

ANNEXATION RESOLUTION 2019- 03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, PROPOSING THE ANNEXATION TO THE TOWN OF A CERTAIN AREA OF LAND SITUATE AND CONTIGUOUS TO AND ADJOINING UPON THE CORPORATE LIMITS OF THE TOWN OF BERLIN AND PROVIDING FOR THE CONDITIONS AND CIRCUMSTANCES APPLICABLE TO THE PROPOSED CHANGES IN THE BOUNDARY OF THE TOWN OF BERLIN.

WHEREAS, the Town of Berlin has received, in accordance with Section 4-401, *et seq.* of the Local Government Article of the Annotated Code of Maryland (the Code”), as amended, consent of the property owner of the land to be annexed, being contiguous to and adjoining upon the corporate limits of the Town of Berlin; and

WHEREAS, the Town of Berlin has furnished the affected property owner with its proposed “Terms and Conditions” of annexation as reflected in the Annexation and Development Agreement attached hereto as Exhibit “1” and incorporated herein by reference, which includes among other things the proposed provisions for the extension of municipal services to that area; and

WHEREAS, it is the intent of the Town of Berlin to comply with existing State law and to ensure there are no enclaves created with the current annexation; and

WHEREAS, it appears that the consents received meet all requirements of Maryland State Law under the Code, as amended;

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

SECTION A: It is hereby proposed and recommended that the boundaries of the Town of Berlin be changed so as to annex to, and include within said municipality, all that certain area of land, together with the improvements thereto, the property, contiguous to and adjoining upon the corporate limits of the Town of Berlin and more particularly described as follows:

Description of the lands of Athena Properties, Inc. (See Exhibit “A” and “B” of the “Annexation and Development Agreement” attached hereto and incorporated herein by reference).

SECTION B: Upon the effective date of annexation, all of the provisions of the Charter of the Town of Berlin and all Ordinances, Resolutions,

CLERK'S NOTATION
Document submitted for
record in a condition not
permitting satisfactory
photographic reproduction.

TOWN ADMIN 13 LEFT W/IN
TOWN OF BERLIN, MD
10 WILLIAM STREET
BERLIN, MD 21811

Rules and Regulations of the Town of Berlin in effect on said date shall apply to the property in the area to be annexed except as herein modified.

SECTION C: The annexation of said area is made subject to the terms and conditions of the Annexation and Development Agreement and this Resolution as follows:

1. POLICE PROTECTION – Police services of the Berlin Police Department shall be extended into the annexed area immediately upon the effective date of annexation.
2. TRASH COLLECTION – Owner acknowledges its obligation to pay for and provide regular trash collection in a manner consistent with Berlin Maryland Code of Ordinance. Trash collection is available from commercial solid waste management providers.
3. WATER SERVICE – Town of Berlin currently has water service available to the area to be annexed.
 - (a) The property owner will be allocated and pay “ready to serve fees” for five (5) EDU’s for the five (5) current lots making up the annexed property. The property owner has advised the property will be utilized for commercial development, with the First Phase estimated to use up to 6 EDU’s, to service the property. The Town will assess the property Owner “ready to serve fees” for the number of EDU’s needed to support the remainder of the development as they are allocated. Owner acknowledges that the payment of “ready to serve fees” guarantees access to that capacity and facilitates the purchase of EDU’s when needed for development. Owner further acknowledges that it understands the “ready to serve” process and has decided not to pay ready to serve fees on EDU’s beyond the requested number. Owner recognizes that water capacity may not be available for future development and assumes that risk. After one year of occupancy of the completed project, the Town will review the water usage at the property and adjust the number of EDU’s accordingly.
 - (b) All wells on the property must be abandoned and capped in accordance with the Town’s Wellhead Protection Program within six (6) months of annexation.
4. WASTEWATER SERVICE – The Town of Berlin currently has wastewater service available to the area to be annexed.

- (a) The property owner will be allocated and pay “ready to serve fees” for five (5) EDU’s for the five (5) current lots making up the annexed property. The property owner has advised the property will be utilized for commercial development, with the First Phase estimated to use up to 6 Equivalent Dwelling Units (EDU’s), to service the property. The Town will assess the property owner “ready to serve fees” for the number of EDU’s needed to support the development as they are allocated. Owner acknowledges that the payment of “ready to serve fees” guarantees access to that capacity and facilitates the purchase of EDU’s when needed for development. Owner further acknowledges that they understand the “ready to serve” process and has decided not to pay ready to serve fees on EDU’s beyond the requested number. Owner recognizes that wastewater capacity may not be available for future development and assumes that risk. After one year of occupancy of the completed project, the Town will review the wastewater usage at the property and adjust the number of EDU’s accordingly.

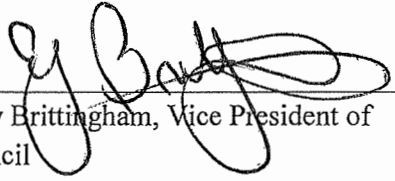
5. PAYMENT FOR EDU’S – The property owner’s payment for the cost of the Equivalent Dwelling Units (EDU’s) shall be subject to an Allocation Agreement(s) entered into between the Mayor and Council of the Town of Berlin and the Owner, as the EDU’s are allocated.

6. ZONING – The Annexed Property shall be zoned B-2 Shopping District under the Town of Berlin Zoning Ordinance, as identified on Exhibit “C” of the Annexation Agreement, and made a part of this document, with the consent of the Worcester County Commissioners.

7. VOTING RIGHTS – In the event that in the future, persons would reside in the annexed area, upon the effective date of annexation, those persons shall have the right to vote in all general and special elections of the Town of Berlin, subject to the same requirements applicable to all voters in the Town of Berlin.

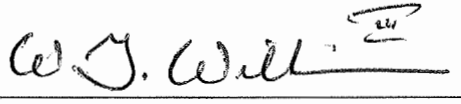
8. PROPERTY TAXES – All property in the newly annexed area shall upon the effective date of annexation be subject to the payments of taxes, real and personal, and shall further be subject to a lien for the nonpayment thereof, in the same manner and at the same rate as properties now within the existing Town limits are subject as of the effective date of this resolution. Such taxes shall become due and payable within ninety (90) days of annexation. Commencing with the fiscal year beginning July 1, 2019, all such taxes shall be billed and collected in the same manner as all other taxes in the Town of Berlin.

Adopted this 28th day of May, 2019, by the Mayor and the Town of Berlin, Maryland,
by affirmative vote of 4 to 1 opposed, with 0 abstaining.



Elroy Brittingham, Vice President of
Council

Adopted this 28th day of May, 2019, by the Mayor and the Town of Berlin.



Wm. Gee Williams, III, Mayor

EXHIBIT 1

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (hereinafter “Annexation Agreement”), is made on this ____ day of _____, 2019 by the **MAYOR AND COUNCIL OF BERLIN**, a Maryland Municipal Corporation (hereinafter the “Town”) and **ATHENA PROPERTIES, INC.** (hereinafter jointly called “Owner”).

RECITALS

The recitals set forth herein, to the extent that they set forth the intentions of, or commitments by the parties, are enforceable provisions of this contract.

A. The Town is a Municipal Corporation authorized to enter into this Annexation Agreement pursuant to the Charter and Code of the Town and of the Annotated Code of Maryland.

B. Owners are the fee simple owners of a certain tract or parcel of land (hereinafter the “annexation property”) which is more particularly described as a tract of land on the southerly side of U.S. Route 50 abutting 10001 Main Street (Parcel 36) and the westerly side of Maryland Route 818 (North Main Street) described in Exhibit “A”.

C. The annexation property is currently designated as a Growth Area within the Comprehensive Plan of the Town of Berlin (Growth Area 3), and is designated as “Existing Developed Area” on the Worcester County Comprehensive Land Use Map (“Map”) and is contiguous to the Corporate Limits of the Town.

D. The Town desires that growth be in accordance with the goals and guiding principles outlined in the Town’s Comprehensive Plan and the impact of such growth is managed for the benefit of the Town and its citizens.

E. The current wastewater treatment plant serving the Town was constructed in 1933, upgraded periodically, with the last upgrade in 2013 to increase capacity and has adequate capacity to serve the Annexation Property (the “Town’s Plant”).

F. Owner has requested annexation of the Annexation Property by the Town so long as certain matters pertaining to its future development are resolved, including without limitation, matters related to planning, zoning, and the future extension of public utilities and services;

G. The Town is willing to accomplish the annexation process, and to submit the Annexation Resolution to a vote by the Town’s Council (the “Council”), and to a referendum of the Town’s citizens, if requested, provided that the Owner agrees to adhere to the goals and guiding principles of the Town’s Comprehensive Plan, and all ordinances and regulations consistent therewith, including any and all agreements which will be required by the Town in connection with any proposed development;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The preamble and introductory clauses prior hereto are incorporated into this Annexation Agreement is a part hereof, and such provisions accurately reflect the facts therein recited and the intention of the parties.

2. Definitions:

“Sewer EDU” shall mean the equivalent amount of wastewater treatment required to serve one (1) single family home, which is two hundred fifty (250) gpd.

“Water EDU” shall mean the equivalent amount of treated water to serve one (1) single family home, which is two hundred fifty (250) gpd.

“Owner” shall mean the fee simple owner of the Annexation Property, the contract purchaser of the Annexation Property and any of his or their successors, heirs or assigns.

“MGD” shall mean million gallons per day.

“WWTP” shall mean wastewater treatment plant.

“WTP” shall mean water treatment plant.

3. Petition. In order to effectuate the annexation of the Annexation Property, Owner shall execute and submit to the Mayor of the Town Petition for the Annexation (Annexation Petition). The submission of a letter of request will qualify for such Petition. No persons who are eligible to sign a petition and to participate in a referendum election under the provisions of Section 4-403 of the Local Government Article (formerly Article 23A) of the Md. Code Ann. (Corporation – Municipal), live within the area to be annexed. Therefore, pursuant to Md. Code Ann. Local Government Article Subtitle 4, §4-403(b)(2), any person (including an association, the two or more joint owners of jointly-owned property, a firm or corporation) owning real property within the area to be annexed has a right equal to a natural person to sign the Annexation Petition. The Owner constitutes all the persons eligible to sign the Annexation Petition and is the owner of at least twenty-five percent (25%) of the assessed valuation of the property proposed for annexation.

4. Annexation. Upon the presentation of a proper Annexation Petition, in the form of a submission letter, a satisfactory concept plan and the execution of this Annexation Agreement, the Town will introduce an Annexation Resolution for public hearing and consideration in accordance with the procedures required by the Annotated Code of Maryland and the Town Code.

5. Property. The property that is subject to this Annexation Agreement is identified on Exhibit "A" attached hereto and incorporated herein by reference. A Plat of said property is attached hereto and incorporated herein by reference as Exhibit "B".

6. Zoning Upon Annexation.

A. The properties are currently zoned C-2 Commercial under the Worcester County Zoning Code. The Town agrees that with the approval of Worcester County Commissioners (the "Commissioners"), if required by statute, the property shall be designated as a B-2 Zoning Shopping District pursuant to Chapter 108 of the Town Code upon annexation. A copy of said B-2 zoning provision are attached hereto and incorporated herein by reference as Exhibit "C". The parties agree that all existing land uses within the Annexation Property, whether permitted uses, accessory uses, non-conforming uses, or special exception uses, currently made in, or upon the Annexation Property, may continue subject to appropriate zoning regulations.

B. The Annexation Property shall be developed consistent with ordinances adopted by the Town.

7. Development Intentions.

A. Development of the Annexation Property shall be subject to any necessary approvals by the Town's Planning and Zoning Commission and the Mayor and Council as required by law.

B. 1. The property owner will be allocated and pay "ready to serve fees" for five (5) EDU's for the five (5) current lots making up the annexed property. The property owner has advised the property will be utilized for commercial development, with the First Phase estimated to use up to 6 EDU's, to service the property. The Town will assess the property Owner "ready to serve fees" for the number of EDU's needed to support the remainder of the development as they are allocated. Owner acknowledges that the payment of "ready to serve fees" guarantees access to that capacity and facilitates the purchase of EDU's when needed for development. Owner further acknowledges that it understands the "ready to serve" process and has decided not to pay ready to serve fees on EDU's beyond the requested number. Owner recognizes that water capacity may not be available for future development and assumes that risk. After one year of occupancy of the completed project, the Town will review the water usage at the property and adjust the number of EDU's accordingly.

2. Owner may transfer EDU's between properties within the Development. Owner may apply to transfer EDU's from another property outside the development with Mayor and Council approval only if the Town does not have EDU's readily available for purchase

C. As the Owner requests from the town allocation or reservation for any of the projected EDU's or any additional EDU's pursuant to MDE guidelines, Owner shall

be entitled to pay "ready to serve fees" for any such additional EDU's as requested, if they are available, until those additional water or sewer EDU's, if any, shall be utilized for a future purpose on the annexed property. Owner acknowledges and understands the "ready to serve" process and has decided not to pay ready to serve fees beyond the initial five (5) EDU's at this time. Owner recognizes water capacity may not be readily available in the future and understands that risk.

D. Owner agrees that all wells and septs will be abandoned or capped consistent with all applicable Federal, State, and County laws and Town Codes within the six (6) months of annexation.

E. Owner acknowledges that EDU allocation agreements must be in place prior to the application for a building permit and will allow adequate time for said process.

8. Further Conditions.

8.1. Sewer and Water Facilities for Commercial Development. The Owner intends to develop the Annexation Property with commercial uses on a phased basis as indicated on the attached concept plan attached hereto as Exhibit "D", and incorporated herein by reference. The First Phase of which is intended to be for a fuel and convenience store where indicated on the Concept Plan attached hereto. Owner recognizes that such development may necessitate infrastructure improvements within the development. It is anticipated, however, that such extensions or improvements will include:

(a) Sanitary Sewer. The Annexation Project shall be served with wastewater from the Town. The municipal sewer line borders the eastern edge of the Annexation Property pursuant to Annexation Resolution Number 2000-01.

(b) Water. The Annexation Property shall be served with treated water from the Town. The municipal water line borders the eastern edge of the Annexation Property pursuant to Annexation Resolution Number 2000-01.

8.2. User Fees. Owner shall be charged all ordinary and standard user fees for water, sewer, impact fees and building permits.

8.3. Traffic study and SHA Approval. Owner agrees to hire a licensed professional engineer to complete a traffic impact study conducted pursuant to the guidelines set forth in the SHA Access Permit Manual, to address appropriate vehicle, bike, and pedestrian access to the Development and to determine the adequacy of the intersection of MD Route 818 and Route 50 to support the development. Owner will provide a copy of the traffic impact study to the Planning director at least two weeks prior to initial concept development plan review meeting with the Planning Commission.

8.4. Design Inclusions. In addition to developing the development consistent with the Town's Comprehensive Plan, the Owner will:

(a) Install Victorian style lighting within the development, subject to the Town's approval.

(b) The development will reflect the Town of Berlin's Victorian style and contain design elements that complement the downtown area, subject to Planning Commission Approval.

(c) The proposed development is projected to include an initial phase with a fuel and convenience store. The ultimate development is intended to be in substantial conformance with the proposed concept plan and the annexed property will be governed by Covenants, Conditions, and Restrictions governing the property. The parties acknowledge that all proposed uses are subject to, site plan approval, existing zoning, and changes due to market conditions.

8.5 Electrical Services. Currently the Town of Berlin lacks the authority from the State of Maryland Public Services Commission to provide electrical service to the area to be annexed. However, the Municipality aspires to have all of its citizens receive and enjoy all of the benefits provided by the Town in an equal and equitable manner. The Municipality proposes to request permission to extend its electrical distribution facilities, subject to agreement with Delmarva Power and/or approval and authorization from the State of Maryland Public Service Commission, and to serve all those undeveloped properties presently being served by Delmarva Power.

8.5.1 Owner and Town agree that the Town is in the process of transferring electric service from Delmarva Power for the Annexation Property. Owner agrees to pay the actual cost for the "Customer Service Change" assessed by Delmarva Power and Light up to Five Thousand Dollars (\$5,000.00) for the property annexed into town. The Town will pay all costs over Five Thousand Dollars (\$5,000.00) if any.

8.5.2 If prior to development, the Town is granted approval to provide electric service to this property, the Owner is responsible for paying the connection and installation of electrical service charges consistent with the town electrical tariff.

8.6. Storm Water Management. Owner agrees to provide Stormwater Management in accordance with all State and municipal regulations for the proposed development. Owner further agrees that if the stormwater is to be used for irrigation, it shall sample the water and provide copies of the test results to the Town upon request.

9. Requirements This Annexation Agreement is contingent in its entirety upon the following conditions precedent:

(a) Submittal of a letter constituting an Annexation Petition and all supporting documents; and

(b) The successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until the referendum periods have expired, and if applicable, all referenda have been resolved in favor of the annexation.

9.1. Either Owner or the Town may declare this Annexation Agreement null and void if the conditions in Paragraph 12.A. do not occur.

10. Public Works Agreement and Bonding.

10.1 Owner acknowledges its obligation to construct any public infrastructure on-site, to accommodate the development of the Annexation Property. Owner recognizes upgrades to conveyance, distribution and transmission systems may be required and agrees to pay for such improvements necessitated by the development as specific in the Public Works Agreement. Owner shall be bound by a Town of Berlin Public Works Agreement and agrees that all public utilities shall be installed within a right of way or dedicated easement and constructed in accordance with Town Standards and applicable regulations.

10.2 The parties acknowledge that all roads and services within the Annexation Property are private including water, sewer, stormwater, streets, sidewalks, and lighting and shall be maintained by the Owner. Owner acknowledges that the Town is not responsible for snow plowing.

10.3 Owner agrees to establish and maintain an escrow account with the Planning Director for standard engineering and staff review fees pursuant to the Town's existing requirements and agreements.

11. Mutual Assistance.

A. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Annexation Agreement and to aid and assist each other in carrying out the terms and provisions of this Annexation Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Annexation Agreement and as may be necessary to give effect to the terms and objectives of this Annexation Agreement and the intentions of the parties as reflected by said terms.

B. The Owner and the Town agree to promptly execute all permit applications needed by either party for permits or approvals from the Maryland Department of the Environment, the Maryland State Highway Administration, Worcester County, and its various agencies and departments, or any other public or private agencies from whom a permit is required to develop the Annexation Property, provided that such permit applications are prepared

in accordance with applicable rules, regulations, and laws, and the parties each further agree to cooperate in the securing of such permits or approvals from such agencies.

12. Termination of Annexation Agreement:

A. In the event Owner fails to: (i) secure Worcester County Commissioners approval of the requested zoning classification, if needed, (ii) secure Maryland Department of the Environment final approval of an amendment to the Worcester County Comprehensive Water and Sewer plan, if needed, then this Annexation Agreement may be terminated by either the Town or Owner, as the case may be, upon thirty (30) days notice. Notice of termination shall be sent as follows:

To the TOWN to:
Laura Allen, Town Administrator
Town of Berlin
10 William Street
Berlin, MD 21811

To the OWNERS to:
Attn: Spiro P. Buas
Athena Properties, Inc.
P.O. Box 8
Ocean City, MD 21843

With Copy to:
Regan J.R. Smith, Esquire
Williams, Moore, Shockley & Harrison, LLP
3509 Coastal Highway
Ocean City, MD 21842

B. The parties may extend any specified date by mutual written agreement.

13. Enforcement:

A. Unless lawfully terminated or cancelled, the Annexation Agreement shall be enforceable by either party to the Annexation Agreement or any party's successors in interest, in any court of competent jurisdiction, by any appropriate action or suit at law or in equity, to secure the performance of the covenants herein contained. The non-prevailing party shall reimburse the prevailing party in any such action any and all expenses incurred by the prevailing party, including but not limited to, reasonable attorney's fees and court costs, whether or not suit is filed in a court of law.

B. This Annexation Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland.

C. Any enforcement shall be subject to the indemnity provisions of this Annexation Agreement.

14. Prior Matters. This Annexation Agreement is the acknowledgment and ratification of negotiations and dealings between the parties initiated prior to the submission of a Petition for Annexation to be acted upon the Town.

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

16. Modification.

A. Neither this Annexation Agreement nor any provisions 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.

B. Amendments to this Annexation Agreement shall become effective immediately upon the written agreement of both parties.

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

18. Binding Effect.

A. The terms of this Annexation Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property, and the successors and assigns of the Owner. It is expressly understood and agreed that the Owner may assign his 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 conveyances of portions of the Annexation Property.

B. No provisions of this Annexation Agreement shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

C. Nothing herein constitutes approval of a specific project of the Owner or associated fees.

19. Recording. This Annexation Agreement may be recorded among the Land Records of Worcester County at the expense of the recording party.

20. Severability. Should a substantial and material provision of this Annexation Agreement be determined to be invalid by any Court of this State or in violation of

any statute, law or ordinance, then either party may, at its discretion, void the remainder of this Annexation Agreement, with the exception of the duty of Owner to pay all expenses as herein provided.

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

ATTEST:

MAYOR AND COUNCIL OF BERLIN

[Signature]
Elroy Brittingham, Vice President of Council

By: [Signature]
W.G. Williams, III, Mayor

WITNESS:

ATHENA PROPERTIES, INC.

[Signature]

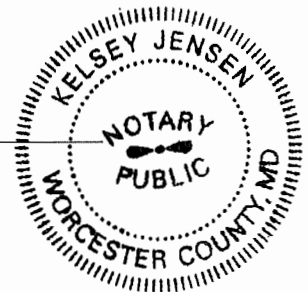
By: [Signature] (SEAL)
Spiros P. Buas, President

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of May, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elroy Brittingham, Vice President of Council and W.G. Williams, III, Mayor of the Town of Berlin, Maryland, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

[Signature]
Notary Public



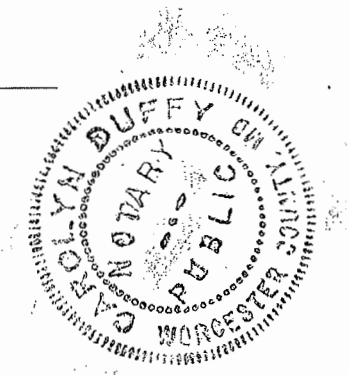
My Commission Expires: 07/25/20

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of May, 2019, before me, the undersigned officer, a Notary Public of the State and County aforesaid, personally appeared Spiros P. Buas, known to me (or satisfactorily proven) to be the president of Athens Properties, Inc. the person whose name is subscribed to the within instrument and acknowledged that in such capacity that he executed the same for the purposes therein contained.

AS WITNESS my hand and Official Seal.

[Signature]
Notary Public



My Commission Expires: 11/4/22

EXHIBIT A

9951 Main Street, Berlin, Maryland 21811 – Parcel 0489, Lots 1 & 2

Lot 1 Account No. 03-015653; Lot 2 Account No. 03-131475 (Athena Properties, Inc.)

ALL those certain lots or parcels of land lying and being situate in the Third Election District of Worcester County, Maryland, located on the Westerly side of and building upon the State Road running from Berlin to Showell, also known as Main Street Extended, North of Berlin, and more particularly described as Lots No. 1 and 2, on the Plat entitled “Lots 1 & 2, Divisions of Lands Owned by Richard W. & Anne Eschenburg, 3rd Election District, Worcester County, Maryland”. made by Vaughn A. Wimbrow & Associates, in July 1990, and recorded among the Land Records of Worcester County, Maryland, in Plat Book R.H.O. No. 128, folio 1.

BEING ALL AND THE SAME property conveyed unto the said Athena Properties, Inc. by Deed dated January 31, 1995, and recorded among the aforesaid Land Records in Liber R.H.O. No. 2132, folio 101, et seq.

9939 Main Street, Berlin, Maryland 21811 – Parcel 0417, Lot 1

Account No. 03-016374 (Athena Properties, Inc.)

ALL that lot or parcel of land lying and being situate in the Third Election District of Worcester County, Maryland, described as Lot No. 1 on the Plat entitled “Minor Subdivision Lands of Charles Wheatley Lewis and Ruth Ann Lewis Tax Map 25, Parcel 417”, made by Frank G. Lynch, Jr. & Associates, Inc. dated April, 1999 and revised July, 1999, and recorded among the Land Records of Worcester County, Maryland in Plat Book S.V.H. No. 164, folio 41.

BEING A PART of the property conveyed unto the said Athena Properties, Inc. by Deed dated March 11, 2011, and recorded among the aforesaid Land Records in Liber S.V.H. No. 5647, folio 253, et seq.

9937 Main Street, Berlin, Maryland 21811 – Parcel 0417, Lots 2 & 3

Lot 2 Account No. 03-148971; Lot 3 Account No. 03-148998 (Athena Properties, Inc.)

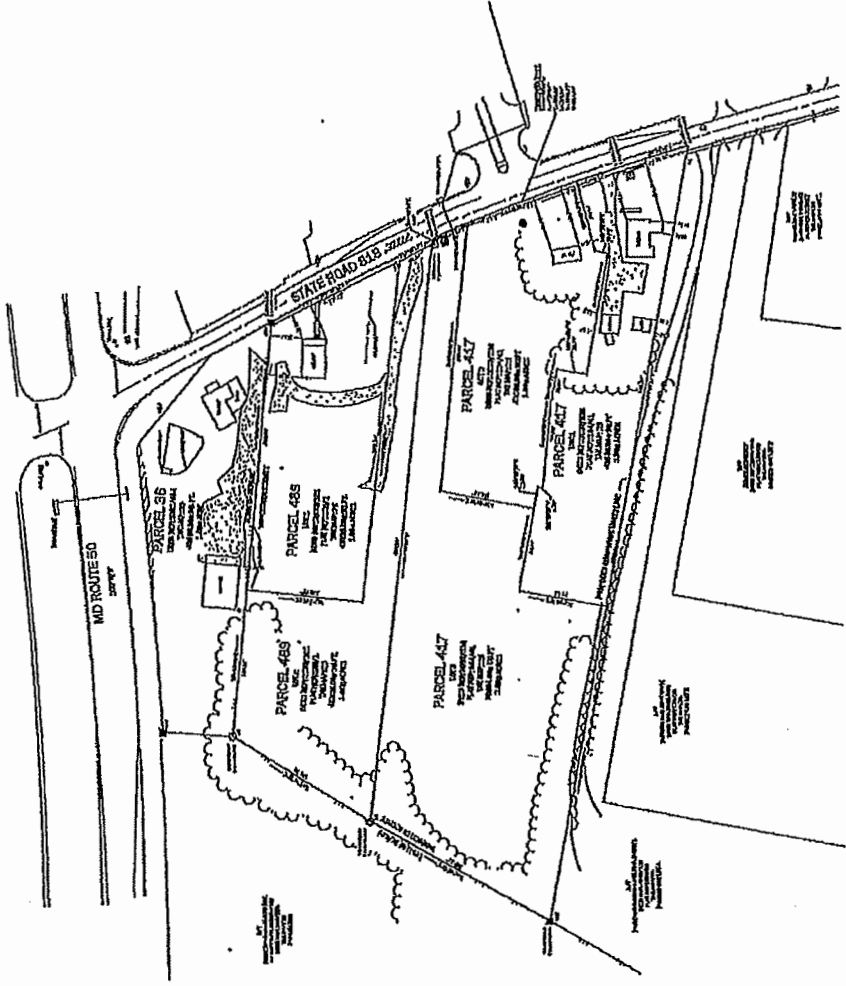
ALL those lots or parcels of land lying and being situate in the Third Election District of Worcester County, Maryland, described as Lots Nos. 2 and 3 on the Plat entitled “Minor Subdivision Lands of Charles Wheatley Lewis and Ruth Ann Lewis Tax Map 25, Parcel 417”, made by Frank G. Lynch, Jr. & Associates, Inc. dated April, 1999 and revised July, 1999, and recorded among the Land Records of Worcester County, Maryland in Plat Book S.V.H. No. 164, folio 41.

BEING A PART of the property conveyed unto the said Athena Properties, Inc. by Deed dated May 3, 2001, and recorded among the aforesaid Land Records in Liber S.V.H. No. 3037, folio 538, et seq.

EXHIBIT B



VIOLATION REPORT TO SCALE



LEGEND

- 10' BUFFER ZONE
- 50' BUFFER ZONE
- 100' BUFFER ZONE
- 200' BUFFER ZONE
- 300' BUFFER ZONE
- 400' BUFFER ZONE
- 500' BUFFER ZONE
- 600' BUFFER ZONE
- 700' BUFFER ZONE
- 800' BUFFER ZONE
- 900' BUFFER ZONE
- 1000' BUFFER ZONE
- 1500' BUFFER ZONE
- 2000' BUFFER ZONE
- 3000' BUFFER ZONE
- 4000' BUFFER ZONE
- 5000' BUFFER ZONE
- 6000' BUFFER ZONE
- 7000' BUFFER ZONE
- 8000' BUFFER ZONE
- 9000' BUFFER ZONE
- 10000' BUFFER ZONE

ZONING LAWS

1. The zoning laws of the State of Maryland are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

2. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

3. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

4. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

5. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

6. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

7. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

8. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

9. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

10. The zoning laws of the County of Prince George's are hereby adopted and shall apply to all parcels within the jurisdiction of the County of Prince George's.

ANNEXATION PLAT
FOR
PARCELS 465, 466, 467, 468, 469
IN THE
ATLANTA PROPERTIES INC.

Parcel 465: 1.50 Acres
Parcel 466: 1.50 Acres
Parcel 467: 1.50 Acres
Parcel 468: 1.50 Acres
Parcel 469: 1.50 Acres

APPROVED BY: _____
DATE: _____

Parcel No.	Area (Acres)	Owner
465	1.50	Atlanta Properties Inc.
466	1.50	Atlanta Properties Inc.
467	1.50	Atlanta Properties Inc.
468	1.50	Atlanta Properties Inc.
469	1.50	Atlanta Properties Inc.

Parcel No.	Area (Acres)	Owner
465	1.50	Atlanta Properties Inc.
466	1.50	Atlanta Properties Inc.
467	1.50	Atlanta Properties Inc.
468	1.50	Atlanta Properties Inc.
469	1.50	Atlanta Properties Inc.

Parcel No.	Area (Acres)	Owner
465	1.50	Atlanta Properties Inc.
466	1.50	Atlanta Properties Inc.
467	1.50	Atlanta Properties Inc.
468	1.50	Atlanta Properties Inc.
469	1.50	Atlanta Properties Inc.

Parcel No.	Area (Acres)	Owner
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467	1.50	Atlanta Properties Inc.
468	1.50	Atlanta Properties Inc.
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468	1.50	Atlanta Properties Inc.
469	1.50	Atlanta Properties Inc.

EXHIBIT C

DIVISION 7. - B-2 SHOPPING DISTRICT

Sec. 108-464. - Principal uses.

The following uses shall be permitted and the following regulations and the applicable regulations contained in the other articles shall apply in the B-2 Shopping District. All principal permitted uses and conditional uses shall require site plan review in accordance with article V of this chapter, site plan review. Principal permitted uses include the following:

- (1) Any principal use or structure permitted and as regulated in the B-1 District, except as herein modified.
- (2) Boardinghouses or lodgishouses.
- (3) Bed-and-breakfasts.
- (4) Hotels and motels.
- (5) Any community retail business or service establishment, such as a food, drug, clothing, hardware, accessory, variety or department stores, barbershops, beauty shops, florist or specialty shop, a shoe repair shop, laundromats, cleaning shop, a bank or savings and loan office, a professional office, funeral homes, a real estate or insurance office or the like, supplying commodities or performing services primarily for residents of the town and surrounding community.
- (6) Tourist homes and produce stands.
- (7) Taverns, nightclubs, drive-in eating and drinking establishments, summer gardens and road houses, including entertainment and dancing, provided that the principal building shall comply with one-half the distance requirement of section 108-712
- (8) Automobile parking lots, repair shops or general garages, subject to the provisions in section 108-817
- (9) Automobile, tire, battery, recreational vehicle and implement establishments for display, hire, sale or general repair, including sales lots.
- (10) Animal hospitals, veterinary clinic or kennel, provided that any structure or area used for such purposes shall comply with the distance requirement of section 108-712
- (11) Bakery, laundry and clothes cleaning and dyeing establishments, all subject to one-half the distance requirement of section 108-712
- (12) Wholesale business, warehousing, storage and distributing establishments, except for flammable liquids, paints or explosives.
- (13) Municipally owned electric, communication, water, sewer, gas and fuel transmission lines and necessary equipment and buildings incidental thereto. Wireless transmitting stations, transformers, boosters, railroad lines and stations, water tanks and standpipes shall be subject to one-half the distance of section 108-712
- (14) Any other retail business or service establishment which is determined by the board of appeals to be of the same general character as those specified herein, but not including any use of a class first permitted in a B-3 or M District.

Ord. 1977, § 107-99(A); Ord. No. 2000-10, 9-25-2000

Sec. 108-465. - Accessory uses.

The following accessory uses are permitted in the B-2 Shopping District:

- (1) Accessory buildings and uses customarily incidental to any permitted principal use, and not otherwise prohibited.
- (2) The manufacturing, processing or treatment of goods for sale primarily at retail on the premises or the cleaning, laundering, repairing or other treatment of objects as a retail service to customers on the premises, in which operations not more than three persons shall be engaged at any one time.
- (3) Warehousing for goods merchandise or products offered for sale on the premises.

(Code 1977, § 107-39(B); Ord. No. 2000-10, 9-25-2000)

Sec. 108-466. - Required conditions.

The following conditions are required in the B-2 Shopping District:

- (1) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of hazard, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter or water-carried waste.
- (2) Lots for public display or sale of automobiles, trucks, recreational vehicles, implements, boats or other machinery or equipment shall comply with the requirement that every such lot shall be fenced along each public street by an ornamental fence not less than 30 inches high, located at least five feet back from the property line or from any public sidewalk, and the space in front thereof shall be landscaped and neatly maintained.
- (3) No lighting, other than minimum protective night lighting, shall remain on after normal business hours. All lighting shall be shaded so as to direct the light away from residential premises and from public streets.
- (4) Along any side adjacent to any R District or Institutional premises, an ornamental wall, fence or compact evergreen hedge and wire fence, not less than four feet nor more than six feet high, shall be installed and maintained in good condition without any advertising.

(Code 1977, § 107-39(C); Ord. No. 2000-10, 9-25-2000)

Sec. 108-467. - Height regulations.

Height regulations shall be the same as in the B-1 District.

(Code 1977, § 107-39(D); Ord. No. 2000-10, 9-25-2000)

Sec. 108-468. - Prohibited uses.

The following uses are prohibited in the B-2 Shopping District:

- (1) Any use specified as a permitted use or conditional use in a B-3 or M-1 District.
- (2) Warehousing for goods or merchandise other than those offered for sale on premises.
- (3) Warehousing within 50 feet of Main Street, Broad Street, William Street, or Commerce Street.

(Code 1977, § 107-39(E); Ord. No. 2000-10, 9-25-2000)

Sec. 108-469. - Lot area, width and yard requirements.

The following minimum requirements shall be observed, subject to the modified requirements contained in article IV of this chapter:

Use	Minimum	Minimum	Lot Area	Front	Side Yard	Rear
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	Lot Area	Lot Width (feet)	per Unit	Yard Depth ¹ (feet)	Width Each Side (feet)	Yard Depth (feet)
Motels and hotels	Same as B-1					
Boardinghouses	Same as B-1					
Community retail and services	Same as B-1					
Wholesale and warehousing	6,000	60	—	20	6	25
Other permitted uses	—	—	—	10 ²	None, except 10 when adjoining an R District	30 abutting an R District, otherwise 10

Notes:

1. For narrow streets, see section 108-706; for built-up frontage, see section 108-243.
2. Or greater as may be specified elsewhere in this chapter.

(Code 1977, § 107-39(f); Ord. No. 2000-10, 9-25-2000)

Secs. 108-470—108-491, - Reserved.

DIVISION 8. - B-3 GENERAL BUSINESS DISTRICT

§ 108-492. - Permitted uses; regulations and requirements.

The following uses shall be permitted and the following regulations and the applications contained in other articles shall apply in the B-3 General Business District. All permitted uses and conditional uses shall require site plan review in accordance with article V of this chapter, site plan review. Principal permitted

EXHIBIT D

