



**WORKSHOP AGENDA FOR THE  
BURGESS & COMMISSIONERS AND  
PLANNING COMMISSION**

**October 6, 2025  
6:30 p.m.**

1. Planning issues update
  - a. Middletown Valley Food Bank
  - b. Co-located School
  - c. Updating the Subdivision and Land Development Regulations
2. 13 Linden Boulevard (variance request)  
Plans to be presented at the meeting

**Town of Middletown Planning & Zoning Department**

To: Burgess & Commissioners and Middletown Planning Commission

From: JJ Hartner, Staff Planner/Zoning Administrator

Date: 10/2/2025

RE: Monthly Planning Update – October

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**Major Subdivisions:**

**Foxfield - Section 6**

**Coblentz Road**

Ready for signature approval.

**Site Plans, Plats and Minor Subdivisions:**

**Middletown Middle & Elementary School replacement**

**E. Green Street/Martha Mason Dr.**

The Improvement Plan has conditionally approved by the Planning Commission with the following conditions:

1. Execute Traffic MOU with Town and submit Improvement Plans to Planning Commission for approval for all public right-of-way changes.
2. Provide copy of recorded Landscape MOU to Town and maintain area as per agreement.
3. Provide corrected landscape drawings for Site Plan record set at Town.
4. Modify Landscape Signage ‘General Note #2’ to account for Zoning Administrator approval as well.
5. On the Cover Sheet, change ‘has entered’ into ‘will enter’ in the box related to the Traffic MOU.

Next steps – Waiting on legal review of forest conservation agreement, Landscape Easement, and MOU for road construction that are currently being reviewed by our attorney. Once all required documents are approved, plans will be signed and/or accepted by the Planning Commission Chair.

**Middletown Valley Food Bank**  
**101 W. Green Street**

The Improvement Plan was conditionally approved by the Planning Commission with the following conditions:

1. Add a note to the drawings to reference the setback variance granted by the Board of Appeals.
2. Update parking exhibit on drawings to identify all required parking spots.
3. Add sign at entrance to note overflow parking is at Church.
4. Add note on drawings to identify ‘fee in lieu’ to meet Forest Conservation requirements.
5. Address any outstanding comments from Town Engineer.
6. Address any outstanding comments from Town Staff.

Next steps – Engineer must submit a revised Improvement Plan that addresses deficiencies in their mylar plan submittal. Once plans addressing comments are approved, they will be signed by the Planning Commission Chair.

**Zoning Certificates Issued:**

September 2025 Zoning Certificates	Type	Address	Permit #	M-town Received	Zoning Admin. Approval	County Approval
Sharon Drake	Single-Family	<a href="#">20 East Green Street</a>		8/12/2025	9/4/2025	Yes
Kelly Bennett	Solar Panels	<a href="#">121 Prospect Street</a>		9/3/2025	9/4/2025	Yes
Randall & Suzanne Rieman	Storage Containers & Dumpsters	<a href="#">2 Young Branch Drive</a>		9/4/2025	9/4/2025	Yes
Greg Wigle	Other	<a href="#">100-104 West Main Street</a>		9/4/2025	9/4/2025	Yes
Burgess & Commissioners	Propane Tanks	<a href="#">650 West Main Street</a>		9/4/2025	9/4/2025	Yes
Kristi L. Wilson	Fences	<a href="#">102 Linden Boulevard</a>		9/8/2025	9/11/2025	Yes
Kristian E. Gamble	Pools & Hot Tubs	<a href="#">117 E. Main Street</a>		8/13/2025	9/11/2025	Yes
Theresa H. Stone	Fences	<a href="#">306 Cone Branch Drive</a>		9/5/2025	9/11/2025	Yes
Annette Emery	Solar Panels	<a href="#">11 Ivy Hill Drive</a>		9/10/2025	9/11/2025	Yes
Bob Countryman	Interior Improvements	<a href="#">107 Broad Street</a>		9/9/2025	9/18/2025	Yes
Mindy Stone	Other	<a href="#">4 Caroline Drive</a>		9/15/2025	9/18/2025	Yes
Donna Ridgeway	Other	<a href="#">408 West Green Street</a>		9/15/2025	9/18/2025	Yes
Elsie C. Warnack	Interior Improvements	<a href="#">102 Locust Court</a>		9/16/2025	9/18/2025	Yes
Chris Folland	Interior Improvements	<a href="#">111 Manda Drive</a>		9/17/2025	9/18/2025	Yes
Gerard Dailey	Accessory Structure	<a href="#">109 Mina Drive</a>		9/24/2025	9/30/2025	Yes
Middletown Associates Limited Partnership	Other	<a href="#">815 E. Main Street</a>		9/26/2025	9/30/2025	Yes
Gary Madonna	Accessory Structure	<a href="#">16 Eastern Circle</a>		9/29/2025	9/30/2025	Yes
Tracey Nadonley	Fences	<a href="#">6 Lamar Lane</a>		9/29/2025	9/30/2025	Yes
Haley Alsaftar	Interior Improvements	<a href="#">11 Wash House Circle</a>		9/30/2025	9/30/2025	Yes
Anthony Knox	Solar Panels	<a href="#">22 Wash House Circle</a>		9/30/2025	9/30/2025	Yes
Kimberly Duckett	Interior Improvements	<a href="#">24 Young Branch Drive</a>		9/30/2025	9/30/2025	Yes

**Text Amendments:** Still working on updating the Subdivision and Land Development Regulations and the Zoning Regulations. Currently working on new regulations required for Accessory Dwelling Units. The plan is to have the ADU Task Force meet beginning in October to discuss changes.

**Reports:** N/A

**Grants:** N/A

**Meetings:** Next Middletown Green Team Meeting October 21, 2025, at 4pm Next Planning Commission Workshop - October 8, at 7pm

**Outstanding comments for the Middletown Valley Food Bank project:**

- **Please submit signed and recorded copies of all easement documents. These documents must be recorded and submitted to the town prior to signature approval of these plans.**
- **General Note #12, Sheet C-1: You calculated 25 parking spaces are required but are only providing 13 per this note (2 handicap spaces at the food bank and 11 spaces across the street at the church). Please correct.**
- **Sheet C-1: The Stormwater BMP Modification Note was not signed prior to plan submission. Please get that note signed before your next submission.**
- **Sheet C-3: The inset showing the church parking lot and spaces reserved for the food bank is not consistent with the required numbered of spaces, nor is it consistent with General Note #12 on Sheet C-1. Please correct so that the 25 required parking spaces are shown and/or noted on Sheets C-1 and C-3. Also, please be sure that all notes, diagrams, and plan views match on all sheets.**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made, entered into and effective as of the \_\_\_\_\_ day of 2025, by and between the TOWN OF MIDDLETOWN, MARYLAND, a body corporate and politic of the State of Maryland (the "**Town**"), and the BOARD OF EDUCATION OF FREDERICK COUNTY, a body corporate and politic of the State of Maryland (hereinafter the "**BOE**").

WHEREAS, BOE is the record owner of certain real property located within the Town and commonly known and referred to as "300 E. Green Street" and "200 E. Green Street", which property the BOE obtained by a deed from John L. Routzahn and Lucie T. Routzahn dated January 19, 1949, and recorded among the Land Records for Frederick County, Maryland, in Liber 477, folio 292 and by a deed from Charles W. Coblentz, Margaret H. Coblentz, Charles W. Coblentz, Jr. and Ardell S. Coblentz dated December 20, 1967 and recorded among the aforesaid Land Records in Liber 777 at folio 321 (collectively the "**Property**"); and,

WHEREAS, BOE is in the process of redeveloping the Property with a new co-located middle school and elementary school (the "**Project**") and wishes to commence construction of the Project with a projected completion date of June 30, 2028; and,

WHEREAS, the Town Planning Commission conditionally approved a site plan of development for the Project on September 16, 2024; and,

WHEREAS, one of the conditions of site plan approval is that BOE perform a traffic study in accordance with the approved scope of work and enter into a Memorandum of Understanding (MOU) with the Town that identifies all required improvements to roadways and or intersections; and,

WHEREAS, on November 27, 2024, BOE submitted the Project's traffic impact study to the Town, which traffic impact study was revised on February 26, 2025 to address comments received by MDOT-SHA, and was further revised on May 23, 2025 to reflect the results of a traffic signal warrant analysis conducted by BOE (the "**TIS**"); and,

WHEREAS, the parties hereto desire to enter into this MOU to put to record their agreements as they relate to the design, construction and installation of all offsite roadway improvements required in connection with the Project.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Town and BOE do hereby agree as follows:

1. RECITALS. The recitals set forth above are hereby incorporated into and made a part of this MOU.

2. CONE BRANCH/MAIN STREET (RTE 40) INTERSECTION: The TIS recommended that BOE consider the installation of a new traffic signal at the Cone Branch Drive/Main Street intersection (hereinafter, the "**Cone Branch Traffic Signal**"). The parties acknowledge that BOE procured a traffic signal warrant analysis in order to determine if such a traffic signal was warranted, and that the parties have agreed, based upon that warrant analysis, that neither the Cone Branch Traffic Signal nor any other traffic improvements were needed at the Cone Branch Drive/Main Street intersection to mitigate traffic generated by the Project. Thus, the Town acknowledges and agrees that BOE has no further obligation with respect to the Cone Branch Traffic Signal.
  
3. GREEN STREET/SCHOOLHOUSE DRIVE INTERSECTION. The TIS identified two (2) potential mitigation options at the Schoolhouse Drive/Green Street intersection, one of which was the installation of a new All Way Stop to create a Four-Way Stop intersection with designated turn and thru lanes identified via signage and street markings all as shown and depicted on Exhibit A attached hereto and incorporated herein (the "**Schoolhouse Drive Improvements**"). The parties acknowledge that the BOE obtained a subsequent multi-way stop warrant study which indicated that the Schoolhouse Drive/Green Street intersection did not meet warrants for an all-way stop.

The parties have agreed that BOE shall not construct any improvements to the Schoolhouse Drive/Green Street intersection concurrently with the construction of the Project and the Schoolhouse Drive/Green Street intersection shall continue to operate in its current condition throughout the development and construction of the Project. The parties further agree that the Town shall monitor the adequacy of the Schoolhouse Drive/Green Street intersection until June 30, 2028, at which time the Town shall have the right, at its option, to direct BOE to design, construct, and install or enter into agreements to cause the design, construction and installation of the Schoolhouse Drive Improvements. The Town shall exercise the option described herein by sending BOE written notice that complies with the requirements of Section 6 of this MOU on or before June 30, 2028. If not exercised in accordance with the terms hereof, the Town's option shall expire and be of no further force or effect on and after July 1, 2028 and thereafter BOE shall have no liability or obligations whatsoever to design or construct any improvements to the Schoolhouse Drive/Green Street intersection.

4. MARTHA MASON/GREEN STREET INTERSECTION. The TIS recommended that Martha Mason Street be modified to function as a one-way northbound street from Main Street with no entry from Green Street. BOE agrees to design, construct, and install or enter into agreements to cause the design, construction and installation of the improvements shown and identified on Exhibit B, attached hereto and incorporated herein (the "**Martha Mason Street Improvements**"). The Martha Mason Street Improvements shall be substantially complete and operational concurrent with the opening of the co-located middle school and elementary school.

5. NO OTHER IMPROVEMENTS REQUIRED. The Town expressly agrees that upon completion of the Martha Mason Street Improvements and the Schoolhouse Drive Improvements (only if applicable) and the acceptance of the same by the Town and/or MDOT SHA, as applicable, BOE shall have fully satisfied its obligation to mitigate traffic impacts from the Project, as analyzed and described in the TIS, and BOE shall have no further obligations to design, construct or install any offsite traffic, roadway, intersection or signage improvement whatsoever under the TIS or the Town Code in connection with the Project.
  
6. MISCELLANEOUS
  - A. The parties agree to cooperate with each other to fulfill the intent of this MOU.
  
  - B. The Town agrees to cooperate with BOE, in good faith, in regards to the Schoolhouse Drive Improvements and the Martha Mason Street Improvements. If approvals or permits from other jurisdictions or outside agencies, including but not limited to MDOT-SHA, the Federal Emergency Management Agency, and/or the Maryland Department of the Environment, are required in order to obtain approval of the Schoolhouse Drive Improvements and/or the Martha Mason Street Improvements, the Town agrees to cooperate with BOE in order to obtain all such approvals, including attending meetings and promptly reviewing and approving documentation, if and as required. No provision hereof is intended to relieve BOE from compliance with all other governmental requirements, including permits and approvals that might be required from the Town for the Project.
  
  - C. Each party represents that the person executing this MOU on its behalf is duly authorized and empowered to bind the party they represent.
  
  - D. The term of this MOU shall begin on the date first written above and shall end on the earlier to occur of the date that BOE completes construction of the Martha Mason Street Improvements and, if applicable, the Schoolhouse Drive Improvements (completion being defined as MDOT-SHA's and/or the Town's inspection and acceptance of the same) or ii) March 1, 2035.
  
  - E. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
  
  - F. The Town acknowledges and agrees that BOE's projected completion date for the Project, of June 30, 2028, is a mere projection, and BOE shall have no liability whatsoever to the Town for failure to complete construction of the Project or the Martha Mason Street Improvements by June 30, 2028.
  
  - G. This MOU and the rights and responsibilities of the parties shall be determined in accordance with Maryland law. Exclusive venue for all disputes shall reside in Maryland state courts, initially in Frederick County, Maryland, and the parties hereby submit to the exclusive venue of such courts.

H. All notices, correspondences, invoices and other communications shall be addressed:

To the Town at:  
Town of Middletown, Maryland  
Middletown Municipal Center  
31 West Main Street  
Middletown, MD 21769  
Phone (301) 371-6171  
Attention:

To BOE at:  
Board of Education of Frederick County  
191 South East Street Frederick, Maryland 21701  
Telephone: (227) 203-3277  
Attention: Chief Operating Officer

IN WITNESS WHEREOF, the hereto have caused this MOU to be executed by their proper and duly authorized officers, effective the day and year first above written.

WITNESS:

**BOARD OF EDUCATION OF FREDERICK COUNTY, MARYLAND**, a body politic and corporate of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Paul A. Lebo  
Chief Operating Officer  
Frederick County Public Schools  
Authorized Signatory

WITNESS:

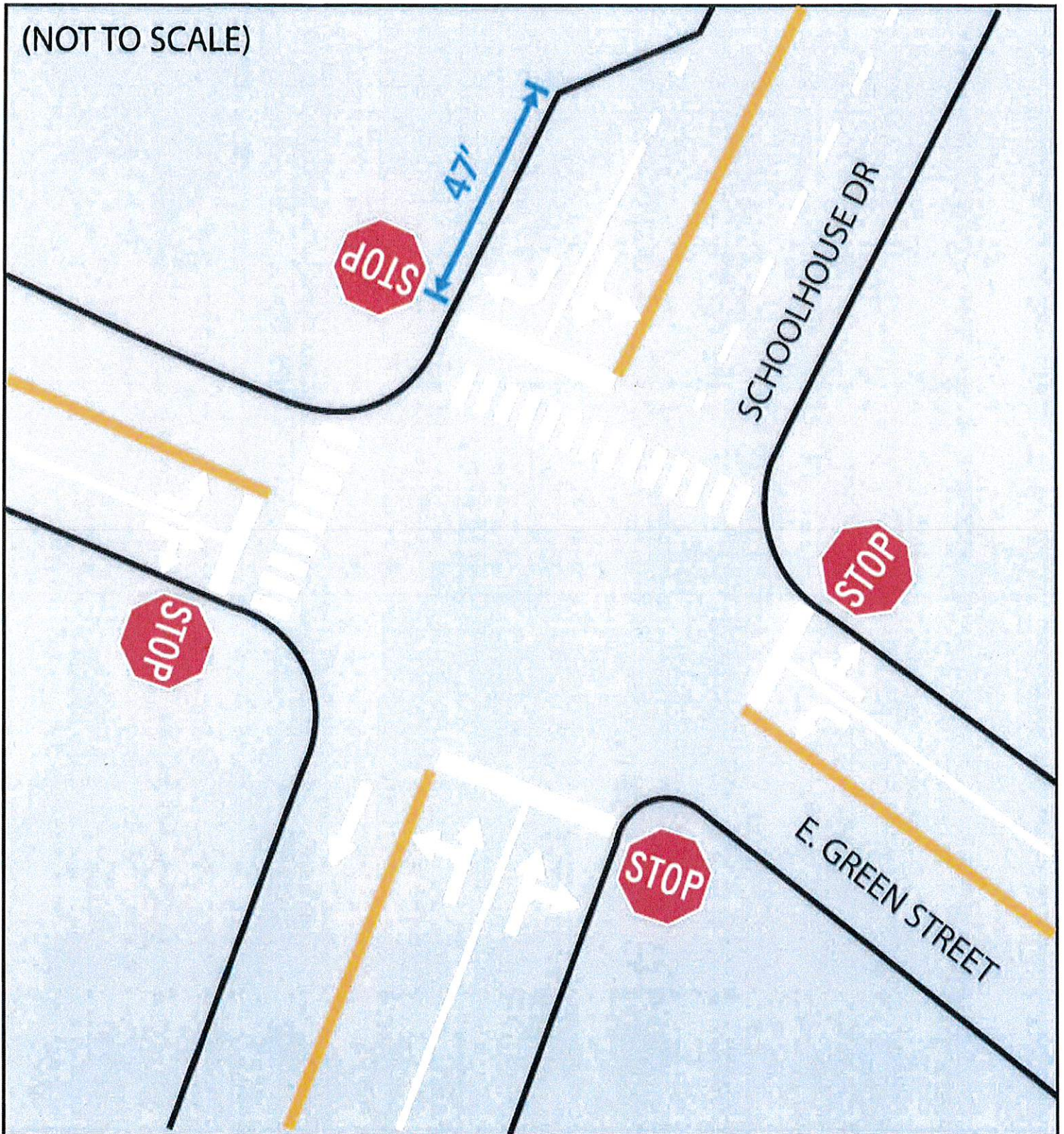
**TOWN OF MIDDLETOWN, MARYLAND**, a body corporate and politic of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

John D. Miller, Burgess

**EXHIBIT A**  
**Schoolhouse Drive Improvements**

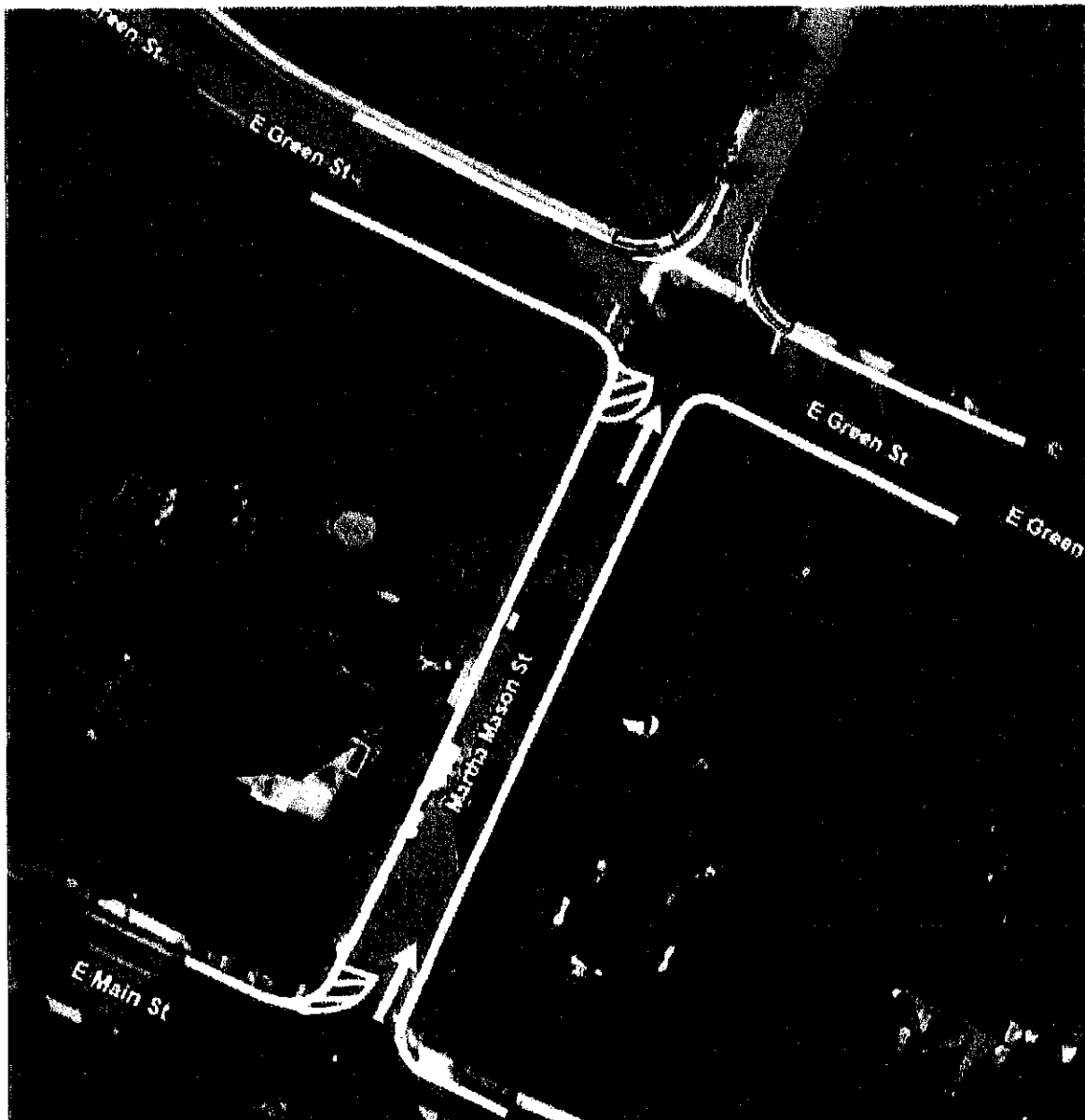


# Martha Mason

## EXHIBIT B

August 13, 2025

One-way northbound for all traffic  
(Town Preferred Option)





The Declarant, for itself, its successors and assigns, hereby covenants and agrees as follows:

1. The Declarant hereby establishes a non-exclusive, perpetual easement in, through, on, over, under, across and within the Easement Area for the purpose of establishing and maintaining, in perpetuity, a landscaped buffer between the Property and those parcels of land adjoining the Property along its eastern boundary line, which easement shall be binding on all parties having any right, title or interest in the portions of the Property identified on EXHIBIT A and EXHIBIT B, and shall inure to the benefit of the Town and its successors. The landscaping and plant materials used within the Easement Area to create the landscaped buffer shall be as shown and described on EXHIBIT C, attached hereto and made a part hereof (hereinafter, the "Landscape Improvements").

2. The Landscape Improvements shall be implemented by Declarant in accordance with the specifications of the Site Plan.

3. The Town, its agents or designees, may, upon twenty-four (24) hours' advance notice, enter upon the Property at any time from the commencement of development to make routine inspections of the Easement Area. Thereafter the Town, its agents or designees may enter upon the Easement Area to verify compliance with the terms and conditions of the Site Plan and this Declaration.

4. The Declarant shall monitor, maintain, and manage the required Landscape Improvements required by the Site Plan and this Declaration. This may include, but shall not be limited to:

- a. Watering; fertilizing; controlling competing vegetation; and protecting plants from disease, pests, and mechanical injury during the initial planting and any subsequent re-planting as necessary;
- b. Providing protection devices such as deer control fencing and interpretive signs as necessary to prevent the destruction or degradation of planting sites or areas of existing landscaping; and,
- c. Replacing dead plantings with landscaping and plant materials that comply with the Site Plan.

5. Neither the Declarant, nor the future owners of all or any part of the Property shall fill or elevate the grade within the Easement Area without the prior approval of the Town Planning Commission.

6. The Declarant reserves the right to make any and all uses of the Easement Area not inconsistent with the establishment and maintenance of a landscaped buffer area within the Easement Area. No provision of this Declaration of Easement shall be interpreted to prohibit the maintenance, repair, and replacement of a perimeter fence around the Property.

11/15/2011 10:00:00 AM 17441.P.0441.WOR\_VLSI\_1/200. Date available 10/10/2011. 11/15/2011















**Exhibit 'A****Description of a  
Conservation Easement  
Across the Lands of  
The Board of Education of Frederick County  
Deed Book 477, Page 292 and  
Deed Book 777, Page 321  
Town of Middletown  
3rd Election District  
Frederick County, Maryland**

August 14, 2024

**Being** three strips of land running in, through over, and across the lands conveyed from John L. Routzahn and Lucie T. Routzahn to the Frederick County Board of Education in a deed dated January 24, 1949 and recorded among the Land Records of Frederick County, Maryland in Deed Book 477 at Page 292; and also the lands conveyed from Charles W. Coblentz and Margaret H. Coblentz, his wife, and Charles W. Coblentz, Jr. and Ardell S. Coblentz, his wife to the Board of Education of Frederick County in a deed dated December 26, 1967 and recorded among said Land Records in Deed Book 777 at Page 321. Said strips of land being more particularly described as follows (as now surveyed in Maryland State Plane NAD83 datum):

**Part 1**

**Beginning** at an iron pipe found at the northeasterly end of the fifth or N 24 ½° E, 1345.0 foot line of said lands described in Deed Book 477 at page 292. Thence, binding along part of said line reversely,

1. S 26°12'57" W, 253.54 feet. Thence, leaving the outline of and crossing the lands described in Deed Book 477 at Page 292 the following seven (7) courses and distances:
2. N 63°47'03" W, 39.61 feet; thence,
3. N 18°15'59" W, 73.13 feet; thence,
4. N 24°29'53" W, 144.19 feet; thence,
5. N 00°46'19" W, 67.24 feet; thence,
6. S 69°24'37" E, 29.88 feet; thence,
7. N 61°54'31" E, 32.83 feet; thence,
8. S 70°09'14" E, 26.93 feet to a stone found at the northwesterly end of the N 71 ½° W, 159.2 foot line of the lands described in Deed Book 477 at Page 292. Thence, binding along said line reversely,
9. S 70°09'14" E, 158.28 feet to the point of beginning.

**Containing** 37,532 square feet or 0.8616 acres

**Part 2**

**Beginning** at a point bearing N 69°07'57" W, 78.29 feet from the northwesterly end of the fifth or N 00°46'19" W, 67.24 foot line of Part 1 described herein. Thence, crossing the lands described in Deed Book 477 at Page 292 the following eleven (11) courses and distances:

1. S 14°32'49" W, 52.33 feet; thence,
2. S 02°46'27" E, 44.68 feet; thence,
3. S 20°35'27" W, 38.86 feet; thence,

4. N 67°31'37" W, 41.87 feet; thence,
5. N 80°34'08" W, 38.23 feet; thence,
6. S 25°58'25" W, 75.39 feet; thence,
7. N 64°07'39" W, 125.19 feet; thence,
8. N 26°32'00" E, 146.02 feet; thence,
9. N 64°35'40" W, 219.92 feet; thence,
10. N 28°43'36" E, 44.15 feet; thence,
11. S 68°31'40" E, 385.68 feet; to the point of beginning.

**Containing** 45,568 square feet, or 1.0461 acres.

### Part 3


Beginning at a stone found at the southwesterly end of the first or N 88°38'34" E, 467.10 foot line of said lands described in Deed Book 777 at page 321. Thence, binding along part of said line,

1. S 89°43'21" E, 267.04 feet to a point at the northeasterly end of the third or N 14°30'33" E, 128.00 foot line of that parcel or tract of land described in a deed from the Board of Education of Frederick County to the Burgess and Commissioners of the Town of Middletown in a deed dated April 21, 1997 and recorded among the Land Records of Frederick County, Maryland in Deed Book 2301 at Page 45. Said parcel or tract also shown on a plat of subdivision titled "Outlot for Middletown Water Tank", recorded among said Land Records in Plat Book 60, Page 181. Thence, binding along said line, reversely,
2. S 14°30'48" W, 128.16 feet to an iron pipe found. Thence, leaving the outline of and crossing the lands described in Deed Book 777 at Page 321 the following three (3) courses and distances:
3. S 14°30'48" W, 72.70 feet; thence,
4. N 89°29'21" W, 291.74 feet; thence,
5. N 19°50'49" W, 202.54 feet to a point on the ninth or S 87°21'53" E, 444.00 foot line of said lands described in Deed Book 777, Page 321. Thence, binding along said line.
6. N 88°57'01" E, 143.81 feet to the point of beginning.

**Containing** 68,052 square feet, 1.5623 acres

All of which is more particularly shown on Exhibit 'B', attached hereto and made a part of hereof by this reference.

I hereby certify that this document was prepared by me or under my direct supervision in compliance with COMAR 09.13.06.12.

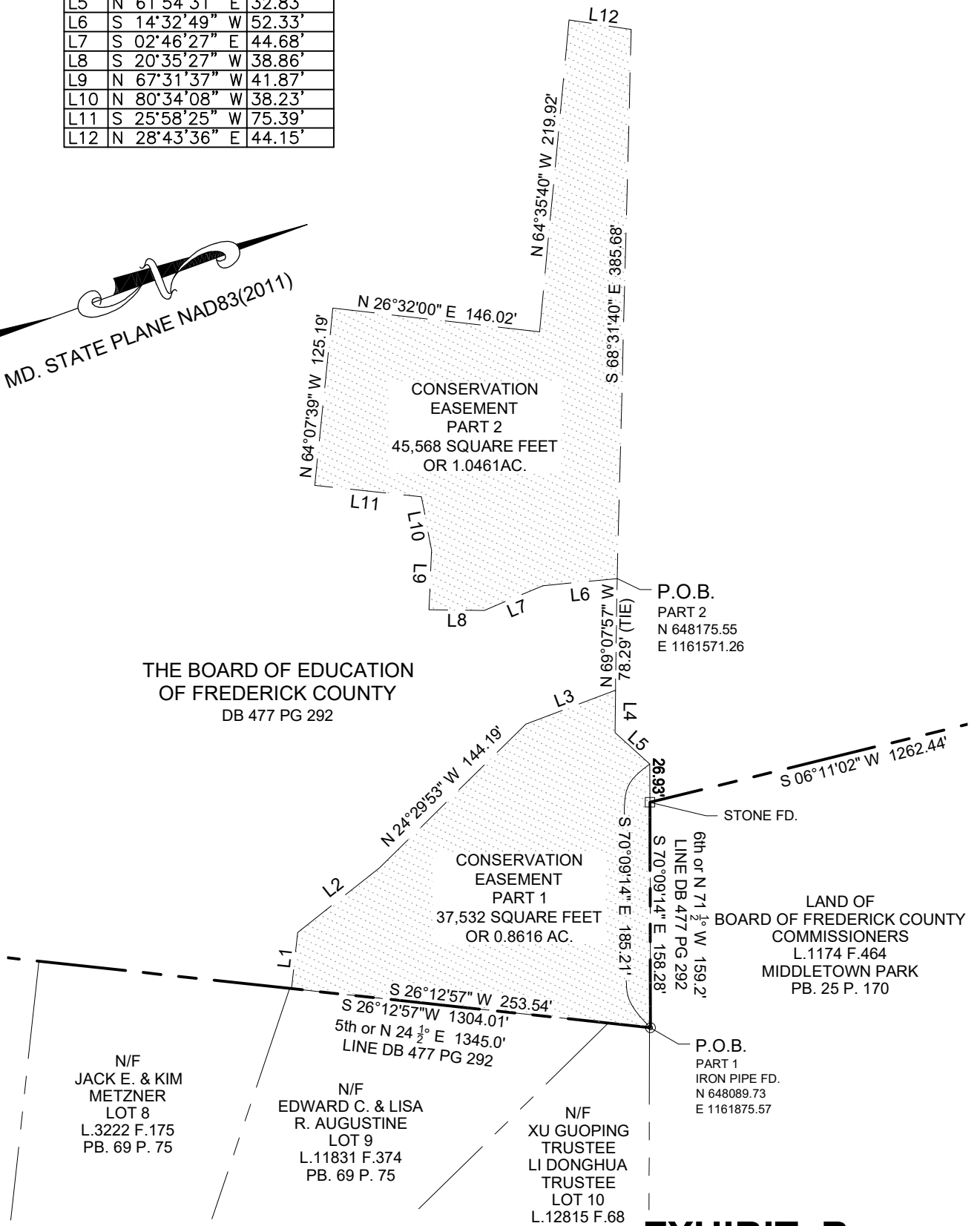
 08/14/25

Christopher S. Adams  
Professional Land Surveyor  
Maryland Registration No. 21569  
License Expires: June 29, 2026



LINE	BEARING	DISTANCE
L1	N 63°47'03" W	39.61'
L2	N 18°15'59" W	73.13'
L3	N 00°46'19" W	67.24'
L4	S 69°24'37" E	29.88'
L5	N 61°54'31" E	32.83'
L6	S 14°32'49" W	52.33'
L7	S 02°46'27" E	44.68'
L8	S 20°35'27" W	38.86'
L9	N 67°31'37" W	41.87'
L10	N 80°34'08" W	38.23'
L11	S 25°58'25" W	75.39'
L12	N 28°43'36" E	44.15'

MD. STATE PLANE NAD83(2011)



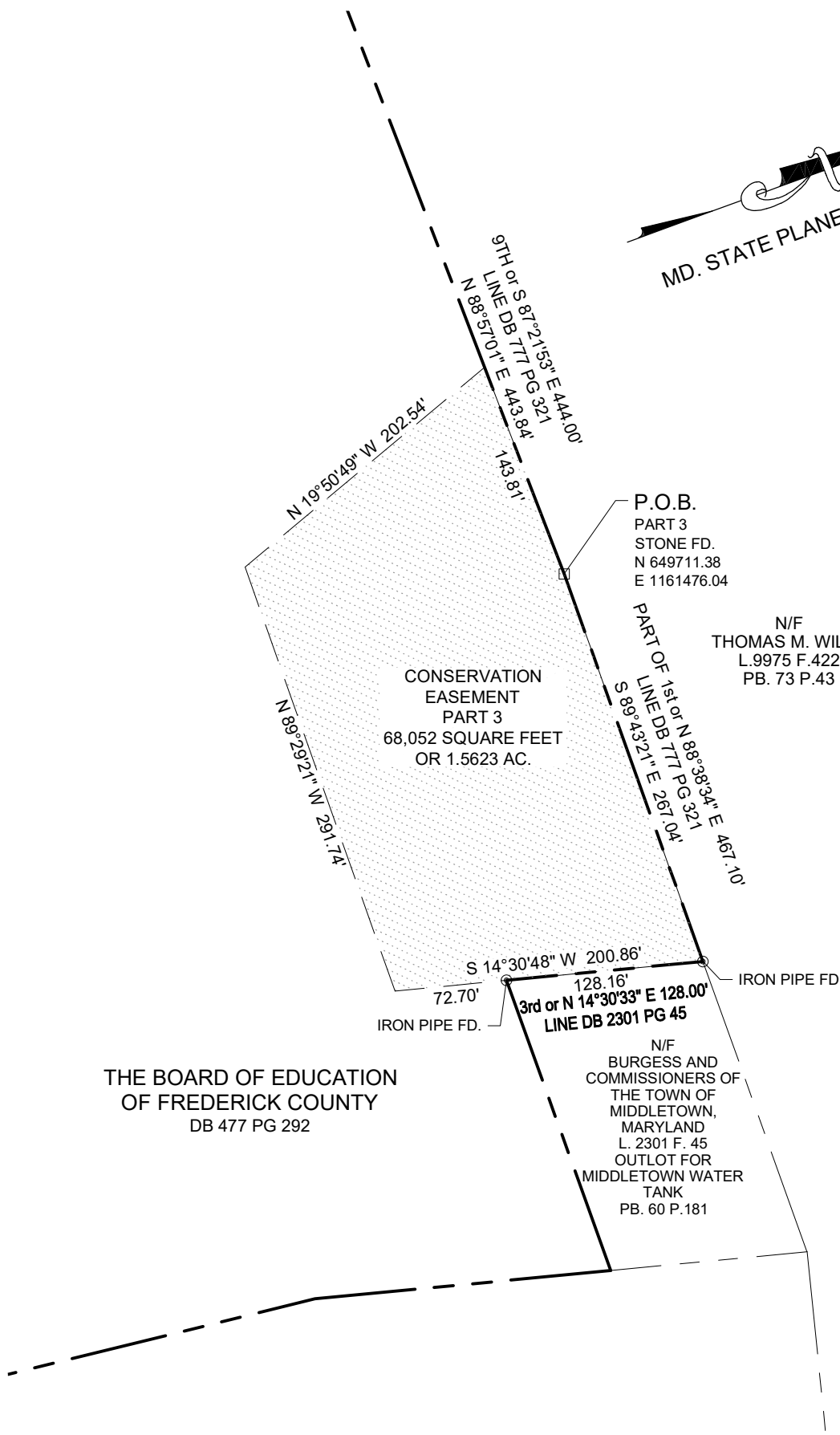
Area	Acres	Sq. Feet
Conservation Easement Part One	0.8616	37,532
Conservation Easement Part Two	1.0461	45,568
Conservation Easement Part Three	1.5623	68,052
<b>Total Area</b>	<b>3.4700</b>	<b>151,152</b>



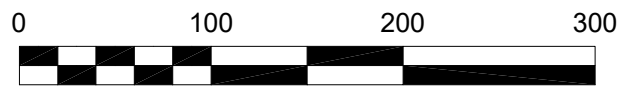
**EXHIBIT B**  
**CONSERVATION EASEMENT**  
ACROSS THE LANDS OF  
**THE BOARD OF EDUCATION OF FREDERICK COUNTY**  
DEED BOOK 477 PAGE 292 AND  
DEED BOOK 777 PAGE 321  
ELECTION DISTRICT 3  
FREDERICK COUNTY, MARYLAND


DRAWN BY: CSA	DATE: 08/14/25	 <b>Dewberry</b> ® 5320 Spectrum Drive, Suite E Frederick, MD 21703 (301) 663-3158 Fax: (301) 663-3679	ELECTION DISTRICT: 3
SCALE: 1"= 100'			TAX MAP NO.: 055H
			SHEET NO.: 1 OF 2  DRAWN BY: CSA

MD. STATE PLANE NAD83(2011)



**EXHIBIT B**  
**CONSERVATION EASEMENT**  
 ACROSS THE LANDS OF  
**THE BOARD OF EDUCATION**  
**OF FREDERICK COUNTY**  
 DEED BOOK 477 PAGE 292 AND  
 DEED BOOK 777 PAGE 321  
 ELECTION DISTRICT 3  
 FREDERICK COUNTY, MARYLAND



DRAWN BY: CSA	DATE: 08/14/25	 <b>Dewberry</b> ® 5320 Spectrum Drive, Suite E Frederick, MD 21703 (301) 663-3158 Fax: (301) 663-3679	ELECTION DISTRICT: 3
SCALE: 1"= 100'			TAX MAP NO.: 055H SHEET NO. 2 OF 2
			DRAWN BY: CSA

**FOREST RESOURCE**  
**DEED OF EASEMENT/MAINTENANCE**  
**COVENANTS AND AGREEMENT**

This Forest Resource Deed of Easement/Maintenance Covenants and Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Board of Education of Frederick County, a body politic and corporate of the State of Maryland (“Grantor”) and Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland (“Grantee”),

Whereas, the Grantor is the owner of a certain tract of land located in Frederick County, Maryland, over and across which it is necessary to provide an area for the conservation, protection and, where applicable, the planting of trees to produce forested areas as provided for in the Town of Middletown, Forest Resource Ordinance (hereinafter “Forest Conservation Area”), and

Whereas, it is necessary to provide for the future protection maintenance, and inspection of this Forest Conservation Area.

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland, its successors and assigns, the perpetual Forest Conservation Area Easement and Access Easement right of way more particularly described on “Exhibit A” and “Exhibit B” which are attached hereto and incorporated herein by reference; through and across the real estate located in Frederick County, Maryland, being part of the parcel of land which was conveyed unto the Board of Education of Frederick County, a body politic and corporate of the State of Maryland, from John L. Routzahn and Lucie T. Routzahn by deed dated

January 19, 1949, and recorded among the Land Records of Frederick County, Maryland, in Liber 477, folio 292, and being a part of that parcel of land which was conveyed unto the Board of Education of Frederick County, a body politic and corporate of the State of Maryland, from Charles W. Coblentz and Margaret H. Coblentz, his wife, and Charles W. Coblentz, Jr. and Ardell S. Coblentz, his wife, by deed dated December 22, 1967, and being recorded among the aforesaid Land Records, in Liber 777, folio 321.

To have and to hold said Forest Conservation Area Easement and Access Easement right of way, together with the rights and privileges appurtenant to their proper use and benefits, forever by the Grantee, its successors and assigns, in accordance with the terms set forth herein, as follows:

FIRST: That the Grantee, its successors and assigns, shall at all times have a right to enter said easement and right of way area for the purpose of inspecting and/or maintaining, or replacing vegetation within the said Forest Conservation Area, the right of entry to be along the easement area herein designated and along such other lines as the Grantee may deem necessary;

SECOND: The responsibilities for the maintenance of, and the restrictions on the activities within, the Forest Conservation Area shall be as set forth in the Maintenance Covenant and Agreement attached hereto as "Exhibit C" and incorporated herein by reference as if fully set forth;

THIRD: The Grantor further covenants and agrees that the easements, rights of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assigns and shall bind all present and subsequent owners of the property identified herein;

FOURTH: The Grantor covenants and agrees that all parties having an interest in the property which is subject to this Deed of Easement have executed this document and agreed to the terms hereof; and

FIFTH: The Grantor will warrant specially said easement and right of way and shall execute such further assurances thereof as may be requisite.

GRANTEE

ATTEST:

BURGESS AND COMMISSIONERS OF MIDDLETOWN, a municipal corporation of the State of Maryland

\_\_\_\_\_

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

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, John D. Miller, Burgess of the Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and that he is duly authorized to make this acknowledgment on its behalf.

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

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

GRANTOR:

BOARD OF EDUCATION OF FREDERICK,  
COUNTY, a body politic and corporate of the State  
of Maryland

\_\_\_\_\_  
Witness

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

(SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, Board of Education of Frederick, County, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and that he is duly authorized to make this acknowledgment on its behalf.

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

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

This instrument has been prepared by or under the supervision of the undersigned, and attorney duly admitted to practice before the Court of Supreme of Maryland.

\_\_\_\_\_  
Lisa Lawler Graditor, Attorney

## EXHIBIT C

### FOREST RESOURCE INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT (“AGREEMENT”) (CATEGORY A)

1. *GRANTOR OBLIGATIONS:* The Grantor its successors, and assigns, covenant and agree to provide for all the planting, maintenance, and protection of the Forest Conservation Area to ensure that the Forest Conservation Area is and remains in compliance with the approved Forest Conservation Plan on file with the Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland (the “Grantee”) and all applicable standards, rules, regulations, and laws.

2. *MAINTENANCE AND PROTECTION RESPONSIBILITY:* Unless otherwise provided, the person(s) or (entity) having legal title to the particular section of property where any Forest Conservation Area is located is responsible for the maintenance and protection of that area. In the event a Forest Conservation Area is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro rata share of any maintenance.

3. *CORRECTING DEFICIENCIES:* Upon receipt of notice from the Grantee of any problems or deficiencies in the Forest Conservation Area, the Grantor or other responsible party will correct problems as directed. If the requested corrections are not made within thirty (30) days, the Grantee may, at its discretion, perform all the necessary work to bring the Forest Conservation Area into compliance with statutory and Forest Conservation Plan requirements, and the Owners of the land(s) upon which the Forest Conservation Area is located shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the property and may be included in the tax bill for the property or properties on which the Forest Conservation Area is located and collected as taxes by the Town.

4. *INDEMNIFICATION*: The Grantor shall indemnify and save the Town harmless from any and all claims for damages to persons or property arising from the planting, maintenance, protection, and use of the Forest Conservation Area.

5. *INDIVIDUAL TREE REMOVAL*: Non-commercial, selective clearing of individual trees may occur, however, the forest easement area(s) shall not be cleared below the “standard forest density” of at least 100 trees per acre with at least 50 percent of those trees having a 2 inch or greater diameter at 4.5 feet above the ground. Diseased or hazardous trees or tree limbs may be removed to prevent personal injury or property damage.

6. *REMOVAL OF NOXIOUS WEEDS AND EXOTICS*: Noxious weeds, as identified by the Maryland Department of Natural Resources; and exotic or invasive trees and shrubs, listed in the State Forest Conservation Technical Manual, may be removed without regard to the “Standard Forest Density” described in Section #5 above, and the method of removal must be consistent with the limitations contained in this Agreement.

7. *BRUSH REMOVAL RESTRICTIONS*: Provided that it is outside a floodplain, stream, or floodplain buffer area as defined in the Town Code, brush may be removed from areas within 35’ of a residential dwelling structure or principle structures of a commercial, institutional or industrial use, subject to the restrictions listed in Sections 8 and 9 below.

8. *CONDITIONS OF PERMITTED BRUSH REMOVAL*: For areas that exceed the standard forest density, understory plant materials (including, but not limited to brush, shrubs, saplings, seedlings, undergrowth, or vines) may be cut down, removed or destroyed, provided that:

A) their removal does not damage, injure, or kill trees having a 6 inch or greater diameter at 4.5 feet above the ground;

B) their removal does not create erosion or slope stability problems;

C) the removal of such understory does not cause the forest easement area(s) to fall below the required standard forest density as described in Section 5; and

D) the forest floor is allowed to continuously regenerate tree and shrub seedlings to create future forest growth, and to continuously support a biological community consistent with typical forest environments and habitats.

9. *SAPLING AND SEEDLING PROTECTION*: For Forest Conservation Areas that are below the standard forest density, (such as areas designated 'Natural Regeneration' on the signed forest conservation plans; or for forested areas that fall below the standard forest density due to natural occurrences, such as fire, pest damage, wind storm, etc.) saplings and seedlings may not be cut down, removed or destroyed until the forest easement area contains sufficient living trees to meet or exceed the standard forest density.

10. *FENCES*: Fences are permitted within the Forest Conservation Area provided their construction and maintenance can be executed in compliance with the restrictions of this Agreement.

11. *SUPPLEMENTAL PLANTING*: The Grantor may supplement existing (or replace dead) trees or undergrowth with new plantings provided that new plantings are characteristic of trees or undergrowth materials native to Maryland.

12. *ACCESSORY APPURTENANCES*: Within the Forest Conservation Area, the Grantor may construct accessory appurtenances to a dwelling unit, including but not limited to, play equipment, dog houses and pens, chicken coops, and sheds--up to a cumulative maximum of 100 square feet (any one structure shall not exceed 10 feet by 10 feet), per one acre of Forest Conservation Area - provided that clearing for the construction of the accessory structures does not cause the Forest Conservation Area to fall below the standard forest density.

13. *ALLOWABLE COMMERCIAL TIMBER CUTTING*: Timber cutting for commercial purposes is permitted within the Forest Conservation Area provided that the area of timber cutting is performed in

accordance with:

A) A Forest Management Plan that is:

- (i) prepared by a licensed professional forester; and
- (ii) approved by the Maryland Department of Natural Resources forester assigned to the

Town; or

B) A Timber Harvest Plan that is:

- (i) consistent with the intent of the Forest Management Plan, and the intent and requirements of the forest conservation plan;
- (ii) prepared by a licensed professional forester; and
- (iii) submitted to and approved by the local Forest Conservancy Board.

14. *HARVESTING/REFORESTATION*: If harvesting performed in accordance with Section 13 above causes the Forest Conservation Area to fall below the standard forest density, the Grantor shall be responsible for reforestation, if natural regeneration is inadequate to provide for the cut area to achieve forested conditions in a timely manner.

15. *ADVERTISING RESTRICTIONS*: No posting of any advertisement sign or billboard is permitted.

16. *DUMPING RESTRICTIONS*: No dumping of unsightly or offensive material, including but not limited to, trash, ashes, sawdust or grass clippings shall occur within the Forest Conservation Area. Natural biodegradable materials may be allowed in a properly located, designed, managed and maintained compost pile, provided the activity does not damage adjacent trees.

17. *FILL AND GRADING RESTRICTIONS*: Construction, excavation, placement of heavy fill, re-grading of the surface, or construction of retaining walls shall be done only for afforestation and/or reforestation purposes in accordance with an approved forest conservation plan; or with prior approval of

the Town.

18. *MOTORIZED VEHICLE RESTRICTIONS*: No motorized vehicles, such as go-carts, dune buggies, trucks, cars, vans, etc., shall be operated or stored in the Forest Conservation Area, except for those used in periodic maintenance or timber harvesting operations.

19. *UTILITY RESTRICTIONS*: The easement area shall not be used as a site for any major public utility installation including, but not limited to, electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges. Nothing in this Section prevents the construction or maintenance of (on, over, or under, the Forest Conservation Area) of utilities normally needed to serve a residential neighborhood that have been approved by the appropriate reviewing agencies. These utilities should be located to prevent or minimize loss of trees as is practicable.

20. *PREVENTION OF DAMAGE*: All rights reserved by or not prohibited to the Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Forest Conservation Area.

21. *APPROPRIATE ACCESS*: The Grantor will provide appropriate access to, and hereby authorizes the Grantee representatives to enter the property and Forest Conservation Area at reasonable hours for the purpose of making periodic inspections to ascertain compliance with the restrictions, conditions, and easements established herein, and as contained in the approved Final Forest Conservation Plan.

22. *GENERAL PUBLIC RESTRICTIONS*: This Agreement does not convey to the general public the right to enter the property or easement for any purpose. The Agreement does not restrict or enlarge access by the general public in common open space (if any) held under community or homeowner association control beyond any access rights created by the applicable community or homeowner association covenants and bylaws.

23. *VIOLATIONS*: Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Agreement, the Grantee shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The Grantee may also seek injunctive or other appropriate relief in any Court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original state, and the Grantor agrees to pay for Court costs and reasonable attorneys' fees if the Grantee prevails any judicial proceedings.

24. *LEGAL REFERENCES*: The Grantor agrees to make specific reference to this Agreement in a separate paragraph of any sales contract, mortgage, subsequent deed, lease or other legal instrument by which any possessory or equitable interest in the property is conveyed.

25. *ENFORCEMENT FAILURE*: Failure on the part of the Grantee to enforce any covenant or provision herein shall not constitute a waiver of the Grantee's right to enforce any covenant within this Agreement.

26. *WRITTEN NOTICES*: All written notices required by this Agreement shall be sent to the Town Administrator, Town of Middletown, Maryland, 31 W Main Street, Middletown, Maryland 21769-8062.

27. *TRANSFER OF RESPONSIBILITY NOTIFICATION*: The Grantor shall promptly notify the Grantee if the Grantor transfers the maintenance responsibilities for the Forest Conservation Area, by providing a copy of the document of transfer signed by all parties.

## **Forest Improvements and Protection Agreement**

This Forest Improvements and Protection Agreement ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between The Board of Education of Frederick, County, a body politic and corporate of the State of Maryland, ("Owner") and the Burgess and Commissioners of Middletown, a municipal corporation of the State of Maryland ("Town").

WHEREAS, Owner holds title to certain real property, located in Frederick County and more particularly described as 24.14 acres and 47.168 acres located on High Street, Middletown, Maryland and being part or all the same property conveyed to Owner by deed dated January 19, 1949, and recorded among the land records of Frederick County, Maryland at Liber 477, Folio 292 and also being part of all and the same property conveyed to owner by deed dated December 22, 1967, and recorded among the aforesaid Land Records at Liber 777, folio 321 ("Property"), and

WHEREAS, the Final Forest Conservation Plan, hereinafter called the "FFCP", as approved by The Middletown Planning Commission ("Commission"), provides for the required protection and preservation of forest, and/or afforestation or reforestation ("Forest Improvements") to comply with the current Forest Resource Ordinance; and

WHEREAS, the Forest Resource Ordinance requires that Forest Improvements shown on the FFCP be: (1) implemented as per the FFCP specifications; and (2) adequately maintained, managed and monitored for two complete growing-seasons by the Owner to ensure forest establishment and/or protection.

THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Forest Improvements shall be implemented by Owner in accordance with the specifications of the approved FFCP.

2. The Town, its agents or designees may enter upon the Property at any time from the commencement of development, continuing through two complete growing-season maintenance periods following the planting or re-planting of material, to make routine inspections regarding compliance with the FFCP. Thereafter the Town, its agents or designees may enter upon any Forest Easement area to verify compliance with easement terms and conditions.

3. The Owner shall maintain and manage the required Forest Improvements for two complete growing-seasons, in accordance with the FFCP. This may include, but shall not be limited to:

- ❑ planting native plant species compatible with the existing habitat.
- ❑ watering; fertilizing; controlling competing vegetation; and protecting plants from disease, pests, and mechanical injury during the initial planting and any subsequent re-planting, and through the two-year maintenance period(s) as necessary.
- ❑ providing protection devices such as fencing and interpretive signs as necessary to prevent the destruction or degradation of planting sites or areas of existing forest.

4. The Owner shall monitor the Forest Easement site for two complete growing-seasons after the Forest Improvements are completed, and the Owners shall replace any dead plantings to the minimum survival rate as stated in the Town of Middletown Conservation Technical Manual. If a substantial amount of living seedlings/trees is not maintained, new planting must occur, and the guarantee shall remain in effect for two new complete growing-seasons, for each new planting, or until a "forest" has existed for a two-year period.

5. After two complete growing-seasons have elapsed, the Owner or subsequent owners of the property shall maintain and manage the forest easement area as provided in the Forest Resource Deed of Easement/Maintenance and Covenants Agreement and in accordance with the FFCP.

6. Failure to comply with the terms of this Agreement or the FFCP, will require the Owner(s) (jointly and severally) to pay the sum of \$1.00 per square foot of area found to be in non-compliance. In the event that the Town is required to make or complete any of the Owner's obligations under this Agreement or the Final Forest Conservation Plan FFCP, the Town shall be entitled to reasonable administrative fees, not to exceed the sum of Five Thousand Dollars (\$5,000), in addition to any and all other available remedies.

7. This Agreement may not be assigned without the prior written consent of the Town, which shall not be unreasonably withheld, and payment of any applicable fee required by the Town.

Witness the following signatures.

BOARD OF EDUCATION OF FREDERICK,  
COUNTY, a body politic and corporate of the  
State of Maryland

\_\_\_\_\_  
Date

\_\_\_\_\_(SEAL)  
Owner

BURGESS AND COMMISSIONERS OF MIDDLETOWN,  
a municipal corporation of the State of Maryland

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



# SilvoCulture

NUTS FOR THE FUTURE

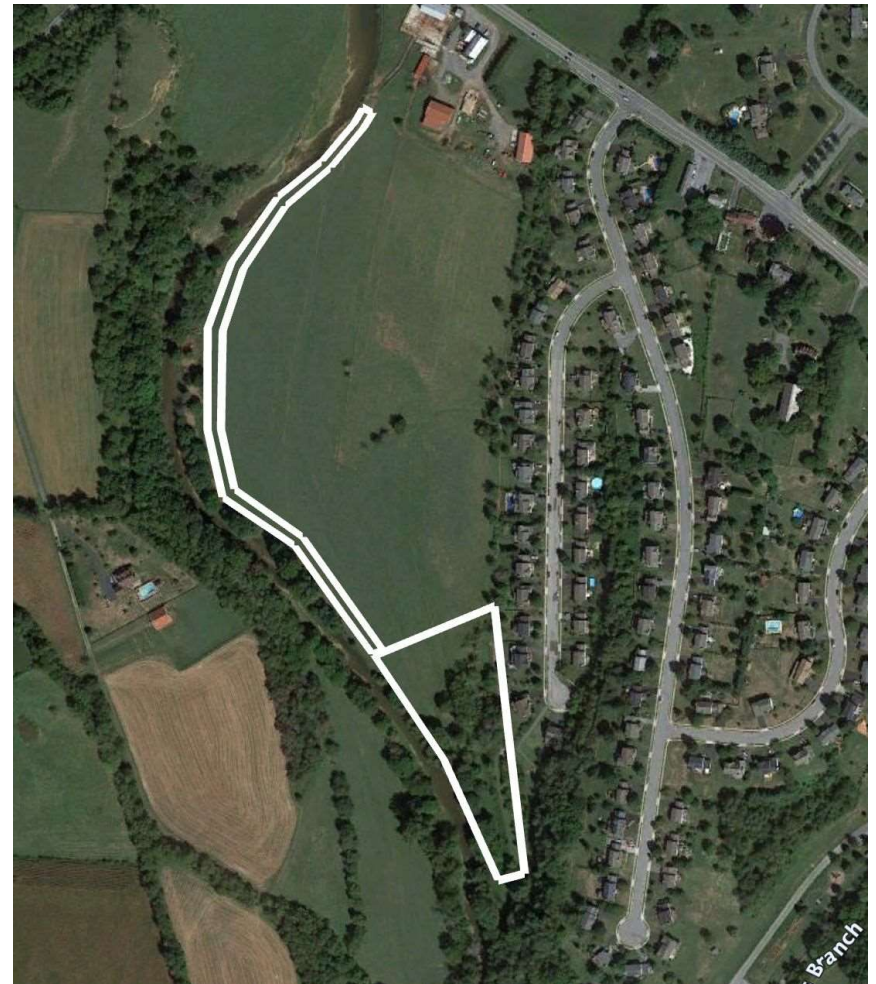
Proposal: Native fruit and nut tree planting for for field adjacent to Wiles Branch Park

Site address: 3120A Old National Pike, Middletown, MD

Prepared for: Town of Middletown

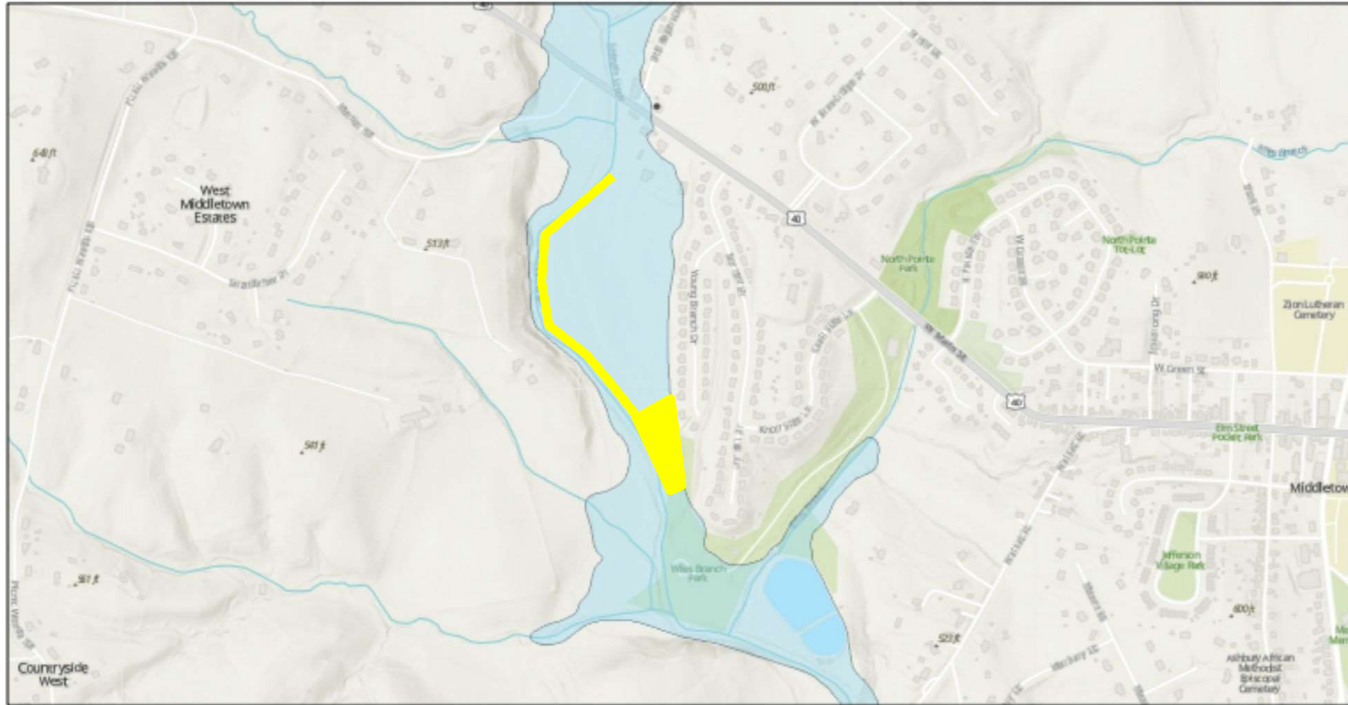
SilvoCulture Project Leads:  
Lisa Baird, Executive Director  
[lisa@silvoculture.org](mailto:lisa@silvoculture.org)

Taylor Logsdon, Operations Director  
[taylor@silvoculture.org](mailto:taylor@silvoculture.org)



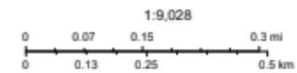
# Floodplain Map (Proposed planting area in yellow)

Floodplain Map (3120A Old National Pike, Middletown, MD 21769)



11/19/2024, 3:24:00 PM

- |                                   |                                   |                      |
|-----------------------------------|-----------------------------------|----------------------|
| Preliminary FEMA Floodplain       | Upland (Zone X)                   | Floodway (1% Chance) |
| 100 Year Floodplain (1% Chance)   | Effective FEMA Floodplain         | Upland (Zone X)      |
| 500 Year Floodplain (0.2% Chance) | 100 Year Floodplain (1% Chance)   |                      |
| Floodway (1% Chance)              | 500 Year Floodplain (0.2% Chance) |                      |



East Community Maps Contributors: Frederick County MD Government, Wash Co MD, VGN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Esri,



Near Wiles Branch Park

3.75 acres

Flat, low lying, but fairly well drained

Possible species:

- Pawpaw
- Persimmon
- Mulberry
- American plum
- Indigo Bush
- Juneberry
- Aronia

## Wiles Branch

### Summary


#### Sections

area	3.75 acres
qty	1 section
stems	1,404 stems

#### Rows

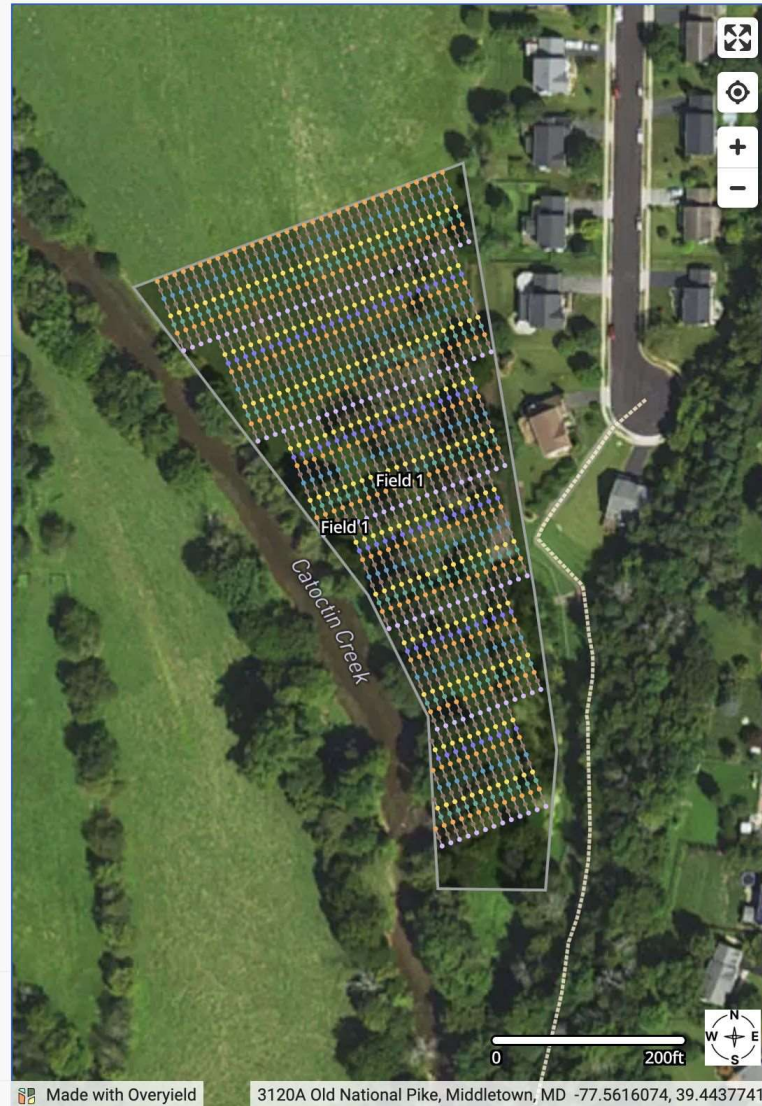
length	13,660 row ft
qty	38 rows

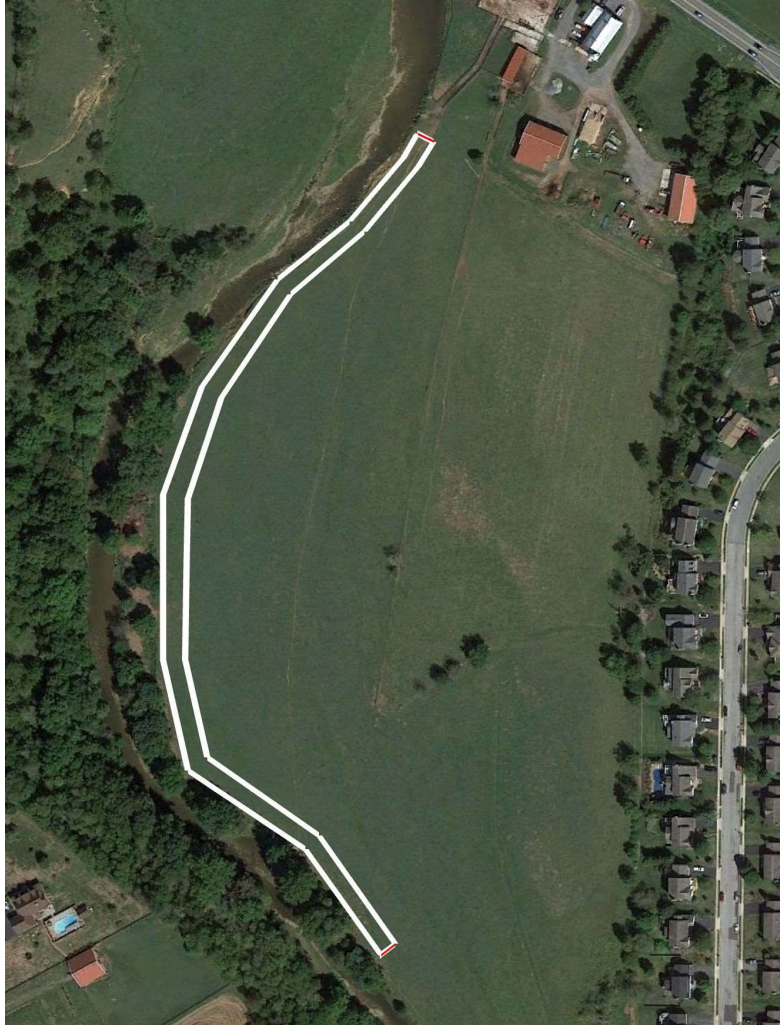
#### Crops

	<b>American Persimmon</b> 127 stems   0.30 ac   variable
	<b>Elderberry</b> 252 stems   0.69 ac   variable
	<b>Pawpaw</b> 252 stems   0.64 ac   variable
	<b>Mulberry</b> 126 stems   0.35 ac   variable
	<b>Aronia</b> 216 stems   0.59 ac   variable
	<b>Indigo Bush</b> 216 stems   0.59 ac   variable
	<b>Juneberry</b> 125 stems   0.34 ac   variable
	<b>American Plum</b> 90 stems   0.25 ac   variable

#### Sections

Field 1 | 2024 | 3.75 ac





### **30'x 1820' Stream Buffer**

- 1.25 acres
- 370 trees/acre
- 481 trees

### **Benefits Include:**

- Streambank erosion control
- Habitat creation (located within a designated wildlife corridor)
- Stormwater runoff reduction
- Flood mitigation
- Water quality protection

### **Possible Species:**

- Black Walnut
- Swamp White Oak
- Willow Oak
- Pin Oak
- Pawpaw
- Persimmon
- Mulberry
- American plum
- Indigo Bush
- Juneberry
- Aronia

## Chapter 197

**(House Bill 1466)**

AN ACT concerning

**Land Use and Real Property – Accessory Dwelling Units – Requirements and Prohibitions**

FOR the purpose of requiring, on or before a certain date, the legislative body of certain counties or municipal corporations to adopt a local law authorizing the development of accessory dwelling units on land ~~zoned for~~ with a single-family ~~residential-use detached dwelling unit as the primary dwelling unit~~ subject to certain requirements; providing for requirements for ~~approval of a zoning use permit application, the calculation of development impact fees or building excise taxes,~~ the creation of ~~on- and off-street parking spaces, and restrictions on the ability of a utility to require a certain connection or charge a certain fee,~~ subject to certain criteria; prohibiting a restriction on use in an instrument affecting the transfer or sale of real property or any other interest in real property from imposing or acting to impose certain limitations on the development or use of accessory dwelling units ~~on property zoned for single-family residential use;~~ authorizing the governing body of a homeowners association to treat an accessory dwelling unit as a separate lot for purposes of voting and levying assessments; and generally relating to the development and use of accessory dwelling units.

BY repealing and reenacting, without amendments,

Article – Land Use

Section 1-401(a) and (c) and 10-103(a)

Annotated Code of Maryland

(2012 Volume and 2024 Supplement)

BY repealing and reenacting, with amendments,

Article – Land Use

Section 1-401(b)(18) through (30) and 10-103(b)(17) through (23)

Annotated Code of Maryland

(2012 Volume and 2024 Supplement)

BY adding to

Article – Land Use

Section 1-401(b)(18); 4-501 through ~~4-507~~ 4-504 to be under the new subtitle

“Subtitle 5. Accessory Dwelling Units”; and 10-103(b)(17)

Annotated Code of Maryland

(2012 Volume and 2024 Supplement)

BY adding to

Article – Real Property

Section 2-126, 11B-101(a-1), and 11B-111.11

Annotated Code of Maryland  
(2023 Replacement Volume and 2024 Supplement)

BY repealing and reenacting, without amendments,  
Article – Real Property  
Section 11B–101(a)  
Annotated Code of Maryland  
(2023 Replacement Volume and 2024 Supplement)

BY repealing and reenacting, with amendments,  
Article – Real Property  
Section 11B–117(a)  
Annotated Code of Maryland  
(2023 Replacement Volume and 2024 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
That the Laws of Maryland read as follows:

#### Article – Land Use

1–401.

(a) Except as provided in this section, this division does not apply to charter counties.

(b) The following provisions of this division apply to a charter county:

**(18) TITLE 4, SUBTITLE 5 (ACCESSORY DWELLING UNITS);**

[(18)] **(19)** § 5–102(d) (Subdivision regulations – Burial sites);

[(19)] **(20)** § 5–104 (Major subdivision – Review);

[(20)] **(21)** Title 7, Subtitle 1 (Development Mechanisms);

[(21)] **(22)** Title 7, Subtitle 2 (Transfer of Development Rights);

[(22)] **(23)** except in Montgomery County or Prince George’s County, Title 7, Subtitle 3 (Development Rights and Responsibilities Agreements);

[(23)] **(24)** Title 7, Subtitle 4 (Inclusionary Zoning);

[(24)] **(25)** Title 7, Subtitle 5 (Housing Expansion and Affordability);

[(25)] **(26)** § 8–401 (Conversion of overhead facilities);

[(26)] **(27)** for Baltimore County only, Title 9, Subtitle 3 (Single-County Provisions – Baltimore County);

[(27)] **(28)** for Frederick County only, Title 9, Subtitle 10 (Single-County Provisions – Frederick County);

[(28)] **(29)** for Howard County only, Title 9, Subtitle 13 (Single-County Provisions – Howard County);

[(29)] **(30)** for Talbot County only, Title 9, Subtitle 18 (Single-County Provisions – Talbot County); and

[(30)] **(31)** Title 11, Subtitle 2 (Civil Penalty).

(c) This section supersedes any inconsistent provision of Division II of this article.

**SUBTITLE 5. ACCESSORY DWELLING UNITS.**

**4-501.**

**(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.**

**(B) (1) “ACCESSORY DWELLING UNIT” MEANS A SECONDARY DWELLING UNIT THAT IS:**

**(I) ON THE SAME LOT, PARCEL, OR TRACT AS A PRIMARY SINGLE-FAMILY DETACHED DWELLING UNIT ~~THAT IS CONSTRUCTED;~~ AND**

**(II) NOT GREATER THAN 75% OF THE SIZE OF AND SUBORDINATE IN USE TO THE PRIMARY SINGLE-FAMILY DETACHED DWELLING UNIT.**

~~**(1) ATTACHED TO OR THROUGH THE CONVERSION OF A PORTION OF THE PRIMARY DWELLING UNIT;**~~

~~**(2) ATTACHED TO OR THROUGH THE FULL OR PARTIAL CONVERSION OF AN ACCESSORY STRUCTURE LOCATED ON THE SAME LOT, PARCEL, OR TRACT AS THE PRIMARY DWELLING UNIT; OR**~~

~~**(3) AS A NEW BUILDING, DETACHED FROM THE PRIMARY DWELLING UNIT AND ANY EXISTING ACCESSORY STRUCTURES.**~~

**(2) “ACCESSORY DWELLING UNIT” INCLUDES A STRUCTURE THAT IS:**

**(I) SEPARATE FROM THE PRIMARY SINGLE-FAMILY DETACHED DWELLING UNIT; OR**

**(II) ATTACHED AS AN ADDITION TO THE PRIMARY SINGLE-FAMILY DETACHED DWELLING UNIT.**

**(C) (1) “DWELLING UNIT” MEANS A SINGLE UNIT PROVIDING COMPLETE, INDEPENDENT LIVING FACILITIES FOR AT LEAST ONE INDIVIDUAL, INCLUDING, AT A MINIMUM, PERMANENT PROVISIONS FOR SANITATION, COOKING, EATING, AND SLEEPING, AND OTHER ACTIVITIES ROUTINELY ASSOCIATED WITH DAILY LIFE.**

**(2) “DWELLING UNIT” DOES NOT INCLUDE A UNIT IN A MULTIFAMILY RESIDENTIAL BUILDING.**

**(D) “UTILITY” MEANS WATER OR SEWER DISPOSAL SERVICES PROVIDED BY:**

**(1) A PRIVATE COMPANY REGULATED UNDER DIVISION I OF THE PUBLIC UTILITIES ARTICLE;**

**(2) THE WASHINGTON SUBURBAN SANITARY COMMISSION REGULATED UNDER DIVISION II OF THE PUBLIC UTILITIES ARTICLE;**

**(3) A SANITARY COMMISSION REGULATED UNDER TITLE 9, SUBTITLE 6 OF THE ENVIRONMENT ARTICLE; OR**

**(4) A MUNICIPAL AUTHORITY REGULATED UNDER TITLE 9, SUBTITLE 7 OF THE ENVIRONMENT ARTICLE.**

**4-502.**

**THIS SUBTITLE APPLIES ONLY TO THE DEVELOPMENT OF ACCESSORY DWELLING UNITS ON LAND ~~ZONED FOR~~ WITH A SINGLE-FAMILY ~~RESIDENTIAL USE~~ DETACHED DWELLING UNIT AS THE PRIMARY DWELLING UNIT.**

**4-503.**

**(A) IT IS THE POLICY OF THE STATE TO PROMOTE AND ENCOURAGE THE CREATION OF ACCESSORY DWELLING UNITS ON LAND ~~ZONED FOR~~ WITH A SINGLE-FAMILY ~~RESIDENTIAL USE~~ DETACHED DWELLING UNIT AS THE PRIMARY DWELLING UNIT IN ORDER TO MEET THE HOUSING NEEDS OF THE CITIZENS OF MARYLAND.**

(B) (1) EXCEPT AS PROVIDED IN THIS SUBTITLE AND SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THIS SUBTITLE DOES NOT ALTER OR ABROGATE ANY ZONING POWER OR RELATED AUTHORITY GRANTED TO A LOCAL JURISDICTION UNDER THIS TITLE.

(2) LOCAL JURISDICTIONS SHALL ESTABLISH POLICIES THAT FURTHER THE INTENT OF THIS SUBTITLE.

4-504.

(A) (1) ON OR BEFORE OCTOBER 1, 2026, EACH LEGISLATIVE BODY SHALL ADOPT A LOCAL LAW AUTHORIZING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS ~~ON LAND ZONED FOR SINGLE FAMILY RESIDENTIAL USE~~ IN ACCORDANCE WITH THIS SECTION.

(2) A LEGISLATIVE BODY MAY ADOPT A LOCAL LAW THAT:

(I) ESTABLISHES STANDARDS FOR ACCESSORY DWELLING UNIT SAFETY; AND

(II) PROHIBITS THE FULL OR PARTIAL CONVERSION OF AN ACCESSORY STRUCTURE AS AN ACCESSORY DWELLING UNIT IF THE ONLY VEHICULAR ACCESS TO THE ACCESSORY STRUCTURE IS FROM AN ALLEY.

(B) A LOCAL LAW ADOPTED UNDER THIS SECTION SHALL ~~APPLY TO ALL LAND IN THE LOCAL JURISDICTION ZONED FOR SINGLE FAMILY RESIDENTIAL USE,~~ PROVIDED THAT:

~~(1) THE PARTY DEVELOPING THE ACCESSORY DWELLING UNIT OWNS AND HAS THE EXCLUSIVE RIGHT TO USE THE LOT, PARCEL, OR TRACT ON WHICH THE ACCESSORY DWELLING UNIT IS TO BE DEVELOPED; AND~~

~~(2) THE DEVELOPMENT OF NEW DWELLING UNITS ON THE LOT, TRACT, OR PARCEL IS NOT OTHERWISE PROHIBITED DUE TO:~~

~~(I) LIMITATIONS ON AVAILABLE SAFE DRINKING WATER;~~

~~(II) THE EXISTENCE OF PUBLIC HEALTH RISKS DUE TO LIMITATIONS ON SEWAGE DISPOSAL; OR~~

(III) RISKS ASSOCIATED WITH FIRES, FLOODS, OR LANDSLIDES PROVIDE FOR CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT MEET PUBLIC HEALTH, SAFETY, AND WELFARE STANDARDS, INCLUDING RELEVANT BUILDING CODES AND ADEQUATE PUBLIC FACILITIES PROVISIONS.

## (C) A LOCAL LAW ADOPTED UNDER THIS SECTION SHALL:

~~(1) REQUIRE THAT THE TOTAL SQUARE FOOTAGE OF THE ACCESSORY DWELLING UNIT BE LESS THAN THE TOTAL SQUARE FOOTAGE OF THE PRIMARY DWELLING UNIT;~~

~~(2) REQUIRE THAT THE FINAL DESIGN FOR THE ACCESSORY DWELLING UNIT SATISFY ALL RELEVANT BUILDING CODE REQUIREMENTS;~~

~~(3) AUTHORIZE CONSTRUCTION OF AN ACCESSORY DWELLING UNIT BEFORE OR DURING THE CONSTRUCTION OF THE PRIMARY DWELLING UNIT, UNLESS THE CONSTRUCTION OF THE ACCESSORY DWELLING UNIT WOULD RESULT IN THE NEED FOR A VARIANCE FROM THE ZONING LAW OF THE LOCAL JURISDICTION IN ORDER TO CONSTRUCT THE PRIMARY DWELLING UNIT;~~

~~(4) EXCLUDE THE DEVELOPMENT OF AN ACCESSORY DWELLING UNIT FROM THE CALCULATION OF DENSITY AND THE APPLICATION OF ANY MEASURES LIMITING RESIDENTIAL GROWTH THAT PERTAIN TO THE LOT, PARCEL, OR TRACT PROPOSED FOR THE DEVELOPMENT OF THE ACCESSORY DWELLING UNIT; AND~~

~~(5) SET CONDITIONS FOR APPROVAL OF A ZONING USE PERMIT FOR AN ACCESSORY DWELLING UNIT UNDER § 4-505 OF THIS SUBTITLE THAT ADDRESS OBJECTIVE AND MEASURABLE REQUIREMENTS, INCLUDING:~~

~~(I) MASSING;~~

~~(II) LOCATIONS OF ENTRANCES;~~

~~(III) SQUARE FOOTAGE; AND~~

~~(IV) SUBJECT TO § 4-507 OF THIS SUBTITLE, CONNECTIONS TO A UTILITY.~~

## (D) A LOCAL LAW ADOPTED UNDER THIS SECTION MAY NOT:

~~(1) REQUIRE, AS A CONDITION TO DEVELOPING AN ACCESSORY DWELLING UNIT, THAT THE LOT, PARCEL, OR TRACT EXCEED THE MINIMUM SIZE REQUIRED FOR A PRIMARY DWELLING UNIT IN THE ZONE OR DISTRICT;~~

~~(2) ESTABLISH SETBACK REQUIREMENTS FROM THE SIDE AND REAR LOT LINES FOR AN ACCESSORY DWELLING UNIT THAT IS CONVERTED FROM AN EXISTING ACCESSORY STRUCTURE IF:~~

~~(I) THE LOCATION OF THE PROPOSED ACCESSORY DWELLING UNIT IS IDENTICAL TO THE EXISTING ACCESSORY STRUCTURE; AND~~

~~(II) THE DIMENSIONS OF THE PROPOSED ACCESSORY DWELLING UNIT ARE IDENTICAL TO OR SMALLER THAN THE EXISTING ACCESSORY STRUCTURE;~~

~~(3) FOR AN ACCESSORY DWELLING UNIT OTHER THAN A UNIT THAT MEETS THE REQUIREMENTS OF ITEM (2) OF THIS SUBSECTION, ESTABLISH SETBACK REQUIREMENTS THAT EXCEED 4 FEET THE EXISTING ACCESSORY STRUCTURE SETBACK REQUIREMENTS FROM THE SIDE AND REAR LOT LINES;~~

~~(4) EXCEPT AS PROVIDED IN SUBSECTION (E) OF THIS SECTION, REQUIRE:~~

~~(I) IF THE DEVELOPMENT OF THE ACCESSORY DWELLING UNIT IS LOCATED WITHIN A 0.75 MILE RADIUS OF A MASS TRANSIT FACILITY, THE CREATION OF NEW OFF STREET PARKING AS A CONDITION TO DEVELOPING THE ACCESSORY DWELLING UNIT; AND~~

~~(II) IF THE DEVELOPMENT OF THE ACCESSORY DWELLING UNIT IS LOCATED OUTSIDE A 0.75 MILE RADIUS OF A MASS TRANSIT FACILITY, THE CREATION OF MORE THAN ONE OFF STREET PARKING SPACE; OR~~

~~(5) SET CONDITIONS FOR APPROVAL OF A ZONING USE PERMIT FOR AN ACCESSORY DWELLING UNIT UNDER § 4 505 OF THIS SUBTITLE BASED ON SUBJECTIVE CRITERIA, INCLUDING:~~

~~(I) NEIGHBORHOOD COMPATIBILITY, SUCH AS DESIGN OR AESTHETICS; OR~~

~~(II) ADVERSE IMPACTS.~~

(E) (1) (I) ~~SUBJECT TO SUBSECTION (D)(4) OF THIS SECTION, A~~ A LOCAL LAW ADOPTED UNDER THIS SECTION MAY ESTABLISH ADDITIONAL OFF-STREET PARKING REQUIREMENTS THAT CONSIDER:

1. THE COST TO CONSTRUCT OFF-STREET PARKING SPACES;

2. WHETHER SUFFICIENT CURB AREA EXISTS ALONG THE FRONT LINE OF THE PROPERTY TO ACCOMMODATE ON-STREET PARKING;

3. THE INCREASE IN IMPERVIOUS SURFACE DUE TO THE CREATION OF NEW OFF-STREET PARKING AND THE RELATION TO ANY APPLICABLE STORMWATER MANAGEMENT PLANS; AND

4. VARIABILITY DUE TO THE SIZE OF THE LOT, PARCEL, OR TRACT ON WHICH THE ACCESSORY DWELLING UNIT OR PRIMARY DWELLING IS LOCATED.

(II) A LOCAL LAW ADOPTED UNDER THIS PARAGRAPH SHALL PROVIDE FOR A WAIVER PROCESS FROM THE PARKING REQUIREMENTS.

(2) BEFORE ADOPTING A LOCAL LAW UNDER PARAGRAPH (1) OF THIS SUBSECTION, A LEGISLATIVE BODY SHALL COMPLETE A PARKING STUDY TO DETERMINE THE APPLICABLE NEEDS AND RESTRICTIONS IN THE JURISDICTION.

~~4-505.~~

~~(A) A LOCAL JURISDICTION SHALL APPROVE OR DENY A COMPLETE APPLICATION FOR A ZONING USE PERMIT FOR AN ACCESSORY DWELLING UNIT WITHIN 90 DAYS AFTER RECEIPT BY THE AGENCY RESPONSIBLE FOR MAKING ZONING DECISIONS.~~

~~(B) APPROVAL OF A COMPLETE APPLICATION UNDER THIS SECTION SHALL BE PERFORMED IN A MINISTERIAL MANNER.~~

~~(C) IF AN APPLICANT REQUESTS A DELAY IN THE REVIEW OF AN APPLICATION, THE 90-DAY REVIEW PERIOD REQUIRED UNDER SUBSECTION (A) OF THIS SECTION SHALL BE TOLLED FOR THE DURATION OF THE DELAY.~~

~~(D) THIS SECTION MAY NOT BE CONSTRUED TO ALTER THE APPELLATE OR JUDICIAL REVIEW PROCESSES FOR A ZONING USE PERMIT APPLICATION FOR AN ACCESSORY DWELLING UNIT.~~

~~4-506.~~

~~(A) A LOCAL JURISDICTION MAY NOT CHARGE A DEVELOPMENT IMPACT FEE OR A BUILDING EXCISE TAX ON AN ACCESSORY DWELLING UNIT WITH A TOTAL SQUARE FOOTAGE OF LESS THAN 750 SQUARE FEET.~~

~~(B) A LOCAL JURISDICTION MAY CHARGE A DEVELOPMENT IMPACT FEE OR A BUILDING EXCISE TAX FOR THE DEVELOPMENT OF AN ACCESSORY DWELLING UNIT THAT IS AT LEAST 750 SQUARE FEET IF THE IMPACT FEE OR BUILDING EXCISE TAX IS:~~

~~(1) ASSESSED PROPORTIONATELY IN RELATION TO THE SQUARE FOOTAGE OF THE PRIMARY DWELLING UNIT; AND~~

~~(2) SET AT AN AMOUNT THAT DOES NOT CREATE A DE FACTO PROHIBITION ON THE CONSTRUCTION OF THE ACCESSORY DWELLING UNIT.~~

~~(C) A LOCAL JURISDICTION MAY ESTABLISH A PROCESS BY WHICH AN IMPACT FEE OR BUILDING EXCISE TAX CHARGED UNDER THIS SECTION MAY BE WAIVED OR REDUCED.~~

~~4-507.~~

~~(A) (1) THIS SUBSECTION DOES NOT APPLY TO AN ACCESSORY DWELLING UNIT THAT IS DEVELOPED IN CONJUNCTION WITH A NEW OR SUBSTANTIALLY RENOVATED PRIMARY DWELLING UNIT.~~

~~(2) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, A UTILITY MAY NOT REQUIRE THE USE OF A SEPARATE CONNECTION BETWEEN AN ACCESSORY DWELLING UNIT AND THE WATER OR SEWER MAIN IF THE EXISTING CONNECTION BETWEEN THE PRIMARY DWELLING UNIT AND THE WATER OR SEWER MAIN IS DETERMINED TO BE SUFFICIENT TO SUPPORT THE ADDITION OF THE ACCESSORY DWELLING UNIT.~~

~~(3) A LOCAL JURISDICTION MAY ESTABLISH CRITERIA UNDER WHICH A UTILITY IS AUTHORIZED TO REQUIRE THE USE OF A SEPARATE CONNECTION BETWEEN AN ACCESSORY DWELLING UNIT AND THE WATER OR SEWER MAIN.~~

~~(B) IF AN ACCESSORY DWELLING UNIT IS INTEGRATED INTO THE EXISTING CONNECTION BETWEEN THE PRIMARY DWELLING UNIT AND THE WATER OR SEWER MAIN, A UTILITY MAY NOT CHARGE A CONNECTION FEE ASSOCIATED WITH THE INTEGRATION OF THE ACCESSORY DWELLING UNIT.~~

~~(C) A PERSON DEVELOPING AN ACCESSORY DWELLING UNIT MAY ELECT TO USE A METER THAT IS SHARED WITH THE PRIMARY DWELLING UNIT TO TRACK THE DELIVERY OF WATER FROM A UTILITY.~~

10-103.

(a) Except as provided in this section, this division does not apply to Baltimore City.

(b) The following provisions of this division apply to Baltimore City:

**(17) TITLE 4, SUBTITLE 5 (ACCESSORY DWELLING UNITS);**

[(17)] **(18)** § 5–102(d) (Subdivision regulations – Burial sites);

[(18)] **(19)** Title 7, Subtitle 1 (Development Mechanisms);

[(19)] **(20)** Title 7, Subtitle 2 (Transfer of Development Rights);

[(20)] **(21)** Title 7, Subtitle 3 (Development Rights and Responsibilities Agreements);

[(21)] **(22)** Title 7, Subtitle 4 (Inclusionary Zoning);

[(22)] **(23)** Title 7, Subtitle 5 (Housing Expansion and Affordability); and

[(23)] **(24)** Title 11, Subtitle 2 (Civil Penalty).

**Article – Real Property**

**2–126.**

**(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.**

**(2) “ACCESSORY DWELLING UNIT” HAS THE MEANING STATED IN § 4–501 OF THE LAND USE ARTICLE.**

**(3) “RESTRICTION ON USE” INCLUDES ANY COVENANT, RESTRICTION, OR CONDITION CONTAINED IN:**

**(I) A DEED;**

**(II) A DECLARATION;**

**(III) A CONTRACT;**

**(IV) THE BYLAWS OR RULES OF A HOMEOWNERS ASSOCIATION;**

**(V) A SECURITY INSTRUMENT; OR**

**(VI) ANY OTHER INSTRUMENT AFFECTING:**

**1. THE TRANSFER OR SALE OF REAL PROPERTY; OR**

**2. ANY OTHER INTEREST IN REAL PROPERTY.**

**(B) (1) ~~IF~~ EXCEPT AS PROVIDED IN PARAGRAPH (2)(II) OF THIS SUBSECTION, IF A PROPERTY OWNER HAS THE EXCLUSIVE RIGHT TO USE THE PROPERTY AND ABIDES BY ALL APPLICABLE LAWS AND REGULATIONS, A RESTRICTION ON USE REGARDING LAND USE MAY NOT IMPOSE OR ACT TO IMPOSE AN UNREASONABLE LIMITATION ON THE ABILITY OF THE PROPERTY OWNER TO DEVELOP OR OFFER FOR RENT AN ACCESSORY DWELLING UNIT ~~ON A PROPERTY ZONED FOR SINGLE-FAMILY RESIDENTIAL USE.~~**

**(2) FOR THE PURPOSE OF PARAGRAPH (1) OF THIS SUBSECTION, AN UNREASONABLE LIMITATION:**

**(I) ~~INCLUDES~~ INCLUDES A LIMITATION THAT:**

**~~(i) SIGNIFICANTLY INCREASES THE COST OF DEVELOPING AN ACCESSORY DWELLING UNIT; OR~~**

**~~(ii) PROHIBITS~~ PROHIBITS, EITHER EXPLICITLY OR BY EFFECT OF THE RESTRICTIONS, THE DEVELOPMENT OF AN ACCESSORY DWELLING UNIT; AND**

**(ii) DOES NOT INCLUDE A LIMITATION ON THE SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT.**

**(C) THIS SECTION DOES NOT APPLY TO A RESTRICTION ON USE ON HISTORIC PROPERTY THAT IS LISTED IN OR DETERMINED BY THE DIRECTOR OF THE MARYLAND HISTORICAL TRUST TO BE ELIGIBLE FOR INCLUSION IN THE MARYLAND REGISTER OF HISTORIC PROPERTIES.**

11B-101.

(a) In this title the following words have the meanings indicated, unless the context requires otherwise.

**(A-1) “ACCESSORY DWELLING UNIT” HAS THE MEANING STATED IN § 4-501 OF THE LAND USE ARTICLE.**

11B-111.11.

**NOTWITHSTANDING ANY OTHER PROVISION OF LAW OR ANY PROVISION IN THE DECLARATION, BYLAWS, RULES, DEEDS, AGREEMENTS, OR RECORDED COVENANTS OR RESTRICTIONS OF A HOMEOWNERS ASSOCIATION, THE GOVERNING BODY OF A HOMEOWNERS ASSOCIATION HAS THE AUTHORITY TO TREAT AN**

**ACCESSORY DWELLING UNIT AS A SEPARATE LOT FOR PURPOSES OF VOTING ON A HOMEOWNERS ASSOCIATION MATTER.**

11B-117.

(a) (1) As provided in the declaration, a lot owner shall be liable for all homeowners association assessments and charges that come due during the time that the lot owner owns the lot.

(2) **[The] NOTWITHSTANDING ANY PROVISION OF THE DECLARATION, ARTICLES OF INCORPORATION, OR BYLAWS RESTRICTING ASSESSMENT INCREASES, CAPPING THE ASSESSMENT THAT MAY BE LEVIED IN A FISCAL YEAR, OR LIMITING ASSESSMENTS TO EACH LOT, THE** governing body of a homeowners association has the authority to **[increase]:**

**(I) INCREASE** an assessment levied to cover the reserve funding amount required under § 11B-112.3 of this title**[, notwithstanding any provision of the declaration, articles of incorporation, or bylaws restricting assessment increases or capping the assessment that may be levied in a fiscal year]; AND**

**(II) TREAT AN ACCESSORY DWELLING UNIT AS A SEPARATE LOT FOR PURPOSES OF LEVYING ASSESSMENTS.**

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2025.

**Approved by the Governor, April 22, 2025.**