

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made this 14 day of August, 2023 by and between The Town of Upper Marlboro ("the Town"), a municipal corporation of the State of Maryland, with its offices located at 14211 School Lane, Upper Marlboro, Maryland 20772, and A.B. Green, LLC ("Owner"), a Maryland Limited Liability Company with its principal offices at 8106 Grayden Lane, Brandywine, Maryland 20613.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Prince George's County, Maryland, commonly known as 15500 Marlboro Pike, Upper Marlboro, Maryland 20772, and more particularly described in the deed attached hereto as Exhibit A, which is made a part hereof as if set forth in full in the body of this Agreement, the Tax ID for which is 03-0238337 (hereinafter referred to as "the Annexation Area" or "the Property"); and

WHEREAS, Owner and the Town desire to have the Annexation Area incorporated into the corporate boundaries of the Town; and

WHEREAS, Owner acknowledges that the Annexation Area will be annexed along with other properties and that the exact timing of the initiation of the annexation contemplated in this Agreement is not known; and

WHEREAS, Owner desires to use the Annexation Area for a martial arts training center, which is categorized as a private school use under the Prince George's County Zoning Ordinance. On or about May 18, 2023 Owner submitted an application for a preliminary plan of subdivision to allow development of greater than 5,000 square feet on the currently unplatted parcel known as the Annexation Area ("Preliminary Plan No.: PPS 2022-041"); and

WHEREAS, Owner has requested that the Town support its development of the Annexation Area by calling the Maryland-National Capital Park and Planning Commission and/or Prince George's County and expressing support for the development as a property being considered for annexation into the Town. The Town agreed to make this call as partial consideration for the Owner entering into this Annexation Agreement; and

WHEREAS, pursuant to the authority contained in Md. Code Ann., Local Gov't Art., Title 4, Subtitle 4, the Owner and the Town have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits imposed and conferred herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree that the foregoing recitals are incorporated as operative terms of the parties' agreement and further agree as follows:

1. **WARRANTIES AND REPRESENTATIONS OF TOWN:**

A. The Town supports the development of the Annexation Area (Tax ID # 03-0238337) consisting of 1.2193 acres zoned RMF-48, as a martial arts center.

B. The parties understand and agree that the Town's covenant of support herein is not intended, nor could it be construed, to prohibit the Board of Commissioners from enacting such future ordinances or charter provisions or design or engineering standards deemed necessary to protect the public health, safety and welfare of the citizens of the Town, nor from applying such ordinances, charter provisions, or regulations to the development of the Annexation Area, provided such application does not operate to divest prior approvals, nor interfere with Owner's vested rights.

C. The Board of Commissioners of the Town of Upper Marlboro, Maryland will introduce a resolution approving the annexation of the Property into the corporate limits of the Town ("Annexation Resolution") subject to the terms and conditions set forth in this Agreement and the Annexation Resolution. The terms of this Agreement are contingent upon the enactment of the Annexation Resolution by the Board of Commissioners and the Annexation Resolution becoming effective. The introduction of the Annexation Resolution shall be at the Town's convenience and in its sole discretion after the Property meets the requirements for annexation set forth in Md. Code Ann., Local Govt. Art., § 4-401 *et seq.*

2. **WARRANTIES AND REPRESENTATIONS OF OWNER:**

A. Owner acknowledges and agrees that the Town may annex the Annexation Area pursuant to the authority of Md. Code Ann., Local Govt. Art., § 4-401 *et seq.* and that it may be initiated at the Town's convenience and in its sole discretion.

B. This Agreement constitutes the Owner's formal written consent to annexation as required by Md. Code Ann., Local Gov't Art., § 4-404. The Owner acknowledges that it will receive a benefit from annexation and agrees that it waives and completely relinquishes any right to withdraw

its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution, and to that end waives any ballot confidentiality.

C. The Owner warrants and represents that it has full authority to sign this Agreement and is the sole owner of One Hundred Percent (100%) of the assessed valuation in the Property described in Exhibit A. The Owner further warrants and represents that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

D. The Owner warrants and represents, for itself and its successors and assigns, that there are no persons residing on the Property. Owner, for itself and its successors and assigns, further agrees that, until the expiration of any referendum period relating to an annexation resolution with respect to the Annexation Area, it will require any person intending to occupy any part of the Annexation Area for residential purposes to execute an irrevocable consent to annexation in substantially the same form as that attached hereto as Exhibit "B" prior to allowing such person(s) to occupy any portion of the Annexation Area.

E. The Owner shall provide the Town copies of all development and permit approvals it obtains from the State, Prince George's County and the Maryland-National Capital Park and Planning Commission relating to the Annexation Area.

3. TAXES:

Except as provided in this Section 3, the Town agrees that from and after the effective date of the Annexation Resolution, the Property shall be exempt from Town real property taxes for any portion of Fiscal Year 2024 that the Property is located within the Town of Upper Marlboro and for Fiscal Year 2025 (July 1, 2024 through June 30, 2025). During Fiscal Year 2026, the entire Property shall be subject to Town real property taxes in an amount equivalent to the "municipal differential" portion of its Prince George's County real property taxes as established each year pursuant to Section 6-305 of the Tax-Property Article of the Annotated Code of Maryland. During Fiscal Year 2027, the entire Property shall be subject to Town real property taxes in an amount equal to twenty five percent (25%) of the Town real property tax then applicable to the Property. During Fiscal Year 2028, the entire Property shall be subject to Town real property taxes in an amount equal to fifty percent (50%) of the Town real property tax then applicable to the Property. During Fiscal Year 2029, the entire Property shall be subject to Town real property taxes in an

amount equal to seventy five percent (75%) of the Town real property tax then applicable to the Property. Commencing with Fiscal Year 2030, the entire Property shall be subject to payment of full Town real property taxes.

The taxation exemption provided above shall extend only to the Owner. Any transfer of the Property or any portion thereof after the date of this Agreement, shall result in termination of the taxation exemption for the Property or portion thereof transferred.

The Town further represents and the Owner acknowledges that the Prince George's County Director of Finance collects both county and municipal real property taxes for properties located within the Town of Upper Marlboro. To effectuate the tax exemption herein granted, the Town will provide to the Prince George's County Director of Finance an abated, and as appropriate in the future, a reduced municipal tax rate to apply to the Property in accordance with this Agreement. If the Prince George's County Director of Finance cannot accommodate differing tax rates to properties to carry out the exemption provided hereinabove, then, to give effect to the exemption herein granted, the City will refund to Owner, upon application for such refund, pursuant to the authority contained in Section 14-905(b) of the Tax Property Article, Annotated Code of Maryland, an amount equal to the tax exemption agreed to herein. The refund shall be paid within thirty days of the receipt of the funds by City from Prince George's County

4. APPLICATION OF TOWN CODE AND CHARTER:

From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the Town shall have full force and effect within the Annexation Area except as otherwise specifically provided herein.

5. MUNICIPAL SERVICES:

Upon the effective date of an Annexation Resolution accomplished pursuant to this Agreement, the Town will provide all applicable municipal services to the Property. Furthermore, Owner will receive all current and future Town services in accordance with the same standards, rules, and procedures as they are provided throughout the Town including, but not limited to Town police and snow removal from Town streets.

6. TOWN BOUNDARY MARKERS

The Town may install Town Boundary Markers at the boundary lines to the newly enlarged Town boundaries.

6. MISCELLANEOUS.

A. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

B. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

C. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Annexation Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

D. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

E. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

F. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by Owner without the consent of the Town or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any part thereof. However, Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgment of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. Owner shall provide the Town

copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

G. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

H. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland in and for Prince George's County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

I. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

If to the Town: Town Administrator
 Town of Upper Marlboro
 14211 School Lane
 Upper Marlboro, Maryland 20772

If to the Owner: A.B. Greene LLC

With a copy to: Manotti Jenkins, Esq.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

The Town of Upper Marlboro

BY: _____

Name: _____

Title: _____

Owner: A. B. Greene, LLC

BY: MARSHALL J. EARL

Name: [Signature]

Title: President (CEO)

STATE OF MARYLAND
COUNTY OF _____ to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Mayor of the Town of Upper Marlboro, a municipal corporation of the State of Maryland, and that said Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and notarial seal.

(SEAL)
Notary Public

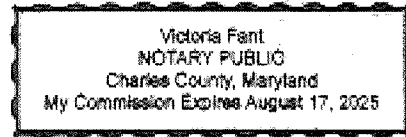
My Commission Expires: _____

STATE OF MARYLAND,
COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY, that on this 17 day of August, 2023 before me, a Notary Public in and for the State aforesaid, personally appeared Marviam Isaac, President of A.B. Green LLC, acknowledged that, being authorized by his principal to do so, she executed the foregoing instrument on behalf of A.B. Green LLC. for the purposes therein contained, by signing the name of such limited liability corporation as such President.

WITNESS my hand and notarial seal.

Victoria Fant (SEAL)
Notary Public



My Commission Expires: 08.17.2025

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Supreme Court of Maryland.

Karon P. Ruff, Esq.