

1 **CITY COUNCIL OF THE CITY OF ANNAPOLIS**

2  
3 **RESOLUTION NO. R-12-05 Revised**

4  
5 **Introduced by Mayor Moyer**

LEGISLATIVE HISTORY			
First Reader:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
3/14/05	11/10/05	8/15/05	n/a
Referred to:	Meeting Date:	Action Taken:	
Rules	11/14/05	Favorable	
Planning Commission	10/20/05	Favorable	
		Petition filed on 3/22/05	
		Preliminary hearing on 4/11/05	

7  
8  
9 **A RESOLUTION concerning**

10  
11 **Annexation of Katherine Properties**

12  
13 **FOR** the purpose of annexing into the boundaries of the City of Annapolis 179.6581±  
14 acres of property commonly referred to as the Katherine Properties which is  
15 contiguous to the existing boundary of the City and is generally located southwest  
16 of the intersection of Forest Drive and Spa Road; and matters generally related to  
17 said annexation.

18  
19 **WHEREAS,** Janet K. Richardson, Katherine Properties, Inc., and Katherine Properties,  
20 LLC, (collectively, the "Petitioner") have requested annexation into the City  
21 of Annapolis 179.6581± acres of property commonly referred to as the  
22 Katherine Properties which is contiguous to the existing boundary of the  
23 City and is generally located southwest of the intersection of Forest Drive  
24 and Spa Road; and

25  
26 **WHEREAS,** as required by section 19(b)(1) of Article 23A of the Annotated Code of  
27 Maryland, the consent to the annexation has been obtained by the  
28 Petitioner from not less than 25 percent of the persons who reside in the  
29 area to be annexed and who are registered as voters in Anne Arundel  
30 County elections and from the owners of not less than 25 percent of the  
31 assessed valuation of the real property located in the area to be annexed;  
32 and

33  
34 **WHEREAS,** on April 11, 2005, the Annapolis City Council conducted a preliminary  
35 review on this petition as required by Section 2.52.040 of the Code of the  
36 City of Annapolis and the petition was referred to the Departments of  
37 Finance, Public Works, and Planning and Zoning to provide the necessary  
38 information for proper consideration of the petition; and

1  
2 **WHEREAS**, the Annapolis City Council conducted a public hearing on this request on  
3 November 10, 2005, at which time the Council heard a staff report  
4 presented by the Director of Planning and Zoning and the report of the  
5 Planning Commission and received the Findings of Fact and  
6 Recommendations of the Planning Commission dated October 20, 2005,  
7 together with a Memorandum from the Planning and Zoning Director to the  
8 Planning Commission dated August 29, 2005; and during which hearing  
9 testimony was taken from the Petitioner and counsel, members of the  
10 general public were afforded the opportunity to offer testimony and  
11 documentary evidence was submitted and received; and  
12

13 **WHEREAS**, the said property is presently designated as suitable for medium density  
14 residential uses under the Annapolis Neck Small Area Plan, adopted March  
15 17, 2003, by the Anne Arundel County Council by Bill No. 83-02; and  
16

17 **WHEREAS**, the applicant requests a zoning classification of R1-A, Single Family  
18 Residence, and R-3, General Residence District, and a critical areas  
19 zoning classification of Limited Development Areas (LDA) and Intensely  
20 Development Area (IDA) for the property, which request is being addressed  
21 by the City Council in considering O-16-05.  
22

23 **NOW THEREFORE BE IT RESOLVED** this 28<sup>th</sup> day of November 2005, by the Annapolis  
24 City Council that the hereinafter described property be, and it is hereby, annexed to the  
25 lands and properties heretofore included within the boundaries of the City of Annapolis,  
26 and it hereafter shall be generally subject to the provisions of the Charter and Code of the  
27 City of Annapolis, said property being more particularly described as follows:  
28

29  
30 METES AND BOUNDS DESCRIPTION  
31 TO ACCOMPANY  
32 KATHERINE ANNEXATION PETITION INTO  
33 THE CITY OF ANNAPOLIS  
34

35  
36 DESCRIPTION OF  
37 179.6581 ACRES OF LAND TO BE ANNEXED  
38 INTO THE CITY OF ANNAPOLIS  
39 SECOND ASSESSMENT DISTRICT  
40 ANNE ARUNDEL COUNTY, MARYLAND  
41

42  
43 **Being** all of those pieces or parcels of land, hereinafter described, lying, situate and being in the  
44 2<sup>nd</sup> Assessment District for Anne Arundel County, Maryland, and being known and identified as Parcels  
45 202, 213, 246, 248, 301 and Part of Parcels 93,101, 201, and 222 as shown on tax map 51 (Parcels 93  
46 and 101 being recorded at the State Department of Assessment and Taxation as shown on tax map 10Z)

1 and all of that property lying within the bed of Forest Drive, adjacent to the above described parcels and  
2 lying outside the limits of the City of Annapolis, and being more particularly described as follows

3

4 **Beginning** for the same at a point on the North 49°07'40" West, 751.50 feet line of the outline of  
5 the City of Annapolis, distant 102.99 feet from the beginning thereof, said point also being on the third or  
6 South 16°12'26" East, 304.77 feet right-of-way line as described in a deed between Robert C. Giffen, Jr. et  
7 al, Grantors, and Katherine Properties, L.L.C., a Maryland limited liability company, Grantees, dated July  
8 of 1997 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 7976 at Folio 774,  
9 distant 208.25 feet from the end thereof, thence running with and binding on the west side of Spa Road  
10 and the remainder of the third and the fourth through seventh lines of the aforesaid conveyance from  
11 Giffen et al to Katherine Properties, L.L.C. the following five courses and distances, as now surveyed,

12

1. South 15°59'14" East, 208.25 feet to a point, thence

13

2. South 01°23'39" West, 1863.42 feet to a point of curvature, thence

14

3. 648.15 feet along the arc of a tangent curve deflecting to the right having a radius of 4391.50  
feet and a chord bearing and distance of South 05°38'14" West, 647.56 feet to a point,

15

thence

16

4. South 09°51'56" West, 578.51 feet to a point of curvature, thence

17

5. 121.56 feet along the arc of a tangent curve deflecting to the right having a radius of 312.00  
feet and a chord bearing and distance of South 21°01'38" West, 120.79 feet to a point,

18

thence leaving the west side of Spa Road and running with and binding on the eighth  
through thirteenth lines of the aforesaid conveyance from Giffen et al to Katherine

19

Properties L.L.C. the following six courses and distances, as now surveyed,

20

6. North 48°21'51" West, 1046.74 feet to a point, thence

21

7. North 02°49'31" East, 825.74 feet to a pipe found, thence

22

8. North 89°09'26" West, 105.86 feet to a point, thence

23

9. North 88°46'06" West, 212.86 feet to a pipe found, thence

24

10. North 03°26'51" East, 468.44 feet to a pipe found, thence

25

11. North 15°37'53" West, 367.71 feet to a point on the southerly line of a 40 feet Right-of-Way as  
described in the aforesaid conveyance from Giffen et al to Katherine Properties L.L.C.,

26

thence running with and binding on said right-of-way the following four courses and

27

distances, as now surveyed,

28

12. South 84°44'08" West, 122.50 feet to a point, thence

29

13. South 43°26'08" West, 116.32 feet to a point, thence

30

14. South 48°53'09" West, 363.36 feet to a pipe found, thence

31

15. North 63°39'16" West, 225.12 feet to a point on the southeasterly or South 34°41'00" West,

32

1 1121.89 feet line as shown on a Plat entitled "PLAT OF 11.86 AC. ±, THE MARY MILLER  
2 PROPERTY, 'MAS-QUE' FARM" and recorded in the Land Records of Anne Arundel  
3 County, Maryland in Liber 3268 at Folio 889, thence running with and binding on the  
4 outline of said Plat the following course and distance, as now surveyed,  
5 16. South 26°57'41" West, 1121.96 feet to a point on the northerly side of Crab Creek, thence  
6 running with and binding on the northerly side of Crab Creek the following seven courses  
7 and distances, as now surveyed,  
8 17. South 67°31'41" West, 62.00 feet to a point, thence  
9 18. North 75°13'19" West, 180.00 feet to a point, thence  
10 19. North 88°33'19" West, 122.00 feet to a point, thence  
11 20. South 48°21'41" West, 48.00 feet to a point, thence  
12 21. North 30°28'19" West, 73.00 feet to a point, thence  
13 22. North 00°22'41" East, 118.29 feet to a point, thence  
14 23. North 67°42'19" West, 96.91 feet to a point, thence leaving the northerly side of Crab Creek  
15 and running with and binding on the outline of the aforesaid Plat recorded in Liber 3268 at  
16 Folio 889 the following two courses and distances, as now surveyed,  
17 24. North 39°49'51" East, 612.44 feet to a point, thence  
18 25. North 38°39'01" East, 135.49 feet to a point on the northwesterly side of the aforesaid 40 feet  
19 Right-of-Way as described in the conveyance from Giffen et al to Katherine Properties  
20 L.L.C., thence running with and binding on part of the nineteenth line of said conveyance  
21 from Giffen et al to Katherine Properties L.L.C. the following course and distance, as now  
22 surveyed,  
23 26. North 38°25'01" East, 180.40 feet to a point at the beginning of the third or North 61°20'04"  
24 West, 1040.40 feet line as described in a deed between Nicholas T. Iliff et al, Grantors,  
25 and Katherine Properties, Inc., Grantees, dated December 6, 1996 and recorded among  
26 the Land Records of Anne Arundel County, Maryland in Liber 7707 at Folio 244, thence  
27 running with the third through fifth lines of said conveyance from Nicholas T. Iliff to  
28 Katherine Properties, Inc. the following three courses and distances, as now surveyed,  
29 27. North 61°22'17" West, 1043.33 feet to a pipe found, thence  
30 28. North 56°51'12" West, 349.84 feet to a point, thence  
31 29. North 39°25'39" East, 984.12 feet to a point on the existing City of Annapolis boundary and the  
32 southerly end of the westerly or South 39°15'47" West, 461.00 feet line as shown on a  
33 Plat of Subdivision entitled "Newtowne Twenty" and recorded among the Land Records of  
34 Anne Arundel County, Maryland in P.B. 38 on P.No. 15, thence running reversely with and  
35 binding on the outline of said Plat, and reversely with the outline of the City of Annapolis,

- 1 the following three courses and distances, as now surveyed,  
2 30. South 55°54'40" East, 611.87 feet to a point, thence  
3 31. North 39°16'30" East, 1715.06 to a point, thence  
4 32. North 56°19'10" West, 103.64 feet to a point, thence leaving the outline of said Plat entitled  
5 "Newtowne Twenty" and running reversely with the outline of the City of Annapolis the  
6 following five courses and distances,  
7 33. North 39°37'17 East, 512.57 feet to a point, thence  
8 34. South 31°03'30 East, 324.47 feet to a point, thence  
9 35. South 22°11'50 East, 451.94 feet to a point, thence  
10 36. South 70°46'10 East, 140.50 feet to a point, thence  
11 37. South 18°26'20 East, 45.09 feet to a point on the sixth or South 43°18'23" East, 224.83 feet  
12 line as described in a deed between Spa Landing Limited Partnership, a Maryland limited  
13 partnership, Grantors, and AIC Forest, LLC, a Maryland limited liability company,  
14 Grantees, dated June 12, 2000 and recorded among the aforesaid Land Records in Liber  
15 9820 at Folio 364, distant 27.76 feet from the beginning thereof, thence running reversely  
16 with the outline of said conveyance recorded in Liber 9820 at Folio 364 the following four  
17 courses and distances, as now surveyed  
18 38. North 43°04'13" West, 27.76 feet to a point, thence  
19 39. South 38°13'21" West, 816.18 feet to a concrete monument found, thence  
20 40. North 85°34'47" East, 512.97 feet to a point, thence  
21 41. North 54°42'45" East, 347.14 feet to a point on the existing City of Annapolis outline, thence  
22 running reversely with the outline of the City of Annapolis the following course and  
23 distance  
24 42. South 49°07'40 East, 571.47 feet to the point of beginning, containing 7,825,905 square feet  
25 or 179.6581 acres of land.  
26  
27

28 I hereby certify that the above metes and bounds description accurately reflects the  
29 boundaries of this property being contemplated for annexation.

30  
31  
32 \_\_\_\_\_  
33 Margaret B. Martin, PE  
34 Director of Public Works  
35 City of Annapolis  
36

37 **CONTAINING** 179.6581± acres within the bounds of this description, according to  
38 a survey and plat by Sigma Engineering, Inc., dated May 18, 2005.  
39

1 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the  
2 Annapolis City Council has considered the standards for the approval of the Annexation  
3 request as set forth in Section 2.52.070 of the Code of the City of Annapolis and, based  
4 on the Analysis contained in the August 29, 2005, memorandum from the Planning And  
5 Zoning Director to the Planning Commission (copy attached) and the Fiscal Impact Note  
6 by the Director of Finance dated August 15, 2005, (copy attached), finds as follows:  
7

- 8 1. The annexation will enhance and will not be detrimental to or endanger the public  
9 health, safety, morals, convenience or general welfare of the citizens of the area  
10 proposed to be annexed or of the surrounding areas of the City and of the County;  
11
- 12 2. The annexation will not be injurious to the use and enjoyment of other property in  
13 the immediate vicinity nor substantially diminish and impair property values within  
14 the neighborhood;  
15
- 16 3. The annexation is in conformance with the plans of general development of the  
17 City and of the County;  
18
- 19 4. Acceptable and reasonable steps are being or will be taken to provide adequate  
20 municipal services;  
21
- 22 5. The annexation will not precipitate environmental degradation;  
23
- 24 6. The annexation will generate revenue at least equal to the anticipated cost of  
25 providing municipal services; and  
26

27 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the said  
28 property will be placed upon the tax rolls of the City of Annapolis immediately upon the  
29 effective date of this annexation, and the owner thereof shall be liable for real estate  
30 taxes as provided by Maryland law levied for the fiscal year during which this Resolution is  
31 effective, prorated from the effective date.  
32

33 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the  
34 Katherine Properties annexation is hereby approved subject to the following conditions:  
35  
36

37 1. A Public Facilities Agreement (“Agreement”) that insures that public services  
38 shall be provided to all developed properties within the annexed area shall be executed  
39 and recorded in the land records of Anne Arundel County, Maryland, at the owner’s sole  
40 expense, and the original of the recorded documents shall be provided to the City. The  
41 Agreement shall include provisions that insure compliance with all the conditions of the  
42 resolution of approval of the annexation petition, and shall be subject to the following:  
43

44 a. The effective date of the resolution of approval of the annexation petition  
45 shall not be before the recordation in the land records of Anne Arundel County,  
46 Maryland, of the Agreement; and

1  
2 b. The parties to the Agreement shall be the City and the owner of the  
3 property which is the subject of the Agreement.

4  
5 c. This agreement shall run with the land and shall be enforceable upon all  
6 subsequent owners and assigns.

7  
8 2. In the event that dwelling structures exist on the property at the  
9 time of the effective date of the resolution of approval of the annexation petition and are  
10 occupied and are either served by well water or by a septic field or both, these  
11 structures shall be connected to the City's water and wastewater systems within one (1)  
12 year of the effective date of the resolution of approval of the annexation petition by the  
13 owner of the subject property. Extensions to the one(1) year connection requirement  
14 may be granted subject to the provisions of subsection(e) of this condition and subject  
15 to the following conditions:

16  
17 a. A bond or bonds shall be submitted to the Department of Public Works in  
18 the full amount of costs for any and all public utility and/or infrastructure improvements  
19 as required in the Public Facilities Agreement. Said bond(s) shall be increased  
20 annually in proportion to the cost of living increase in the City as determined by the U.S.  
21 Bureau of Labor Statistics CPI;

22  
23 b. The Property Owner and the City further agree that, once the applicable  
24 infrastructure has been accepted by the City Department of Public Works ("DPW"),  
25 which acceptance shall not be unreasonably delayed or withheld by DPW, the City shall  
26 reduce the bond to a one (1) year maintenance bond at ten percent (10%) of the full  
27 bond at the time of such reduction;

28  
29 c. No construction permits, including, but not limited to, grading, building,  
30 electrical, plumbing, etc., shall be issued without prior construction and acceptance of  
31 public water and/or sewer connections to the City of Annapolis, with the exception of  
32 permits associated with emergency repairs and said public utility improvements, subject  
33 to the approval of the Director of Public Works.

34  
35 d. The bond estimate shall be submitted to the Director of Public Works for  
36 review and approval thirty (30) days prior to the effective date of the approval of the  
37 bond.

38  
39 e. Annual extensions to the one(1) year connection time may be granted by  
40 the Director of Public Works up to a maximum of 10 years subject to showings of good  
41 cause. Extensions shall not be unreasonably withheld. Each extension request shall  
42 include documentation from a registered professional engineer in the State of Maryland  
43 that the water and sewer systems servicing the uses on the property are operating in a  
44 safe and efficient manner.

45  
46 3. Other public services including, but not limited to, street maintenance, snow

1 removal and solid waste (refuse, yard waste recycling and recycling) removal, shall not  
2 be provided to developed property unless the property has constructed a public  
3 roadway constructed in accordance with the City's Standard Specifications and  
4 Construction Details and that roadway has been accepted by the City and the City has  
5 accepted a fee simple deed for the right of way ownership. In the event that a Property  
6 Owner elects to maintain an existing private right-of-way, easement and/or driveway, no  
7 public services as referenced above will be provided. All future deeds to this property,  
8 or portions thereof, shall include a clause stating the owner's decision and binding  
9 future owners to that decision.

10

11 4. The Property Owner, in conjunction with the extension and provision of municipal  
12 water systems to and throughout the Property associated with the Public Facilities  
13 Agreement, shall provide upon the Property sufficient water supply for fire fighting  
14 purposes before any building permits will be issued.

15

16 5. The Property Owner shall be responsible for all costs associated with the  
17 extension of utility mains, the water distribution system, the wastewater collection  
18 system, possibly an additional pump station, tap fees, connection charges, capital  
19 facility fees, capital assessment charges and construction inspection fees. Adequate  
20 water supply is available for this property. Wastewater treatment capacity is available  
21 for this property. All infrastructure shall be constructed in accordance with the City's  
22 Standard Specifications and Construction Details.

23

24 6. The Property Owner will be required to pay all costs associated with the  
25 construction, reconstruction or widening to existing roadways of all internal roadways,  
26 curb and gutters, storm drain systems and stormwater management facilities. All but  
27 the latter shall be owned and maintained by the City. Stormwater management facilities  
28 shall be owned and maintained by the Property Owner or their successors or assigns.  
29 The Property Owner shall be responsible to pay all costs associated with any capacity  
30 increase to existing roadways caused by development of the property should said  
31 increase be required by the City, County or State. All infrastructure shall be constructed  
32 in accordance with the appropriate jurisdiction's Standard Specifications and  
33 Construction Details.

34

35 7. The Property Owner will be required to pay all costs associated with the cost of  
36 sidewalk construction throughout the development. Sidewalks shall be maintained by  
37 adjacent Property Owners. All sidewalks shall be constructed in accordance with the  
38 City's Standard Specifications and Construction Details.

39

40 8. The Property Owner shall be responsible for all costs associated with traffic  
41 signals and signs associated with the property. Said signals and signs shall be  
42 designed and constructed in accordance with the Manual on Uniform Traffic Control  
43 Devices.

44

45 9. The Property Owner shall be responsible for all costs associated with the  
46 installation of street lighting for the property and for one year of energy costs. All street



1 lighting shall be approved for style, type and luminosity and shall be selected from  
2 models offered for lease by BGE. Street lighting maintenance is handled by lease  
3 agreement between the City and BGE.

4

5 10. All roadway rights-of-way width shall be in accordance with the City's Standard  
6 Specifications and Construction Details, shall be made public and shall be deeded in  
7 fee simple to the City prior to release of the infrastructure maintenance bond. The City  
8 shall have prior rights in all rights of way.

9

10 11. All infrastructure improvements shall be bonded for the full cost of the  
11 improvements in the unlikely event that the developer / land owner can not complete  
12 the work, the City will have the financial resources to do so. Once the infrastructure has  
13 been accepted by the Department of Public Works, the bond shall be reduced to a one-  
14 year maintenance bond. The maintenance bond is ten percent of the full bond,  
15 however, the City may hold more at the discretion of the Director of Public Works.

16

17 12. The City will not be responsible for infrastructure maintenance and/or repair  
18 during construction, specifically, snow and solid waste (refuse, yard waste recycling and  
19 recycling) removal until final and complete infrastructure inspection, acceptance of  
20 deeds and at release of performance bond.

21

22 13. At the time of development, the City will require an assessment of its capacity to  
23 delivery adequate municipal services. Staffing levels in the following areas need to be  
24 considered: engineering review services, property data management and mapping  
25 services, infrastructure inspection services, water meter reading and sewer preventive  
26 maintenance, Miss Utilities underground utility location service, roadway maintenance,  
27 storm drain maintenance, traffic control and maintenance, administrative services and  
28 fleet maintenance support services. The City is currently undertaking a comprehensive  
29 review of its solid waste management program, to include but is not limited to:  
30 residential and commercial refuse collection, bulk pickup, yard waste recycling,  
31 paper/plastic/glass recycling and leaf collection. Not only is the level of staffing a  
32 concern, but so is adequate work space and safe and functioning equipment, vehicles  
33 and tools to perform the work.

34

35 14. The proposed relief road is expected to cut across the property to connect Spa  
36 Road with Aris T. Allen Boulevard. The developer of the property will make an  
37 equitable contribution to the cost of the construction of the relief road. The location and  
38 design of the relief road shall be determined jointly by the Director of Planning and  
39 Zoning and the developer at the time of development. The developer shall transfer to  
40 the City the land needed for the relief road right-of-way as part of the development  
41 process.

42

43 15. There shall be no planned development, subdivision or special exception plans  
44 approved for this property until the Planning and Zoning Director in consultation with the  
45 Planning Commission, shall have determined to his satisfaction that one or more road  
46 projects, intended to improve the Forest Drive corridor's traffic capacity, shall have been

1 designed, fully funded and construction either commenced or scheduled for imminent  
2 commencement. This may include the addition of another travel lane or such other  
3 improvements as may be determined necessary by the City and the County.  
4 Development may occur in phasing in relation to road improvements, subject to the  
5 determination of the Director of Planning and Zoning.

6

7 16. Any development of the property should include a bike/pedestrian trail, as  
8 perhaps part of the proposed relief road bypass, should be preserved in order to  
9 provide a continuous trail connection across the peninsula from Route 2 to Bay Ridge.

10

11 17. During the development phase, every effort should be made to provide both  
12 vehicular and pedestrian connections to the surrounding residential neighborhoods.

13

14 18. During the development phase, the Planning and Zoning Department should  
15 work with the Recreation Department to further determine the specific types of  
16 recreational facilities, and locations for such facilities, relative to the development  
17 parcels on the property.

18

19 19. A conservation easement of approximately seventy-five (75) acres in the general  
20 vicinity of the equestrian center shall be placed upon the property after a final  
21 development plan has been approved for the overall property. The conservation  
22 easement shall generally protect the existing environment; shall be in the area adjacent  
23 to Spa Road, identified as Preservation Land as delineated on applicant's exhibit 1,  
24 Katherine Properties, Inc. Crystal Spring Farm Development Concepts, dated October  
25 6, 2005 and shall prohibit development of the easement property for commercial  
26 purposes, with the exception of the continued operation and expansion of the  
27 equestrian center on portions of the easement property. The conditions of the  
28 easement may also provide that certain other portions of the easement property may be  
29 designated as common open space by the developer at the time of development. The  
30 exact location of the conservation easement shall be determined by the owner of the  
31 property, subject to the review and approval of the Director of Planning and Zoning  
32 which shall not be unreasonably withheld. The triangular parcel to the south of the  
33 Preservation Land to the southernmost point of the property adjacent to Spa Road shall  
34 not be included within the conservation easement, however, that portion of the property  
35 may only be developed with single-family homes and shall be zoned under the R1A  
36 designation.

37

38 20. Any development of the property that includes subdivision of parcel 246 shall  
39 explore the possibility of providing public access to the water (motorized/non-motorized)  
40 subject to the review and approval of the Department of Recreation and Parks.

41

42 21. In conjunction with any applications, including, but not limited to Planned  
43 Development or subdivision, to develop/redevelop property that is part of the annexed  
44 area, an analysis of the impact of the development on public facilities may be required,  
45 subject to a determination by the Director of Planning and Zoning. The impact  
46 assessment will be reviewed and approved by the Department of Planning and Zoning

1 and other city agencies as determined appropriate and based upon the impact(s),  
2 conditions will be imposed to phase the development so that increased demands on  
3 public facilities do not come in advance of public improvements. The analysis shall  
4 specifically address emergency response times as identified by the Fire Department  
5

6 22. Throughout the above conditions, the terms "owner", "developer", "successors",  
7 and "assigns" are used interchangeably. It is the intent that, regardless of the term  
8 used in a particular condition, the obligations and responsibilities expressed in the  
9 conditions shall be binding upon and applicable to the owner of the property as may  
10 exist from time to time and that such owner of the property shall undertake, perform, or  
11 otherwise meet each obligation or responsibility when the same may arise.  
12

13 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this  
14 property shall become part of the Seventh Election Ward.  
15

16 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 1998  
17 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the  
18 Katherine Properties and the zoning designation as designated by Ordinance O-16-05.  
19

20 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this  
21 Resolution shall become effective upon the forty-fifth day following the date of its  
22 passage, provided no Petition for Referendum has been properly filed according to law,  
23 but not be before the recordation in the land records of Anne Arundel County, Maryland,  
24 of the Agreement.  
25

26 **ADOPTED** this 28<sup>th</sup> day of November 2005.  
27

28 **ATTEST:**  
29  
30

**THE ANNAPOLIS CITY COUNCIL**

31 \_\_\_\_\_  
32 **Regina C. Watkins-Eldridge, CMC**  
33 **Acting City Clerk**

**BY:** \_\_\_\_\_  
**ELLEN O. MOYER, MAYOR**