



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov



Town of Berlin Planning Commission Agenda December 11, 2019 5:30 PM Berlin Town Hall – Council Chambers

1. Call to Order
2. Agenda Adoption
3. Approval of Minutes – November 13, 2019
4. A Public Hearing for a Recommendation to Mayor & Council for Annexation of McDonalds & Myers Tool Rental.
5. Comments from the Commissioners
6. Comments from Staff
7. Comments from the Chairman
8. Comments from the Public
9. Adjournment

Town of Berlin
Planning Commission Meeting
November 13, 2019

The Planning Commission Meeting for November 13, 2019 was called to order by Chairman Chris Denny at 5:43PM. Members present were Chris Denny, Phyllis Purnell, Ron Cascio, Newt Chandler and Pete Cosby. Staff present were Planning Director Dave Engelhart and Permit Coordinator Carolyn Duffy.

Chairman Chris Denny called for a motion to adopt the November 13, 2019 agenda. Mr. Ron Cascio made the motion to adopt the November 13, 2019 agenda. Mrs. Phyllis Purnell seconded the motion and it was unanimously accepted by the commission. Chairman Chris Denny called for a motion to approve the minutes for the October 9th, 2019 meeting. Mr. Newt Chandler made the motion to approve the minutes from the October 9th, 2019 meeting. Mrs. Phyllis Purnell seconded the motion and it was unanimously accepted by the commission.

Chairman Chris Denny called the first item on the agenda, SonRise Church 10026 Main Street for Preliminary Plat Review. Pastor Keith Hammer stated they had purchased 22 acres from Merial Select. He stated they had been approached with an interested party for the rear property. He said they are hoping to be able to subdivide it into three parcels. He stated there were two concepts that were being requested for storage. Mini storage on the back end and larger commercial storage on the larger piece. He stated the master plan for the church they had not intended on using the back acres. The sale of this property would allow them to do the infrastructure that would be shared by all three parcels. The main access road would be shared by all three. The stormwater management would be shared by all three. He stated sharing those expenses would allow them to move forward a lot sooner with the development of the property.

He stated the two storage areas would be two different lots plus the lot for the church makes up the three parcels. One lot is five acres and the other is under three acres he stated. Mr. Ron Cascio and Mr. Newt Chandler told them they needed a lot line to show the lots. Planning Director Dave Engelhart told the commission that they would not be passing a motion on this tonight. This is just to point these things out they would come back before you. Mr. Robert Palmer stated they have Forest Conservation approved and they have a 25-foot buffer for the Wetland Conservation. Mr. Newt Chandler asked would lots be sold. Pastor Keith Hammer said the five acre lot would be sold. Mr. Chandler asked about the lot lines. Discussion continued where the lot lines would be located. Mr. Cascio asked about the hash line. Pastor Keith Hammer said the hash line was a proposed building and other lines were of previous buildings and land use. Mr. Newt Chandler asked what the square footage of each building would be. Pastor Hammer replied they would be 5000 square foot. Chairman Chris Denny asked what the zoning would be. Mr. Bob Palmer replied B-2. Mr. Newt Chandler asked would the self-storage be managed, or would they have a key to go in and leave. Pastor Keith Hammer said they would be self-managed. Mr. Engelhart stated whoever developed the storage units would have to come to Planning Commission for site plan approval. Mr. Bob Palmer stated water was no issue, but the sewer was limited on that side. He stated they had advised the buyer and the lessee of the sewer. They have given them notions on what infrastructure would be needed for different types of uses. Mr. Cascio asked how they would be limited. Mr. Palmer stated limited by the size of the pipe and the fall. Mr. Chandler asked about the shared storm water management how that

would be used between them. Mr. Engelhart stated it would be a deeded easement between them. Mr. Engelhart stated at the time of permitting they would have to submitted engineered plans for the review for storm water. Mrs. Phyllis Purnell asked about a new driveway. Pastor Hammer replied right now they use the existing driveway but eventually it would not be the primary driveway for there church services. They have had talks with State Highway about the southern entrance being their service entrance or business entrance. Mr. Engelhart asked Mr. Palmer what the distance was between the two driveways. Mr. Cascio said about 500 feet maybe more or less. Chairman Denny asked if they were independent storage people.

Ms. Merry Mears stated the people were local folks and lived in the area and are getting into up scaled storage. The up scaled buildings would be the larger buildings. Some would be heated and cooled. She stated the idea would be to have classic cars or nice boats stored in these. It would be landscaped very nicely. Chairman Chris Denny asked if they had done this anywhere else. Ms. Mears stated no this was as far as they have gotten so far. She stated there was a similar type as you head out on Route 818 towards Route 113. Pastor Keith Hammer stated they had made it clear that they want the up keep maintained to the property. Mr. Pete Cosby asked about the siding materials. Pastor Hammer stated they had not gotten that far yet. Pastor Hammer stated this is just the preliminary stages. Mr. Cascio stated so these would be four 10000 square foot buildings. He replied yes. Mr. Cosby asked what type of surface the driveway would be. Pastor Hammer stated that would be up to the buyers. Mr. Palmer suggested maybe asphalt he stated this is very preliminary. Mr. Cascio asked if the configuration of the buildings could change. He replied yes. Mr. Newt Chandler counted and stated it was eleven. Mr. Chandler thought it was a good location for the units being they were right by the railroad tracks.

Chairman Denny asked if there were any comments from the public. Mr. Spiro Buas asked what the intent for those buildings were. Discussion continued what the uses of the buildings would be. The personal size would be 2000 square foot. Mr. Buas stated the larger building would need to be sprinkled. He wanted to let them know because he stated he was thinking of doing the same thing. Mr. Palmer stated the two storage lots would need to be complimentary to each other. Mr. Engelhart stated they would move on now the commission has told them they want the lines removed. He stated this is not site plan approval just that they can create the plats. Now they can divide land into the three lots to sell.

The next item on the agenda is Site Plan Concept Review Wolfe Terrace 312 Maple Avenue. Mr. David Rovansek and David Holden representing George Miles & Buhr LLC. Mr. David Rovansek stated there were 31 existing units to be renovated and they wanted to build 34 new units and a community building. He stated the lift station would be rehabilitated and it is privately owned. They would be tapping into the town water & sewer and paying into the EDU fund. Mr. Cascio asked how many EDUS they would need. Mr. David Rovansek stated they would need 34 additional EDUs. Mr. David Rovansek stated that Hudson Branch cuts right through the property. They want to work with the neighboring property to make improvements. They will be meeting with stormwater consultants about the North East side to try and make that better. He stated they would be meeting with the Towns Technical Review Committee on November 14th, 2019. Mr. David Rovansek stated it was consistent with the Comprehensive Plan as far as in fill for walking and connectivity. It is zoned for this use and originally 65 units

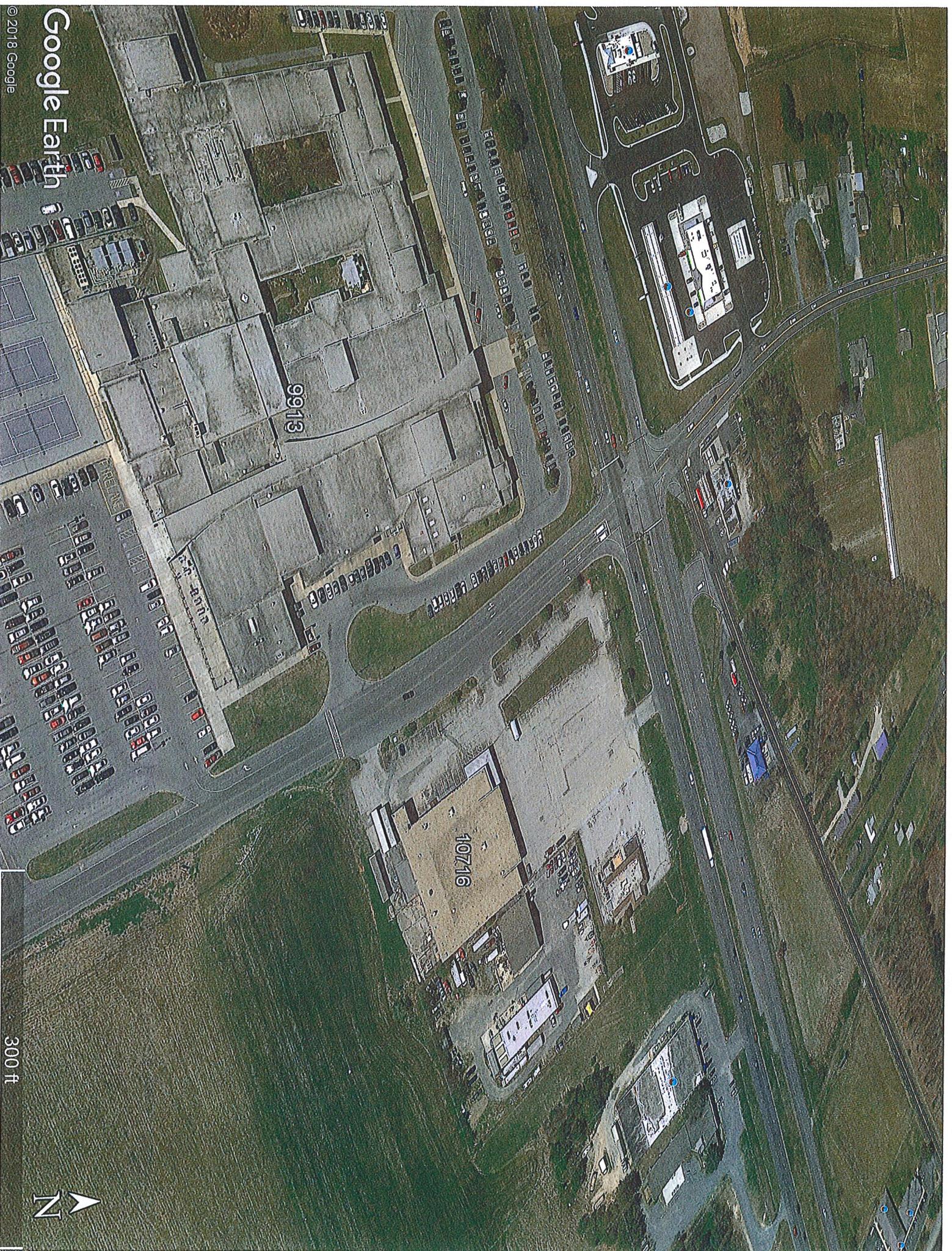
but was never completed. Chairman Chris Denny asked if it was abandoned. Mr. Engelhart stated at the time it was Mr. Doug Loewer he permitted the thirty-one and didn't do the remaining which was 34. Mr. Engelhart stated this was before his time here. He stated he has looked at the file but during that time there was a lot of issues going on with Mr. Loewer. Nothing in the file to say why he didn't keep going with the project. Mr. Rovansek stated no units on the Bay Street side just conservation. He asked Mr. David Holden no plans to develop that in the future. He replied no. Mr. David Holden stated they wanted to build out the property. The 34 units and the community building that would house the maintenance and management. There would be mixed units with one, two, and three bedrooms. The units have private entrances and are energy star. His company has been doing this he stated for 30 years. They will be participating in all the development. He stated they have similar projects in Salisbury and Centerville, Millsboro, Dover, PA and New Jersey. They had built over a hundred he stated. Mr. Chandler asked if they were rentals. He replied they are rentals. Mrs. Phyllis Purnell asked what would come first the renovations or the new buildings. Mr. Holden replied they would probably be doing it at the same time. Mrs. Purnell asked what would happen to the occupants while you renovate. He stated hoping to keep some of the tenants and to have openings to put the people in. Discussion continued about the access and location of the new apartments. Mr. Engelhart stated it would be better looking and not so plain as it is now. Mr. Chandler asked if it would be section 8. Mr. Holden stated they would accept those payments but they all must meet the background checks.

Mr. Engelhart stated the apartments that front on Bay Street are owned by Homes of America. They operate rental communities. They had already come to the town about the remodeling of those units. Mr. Engelhart stated he had talked with Mr. Rovansek about the stormwater hoping to get some resolution between the two projects with help on stormwater. Mr. Pete Cosby asked about the front piece of property on Bay Street would it get developed. Mr. Holden stated that would be part of the forest conservation they would not develop it. Mr. Cosby and Mrs. Purnell both agreed it was a much-needed project. Mr. Rovansek stated for their project they are over the required parking amount that is needed. Mr. Engelhart stated they are under the density that was needed for the project.

Chairman Chris Denny asked if anyone from the public wanted to speak. Mr. George Stoll asked if this was going to be voted on tonight. Chairman Denny stated it's just concept review. Mr. Chandler asked if he had property close to there. Mr. Stoll replied right next to the property. Mr. Pete Cosby asked if he had an opinion about Maple Ave. He thought it would be okay. He stated at times it is busy. He stated his only concern was that he goes deer hunting back there. Mr. Engelhart recommended they go on the web page to look at their projects. Mr. Engelhart told the commission if there was something else, that they wanted to see tell Mr. Rovansek so he could add it before he comes back again. He would be going to the Technical Review Meeting. Mrs. Purnell asked about the lighting for the project. Mr. Rovansek stated they do have lighting plan. Mr. Engelhart mentioned the town has the Victorian lights. Mr. Rovansek thanked the commission for their time. With no other comments the meeting was adjourned. Mr. Newt Chandler made the motion to adjourn. Mrs. Phyllis Purnell seconded the motion. Meeting adjourned at 6:48PM.

Respectfully Submitted,


Carolyn Duffy



Google Earth

© 2018 Google

9913

10716

FARMINGTON CENTER

300 ft



LAW OFFICES
WILLIAMS, MOORE, SHOCKLEY & HARRISON, L.L.P.
3509 COASTAL HIGHWAY
OCEAN CITY, MARYLAND 21842

JOSEPH E. MOORE
RAYMOND C. SHOCKLEY
J. RICHARD COLLINS
REGAN J.R. SMITH
CHRISTOPHER T. WOODLEY
CHRIS S. MASON
PETER S. BUAS

(410) 289-3553
TELEFAX (410) 289-4157

MARCUS J. WILLIAMS (1923-1995)
EDWARD H. HAMMOND, JR. (1942-2011)

October 28, 2019

OF COUNSEL
JOSEPH G. HARRISON, JR.

Mr. Jeff Fleetwood,
Acting Administrative Director
Of the Town of Berlin
10 William Street
Berlin, MD 21811
and
Mr. David Englehart
Planning Director
Town of Berlin
10 William Street
Berlin, MD 21811

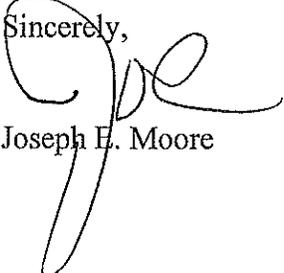
RE: Annexation Petition – Two Farms, Inc., T/A Royal Farms and Myers Trust, Michael G. Myers Trustee

Dear Jeff and Dave:

Enclosed herewith is a Petition for Annexation of the property immediately contiguous to the eastern corporate limits of Berlin on the south side of U.S. Route 50, which was previously annexed by Resolution 2002-10. The property consists of the Myers two rental property, and the previous McDonald's drive-in property. Once you have had a chance to consider the contents thereof, I will stand by to attend, on behalf of my clients, any work sessions, planning commission sessions or other meetings which are considered necessary or beneficial by the Town.

If you have any questions or concerns, please do not hesitate to call.

Kind regards.

Sincerely,

Joseph E. Moore

JEM/kd
cc: Jeff Bainbridge
Jack Whisted, Royal Farms
Bob Hand
Mike Myers

LAW OFFICES
WILLIAMS, MOORE, SHOCKLEY & HARRISON, L.L.P.
3509 COASTAL HIGHWAY
OCEAN CITY, MARYLAND 21842

JOSEPH E. MOORE
RAYMOND C. SHOCKLEY
J. RICHARD COLLINS
REGAN J.R. SMITH
CHRISTOPHER T. WOODLEY
CHRIS S. MASON
PETER S. BUAS

(410) 289-3553
TELEFAX (410) 289-4157

MARCUS J. WILLIAMS (1923-1995)
EDWARD H. HAMMOND, JR. (1942-2011)

OF COUNSEL
JOSEPH G. HARRISON, JR.

October 24, 2019

Mr. Jeff Fleetwood, Acting Administrative Director
Town of Berlin
10 William Street
Berlin, MD 21811

RE: Annexation of property owned by Two Farms, Inc., Parcel 430, Map 25 and the property of Michael G. Myers Revocable Trust, Tax Map 25, Parcel 408, East of Seahawk Road adjacent to annexed property in annexation 2002-10

Dear Jeff:

The purpose of this letter is to act as an Annexation Petition for the property of which is designated as Tax Map 25, Parcel 430, and Tax Map 25, Parcel 408, which properties are located on the southerly side of U.S. Route 50, just to the east of Seahawk Road. The property consists of, in combination, two parcels of land shown on the Plat entitled "Lot 1 Berlin Plaza Third Election District, Worcester County, Maryland" which is recorded among the Worcester County Land Records in Plat Book No. 54 at Page 64, and which said plat is attached hereto as Exhibit "A" to this petition. The property, in combination, consists of 104,811 square feet as shown on the plat and, the westerly property line of the Myers Trust property is contiguous to the easterly line of the corporate limits of Berlin located immediately to the west.

I will submit a proposed Annexation Agreement, to be considered by the Planning Commission, and subsequently, the Mayor and Council, related to the two properties.

I am authorized to sign this Annexation Petition on behalf of both property owners.

The property is already in Growth Area No. 1 of the town, and is, therefore, under the provisions of *Local Government Article Subtitle 4*, presently appropriate for consideration for annexation by the Mayor and Council of the Town of Berlin.

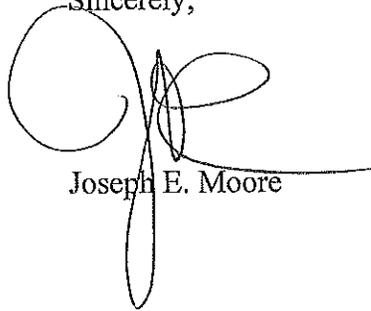
Because the property is presently zoned C-2 in the county, the requested zone to be established in the town would be B-2 shopping district which is the same, or similar zone to that which presently exists in the county.

Once you have had an opportunity to review the contents of this letter as an Annexation Petition, and the Annexation Agreement draft attached hereto, please advise whether or not the Mayor and Council will consider the annexation of the property upon mutually agreeable terms and conditions.

I attach as exhibits hereto, the Annexation Agreement that is proposed, the plat of the proposed annexed property and the existing area of the municipal boundaries adjacent to our property.

I send a copy of this also to Dave Englehart, Planning Director of the town, for his and your review.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a horizontal line extending to the right.

Joseph E. Moore

JEM/kd
Enclosures

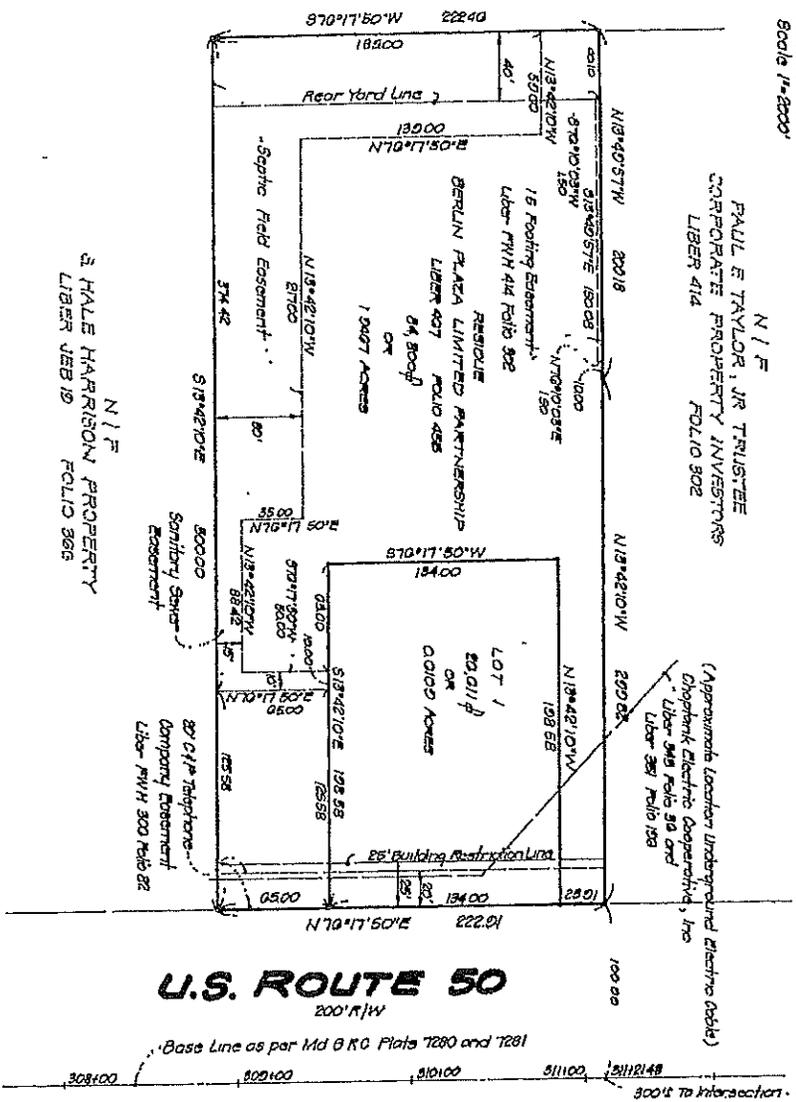
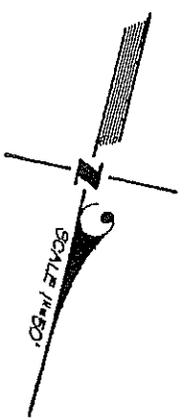
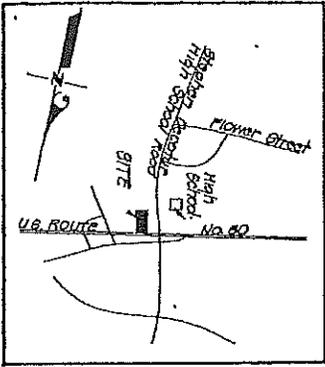
\\SERVER11\User\Share\kdowling\Two Farms Inc\to Laura Allen\ANNEXATION91219.docx

Exhibit "A"

Annexed Property Description

DESCRIPTION OF ANNEXED AREA

Beginning at a point on the southerly side of the right of way line of U.S. Route 50, at the easterly point of the property which was annexed into the Town of Berlin by Annexation Resolution 2002-10 (now the property of Two Farms, Inc.) and from said point of beginning running by and with the easterly property line of said annexed Two Farms, Inc. property, south $13^{\circ} 42$ minutes 10 seconds east 299.82 feet to a point; thence continuing by and with said property line; south $13^{\circ} 49$ minutes 57 seconds east 200.18 feet to a point; thence leaving the line of said annexed area and running in an easterly direction; north $76^{\circ} 17$ minutes 50 seconds east 222.40 feet to a point; thence running in a northerly direction north $13^{\circ} 42$ minutes 10 seconds west a distance of 500 feet to a point which is the north easterly corner of the boundary line of the proposed annexed property at its intersection with the southerly line of said U.S. Route 50 right of way; thence by and with the southerly right of way line of U.S. Route 50; south $76^{\circ} 17$ minutes 50 seconds west 222.91 feet to the place of beginning; said annexed property containing 1.947 acres of land more or less.



U.S. ROUTE 50
200' W

Base Line as per Md & RG Plots 7280 and 7281

BERLIN PLAZA

LOT 1
F.W.H.S. 1/64 Filed 11/17/76
THIRD ELECTION DISTRICT
WORCESTER COUNTY, MARYLAND
DATE MAY, 1978 SCALE 1"=80'

SUBSEYORS CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of all the lands conveyed by Stephen Decatur, Inc. to Berlin Plaza Limited Partnership by deed dated September 10, 1974 and recorded among the Land Records of Worcester County, Maryland in Liber 407 of Folio 458 and recorded among the Land Records of Worcester County, Maryland in Liber 407 of Folio 458 from pipes marked thus — are in place as shown I further certify that the requirements of Section 72, Article 17 of the Annotated Code of Maryland (as amended) as far as they relate to the making of this plat have been complied with. The total area included in this plan of subdivision is 22,211 acres

Dated May 29, 1978

William T. Gatzert
Res. Professional Land Surveyor
Maryland #32280

OWNERS DEDICATION

We, Berlin Plaza Limited Partnership, by Berlin Plaza Limited, Inc., General Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the minimum building restriction lines, except as shown. There are no suits of action, leases, liens, trusts or mortgages on the property included in this plan of subdivision except certain deeds of trusts and the parties in interest thereto have indicated their consent to this plan of subdivisions.

William T. Gatzert 6-8-76
Don T. Carter, Secretary Date
Berlin Plaza Limited, Inc.
by William T. Gatzert, President

We consent to this plan of subdivision
For MERRITT SKYWAYS & LOANING CO.
By Paul Rogers, Trustee 6-8-76
Date

For CHICAGO TITLE INSURANCE COMPANY
By John W. Underwood, Trustee 6-8-76
Date

For STUART LIBS
By John W. Underwood, Trustee 6-8-76
Date

John W. Underwood 6-8-76
John W. Underwood, Trustee Date

BAZIS, CARLIN and ASSOCIATES, INC.
Land Surveyors and Planners
9332 Annapolis Road
Lanham, Maryland 20601
301-577-2200

This commercial subdivision lot and property shown hereon is approved only for the works supply and sewerage system for the McDonalds Restaurant. Any future development plans will have to be submitted and reviewed by the Worcester County Health Department.



WORCESTER COUNTY PLANNING & ZONING COMMISSION

APPROVED June 11, 1976
DATE

David E. Johnson
SIGNATURE

WORCESTER COUNTY HEALTH DEPARTMENT

APPROVED 6/8/76
DATE

James H. P. ...
COUNTY HEALTH OFFICER

ANNEXATION AGREEMENT

THIS ANNEXATION 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 Michael G. Myers Revocable Trust, and Two Farms, Inc. T/A Royal Farms, (hereinafter jointly called "Owners").

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 two tracts of land (hereinafter the "annexation property") which are more particularly described as two parcels of land on the southerly side of U.S. Route 50, east of Seahawk Road, which are jointly shown on a certain plat entitled, "Lot 1 Berlin Plaza Third Election District, Worcester County, Maryland" made by Bazis Carlin and Associates, Inc., dated May 1970 and duly recorded among the Land Records of Worcester County, Maryland in Plat Book 54, at page 64., said properties combined total 104,811 square feet of land. The recorded Plat of said property is shown on Exhibit "A" attached hereto and incorporated herein by reference.

C. The annexation property is currently designated as a Growth Area within the Comprehensive Plan of the Town of Berlin, 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 the early 1960's, upgraded periodically and significantly, including a substantial increase in capacity and has adequate capacity to serve the Annexation Property (the "Town's Plant").

F. Owners have 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 as 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, the 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 Md. Code Ann. Article 23A, § 19 live within the area to be annexed. Therefore, pursuant to Md. Code Ann. Article 23A, § 19(k), 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. (The Owners own 100% of said assessed value.)

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.

6. Zoning Upon Annexation.

A. 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 District upon annexation. 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. (The property is presently zoned C-2 under the Worcester County Zoning Code.)

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. The Town agrees that upon the property owners paying all required reservation fees, adequate capacity of treated water shall be reserved for the Annexation Property and the Owners shall be charged all ordinary and standard fees at such time as the reserved EDU shall be utilized.

C. The Town shall reserve adequate EDU's of treated effluent for the Annexation Property, provided the Owners shall pay "ready to serve fees" for said capacity.

D. In the event Owner requests allocation or reservation for any future use additional EDU's, Owner shall be entitled to pay "ready to serve fees" for any such additional EDU's as requested, until those additional EDU's, if any, shall be utilized for a future purpose on the annexed property.

E. Owner shall be entitled to pay "ready to serve fees" for any additional EDU's which they request, until the additional EDU's, if any, are requested by the Owner to be utilized for any purpose on the annexed property.

8. Public Works Agreements and Bonding. To the extent that Owner is required to construct any infrastructure to accommodate the development of the subject property, Owner shall utilize the Town of Berlin Public Works Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

9. Further Conditions.

9.1. Sewer and Water Facilities for Commercial Development. The Two Farms, Inc., Owner intends to develop the Annexation Property with commercial uses. Owner recognizes that such development may necessitate some infrastructure improvements. It is anticipated, however, that such extensions or improvements will include such work as is required to construct a sewer and water extension along U.S. Route 50 from the existing facilities in order to reach the property and any lift stations or other facilities required by the Town:

(a) Sanitary Sewer. The Annexation Project shall be served with wastewater from the Town.

(b) Water. The Annexation Property shall be served with treated water from the Town.

9.2. User Fees. Owner shall be charged all ordinary and standard user fees for water, front foot assessments, garbage, impact fees and building permits, and shall be charged "ready to serve fees", if requested by Owner, pursuant to the provisions of Paragraph 7.E. hereof.

9.3 Except for the expense reimbursement provisions set forth below, 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.

9.4. Either Owner in the annexed area or the Town may declare this Annexation Agreement null and void if the conditions in Paragraph 11.A. do not occur.

10. 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 Owners 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.

11. Termination of Annexation Agreement:

A. In the event Owners fail 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 Owners, as the case may be, upon thirty (30) days' notice. Notice of termination shall be sent as follows:

To the TOWN to:

Jeff Fleetwood, Acting Administrative Director
Town of Berlin
10 William Street
Berlin, MD 21811

To Owner to:

Two Farms, Inc., T/A Royal Farms
3611 Roland Avenue
Baltimore, MD 21211
Attn: John Kemp, President/CEO

Michael G. Myers Revocable Trust
Attn: Michael Myers
246 S.E. 11A Street
Stuart, FL 34994

With Copy to:

Joseph E. Moore, Esquire
Williams, Moore, Shockley & Harrison, LLP
3509 Coastal Highway
Ocean City, MD 21842

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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, owners of record of the Annexation Property, and the successors and assigns of the Owner. It is expressly understood and agreed that the Owners may assign their respective 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.

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

19. 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

Elroy Brittingham, Vice President of Council

By:

W.G. Williams, III, Mayor

WITNESS:

TWO FARMS, INC.

By: _____ (SEAL)
John Kemp, President/CEO

MICHAEL G. MYERS REVOCABLE TRUST

By: _____ (SEAL)
Michael G. Myers, Trustee
"OWNERS"

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 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 person 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.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Kemp, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael G. Myers, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

Notary Public

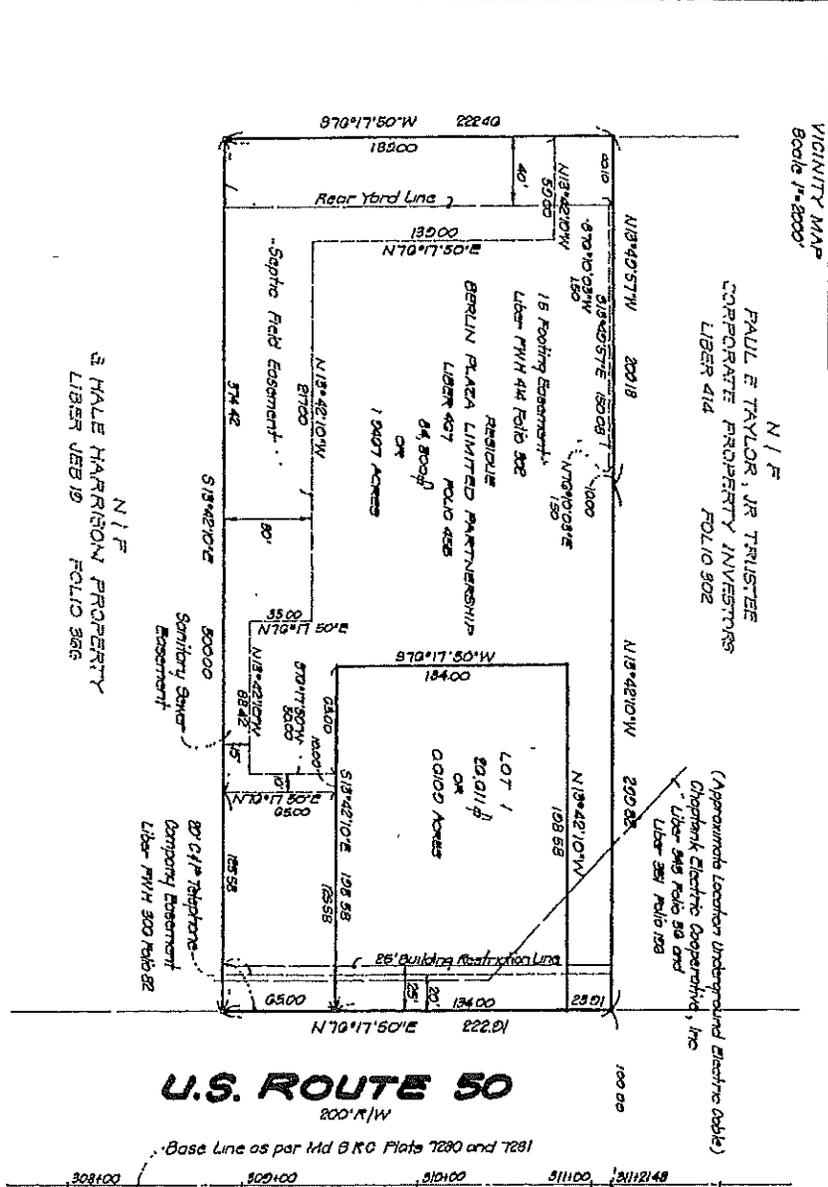
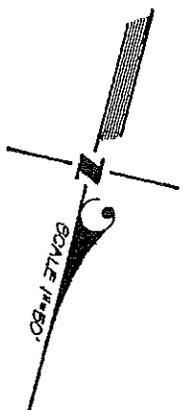
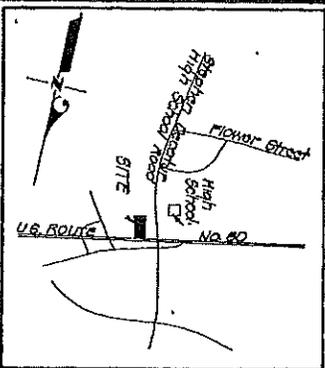
My Commission Expires: _____

Exhibit "A"

Annexed Property Description

DESCRIPTION OF ANNEXED AREA

Beginning at a point on the southerly side of the right of way line of U.S. Route 50, at the easterly point of the property which was annexed into the Town of Berlin by Annexation Resolution 2002-10 (now the property of Two Farms, Inc.) and from said point of beginning running by and with the easterly property line of said annexed Two Farms, Inc. property, south 13° 42 minutes 10 seconds east 299.82 feet to a point; thence continuing by and with said property line; south 13° 49 minutes 57 seconds east 200.18 feet to a point; thence leaving the line of said annexed area and running in an easterly direction; north 76° 17 minutes 50 seconds east 222.40 feet to a point; thence running in a northerly direction north 13° 42 minutes 10 seconds west a distance of 500 feet to a point which is the north easterly corner of the boundary line of the proposed annexed property at its intersection with the southerly line of said U.S. Route 50 right of way; thence by and with the southerly right of way line of U.S. Route 50; south 76° 17 minutes 50 seconds west 222.91 feet to the place of beginning; said annexed property containing 1.947 acres of land more or less.



BERLIN PLAZA

LOT 1
 THIRD ELECTION DISTRICT
 WORCESTER COUNTY, MARYLAND
 DATE MAY, 1970
 SCALE 1/4"=80'

SUBDIVISION CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of all the lands conveyed by Sephony Shores, Inc. to Berlin Plaza Limited Partnership by deed dated September 10, 1974 and recorded among the Land Records of Worcester County, Maryland in Liber 407 of Folio 489.

1. Further certify that the requirements of Section 72, Article 17 of the Annotated Code of Maryland (as amended) as for as they relate to the making of this plat have been complied with.

The total area indicated in this plan of subdivision is 255779 sq. ft.

Date May 29, 1970
Carlton M. Bazis
 Reg. Professional Land Surveyor
 Maryland #30289

OWNERS' DEDICATION

We, Berlin Plaza Limited Partnership, by Berlin Plaza Limited, Inc. General Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the minimum building restriction lines, except as shown.

There are no suits of action, leases, liens, trusts or mortgages on the property included in this plan of subdivision except certain deeds of trusts and the parties in interest thereto have indicated their consent to this plan of subdivisions.

John T. Goffe, Secretary
 Date 6-8-76
 For MERRITT BANKERS & LOANING
 For CHICAGO TITLE INSURANCE COMPANY
 For STUART LBS
 For John W. Underwood, Trustee
 Date 6-8-76

William A. Rogers, Jr., Trustee
 Date 6-8-76
John W. Underwood, Trustee
 Date 6-8-76
John W. Underwood, Trustee
 Date 6-8-76

BAZIS, CARLIN and ASSOCIATES, INC.

Land Surveyors and Planners
 3332 Annapolis Road
 Lanham, Maryland 20801
 301-577-9220

This commercial subdivision lot and property shown hereon is approved only for the water supply and sewerage system for the McBrooks Restaurant. Any future development plans will have to be submitted and reviewed by the Worcester County Health Department.



WORCESTER COUNTY PLANNING & ZONING COMMISSION
 APPROVED June 11, 1976
 Date
David E. Johnson
 SIGNATURE

WORCESTER COUNTY HEALTH DEPARTMENT
 APPROVED 6/9/76
 Date
James R. Stiles, P.S. & L.S. & M.S. & L.S.
 COUNTY HEALTH OFFICER

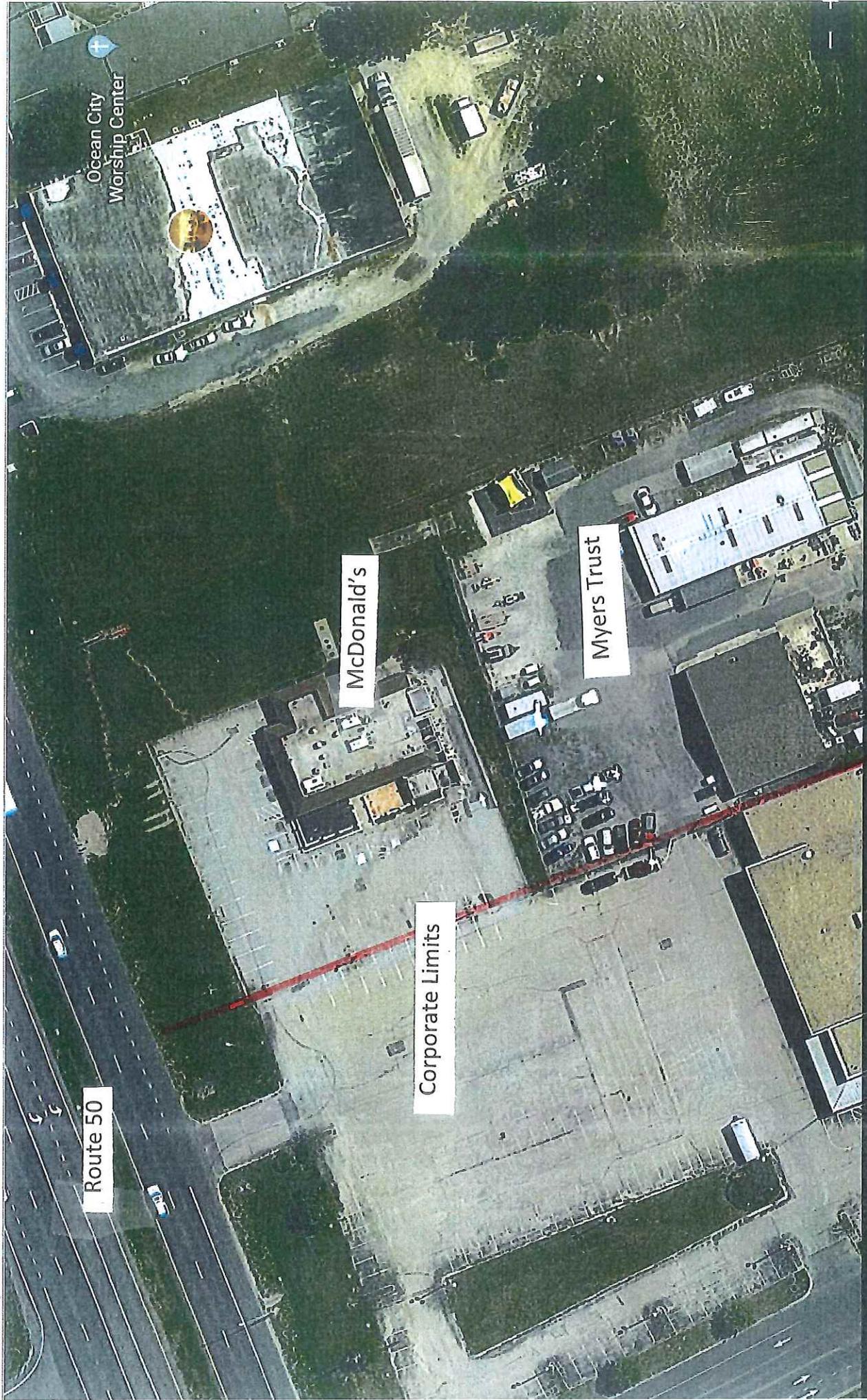
Berlin Annexation-Two Farms, Inc. (McDonalds) & Myers Trust



Camera: 514 r



Berlin Annexation-Two Farms, Inc. (McDonalds) & Myers Trust



LOT 1

BERLIN PLAZA

THIRD ELECTION DISTRICT
 WORCESTER COUNTY, MARYLAND
 DATE MAY, 1970 SCALE 1"=80'

SURVEYORS CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of all the lands conveyed by Subdivision 50 to Berlin Plaza Limited Partnership by deed dated September 10, 1974 and recorded among the Land Records of Worcester County, Maryland in Liber 407 of Folio 455

I further certify that the requirements of Section 72, Article 17 of the Annotated Code of Maryland (as amended) as far as they relate to the making of this plan have been complied with

The total area included in this plan of subdivision is 2.5570 acres

Date May 29, 1976
Carlin M. Bazis
 CARLIN M. BAZIS
 Reg. Professional Land Surveyor
 Maryland #50289

OWNERS DEDICATION

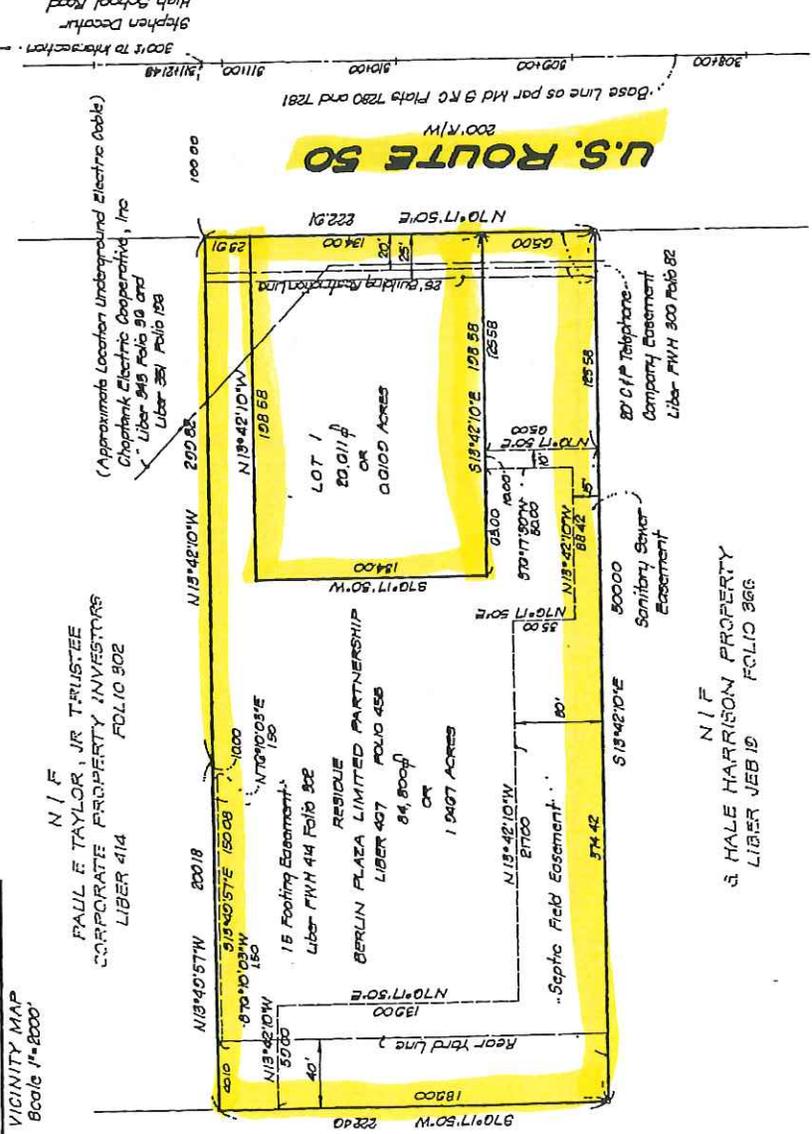
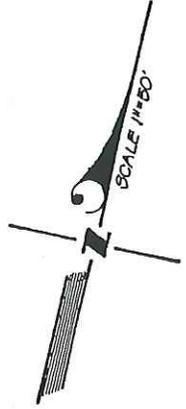
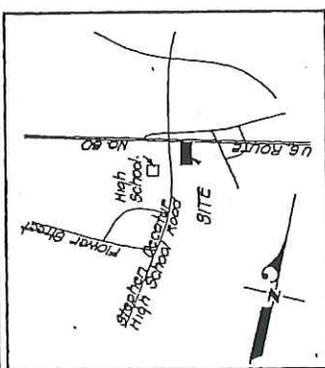
We, Berlin Plaza Limited Partnership, by Berlin Plaza Limited, Inc., General Partner, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the minimum building restriction lines, except as shown

There are no easements, liens, trusts or mortgages on the property included in this plan of subdivision except certain easements of trusts and the parties in interest thereto have indicated thereon to this plan of subdivisions

Joan T. Colter 6-8-76 Date
 Joan T. Colter, Secretary Berlin Plaza Limited, Inc.
William O. Rogers, Jr. 6-8-76 Date
 William O. Rogers, Jr., President Berlin Plaza Limited, Partnership

We consent to this plan of subdivision
 FOR MERRITT SAVINGS & LOAN INC.
Paul Rogers 6-8-76 Date
 Paul Rogers, Trustee
 FOR CHICAGO TITLE INSURANCE COMPANY
John W. Underwood 6-8-76 Date
 John W. Underwood, Trustee
John P. Cooney 6-8-76 Date
 John P. Cooney, Trustee

BAZIS, CARLIN and ASSOCIATES, INC.
 Land Surveyors and Planners
 2332 Annapolis Road
 Lanham, Maryland 20801
 301-577-9200



This commercial subdivision lot and property shown hereon is approved only for the water supply and sewerage system for the McDonald's Restaurant. Any future development plans will have to be submitted and reviewed by the Worcester County Health Department.



WORCESTER COUNTY PLANNING & ZONING COMMISSION

APPROVED June 11, 1976 Date
David S. Johnson SIGNATURE

WORCESTER COUNTY HEALTH DEPARTMENT

APPROVED 6/9/76 Date
James R. Linder SIGNATURE
 COUNTY HEALTH OFFICER

