



## **SPECIAL AGENDA FOR THE TOWN WORKSHOP**

**December 5, 2013**

**7:00 p.m.**

7:00PM Community Deputy Monthly Report

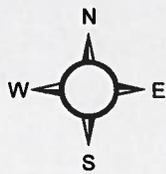
7:05PM **Public Hearing – Middletown (County) Park Annexation**

**RESOLUTION NO. 13-01**

A RESOLUTION INITIATED BY THE BURGESS AND COMMISSIONERS OF THE TOWN OF MIDDLETOWN TO CHANGE THE BOUNDARIES OF THE TOWN OF MIDDLETOWN, MARYLAND BY THE ANNEXATION INTO THE CORPORATE LIMITS OF THE TOWN OF 79.011 ACRES OF REAL PROPERTY, MORE OR LESS.

7:20PM **George Brigham, Chairman, Central Maryland Heritage League**  
**Offer to Sell Portion of Property**

**Regular Workshop Items**



**Middletown (County) Park**

**Legend**

 Town Boundary (Existing)



**Annexation Map**  
**Town of Middletown - Frederick County**

**RESOLUTION NO. 13-01**

**A RESOLUTION INITIATED BY THE BURGESS AND COMMISSIONERS OF THE TOWN OF MIDDLETOWN TO CHANGE THE BOUNDARIES OF THE TOWN OF MIDDLETOWN, MARYLAND BY THE ANNEXATION INTO THE CORPORATE LIMITS OF THE TOWN OF 79.011 ACRES OF REAL PROPERTY, MORE OR LESS.**

**WHEREAS**, the Burgess and Board of Commissioners desire to have certain property owned by Frederick County, Maryland hereinafter described annexed into and made a part of the Town of Middletown, Maryland; and

**WHEREAS**, the property to be annexed consists of 79.011 acres of real property, more or less, (hereinafter referred to as "the Property"), and the Property is more fully described on the metes and bounds description prepared by Harris, Smariga and Associates, Inc. dated March 20, 2013 which is attached hereto and incorporated by reference herein as Exhibit "A"; and

**WHEREAS**, the Property is owned entirely by the Board of County Commissioners of Frederick County and the Board of County Commissioners is therefore the owner of over 25% of the assessed valuation of the Property to be annexed, and there are no persons residing in or on the Property to be annexed; and

**WHEREAS**, the Board of County Commissioners has consented to the annexation of the Property into the corporate limits of the Town of Middletown; and

**WHEREFORE**, the Property is adjacent to and contiguous with the existing corporate limits of the Town of Middletown and its annexation will not create any unincorporated area completely surrounded by land now located or to be located within the corporate limits of Middletown.

**NOW, THEREFORE, BE IT ENACTED AND RESOLVED** by the Burgess and Commissioners of Middletown as follows:

**SECTION I:** The boundaries of the Town of Middletown, Maryland are extended and enlarged by adding to the Town of Middletown and making a part thereof all that real property consisting of 79.011 acres, more or less, which is described on the metes and bounds description entitled "Description of Farm Lot No.1" prepared by Harris, Smariga & Associates, Inc. and dated March 20, 2013 which description is attached hereto and incorporated by reference herein as Exhibit "A".

**SECTION II:** Except as otherwise provided herein, the Property and any persons now or in the future residing thereon, if any, shall be subject to the provisions of the Charter of the Town of Middletown and all ordinances and regulations enacted pursuant thereto.

**SECTION III:** The Property shall be annexed into the corporate limits of the Town of Middletown on the following conditions:

A. The Town of Middletown shall pay all of the expenses and costs incurred for the annexation of the Property.

B. Except as hereinafter provided, the Property shall be classified in the "Open Space" zoning classification pursuant to Title 17 of the Middletown Municipal Code which provides for uses which are substantially similar to and not more restrictive than the zoning for the Property under Frederick County law.

C. An Annexation Agreement dated August 8, 2013 was entered into by and between the Burgess and Commissioners of Middletown, Maryland and the Board of County Commissioners of Frederick County, and said Annexation Agreement is attached to this Resolution as Exhibit "B". The Annexation Agreement, and all of the terms and conditions thereof, are incorporated by reference herein and are made a part of this Resolution as though fully set forth herein.

**SECTION IV:** The Corporate Boundaries of the Town of Middletown, as established by Article II, Section 201 of the Town Charter (as amended), are hereby amended to add thereto the Property annexed by this Resolution.

**SECTION V:** This Resolution shall become effective on the forty-fifth (45th) day following its enactment, unless a Petition for Referendum, in proper form and in conformity with the requirements of Article 23A, Section 19 of the Annotated Code of Maryland, is submitted to the Burgess of the Town of Middletown.

**PASSED AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2013 by the Burgess and Commissioners of the Town of Middletown by a vote of \_\_\_\_\_ **FOR**, \_\_\_\_\_ **AGAINST** and \_\_\_\_\_ **ABSTAINING** and \_\_\_\_\_ **ABSENT**.

**ATTEST:**

**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

\_\_\_\_\_  
Andrew J. Bowen,  
Town Administrator

By: \_\_\_\_\_  
John Miller, Burgess

**I HEREBY CERTIFY THAT A PUBLIC HEARING WAS HELD ON THIS RESOLUTION NO. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. I FURTHER CERTIFY THAT NOTICE OF THE TIME, DATE, PLACE AND PURPOSE OF THE PUBLIC HEARING WAS PUBLISHED IN THE VALLEY CITIZEN NEWSPAPER ON THE FOLLOWING DATES:**

- \_\_\_\_\_, 2013
- \_\_\_\_\_, 2013
- \_\_\_\_\_, 2013
- \_\_\_\_\_, 2013.

**THE PUBLIC HEARING WAS HELD NOT LESS THAN FIFTEEN DAYS AFTER THE LAST PUBLICATION OF NOTICE.**

\_\_\_\_\_  
Andrew J. Bowen, Town Administrator

Date: \_\_\_\_\_

# Exhibit A



## Harris, Smariga & Associates, Inc.

Planners/Engineers/Surveyors  
125 S. Carroll Street, Suite 100/Frederick, MD 21701  
301-662-4488/FAX 301-662-4906

March 20, 2013  
HSA Job No. 2382  
Page 1 of 1

### Description of *Farm Lot No.1*

Beginning at a point in Coblenz Road which is the Northeast corner of Farm Lot No.1 as shown on a plat of subdivision entitled "Boundary Survey Farmland, Farm Lot No.1, Gaver Farm Lot", as recorded among the Land Records of Frederick County, Maryland in Plat Book 23 at Page 170. Thence running with and in said roadway the following two (2) courses and distances,

S. 09° 18' 00" W.	195.00'	to a point, thence
S. 22° 39' 06" W.	1262.25'	to a point, thence leaving said roadway and continuing with said Farm Lot No.1 outline the following five (5) courses and distances
S. 86° 33' 43" W.	899.81'	to a point, thence
N. 71° 26' 17" W.	1078.59'	to a Stone Found, thence
N. 04° 35' 08" E.	1262.82'	to a point, thence
N. 12° 54' 23" E.	320.92'	to a point, thence
S. 77° 28' 01" E.	2320.98'	to the Point of Beginning.

The area of land contained by the foregoing amounts to 3,441,740 Square Feet or 79.011 acres more or less.

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT made this 8th day of August, 2013 by and between the Burgess and Commissioners of Middletown (hereinafter referred to as "the Town") and the Board of County Commissioners of Frederick County, Maryland (hereinafter referred to as "the County").

**WHEREAS**, the County is the owner of a parcel of land more fully described on the metes and bounds description attached hereto and incorporated by reference herein as "Exhibit A" (hereinafter "the Property") which adjoins the corporate boundaries of the Town of Middletown, Maryland; and

**WHEREAS**, the Property is used primarily as a recreational park and is commonly referred to as "the Middletown Community Park"; and

**WHEREAS**, the Town desires to include the Property within the corporate limits of the Town of Middletown upon certain conditions; and

**WHEREAS**, the County is willing to have the Property annexed into and made a part of the Town of Middletown provided that certain conditions are agreed to relative to the annexation of the Property into the Town of Middletown; and

**WHEREAS**, the parties have reached an agreement concerning the terms and conditions of the annexation and they enter into this Annexation Agreement with the intent to be bound accordingly.

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

1. This Annexation Agreement is expressly contingent on the enactment of a Resolution (hereinafter "the Annexation Resolution") by the Town annexing the Property into the Town of Middletown and upon the Annexation Resolution becoming effective either after the passage of the statutorily-required time period or, if the Annexation Resolution is petitioned to Referendum, then upon approval of the Annexation Resolution after the Referendum. The Annexation Resolution shall specifically incorporate this Annexation Agreement into the Annexation Resolution. In the event that the Annexation Resolution is not enacted or, if enacted, fails to become final and effective, then this Annexation Agreement shall be deemed void *ab initio*, and shall be of no force and effect as if it had never been executed.
2. The execution of this Annexation Agreement neither implies nor guarantees either legislative or voter approval or passage of the Annexation Resolution. This Annexation Agreement shall not be deemed to inhibit or affect the ability of the Town or its officials from properly performing their legislative functions, including but not limited to the rejection of and decision to deny approval of the Annexation Resolution.
3. The Property to be bound by this Annexation Agreement is that property which is described in the attached "Exhibit A". The Property shall be classified and zoned within the "Open Space" zoning district pursuant to Middletown Municipal Code, Chapter 17.28.
4. Future improvements proposed for the Property by the County pursuant to the County's adopted Park Master Plan (adopted in 1983/Revised in 1995 and 2009) shall be exempt

from the Town's planning review and approval process. Any future development of the Property and the Middletown Community Park situated thereon shall be consistent with the County's adopted Park Master Plan *as amended*; provided, however, that the Town will be consulted and will have the opportunity to provide material input as to any proposed use of the property which deviates substantially from the Park Master Plan then in effect.. The County has previously approved a skating facility for the Property which facility is not currently depicted on the Park Master Plan, and the County shall determine the precise location and parameters of this facility at a later date.

5. The Property shall be exempt from all municipal *ad valorem* real estate taxes.

6. The Property and the Middletown Community Park facilities situated thereon shall continue to be owned by the County and maintained by the applicable County division or agency, currently the Frederick County Division of Parks and Recreation. Maintenance shall conform to the appropriate County policies, standards, rules and regulations. The County and the Frederick County Division of Parks and Recreation shall be responsible for the operation of the Middletown Community Park facilities, including but not limited to security, the rental of the shelter(s) and ball field(s), and park programming. The County shall indemnify and hold Town harmless for any personal injury and/or property damage caused by, arising from or related to the duties and obligations to be undertaken by the County under this paragraph.

7. The Town shall be responsible for the costs of the Annexation of the Property, including but not limited to the costs of obtaining a survey of the Property, advertising and notice publication expenses, and recording costs.

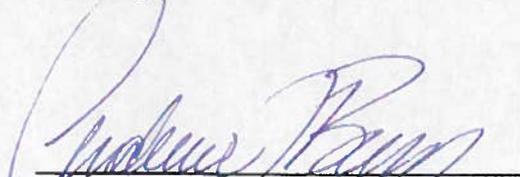
8. This Annexation Agreement shall be incorporated into the Annexation Resolution, and the Annexation Resolution and this Agreement shall be recorded among the Land Records of Frederick County, Maryland.

9. This Agreement constitutes the entire understanding and agreement among and between the parties and supersedes all prior discussions, understandings, agreements and negotiations between the parties. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

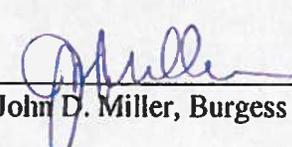
10. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. This Agreement may be executed in as many counterparts as may be required, and each such counterpart shall be deemed to be an original.

WITNESS the hands and seals of the parties hereto by their respective duly authorized representatives.

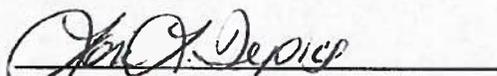
ATTEST:

  
\_\_\_\_\_  
Andrew J. Bowen, Town Administrator

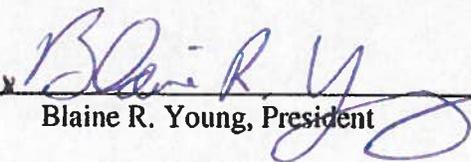
**BURGESS AND COMMISSIONERS  
OF MIDDLETOWN**

By:  [SEAL]  
John D. Miller, Burgess

ATTEST:

  
\_\_\_\_\_  
Lori L. Depies, County Manager

**BOARD OF COUNTY COMMISSIONERS  
OF FREDERICK COUNTY, MARYLAND**

By:  [SEAL]  
Blaine R. Young, President

MJC 7/13/15

# Exhibit A



## Harris, Smariga & Associates, Inc.

Planners/Engineers/Surveyors  
125 S. Carroll Street, Suite 100/Frederick, MD 21701  
301-662-4488/FAX 301-662-4906

March 20, 2013  
HSA Job No. 2382  
Page 1 of 1

### Description of *Farm Lot No. 1*

Beginning at a point in Coblenz Road which is the Northeast corner of Farm Lot No. 1 as shown on a plat of subdivision entitled "Boundary Survey Farmland, Farm Lot No. 1, Gaver Farm Lot", as recorded among the Land Records of Frederick County, Maryland in Plat Book 23 at Page 170. Thence running with and in said roadway the following two (2) courses and distances,

S. 09° 18' 00" W.	195.00'	to a point, thence
S. 22° 39' 06" W.	1262.25'	to a point, thence leaving said roadway and continuing with said Farm Lot No. 1 outline the following five (5) courses and distances
S. 86° 33' 43" W.	899.81'	to a point, thence
N. 71° 26' 17" W.	1078.59'	to a Stone Found, thence
N. 04° 35' 08" E.	1262.82'	to a point, thence
N. 12° 54' 23" E.	320.92'	to a point, thence
S. 77° 28' 01" E.	2320.98'	to the Point of Beginning.

The area of land contained by the foregoing amounts to 3,441,740 Square Feet or 79.011 acres more or less.



## MIDDLETOWN ANNEXATION

### Annexation Plan

- Petitioner: Town of Middletown
- Request: Annexation of 79 acres of park land to be zoned OS.
- Location: West side of Coblentz Road, and east of Middletown High School.
- Land Use & Zoning: The subject property is a developed community park owned and maintained by Frederick County. The property is currently zoned OS-Open Space under the Frederick County jurisdiction. County A-Agricultural zoning adjoins this property to the north. Middletown R-20 Residential zoning are to the east and the south and Middletown OS – Open Space is to the west for the school complex.
- Land use adjoining the subject property is a combination of agricultural, residential, and institutional. A large agricultural tract remains to the north. Single-family homes adjoin the property to the east and south, and the remainder of the property adjoins institutional property owned by the Frederick County Board of Education.
- The Annexation Agreement under item #3 requests the zoning upon annexation to remain OS Open Space. This request is consistent with the *Frederick County's Future – A Comprehensive Plan for Frederick County, Maryland* (Adopted April 2010) classification as outlined on the 2010 Adopted Countywide Middletown/Fountaindale Land Use Plan which indicates Open Space land use where the OS zoning is proposed.**
- Comprehensive Plan: The *Frederick County's Future – A Comprehensive Plan for Frederick County, Maryland* (Frederick County Comprehensive Plan) designates this property as Public Parks/Open Space. The *Middletown Comprehensive Plan*, adopted March 2010, designates the property as Public Parks/Open Space as well. *Middletown Comprehensive Plan* maps show a stream running north to south through the property, and the transportation maps show county roadway running west to east thru the property. The proposed annexation is within the projected annexation limits established by the adopted Frederick County Comprehensive Plan and the Middletown Comprehensive Plan.

Streets & Roads: The subject property totals approximately 1,450 ft. of frontage on Coblenz Road, which is a 22ft. wide bituminous concrete County road with no curb and gutter. The Middletown Comprehensive Plan designates Coblenz Road as a county road. Improvements to this property with access to this road would require approval from appropriate agencies. There is currently access to this parcel via a county roadway running east to west through the property from Coblenz Road to the Middletown High School parking lot. The Middletown Comprehensive Plan shows a designated minor arterial road running east/west to the north of the property.

**Community Facilities**

Schools: The subject property is located in the Middletown Primary, Middletown Elementary, Middletown Middle and Middletown High School districts. The projected enrollment of each school for September 2013 is 88%, 76%, 86%, and 98% respectively.

**The current/proposed zoning of OS Open Space would not bring any new housing into the Town.**

Water/Sewer: The subject property is already served by Middletown water and sewer systems. According to the Water & Sewer Plan map in the current Middletown Comprehensive Plan, the property is classified as a W-1 and S-1 denoting that the property is connected to the town systems. The Frederick County Water and Sewerage Plan dated November 17, 2011 show the property classified as S-1, W-1 as well, indicating existing connections to the town's system.

Fire Service: This property would continue to be served by the Middletown Fire and Ambulance service located less than 1 mile southwest of the site.

Police Service: Police service would continue to be provided by the Frederick County Sheriff's Department. Due to continued growth, the Town now has three deputies as well as additional resource deputies at Middletown's High School and Middle School.

Solid Waste Disposal: The Town of Middletown contracts with a private hauler for trash service for residential and some smaller commercial customers. Larger commercial customers contract independently with a private hauler.

**The Annexation Agreement under item #6 states that the property and the facilities at the County Park shall continue to be owned by the County and maintained by the applicable County division or agency which would include solid waste disposal.**

Electric: Allegheny Power currently provides service to the area.

Parks: The subject property is the County Park which serves the Middletown Valley. Additional park facilities are further south and west in Town.

Staff Comments: As stated in connection with other annexations, the staff is of the opinion that any future development in and around existing municipalities should first be considered for annexation. This is stated County and State policy. This proposal is within a logical area for annexation into the Town limits. In addition, this property already has public water and sewer from Middletown.

Recommendations:

1. Staff would support that the proposed use and zoning designation for the annexation request does meet State Smart Growth guidelines in that there will be no increase in density due to the property being a park facility and zoned Open Space, and would not jeopardize future State funding for infrastructure improvements.
2. Staff would also note that the County Park is within the Middletown Growth Area and thus the annexation of the Park is logical.
3. As noted in the Annexation Agreement (#4), future improvements for the Park by the County pursuant to the County's adopted Park Master Plan shall be exempt from the Town's planning review and approval process. Any future development of the Property shall be consistent with the County's adopted Park Master Plan provided however that the Town will be consulted and will have the opportunity to provide material input as to any proposed use of the property which deviates substantially from the Park Master Plan then in effect.
4. Also as noted in the Annexation Agreement (#6), the Property and facilities shall continue to be owned by the County and maintained by the applicable County division or agency, which currently is the Frederick County Division of Parks and Recreation.

## **Memorandum**

To: Middletown Burgess and Commissioners

From: Cindy Unangst, Staff Planner and the Middletown Planning Commission

Date: September 17, 2013

**RE: MIDDLETOWN COUNTY PARK- RECOMMENDATION**

---

After review of the proposed annexation of the 79-acre Middletown County Park, the Planning Commission recommended approval of the annexation at their meeting held on Monday, September 16, 2013. Staff notes below information that was included in the materials submitted to the Planning Commission:

**I. Findings of fact**

- A. Property DOES adjoin existing corporate boundary
- B. Property DOES NOT create an enclave of any unincorporated area
- C. Property DOES NOT exceed 1.5% of the present corporate area
- D. Request for zoning of OS IS consistent with the Frederick County Comprehensive Plan and the 2010 Middletown Comprehensive Plan

**II. Recommendation – Planning Commission voted to accept the proposed annexation.**



Maryland Department of Planning

Sustainable Attainable

October 10, 2013

Cynthia K. Unangst, AICP  
Middletown Municipal Center  
31 West Main Street  
Middletown, MD 21769

- BURGESS
- COMMISSIONERS
- ADMINISTRATOR
- PLANNING & ZONING

RECEIVED

OCT 10 2013

TOWN OF MIDDLETOWN, MD

Re: Middletown County Park Annexation

Dear Ms. Unangst:

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the Middletown County Park Annexation. We have reviewed your submission and offer the following comments.

As you are aware, Article 23A, as amended by House Bill 1141, specifies that the new municipal zoning proposed for annexed lands cannot be substantially different than the existing County zoning, without the express consent of the Board of County Commissioners. The property's current zoning of OP (Open Space) and the proposed Municipal Zoning (upon annexation) of OP (Open Space) are similar. Therefore, a waiver from the County Commissioners for the desired Municipal Zoning classification is not required.

This annexation is consistent with state planning policy. As part of the criteria the MDP uses in evaluating the consistency of an annexation with State and Local planning policies is whether or not a proposed annexation is consistent with the Local Comprehensive Plans. The Middletown County Park Annexation proposal is comprised of one parcel totaling 79 acres. The parcel is identified within the 2010 Middletown Comprehensive Plan as being within the town's Municipal Growth Area. The property is also located within a Certified Heritage Area.

Additionally, land annexed into the City does not automatically become a Priority Funding Area. However, the Finance and Procurement Article §5-7B-02 offers the opportunity for land annexed into Frederick to become a Priority Funding Area. We recommend that the City look at this annexation and all future annexations in the context of the Finance and Procurement Article §5-7B-02 to determine eligibility for State funding of growth related projects.

If you desire further assistance please contact me at (410) 767-4553, or our regional planner, David Cotton, at (301) 777-2161.

Martin O'Malley, Governor  
Anthony G. Brown, Lt. Governor

Richard Eberhart Hall, AICP, Secretary  
Matthew J. Power, Deputy Secretary



## **NOTICE OF PUBLIC HEARING TOWN OF MIDDLETOWN**

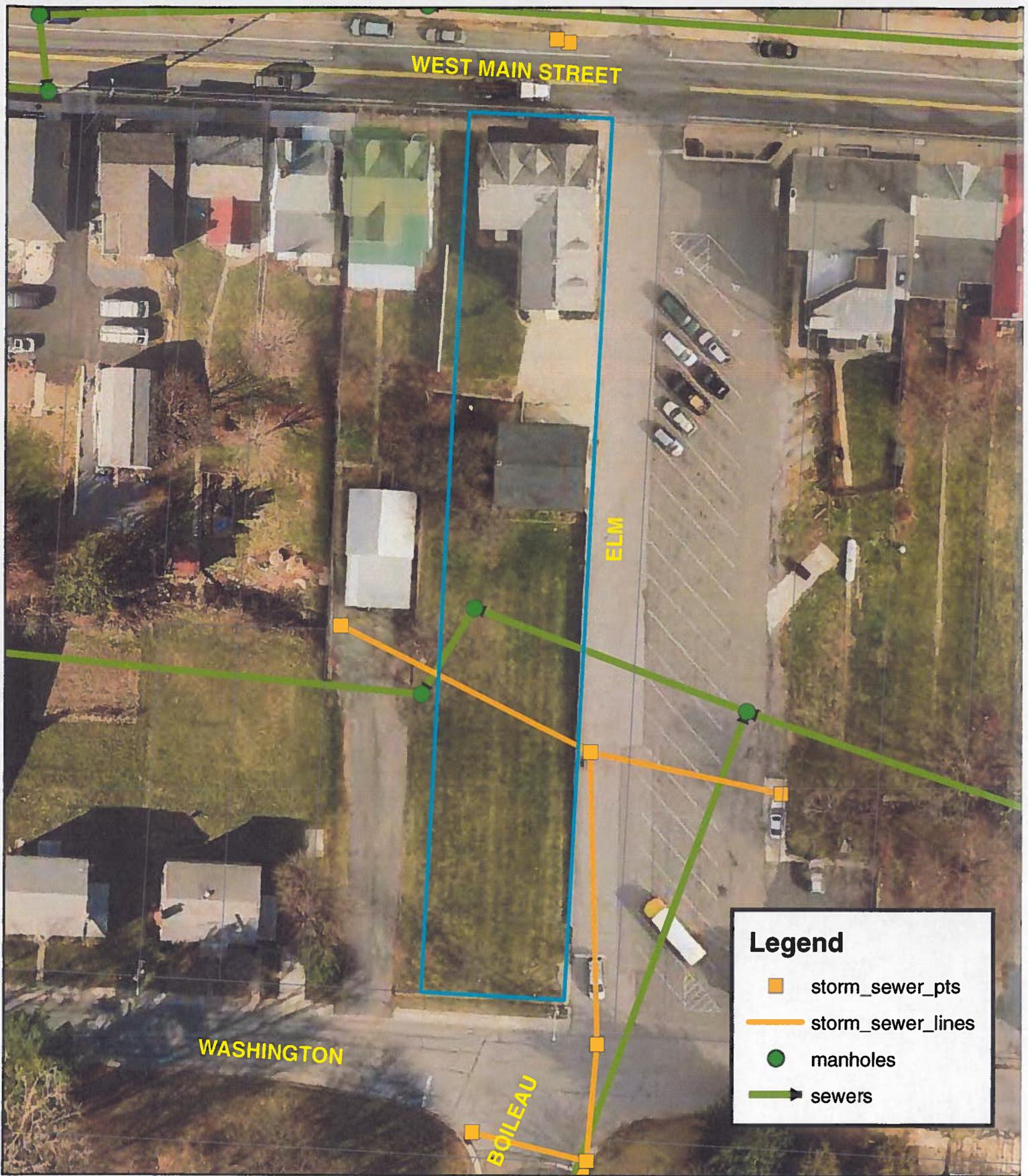
Notice is hereby given that the Burgess and Commissioners of Middletown will hold a Public Hearing on **Thursday, December 5, 2013 beginning at the hour of 7:00 P.M., at the Middletown Municipal Center, 31 West Main Street, Middletown, MD** on the annexation of one parcel of land (Middletown County Park) consisting of 79± acres, located on the west side of Coblenz Road and on the east side of Middletown High School.

The subject property is owned by the Board of County Commissioners of Frederick County. The parcel to be annexed, shown on the 2010 Adopted Countywide Middletown/Fountaindale Land Use Map, is zoned Open Space. The proposed Middletown zoning classification, following annexation, would remain as OS Open Space. The existing site is a developed regional county park.

Further information on the proposed annexation is available at the Middletown Municipal Center for any citizens wishing to receive a copy for review.

All citizens wishing to be heard will be recognized at this hearing. Any person desiring a stenographic transcript shall be responsible for supplying a competent stenographer.

Individuals requiring special accommodations are requested to contact Andrew Bowen, Town of Middletown, at (301) 371-6171, at least 48 hours prior to the Public Hearing.



# CMHL Property

## Town of Middletown - Frederick County



NO TAX PAYMENT REQUIRED

Treasurer of  
Frederick County, Maryland  
PER [Signature]  
DATE 6/19/06 50

LEASE

THIS LEASE, made this 19<sup>TH</sup> day of MAY, 2006, by and between **Central Maryland Heritage League, Inc.**, hereinafter called "Landlord" and **Burgess and Commissioners of Middletown**, a Maryland municipal corporation, hereinafter called "Tenant".

**WITNESSETH:** That for an in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the amount and sufficiency of which is acknowledged by the parties, the Tenant and the Landlord, for themselves their successors and assigns, hereby agree as follows:

1. Landlord leases unto Tenant, and Tenant leases from Landlord, the southern [approximately one-half (1/2)] portion of the property located at 200 West Main Street, Middletown, Maryland, which portion is designated and highlighted in yellow on the attached Exhibit "A" prepared by ARRO Consulting, Inc. entitled "Town of Middletown, Md. - Elm Street Parking Plan - Concept Option One-A" (the leased portion of the property shall hereinafter be referred to as "the Premises"). Tenant may have a title search performed to determine whether there are any restrictions or other defects which effect Tenant's intended use of the Premises. In the event that the title search reveals such defects, then the Landlord shall have 30 days from being notified thereof in which to cure such defects. Alternatively, Landlord may elect not to cure such defects, in which event the Town shall have the option, but not the obligation, of accepting this Lease with such defects. If the Town elects not to accept this Lease with the uncured defects, then this Lease shall become null and void, and neither party shall thereafter have any further rights or obligations hereunder.

THE FUTURE \$ 0.00  
RECORDING FEE 0.00  
IN THE STATE 0.00  
Obligations 0.00  
Res#FR02 Rcf#3999999  
SKD KLH BIK#3091  
Jun 20, 2006 10:13 am

2. The term of this Lease shall commence on the date of this Lease above written and shall expire on the date of the ninety-ninth (99<sup>th</sup>) annual anniversary of this Lease. This Lease may be recorded among the Land Records of Frederick County, Maryland at the expense of the party so recording the Lease.

3. Tenant shall to pay to Landlord, as rent, the sum of Ninety-nine Dollars and no cents (\$99.00) payable in annual installments of One Dollar (\$1.00) per year. The first payment shall be due upon the signing of this Lease, and each annual installment thereafter shall be due and payable on the annual anniversary date of this Lease. The Town shall pay a *pro rata* portion of the real estate taxes on the property, which *pro rata* portion shall be in the same percentage that the square footage area of the Premises relates to the total square footage area for the entire property of which the Premises are a portion. Tenant shall be entitled to challenge or appeal the tax assessment applicable to the property, and in

the event that the Town challenges or appeals the tax assessment, Landlord agrees to cooperate and participate, if necessary, in such challenge or appeal; however, Town shall be solely responsible for any expenses or fees applicable to such challenge or appeal which it initiates.

4. Tenant shall use the premises to design, construct, improve, repair, maintain and use a parking lot for the purpose of the temporary parking of motor vehicles and purposes related thereto. Tenant shall be solely responsible for designing and constructing the parking lot. Once the parking lot is constructed on the Premises, Tenant shall be responsible for general maintenance of the Premises, including snow removal and re-paving as necessary. Tenant shall keep the grass, shrubbery, trees, planting and other landscaping cut, trimmed and maintained in a good, clean and safe condition and so as to present an attractive appearance. Tenant shall promptly remove ice and snow from all walks and steps. In the event that Tenant fails to properly maintain the Premises as required, and if after ten days written notice from the Landlord to Tenant of the need for maintenance, the maintenance is not performed, then Landlord shall have the right to complete the necessary maintenance and charge the Tenant for the expenses. The Landlord may consider the failure of the Tenant to maintain the premises in accordance with Tenant's responsibilities as a breach of this Lease and may elect to terminate this Lease.

5. At such time as the parking lot is completed and lines are painted to designate individual parking spaces, Landlord shall be entitled to have six parking spaces designated as reserved for the sole use of the Landlord, and at that time, upon Landlord's request, Tenant shall provide "Reserved Parking" signs to Landlord at Tenant's expenses,

6. Tenant shall use and occupy the Premises for use only as a parking lot for the temporary parking of motor vehicles and purposes related thereto. Tenant shall not make or permit any unlawful, improper or dangerous use of the Premises or do anything which tends to create or maintain a nuisance or any condition which in anyway annoys or interferes with the rights of other nearby property owners, residents or occupants.

7. Any alterations, additions or improvements made by Tenant shall become and remain the property of Landlord at the termination of the Lease term; however, Landlord may require Tenant to remove any such alterations, additions or improvements and to restore the Premises to the same condition as they were at the commencement date of the Lease term, normal wear and tear excepted. Prior to making such alterations, additions or improvements, Tenant shall provide Landlord with the designs, plans or drawings of them.

8. Tenant hereby waives all claims against Landlord for injury or damage to persons or property in, on or about the Premises from any cause, arising at any time.

Tenant shall indemnify and save Landlord harmless from any and all liability or claims for any loss, injury or damage to persons or property occurring anywhere on or about the Premises or arising from the use or occupancy by the Tenant of the Premises. After the Tenant has completed construction of its improvements, Tenant shall indemnify and save Landlord harmless from any and all liability or claims for any loss, injury or damage to persons or property arising from the presence of hazardous materials present on the Premises. Landlord shall not be liable for any loss of or damage to property by theft or burglary from the Premises, or any loss or damage to property of Tenant caused by vermin or by rain, storm water or stream that may leak into or flow from any part of the Premises or from any source. Landlord shall be named as an insured on any liability policy obtained by the Tenant covering the Premises, and at the request of Landlord, Tenant shall provide Landlord with a Certificate of Insurance or other appropriate documentation evidencing such insurance coverage.

9. In the event Tenant remains in the premises after the expiration of the term of this Lease without having executed a new written Lease, such holding over shall not constitute a renewal or extension of this Lease but shall constitute a holding over and a tenancy from month to month subject to all terms and conditions of this Lease insofar as these terms are applicable to a month to month tenancy.

10. The delinquency by the Tenant in the performance or compliance with any of the conditions contained herein for a period of ten (10) days after written notice thereof by the Landlord shall constitute a default. Upon the occurrence of any event of default, Landlord may at any time thereafter give written notice to the Tenant specifying such event of default and stating that this Lease shall terminate on the date specified in such notice, which date shall be at least ten (10) days from the date of this notice. All rights and remedies of Landlord shall be cumulative and the exercise of one remedy by Landlord shall not waive the right to exercise any other. Failure of Landlord to insist upon strict performance of any provision herein at any time shall not act as a waiver of Landlord's future right to enforce any provision of this lease.

11. Tenant shall not assign this Lease or sublet the Premises in whole or in part without the prior written permission of Landlord, which permission may be denied at the sole discretion of the Landlord.

12. Notices and communications to Tenant or Landlord shall be sufficient if served as follows:

If to Tenant: By personal delivery to Tenant's named agent, or

By mail to:  
Town of Middletown  
31 West Main Street  
Middletown, Maryland 21769  
Attention: Town Administrator

If to Landlord: By personal delivery to Landlord's named agent, or  
By mail to:  
200 West Main Street  
Middletown, Maryland 21769

Either party may designate a new address to the other by written notice. Such notices and communications shall be deemed to be served upon the date of mailing.

13. All of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

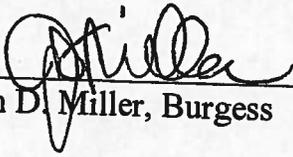
14. This Lease constitutes the entire contract between the Landlord and the Tenant, and there are no promises, warranties, agreements or representations between the parties which have not been set forth in writing herein.

15. Time if of the essence in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective authorized representatives.

**TENANT:**

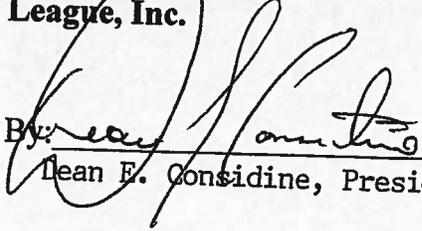
**Burgess and Commissioners  
of Middletown**

By:   
John D. Miller, Burgess

Date: May 15, 2006

**LANDLORD:**

**Central Maryland Heritage  
League, Inc.**

By:   
Jean E. Considine, President

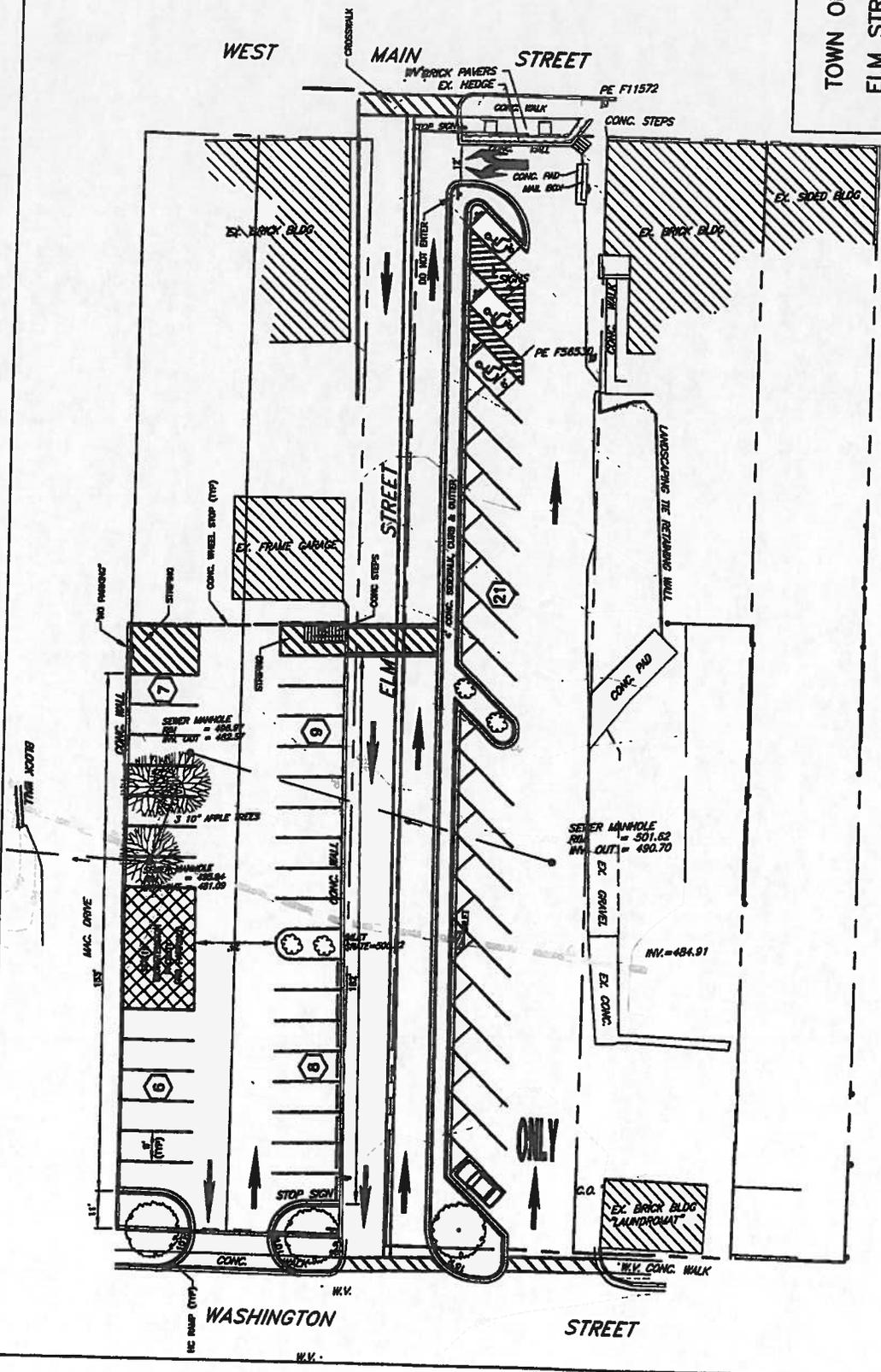
Date: 19 May 2006

# Exhibit "A"

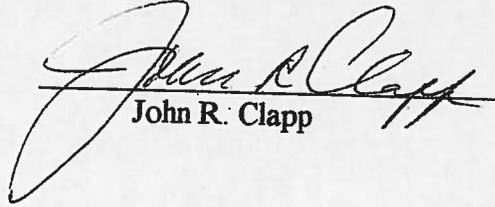
TOWN OF MIDDLETOWN, MD  
 ELM STREET PARKING PLAN  
 CONCEPT OPTION ONE-A

**ARRC**  
 ARRC Consulting, Inc.  
 1101 ORCH COURT, 3RD FLOOR  
 HAGERSTOWN, MARYLAND 21740  
 Tel. 301.791.1100

SCALE: 1" = 30'  
 DATE: 3-10-2004  
 DWG. NO.: C-1A



I, the undersigned, hereby certify that I am an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland, and that the within instrument was prepared under my supervision.

  
John R. Clapp

After recording, please return to:

John R. Clapp  
Clapp & Carper, LLC  
1 West Church Street, Second Floor  
Frederick, Maryland 21701