

COMMISSIONERS OF BARCLAY, MARYLAND

ANNEXATION RESOLUTION NO. 2019-01

AN ANNEXATION RESOLUTION PURSUANT TO SECTION 4-401, ET SEQ. OF THE LOCAL GOVERNMENT ARTICLE OF THE MARYLAND ANNOTATED CODE FOR THE PURPOSE OF ANNEXING PORTIONS OF ~~FOUR~~ **FIVE** PARCELS OF REAL PROPERTY CONSISTING OF 83.279 ACRES OF LAND, MORE OR LESS, LOCATED IN THE FIRST ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ALONG THE NORTHEASTERN BOUNDARY OF THE TOWN OF BARCLAY, BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE TERMS OF SUCH ANNEXATION IN THE ANNEXATION PLAN AND ANNEXATION AGREEMENT; AND GENERALLY RELATING TO THE ANNEXATION OF THE FOREGOING PROPERTIES TO THE TOWN OF BARCLAY.

RECITALS

WHEREAS, the Commissioners of Barclay (the "Commission") are authorized and empowered by the Charter of the Town of Barclay (the "Charter") and Md. Code Ann., Local Gov't Sec. 4-401, et seq. to expand the municipal boundaries of the Town of Barclay (the "Town"), the corporate name of which is the Commissioners of Barclay, Maryland, by annexing lands which are adjoining and contiguous; and

WHEREAS, the properties to be annexed consist of portions of ~~four (4)~~ **five (5)** parcels of real property consisting in the aggregate of 83.279 acres of land, more or less, contiguous and adjacent to the northern and eastern boundaries of the Town, and more particularly described as follows: Parcel 24, Tax Map 18, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 1"); Parcel 57, Tax Map 18, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 2"); Parcel 155, Tax Map 24, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 3"); ~~and~~ Parcel 52, Tax Map 24, owned by David Semans and Barbara Semans (the "Semans Property"); *and a portion of the former right-of-way of the Penn Central Railroad now owned by the State of Maryland to the use of the Maryland Department of Transportation (the "Railroad Property")* (collectively, the "Annexation Properties"); and

WHEREAS, DeMoss Lands, LLC and David Semans and Barbara Semans (collectively, the "Petitioners"), filed a Petition for Annexation with the Town on May 13, 2019, which is attached hereto and incorporated herein by reference as Exhibit A, formally requesting that their respective properties be annexed to the Town; and

WHEREAS, the Commission is desirous of annexing the Annexation Properties into the Town; and

WHEREAS, the Annexation Properties are shown and described on a plat prepared by Extreme Measures Land Surveyors dated March 23, 2019 and entitled "Annexation Plat of the Town of Barclay First Election District, Queen Anne's County, Maryland Prepared for Brian DeMoss Tax Map 18, Parcel 24," which is attached hereto and incorporated herein by reference

as Exhibit B; and

WHEREAS, the Annexation Properties are also described by a metes and bounds description prepared by Extreme Measures Land Surveyors dated March 29, 2019 and entitled "Description of 83.279 Acres of Land More or Less First Election District Queen Anne's County, Maryland," which is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, the Petitioners are the owners of more than twenty-five percent (25%) of the assessed valuation of the real property located within the area to be annexed, and Mr. and Mrs. Semans are the only registered voters within the area to be annexed; and

WHEREAS, a proposed Annexation Plan consistent with the requirements of Md. Code Ann., Local Gov't Sec. 4-415 was prepared and submitted to Queen Anne's County and the Maryland Department of Planning and made available for public review and discussion at least thirty (30) days prior to the date of the public hearing conducted on this Annexation Resolution by the Commission, which Annexation Plan is attached hereto and incorporated herein by reference as Exhibit D; and

WHEREAS, all requirements of the laws of the State of Maryland, Queen Anne's County, and the Charter and laws of the Town regarding initiation of this annexation by the owners of the Annexation Properties and the Commission have been satisfied, and the Commission has determined that it is desirable to initiate the annexation process for the benefit of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF BARCLAY that:

SECTION I – Modification of Town Boundaries. The municipal boundaries of the Town of Barclay, Maryland shall be and are hereby amended to incorporate into the Town the Annexation Properties as shown and described on a plat prepared by Extreme Measures Land Surveyors dated March 23, 2019 and entitled "Annexation Plat of the Town of Barclay First Election District, Queen Anne's County, Maryland Prepared for Brian DeMoss Tax Map 18, Parcel 24," which is attached hereto and incorporated herein by reference as Exhibit B. The Annexation Properties are also described by a metes and bounds description prepared by Extreme Measures Land Surveyors dated March 29, 2019 and entitled "Description of 83.279 Acres of Land More or Less First Election District Queen Anne's County, Maryland," which is attached hereto and incorporated herein by reference as Exhibit C. The foregoing plat shall be subject to technical review and correction by the Town, or its designee, prior to the public hearing to be held on this Annexation Resolution.

SECTION II – Application of Charter and Ordinances. Upon the effective date of this Annexation Resolution, the provisions of the Charter, Code, and ordinances of the Town, and any local public laws enacted or to be enacted affecting the Town, shall apply to the Annexation Properties except to the extent that this Annexation Resolution, an Annexation Agreement, or the Annexation Plan provides otherwise.

SECTION III – Zoning Classification: Right to Withdraw Request for Annexation.

(a) The Annexation Properties are described in full in Exhibit C, consist of portions of ~~four (4)~~ **five (5)** parcels of real property consisting in the aggregate of 83.279 acres of land, more or less, and are currently zoned Agricultural (“AG”) District by Queen Anne’s County. Subject to the satisfaction of all statutory and regulatory requirements, including, but not limited to, the review of the Town’s Planning Commission, it is the Town’s intent to apply the Light Industrial (“I”) zoning classification to the DeMoss Lands Properties 1, 2, 3, and 4 **and the Railroad Property** and to apply the Residential (“R”) zoning classification to the Semans Property.

(b) The proposed zoning classification is consistent with nearby property uses and compatible with adjacent zoning. The Comprehensive Plan for the Town of Barclay (the “Comprehensive Plan”), designates the Annexation Properties as a “Growth Area” in the Municipal Growth Element. Portions of each of the Annexation Properties are already located within the corporate limits of the Town, and this Annexation Resolution will bring the entirety of such properties into the corporate limits of the Town to be used in the same manner in which they are currently being used. The portions of the DeMoss Lands Properties 1, 2, 3, and 4 within the corporate limits of the Town are currently being utilized by the business of Chesapeake Burial Vaults, a Light Industrial use. The portion of the Semans Property located within the corporate limits of the Town is improved with a single-family dwelling and used for residential purposes. ***The Railroad Property is a right-of-way improved with railroad tracks.*** Accordingly, the annexation request set forth in the Petition for Annexation is compatible with the Comprehensive Plan.

(c) In conjunction with the adoption of this Annexation Resolution, the Commission may introduce and enact an ordinance to provide the intended zoning.

(d) At any time prior to the adoption of this Annexation Resolution, the Petitioners may request to withdraw their Annexation Petition subject to the requirements of Section VIII herein.

SECTION IV – Annexation Plan. The Town has prepared an Annexation Plan with regard to the Annexation Properties. The Annexation Plan is attached hereto as Exhibit D, but is not part hereof, and the Commission reserves the right to amend the Annexation Plan prior to final adoption of this Annexation Resolution in a manner consistent with Md. Code Ann., Local Gov’t § 4-415. The Annexation Plan may not be construed in any way as an amendment to this Annexation Resolution. A copy of the Annexation Plan has been provided to the Queen Anne’s County Commissioners and the Maryland Department of Planning at least thirty (30) days prior to the date of the public hearing conducted by the Commissioners on this Annexation Resolution.

SECTION V – Public Hearing and Public Notice. A public hearing, as required by the provisions of Md. Code Ann., Local Gov’t § 4-406, was held by the Commission on ~~August 21, 2019~~ **September 18, 2019 and continued to October 16, 2019**, and duly advertised according to the provisions of that statute. Public notice of the proposed public hearing was given on July 12, 19, and 26, 2019, ~~and August 2 and 30, 2019, and September 27, 2019~~, attached hereto as Exhibit E, in The Record Observer, a newspaper of general circulation in the Town, the last day of which

preceded the public hearing by at least fifteen (15) days, all in accordance with the provisions of Md. Code Ann., Local Gov't § 4-406. Upon the first publication of the public notice a copy thereof, including exhibits, was provided to:

- (a) The Queen Anne's County Commissioners; and
- (b) Any regional or State planning agency having jurisdiction in Queen Anne's County, Maryland

SECTION VI – Amendments. Substantive language added after the date of introduction of this Annexation Resolution is in bold, italicized font and substantive language deleted after the date of introduction is crossed out with a double strikethrough.

SECTION VII – Registration of Boundaries. Within ten (10) days of the effective date of this Resolution, in accordance with the provisions of Md. Code Ann., Local Gov't § 4-414, the President of the Commission, or his designee, shall promptly forward a copy of this Annexation Resolution with the new municipal boundaries to the Town Clerk/Manager, the Clerk of the Circuit Court for Queen Anne's County, Maryland, and also to the Maryland Department of Legislative Services. Each such official or agency shall hold this Annexation Resolution with the new municipal boundaries on record and available for public inspection.


SECTION VIII – Annexation Agreement and Expenses. The Commission is authorized to execute an Annexation Plan, an Annexation Agreement, and/or other agreements of a similar nature with regard to the Annexation Properties, provided that the terms of this Annexation Resolution shall prevail over any inconsistent term in any such agreement. The owners of the Annexation Properties shall be responsible for all fees and expenses incurred by the Town associated with the proposed annexation, including but not limited to, all legal fees (including the cost of preparing and reviewing the Annexation Resolution, Annexation Plan, and any Annexation Agreement(s)), engineering fees, and advertising expenses. The owners of the Annexation Properties shall also pay all such fees prior to adoption of this Annexation Resolution. Additionally, the owners of the Annexation Properties shall prepare, or cause to be prepared, for the Town a composite plat of the Town's municipal boundaries, inclusive of the Annexation Properties.

SECTION IX – Effective Date. This Annexation Resolution shall be deemed "finally enacted" on the date on which the Commission indicates its approval of the Annexation Resolution by affixing the Commissioners' signatures hereto. This Annexation Resolution shall become effective forty-five (45) days after final enactment, unless a petition for referendum has been filed prior thereto in accordance with Md. Code Ann., Local Gov't §§ 4-408, 4-409, 4-410 and 4-412. In the event that a petition for referendum is properly filed, the effective date of this Resolution shall be determined in accordance with Md. Code Ann., Local Gov't § 4-412.

This Annexation Resolution was introduced at a public meeting of the Commissioners of Barclay held on the 19th day of June, 2019, and having been reviewed and considered for final action, was duly passed and adopted on the ~~21st day of August~~ 16th day of October, 2019.

BY AUTHORITY OF THE COMMISSIONERS
OF BARCLAY, MARYLAND

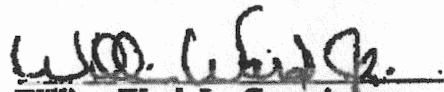
ATTEST:


Virginia Albers, Clerk-Treasurer

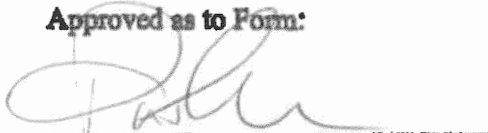

Norman J. Clough, President

X

Brian DeMoss, Commissioner


William Ward, Jr., Commissioner

Approved as to Form:


Patrick W. Thomas, Town Attorney

IN THE MATTER OF
THE ANNEXATION OF
CERTAIN PROPERTY
LYING NORTH AND EAST OF THE
EXISTING CORPORATE
BOUNDARIES OF THE TOWN
OF BARCLAY, MARYLAND

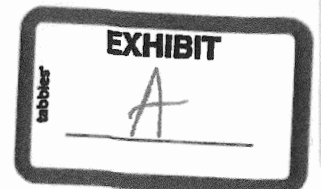
* BEFORE THE
* COMMISSIONERS
* OF THE TOWN
* OF BARCLAY,
* MARYLAND
*
*
*

PETITION FOR ANNEXATION

A. DeMoss Lands, LLC and David and Barbara Semans (the "Petitioner") are the owners of certain tracts or parcels of land which are depicted on the plat attached hereto as Exhibit 1 (the "Annexation Plat") and described in the metes and bounds descriptions attached hereto as Exhibit 2 (the "Annexation Property") and sought by this Petition to be annexed to the Town of Barclay, Maryland (the "Town").

B. The Petitioner constitutes at least twenty-five percent (25%) of the persons eligible to sign this Petition and is the owner of at least twenty-five percent (25%) of the assessed valuation of the Annexation Property.

C. The Annexation Property consists of 83.279 acres of land, more or less, contiguous and adjoining to the existing northern and eastern corporate boundary of the Town. The Annexation Property is shown on Queen Anne's County Tax Map 18 as part of Parcels 24 and 57 and County Tax Map 24 as part of Parcels 155 and 52. Included in the Annexation Property is the former right-of-way of the Penn Central Railroad now owned by the State of Maryland to the use of the Maryland Department of Transportation, State Railroad Administration by virtue of a deed recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 185, folio 251 (the "Railroad Property").



D. The Annexation Property is adjoining and contiguous to the Town boundaries, and the expansion of the corporate boundaries of the Town to include the Annexation Property will not create any enclaves of unincorporated land.

E. In satisfaction of the requirements of Title 4, Subtitle 4 of the Local Government Article of the Annotated Code of Maryland and in cooperation with the Town, Petitioner shall develop an Annexation Plan and Annexation Agreement for the Annexation Property prior to any public hearing on this Petition.

F. Attached hereto and incorporated herein are an Annexation Plat by Extreme Measures Land Surveyors dated 3/23/19 (attached as Exhibit 1), a metes and bounds description of the Annexation Property (attached as Exhibit 2), a proposed Annexation Plan (attached as Exhibit 3), and a proposed Annexation Agreement (attached as Exhibit 4).

NOW, THEREFORE, on this 10th day of May, 2019, the Petitioner hereby petitions the Commissioners of the Town of Barclay to introduce a resolution proposing a change of the municipal boundaries of the Town of Barclay to include the Annexation Property.

WITNESS/ATTEST:

Linda D Crossley

PETITIONER/OWNER:

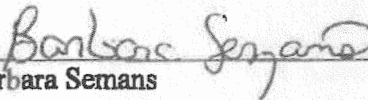
DEMOSS LANDS, LLC

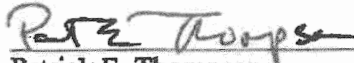
Brian DeMoss

By: Brian DeMoss, Authorized Member

David Semans

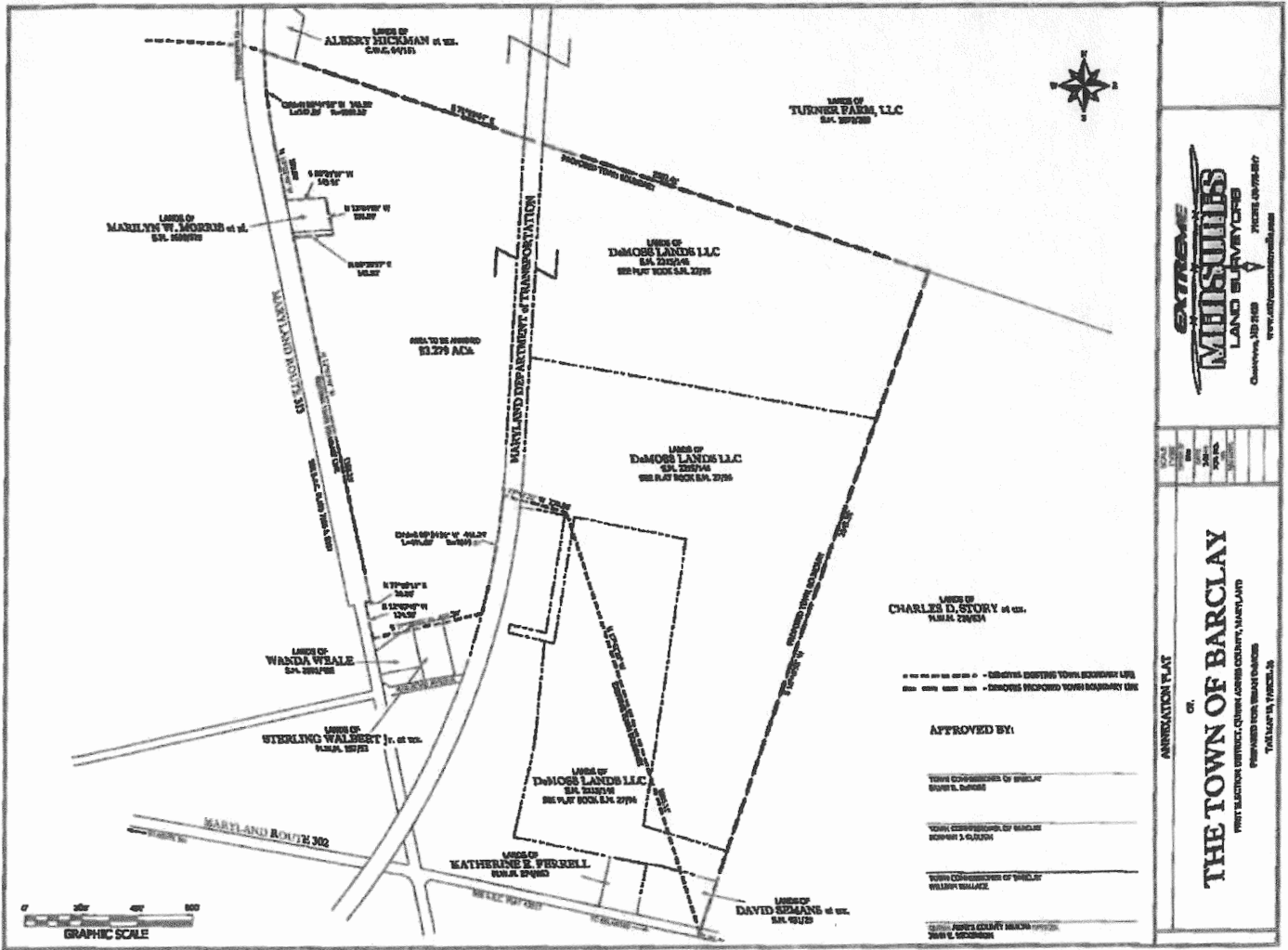
David Semans


Barbara Semans



Patrick E. Thompson
Attorney for Petitioner
Braden, Thompson, Poltrack & Mundy, LLP
102 St. Claire Place, Suite 2
Stevensville, MD 21666
Telephone: 410-643-4110
Fax: 410-604-0400
Email: pthompson@bt-lawyer.com

Exhibit 1 – Annexation Plat
Exhibit 2 – Annexation Property (Legal Description)
Exhibit 3 – Annexation Plan
Exhibit 4 – Annexation Agreement



EXTREME
MID-SOUTH
 LAND SURVEYORS
 CHARLES, MD 20748
 PHONE 410-776-8147
 WWW.EXTREMELANDSURVEYORS.COM

DATE	BY

ANNEXATION PLAT
 OF
THE TOWN OF BARCLAY
 FROM SEVERAL PARCELS, CHIEFLY ACRES 100.00, 100.00, 100.00
 PREPARED FROM SURVEY RECORDS
 BY THE SURVEYOR, EXTREME MID-SOUTH

LANDS OF CHARLES D. STORY et al.
 PARCEL 20704

--- DASHED LINE --- DEMONSTRATES YOUR BOUNDARY LINE
 --- SOLID LINE --- DEMONSTRATES PREPARED YOUR BOUNDARY LINE

APPROVED BY:

YOUR COMMISSIONER OF PUBLIC SAFETY

YOUR COMMISSIONER OF PUBLIC SAFETY
 ROBERT S. GLENN

YOUR COMMISSIONER OF PUBLIC SAFETY
 WILSON WALLACE

2011 JUNE 15 AMOUNT COUNTY RECORDS OFFICE
 JOHN C. SCHROEDER

EXHIBIT
 tabbles
 Petition Ex. 1



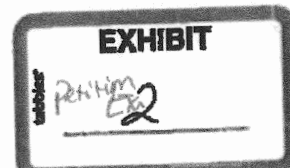
March 29, 2019
DESCRIPTION OF 83.279 ACRES OF LAND MORE OR LESS
FIRST ELECTION DISTRICT, QUEEN ANNES COUNTY, MARYLAND

BEGINNING FOR THE SAME to a point at the intersection of the division line between the lands of Albert Hickman et ux. (see C.W.C. 64/161) and the lands of DeMoss Lands LLC (see S.M. 27/96) with the easternmost side of Maryland Route 313, on the current Town Boundary line of Barclay, MD. As shown on a plat entitled "Annexation Plat of The Town of Barclay" dated 3-23-19, prepared by Extreme Measures, LLC, attached hereto and intended to be recorded herewith.

THENCE, leaving the current Town Boundary Line of Barclay, MD and the easternmost side of said road and binding on the division line between the Hickman lands, lands of Turner Farm LLC (see S.M. 2072/288) and the aforementioned DeMoss lands, crossing the lands of Maryland Department of Transportation (Railroad - 66' wide), S 71°29'44" E, a distance of 2532.41' to a point at the intersection of the division line between the Turner Farm lands, lands of Charles D. Story et ux. (see M.W.M. 226/634) and the DeMoss lands.

THENCE, leaving the Turner Farm lands and binding on the division line between the Story lands and the DeMoss lands, S 18°46'53" W, a distance of 2543.55' to a point in the right-of-way of Maryland Route 302, on the current Town Boundary Line of Barclay, MD.

THENCE, binding on the current Town Boundary Line of Barclay, MD the following twelve (12) courses and distances: thence, running across the lands of David Semans et ux. (see S.M. 931/29) and the aforementioned Demoss lands the following two (2) courses and distances: N 17°42'20" W, a distance of 1605.11' to a point and N 73°42'20" W, a distance of 235.96' to a point on a curve on the westernmost side of the aforementioned lands of Maryland Department of Transportation. Thence, binding on the westernmost side of the Maryland Department of Transportation lands with the arc of a non-tangent curve to the right an arc length of 441.69' to a point. Said curve having a radius length of 2819.91', and being scribed by a chord bearing of S 09°34'36" W, and a chord length of 441.24'. Thence, leaving the Maryland Department of Transportation lands and running across the aforementioned DeMoss lands, lands of Sterling



Walbert Jr. et ux. (see M.W.M. 157/53) and the lands of Wanda Weale (see S.M. 2591/488), S 77°28'00" W, a distance of 400.30' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, binding on the easternmost side of Maryland Route 313, the following three (3) courses and distances: N 12°03'49" W, a distance of 134.58' to a point, N 77°56'11" E, a distance of 20.00' to a point and N 12°03'49" W, a distance of 1358.29' to a point at the intersection of the division line between the lands of Marilyn W. Morris et al. (see S.M. 1690/529) and the aforementioned DeMoss lands. Thence leaving the easternmost side of Maryland Route 313 and binding on the division line between the Morris lands and the DeMoss lands the following three (3) courses and distances: N 86°39'57" E, a distance of 143.52' to a point, N 12°04'03" W, a distance of 138.00' to a point and S 86°39'57" W, a distance of 143.51' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, leaving the Morris lands and binding on the easternmost side of Maryland Route 313 the following two (2) courses and distances: N 12°03'49" W, a distance of 199.80' to the beginning point of a curve, thence with the arc of a curve to the right an arc length of 347.00' to the place of beginning. Said curve having a radius of 1869.86' and being scribed by a chord bearing of N 06°44'50" W, and a chord length of 346.50'. Containing in all 83.279 acres of land more or less, as described by Extreme Measures Land Surveyors in March 2019.

TOWN OF BARCLAY, MARYLAND

ANNEXATION PLAN

_____, 2019

WHEREAS, DeMoss Lands, LLC and David and Barbara Semans, (“Petitioner”) filed a Petition for Annexation with regard to certain property contiguous and adjoining to the boundary of the Town of Barclay, comprised of 83.279 acres, more or less, and shown on a plat by Extreme Measures Land Surveyors dated 3/23/19 and entitled “Annexation Plat of The Town of Barclay, First Election District, Queen Anne’s County, Maryland, Prepared for: Brian DeMoss”.

WHEREAS, on the ____ day of _____, 2019, the Commissioners of Barclay, Maryland (“the Town”) introduced a resolution proposing the municipal annexation requested by Petitioner.

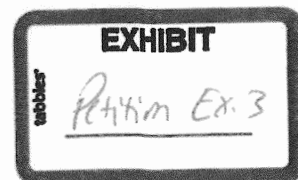
A. Introduction

This Annexation Plan has been prepared by the Town, in cooperation with Petitioners, pursuant to Title 4, Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

B. Land Use Pattern for the Annexation Property

(1) The Annexation Property is located on the northern and eastern boundary of the Town. The Annexation Property is more particularly described on a plat entitled “Annexation Plat of The Town of Barclay, First Election District, Queen Anne’s County, Maryland, Prepared for: Brian DeMoss” which is attached to Annexation Resolution No. _____ as Exhibit 1. The Annexation Property is shown on Queen Anne’s County Tax Map 18 as part of Parcels 24 and 57 and Tax Map 24 as parts of Parcels 155 and 52.

(2) The Annexation Property is located adjacent to, and southeast of, the existing municipal limits of the Town. Agricultural use is conducted on the lands north, east and south of the Annexation Property. The lands of DeMoss Lands, LLC are adjacent to an existing Light Industrial “I” zone utilized by the business of Chesapeake Burial Vaults, a Light Industrial use. It is anticipated that the Annexed Property will be utilized by DeMoss Lands, LLC to expand this business operation. The lands of David and Barbara Semans are part of an existing residential lot zoned Single Family Residence “R”. The Annexation Property is designated as a “Growth Area” according to the Town’s Comprehensive Plan and the Town’s Municipal Growth Element. The Annexation Property is currently



zoned Agricultural (AG) District under the Queen Anne's County Zoning Ordinance. Upon Annexation into the Town, the Annexation Property shall be classified under the Town Zoning Ordinance as follows:

- (i) The lands of the DeMoss Lands, LLC, Tax Map 18, part of Parcels 24 and 57 and Tax Map 24 part of Parcel 155, shall be zoned "I" Light Industrial.
- (ii) The lands of David and Barbara Semans, Tax Map 24, part of Parcel 52, shall be zoned "R", Single Family Residence District.

C. Availability of Land for Public Facilities

The Annexation Property contains sufficient land for such public facilities as may be required as a result of its annexation and proposed initial development. The Commissioners of Barclay, Maryland require that all necessary infrastructure and improvements, including, but not limited to road systems, stormwater management systems, and sewer systems expansion and/or extensions and utility delivery systems, and all other facilities necessary to serve the residents, users and occupants of the Annexation Property, shall be installed in accordance with sound engineering principles, and shall be subject to location, design, and construction approvals by the professional consultants employed by the Town.

D. Municipal Sewer

(1) Sewer services necessary to meet the utility service requirements of the Annexation Property will be extended to the Annexation Property at the time of its development or as otherwise agreed by the Town and the Petitioner. Such expansions and/or extensions of the sewer and/or water systems to any portion of the Annexation Property will be at the expense of the property owner(s) in accordance with Town tariffs, rates and regulations in effect at the time of extension or expansion, as more particularly set forth in one or more public works agreements by and between the Petitioner and the Town.

The Town currently has or will have sufficient sewer capacity to accommodate reasonable development of the property of DeMoss Lands, LLC and to serve the existing dwelling on the property of David and Barbara Semans.

E. Other Town Services

(1) Emergency Service. The Sudlersville Volunteer Fire Department presently provides fire protection and emergency medical services to the Annexation Property. Queen Anne's County also provides emergency medical

services. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.

(2) Police Service. The Annexation Property is presently served by the Queen Anne's County Sheriff's Office and the Maryland State Police for purposes of police protection. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.

(3) Street Maintenance. The portion of the Annexation Property belonging to David and Barbara Semans is located off of Maryland Route 302, which is maintained and improved by the State of Maryland. The portions of the Annexation Property belonging to DeMoss Lands, LLC are located off of Railroad Avenue which is maintained and improved by the Town of Barclay and Maryland Route 313 which is maintained and improved by the State of Maryland.

(4) Refuse Collection. The Town presently offers refuse collection and intends to continue the same following annexation.

F. Notification

A copy of this Annexation Plan shall be provided to the governing body of Queen Anne's County, the Department of Planning and any regional or State planning agency with jurisdiction in Queen Anne's County at least 30 days prior to the public hearing on the Annexation Resolution.

**COMMISSIONERS OF BARCLAY,
MARYLAND**

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") made this _____ day of _____, 2019, by **COMMISSIONERS OF BARCLAY, MARYLAND**, a Maryland municipal corporation, ("Town") and **DEMOSS LANDS, LLC**, a Maryland limited liability company and **DAVID SEMANS AND BARBARA SEMANS**, (hereinafter referred to as "Owner").

RECITALS

WHEREAS, DeMoss Lands, LLC and David Semans and Barbara Semans are the owners of certain tracts of land containing 83.279 acres of land, more or less lying contiguous to the northern and eastern corporate boundaries of the Town. The tracts of land are hereinafter referred to as the "Annexation Property" or "Property". The Annexation Property is more particularly described on a plat prepared by Extreme Measures Land Surveyors, dated 3/23/19 which is attached to the Petition for Annexation submitted by DeMoss Lands, LLC and David and Barbara Semans and incorporated herein as "Exhibit 1".

WHEREAS, the Town is concerned with the future use and development of land lying to the south of its boundaries and wishes to exercise control over such use and development through the means of annexing the same; and

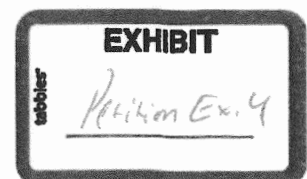
WHEREAS, the Annexation Property consists of a total of 83.279 acres of land, more or less, adjacent to and contiguous with the present boundary of the Town, and is the property proposed for annexation in the Petition for Annexation; and

WHEREAS, the Owner is agreeable to and consents to the annexation by the Town of the Annexation Property; and

WHEREAS, the Owner has engaged in an exchange with the Town about the development of the Property in a manner that is consistent with the State's Smart Growth initiative, the Queen Anne's County Comprehensive Plan and the Town's Comprehensive Plan.

WHEREAS, Annexation Resolution No. _____ (the "Resolution") proposing the annexation of the Property into the Town was introduced by the Commissioners on _____, 2019 and a public hearing regarding said Resolution was held on _____, 2019, and

WHEREAS, the Town believes the annexation of the Property into the Town desirable so long as the terms and conditions of this Agreement are met.



NOW, THEREFORE, in consideration of the mutual promises and covenants, the mutual promises and covenants contained herein, the sufficiency of which is expressly acknowledged, the Parties mutually agree as follows:

Section 1. Land Use and Zoning. Owner shall develop the Annexation Property in compliance with all zoning regulations and according to site plans approved by the Planning Commission. The Town's intended zoning classification of the Annexed Property is Light Industrial "I" (the lands of DeMoss Lands, LLC) and Single Family Residential "R" (the lands of David and Barbara Semans). All statutory requirements for the zoning of the Annexation Property shall be satisfied, including, but not necessarily limited to, the prior review and recommendations of the Barclay Planning Commission.

Section 2. Conditions. This Agreement is contingent in its entirety upon successful and final annexation of the Property into the Town of Barclay in accordance with Title 4, Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

Section 3. Use Restrictions, Design Standards and Land Dedications. Owner agrees that if the Property is annexed it will work with the Town to develop the Property in accordance with the Town's intention that the Property to be annexed have the zoning classification, as amended from time to time, or to develop the Annexation Property pursuant to a change in zoning classification provided any such change is authorized by law.

Section 4. Public Facilities, Infrastructure and Contributions.

(a) The Town and Owner may enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of sewer system improvements and stormwater facilities to serve the Annexation Property. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town. Said PWA(s) shall be in a form acceptable to the Town Attorney.

(b) Town services are expected to be available upon annexation, subject to compliance with the conditions of the Annexation Resolution and this Agreement. Sanitary sewer service will be contingent upon (i) available capacity, (ii) approval of an improvements construction plan, (iii) the payment to the Town by Owner of all required fees and charges, and (iv) the completion of the construction necessary to so serve the Property. Services not currently available will be extended to the Annexation Property in accordance with the aforesaid documents.

(c) Owner shall be charged all standard user fees including, but not

limited to, sewer, water, garbage, building permits impact fees and will pay standard assessments (connection fees) for sewer, all of which fees shall be due and payable at the time of building permit issuance.

(d) Owner agrees to cover the reasonable costs incurred by the Town to review and evaluate the Annexation proposal.

Section 5. Easements and Rights-of-Ways. Owner and Town agree to grant to the other upon request, at no cost, rights-of-way or easements over their respective property in the event that such rights-of-way or easement shall be necessary for the installation, maintenance, replacement and/or removal of infrastructure related to any development on the Property, including without limitation, roads, utility lines, and drainage improvements. If the Owner is unable to obtain off-site easements and rights-of-way as may be necessary for the development of the Property, Town agrees to assist Owner, solely at the expense of Owner, in obtaining such easements and rights-of-way.

Section 6. Exhibits Incorporated by Reference.

Exhibit A – Petition for Annexation and Plat attached thereto, showing proposed annexation.

Exhibit B – Metes and Bounds Description of the Annexation Property.

Exhibit C – Annexation Resolution No. _____

Section 7. Other Provisions.

(a) Applicable Law. It is the intention of the parties that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

(b) Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(c) Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefits of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property and the successors and assigns of Owner, it being expressly understood and agreed that Owner may assign their benefits, rights, duties and obligations hereunder either as part of the conveyance of the Annexation Property as an entirety or severally as part of the conveyance of portions of the Annexation Property.

(f) Recording. This Agreement shall be recorded among the Land Records of Queen Anne's County, Maryland at the Owner's expense.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained.

(i) Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution.

(j) Notices. Any notice to be given or served hereunder or under any documents or instrument executed pursuant hereto shall be in writing and shall be: (a) delivered personally, with a receipt requested therefore; or (b) sent by telecopy facsimile; or (c) sent by a recognized overnight courier service; or (d) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective: (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service; or (c) two (2) business days after deposit in the mails, if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by United States, certified or registered mail.

If to Town:

Commissioners of Barclay, Maryland
P.O. Box 39
1602 Barclay Road
Barclay, MD 21607

With a copy to: Patrick W. Thomas, Esquire
210 South Cross Street
Suite 101
Chestertown, MD 21620

If to Owner: DeMoss Lands, LLC
110 Railroad Avenue
Barclay, MD 21607

With a copy to: Patrick E. Thompson, Esquire
102 St. Claire Place, Suite 2
Stevensville, MD 21666

(k) Time. Time is of the essence of this Agreement and of each and every provision thereof.

(l) No Contra Proferentem. This Agreement is the product of arms' length negotiations between the parties and their respective counsel and representatives and none of the parties shall be deemed to be the drafter of this Agreement or of any provisions of this Agreement; nor shall any part of this Agreement be construed against any party on the basis that such party drafted all or a portion of this Agreement.

Section 8. Costs of Proceedings. Owner agrees that it shall reimburse the Town for all reasonable costs it incurs as a result of the review and proceedings associated with the Petition for Annexation including, but not limited to, advertising costs, professional consultants and reasonable attorney's fees. Owner shall be responsible for such related costs whether or not said annexation is approved by the Town at large; it being understood by Owner that the Town does not in any way guarantee said annexation. Furthermore, Owner understands and agrees that should it abandon its Petition for Annexation for any reason Owner shall nevertheless be responsible for all costs, expenses and miscellaneous charges related to said annexation incurred by the Town up to the point of abandonment by Owner and a reasonable time thereafter as needed to terminate and close out the matter.

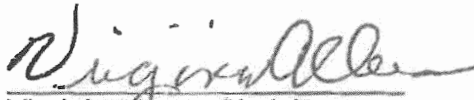
IN WITNESS WHEREOF, the parties have executed and sealed this Annexation Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

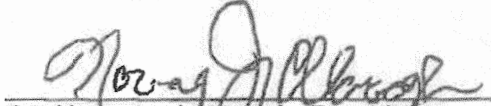
to said annexation incurred by the Town up to the point of abandonment by the Owners and a reasonable time thereafter as needed to terminate and close out the matter.

IN WITNESS WHEREOF, the parties have executed and sealed this Annexation Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

WITNESS:

COMMISSIONERS OF BARCLAY, MARYLAND


Virginia Albers, Clerk-Treasurer

 (SEAL)
By: Norman J. Clough, President

Date: June 19, 2019

DEMOSS LANDS, LLC

By: Brian DeMoss, Authorized Member (SEAL)

Date: _____

David Semans (SEAL)

Barbara Semans (SEAL)

Date: _____

WITNESS:

COMMISSIONERS OF BARCLAY,
MARYLAND

Date: _____

DEMOSS LANDS, LLC

Linda Crossley

Brian DeMoss
By: Brian DeMoss
Authorized Member

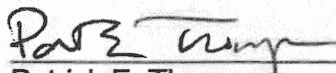
Date: _____

David Semans
David Semans

Barbara Semans
Barbara Semans

Date: _____

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly authorized to practice before the Court of Appeals of Maryland.



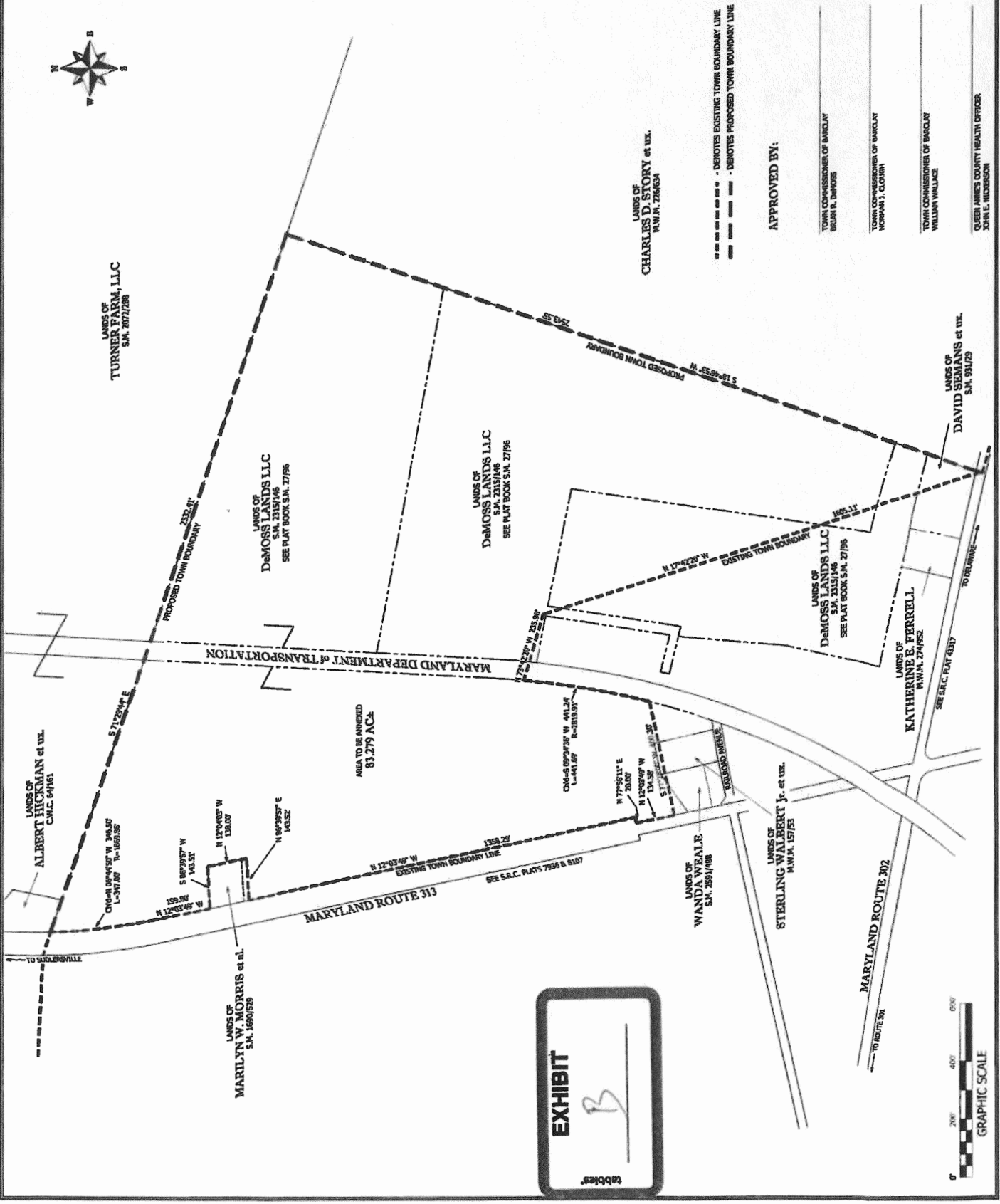
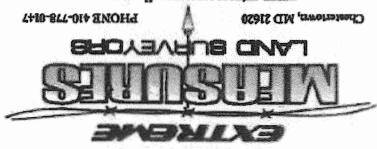
Patrick E. Thompson

THE TOWN OF BARCLAY

FIRST ELECTION DISTRICT, QUEEN ANNES COUNTY, MARYLAND
 PREPARED FOR: BRIAN DAMOSS
 TAX MAP 18, PARCEL 24

ANNEXATION PLAT

SCALE
DATE
BY
REVISIONS



LANDS OF
 CHARLES D. STORY et ux.
 M.W.M. 281624

--- DENOTES EXISTING TOWN BOUNDARY LINE
 - - - DENOTES PROPOSED TOWN BOUNDARY LINE

APPROVED BY:

- TOWN COMMISSIONER OF BARCLAY
BRIAN R. DAMOSS
- TOWN COMMISSIONER OF BARCLAY
NICHOLAS T. CLOERN
- TOWN COMMISSIONER OF BARCLAY
WILLIAM WALLACE
- QUEEN ANNES COUNTY HEALTH OFFICER
JOHN E. HICKSON

EXHIBIT
 B





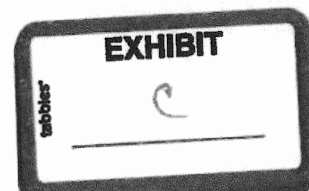
March 29, 2019
DESCRIPTION OF 83.279 ACRES OF LAND MORE OR LESS
FIRST ELECTION DISTRICT, QUEEN ANNES COUNTY, MARYLAND

BEGINNING FOR THE SAME to a point at the intersection of the division line between the lands of Albert Hickman et ux. (see C.W.C. 64/161) and the lands of DeMoss Lands LLC (see S.M. 27/96) with the easternmost side of Maryland Route 313, on the current Town Boundary line of Barclay, MD. As shown on a plat entitled "Annexation Plat of The Town of Barclay" dated 3-23-19, prepared by Extreme Measures, LLC, attached hereto and intended to be recorded herewith.

THENCE, leaving the current Town Boundary Line of Barclay, MD and the easternmost side of said road and binding on the division line between the Hickman lands, lands of Turner Farm LLC (see S.M. 2072/288) and the aforementioned DeMoss lands, crossing the lands of Maryland Department of Transportation (Railroad - 66' wide), S 71°29'44" E, a distance of 2532.41' to a point at the intersection of the division line between the Turner Farm lands, lands of Charles D. Story et ux. (see M.W.M. 226/634) and the DeMoss lands.

THENCE, leaving the Turner Farm lands and binding on the division line between the Story lands and the DeMoss lands, S 18°46'53" W, a distance of 2543.55' to a point in the right-of-way of Maryland Route 302, on the current Town Boundary Line of Barclay, MD.

THENCE, binding on the current Town Boundary Line of Barclay, MD the following twelve (12) courses and distances: thence, running across the lands of David Semans et ux. (see S.M. 931/29) and the aforementioned Demoss lands the following two (2) courses and distances: N 17°42'20" W, a distance of 1605.11' to a point and N 73°42'20" W, a distance of 235.96' to a point on a curve on the westernmost side of the aforementioned lands of Maryland Department of Transportation. Thence, binding on the westernmost side of the Maryland Department of Transportation lands with the arc of a non-tangent curve to the right an arc length of 441.69' to a point. Said curve having a radius length of 2819.91', and being scribed by a chord bearing of S 09°34'36" W, and a chord length of 441.24'. Thence, leaving the Maryland Department of Transportation lands and running across the aforementioned DeMoss lands, lands of Sterling



Walbert Jr. et ux. (see M.W.M. 157/53) and the lands of Wanda Weale (see S.M. 2591/488), S 77°28'00" W, a distance of 400.30' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, binding on the easternmost side of Maryland Route 313, the following three (3) courses and distances: N 12°03'49" W, a distance of 134.58' to a point, N 77°56'11" E, a distance of 20.00' to a point and N 12°03'49" W, a distance of 1358.29' to a point at the intersection of the division line between the lands of Marilyn W. Morris et al. (see S.M. 1690/529) and the aforementioned DeMoss lands. Thence leaving the easternmost side of Maryland Route 313 and binding on the division line between the Morris lands and the DeMoss lands the following three (3) courses and distances: N 86°39'57" E, a distance of 143.52' to a point, N 12°04'03" W, a distance of 138.00' to a point and S 86°39'57" W, a distance of 143.51' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, leaving the Morris lands and binding on the easternmost side of Maryland Route 313 the following two (2) courses and distances: N 12°03'49" W, a distance of 199.80' to the beginning point of a curve, thence with the arc of a curve to the right an arc length of 347.00' to the place of beginning. Said curve having a radius of 1869.86' and being scribed by a chord bearing of N 06°44'50" W, and a chord length of 346.50'. Containing in all 83.279 acres of land more or less, as described by Extreme Measures Land Surveyors in March 2019.

COMMISSIONERS OF BARCLAY, MARYLAND

ANNEXATION PLAN

July 17, 2019

WHEREAS, DeMoss Lands, LLC and David and Barbara Semans, (collectively, the "Petitioners") filed a Petition for Annexation with regard to certain property (collectively, the "Annexation Properties") contiguous and adjoining to the boundary of the Town of Barclay (the "Town"), comprised of 83.279 acres, more or less, and shown on a plat by Extreme Measures Land Surveyors dated 3/23/19 and entitled "Annexation Plat of The Town of Barclay, First Election District, Queen Anne's County, Maryland, Prepared for Brian DeMoss Tax Map 18, Parcel 24".

WHEREAS, on the 19th day of June, 2019, the Commissioners of Barclay, Maryland (the "Commission") introduced Annexation Resolution No. 2019-01 proposing the municipal annexation requested by Petitioners.

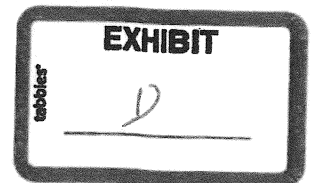
A. Introduction

This Annexation Plan has been prepared by the Town, in cooperation with Petitioners, pursuant to Title 4, Subtitle 4 of the Local Government Article of the Annotated Code of Maryland. All persons within the area proposed to be annexed shall obtain, or be entitled to obtain, existing services within the Town in accordance with the conditions contained in Annexation Resolution No. 2019-01 and the Annexation Agreement between the Petitioners and the Town.

B. Land Use Pattern for the Annexation Properties

(1) The Annexation Properties consist of portions of five parcels of real property located on the northern and eastern boundaries of the Town more particularly described as follows: Parcel 24, Tax Map 18, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 1"); Parcel 57, Tax Map 18, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 2"); Parcel 155, Tax Map 24, owned by DeMoss Lands, LLC (the "DeMoss Lands Property 3"); and Parcel 52, Tax Map 24, owned by David Semans and Barbara Semans (the "Semans Property"); and a portion of the former right-of-way of the Penn Central Railroad now owned by the State of Maryland to the use of the Maryland Department of Transportation (the "Railroad Property")

(2) The Annexation Properties are shown and described on a plat prepared by Extreme Measures Land Surveyors dated March 23, 2019 and entitled "Annexation Plat of The Town of Barclay, First Election District, Queen Anne's County, Maryland, Prepared for: Brian DeMoss Tax Map 18, Parcel 24," which is attached hereto and incorporated herein by reference as Exhibit A. The Annexation Properties are also described by a metes and bounds description prepared by Extreme Measures Land Surveyors dated March 29, 2019 and entitled "Description of 83.279 Acres of Land More or Less First



Election District Queen Anne's County, Maryland," which is attached hereto and incorporated herein by reference as Exhibit B.

(3) The Annexation Properties are located adjacent to the existing municipal limits of the Town. Agricultural use is conducted on the lands north and east of the Annexation Properties. The DeMoss Lands Properties 1, 2, and 3 are adjacent to an existing Light Industrial "I" zone utilized by the business of Chesapeake Burial Vaults, a Light Industrial use. It is anticipated that the DeMoss Lands Properties 1, 2, and 3 will be utilized by DeMoss Lands, LLC to expand this business operation. The Semans Property is part of an existing residential lot owned by David and Barbara Semans zoned Residential "R". The Railroad Property is a right-of-way improved with railroad tracks. The Annexation Properties are designated as a "Growth Area" according to the Town's Comprehensive Plan and the Town's Municipal Growth Element. The Annexation Properties are currently zoned Agricultural (AG) District under the Queen Anne's County Zoning Ordinance. Upon annexation into the Town, the Annexation Properties shall be classified under the Town Zoning Ordinance as follows:

(i) The DeMoss Lands Properties 1, 2, and 3 and the Railroad Property shall be zoned shall be zoned Light Industrial "I." The intent of the Light Industrial "I" Zoning District is to provide for a range of light industrial uses that are compatible with adjacent uses to the extent that any adverse effects on health, safety, welfare, or the environment are avoided.

(ii) The Semans Property shall be zoned Residential "R." The intent of the Residential "R" Zoning District, also referred to in the Town's Zoning Ordinance as the "R' Single-Family Residential" Zoning District, is to provide for single-family or two-family, low-population density residential development together with such buildings, schools, churches, facilities, and accessory uses as may be necessary or are normally compatible with residential surroundings.

C. Availability of Land for Public Facilities

The Annexation Properties contain sufficient land for such public facilities as may be required as a result of their annexation and proposed initial development. The Commission requires that all necessary infrastructure and improvements, including, but not limited to road systems, stormwater management systems, sewer systems expansions and/or extensions, utility delivery systems, and all other facilities necessary to serve the residents, users, and occupants of the Annexation Properties, shall be installed in accordance with sound engineering principles, and shall be subject to location, design, and construction approvals by the professional consultants employed by the Town.

D. Municipal Water and Sewer

(1) The Town does not currently provide public water service.

(2) Sewer services necessary to meet the utility service requirements of the Annexation Properties will be extended to the Annexation Properties at the time of their development or as otherwise agreed by the Town and the Petitioners, contingent upon:

(i) available capacity;

(ii) approval of an improvements construction plan;

(iii) the payment to the Town by the Petitioners of all required fees and charges; and

(iv) the completion of the construction necessary to so serve the Annexation Properties. Such expansions and/or extensions of the sewer and/or water systems to any portion of the Annexation Properties will be at the expense of the applicable Petitioner in accordance with Town tariffs, rates, and regulations in effect at the time of extension or expansion, as more particularly set forth in one or more public works agreements by and between such Petitioner and the Town.

(2) The Town currently has or will have sufficient sewer capacity to accommodate reasonable development of the DeMoss Lands Properties 1, 2, and 3 and to serve the existing dwelling on the Semans Property.

E. Other Town Services

(1) Emergency Service. The Sudlersville Volunteer Fire Department presently provides fire protection and emergency medical services to the Annexation Properties. Queen Anne's County also provides emergency medical services. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.

(2) Police Service. The Annexation Properties are presently served by the Queen Anne's County Sheriff's Office and the Maryland State Police for purposes of police protection. Such services will continue after annexation, using existing personnel and equipment, at the same or similar level of service now being provided.

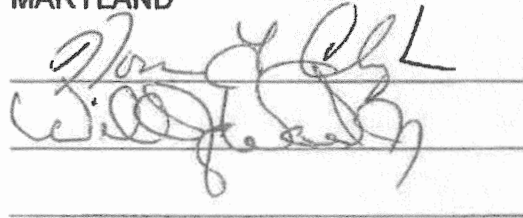
(3) Street Maintenance. The Semans Property is located off of Maryland Route 302, which is maintained and improved by the State of Maryland. The DeMoss Lands Properties 1, 2, and 3 are located off of Railroad Avenue which is maintained and improved by the Town of Barclay and Maryland Route 313 which is maintained and improved by the State of Maryland.

(4) Refuse Collection. The Town presently offers refuse collection and intends to continue the same following annexation.

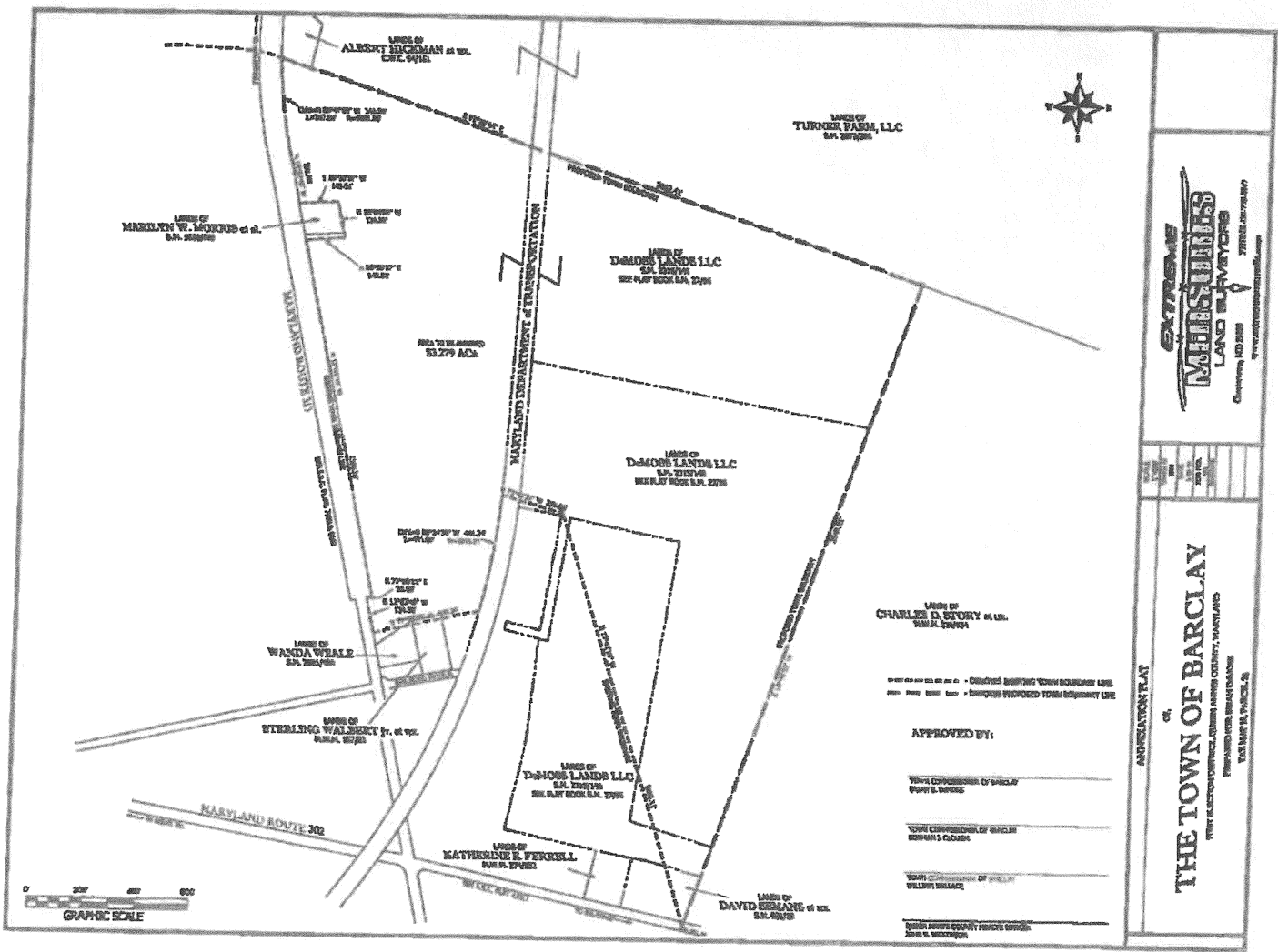
F. Notification

A copy of this Annexation Plan shall be provided to the governing body of Queen Anne's County, the Maryland Department of Planning, and any regional or State planning agency with jurisdiction in Queen Anne's County at least 30 days prior to the public hearing on Annexation Resolution No. 2019-01.

COMMISSIONERS OF BARCLAY,
MARYLAND



Two handwritten signatures are written over two horizontal lines. The top signature is more legible and appears to be "Ronald L.". The bottom signature is more cursive and less legible.



EXTREME
METRICS
LAND SURVEYORS
 Company, INC. 30302
 30302

THE TOWN OF BARCLAY
 FROM ELECTORAL DISTRICT, CALVERT AND MARYLAND
 COUNTY, MARYLAND
 THE TOWN OF BARCLAY, MD

EXHIBIT
A



March 29, 2019
DESCRIPTION OF 83.279 ACRES OF LAND MORE OR LESS
FIRST ELECTION DISTRICT, QUEEN ANNES COUNTY, MARYLAND

BEGINNING FOR THE SAME to a point at the intersection of the division line between the lands of Albert Hickman et ux. (see C.W.C. 64/161) and the lands of DeMoss Lands LLC (see S.M. 27/96) with the easternmost side of Maryland Route 313, on the current Town Boundary line of Barclay, MD. As shown on a plat entitled "Annexation Plat of The Town of Barclay" dated 3-23-19, prepared by Extreme Measures, LLC, attached hereto and intended to be recorded herewith.

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Walbert Jr. et ux. (see M.W.M. 157/53) and the lands of Wanda Weale (see S.M. 2591/488), S 77°28'00" W, a distance of 400.30' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, binding on the easternmost side of Maryland Route 313, the following three (3) courses and distances: N 12°03'49" W, a distance of 134.58' to a point, N 77°56'11" E, a distance of 20.00' to a point and N 12°03'49" W, a distance of 1358.29' to a point at the intersection of the division line between the lands of Marilyn W. Morris et al. (see S.M. 1690/529) and the aforementioned DeMoss lands. Thence leaving the easternmost side of Maryland Route 313 and binding on the division line between the Morris lands and the DeMoss lands the following three (3) courses and distances: N 86°39'57" E, a distance of 143.52' to a point, N 12°04'03" W, a distance of 138.00' to a point and S 86°39'57" W, a distance of 143.51' to a point on the easternmost side of the aforementioned Maryland Route 313. Thence, leaving the Morris lands and binding on the easternmost side of Maryland Route 313 the following two (2) courses and distances: N 12°03'49" W, a distance of 199.80' to the beginning point of a curve, thence with the arc of a curve to the right an arc length of 347.00' to the place of beginning. Said curve having a radius of 1869.86' and being scribed by a chord bearing of N 06°44'50" W, and a chord length of 346.50'. Containing in all 83.279 acres of land more or less, as described by Extreme Measures Land Surveyors in March 2019.

PUBLIC NOTICES
PROTECTING
Your Right to Know

ORLANDS PC
 1602 VILLAGE MARKET BLVD. SE, SUITE 310
 LEESBURG, VA 20175
 703-777-7101

**SUBSTITUTE TRUSTEES' SALE
 OF IMPROVED REAL PROPERTY**
 245 Duke Of Kent Street
 Chestertown , MD 21620

Under a power of sale contained in a Deed of Trust from ANDREW MACSORLEY, dated February 24, 2013 and recorded in Liber 2207, folio 487 among the Land Records of QUEEN ANNE'S COUNTY, MD, default having occurred thereunder (Foreclosure Case docketed as Case No.C17CV19000014; Tax ID No.02-020602) the Sub. Trustees will sell at public auction at the QUEEN ANNE'S COUNTY COURTHOUSE, located at 100 COURTHOUSE SQUARE, CENTREVILLE, MD 21617, on

JULY 16, 2019 at 11:30 AM

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in QUEEN ANNE'S COUNTY, MD and more fully described in above referenced Deed of Trust.

The property will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any and with no warranty of any kind.

Terms of Sale: A deposit \$22,700.00 will be required at the time of sale, such deposit to be in CERTIFIED CHECK OR BY CASHIER'S CHECK, CASH WILL NOT BE ACCEPTED. Balance of the purchase price to be paid in cash within ten days of final ratification of sale by the Circuit Court for QUEEN ANNE'S COUNTY. Time is of the essence as to the purchaser. If the purchaser defaults, the deposit shall be forfeited and the property shall be resold at the purchaser's risk and expense. The purchaser waives personal service and accepts service by first class mail and certified mail addressed to the address provided by said Purchaser as identified on the Memorandum of Sale for any Motion or Show Cause Order incident to this sale including a Motion to Default Purchaser and for Resale of the Property. In the event of a resale, the defaulting purchaser shall not be entitled to receive any benefit from the resale, including, but not limited to, additional proceeds or surplus which may arise therefrom. Interest to be paid on the unpaid purchase money at the rate pursuant to the Deed of Trust Note from the date of sale to the date funds are received by the Substitute Trustees. There will be no abatement of interest in the event additional funds are tendered at the time of sale or any time prior to settlement or if the settlement is delayed for any reason. In the event that the Secured Party executes a forbearance agreement with the borrower(s) described in the above-mentioned Deed of Trust, or allows the borrower(s) to excuse their right to reinstate or payoff the subject loan, prior to the sale, with or without the Substitute Trustee's prior knowledge, this Contract shall be null and void and of no effect, and the Purchaser's sole remedy shall be the return of the deposit without interest. Purchaser shall pay for documentary stamps, transfer taxes and settlement expenses. Taxes, ground rent, water rent, condominium fees and/or homeowner association dues, all public charges/assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if applicable, shall be adjusted to the date of sale and assumed thereafter by the purchaser. Purchaser shall be responsible for obtaining physical possession of the property. Purchaser assumes the risk of loss or damage to the property from the date of sale forward. If the Substitute Trustee(s) are unable to convey insurable title for any reason, the purchaser(s) sole remedy in law or equity shall be limited to a refund of the aforementioned deposit without interest. In the event the sale is not ratified for any reason, the Purchaser's sole remedy, at law or equity, is the return of the deposit without interest. (File # 584418)

JAMES E. CLARKE,
HUGH J. GREEN,
CHRISTINE M. DREXEL,
BRIAN THOMAS,
SUBSTITUTE TRUSTEES

Harvey West Auctioneers, LLC.
 300 E. Joppa Rd
 Hampton Plaza-Suite 1103
 Baltimore, MD 21285
 www.hwestauctions.com
 410-769-9797
 RO 6/28/17/512 2855842

**IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY, MARYLAND**
 Case No. C-17-CV-19-000052

**Mark S. Devan, et al
 as Substituted Trustees**

VS.

Melissa Rheol

NOTICE

Notice is hereby given this 7th day of June, 2019, by the Circuit Court for Queen Anne's County that the sale of the property being described in the above-mentioned proceeding, known as 1005 Grasonville Cemetery Road, Grasonville, MD 21638, made and reported by Mark S. Devan, Thomas P. Dora, Brian McNair, and Angela Neauta, Substituted Trustees, be ratified and confirmed, unless cause to the contrary be shown on or before the 12th day of July, 2019, provided that a copy of this Notice be inserted in some newspaper in Queen Anne's County, once in each of three successive weeks on or before the 12th day of July, 2019. The Report states the amount of sale to be \$104,100.00.

Katherine B. Hager
 Clerk of the Circuit Court for Queen Anne's County
 RO 6/28/17/512 2855728

Rosenberg & Associates, LLC
 4340 East West Highway, Suite 600
 Bethesda, MD 20814
 (301) 907-8000
 www.rosenberg-assoc.com

**SUBSTITUTE TRUSTEES' SALE
 OF IMPROVED REAL PROPERTY**

**2641 COX NECK RD.
 CHESTER, MD 21619**

Under a power of sale contained in a certain Deed of Trust from Charlotte Gray dated March 31, 2017 and recorded in Liber 2673, folio 8 among the Land Records of Queen Anne's County, MD, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Queen Anne's County, at the Court House Door, 200 N. Commerce Street, Centreville, MD 21617, on

AUGUST 2, 2019 AT 11:00 AM

ALL THAT FEE SIMPLE LOT OF GROUND, together with the buildings and improvements thereon situated in Queen Anne's County, MD and described as follows: All that lot or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District, more particularly set forth and shown on a plat entitled, "Resubdivision of Section 2A, Harbor View", by Purdum and Jaschke, Registered Engineers and Surveyors, dated May 20, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 48, Folio 163, said lot known and designated thereon as Lot No. 20, Block V, on Cox Neck Road, of Section 2A, Harbor View. Commonly known as: 2641 Cox Neck Road, Chester, MD 21619-2243. Tax ID #04-047257.

The property, which is improved by a dwelling, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$15,000 by cash or certified check. Balance of the purchase price to be paid in cash within ten days of final ratification of sale by the Circuit Court for Queen Anne's County. Interest to be paid on the unpaid purchase money at the rate pursuant to the Deed of Trust Note from the date of sale to the date funds are received in the office of the Sub. Trustees. There will be no abatement of interest in the event additional funds are tendered before settlement or if settlement is delayed for any reason. The noteholder shall not be obligated to pay interest if it is the purchaser. **TIME IS OF THE ESSENCE FOR THE PURCHASER.** Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, including water/sewer charges and ground rent, to be adjusted to date of sale and thereafter assumed by purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale forward. Cost of all documentary stamps, transfer taxes and settlement expenses shall be borne by the purchaser. Purchaser shall be responsible for obtaining physical possession of the property. Purchaser assumes the risk of loss or damage to the property from the date of sale forward. Additional terms to be announced at the time of sale.

If the Sub. Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law and equity shall be limited to a refund of the deposit without interest. If the purchaser fails to go to settlement, the deposit shall be forfeited, to the Trustees for application against all expenses, attorney's fees and the full commission on the sale price of the above-scheduled foreclosure sale. In the event of default, all expenses of this sale (including attorney's fees and the full commission on the gross sale price of this sale) shall be charged against and paid out of the forfeited deposit. The Trustees may then re-advertise and resell the property at the risk and expense of the defaulting purchaser or may avail themselves of any legal or equitable remedies against the defaulting purchaser without reselling the property. In the event of a resale, the defaulting purchaser shall not be entitled to receive the surplus, if any, even if such surplus results from improvements to the property by said defaulting purchaser and the defaulting purchaser shall be liable to the Trustees and secured party for reasonable attorney's fees and expenses incurred in connection with all litigation involving the property or the proceeds of the resale. Trustees' file number 72480.

Diane S. Rosenberg, Mark D. Meyer, et al., Substitute Trustees

ALEX COOPER AUCTS, INC.
 908 YORRK RD., TOWSON, MD 21284
 410-828-4838 www.alexcooper.com
 RO 7/12/19/26/6/2 2855268

The Town of Centreville
 101 Lawyers Row Centreville, MD 21617
 www.TownofCentreville.org
 Tel. 410-758-1180 Fax. 410-768-4741

PUBLIC NOTICE

UPCOMING ELECTION OF (1) COUNCIL MEMBER

This is to advise any Prospective Candidate for the Office of Town Council Member, to be voted on Monday, October 7, 2019 that he/she must personally appear at the Centreville Town Hall, and sign a Certificate of Nomination, as well as file a Financial Disclosure Statement, at any time until 4:00 p.m., on the first Monday in August (August 5, 2019.) Pursuant to the Town of Centreville Charter, no person shall file a Certificate of Nomination for more than one elective public office at any time.

Qualifications to be a Town Council Member are as follows:
 1) Candidate must be at least twenty-five (25) years of age;
 2) Candidate must have resided in the Town for at least two (2) years immediately preceding their election; and 3) Candidate shall be a registered voter of the Town of Centreville for at least six (6) months preceding their election.

All Certificates of Nomination and Financial Disclosure Statements must be filed in Town Hall at any time until 4:00 p.m., Monday, August 5, 2019, to be eligible for inclusion on the October 7, 2019 ballot.

**BY ORDER OF THE
 BOARD OF SUPERVISORS OF ELECTIONS**
 RO 7/12 2858927

**COMMISSIONERS OF BARCLAY, MARYLAND
 PUBLIC NOTICE**

Annexation Resolution No. 2019-01

Notice is hereby given by the Commissioners of Barclay, Maryland (the "Commission") that on June 19, 2019, Annexation Resolution No. 2019-01 (the "Annexation Resolution") was introduced during a regular meeting of the Commission proposing and recommending that the boundaries of the Town of Barclay (the "Town") be changed so as to annex and include within the boundaries of the Town all that certain area of land therein identified as:

Portions of five (5) parcels of real property consisting in the aggregate of 63,276 acres of land, more or less, contiguous and adjacent to the northern and eastern boundaries of the Town, and more particularly described as follows: Parcel 24, Tax Map 18, owned by DeMoss Lands, LLC; Parcel 57, Tax Map 18, owned by DeMoss Lands, LLC; Parcel 155, Tax Map 24, owned by DeMoss Lands, LLC; Parcel 52, Tax Map 24, owned by David Semans and Barbara Semans, and a portion of the former right-of-way of the Penn Central Railroad now owned by the State Maryland to the use of the Maryland Department of Transportation (collectively, the "Annexation Properties").

The Annexation Resolution was initiated by DeMoss Lands, LLC, David Semans, and Barbara Semans (the "Petitioners"), who collectively own more than twenty-five percent (25%) of the assessed valuation of the Annexation Properties.

Notice is further hereby given that the Commission will hold a public hearing on the Annexation Resolution and the annexation therein proposed and recommended on WEDNESDAY, AUGUST 21, 2019 at 7:00 p.m. at 101 Church Lane, Barclay, Maryland, and all interested persons are invited to attend the public hearing and present their views.

Conditions of the proposed annexation are as follows:

1. The Petitioners shall pay all fees and expenses in regard to the proposed annexation, including advertising, professional consultant, and legal expenses incurred by the Town;
2. The Petitioners intend to develop the Annexation Properties under their respective ownership and control in compliance with all zoning regulations and according to site plans approved by the Town's Planning Commission.
3. The Town will require that all necessary infrastructure and improvements, including, but not limited to, roads, rail access, storm water management, water distribution, and sewer collection systems and/or extensions and utility delivery systems, and all other facilities necessary to serve the proposed Annexation Properties shall be installed in accordance with sound engineering principles, and shall be subject to location, design, and construction approvals by the Commission, and at the expense of the Petitioners or the future owners and/or developers of the Annexation Properties.
4. Services will be available upon annexation, subject to compliance with the Annexation Resolution, any Annexation Agreement, and consistent with the Annexation Plan. Services not currently available will be extended to the Annexation Property in accordance with the aforesaid documents.

A copy of the Annexation Resolution more fully describing the properties proposed for annexation and the Annexation Plan are available for review in the Town Office, 1602 Barclay Road, Barclay, Maryland 21607, and may be obtained by contacting the Clerk-Treasurer at (410) 490-5881 during normal business hours.

COMMISSIONERS OF BARCLAY, MARYLAND
 Virginia Albers, Clerk-Treasurer
 RO 7/12/19/26/6/2 2855265

EXHIBIT

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- Mid-Shore Notices (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=1>)
- Public Notices Queen Anne's (</AdHunter/Chesapeake/StarDem/Home/Search?minorClass=14>)
- Notices (</AdHunter/Chesapeake/StarDem/Home/Search?minorClass=20>)
- Lost & Found (</AdHunter/Chesapeake/StarDem/Home/Search?minorClass=40>)
- Real Estate - Rental (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=300>)
- Real Estate - Sale (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=400>)
- Services (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=500>)
- Merchandise (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=600>)
- Transportation (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=800>)
- ***Business Dir*** (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=2000>)

- Home (</AdHunter/Chesapeake/StarDem>)
- / Mid-Shore Notices (</AdHunter/Chesapeake/StarDem/Home/Search?majorClass=1>)
- / Public Notices Queen Anne's (</AdHunter/Chesapeake/StarDem/Home/Search?minorClass=14>)
- / Annexation Resolution No. 2019-01 (</AdHunter/Chesapeake/StarDem/Home/Ad/2866553>)

Annexation Resolution No. 2019-01

Ad Text

COMMISSIONERS OF BARCLAY, MARYLAND PUBLIC NOTICE

Annexation Resolution No. 2019-01

Notice is hereby given by the Commissioners of Barclay, Maryland (the "Commission") that the public hearing on Annexation Resolution No. 2019-01 (the "Annexation Resolution") scheduled for WEDNESDAY, AUGUST 21, 2019 has been rescheduled for WEDNESDAY, SEPTEMBER 18, 2019 at 7:00 p.m. at 101 Church Lane, Barclay, Maryland, and all interested persons are invited to attend the public hearing and present their views.

The Annexation Resolution was introduced on June 19, 2019 during a regular meeting of the Commission and proposes and recommends that the boundaries of the Town of Barclay (the "Town") be changed so as to annex and include within the boundaries of the Town all that certain area of land therein identified as:

Portions of five (5) parcels of real property consisting in the aggregate of 83.279 (<http://83.279>) acres of land, more or less, contiguous and adjacent to the northern and eastern boundaries of the Town, and more particularly described as follows: Parcel 24, Tax Map 18, owned by DeMoss Lands, LLC; Parcel 57, Tax Map 18, owned by DeMoss Lands, LLC; Parcel 155, Tax Map 24, owned by DeMoss Lands, LLC; Parcel 52, Tax Map 24, owned by David Semans and Barbara Semans, and a portion of the former right-of-way of the Penn Central Railroad now owned by the State of Maryland to the use of the Maryland Department of Transportation (collectively, the "Annexation Properties").

The Annexation Resolution was initiated by DeMoss Lands, LLC, David Semans, and Barbara Semans (the "Petitioners"), who collectively own more than twenty-five percent (25%) of the assessed valuation of the Annexation Properties.

A copy of the Annexation Resolution more fully describing the properties proposed for annexation and the Annexation Plan are available for review in the Town Office, 1602 Barclay Road, Barclay, Maryland 21607, and may be obtained by contacting the Clerk-Treasurer at (410) 490-6370 during normal business hours.

COMMISSIONERS OF BARCLAY, MARYLAND
Virginia Albers, Clerk-Treasurer

RO 8/30 2866553

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Details

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