

Case No. WS-_____

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this ____ day of _____, 20____ by and between _____ of _____ (County), _____ (State), party of the first part, hereinafter called “PROPERTY OWNER(S)” and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second party, hereinafter called “CITY.”

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby annexation, except in certain situations, is a prerequisite to the City providing its services including water and sewerage services to serve any properties beyond the corporate boundaries of the City; and

WHEREAS, the property of the Property Owner(s) as hereinafter described (hereinafter “the Property”) is subject to the annexation policy and no exception in said policy is applicable; and

WHEREAS, the Property is not now contiguous to the City; and

WHEREAS, the Property Owner(s) is willing to consent to have the Property annexed into the City at such time as the Property shall become contiguous to the City; and

WHEREAS, the Property Owner(s) agree that if and when the Property becomes contiguous to the City it is in the interest of the Property Owner(s) and the Property that it become a part of the City of Hagerstown; and

WHEREAS, Property Owner has been fully informed and fully understands that they must request annexation and submit to annexation the Property in order to obtain the benefit of the said City services.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its _____ (*insert types of services being given*) services to serve the property of Property Owner prior to annexation, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is the Property known as

_____.

Please insert the proper clarifying language which identifies and describes the Property. Please provide the necessary information in one of the following ways:

- *The lot number and the name of the recorded subdivision. Provide as an attachment a copy of the recorded plat referenced as "Exhibit A" in 8½ x 11-inch format; OR*
- *The legal description of the Property. Provide as an attachment a copy of the metes and bounds description referenced as "Exhibit A" in 8½ x 11-inch format; OR*
- *The liber/folio number of the current deed. Provide as an attachment a copy of the deed referenced as "Exhibit A" in 8½ x 11-inch format.*

NOTE: A street address is not sufficient.

2. City shall, subject to the terms and conditions of this Agreement, extend the following City services, _____, (*insert types of services being given*) to and for the benefit of the Property and the Property Owner herein.

3. The Property Owner shall pay all of the costs and expenses of the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of the services and the payment therefor.

4. Property Owner(s) agree to pay all connection, benefit and other charges in accordance with the rates then in effect according to Water Department and Sewer Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the services provided, now in effect, and which may be placed in effect at any future date.

6. Property Owner(s) agrees that they will, if an annexation resolution shall be initiated for the Property, agree to support the annexation of the Property and the annexation procedure.

7. It is distinctly understood and agreed that, if the Property Owner(s) takes action in opposition to the annexation of the property and/or withholds or withdraws support for such annexation, City shall not be required to make any further provision of the requested services to the Property. (However, no then existing services shall be discontinued.)

8. It is further understood and agreed that should Property Owner's property be annexed, Property Owner shall be subject to all the Ordinances and rules and regulations of City and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

9. Additional Provisions:

10. It is further agreed that the use of the word "Property Owner" shall include individuals, firms or corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. This Agreement shall be valid and binding upon the heirs, personal representatives, successors and assigns of the parties hereto, and shall be considered as a covenant running with the land of Property Owner, and a copy of this Agreement shall be

recorded by the City among the Land Records of Washington County, Maryland, at the expense of Property Owner.

12. Covenant of further assurances.

13. The parties agree that in the event that the Property Owner(s) fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property pursuant to this Agreement, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal rights, seek to enforce the terms of this Agreement by a suit for specific performance.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

_____(SEAL)
Signature

Typed/Printed Name

ATTEST:

Donna Spickler, City Clerk

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

William B. McIntire, Mayor

STATE OF _____)
) SS:
COUNTY OF _____)

I hereby certify, that on this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of _____.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____ , Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared William B. McIntire, Mayor of the City of Hagerstown, who acknowledged the foregoing Agreement to be the act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____ , Notary Public

MAIL TO: City of Hagerstown Planning and Code Administration Department
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

Revised: January 3, 2005; November 30, 2005; July 18, 2006; October 19, 2006; August 29, 2013; September 19, 2017; December 30, 2020.

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