

BEFORE THE MAYOR AND COUNCIL OF BOONSBORO

RESOLUTION NO. 2004-04

TO ENLARGE THE CORPORATE BOUNDARIES OF THE TOWN,
BY ADDING THERETO 96.1918 ACRES,
MORE OR LESS
(EASTERDAY LAND DEVELOPMENT, LLC, ET AL.)

RESOLUTION of The Mayor and Council of Boonsboro, adopted pursuant to Article XI-E of the Constitution of Maryland and §19 of Article 23A of the Annotated Code of Maryland, to enlarge the corporate boundaries of The Town of Boonsboro, as identified in the charter of the Town, by adding or annexation to the present corporate boundary, the parcel of property described by courses and distances in the description attached to this Resolution as Attachment A.

WHEREAS, the parcel of land to be annexed is owned by Todd E. Easterday, Michael D. Easterday, Jacob Easterday, Jeanette Easterday and Easterday Land Development, LLC, Petitioners, and the State Roads Commission; and

WHEREAS, Petitioners have presented to the Mayor and Council of The Town a petition proposing annexation of the property described in this Resolution; and

WHEREAS, the Mayor, as the presiding officer of the Town, has caused the signatures thereon to be verified, and has ascertained that the Petition otherwise conforms to the requirements of §19(c) of Article 23A of the Annotated Code of Maryland, and thereupon introduced this Resolution at a public meeting of the Mayor and Council of the Town on August 2, 2004, and

WHEREAS, pursuant to publication of notice, in accordance with §19(d) of Article 23A, a public hearing was conducted in the Town on the 20th day of October, 2004;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of Boonsboro, as follows:

SECTION I. The corporate boundaries of The Town of Boonsboro be and the same are hereby enlarged by adding or annexing thereto the lands adjoining the present corporate boundaries of the Town, as particularly described in Attachment A of this Resolution.

SECTION II. The persons, if any, residing in the area hereby annexed, and their property, shall be and are hereby added to the corporate boundaries of the Town, subject to the provisions of the Charter of the Town, and the acts, ordinances, resolutions, and policies of the Town, without special conditions relating to municipal taxation, services or facilities, or other special treatment of residents or property in the area hereby annexed.

SECTION III. The lands annexed herein shall be and are hereby zoned TR, MR and GC, as described in the description of proposed zoning district boundaries attached to this Resolution as Attachment B, and incorporated herein by reference.

SECTION IV. Section 104 of the Municipal Charter of the Town be and is hereby amended to include the lands described in this Resolution.

SECTION V. Petitioners shall pay all costs, engineering fees, attorneys fees, costs of insertion of public notices, and all other expenses incurred by the Town in connection with the annexation.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following the date of its enactment, unless a proper petition for referendum hereon shall be filed, as permitted by law.

BY ORDER OF THE MAYOR AND COUNCIL OF THE TOWN OF BOONSBORO.

THE MAYOR AND COUNCIL OF BOONSBORO

By: 
Charles F. Kauffman, Jr., Mayor

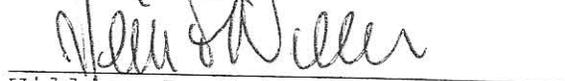

Howard W. Long, Asst. Mayor


Raymond D. Grove


~~Richard W. Gross~~
Natalie J. Mose


Richard E. Hawkins, Sr.


~~Gene W. Smith~~
Kevin M. Elmore


~~William L. Tritapoe~~
MERVIN F. NUICE

INTRODUCED: August 2, 2004

ENACTED: December 28, 2006

EFFECTIVE: February 12, 2007

MOUSETOWN ROAD

EXISTING BOONSBORO CORPORATE BOUNDARY

PROPOSED AREA OF ANNEXATION

96.1918 ACRES±

OLD NATIONAL PIKE

U.S. ROUTE 40A

ROHRERSVILLE ROAD

MARYLAND ROUTE 67

GENERAL PLAT 86

ACREAGE TABULATION

EASTERDAY LAND DEVELOPMENT, LLC UNRECORD CONFIRMATORY DEED:	8.1054 ACRES±
TODD E. EASTERDAY, et.al. LIBER 2264, FOLIO 245:	83.0202 ACRES±
STATE ROADS COMMISSION RIGHT OF WAY:	5.0662 ACRES±
TOTAL AREA OF ANNEXATION:	96.1918 ACRES±

PLAT OF PROPOSED ANNEXATION OF THE LANDS OF

TODD E. EASTERDAY, MICHAEL D. EASTERDAY, JACOB EASTERDAY, AND JEANETTE EASTERDAY

AND

EASTERDAY LAND DEVELOPMENT, LLC

SITUATED ALONG THE U.S. ROUTE 40A (OLD NATIONAL PIKE) AT IT'S INTERSECTION WITH MARYLAND ROUTE 67 (ROHRERSVILLE ROAD) WASHINGTON COUNTY, MD

DRAWN BY:

RBB

CHECKED BY:

GERALD A. CUMP & ASSOCIATES, INC.
SURVEYORS & ENGINEERS

ELECT. DIST:

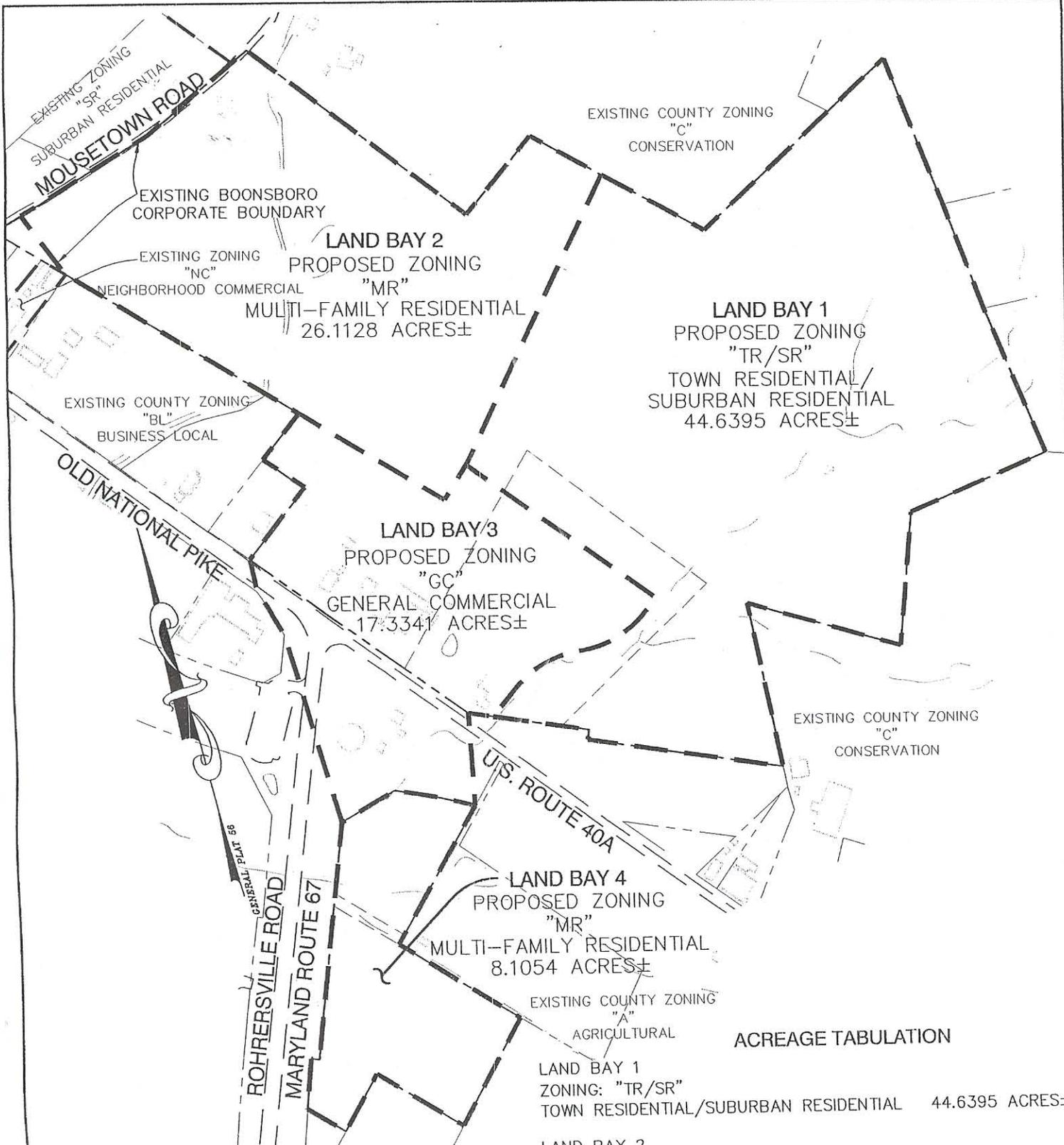
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TAX MAP:

73

DATE:

121 East Baltimore Street



ACREAGE TABULATION

LAND BAY 1 ZONING: "TR/SR" TOWN RESIDENTIAL/SUBURBAN RESIDENTIAL	44.6395 ACRES±
LAND BAY 2 ZONING: "MR" MULTI-FAMILY RESIDENTIAL	26.1128 ACRES±
LAND BAY 3 ZONING: "GC" GENERAL COMMERCIAL	17.3341 ACRES±
LAND BAY 4 ZONING: "MR" MULTI-FAMILY RESIDENTIAL	8.1054 ACRES±
TOTAL:	96.1918 ACRES±

PLAT OF PROPOSED ZONING
OF THE LANDS OF
**TODD E. EASTERDAY, MICHAEL D. EASTERDAY, JACOB
EASTERDAY, AND JEANETTE EASTERDAY**
AND
EASTERDAY LAND DEVELOPMENT, LLC

SITUATED ALONG THE U.S. ROUTE 40A (OLD NATIONAL PIKE) AT IT'S
INTERSECTION WITH MARYLAND ROUTE 67 (ROHRERSVILLE ROAD)
WASHINGTON COUNTY, MD

DRAWN BY:

ELECT. DIST:

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made as of this 28th day of December, 2006, by and between THE MAYOR AND COUNCIL OF BOONSBORO, a municipal corporation (the "Town") and Easterday Land Development, LLC, a Maryland limited liability company, Jacob E. Easterday, Jeanette Easterday, Todd Easterday, and Michael Easterday (collectively, the "Petitioner")

W I T N E S S E T H:

WHEREAS, Petitioner has petitioned the Mayor and Council of the Town to annex certain land (the "Property") into the corporate limits of the Town; and

WHEREAS, a resolution (the "Annexation Resolution") was duly introduced in response to the petition, and a public hearing was conducted by the Town in accordance with Md. Ann. Code, Article 23A, §19; and

WHEREAS, the Town has determined to enact the Annexation Resolution and to annex the property upon the terms and conditions set forth in the Resolution and in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, intending to be legally bound, under seal, agree as follows:

1. Representations of Petitioner. The Petitioner holds legal and equitable title to the Property in fee simple.

2. Effective Date. This Agreement shall take effect upon the effective date of the Annexation Resolution.

3. Zoning and Land Use. In order to reduce school overcrowding, preserve public health, safety and welfare, reduce traffic congestion, and to reserve sufficient utility capacity to meet other annexation and development objectives of the Town, including the allocation of utility capacity to facilitate the earliest possible dedication, design and construction of Warrior Boulevard, the Town, by the action of its Mayor and Council (the "Mayor and Council") by duly enacted by resolution in accordance with the customary procedures of the Town, shall have the unconditional right under this Agreement or any amendment to this Agreement, to limit the uses and densities of development

of the Property, in accordance with the authority conferred upon the Town under Md. Ann. Code, Art. 66B, §4.01(c)(2). Such authority to limit uses and densities shall include, but not be limited to, the right on the part of the Town to require any residential development of the Property to follow a phasing schedule established by the Mayor and Council. The requirements of this paragraph shall be in addition to and not in substitution of any condition imposed on development by the Boonsboro Planning Commission.

The Petitioner shall be permitted to develop the portion of the Property to be zoned GC General Commercial, along the north side of Alternate Route 40, comprising 17.3341 acres, more or less (the "Commercial Parcel"), in accordance with the usual requirements of the land use and other ordinances of the Town, as the same may be amended from time to time.

The remaining portion of the Property, excluding the Commercial Parcel, shall not be developed, nor shall any site plan, subdivision plat or other development application be submitted to the Town by the Petitioner, except as permitted by amendment to this Annexation Agreement. The Petitioner shall not commence or submit any proposal for residential development of the property to any board, commission, representative or agency of the Town for residential development of the Property or any part thereof until permission to submit such proposal shall have been granted to the Petitioner by resolution of the Mayor and Council, which permission may be withheld or conditioned in the absolute, sole, subjective discretion of the Mayor and Council. The Petitioner in his absolute, unconditional and sole discretion may de-annex the Property, or any part thereof, in the event a moratorium is imposed on the Property or any amendment to this Annexation Agreement is found to be unacceptable to Petitioner, in his sole discretion.

4. Utilities. It is the intention of the Mayor and Council to reasonably, fairly and equitably apportion the available water and sewer capacity of the Town among the owners or developers of several parcels of land being annexed into the Town, after reserving to the Town such water and sewer capacity as the Town may determine to be appropriate to provide for in-fill development and other utility needs and purposes of the public or the Town. It is intended and acknowledged by the parties to this Agreement that the density of permitted development of the Property shall be restricted by the availability of public utility capacity.

As a condition of the provision of utility service for any development of the Property, the Petitioner may be required to enter into an amendment to this Agreement providing for a monetary contribution, which may be in the form of a utility tap fee purchase commitment or otherwise, to provide for the cost of design and construction of a municipal wastewater treatment plant, and for improvements to the water and sewerage distribution systems of the Town, and for such other purposes as the Mayor and Council may determine. Unless otherwise determined by the Mayor and Council, no development of the Property shall occur until the completion of the proposed wastewater treatment plant, and until the amendment of this Agreement to provide for the allocation of utility capacity and the manner of funding, debt service and construction of the proposed wastewater treatment plant and other utility facilities needed for development of the Property.

Petitioner shall reimburse the Middletown Valley Bank ("the Bank") for Petitioner's proportionate benefit of utility extension expenses incurred by the Bank, as determined by the Mayor and Council, for the extension of utilities which may serve both the Bank and the Property of the Petitioner.

The Petitioner shall bear the cost and expense of extending municipal utility services to the Property, which shall be accomplished in accordance with the applicable policies and requirements of BMUC.

5. Warrior Boulevard Extension. The Petitioner hereby agrees not to commence development on the residential portion of the Property until traffic studies have been completed by the Petitioner that are acceptable to the Mayor and Council for development. The Petitioner may be required, in an amendment to this Agreement, to make a monetary contribution toward the construction of Warrior Boulevard. The Petitioner shall provide, at its expense, such traffic studies with respect to the development of any portion of the Property as may be requested from time to time by the Mayor and Council or the Boonsboro Planning Commission.

6. Public Education. The Petitioner shall not commence residential development, other than development limited to senior housing in compliance with the provisions of the Fair Housing Amendments Act of 1988, as amended from time to time, until the Mayor and Council shall determine that schools serving the property are adequate, or programmed to be adequate, to serve the development proposed. The Petitioner may be required

to contribute to the cost of public school facilities as a condition of development approval by the Mayor and Council, which shall be established by amendment to this Agreement.

7. Moratorium, etc. The Town reserves the absolute right to impose a moratorium on the development of the Property, in the reasonable discretion of the Town. In order to ensure concurrency of development and infrastructure, or for the purpose of providing an incentive to the Petitioner to comply with the provisions of this Agreement, the Town may, in its discretion, suspend or delay the issuance of building permits with respect to the construction of residential or other improvements on the Property. In addition to any other remedy for the breach of any obligation under this Agreement, the Town, upon resolution of the Mayor and Council, may issue a stop work order with respect to any aspect of the development of the Property, and the Petitioner shall promptly comply therewith.

8. Costs and Expenses. Petitioner shall, upon demand, pay or reimburse the Town for its expenses incurred in connection with the annexation of the Property, including but not limited to the expense of publication of notice, surveying and engineering fees, amendment of the zoning map of the Town, and the amendment of the description of the municipal boundary of the Town, together with the reasonable attorney's fees incurred by the Town, including fees incurred by the Town in the annexation, the preparation, negotiation or amendment of this Agreement, and in any action concerning the interpretation or enforcement of this Agreement in which a judgment is not entered against the Town.

9. Engineering, Permitting and Inspection Services. In the event the Town determines to engage outside engineering, permitting or inspection services with regard to any aspect of the development of the Property, the cost of such services shall be borne by the Petitioner, and shall be reimbursable to the Town on demand.

10. Commercial Development. For the purpose of facilitating the development of the Commercial Parcel, the Boonsboro Municipal Utilities Commission ("BMUC") shall allocate to the Petitioner a sufficient number of water and sewer taps, not exceeding Forty-eight (48) EDU's, upon payment of the then prevailing monetary consideration for such taps, as established from time to time by BMUC, final, unappealable approval by the Boonsboro Planning Commission of a site plan for the development


- 4 -

of the Commercial Parcel, completion of improvements to the intersection of MD Route 67 and Alternate Route 40 as may be required by the State Highway Administration of Maryland or the Mayor and Council, and compliance by the Petitioner with all other applicable requirements for such development. The taps acquired by the Petitioner for commercial development are not assignable or otherwise transferable by the Petitioner without prior approval of the Mayor and Council, and shall expire and be of no further force or effect three (3) years from the time of payment of consideration therefore, if not used prior thereto.

11. Miscellaneous. If any provision of this Agreement, or of any amendment hereto, shall be determined by a final, unappealable order of any court of competent jurisdiction to be invalid or unenforceable, such judicial determination shall not affect the remaining provisions of this Agreement, or of any amendment hereto, which are conclusively deemed and intended by the parties hereto to be severable. The provisions of this Agreement are intended to run with the lands of the Petitioner, and shall be jointly and severally binding and enforceable upon the Petitioner, and the Petitioner's heirs, personal representatives, successors and permitted assigns. This Agreement may be recorded among the Land Records of the Clerk of the Circuit Court for Washington County. Petitioner consents to the jurisdiction and venue of the courts of Maryland sitting in Washington County, and with respect to actions triable of right in Federal court, to the Federal courts sitting in Maryland. No action may be commenced by Petitioner in any other jurisdiction or venue without the prior written consent of the Town. The Petitioner waives the right to trial by jury and all right to consequential damages. No assignment of this Agreement, or of any right or obligation hereunder, shall be permitted or effective unless the same shall have been approved in writing by the Town. This Agreement represents the entire agreement of the parties, and no modification shall be effective unless in writing and executed by or on behalf of all of the parties hereto; except that the approval of parties no longer holding an interest in title to the Property at the time of any such modification shall not be required with respect to any such amendment. In order to preclude any application of the Rule Against Perpetuities, the parties agree that this contract shall expire, unless otherwise previously terminated, on the last day of the time period legally permitted by the Rule Against Perpetuities in the State of Maryland.

12. Authorization. Each of the undersigned signing this Agreement in a representative capacity certifies that the

signatory is duly authorized to execute this Agreement on behalf of the Petitioner as indicated and to bind the Petitioner to the terms hereof.

WITNESS the execution of this Agreement as of the day and year first above written.

WITNESS/ATTEST:

THE MAYOR AND COUNCIL OF BOONSBORO

Barbara Rodenhiser
Barbara Rodenhiser, Clerk

By: *C. Kauffman* (SEAL)
Charles F. Kauffman, Jr., Mayor

PETITIONERS:

EASTERDAY LAND DEVELOPMENT, LLC

Tom & Helen

By: *[Signature]* (SEAL)

Managing Member

Tom & Helen

Jacob E. Easterday (SEAL)
Jacob E. Easterday

Tom & Helen

Jeanette Easterday (SEAL)
Jeanette Easterday

Tom & Helen

[Signature] (SEAL)
Todd Easterday

Tom & Helen

[Signature] (SEAL)
Michael Easterday

AMENDMENT TO ANNEXATION AGREEMENT

THIS AGREEMENT, made this 2 day of March, 2009, by and between THE MAYOR AND COUNCIL OF BOONSBORO, a municipal corporation, (the "Town") and EASTERDAY LAND DEVELOPMENT,, LLC,, JACOB E. EASTERDAY, JEANETTE EASTERDAY, TODD EASTERDAY and MICHAEL EASTERDAY (collectively, the "Easterday")

W I T N E S S E T H:

WHEREAS, on December 28, 2006, the Town and Easterday entered into an annexation agreement (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement provides that it is the intention of the Town to reasonably, fairly and equitably apportion the available water and sewer capacity of the Town among Easterday and others, after reserving a portion of the available capacity for infill development and other utility needs; and

WHEREAS, the Annexation Agreement further provides that Easterday may be required to enter into an amendment to the Annexation Agreement, providing for a monetary contribution, which may be in the form of a utility tap purchase commitment; and

WHEREAS, the Town has obtained preliminary approval from State and Federal agencies to provide funding (the "Loans") for the design and construction of a wastewater treatment facility; and

WHEREAS, among the conditions of financing approval is a requirement that the Town will obtain a five-year commitment from Easterday to purchase sewer taps, providing revenues from which the Town may satisfy the debt service requirements of the Loans; and

WHEREAS, the parties desire to amend the Annexation Agreement, and to enter into this Agreement to provide for the reservation and purchase of sewer taps;

NOW THEREFORE, the Annexation Agreement is amended as follows:

1. Sewer Taps. The Town offers to sell to Easterday and Easterday jointly and severally agrees to purchase from the Town Twenty (20) residential sewer taps (the "Sewer Taps") for use in developing all or a portion of the property described in the Annexation Agreement. Upon completion of the payment for the Twenty (20) sewer taps purchased hereunder, and for a period of Fifteen (15) years from the date of this Agreement, provided no default shall have occurred under the Annexation Agreement or this Agreement, the Town agrees to make available to Easterday up to One Hundred Thirteen (113) additional sewer taps for development of the property in accordance with an approved final subdivision plat or site plan.

2. Consideration.

(a) The price per tap established for the Sewer Taps to be purchased hereunder is Eleven Thousand Dollars (\$11,000.00).

(b) Payment in advance for the purchase of the Sewer Taps shall be made in accordance with the payment schedule (the "Schedule) appended to this Agreement, time being of the essence, and with the right of Easterday to prepay all or part of the consideration established under this Agreement. Contemporaneously with the execution of this Agreement, Easterday has paid the sum of \$2,576.25 to the Town, which when combined with previous payments to the Town by Easterday, represents payment for the period through February 1, 2009, the receipt of which is hereby acknowledged. In the event the amount of any payment due from the Town to Susquehanna Bank, the United States Department of Agriculture or the Maryland Water Quality Financing Administration is increased or decreased, a corresponding proportional adjustment increasing or decreasing the payments due from Easterday shall be made, and Easterday agrees to pay the adjusted amount. The obligation of payment shall be joint and several.

3. Expiration, etc. Sewer taps purchased under this Agreement are not assignable without the consent of the Town, and, except in the event of default hereunder, shall continue in effect for a period of ten (10) years from the date of this Agreement. The Town consents to the transfer and assignment of the sewer taps purchased hereunder to a purchaser in connection

with the purchase of the property described in the Annexation Agreement. The Sewer Taps purchased under this Agreement shall be issued in accordance with the established policies of the Town and its Utilities Commission, and shall be used before other sewer taps purchased or acquired by Easterday.

4. Default. In the event of a default in payment, and the right of Easterday to purchase sewer taps shall be suspended until the default is cured. In the event the default is not cured within thirty (30) days, the right of Easterday to purchase the sewer taps shall be revoked, unless otherwise determined by the Town, Easterday shall have no further right or interest therein. In the event all or part of the Sewer Taps are so revoked, the Town shall have no further obligation to allocate or reserve sewer taps or utility capacity to or for Easterday under the Annexation Agreement.

5. Confession of Judgment. Easterday authorizes the Town, its attorney, or the clerk of any court of record to confess judgment against Easterday for the remaining unpaid balance of payments due, as indicated in the Schedule, together with attorney's fees in an amount equal to fifteen (15%) of the amount confessed.

6. Late Payment. Easterday shall pay to the Town a late payment fee equal to Five (5%) percent of the amount of any payment not received by the Town when due.

7. Notice. Notice to Easterday shall be sufficient if sent by certified mail, return receipt requested, addressed as follows:

Easterday, Land Development, LLC
21482 Greenbrier Road
Boonsboro, MD 21713

Easterday may, by certified mail notice to the Town, with return receipt signed by a representative of the Town, provide a revised mailing address.

8. Other Terms. The provisions of paragraph 10 of the Annexation Agreement are applicable in this Agreement.

9. Corresponding Water Taps. The Town agrees to reserve one water tap to correspond with each of the twenty (20) sewer

taps purchased pursuant to this Agreement, provided there shall be no default by Easterday hereunder.

WITNESS the execution of this Agreement as of the day and year first above-written.

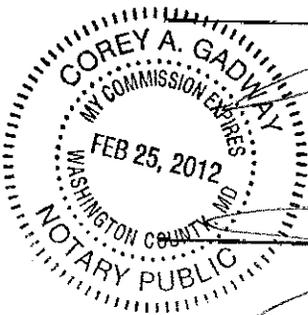
WITNESS/ATTEST:

THE MAYOR AND COUNCIL OF BOONSBORO

Barbara Rodenheiser
Barbara Rodenheiser, Clerk

By: Charles F. Kauffman, Jr. (SEAL)
Charles F. Kauffman, Jr., Mayor

EASTERDAY LAND DEVELOPMENT, , LLC



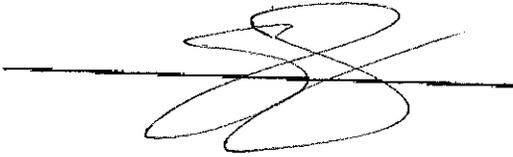
[Signature]
[Signature]
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By: [Signature] (SEAL)
Todd Easterday,
Managing Member

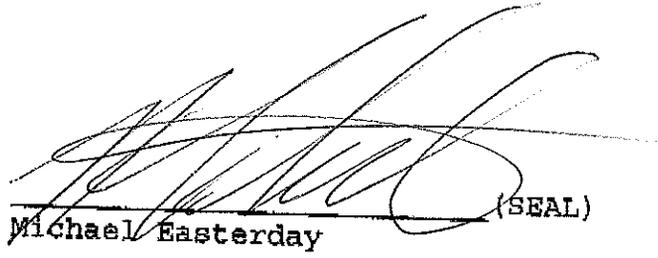
[Signature] (SEAL)
Jacob E. Easterday

[Signature] (SEAL)
Jeanette Easterday

[Signature] (SEAL)
Todd Easterday



A handwritten signature in black ink, consisting of several loops and a horizontal line extending to the left.



A handwritten signature in black ink, appearing to be 'Michael Easterday', written over a horizontal line. To the right of the signature is the text '(SEAL)'.



SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT TO ANNEXATION AGREEMENT, made this 6 day of April, 2009, by and between THE MAYOR AND COUNCIL OF BOONSBORO, a municipal corporation (the "Town"), and EASTERDAY LAND DEVELOPMENT, LLC, JACOB E. EASTERDAY, JEANETTE EASTERDAY, TODD EASTERDAY and MICHAEL EASTERDAY (collectively, "Easterday")

W I T N E S S E T H:

WHEREAS, on March 2, 2009, the Town and Easterday entered into an Amendment to Annexation Agreement; and

WHEREAS, the Town has offered to sell Twenty (20) additional taps (the "Additional Taps") to Easterday;

WHEREAS, Easterday desires to purchase the Additional Taps on the terms and conditions hereinafter set forth;

NOW THEREFORE, the Annexation Agreement is further amended as follows:

1. Additional Taps. In addition to the Twenty (20) Residential Sewer Taps which Easterday has heretofore undertaken to purchase, the Town agrees to sell and Easterday jointly and severally agrees to purchase from the Town the Additional Taps for use in developing all or a portion of the Property described in the Annexation Agreement, on the same terms and conditions as set forth in the Amendment to Annexation Agreement dated March 2, 2009, except as otherwise provided by this Amendment.

2. Payment. Easterday agrees to pay unto the Town the sum of Thirteen Thousand Four Hundred Ninety-five Dollars and Sixty Cents (\$13,495.60), contemporaneously with the execution and delivery of this Agreement, the receipt of which is hereby acknowledged, which sum represents (i) the payments attributable to the Additional Taps through April 1, 2009, as indicated on the spreadsheet appended to this Amendment, in the amount of Ten Thousand Two Hundred Forty-seven Dollars and Sixty Cents (\$10,247.60); (ii) the payment due and outstanding for the month of March, 2009, under the Amendment to Annexation Agreement dated March 2, 2009, in the amount of One Thousand Eight Hundred Ninety-five Dollars and Twenty Cents (\$1,895.20) as indicated on the spreadsheet; and (iii) a payment in the amount of One Thousand Three Hundred Fifty-two Dollars and Eighty Cents (\$1,352.80), representing the payment due under the Amendment to

Annexation Agreement of March 2, 2009, for the month of April, 2009.

Commencing on May 1, 2009, Easterday shall make payments in accordance with the revised payment schedule appended to this Agreement, in all other respects in accordance with the terms and conditions of the Amendment to Annexation Agreement of March 2, 2009.

3. Corresponding Water Taps. In addition to the water taps reserved by the Town in paragraph 9 of the Amendment to Annexation Agreement of March 2, 2009, the Town agrees to reserve twenty (20) additional water taps to correspond with the twenty (20) Additional Taps, provided there shall be no default by Easterday under the terms of the Amendment to Annexation Agreement of March 2, 2009, or this Amendment.

WITNESS the execution of this Amendment as of the day and year first above-written.

WITNESS/ATTEST:

THE MAYOR AND COUNCIL
OF BOONSBORO

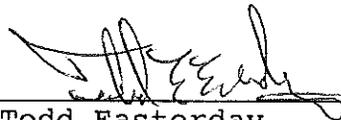


Barbara Rodenheiser, Clerk

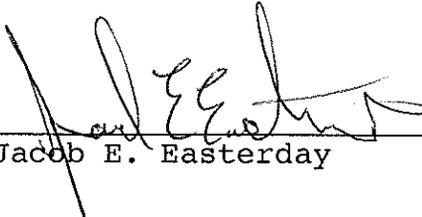
By:  (SEAL)
Charles F. Kauffman, Jr., Mayor

EASTERDAY LAND DEVELOPMENT, LLC



By:  (SEAL)
Todd Easterday,
Managing Member



 (SEAL)
Jacob E. Easterday

BKK Min

Jeanette Easterday (SEAL)
Jeanette Easterday

BKK Min

Todd Easterday (SEAL)
Todd Easterday

BKK Min

Michael Easterday (SEAL)
Michael Easterday