

**ANNEXATION AGREEMENT AND  
PUBLIC FACILITIES AGREEMENT**

THIS ANNEXATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Town of Centreville, a Maryland municipal corporation ("Town"); and Providence at Centreville, LLC (hereinafter individually referred to as "Providence at Centreville, LLC" or "Petitioner").

**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 contract.

A. The Petitioner is the fee simple owner of a certain tract or parcel of land (hereinafter referred to collectively as the "Annexation Property") located in Queen Anne's County, Maryland contiguous to the existing corporate boundaries of the Town of Centreville, lying and being in the Third Election District of Queen Anne's County, Maryland, and more particularly described on a plat entitled "ANNEXATION PLAT" dated January 5, 2024, by Lane Engineering, a copy of which is attached to the Annexation Resolution No. \_\_\_\_\_ as Exhibit A ("Annexation Plat" or "Annexation Property") and by metes and bounds, courses and distances by a legal description prepared by Lane Engineering, LLC., entitled "Description of the Lands of Providence at Centreville, LLC, In The Third Election District, Queen Anne's County, Maryland", dated January 5, 2024 prepared by Lane Engineering, LLC is attached to Annexation Resolution No. \_\_\_\_\_ as Exhibit B) and incorporated herein by reference.

B. The Annexation Property consists of 279.586 acres of land, more or less, adjacent to and contiguous with a portion of the present Town boundary along the south west portion of Maryland Route 304.

C. The Annexation Property is located within an area designated for “Planned Annexation” and is further designated Growth “Tier II” (Map 1B), meaning designated as a future growth area planned for sewer service, consistent with the Town of Centreville Comprehensive Plan 2040 (the “Comprehensive Plan”).

D. The Petitioner desires to carefully develop the Annexation Property with a mix of primarily residential uses, but also may include commercial and institutional uses as may be identified in the Comprehensive Plan or Town Zoning Ordinance. It is also anticipated development of the Annexation Property may include senior housing and apartments, as well as assisted living facilities. All future uses must be approved for development by the Town. All development will be consistent with the Comprehensive Plan, as may be amended from time to time.

E. The Town desires to control the growth that will occur in its designated growth area, and to ensure that such growth is in accordance with the Comprehensive Plan, and that the impacts of such growth are managed for the benefit of the Town and its citizens, and the community generally.

F. The Petitioner has requested annexation of the Annexation Property by the Town so long as certain matters pertaining to its future development are resolved, including without limitation, matters related to zoning designation and the future availability of public utilities and services.

G. The Town is willing to go through the annexation process, provided that the Petitioner agrees in advance, as a condition of annexation, to be responsible for fiscal and other impacts from and attributable to the future development of the Annexation Property, as such impacts are identified and defined during the development approval process, and to conform to

the Comprehensive Plan and all ordinances and regulations consistent with that Plan which are adopted to implement that Plan.

H. In order to effectuate the annexation of the Annexation Property, the Petitioner has executed and submitted to the Town Council of Centreville ("Council") a Petition for Annexation ("Annexation Petition"). There are no residents currently living with the Annexation property, therefore there are fewer than twenty persons who are eligible to sign a petition and to participate in a referendum election under the provisions of Md. Code Ann. Local Government § 4-413 that live within the area to be annexed. Pursuant to Md. Code Ann. Local Government § 4-413, any person (including an association, the two or more joint owners of jointly-owned property, a firm or corporation) owning real property within the area to be annexed ("Owner") has a right equal to a natural person to sign the Annexation Petition. The Owners constitute one hundred percent (100%) of the persons eligible to sign the Annexation Petition and are the Owners of one hundred percent (100%) of the assessed valuation of the property proposed for annexation.

NOW, THEREFORE, in consideration of the above recitals and representations, and mutual interests, covenants, agreements, and undertakings set forth herein, and the mutual promises and covenants herein contained, the sufficiency of which is expressly acknowledged, the Petitioner and the Town mutually agree as follows:

1. **Property.** The property subject to this Annexation Agreement is identified in the tax records of Queen Anne's County as Parcel 60 on Tax Map 44F and is more specifically depicted on the Annexation Plat dated January 5, 2024 by Lane Engineering, LLC, which is attached to Annexation Resolution No. \_\_\_\_\_ as Exhibit A ("Annexation Plat").

2. **Zoning Upon Annexation.**

## 2.1 Existing Uses.

The Petitioner and Town agree that all existing land uses of the Annexation Property, whether permitted uses, accessory uses, nonconforming uses, or special exception uses, currently made in and upon the Annexation Property, may continue after annexation, subject to the terms of the Zoning Ordinance of the Town of Centreville, or Queen Anne's County as the case may be. The Annexation Property is currently used for agricultural purposes.

## 2.2 Zoning.

The Annexation Property is currently in Queen Anne's County and is zoned "Agricultural." The Annexation Property is located within a Land Use area designated for "Planned Annexation" and is further designated Growth "Tier II" in the Comprehensive Plan (Maps 1B), meaning its development and growth is consistent with the Comprehensive Plan. The Annexation Property is identified as part of Growth Area 4 in the Comprehensive Plan Table 2, Map 1 A, has a Tier designation of II in Map 1 B, and envisioned to be developed as a "Complete Neighborhood" in "Growth Area Plan Map 2."

The Petitioner has requested, and the Town has agreed to zone the Annexation Property Traditional Neighborhood Development District (TND) in accordance with Ordinance \_\_\_\_\_. The Petitioner agrees that as a condition of the annexation, it will only develop the Annexation Property in accordance with TND District and/or the Planned Unit Development District (PUD) provisions of the Town Zoning Ordinance at a density not to exceed what is otherwise allowed in the TND zone, and it may apply to the Town Council for a PUD floating zoning designation (or another zoning district consistent with the Comprehensive Plan and Town Zoning Ordinance, as it may be amended from time to time). It is intended that the Comprehensive Plan

and the provisions of the TND and/or PUD provisions, as implemented, and any amendments thereto, will control the development and use of the Annexation Property.

To the extent that authorization by Queen Anne’s County is required by Md. Code Ann. Local Government § 4-416, the Town will submit any zoning classifications, text provisions, and zoning map amendments proposed to apply to the Annexation Property within five years of effective date of Resolution \_\_\_\_ to the Queen Anne’s County Commissioners, together with a request that the County Commissioners expressly approve the Town zoning classification and authorize the land uses and densities permitted by such Town zoning classification (“Zoning Approval Request”). Town agrees to submit the Zoning Approval Request to the County Commissioners commensurate with providing a copy of the Petition and Resolution as required by Md. Code Ann. Local Government § 4-416. Furthermore, if, within the first five years after annexation, such County authorization is required by law and the County Commissioners fail or refuse to authorize the land uses permitted by the Town's proposed zoning of the Annexation Property, the Petitioner agrees (unless it otherwise withdraws its Petition) that it will wait until the expiration of the five year period before requesting final subdivision or site plan approval for the development of the Annexation Property. In the event the County Commissioners do not approve the proposed zoning or authorize the land uses and densities permitted in the Town zoning classification, the Petitioner may proceed with any and all Town land use approvals to the extent permitted by law that are prerequisite to final subdivision or site plan approval.

**3. Development Intentions.**

The Petitioner intends to develop the Annexation Property as a mixed use planned residential community that may also include commercial and institutional uses as may be identified in the Comprehensive Plan, and in accordance with the Town Zoning Ordinance, and

TND and/or PUD provisions. It is anticipated development of the Annexation Property may also include senior housing and apartments, as well as assisted living facilities. All future uses must be approved for development by the Town. All development will be consistent with the Comprehensive Plan, as may be amended from time to time. Specific provisions, in addition to those set forth herein, regarding dedication of land for public purposes, construction, expansion and extension of public utilities, construction and extension of public and private roads, and other aspects related to the future development of the Annexation Property, including expanded municipal services, will be addressed in the TND, PUD, or other applicable development entitlement processes, such as a Development Rights and Responsibilities Agreement as provided for in Chapter 45 of the Centreville Code (“DRRA”).

**4. Public Facilities Agreements.** The agreements set forth herein as supplemented by all applicable ordinances, regulations, and plans of the Town of Centreville in effect at the time any development proposal is submitted, or at the time of construction, shall govern the standards applicable to all public facilities to be installed within the Annexation Property and elsewhere in the Town as necessary to address the impacts of development of the Annexation Property. Costs, expenses, and impacts occasioned by the development and use of the Annexation Property shall generally be borne by the Petitioner and no costs shall be borne by the Town. The Petitioner acknowledges, accepts, and agrees that the Town will not permit any development in or upon the Annexation Property unless and until the Town determines that public facilities adequate to support the proposed development are being or will be provided by the conclusion of any planned construction, and have been reviewed and approved by the applicable local, state or federal agencies having jurisdiction for the same. Additionally, the Town requires, and the Petitioner agrees that all construction, operation, and maintenance of

public facilities intended to be dedicated to the Town, will be guaranteed by the Petitioner with adequate security agreements, including bonds, letters of credit, mortgages, or other forms of security, as may be reasonably required by the Town's legal and economic advisors.

In the event the Annexation Property is annexed, this Agreement, at a minimum, will govern the obligations of the Petitioner and the Town. It is specifically understood and agreed by the parties that the obligations of the Petitioner contained herein (except for costs and reimbursements set forth in Section 5) shall be requirements and conditions for any development of the Annexation Property. The Petitioner is not obligated to construct any of the public improvements identified herein except pursuant to an agreed schedule for development after final TND,PUD, DRRA, Site Plan or Subdivisions approval by the Town for the Annexation Property.

4.1. Standards for Public Improvements. The Petitioner agrees to comply with the Town's rules, regulations, and requirements in effect at the time of engineering plan approval with respect to any roads, streets and alleys, curbs and gutters, sidewalks and water, sewer and stormwater drainage systems or components, or any other infrastructure improvements or public facilities necessary to accommodate any proposed development which may be constructed within the Annexation Property, or that may be reasonably necessary to serve or accommodate future residents of the Annexation Property. The design and performance specifications for all infrastructure improvements intended to be owned or operated by the Town or used by the public, shall be determined by the Town and its consulting engineers, at the Town's reasonable discretion.

4.2. Public Facility Extensions; Allocation of Construction Costs. The Petitioner recognizes that development of the Annexation Property will necessitate substantial infrastructure improvements, including but not limited to:

(a) Roadway Extensions and Improvements. Public roadway extensions or improvements may be necessary to serve the Annexation Property or portions thereof. The Petitioner agrees to construct or cause to be constructed, at their expense (unless otherwise agreed to between the parties), public roadways, roadway extensions, or improvements as reasonably necessary to serve the Annexation Property or accommodate the future residents thereof. Any construction or improvements will be designed and executed in accordance with the Town's standards and specifications, including the recommendations of the Town's consulting engineers. Upon the satisfaction of specific conditions to be negotiated at the time of development submissions and approvals, the Petitioner may dedicate or convey such roadways to the Town and the Town may accept the same. The Petitioner agrees to maintain such roadway improvements, at no cost to the Town, until the Town accepts the same, pursuant to satisfaction of agreed conditions.

(b) Upgrades to the Town's Existing Sewer Collection Facilities. Collection systems for municipal sewers are not currently available to service the Annexation Property. Prior to any development of the Annexation Property, the Petitioner will obtain from its consulting engineers, at the reasonable expense of the Petitioner, such studies, reports and assessments as are reasonably necessary to determine the extent of all construction, expansion, improvements and upgrades to the Town's wastewater collection system which will be necessitated as a result of any proposed development of the Annexation Property. The Petitioner will be responsible for reasonable costs (unless otherwise agreed to between the parties) to the Town incurred reviewing and assessing the studies, consulting reports, evaluations, and improvements, upgrades, or expansions of the Town's wastewater collection system which the Town determines are reasonably necessary to provide service to the Annexation Property.



Petitioner will also be responsible for its reasonable and proportionate costs associated with wastewater collection from the Property to and from the Town's wastewater treatment plant as well as the reasonable and proportionate cost of obtaining necessary permits from the Maryland Department of the Environment or any other state, federal, or local agency, which are required for any construction of wastewater collection systems necessary to provide sewer service for the Annexation Property.

The Petitioner recognizes that the Town presently does not have sufficient wastewater treatment capacity available to serve the anticipated development of the Annexation Property. The Town is in the process, however, of expanding its wastewater facilities whereas it would have sufficient capacity to serve the anticipated development of the Annexation Property. Furthermore, the Petitioner will comply with the Town's allocation policy when applying for sewer capacity, unless otherwise agreed to by the Town and memorialized in a DRRA or public works agreement.

(c) Water Services. Prior to any development of the Annexation Property, the Petitioner will obtain from its consulting engineers, at the reasonable expense of the Petitioner, such studies, reports, and assessments as are reasonably necessary to determine the extent of all construction, expansion, improvements, and upgrades to the Town's water treatment, storage, and distribution facilities which will be necessitated as a result of any proposed development of the Annexation Property. The Petitioner will be responsible for the reasonable costs (unless otherwise agreed to between the parties) incurred by the Town for its review and assessment of studies, consulting, reports, and improvements, upgrades or expansions of the Town's wells, water treatment, storage, and distribution facilities which the Town determines are reasonably necessary to service the Annexation Property. The Petitioner will

also be responsible for its reasonable and proportionate costs associated with all wells, storage, treatment, and water distribution necessary to serve the Annexation Properties. The Petitioner will also be responsible for its reasonable and proportionate share of the costs associated with obtaining necessary permits from the Maryland Department of the Environment or any other state, federal, or local agency, which are required for any construction, including wells, treatment, storage, and distribution in connection with providing water service to the Annexation Property. Furthermore, the Petitioner will comply with the Town's allocation and payment policy when applying for water capacity, unless otherwise agreed to by the Town and memorialized in a DRRA or public works agreement.

(d) Easements. The Petitioner and the Town hereby agree to grant to the other upon request, at no cost, rights of way or easements over their respective properties in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement and/or removal of public improvements in accordance with the provisions of this Section 4.2. If the Petitioner is unable to obtain off-site easements and rights-of-way as may be necessary for such public improvements, Town agrees to assist the Petitioner, at the Petitioner's expense, in obtaining such easements and rights-of-way. If necessary, the Petitioner may request that the Town institute and process condemnation proceedings to acquire such easements and rights-of-way, the reasonable compensation, costs, and expenses of which, including legal fees, shall be paid by the Petitioner.

(e) Maintenance. Upon completion in accordance with Town design and construction standards, and after an appropriate period of maintenance and operation at the reasonable expense of the Petitioner or its successors, the Town may elect to assume the on-going operation and maintenance of any on-site public facilities required by the Town as a

condition of development approvals. Upon completion in accordance with Town design and construction standards, and upon receipt of appropriate warranties and/or performance bonds as may be reasonably required by the Town, the Town shall assume the on-going operation and maintenance of any off-site public facilities required by the Town as a condition of development approvals.

4.3 Public Services. Future development of the Annexation Property may necessitate the expansion of public services currently provided by the Town and additional services not currently provided by the Town. During the approval process for any development of the Annexation Property, and as a condition of approval thereof, the Petitioner's obligation to pay for and fund such expansions or additional services will be determined and memorialized in one or more public works agreements or as part of the TND, PUD DRRA process.

4.4. Contingency. The public facilities construction agreements contained within Section 4 of this Agreement are contingent in their entirety upon the successful and final annexation of the Annexation Property into the Town, and the successful application of the TND and/or PUD zoning designation/provisions (or another zoning district consistent with the Comprehensive Plan) to the Annexation Property and final site plan and subdivision approval for the development of the Annexation Property. The provisions of these public facilities agreements shall be incorporated, with reasonable modifications to reflect the development actually permitted by the Town, into one or more public works agreements by and between the Petitioner or their successor or assigns when Petitioner obtains sufficiently definite development approval(s) to determine the scope of required improvements and public facilities.

5. Conditions. Except for the expense reimbursement provisions and indemnities set forth in this Section, which are continuing obligations of the Petitioner, this Agreement is

contingent in its entirety upon successful and final annexation of the Annexation Property into the Town of Centreville, and successful application of the TND and/or PUD zoning designation (or another zoning district consistent with the Comprehensive Plan) to the Annexation Property, which condition may be waived in whole or part by the Petitioner. The annexation will not become effective until the referendum periods have expired, and if applicable, all referenda have been resolved in favor of the annexation. Notwithstanding the status of final annexation or development approvals, the Petitioner agree to reimburse the Town for all expenses reasonably incurred in connection with this annexation request and Agreement, including all impact studies, development evaluations, planning consultant fees, engineering fees, legal fees, and other professional fees, hearing expenses and advertising fees. The Petitioner further agrees to indemnify and hold harmless the Town from any and all claims, demands, suits, judgments and expenses incurred by the Town, (including reasonable legal fees, expenses, and costs, costs of defense, and expert fees and expenses) which arise by virtue of the annexation proceedings or this Agreement, as a result of a suit, administrative proceeding or other legal action pertaining to the proposed annexation initiated by a person or entity not a party to this Agreement.

**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.

The Petitioner and the Town agree to promptly execute all permit applications needed by the Petitioner for permits or approvals from the U.S. Army Corps of Engineers, the Maryland Department of the Environment, the Maryland State Highway Administration, Queen Anne's County and its various agencies and departments, or any other public or private agencies from which a permit is required to develop the Annexation Property, provided that such permit applications are prepared in accordance with applicable rules, regulations and laws, and the Comprehensive Plan, and the parties each further agree to cooperate in the securing of such permits or approvals from such agencies.

One of the first acts of mutual assistance will be for the Petitioner and Town to jointly file an application with the Queen Anne's County Commission/Sanitary Commission requesting an amendment to the Queen Anne's County Comprehensive Water and Sewer Plan ("CWSP") redesignating the Annexation Property from W-6/S-6 (no planned service) to W-3/S-3 (service in 4-10 years) in accordance with Section 5 of the CWSP.

## **7. Other Provisions.**

7.1 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.

7.2 Entire Agreement, Future Documents. 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.

7.3 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.

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

7.5 Binding Effect. Subject to the provisions of this paragraph, the terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property and the successors and assigns of the Petitioner, it being expressly understood and agreed that the Petitioner may assign their benefits, rights, duties and obligations hereunder either as part of the conveyance of the Annexation Property as an entirety or severally as part of conveyances of portions of the Annexation Property. Notwithstanding the foregoing, no assignment of this Agreement, or sale or transfer of the Annexation Property or any portion thereof, shall release the Petitioner from its duties and obligations arising under this Agreement without an express written release from the Town, which shall not be unreasonably withheld. The Town shall have the right to require reasonable financial assurances from any proposed successors or owner as to the successors' financial ability to perform the specific duties and obligations arising under this Agreement, or in any public works agreement arising as a result of this agreement, such as bonds, letters of credit, or other forms of security acceptable to the Town, in the Town's sole discretion, as a condition of any development approvals by the Town or its agencies for the Annexation Property. Nothing in this Section shall require the Town's consent for the transfer or sale of lots which are subject to a final approved subdivision plat, provided all required

improvements have been constructed, guaranteed, and bonded in accordance with the Town's regulations, and all applicable written agreements between the parties.

It is expressly agreed by all parties, and their successors, that an owner of a portion of the Annexation Property shall have no contractual rights to control, approve or otherwise direct the size, density, proposed uses, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation Property that it does not own. No provision of this Agreement (including Section 4) shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

7.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.7 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, subject to the indemnity provisions of Section 5 of this Agreement.

7.8 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.

7.9 Exhibits. The Proposed Annexation Resolution No. \_\_\_\_ with exhibits, as introduced by the Town Council on \_\_\_\_\_, 2024, and/or as amended by the Town Council, is incorporated herein and made a part hereof.

7.10 Recording. This agreement shall be recorded among the Land Records of Queen Anne's County at the expense of the Petitioner.

7.11 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.

7.12 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.

7.13. 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.

7.14. 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.

7.15. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given: (i) if delivered by hand to the address below upon delivery, or (ii) two (2) business days after mailing, if mailed, postage prepaid, by certified mail, return receipt requested, or (iii) upon the date of delivery if sent by Federal Express or other nationally recognized overnight courier service or Express Mail:

- (A) if to the Town, addressed to:  
Centreville Town Council  
101 Lawyer's Row  
Centreville, MD 21617

with a copy to:  
Sharon M. Van Emburgh, Town Attorney  
Ewing, Dietz, Fountain & Kaludis. P.A.  
16 South Washington Street  
Easton, Maryland 21601

- (B) if to Providence, addressed to:  
Managing Member, Providence At Centreville, LLC  
6326 Nodding Night Court  
Columbia, Maryland 21044

with a copy to:  
Joseph A. Stevens, Esq.  
Law Offices of Stevens Palmer, LLC  
114 West Water Street  
Centreville, MD 21617

- (C) Any of the Parties may effect a change of address by written notice to the other Parties hereto.

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 COUNCIL OF CENTREVILLE

\_\_\_\_\_

\_\_\_\_\_  
Ashley H. Kaiser, Esq., President

\_\_\_\_\_

\_\_\_\_\_  
Eric B. Johnson, Jr., Vice President

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\_\_\_\_\_  
Jeffrey D. Kiel, Member

\_\_\_\_\_

\_\_\_\_\_  
Daniel B. Worth, Member

\_\_\_\_\_

\_\_\_\_\_  
Jim A. Beauchamp, Member

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Sharon VanEmburch

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ who acknowledged themselves to be the members of the Town Council of Centreville, a Maryland municipal corporation, known to me (or satisfactorily proven) to be the persons whose names is subscribed to the within Annexation Agreement, and acknowledged that they executed the same for the purposes therein contained as the fully authorized agent of said Town of Centreville by signing the name of the Town by themselves as Council Members.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires:

DRAFT

PROVIDENCE AT CENTREVILLE, LLC  
a Maryland limited liability company

\_\_\_\_\_  
Robert Karen, Manager

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public of the State aforesaid, personally appeared Robert Karen, known to me (or satisfactorily proven) to be the person whose name are subscribed to the foregoing Annexation Agreement, who acknowledged themselves to be the Manager of Providence at Centreville, LLC, a Maryland limited liability company, and acknowledged that they as such, being authorized to do so, executed the same for the purposes therein contained, by signing the name of the Providence at Centreville, LLC by themselves as Robert Karen, Manager.

IN WITNESS WHEREOF my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: