relative to right-of-way acquisition and/or construction of improvements, the City shall reasonably cooperate in the acquisition of necessary right-of-way for that segment which is within the City corporate limits, which shall not obligate the City to exercise eminent domain powers. In the event Petitioners cannot obtain sufficient right-of-way to construct Willowbrook Road Extension fully to City standards for this limited segment, notwithstanding commercially reasonable efforts exercised by Petitioners, only this segment of Willowbrook Road shall be improved with a section within the existing right-of-way deemed appropriate in the sole discretion of the City, and Petitioners shall remain obligated to design and guarantee (the

“Guarantee”) the completion of this segment to fully meet City standards upon required right-of-way being acquired (and the remainder of Willowbrook Road Extension shall be designed and constructed fully to City standards). The Guarantee shall remain in place until the final occupancy has occurred for the Project, at which time the guarantee shall be returned to Petitioners and all further obligations of Petitioners as to Willowbrook Road Extension shall terminate.

(c) At time of initial record plat of subdivision recordation for “Phase 2” (which is hereby defined as the remainder of the Property not included in Phase 1 as described herein), Petitioners, at no cost to the City, shall reserve sufficient right-of-way within the Property for the U.S. 15/Biggs Ford Road interchange. No building permits shall be issued (still allowing site work such as grading, infrastructure, etc.) in Phase 2 until after full funding for the design and construction of the U.S. 15/Biggs Ford Road interchange has been approved by State Highway Administration, the City and other required governmental agencies. No occupancy of any Phase 2 improvements shall be allowed by the City until the U.S. 15/Biggs Ford Road interchange is completed and open to the general public. The scope of APFO analysis of Phase 2 relative to roads shall be limited to and be defined by the intersection of Willowbrook Road Oppossumtown Pike at one end and the U.S. 15/Biggs Ford Road interchange at the other end. Except as provided herein above, nothing herein shall obligate Petitioners to fund any portion of the U.S. 15/Biggs Ford Road Interchange. Phase 2 shall have no direct access to Sundays Lane unless access to U.S. 15 is denied from Sundays Lane or restricted to right-in/right-out.

To the extent legally permissible under an ordinance enacting a future City of Frederick Road Impact Fee or other similar road funding ordinance for the City of Frederick to receive infrastructure funding pursuant to development approvals, the City of Frederick may credit developer of the Property for funding provided by Petitioners pursuant to Paragraph 8(b) and (c) above against such funding requirement, to the extent such contributions were actually utilized by the City for road design, engineering or improvements and such contributions would not have been required but for the proffer of the Petitioners, and

(d) At the time of initial record plat of subdivision recordation for Phase 1, Petitioners shall dedicate, at no cost to the City, a minimum of twenty-two (22) useable/developable acres for parks, open space and/or other public uses deemed appropriate by the City from the adjacent land that is part of the Petitioners’ land holdings, but is not included in this annexation, located adjacent to the Property west of Willowbrook Road Extension (as approximately located on **Exhibit “B”** attached hereto). In addition, with the Phase 2 build out of the Project, Petitioners shall provide on-site public use spaces in accordance with the MU-1 zone and the Land Management Code, which on-site spaces shall include a 10-15 acre parcel for an elementary school within the residential section of the Project at the request of the Frederick County Public Schools. This Resolution shall be recorded in the Land Records of Frederick County against all parcels that are part of Petitioners’ land holdings and that are potentially impacted by this Resolution (Parcel 66, Tax Map 48 and Parcels 10, 26 and 102, Tax Map 57).

9. All non-residential buildings will be constructed to a minimum LEED Silver certification, and the Petitioners shall use energy efficient and environmentally sensitive design and construction standards in the design and construction of the site and buildings to be developed on the Property.

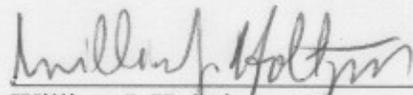
10. Coordinate with City Planning Commission, SHA and developer of the Thatcher/COPT Property to develop and provide a corridor plan for the Catoctin Mountain Scenic Byway for frontage along U.S. 15 between Sundays Lane and Willow Road. This plan shall include: 4-sided architecture, appropriate gateway signage, underground utility lines, no outdoor storage, appropriate green space (including park land and forestation, but excluding interchange and SHA dedication), landscaping and coordination of bridge design for improvements along the frontage. There shall be no residential development along the frontage of U.S. 15. The plan must be approved by the Mayor and Board of Alderman prior to approval of initial development plans for the Property in the MU-1 zone.

BE IT FURTHER RESOLVED, ENACTED, AND ORDAINED, that the Mayor shall give public notice of the introduction of this Annexation Resolution at least four (4) times at weekly intervals in the Frederick News-Post, a newspaper of general circulation in The City of Frederick and Frederick County, Maryland, briefly and accurately describing the proposed change and the conditions and circumstances applicable, and shall provide for a public hearing to be held on September 3, 2009, at City Hall, in Frederick, Maryland, at 7:00 p.m., which hearing shall be held not less than fifteen (15) days after the fourth (4<sup>th</sup>) publication of this notice.

BE IT FURTHER RESOLVED, ENACTED, AND ORDAINED, that this Annexation shall become effective forty-five (45) days after the passage of this Annexation Resolution unless a proper petition for referendum pursuant to Article 23A, Section 19, of the Annotated Code of Maryland, be presented to the Mayor within said forty-five (45)- day period.

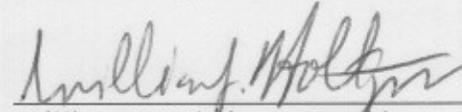
INTRODUCED at a regular meeting of the Mayor and Board of Aldermen of The City of Frederick on April 2, 2009.

APPROVED: September 4, 2009



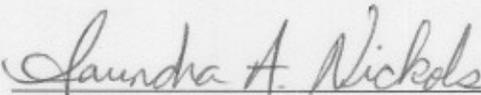
William J. Holtzinger, Mayor

PASSED: September 4, 2009



William J. Holtzinger, President  
Board of Aldermen

REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:



Sandra A. Nickols, City Attorney

**Exhibit 'A'**

June 10, 2009

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MNB  
510E

**Description of  
Part of the Property of  
CRUM FARM LAND DEVELOPMENT, LLC,  
CRUM FARM COMMERCIAL DEVELOPMENT, LLC  
and  
PARTS OF THE RIGHT OF WAY OF WILLOW ROAD  
Frederick (No. 2) Election District  
Lewistown (No. 20) Election District  
Tuscarora (No. 21) Election District  
Frederick County, Maryland**

Being part of the property acquired by Crum Farm Land Development, LLC, a Maryland limited liability company and Crum Farm Commercial Development, LLC, a Maryland limited liability company, from The Joli Limited Partnership, L.L.L.P., a Delaware limited liability limited partnership, by a special warranty deed dated February 15, 2007 and recorded among the Land Records of Frederick County, Maryland in Liber 6469 at folio 432; part of the property described in the aforesaid deed being an addition parcel as shown on an addition plat entitled "Addition Plat, Clarence R. Crum Farm Addition to Parcel #3 of the John M. Crum, Et Ux Farm" and recorded among the aforesaid Land Records in Plat Book 41 at Page 33; also being part of the right of way dedication of Willow Road as shown on a plat entitled "Farm Lot Transfer Plat, John M. Crum Farm Lot" and recorded among the aforesaid Land Records in Plat Book 53 at Page 5; also being part of the right of way dedication of Willow Road as shown on a plat of subdivision entitled "Farm Lot 2 for JOLI Limited Partnership, LLLP" and recorded among the aforesaid Land Records in Plat Book 81 at Page 184 and being more particularly described as follows:

Beginning for the same at a square stone monument marked "No. 3/A.C." found at the beginning of the 1<sup>st</sup> or North 27° 40' 04" West, 485.19 foot line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432; said stone being at the most easterly point of part of the property acquired by Lewis D. Sunday and Margaret E. Sunday, as tenants in common and not as tenants by the entireties, by a deed dated April 14, 2000 and recorded among the aforesaid Land Records in Liber 2705 at folio 1297, said point also being the beginning of the N 27½° West, 64 perch line described in a deed from Philip Keyser to John Measell dated February 23, 1848 and recorded among the aforesaid Land Records in Liber WBT 7 at folio 51; thence running with all of said 1<sup>st</sup> deed line of Part "H" and binding on the 3<sup>rd</sup> line described in the aforesaid deed recorded in Liber WBT 7 at folio 51 the following course and distance:

**Annexation Area**

**Job No. 510E**

1. North 27° 40' 04" West, 485.19 feet to a rebar and cap set; thence running with the 2<sup>nd</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding with the 2<sup>nd</sup> line of Parcel 1 and the 3<sup>rd</sup> line, reversed, of Parcel 2 as described in a deed from James F. Corun, Personal Representative of the Estate of Sonja S. Corun to James F. Corun, dated March 24, 2006 and recorded among the aforesaid Land Records in Liber 5934 at folio 469; also binding on the 2<sup>nd</sup> line, reversed, as described in a deed from Charles Wachter and Dorothy E. Wachter to É.D. Wachter and Edna R. Wachter, dated March 14, 1974 and recorded among the aforesaid Land Records in Liber 935 at folio 558; and also binding on the 2<sup>nd</sup> line, reversed, as described in a deed from Charles Wachter and Dorothy Ellen Wachter to Michael M. Main and Ellen M. Main dated March 1, 1982 and recorded among the aforesaid Land Records in Liber 1166 at folio 854 the following course and distance
2. North 84° 51' 04" East, 538.97 feet to an iron pipe found; thence running with the 3<sup>rd</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the 1<sup>st</sup> line, reversed, as described in the aforesaid deed recorded in Liber 1166 at folio 854 the following course and distance
3. North 10° 50' 56" West, 50.00 feet to a rebar and cap set at the intersection of a fence line at the beginning of the 5<sup>th</sup> line described in a deed from Austin D. Trout and Bernice N. Trout to Willard C. Van Sant and Jean W. Van Sant, dated January 26, 1961 and recorded among the aforesaid Land Records in Liber 649 at folio 231; thence running with the 4<sup>th</sup> and 5<sup>th</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432, with an existing fence, and binding with all of the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> lines described in the aforesaid deed recorded in Liber 649 at folio 231 the following 2 courses and distances:
4. North 82° 59' 19" East, 998.80 feet to an iron pipe found; thence
5. North 02° 38' 41" West, 400.48 feet to a nail set in the center of the existing pavement of Sundays Lane (approximately 21 feet wide); thence running with the 6<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432, with the road, the following course and distance

6. North 82° 45' 48" East, 200.83 feet to a nail set; thence running with the 7<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432, leaving the aforesaid road, and binding with all of the 3<sup>rd</sup> line, reversed, as described in a deed from John H. McHenry and Jeannette K. McHenry, by their power of Attorney John H. McHenry, Jr., to Kenneth James Reese and Anne Williamson Reese dated November 30, 1995 and recorded among the aforesaid Land Records in Liber 2145 at folio 615 the following course and distance
7. South 02° 25' 13" East, 252.49 feet to a rebar and cap set, passing over an iron pipe found at 16.78 feet; thence running with the 8<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding with the 2<sup>nd</sup> line, reversed, as described in the aforesaid Liber 2145 at folio 615; binding with the 3<sup>rd</sup> line, reversed, of "PARCEL ONE" and the 3<sup>rd</sup> line, reversed, of "PARCEL TWO" as described in a deed from Robert Francis Sheckels and Penny G. Cline to Gary S. Hubble and Dawna L. Hubble dated February 28, 1991 and recorded among the aforesaid Land Records in Liber 1695 at folio 624; binding with the 3<sup>rd</sup> line, reversed, as described in a deed from John H. McHenry and Jeanette K. McHenry to Carroll L. Schildt and Doris M. Schildt dated January 26, 1963 and recorded among the aforesaid Land Records in Liber 679 at folio 216; and binding with the southerly lines as shown on a plat of subdivision entitled "CORRECTION PLAT FOR GUCCHARAN LAIL LOT 1, SECTION ONE OF SNYDER'S DIVISION" recorded among the aforesaid Land Records in Plat Book 75 at Page 95 the following course and distance
8. North 83° 14' 48" East, 794.73 feet to a rebar and cap set on the westerly right of way line of Maryland State Route 15 (variable width right of way), as shown on Maryland State Roads Commission (SRC) Plat No. 29765; thence running with the 9<sup>th</sup> through 51<sup>st</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and with the westerly right of way lines of Maryland Route 15 as shown SRC Plat Nos. 23873, 23874, 23875, 25028, 29725, 29726, 29763, 29764, and 29765 the following 43 courses and distances
9. South 08° 52' 00" East, 370.95 feet to a rebar and cap set; thence
10. South 06° 34' 34" East, 50.04 feet to a rebar and cap set; thence

11. South 07° 43' 15" East, 50.01 feet to a rebar and cap set; thence
12. South 06° 34' 34" East, 100.08 feet to a rebar and cap set; thence
13. South 07° 40' 51" East, 96.64 feet to a rebar and cap set; thence non-tangent
14. 51.56 feet along the arc of a curve deflecting to the right, having a radius of 4946.51 feet (chord: South 08° 33' 36" East, 51.56 feet) to a rebar and cap set; thence non-tangent
15. South 12° 39' 02" East, 49.10 feet to a rebar and cap set; thence
16. South 10° 02' 58" East, 98.10 feet to a rebar and cap set; thence non-tangent
17. 294.07 feet along the arc of a curve deflecting to the right, having a radius of 4955.51 feet (chord: South 04° 51' 41" East, 294.02 feet) to a rebar and cap set; thence non-tangent
18. South 00° 32' 27" East, 49.04 feet to a rebar and cap set; thence
19. South 04° 38' 55" East, 49.04 feet to a rebar and cap set; thence non-tangent
20. 63.71 feet along the arc of a curve deflecting to the right, having a radius of 4955.51 feet (chord: South 01° 39' 35" East, 63.71 feet) to a rebar and cap set; thence non-tangent
21. South 47° 31' 44" West, 39.95 feet to a rebar and cap set; thence
22. South 00° 38' 03" East, 60.41 feet to a rebar and cap set; thence
23. South 42° 10' 07" East, 44.77 feet to a rebar and cap set; thence non-tangent
24. 697.92 feet along the arc of a curve deflecting to the right, having a radius of 4955.51 feet (chord: South 04° 08' 14" West, 697.34 feet) to a rebar and cap set; thence non-tangent
25. South 11° 57' 33" West, 49.09 feet to a rebar and cap set; thence
26. South 17° 10' 28" West, 34.90 feet to a rebar and cap set; thence
27. South 13° 17' 35" West, 259.00 feet to a rebar and cap set; thence
28. South 12° 42' 19" West, 97.62 feet to a rebar and cap set; thence
29. South 12° 22' 54" West, 48.83 feet to a rebar and cap set; thence non-tangent

30. 146.47 feet along the arc of a curve deflecting to the right, having a radius of 4936.51 feet (chord: South 14° 41' 19" West, 146.46 feet) to a rebar and cap set; thence
31. South 03° 08' 20" West, 50.10 feet to a rebar and cap set; thence non-tangent
32. South 10° 33' 26" West, 49.21 feet to a rebar and cap set; thence
33. South 13° 27' 05" West, 49.09 feet to a rebar and cap set; thence non-tangent
34. 245.05 feet along the arc of a curve deflecting to the right, having a radius of 4955.51 feet (chord: South 18° 39' 19" West, 245.03 feet) to a rebar and cap set; thence non-tangent
35. South 25° 35' 12" West, 22.20 feet to a rebar and cap set; thence
36. South 25° 35' 12" West, 174.11 feet to a rebar and cap set; thence
37. South 23° 47' 40" West, 48.87 feet to a rebar and cap set; thence
38. South 20° 50' 41" West, 48.90 feet to a rebar and cap set; thence non-tangent
39. 97.75 feet along the arc of a curve deflecting to the right, having a radius of 4941.51 feet (chord: South 24° 02' 19" West, 97.74 feet) to a rebar and cap set; thence non-tangent
40. South 22° 32' 44" West, 48.92 feet to a rebar and cap set; thence
41. South 27° 47' 53" West, 48.92 feet to a rebar and cap set; thence
42. South 22° 47' 41" West, 97.99 feet to a rebar and cap set; thence
43. South 21° 59' 12" West, 22.87 feet to a rebar and cap set; thence
44. South 27° 07' 39" West, 26.74 feet to a rebar and cap set; thence
45. South 20° 17' 05" West, 50.36 feet to a rebar and cap set; thence
46. South 27° 07' 39" West, 674.06 feet to a rebar and cap set; thence tangent
47. 402.05 feet along the arc of a curve deflecting to the left, having a radius of 5471.48 feet (chord: South 25° 01' 21" West, 401.96 feet) to a rebar and cap set; thence non-tangent
48. South 33° 09' 05" West, 204.46 feet to a rebar and cap set; thence
49. South 32° 22' 11" West, 105.14 feet to a rebar and cap set; thence non-tangent

50. 174.46 feet along the arc of a curve deflecting to the left, having a radius of 500.00 feet (chord: South 22° 29' 43" West, 173.58 feet) to a rebar and cap set; thence non-tangent
51. South 12° 35' 30" West, 192.66 feet to a rebar and cap set; thence running with the 52<sup>nd</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the northerly or S 54°18'11" E, 1012.37 foot line shown on a plat of subdivision entitled "FARM LAND TRANSFER PLAT, JOHN D. CRUM AND JUDITH L. CRUM" recorded among the aforesaid Land Records in Plat Book 70 at Page 50 the following course and distance
52. North 54° 26' 50" West, 53.35 feet to a rebar and cap set; thence running with all of the 53<sup>rd</sup> through 73<sup>rd</sup> lines, and part of the 74<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the outline of the aforesaid plat recorded in Plat Book 81 at Page 184 the following 22 courses and distances
53. North 12° 36' 53" East, 170.67 feet to a rebar and cap set; thence nontangent
54. 191.84 feet along the arc of a curve deflecting to the right, having a radius of 550.00 feet (chord: North 22° 31' 03" East, 190.87 feet) to a rebar and cap set; thence nontangent
55. North 32° 23' 35" East, 105.05 feet to a rebar and cap set; thence
56. North 32° 18' 32" East, 196.73 feet to a rebar and cap set; thence
57. North 28° 05' 57" East, 19.60 feet to a rebar and cap set; thence
58. North 25° 38' 08" East, 49.16 feet to a rebar and cap set; thence
59. North 23° 55' 14" East, 51.40 feet to a rebar and cap set; thence
60. North 26° 42' 42" East, 136.21 feet to a rebar and cap set; thence
61. North 67° 50' 09" West, 1119.48 feet to a rebar and cap set; thence
62. North 63° 01' 19" West, 184.17 feet to a nail set in concrete; thence
63. North 71° 33' 26" West, 207.19 feet to a rebar and cap set; thence
64. North 25° 41' 04" West, 206.19 feet to a rebar and cap set; thence
65. North 85° 13' 49" West, 159.69 feet to a rebar and cap set; thence

66. South 78° 58' 15" West, 209.26 feet to a rebar and cap set; thence
67. North 79° 21' 44" West, 628.56 feet to a rebar and cap set; thence tangent
68. 222.86 feet along the arc of a curve deflecting to the right, having a radius of 180.00 feet (chord: North 43° 53' 34" West, 208.90 feet) to a rebar and cap set; thence tangent
69. North 08° 25' 24" West, 107.00 feet to a rebar and cap set; thence tangent
70. 190.32 feet along the arc of a curve deflecting to the left, having a radius of 215.00 feet (chord: North 33° 46' 56" West, 184.16 feet) to a rebar and cap set; thence tangent
71. North 59° 08' 28" West, 188.35 feet to a rebar and cap set; thence tangent
72. 86.83 feet along the arc of a curve deflecting to the left, having a radius of 100.00 feet (chord: North 84° 01' 01" West, 84.13 feet) to a rebar and cap set; thence tangent
73. South 71° 06' 27" West, 282.49 feet to a rebar and cap set; thence
74. South 01° 32' 42" East, 1451.67 feet to a point at the westerly end of the northerly right of way line of Willow Road (ultimate 50 foot wide right of way), as shown on the aforesaid plat recorded in Plat Book 81 at Page 184; thence leaving the 74<sup>th</sup> line described in Liber 6469 at folio 432 and running with the northerly right of way line of Willow Road and the southerly lines of Farm Lot 2 as shown on said plat the following 2 courses and distances
75. South 82° 10' 35" East, 739.69 feet to a point; thence tangent

76. 127.90 feet along the arc of a curve deflecting to the right, having a radius of 425.00 feet (chord: South 73° 33' 18" East, 127.42 feet) to a point at the northerly end of the South 17° 31' 27" West, 25.23 foot line or the easterly termination of the right of way dedication for Willow Road as shown on the aforesaid plat recorded in Plat Book 81 at Page 184, said line also being the 559<sup>th</sup> or South 17° 40' 16" West, 248.17 foot line of the Revised City Boundary as described in Resolution Number 01-20, adopted July 19, 2001 (the City Boundary); thence leaving said northerly right of way line and running with all of said plat line, with part of the 559<sup>th</sup> line of said City Boundary, and binding on the westerly termination of the right of way of Willow Road as shown on a plat entitled "Farm Land Transfer Plat, John D. Crum and Judith L. Crum" and recorded among the aforesaid Land Records in Plat Book 70 at Page 50, also running across the right of way dedication of Willow Road as shown on the aforesaid plat recorded in Plat Book 53 at Page 5 the following course and distance nontangent
77. South 17° 31' 37" West, 50.50 feet to a point on the southerly right of way line of Willow Road as shown on the aforesaid plat recorded in Plat Book 53 at Page 5, said point being at the beginning of the 560<sup>th</sup> line of the Revised City Boundary as described in Resolution Number 01-20, adopted July 19, 2001 (the City Boundary); thence running with said southerly right of way line, with all of the 560<sup>th</sup> line of said City Boundary, and binding on the northerly line of Farm Lot 1 as shown on said plat the following course and distance nontangent
78. 24.62 feet along the arc of a curve deflecting to the left, having a radius of 375.00 feet (chord: North 65° 48' 09" West, 24.62 feet) to an iron pipe found on the 77<sup>th</sup> deed line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432; thence running with part of said deed line and binding on the North 14° 25' 22" East, 664.42 foot plat line as shown on a plat of subdivision entitled "Combined Final and Addition Plat for HOMEWOOD AT FREDERICK MD. INC.," and recorded among the aforesaid Land Records in Plat Book 72 at Page 70, also running with all of the 561<sup>st</sup> or South 14° 25' 22" West, 664.39 foot line of the Revised City Boundary as described in Resolution Number 01-20, adopted July 19, 2001 (the City Boundary) the following course and distance nontangent

79. South 14° 16' 58" West, 664.51 feet to an open iron pipe found; thence running with the 78<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the South 12° 15' 11" West, 25.00 foot plat line of the aforesaid Addition Plat recorded in Plat Book 41 at Page 33, with all of Line L-3 as shown on a plat entitled "Tracts One & Two, Plat One, Parkland Dedicated to the City of Frederick & Homeowners Association Land (H.O.A.)" recorded among the aforesaid Land Records in Plat Book 78 at Page 94 and continuing with the City Boundary the following course and distance
80. South 11° 51' 53" West, 25.06 feet to a rebar and cap found; thence running with the 79<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and with all of the North 81° 16' 13" West, 411.66 foot plat line of the aforesaid Addition Plat recorded in Plat Book 41 at Page 33, also binding on the South 81° 16' 08" East, 268.43 foot plat line of the aforesaid plat recorded in Plat Book 78 at Page 94, and binding on the South 81° 16' 08" East, 142.23 foot plat line of a plat entitled "Final Subdivision Plat, Lots 9-19, 47-61, Parcel B and Outlot 'A', Willow Brook" and recorded among the aforesaid Land Records in Plat Book 67 at Page 103, and also running with all of the 562<sup>nd</sup> or North 81° 16' 13" West, 411.66 foot line of the City Boundary the following course and distance
81. North 81° 25' 33" West, 411.68 feet to a rebar and cap found; thence running with the 80<sup>th</sup> and 81<sup>st</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the northerly plat outline of the aforesaid plat recorded Plat Book 67 at Page 103, and also running with the City Boundary the following 2 courses and distances:
82. North 72° 07' 01" West, 291.70 feet to a rebar and cap found; thence
83. North 67° 35' 36" West, 117.07 feet to a rebar and cap set; thence leaving the City Boundary and running with the 82<sup>nd</sup> and 83<sup>rd</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the outline of the area dedicated to public use as shown on the aforesaid Addition Plat recorded in Plat Book 41 at Page 33 the following 2 courses and distances
84. North 22° 49' 35" East, 42.99 feet to a rebar and cap set; thence

85. North 74° 39' 18" West, 25.68 feet to a railroad spike found; thence running with the 84<sup>th</sup> and 85<sup>th</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the easterly outline of the property acquired by Donald R. Kefauver by a deed recorded among the aforesaid Land Records in Liber 7096 at folio 602 and described as Parcel Number 2 of the lands conveyed to Isabel C. Kefauver, et al., by a deed recorded among the aforesaid Land Records in Liber 1095 at Folio 187 as described in a deed recorded in Liber 426 at Folio 124 the following 2 courses and distances
86. North 04° 50' 13" East, 555.70 feet to a nail set; thence
87. North 85° 18' 55" West, 97.04 feet to a stone found; thence running with the 86<sup>th</sup> through 88<sup>th</sup> lines of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 and binding on the 4<sup>th</sup> through 6<sup>th</sup> lines, reversed, of the property acquired by Donald R. Kefauver by a deed recorded among the aforesaid Land Records in Liber 7096 at folio 602 and described in a deed recorded in Liber 457 at Folio 142 the following 3 courses and distances:
88. North 03° 44' 00" West, 27.62 feet to a rebar and cap set; thence
89. South 88° 09' 48" East, 109.33 feet to a nail set; thence
90. North 01° 32' 37" West, 610.87 feet to a stone found, thence running across Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432 the following 3 courses and distances
91. North 01° 17' 43" West, 835.77 feet to a rebar and cap set; thence
92. North 02° 42' 23" East, 268.96 feet to a rebar and cap set; thence
93. North 14° 27' 23" East, 1114.21 feet to a rebar and cap set at the beginning of the 118<sup>th</sup> line of Part "H" as described in the aforesaid deed recorded in Liber 6469 at folio 432; thence running with the 118<sup>th</sup> through 121<sup>st</sup> lines of Part "H" as described in said deed with the remains of an old fence line and binding on the outline of the aforesaid Sunday property referenced in Liber 2705 at folio 1297 and described in Liber TG 9 at folio 351 and Liber WBT 7 at folio 51 the following 4 courses and distances:

96. North 19° 36' 22" East, 49.50 feet to a rebar and cap set; thence
97. North 08° 36' 22" East, 70.13 feet to the Point of Beginning; containing 12442553 sq.ft. or 285.64172 acres of land, more or less.

This description and the survey on which it is based were prepared with the benefit of a commitment for title insurance issued by Chicago Title Insurance Corporation, Commitment Number CTIC-06033.

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



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Crumland  
Annexation

Exhibit 'B'

Prepared For: **COULDER PRATT**  
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 301.991.9900

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