MAYOR AND CITY COUNCIL OF POCOMOKE CITY

RESOLUTION NO. A-03-23

A Resolution
For An Annexation of A 0.803-Acre Parcel of Land
Contiguous To and Binding Upon the Corporate Limits of Pocomoke City
Located At 541 Ocean Highway, Pocomoke City, MD 21851

WHEREAS, Section 4-401 et. seq., *Local Government Article*, of the Maryland Annotated Code, provides a Maryland municipality the power to enlarge municipal boundaries by annexation; and,

WHEREAS, Pocomoke City has received an annexation petition filed by Trinity Realty Holdings, LLC, by its owners, Tony John Varghese and Seema Varghese, for annexation of a 0.803 acre parcel of land at 541 Ocean Highway and it has been verified that Trinity Realty Holdings, LLC is the sole owner of the property to be annexed, as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the parcel which is sought to be annexed is contiguous and adjoining to the existing boundaries of Pocomoke City and does not create an unincorporated area that is bounded on all sides by (i) real property presently in the boundaries of the municipality; (ii) real property proposed to be in the boundaries of the municipality as a result of the proposed annexation; or (iii) any combination of real property described in item (i) or (ii) of this item and the land is not located in another municipality; and,

WHEREAS, at least 25% of the registered voters who are residents in the area to be annexed; and the owners of at least 25% of the assessed valuation of the real property in the area to be annexed have signed the petition for annexation, as set forth in Exhibit "B" attached hereto and made a part hereof; and,

WHEREAS, if the area is successfully annexed, the parcel shall be subject to the standard rates of municipal taxation and fees for municipal services and facilities and shall be governed pursuant to the Annexation Agreement, as set forth in Exhibit "C" attached hereto and made a part hereof; and,

WHEREAS, the property is currently zoned by Worcester County as C-2. The Pocomoke City Code Section 230-12 provides that when "territory becomes a part of the incorporated area of Pocomoke City by annexation or otherwise, such territory shall automatically be classified in the R-1 District until otherwise classified;" and,

WHEREAS, the Pocomoke City Planning and Zoning Commission, has prospectively approved the parcel, on the condition it is successfully annexed,

to be zoned as B-2-General Business Zoning, and if the annexation is successful the parcel shall be zoned as such;

NOW THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Pocomoke City, pursuant to State law, hereby:

Section 1. Set a public hearing on the annexation petition and plan for Monday, June 5th, 2023, at 6:30pm at City Hall and that the City Clerk shall cause a public notice of the time and place of said hearing to be published not fewer than two times at not less than weekly intervals, in a newspaper of general circulation in Pocomoke City, Maryland, which said notice shall specify the time and place at which the Mayor and City Council of Pocomoke City will hold a public hearing on the Resolution.

Section 2. Introduce and adopt a resolution for an annexation plan for "For the Owners, Trinity Realty Holdings, LLC for Tax Map 100, Grid 02, Parcel 110, consisting of 35,000 square feet located at 541 Ocean Highway, Pocomoke City," which is contiguous to and binding upon the corporate limit of the City.

The above resolution was introduced and read at a regular meeting of the Mayor and City Council of Pocomoke City, Maryland, held on the 1st day of May, 2023, having been duly published as required by law and in the meantime a public hearing was held on the 5th day of June, 2023, and was finally passed by the Mayor and Council at its regular meeting held on the _____ day of _____, 2023.

_____
Council Vice President
Esther L. Troast

APPROVED BY ME THIS
____DAY OF _____ 2023

_____
City Clerk
Michelle Beckett El-Soloh

_____
Mayor and Council President
Todd J. Nock

Exhibit A

LAW OFFICES
WEBB, CORNBROOKS,
WILBER, DOUSE,
MATHERS & ILLUMINATI,
LLP
P. O. BOX 910
SALISBURY, MARYLAND
410-742-3176

IN RE: 541 OCEAN HIGHWAY	*	MAYOR AND CITY COUNCIL OF
	*	
WORCESTER COUNTY, MARYLAND	*	POCOMOKE CITY, MARYLAND

* * * * * * * * * * * *

PETITION FOR ANNEXATION

Now comes Trinity Realty Holdings, LLC, owner of the property known as 541 Ocean Highway, Pocomoke, Maryland 21851, by and through its attorney, Deborah Ullmann, and the Law Office of Deborah Ullmann, LLC, and hereby petition the Mayor and City Council of Pocomoke City to annex its property to be included within the corporate limits of the City. It requests that the Mayor and City Council issue a resolution, publish the required notice, and conduct a public hearing concerning the proposed annexation.

The above mentioned property is contiguous and adjoining to Pocomoke City and does not lie within the boundaries of any other municipality. If annexation is granted, no enclave of unincorporated area would be completely surrounded by land within the municipality.

The above mentioned property consists of 17,022 square feet, or .39 acres, as set forth in the "Annexation Plat for the City of Pocomoke" dated January 18, 2023, attached hereto and incorporated herein as Exhibit 1,by George E. Young, III, a professional land surveyor licensed by the State of Maryland. The property contains an existing rental house and garage and is zoned in Worcester County as C-2 (Commercial). Petitioners request that the City's zoning map be amended to reflect this commercial zoning classification.

Attached hereto as Exhibit 2, are consents to the annexation by the adjacent property owners. Petitioners also request to be connected to the City's wastewater treatment services, in addition to eligibility for other City services.

Respectfully submitted,

Deborah Ullmann, Esquire
203 Second Street
Pocomoke City, MD 21851
DUllmannesq@gmail.com
(410) 603-9140

Tony John Varghese, President
Trinity Realty Holdings, LLC

1/31/23
Date

LEGAL DESCRIPTION OF THE LAND OF TRINITY REALTY HOLDINGS, LLC TO BE ANNEXED INTO THE CITY OF POCOMOKE IN THE FIRST ELECTION DISTRICT, WORCESTER COUTNY, MARYLAND

All that lot situate on the westerly side of the new U.S. Route No. 13, leading from Pocomoke City to the Virginia Line, beginning at a point on said U.S. Route No. 13 which is distant two hundred seven (207) feet, in a southerly direction, along said new U.S. Route No. 13, from its intersection with a county road known as "Tull's Road"; and thence, from said beginning point, in a southerly direction, one hundred forty (140) feet to a marker to be settled in the ground; thence in a westerly direction, by a straight line at right angles to the said new U.S. Route No. 13, to the old U.S. Route No. 13; thence by and with said old U.S. Route No. 13, in a northerly direction, one hundred forty (140) feet to a marker settled in the ground; thence in an easterly direction, to the place of beginning.

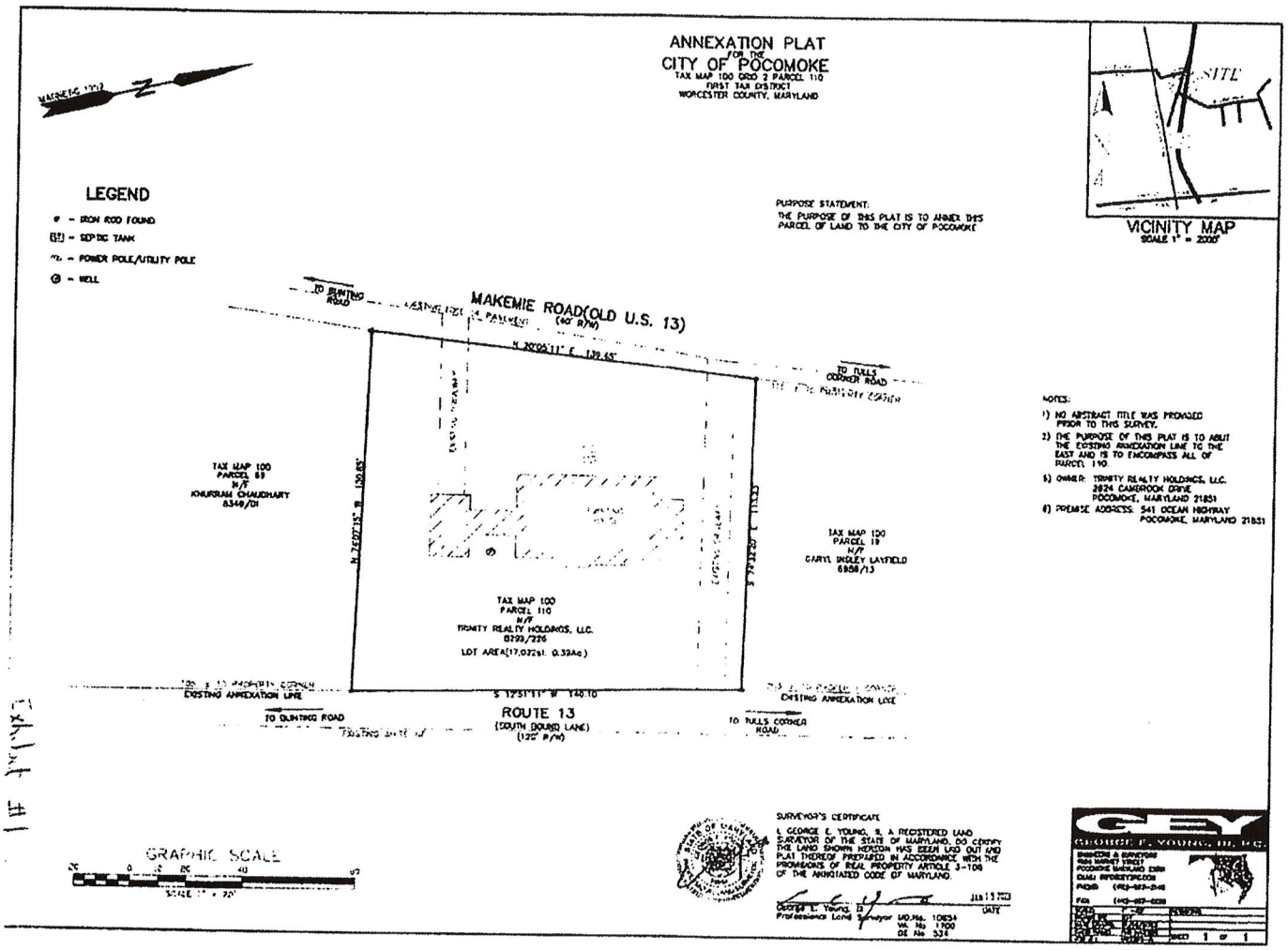

ANNEXATION PLAT
FOR THE
CITY OF POCOMOKE
TAX MAP 100 GRID 2 PARCEL 110
FIRST TAX DISTRICT
WORCESTER COUNTY, MARYLAND
LEGEND
IRON ROD FOUND
SEPTIC TANK
POWER POLE/UTILITY POLE
WELL
PURPOSE STATEMENT:
THE PURPOSE OF THIS PLAT IS TO ANNEX THIS PARCEL OF LAND TO THE CITY OF POCOMOKE
VICINITY MAP
SCALE 1" = 2000'
MAKEMIE ROAD(OLD U.S. 13)
(40' R/W)
TO BUNTING ROAD
TO TULLS CORNER ROAD
TAX MAP 100
PARCEL 69
N/F
KHURRAM CHAUDHARY
8349/01
TAX MAP 100
PARCEL 19
N/F
CARYL INGLEY LAYFIELD
6958/13
TAX MAP 100
PARCEL 110
N/F
TRINITY REALTY HOLDINGS, LLC.
8293/226
LOT AREA(17,022sf. 0.39Ac.)
EXISTING ANNEXATION LINE
ROUTE 13
(SOUTH BOUND LANE)
(120' R/W)
TO BUNTING ROAD
TO TULLS CORNER ROAD
NOTES:
1) NO ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
2) THE PURPOSE OF THIS PLAT IS TO ABUT THE EXISTING ANNEXATION LINE TO THE EAST AND IS TO ENCOMPASS ALL OF PARCEL 110.
3) OWNER: TRINITY REALTY HOLDINGS, LLC.
2824 CAMBROOK DRIVE
POCOMOKE, MARYLAND 21851
4) PREMISE ADDRESS: 541 OCEAN HIGHWAY
POCOMOKE, MARYLAND 21851
GRAPHIC SCALE
SURVEYOR'S CERTIFICATE
I, GEORGE E. YOUNG, II, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO CERTIFY THE LAND SHOWN HEREON HAS BEEN LAID OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-108 OF THE ANNOTATED CODE OF MARYLAND.
George E. Young, II
Professional Land Surveyor
MD.No. 10654
VA. No. 1700
DE No. 534
DATE
GEORGE E. YOUNG, III, P.C.
SHEET 1 OF 1

Exhibit #1

Exhibit B

LAW OFFICES
WEBB, CORNBROOKS,
WILBER, DOUSE,
MATHERS & ILLUMINATI,
LLP
P. O. BOX 910
SALISBURY, MARYLAND
410-742-3176

IN RE: 541 OCEAN HIGHWAY	*	MAYOR AND CITY COUNCIL OF
	*	
WORCESTER COUNTY, MARYLAND	*	POCOMOKE CITY, MARYLAND

* * * * * * * * * * * *

CONSENT TO ANNEXATION

Now comes, Khurram Chaudhary, owner of a property contiguous to 541 Ocean Highway, Pocomoke, Maryland 21851,who is/~~is not~~ (circle one) a registered voter in Worcester County, Maryland and hereby gives consent to the annexation of the above mentioned property in order that it can connect to Pocomoke City's sewer system

Respectfully submitted,

K. Chaudhary

Khurram Chaudhary

Exhibit # 2(a)

IN RE: 541 OCEAN HIGHWAY	*	MAYOR AND CITY COUNCIL OF
	*	
WORCESTER COUNTY, MARYLAND	*	POCOMOKE CITY, MARYLAND

* * * * * * * * * * * * *

CONSENT TO ANNEXATION

Now comes, Daryl Layfield Insley, owner of a property contiguous to 541 Ocean Highway, Pocomoke, Maryland 21851,who ~~is~~/is not (circle one) a registered voter in Worcester County, Maryland and hereby gives consent to the annexation of the above mentioned property in order that it can connect to Pocomoke City's sewer system

Respectfully submitted,

Daryl Layfield Insley

Exhibit # 2(b)

Exhibit C

LAW OFFICES
VEBB, CORNBROOKS,
WILBER, DOUSE,
ATHERS & ILLUMINATI,
LLP
P. O. BOX 910
SALISBURY, MARYLAND
410-742-3176

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made on _____, between Pocomoke City, a municipal corporation of the State of Maryland ("City") and Trinity Realty Holdings, LLC, ("Owners") which is an active Maryland LLC in good standing, whose owners are Tony John Varghese and Seema Varghese.

RECITALS

A. The Owners, Trinity Realty Holdings, LLC, own .803 acres or 35,000 square feet of real property located at 541 Ocean Highway ("Property"), which is depicted in Attachment A; and

B. The Property is located in Worcester County, Maryland, adjacent to the corporate boundaries of the City, and subject to annexation by the City; and

C. The Owners wants the City to annex its Property, the City wants to annex the Property, provided that certain conditions are satisfied; and

D. Under to the authority contained in Md. Code, Local Gov't. § 4-401 et seq., the Owners and the City have agreed that the following conditions will apply to the annexation proceedings and to the Property.

1. WARRANTIES AND REPRESENTATIONS OF THE OWNER(S):

This Agreement is the formal written consent to annexation by the Owners as required by Md. Code, Local Gov't. § 4-401 et seq. The Owners acknowledge that they will receive a benefit from annexation and waives any right to withdraw consent to annexation from the date of execution of this Agreement by all parties. The Owners agree that they will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that they will vote in favor of the Annexation Resolution.

The Owners represent that they have full authority to sign this Agreement and that they are in fact the sole owners of the real property encompassed in the Property and more particularly described in Appendix A, which is 100% of the assessed valuation of real property being annexed, and that there is no action pending against them involving the Property that would in any way affect their right and authority to execute this Agreement

2. APPLICATION OF CITY CODE AND CHARTER

After the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property.

3. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "B-2", consistent with the County's zoning classification of the property as "C-2" Commercial. The City's zoning map will be revised accordingly.

4. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services.

The City has jurisdiction to provide sewer service to the Property.

5. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any State, or Federal standard, criteria, or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation will apply.

6. DEVELOPMENT CONSIDERATIONS

A. Costs and Fees: The annexation fee, estimated cost of legal advertising and sewer connection fee have been paid in full. Unless waived, within 30 days of the effective date of the Annexation Resolution, the City will provide a final invoice for additional costs incurred by the City for legal counsel, staff time, or any additional advertising fees. Upon receipt of any final invoices, the Owner shall be pay this invoice within 30 days of receipt. Upon connection to the City's sewer system, the property owner is responsible for all costs relating to the remediation, disconnection or removal any on-site sewer disposal systems as may be required by the Worcester County. If the Owners do not complete the annexation, the paid fees are nonrefundable.

B. Utilities: The Owners agrees to extend and pay for the cost of City utilities to the Property in accordance with the requirements and guidance of the City. The work Owners agree to tie into sewer services within one year of the effective date of the Annexation Resolution. The City will provide a water meter to be installed on the domestic well at the expense of the owner. The owner will establish a utility account with the City within 30 days of installation of a water meter to determine sewage outflows.

7. MISCELLANEOUS:

A. The obligations of the parties under Paragraph 7(A) will commence upon the signing of this

Annexation Agreement. The remaining obligations of this Agreement are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by Pocomoke City and will be void in the event the City fails to affect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement will also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. The parties will reasonably cooperate to carry out the purpose of this Agreement.

D. The Agreement and attachments will be recorded among the Land Records of Worcester County and will run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms of the agreement by mutual agreement, after the effective date of any Annexation Resolution adopted by the City, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement will be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in party by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, is assignable, in whole or in part, by the Owners without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the Property. However, the Owners will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Property, without first obtaining the written consent and acknowledgement of the transferee or pledgee to this Agreement and to the complete observance hereof. The Owners shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation. The provisions of this paragraph shall not require disclosure of any option, contract or purchase agreement applicable to all or any part of the Property, but shall require delivery to the City of the executed deed(s) following the closing

thereon.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland will govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce this agreement must be brought exclusively in the Courts of the State of Maryland in Worcester County.

J. All notices and other communications under this Agreement must be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

Pocomoke City, Maryland

_____(SEAL)

_____, City Manager

Owners

_____(SEAL)
Tony John Varhese, Owner
Trinity Realty Holdings, LLC

_____
Seema Varhese, Co-owner
Trinity Realty Holdings, LLC

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, a Notary Public in and for the State aforesaid, personally appeared Jeremy Mason, City Manager, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly appointed official of Pocomoke City, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

Witness my hand and notarial seal.

_____

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, a Notary Public in and for the State aforesaid, personally appeared Trinity Realty Holdings owners, Tony John Varhese, and Seema Varhese, who have been satisfactorily proven to be the persons whose name is subscribed to the within instrument, who acknowledged themselves to be the Owners, and that, being duly authorized so to do, have executed the foregoing instrument for the purposes therein contained, by signing his name.

Witness my hand and notarial seal.

_____

Notary Public

My Commission Expires: _____

I CERTIFY that the foregoing instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

_____

Andrew Illuminati

Appendix A

Property to be Annexed

Appendix A
~~Attachment B~~

State Department of Taxation Information Sheet

Real Property Data Search ( )
Search Result for WORCESTER COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 01 Account Number - 013858

Owner Information

Owner Name:	TRINITY REALTY HOLDINGS LLC	**Use:**	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	2624 CAMBROOK DR POCOMOKE MD 21851-	**Deed Reference:**	/08299/ 00226

Location & Structure Information

Premises Address:	541 OCEAN HWY POCOMOKE 21851-0000	**Legal Description:**	140' X 250' W SIDE R-13 S OF POCOMOKE

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0100	0002	0110	1010007.24	0000				2023	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1950	2,247 SF		35,000 SF	

StoriesBasementType		ExteriorQuailtyFull/Half BathGarage		Last Notice of Major Improvements
1 1/2	NO	STANDARD UNITSIDING/3	1 full	1 Attached

Value Information

	Base Value	Value	Phase-In Assessments	
		As of 01/01/2023	As of 07/01/2022	As of 07/01/2023
Land:	44,900	44,900		
Improvements	37,600	108,000		
Total:	82,500	152,900	82,500	105,967
Preferential Land:	0	0		

Transfer Information

Seller: MEARS BOBBY T	**Date:** 01/28/2022	**Price:** $75,500
Type: ARMS LENGTH MULTIPLE	**Deed1:** /08299/ 00226	**Deed2:**
Seller: MEARS BOBBY T & JEANE E	**Date:** 07/29/1998	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** RHO /01940/ 00003	**Deed2:**
Seller: HAROLD S & LAURA M MILLS	**Date:** 06/26/1975	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** FWH /00477/ 00639	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

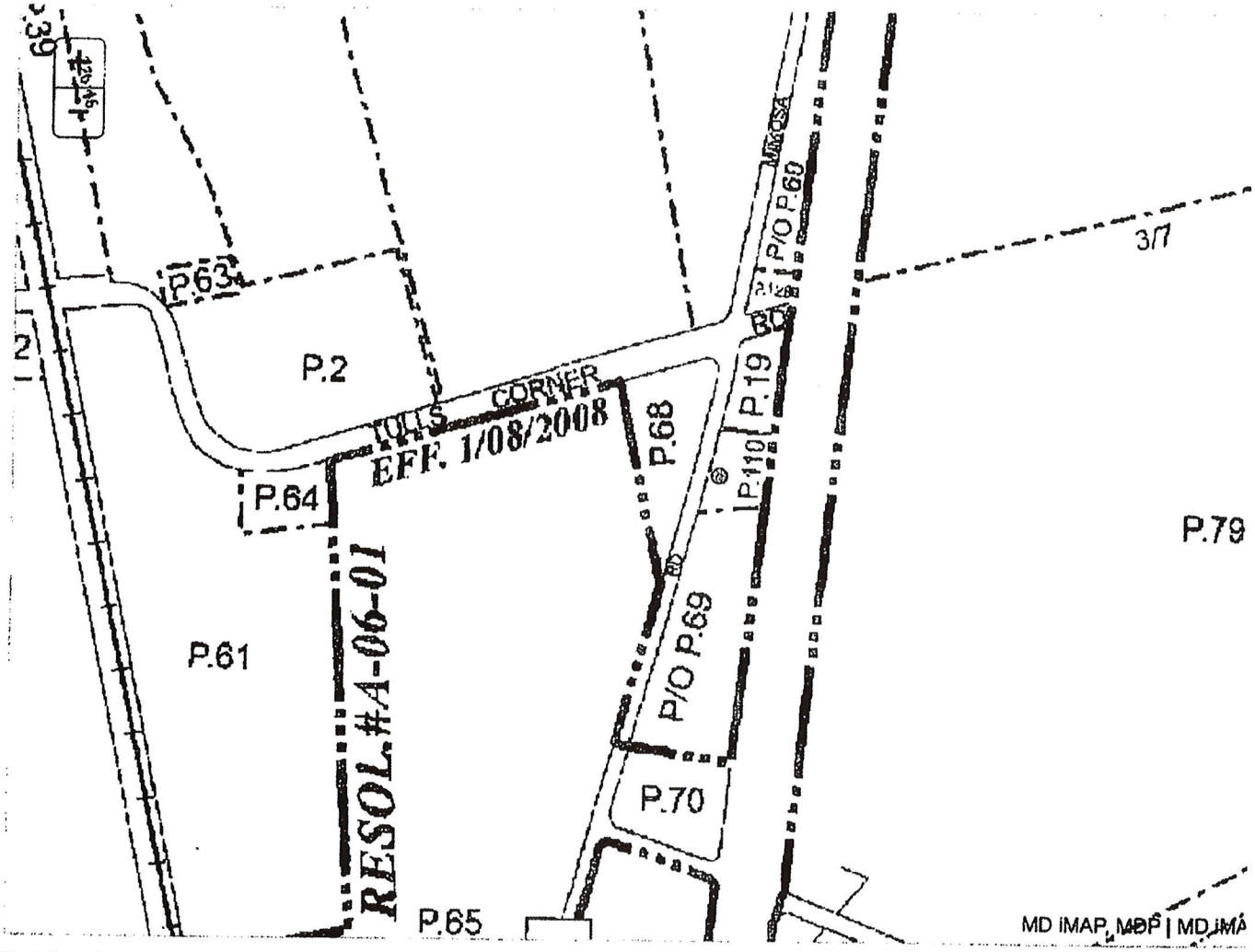
Homeowners' Tax Credit Application Status: No Application **Date:**

Attachment C: SDAT Map

Worcester County

New Search (https://sdat.dat.maryland.gov/RealProperty)

District: 01 **Account Number: 013858**



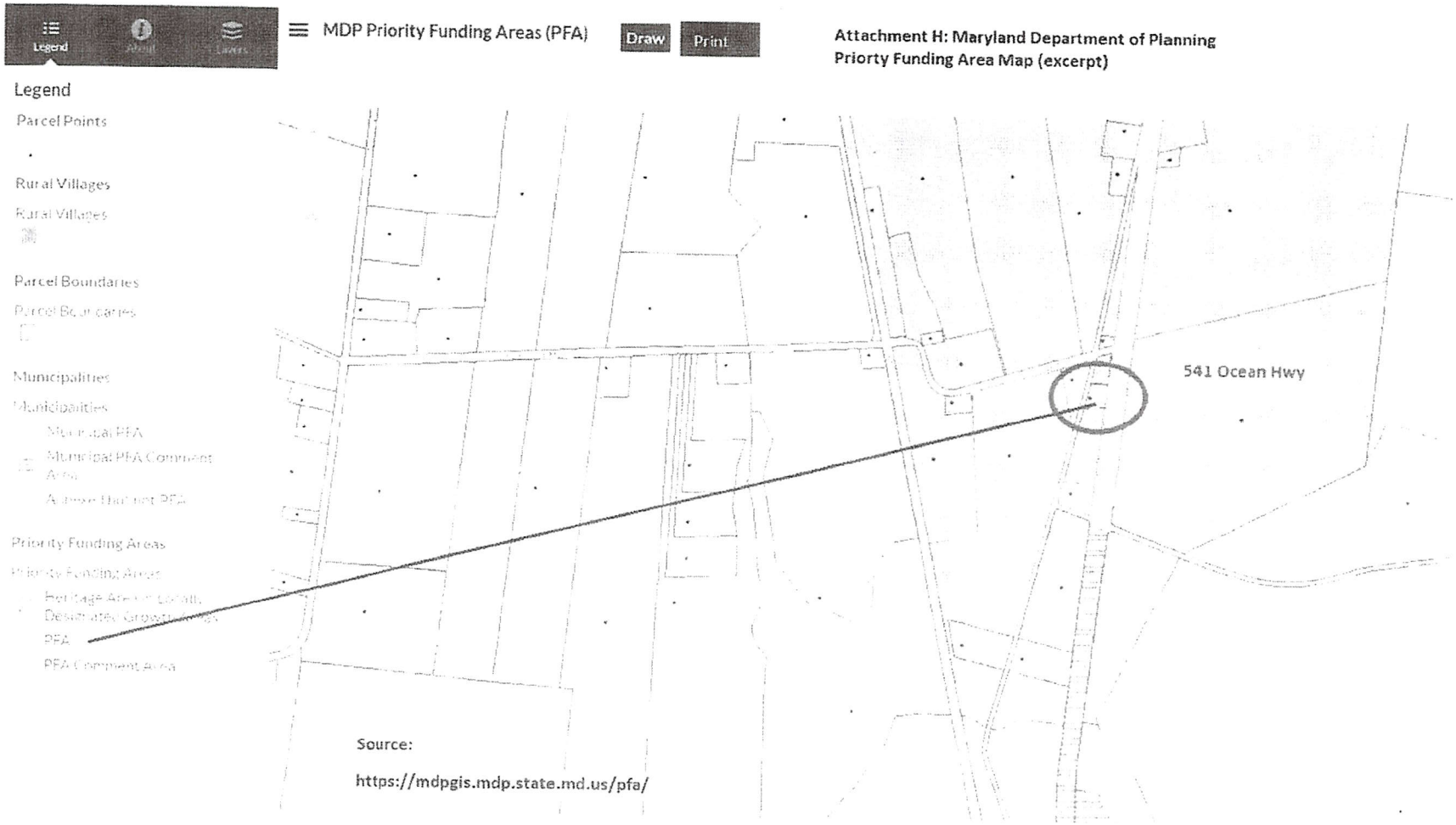
The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

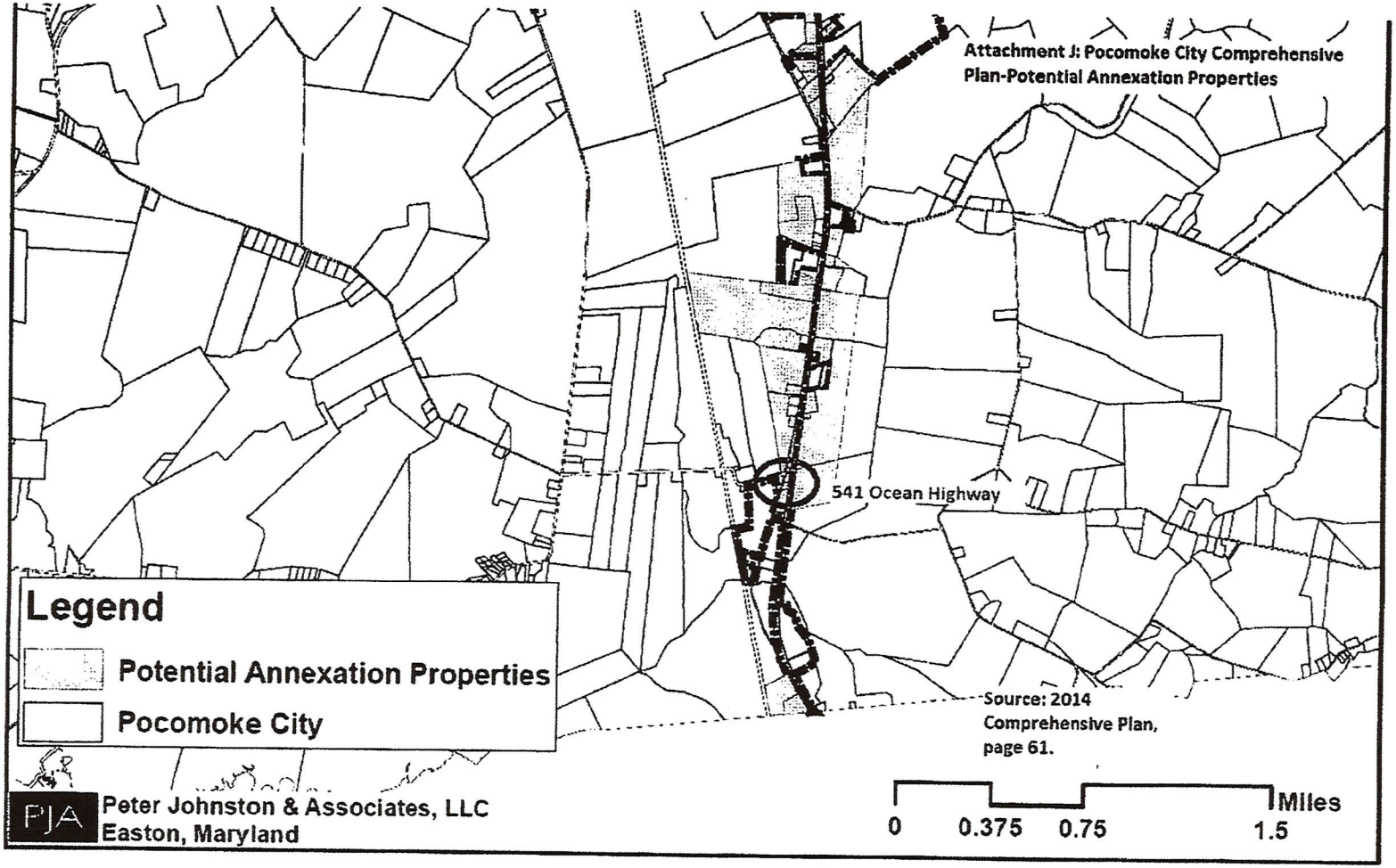
If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (http://www.plats.net).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx (http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx).

Attachment H: Maryland Department of Planning Priorty Funding Area Map (excerpt)




Attachment J: Pocomoke City Comprehensive Plan-Potential Annexation Properties
541 Ocean Highway
Legend
Potential Annexation Properties
Pocomoke City
Source: 2014 Comprehensive Plan, page 61.
PJA
Peter Johnston & Associates, LLC
Easton, Maryland
0
0.375
0.75
1.5
Miles

Pocomok