

MAYOR AND CITY COUNCIL OF
CUMBERLAND

: STATEMENT AND LIEN

: Filed and Recorded _____

vs.

: At _____ o'clock _____ M.

Property Owners abutting
either side of BEALL STREET
from the C&O-B&O Railroad
Crossing to its intersection
with Patterson Avenue.: In the Clerk's Office of
the Circuit Court for
Allegheny County, Maryland

: _____

: _____

: _____

: _____

: _____

S T A T E M E N T

WHEREAS, by Sections 127-132, inclusive of the Charter of the City of Cumberland, Maryland (1966 Edition) and amendments thereto, the Mayor and City Council of Cumberland, whenever in its judgment the public interest or convenience requires, or whenever in the opinion of the Mayor and City Council it is for the benefit of the owners and the improvement of property abutting on any street, may have any street or alley in said City paved, repaved, graded, regraded, curbed, recurbed, guttered, reguttered, sewerred, resewered, surfaced or resurfaced, or otherwise improved, provided said street has not been so improved during the preceding five years, and levy the whole expense thereof, or any part or portion thereof on the property binding on said or such street or alley, agreeably to the extent of such lots thereon, and collect the expense thereof as directed in said Charter provisions, provided that notice be given by publication or by service of written notice personally upon the parties to be affected by such proceedings, and allowing them to be heard before any such proceedings are had; and

WHEREAS, by an Ordinance passed at a meeting of the Mayor and City Council of Cumberland on the 21st day of July, 1970, the City Clerk was directed to give at least ten days' notice by publication twice in each of two daily newspapers published in the City of Cumberland that at a meeting of the Mayor and City Council of Cumberland, to be held at 10:00 o'clock A. M., on the 11th day of August, 1970, an Ordinance would be introduced providing for the

_____ leveling,
_____ patching, resurfacing

or otherwise improving of

from its intersection with Beall Street
_____ C&O-B&O Railroad Crossing

to its intersection with Patterson Avenue

and that anyone desiring to be heard at that time would be given an opportunity to be heard; and

WHEREAS, the said City Clerk caused said notice by publication to be given by causing the same to be published twice in the Evening Times and the Cumberland News, two daily newspapers published in the said City of Cumberland, and all the requirements and conditions of said Ordinance were complied with, and said street, to-wit:

Beall Street from its intersection with

_____ C&O-B&O Railroad Crossing

to its intersection with Patterson Avenue

the same being a public street, and not having been improved during the

PLAT Filed in PLAT Box
126

C. H. H. H.

five years preceding the completion of the improvements contemplated by said Ordinance, was _____ leveled, patched, resurfaced

or otherwise improved, agreeable to the terms of an Ordinance of the Mayor and City Council of Cumberland, passed on the 11th day of August, 1970, and the whole work of so improving said part of said Beall Street was completed on the 23rd day of October, 1970; and

WHEREAS, by said Ordinance passed on the 21st day of July, 1970, the City Clerk was directed to, and did thereunder, give notice by publication in two newspapers published in the City of Cumberland, or by posting notices along Beall Street from its intersection with C&O-B&O Railroad Crossing

to its intersection with Patterson Avenue

of the intention of the Mayor and City Council to assess the cost of

said part of Beall Street done under and by virtue of said Ordinance passed on the 11th day of August, 1970, and warning all persons interested that they would be heard by said Mayor and City Council on the 23rd day of March, 1971 at the Council Chamber at 8:00 o'clock P. M.; and

WHEREAS, on the said 23rd day of March, 1971, at the City Council Chamber, at 8:00 o'clock P. M., the Mayor and City Council did meet and sit for the purpose, among other things, of hearing all persons interested in said improvement, and did so hear all persons who were present and wished to be heard; and

WHEREAS, said Ordinance passed on the 21st day of July, 1970, provided that the Mayor and City Council in assessing and levying the cost of the improvement done under and by virtue of said Ordinance, should assess _____ of said cost against the owners of property abutting on said part of said Beall Street and should assess the balance of said cost against the Mayor and City Council of Cumberland, and against the said owners should assess an amount of money equal to _____ of said cost and prorate the same among said owners according to the number of front feet owned by each, and should describe the property so owned by reference to the Land Records of Allegheny County, or such other apt description as shall be necessary to identify the property so assessed against, and that the Mayor and City Council, through its Clerk, should within six months after the completion of such improvement of said part of said Beall Street file with the Clerk of the Circuit Court for Allegheny County a statement showing the whole amount of money expended in such _____ leveling, patching,

_____ resurfacing or otherwise improving said part of said street under said Ordinance passed on the 21st day of July, 1970, and the names of the persons among whom the said sum has been apportioned, and the amount apportioned to each, and a general description of the land owned by each of said parties, _____ of said whole cost to be apportioned among the owners on said part of said street, and the balance to be assessed and charged to the Mayor and City Council of Cumberland; also that said sums so assessed to said property owners are intended to operate as liens under and by virtue of Chapter 94 of the Acts of the General Assembly of Maryland of 1927, and also under and by virtue of the Charter of the Mayor and City Council of Cumberland, and all amendments thereto; and

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Beall Street with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Beall Street with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland

MARYLAND
21502

CITY ENGINEER
C. R. NUZUM

March 9, 1971

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving Beall Street from the C&O-B&O Railroad Crossing to its intersection with Patterson Avenue.

The work was let to Contract with the Cumberland Contracting Company, under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along Beall Street, together with a Plat showing the location of all properties on said street, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 05

Work Started: September 30, 1970
Work Completed: October 23, 1970

TOTAL COST OF IMPROVEMENTS

Times & Alleganian:		
<u>7/23-24/70</u>	Notice to Property Owners	\$3.75
<u>8/15-17/70</u>	Notice to Bidders	<u>5.63</u>
		\$ 9.38
<u>10/23/70</u>	The Cumberland Contracting Company Furnishing of labor, equipment and materials necessary for the improvement of Beall Street, per Contract.	2,826.63
	Engineering	320.32
	Recording Drawings, Notice to Property Owners	1.50
	Number of Property Owners, 33 @ 1.00	38.00
Times & Alleganian:		
<u>3/11-12/71</u>	Final Notice to Property Owners	4.00
	Filing Liens, 7 @ 3.00	<u>21.00</u>
	TOTAL COST	\$3,220.83
	Lineal Feet of Chargeable Frontage	1,400.36
	$\$3,220.83 \div 1,400.36 = \2.30 Per Lineal Foot	
	50% City's Share of Cost	= 1.15
	50% Property Owner's Share of Cost	= 1.15
	Cost to City @ 50%	= \$1,610.42
	Cost to Property Owner @ 50%	= \$1,610.41
	TOTAL COST	\$3,220.83

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 06

LIBER FOLIO

Collins, John A. and Angela M. Collins h/w Part of Lot 183 Original Town Lots 32 Lineal Feet Resurfacing @ \$1.15 =	159	255	\$36.80
Welker, Martha E. and Martha Jane Welker Part of Lot 183 Original Town Lots 24.65 Lineal Feet Resurfacing @ 1.15 =	262	210	28.35
Ruby, Walter C. and Minnie J. Ruby h/w Part of Lot 183 Original Town Lots 21.85 Lineal Feet Resurfacing @ 1.15 =	441	441	25.13
White, Ruth E. Part of Lot 183 Part of Lot 110 Original Town Lots 40.5 Lineal Feet Resurfacing @ 1.15 =	329	68	46.57
Schoppart, Oscar N. and Matilda Schoppart h/w Part of Lot 110 Original Town Lots 26 Lineal Feet Resurfacing @ 1.15 =	153	98	29.90

BEALL STREET
PATERSON AVENUE TO B&O RAILROAD

	LIBER	FOLIO	
Becker, William V. and Marjorie L. Becker h/w Part of Lot 110 Original Town Lots	363	529	
21.47 Lineal Feet Resurfacing @ \$1.15 =			\$24.69

BEALL STREET
PATERSON AVENUE TO B&O RAILROAD

	LIBER	FOLIO	
✓ Zais, Alfred P. and Emma E. Zais h/w Lot 1, Blk. 5 Rose Hill Addition	251	167	
18.4 Lineal Feet Resurfacing @ \$1.15 =			\$21.16
✓ Bennett, Woodrow S. and Cora E. Bennett, h/w Part of Lot 2, Blk. 5 Rose Hill Addition	186	276	
17 Lineal Feet Resurfacing @ 1.15 =			19.55
✓ Kendall, Edgar A. Part of Lots 2, 3, Blk. 5 Rose Hill Addition	Will 5 - 162		
16.33 Lineal Feet Resurfacing @ 1.15 =			18.78
✓ Keefe, William R. and Isabel H. Keefe h/w Part of Lot 3, Blk. 5 Rose Hill Addition	203	10	
16.66 Lineal Feet Resurfacing @ 1.15 =			19.16
✓ Smith, W. Allen and Margaret Smith h/w Lots 4, 5, Blk. 5 Rose Hill Addition	250	435	
50 Lineal Feet Resurfacing @ 1.15 =			57.50

BEALL STREET
PATERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 09

	LIBER	FOLIO	
✓ Bishop, Franklyn J. and Margaret J. Bishop h/w Lot 6 and Part of Lot 7, Blk. 5 Rose Hill Addition 30 Lineal Feet Resurfacing @ \$1.15 =	434	201	\$34.50
✓ Eyler, Elizabeth G. Part of Lot 7, Part of Lot 8, Blk. 5 Rose Hill Addition 30 Lineal Feet Resurfacing @ 1.15 =	402	310	34.50
✓ Malloy, Gerard J. and Mary E. Malloy h/w Part of Lot 8 Part of Lot 9, Blk. 5 Rose Hill Addition 30 Lineal Feet Resurfacing @ 1.15 =	235	110	34.50
✓ Judy, Earl A. and Charlotte E. Judy h/w Part of Lot 9 Part of Lot 10, Blk. 5 Rose Hill Addition 35 Lineal Feet Resurfacing @ 1.15 =	235	435	40.25
✓ Harrison, George F. and Delpha Harrison h/w Lot 11, Blk. 5 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	197	22	28.75

BEALL STREET
PATERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 10

	LIBER	FOLIO	
✓ Ford, Thomas L. III and Cheeri S. Ford h/w Lot 12, Blk. 5 Rose Hill Addition 25 Lineal Feet Resurfacing @ \$1.15 =	436	652	\$28.75
✓ Winters, John F. Sr. and Margaret Louise Winters h/w Lots 13, 14, 15, Blk. 5 Rose Hill Addition 75 Lineal Feet Resurfacing @ 1.15 =	331	451	86.25
✓ Twigg, Robert W. and Mary E. Twigg h/w Lots 1, 2, 3, and 4, Blk. 2 Rose Hill Addition 102 Lineal Feet Resurfacing @ 1.15 =	439	379	117.30
✓ Fuller, Walter M. Lots 5 and 6, Blk. 2 Rose Hill Addition 50 Lineal Feet Resurfacing @ 1.15 =	205	716	57.50
✓ Kight, Ethel V. Lot 7, Blk. 2 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	Will X -338		28.75

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD LIBER 013 PAGE 11

	LIBER	FOLIO	
Boch, George A. and Francis I. Boch h/w Lots 7 and 8, Part of Lot 9 Blk. 6 Rose Hill Addition 81.5 Lineal Feet Resurfacing @ \$1.15 =	258	29	\$93.72
Cooper, Keith E. and Verna R. Cooper h/w Part of Lot 9, Lots 10, 11, Blk. 6 Rose Hill Addition 55 Lineal Feet Resurfacing @ 1.15 =	344	311	63.25
Mignot, Howard L. and Florence A. Mignot, his sister Lots 12 and 13, Blk. 6 Rose Hill Addition 50 Lineal Feet Resurfacing @ 1.15 =	222	459	57.50
Campbell, Norman C. Lot 14, Blk. 6 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	372	176	28.75
Gerkins, Sabie E. Lots 15, 16 and 17, Blk. 6 Rose Hill Addition 75 Lineal Feet Resurfacing @ 1.15 =	117 151	456 714	86.25

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD LIBER 013 PAGE 12

	LIBER	FOLIO	
Kenney, Harry R. and Edith N. Kenney h/w Lot 8 Rose Hill Addition 25 Lineal Feet Resurfacing @ \$1.15 =	315	301	\$28.75
Hoblitzell, George O. and Louise F. Hoblitzell h/w Lots 9 and 10, Blk. 2 Rose Hill Addition 50 Lineal Feet Resurfacing @ 1.15 =	323	512	57.50
Rider, Edward J. and Kathleen E. h/w Lot 11, Blk. 2 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	266	407	28.75
Johnson, Howard E. and G. Elizabeth Johnson h/w Lots 12 and 13, Blk. 2 Rose Hill Addition 50 Lineal Feet Resurfacing @ 1.15 =	307	369	57.50
Fricky, Howard R. and Maxine Grace Fricky h/w Lot 14, Blk. 2 Rose Hill Addition 50 Lineal Feet Resurfacing @ 1.15 =	404	141	57.50

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 13

	LIBER	FOLIO	
✓ Muscatell, Angelo and Clara E. Muscatell h/w Lot 9, Blk. 1 Rose Hill Addition 27 Lineal Feet Resurfacing @ \$1.15 =	393	9	\$31.05
✓ Valentine, Walter B. and Ollie Valentine h/w Lot 10, Blk. 1 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	205	312	28.75
✓ Isner, Richard L. and Janet H. Isner h/w Lot 11, Blk. 1 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	347	315	28.75
✓ Mullen, Lloyd E. and Minnie L. Mullen h/w Lot 12, Blk. 1 Rose Hill Addition 25 Lineal Feet Resurfacing @ 1.15 =	116	637	28.75
✓ Robey, August V. and Dorothy C. Robey h/w Lot 13, Part of Lot 14, Blk. 1 Rose Hill Addition 31.25 Lineal Feet Resurfacing @ 1.15 =	377	13	35.94

BEALL STREET
PATTERSON AVENUE TO B&O RAILROAD

LIBER 013 PAGE 14

	LIBER	FOLIO	
✓ Pedder, Harry and John Pedder c/o Trust Department, First National Bank Part of Lot 14 Part of Lot 15 Blk. 1 Rose Hill Addition 31.25 Lineal Feet Resurfacing @ \$1.15 =	187	677	\$35.94
✓ Close, William H. and Edna E. Close h/w Part of Lot 15 Lot 16, Blk. 1 Rose Hill Addition 37.5 Lineal Feet Resurfacing @ 1.15 =	256	29	43.12

ORDER NO. _____

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March 19 71, by the Mayor and City Council of Cumberland, that the above and foregoing Report of G. R. Nuzum City Engineer of the City of Cumberland, showing the cost, apportionment and assessment of the aforesaid improving of Beall Street from its intersection with C&O-B&O Railroad Crossing

to its intersection with Patterson Avenue

in the City of Cumberland, Maryland, be and the same is hereby ratified and confirmed, and it is further likewise ordered that the same be recorded among the Land Records of Allegany County, Maryland, in the Clerk's Office of the Circuit Court for said County to the end that a lien may be filed against the property abutting on said improved part of Beall Street as apportioned to said respective owners under and by virtue of the authority of Sections 127 to 132, inclusive, of the Charter of the City of Cumberland, and all amendments thereto.

Passed March 23, 1971

C. Ellen Watson
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Malcolm G. Willey
CITY CLERK.

MAR 23 1971

MAYOR AND CITY COUNCIL OF
CUMBERLAND

STATEMENT AND LIEN

Filed and Recorded _____

vs.

At _____ o'clock ____ M.

Property Owners abutting on
either side of HOLLAND STREET
from its intersection with
Shriver Avenue to its intersec-
tion with Sylvan Avenue.

In the Clerk's Office of
the Circuit Court for
Allegany County, Maryland

PLAT FILED IN PLAT BOX
126

STATEMENT

WHEREAS, by Sections 127-132, inclusive of the Charter of the City of Cumberland, Maryland (1966 Edition) and amendments thereto, the Mayor and City Council of Cumberland, whenever in its judgment the public interest or convenience requires, or whenever in the opinion of the Mayor and City Council it is for the benefit of the owners and the improvement of property abutting on any street, may have any street or alley in said City paved, repaved, graded, regraded, curbed, recurbed, guttered, reguttered, sewerred, re sewerred, surfaced or resurfaced, or otherwise improved, provided said street has not been so improved during the preceding five years, and levy the whole expense thereof, or any part or portion thereof on the property binding on said or such street or alley, agreeably to the extent of such lots thereon, and collect the expense thereof as directed in said Charter provisions, provided that notice be given by publication or by service of written notice personally upon the parties to be affected by such proceedings, and allowing them to be heard before any such proceedings are had; and

WHEREAS, by an Ordinance passed at a meeting of the Mayor and City Council of Cumberland on the 21 day of July, 1970 the City Clerk was directed to give at least ten days' notice by publication twice in each of two daily newspapers published in the City of Cumberland that at a meeting of the Mayor and City Council of Cumberland, to be held at 10:00 o'clock A. M., on the 11th day of August, 1970 an Ordinance would be introduced providing for the leveling, patching, resurfacing,

or otherwise improving of Holland Street
from its intersection with Shriver Avenue

to its intersection with Sylvan Avenue

and that anyone desiring to be heard at that time would be given an opportunity to be heard; and

WHEREAS, the said City Clerk caused said notice by publication to be given by causing the same to be published twice in the Evening Times and the Cumberland News, two daily newspapers published in the said City of Cumberland, and all the requirements and conditions of said Ordinance were complied with, and said street, to-wit: Holland Street from its intersection with

Shriver Avenue
to its intersection with Sylvan Avenue

the same being a public street, and not having been improved during the

6-4445

five years preceding the completion of the improvements contemplated by said Ordinance, was leveled, patched, resurfaced,

or otherwise improved, agreeable to the terms of an Ordinance of the Mayor and City Council of Cumberland, passed on the 11th day of August, 1970, and the whole work of so improving said part of said Holland Street was completed on the 23rd day of October, 1970; and

WHEREAS, by said Ordinance passed on the 21 day of July, 1970, the City Clerk was directed to, and did thereunder, give notice by publication in two newspapers published in the City of Cumberland, or by posting notices along Holland Street from its intersection with Shriver Avenue

to its intersection with Sylvan Avenue

of the intention of the Mayor and City Council to assess the cost of

said part of Holland Street done under and by virtue of said Ordinance passed on the 11th day of August, 1970 and warning all persons interested that they would be heard by said Mayor and City Council on the 23 day of March, 1971 at the Council Chamber at 8:00 o'clock P. M.; and

WHEREAS, on the said 23rd day of March, 1971, at the City Council Chamber, at 8:00 o'clock P. M., the Mayor and City Council did meet and sit for the purpose, among other things, of hearing all persons interested in said improvement, and did so hear all persons who were present and wished to be heard; and

WHEREAS, said Ordinance passed on the 21st day of July, 1970, provided that the Mayor and City Council in assessing and levying the cost of the improvement done under and by virtue of said Ordinance, should assess 50% of said cost against the owners of property abutting on said part of said Holland Street and should assess the balance of said cost against the Mayor and City Council of Cumberland, and against the said owners should assess an amount of money equal to 50% of said cost and prorate the same among said owners according to the number of front feet owned by each, and should describe the property so owned by reference to the Land Records of Allegany County, or such other apt description as shall be necessary to identify the property so assessed against, and that the Mayor and City Council, through its Clerk, should within six months after the completion of such improvement of said part of said Holland Street file with the Clerk of the Circuit Court for Allegany County a statement showing the whole amount of money expended in such leveling, patching, resurfacing

or otherwise improving said part of said street under said Ordinance passed on the 21st day of July, 1970, and the names of the persons among whom the said sum has been apportioned, and the amount apportioned to each, and a general description of the land owned by each of said parties, 50% of said whole cost to be apportioned among the owners on said part of said street, and the balance to be assessed and charged to the Mayor and City Council of Cumberland; also that said sums so assessed to said property owners are intended to operate as liens under and by virtue of Chapter 94 of the Acts of the General Assembly of Maryland of 1927, and also under and by virtue of the Charter of the Mayor and City Council of Cumberland, and all amendments thereto; and

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Holland Street with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Holland Street with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland LIBER 013 PAGE 19

MARYLAND
21502

CITY ENGINEER
C. R. NUZUM

March 9, 1971

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving Holland Street from its intersection with Shriver Avenue to its intersection with Sylvan Avenue.

The work was let to Contract with the Cumberland Contracting Company under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along Holland Street, together with a Plat showing the location of all properties on said street, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

LIBER 013 PAGE 20

HOLLAND STREET
Shriver Avenue to Sylvan Avenue

WORK STARTED: September 30, 1970
WORK COMPLETED: October 23, 1970

TOTAL COST OF IMPROVEMENTS

<u>7/23/24/70</u>	Times & Alleganian: Notice to Property Owners	\$3.75	
<u>8/15-17/70</u>	Notice to Bidders	<u>5.63</u>	
			\$ 9.38
<u>10/23/70</u>	The Cumberland Contracting Company Furnishing of labor, equipment and materials necessary for the improvement of Holland Street, per Contract.		2,469.24
	Engineering		155.48
	Recording Drawings, Notice to Property Owners		1.50
	Number of Property Owners, 17 @ 1.00		17.00
<u>3/11-12/71</u>	Times & Alleganian: Final Notice to Property Owners	4.00	
	Filing Liens, 3 @ 3.00	<u>9.00</u>	
	TOTAL COST		\$ 2,665.60
	Lineal Feet of Chargeable Frontage 1,120 \$2,665.60 ÷ 1,120 = \$2.38 Per Lineal Foot		
	50% City's Share of Cost =	1.19	
	50% Property Owner's Share of Cost =	1.19	
	Cost to City @ 50% =	1,332.80	
	Cost to Property Owner @ 50% =	1,332.80	
	TOTAL COST		\$ 2,665.60

HOLLAND STREET SHRIVER AVENUE TO SYLVAN AVENUE		LIBER	FOLIO	
✓ Hilton, W. Eugene and Nellie B. h/w Lot 1 Northern Addition 140 Lineal Feet Resurfacing @ \$1.19 =	271 425	216 279		\$166.60
✓ Hutter, Luther L. Sr. and Maude H. h/w Part of Lot 8 Northern Addition 56 Lineal Feet Resurfacing @ 1.19 =	319	593		66.64
✓ Whitacre, Dale I. and Sandra L. h/w Part of Lot 8 Northern Addition 50 Lineal Feet Resurfacing @ 1.19 =	394	235		59.50
✓ Brown, Earl R. and Margaret M. h/w Part of Lot 8 Northern Addition 34 Lineal Feet Resurfacing @ 1.19 =	234	16		40.46
✓ Holler, Russell J. and Ada P. h/w Part of Lot 1 Northern Addition 90 Lineal Feet Resurfacing @ 1.19 =	230	66		107.10

	LIBER	FOLIO	
✓ Lowery, Charles W. and Mary R. h/w Part of Lot 1 Northern Addition 50 Lineal Feet Resurfacing @ \$1.19 =	215	315	\$59.50
✓ Seward, Elmer G. and Ethelyne Seward h/w Lot 8 Northern Addition 140 Lineal Feet Resurfacing @ 1.19 =	242	8	166.60
✓ Bewick, Joseph S. and Annie Bewick h/w Part of Lot 1 Northern Addition 100 Lineal Feet Resurfacing @ 1.19 =	140	421	119.00
✓ Garlick, Lester and Mary h/w Part of Lot 1 Northern Addition 40 Lineal Feet Resurfacing @ 1.19 =	381	571	47.60
✓ Martin, Sylvester H. and Bonita A. Martin h/w Part of Lot 11 Northern Addition 20 Lineal Feet Resurfacing @ 1.19 =	355	333	23.80

HOLLAND STREET
SHRIVER AVENUE TO SYLVAN AVENUE

LIBER 013 PAGE 23

	LIBER	FOLIO	
Mackert, Thomas E. and Catherine E. Mackert h/w Part of Lot 11 Northern Addition 20 Lineal Feet Resurfacing @ \$1.19 =	300	127	\$23.80
Cumiskey, Thomas B. and Helen A. Cumiskey h/w Part of Lot 11 Northern Addition 100 Lineal Feet Resurfacing @ \$1.19 =	215	633	119.00
Jewell, Regina F. and Charles L. Jewell h/h Part of Lot 1 Northern Addition 40 Lineal Feet Resurfacing @ \$1.19 =	168	246	47.60
Middlekamp, Lawrence H. and Leola M. Middlekamp h/w Part of Lot 1 Northern Addition 50 Lineal Feet Resurfacing @ \$1.19 =	213	656	59.50
Hardinger, Helen M. and Annie R. Hardinger Part of Lot 1 Northern Addition 50 Lineal Feet Resurfacing @ \$1.19 =	347	97	59.50

HOLLAND STREET
SHRIVER AVENUE TO SYLVAN AVENUE

LIBER 013 PAGE 24

	LIBER	FOLIO	
Bender, Violet I. and Edgar H. Bender h/h Part of Lot 10 79 Lineal Feet Resurfacing @ \$1.19 =	434	271	\$94.01
Thomas, John G. and Mae J. Thomas h/w Part of Lot 10 61 Lineal Feet Resurfacing @ \$1.19 =	300	431	72.59

#19,161

ORDER NO. _____

LIBER 013 PAGE 25

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March, 1971
19 71, by the Mayor and City Council of Cumberland, that the above
and foregoing Report of C. R. Muzum, City Engineer
of the City of Cumberland, showing the cost, apportionment and assess-
ment of the aforesaid improving of Holland Street
from its intersection with Shriver Avenue

to its intersection with Sylvan Avenue

in the City of Cumberland, Maryland, be and the same is hereby ratified
and confirmed, and it is further likewise ordered that the same be
recorded among the Land Records of Allegany County, Maryland, in the
Clerk's Office of the Circuit Court for said County to the end that
a lien may be filed against the property abutting on said improved
part of Holland Street as apportioned to said re-
spective owners under and by virtue of the authority of Sections 127
to 132, inclusive, of the Charter of the City of Cumberland, and all
amendments thereto.

March 23, 1971
Passed _____

C. W. Whitson
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Hallie G. Wiley
CITY CLERK.

MAR 23 1971

LIBER 013 PAGE 26

MAYOR AND CITY COUNCIL OF
CUMBERLAND

: STATEMENT AND LIEN

: Filed and Recorded _____

vs.

: At _____ o'clock _____ M.

Property Owners abutting
either side of FLETCHER DRIVE
from its intersection with
Gephart Drive to the Bridge.

: In the Clerk's Office of
the Circuit Court for
Allegany County, Maryland

: PLAT FILED IN PLAT BOX
126

S T A T E M E N T

WHEREAS, by Sections 127-132, inclusive of the Charter of the
City of Cumberland, Maryland (1966 Edition) and amendments thereto,
the Mayor and City Council of Cumberland, whenever in its judgment the
public interest or convenience requires, or whenever in the opinion of
the Mayor and City Council it is for the benefit of the owners and the
improvement of property abutting on any street, may have any street or
alley in said City paved, repaved, graded, regraded, curbed, recurbed,
guttered, reguttered, sewerred, resewered, surfaced or resurfaced, or
otherwise improved, provided said street has not been so improved during
the preceding five years, and levy the whole expense thereof, or any
part or portion thereof on the property binding on said or such street
or alley, agreeably to the extent of such lots thereon, and collect the
expense thereof as directed in said Charter provisions, provided that
notice be given by publication or by service of written notice person-
ally upon the parties to be affected by such proceedings, and allowing
them to be heard before any such proceedings are had; and

WHEREAS, by an Ordinance passed at a meeting of the Mayor and
City Council of Cumberland on the 21st day of July, 1970,
the City Clerk was directed to give at least ten days' notice by publi-
cation twice in each of two daily newspapers published in the City of
Cumberland that at a meeting of the Mayor and City Council of Cumberland,
to be held at 10:00 o'clock A. M., on the 11th day of August, 1970,
an Ordinance would be introduced providing for the _____
leveling,

_____ patching, resurfacing
or otherwise improving of Fletcher Drive
from its intersection with Gephart Drive

_____ to its intersection with the Bridge

_____ and that anyone desiring to be heard at that time would be given an
opportunity to be heard; and

WHEREAS, the said City Clerk caused said notice by publication
to be given by causing the same to be published twice in the Evening
Times and the Cumberland News, two daily newspapers published in the
said City of Cumberland, and all the requirements and conditions of
said Ordinance were complied with, and said street, to-wit:
Fletcher Drive from its intersection with

Gephart Drive
to its intersection with the Bridge

_____ the same being a public street, and not having been improved during the

C. 44451

five years preceding the completion of the improvements contemplated by said Ordinance, was leveled, patched, resurfaced

or otherwise improved, agreeable to the terms of an Ordinance of the Mayor and City Council of Cumberland, passed on the 11th day of August, 1970, and the whole work of so improving said part of said Fletcher Drive was completed on the 23rd day of October, 1971; and

WHEREAS, by said Ordinance passed on the 21st day of July, 1970, the City Clerk was directed to, and did thereunder, give notice by publication in two newspapers published in the City of Cumberland, or by posting notices along Fletcher Drive from its intersection with Gophart Drive

to its intersection with Bridge

of the intention of the Mayor and City Council to assess the cost of

said part of Fletcher Drive done under and by virtue of said Ordinance passed on the 11th day of August, 1970 and warning all persons interested that they would be heard by said Mayor and City Council on the 23rd day of March, 1971, at the Council Chamber at 8:00 o'clock P. M.; and

WHEREAS, on the said 23rd day of March, 1971, at the City Council Chamber, at 8:00 o'clock P. M., the Mayor and City Council did meet and sit for the purpose, among other things, of hearing all persons interested in said improvement, and did so hear all persons who were present and wished to be heard; and

WHEREAS, said Ordinance passed on the 21st day of July, 1970, provided that the Mayor and City Council in assessing and levying the cost of the improvement done under and by virtue of said Ordinance, should assess 50% of said cost against the owners of property abutting on said part of said Fletcher Drive and should assess the balance of said cost against the Mayor and City Council of Cumberland, and against the said owners should assess an amount of money equal to 50% of said cost and prorate the same among said owners according to the number of front feet owned by each, and should describe the property so owned by reference to the Land Records of Allegany County, or such other apt description as shall be necessary to identify the property so assessed against, and that the Mayor and City Council, through its Clerk, should within six months after the completion of such improvement of said part of said Fletcher Drive file with the Clerk of the Circuit Court for Allegany County a statement showing the whole amount of money expended in such leveling, patching, resurfacing

or otherwise improving said part of said street under said Ordinance passed on the 21st day of July, 1970, and the names of the persons among whom the said sum has been apportioned, and the amount apportioned to each, and a general description of the land owned by each of said parties, 50% of said whole cost to be apportioned among the owners on said part of said street, and the balance to be assessed and charged to the Mayor and City Council of Cumberland; also that said sums so assessed to said property owners are intended to operate as liens under and by virtue of Chapter 94 of the Acts of the General Assembly of Maryland of 1927, and also under and by virtue of the Charter of the Mayor and City Council of Cumberland, and all amendments thereto, and

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Fletcher Drive with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Fletcher Drive with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland

LIBER 013 PAGE 29

MARYLAND
21502

CITY ENGINEER
C. R. NUZUM

March 9, 1971

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving Fletcher Drive from its intersection with Gephart Drive to the beginning of the Bridge.

The work was let to Contract with the Cumberland Contracting Company under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along Fletcher Drive, together with a Plat showing the location of all properties on said street, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

LIBER 013 PAGE 30

FLETCHER DRIVE GEPHART DRIVE TO BRIDGE

Work Started - September 30, 1970
Work Completed - October 23, 1970

TOTAL COST OF IMPROVEMENTS

	Times & Alleganian:		
<u>7/23-24/70</u>	Notice to Property Owners	3.75	
<u>7/15-17/70</u>	Notice to Bidders	5.63	
			\$ 9.38
<u>10/23/70</u>	The Cumberland Contracting Company Furnishing of labor, equipment and materials necessary for the improvement of Fletcher Drive, per Contract.		877.23
	Engineering		63.09
	Recording Drawings, Notice to Property Owners		1.50
	Number of Property Owners, 7 @ 1.00		7.00
	Times & Alleganian:		
<u>3/11-12/71</u>	Final Notice to Property Owners		4.00
	Filing Liens, 1 @ 3.00		3.00
	TOTAL COST		\$ 965.20
	Lineal Feet of Chargeable Frontage = 482.6		
	965.20 ÷ 482.6 = \$2.00 Per Lineal Foot		
	50% City's Share of Cost = \$ 1.00		
	50% Property Owners' Share of Cost = 1.00		
	Cost to City @ 50% = \$482.60		
	Cost to Property Owner @ 50% = \$482.60		
	TOTAL COST		\$ 965.20

FLETCHER DRIVE
GEPHART DRIVE TO THRUWAY

	LIBER	FOLIO	
✓ Brenaman, G. Wyatt and E. Maythorne A. Brenaman h/w Lot 63 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 17.55 Lineal Feet Resurfacing @ \$1.00 =	256	223	\$17.55
Peck, Harold C. and Gertrude R. Peck h/w Lot 64 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 41.5 Lineal Feet Resurfacing @ 1.00 =	215	297	41.50
✓ Aronhalt, Charles Edward and Mary Louise Aronhalt h/w Lot 65 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 41.5 Lineal Feet Resurfacing @ 1.00 =	191	352	41.50
✓ Hubbs, Thomas C. and Marian B. Hubbs h/w Lot 66 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 135.05 Lineal Feet Resurfacing @ 1.00 =	339	582	135.05

FLETCHER DRIVE
GEPHART DRIVE TO THRUWAY

	LIBER	FOLIO	
✓ Bluebaugh, Edward H. and Barbara A. Bluebaugh h/w Lot 68 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 60 Lineal Feet Resurfacing @ \$1.00 =	433	450	\$60.00
✓ Miller, Robert Olin and Ruth Lee Miller h/w Lot 67 Cumberland Homes Company, Inc. Kelly Springfield Tire Company 73 Lineal Feet Resurfacing @ 1.00 =	415	299	73.00
✓ McMullen, Hugh A. Estate c/o Daniel F. McMullen, Jr. Lots 61, 62, 63, 64, 65, 66, 67 Ridgedale Addition 114 Lineal Feet Resurfacing @ 1.00 =	Estate No. 229		114.00

ORDER NO. _____

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March 19 71, by the Mayor and City Council of Cumberland, that the above and foregoing Report of C. R. Nuzum City Engineer of the City of Cumberland, showing the cost, apportionment and assessment of the aforesaid improving of Fletcher Drive from its intersection with Gephart Drive

to its intersection with the Bridge

in the City of Cumberland, Maryland, be and the same is hereby ratified and confirmed, and it is further likewise ordered that the same be recorded among the Land Records of Allegany County, Maryland, in the Clerk's Office of the Circuit Court for said County to the end that a lien may be filed against the property abutting on said improved part of Fletcher Drive as apportioned to said respective owners under and by virtue of the authority of Sections 127 to 132, inclusive, of the Charter of the City of Cumberland, and all amendments thereto.

Passed March 23, 1971

C. Glenn Weaver
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Harlan G. Utter
CITY CLERK.

MAR 23 1971

MAYOR AND CITY COUNCIL OF
CUMBERLAND

STATEMENT AND LIEN

Filed and Recorded _____

vs.

At _____ o'clock _____ M.

Property Owners abutting on either side of WARREN STREET, from its intersection with Frederick Street to its intersection with Bedford Street.

In the Clerk's Office of the Circuit Court for Allegany County, Maryland

PLAT FILED IN PLAT BOX # 126

STATEMENT

WHEREAS, by Sections 127-132, inclusive of the Charter of the City of Cumberland, Maryland (1966 Edition) and amendments thereto, the Mayor and City Council of Cumberland, whenever in its judgment the public interest or convenience requires, or whenever in the opinion of the Mayor and City Council it is for the benefit of the owners and the improvement of property abutting on any street, may have any street or alley in said City paved, repaved, graded, regraded, curbed, recurbed, guttered, reguttered, sewered, resewered, surfaced or resurfaced, or otherwise improved, provided said street has not been so improved during the preceding five years, and levy the whole expense thereof, or any part or portion thereof on the property binding on said or such street or alley, agreeably to the extent of such lots thereon, and collect the expense thereof as directed in said Charter provisions, provided that notice be given by publication or by service of written notice personally upon the parties to be affected by such proceedings, and allowing them to be heard before any such proceedings are had; and

WHEREAS, by an Ordinance passed at a meeting of the Mayor and City Council of Cumberland on the 21 day of July, 1970, the City Clerk was directed to give at least ten days' notice by publication twice in each of two daily newspapers published in the City of Cumberland that at a meeting of the Mayor and City Council of Cumberland, to be held at 10:00 o'clock A. M., on the 11th day of August, 1970, an Ordinance would be introduced providing for the leveling,

patching, resurfacing
or otherwise improving of Warren Street
from its intersection with Frederick Street

to its intersection with Bedford Street

and that anyone desiring to be heard at that time would be given an opportunity to be heard; and

WHEREAS, the said City Clerk caused said notice by publication to be given by causing the same to be published twice in the Evening Times and the Cumberland News, two daily newspapers published in the said City of Cumberland, and all the requirements and conditions of said Ordinance were complied with, and said street, to-wit: Warren Street from its intersection with

Frederick Street
to its intersection with Bedford Street

the same being a public street, and not having been improved during the

C-44457

five years preceding the completion of the improvements contemplated by said Ordinance, was leveled, patched, resurfaced

or otherwise improved, agreeable to the terms of an Ordinance of the Mayor and City Council of Cumberland, passed on the 11th day of August, 1970, and the whole work of so improving said part of said Warren Street was completed on the 23rd day of October, 1970; and

WHEREAS, by said Ordinance passed on the 21st day of July, 1970, the City Clerk was directed to, and did thereunder, give notice by publication in two newspapers published in the City of Cumberland, or by posting notices along Warren Street from its intersection with Frederick Street

to its intersection with Bedford Street

of the intention of the Mayor and City Council to assess the cost of

said part of Warren Street done under and by virtue of said Ordinance passed on the 11th day of August, 1970 and warning all persons interested that they would be heard by said Mayor and City Council on the 23rd day of March, 1971 at the Council Chamber at 8:00 o'clock P. M.; and

WHEREAS, on the said 23rd day of March, 1971, at the City Council Chamber, at 8:00 o'clock P. M., the Mayor and City Council did meet and sit for the purpose, among other things, of hearing all persons interested in said improvement, and did so hear all persons who were present and wished to be heard; and

WHEREAS, said Ordinance passed on the 21st day of July, 1970, provided that the Mayor and City Council in assessing and levying the cost of the improvement done under and by virtue of said Ordinance, should assess 50% of said cost against the owners of property abutting on said part of said Warren Street and should assess the balance of said cost against the Mayor and City Council of Cumberland, and against the said owners should assess an amount of money equal to 50% of said cost and prorate the same among said owners according to the number of front feet owned by each, and should describe the property so owned by reference to the Land Records of Allegany County, or such other apt description as shall be necessary to identify the property so assessed against, and that the Mayor and City Council, through its Clerk, should within six months after the completion of such improvement of said part of said Warren Street file with the Clerk of the Circuit Court for Allegany County a statement showing the whole amount of money expended in such leveling, patching, resurfacing

or otherwise improving said part of said street under said Ordinance passed on the 21st day of July, 1970, and the names of the persons among whom the said sum has been apportioned, and the amount apportioned to each, and a general description of the land owned by each of said parties, 50% of said whole cost to be apportioned among the owners on said part of said street, and the balance to be assessed and charged to the Mayor and City Council of Cumberland; also that said sums so assessed to said property owners are intended to operate as liens under and by virtue of Chapter 94 of the Acts of the General Assembly of Maryland of 1927, and also under and by virtue of the Charter of the Mayor and City Council of Cumberland, and all amendments thereto; and

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Warren Street with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said Warren Street with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland

MARYLAND
21502

CITY ENGINEER
C. R. NUZUM

LIBER 013 PAGE 37

March 9, 1971

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving Warren Street from its intersection with Frederick Street to its intersection with Bedford Street.

The work was let to the Cumberland Contracting Company under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along Warren Street, together with a Plat showing the location of all properties on said street, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

LIBER 013 PAGE 38

WARREN STREET
FREDERICK STREET TO BEDFORD STREET

Work Started: September 30, 1970
Work Completed: October 23, 1970

TOTAL COST OF IMPROVEMENTS

Times & Alleganian:		
<u>7/23/24/70</u> Notice to Property Owners	\$3.75	
<u>8/15-17/70</u> Notice to Bidders	<u>5.63</u>	
		\$ 9.38
<u>10/23/70</u> The Cumberland Contracting Company		
Furnishing of labor, equipment		
and materials necessary for the		
improvement of Warren Street,		
per Contract.		1,104.66
Engineering		100.56
Recording Drawings, Notice to Property Owners		1.50
Number of Property Owners, 12 @ 1.00		12.00
<u>3/11-12/71</u> Times & Alleganian:		
Final Notice to Property Owners		4.00
Filing Liens, 2 @ 3.00		<u>6.00</u>
TOTAL COST		\$ 1,238.10
Lineal Feet of Chargeable Frontage 825.4		
\$1,238.10 ÷ 825.4 = \$1.50 Per Lineal Foot		
50% City's Share of Cost = 0.75		
50% Property Owner's Share of Cost = 0.75		
Cost to City @ 50% = 619.05		
Cost to Property Owner @ 50% = 619.05		
TOTAL COST		\$ 1,238.10

WARREN STREET
BEDFORD STREET TO FREDERICK STREET

	LIBER	FOLIO	
* Determan, Nancy McCulloh and Harry R. McCulloh Lot 5 Twigg's Addition 150 Lineal Feet Resurfacing @ \$0.75 =	392	238	\$112.50
✓ First National Bank and Trust Company Charles F. Wagaman, Sr. William R. Carscaden, Trustees Lot 10 Twigg's Addition 120 Lineal Feet Resurfacing @ 0.75 =	429	456	90.00
✓ Hale, John Isaac and Hermena F. h/w Part of Lot 15 Twigg's Addition 40 Lineal Feet Resurfacing @ 0.75 =	211	199	30.00
✓ Durrett, Roy L. and Lucille E. h/w Part of Lot 15 Twigg's Addition 45 Lineal Feet Resurfacing @ 0.75 =	376	196	33.75
* Wolford, Ronald I. and Mary Sue h/w Part of Lot 15 Twigg's Addition 35 Lineal Feet Resurfacing @ 0.75 =	404	461	26.25

WARREN STREET
BEDFORD STREET TO FREDERICK STREET

	LIBER	FOLIO	
* Livengood, Ronald E. and Patricia N. h/w Part of Lot 20 Twigg's Addition 23.5 Lineal Feet Resurfacing @ \$0.75 =	418	551	\$17.63
✓ Kiehnofer, John F. and Margaret E. h/w Twigg's Addition 75.95 Lineal Feet Resurfacing @ 0.75 =	353	545	56.96
✓ White, Norman Orville and Hazel May h/w Twigg's Addition 75.95 Lineal Feet Resurfacing @ 0.75 =	394	194	56.96
✓ Ward, Phillip H. and Geraldine V. h/w Lot 42 Twigg's Addition 120 Lineal Feet Resurfacing @ 0.75 =	340	202	90.00
* Silber, Larry W. and Linda L. h/w Part of Lot 37 Twigg's Addition 40 Lineal Feet Resurfacing @ 0.75 =	432	149	30.00

WARREN STREET
BEDFORD STREET TO FREDERICK STREET

LIBER 013 PAGE 41

	LIBER	FOLIO	
Martley, Thomas E. and Blanche O. h/w Part of Lot 37 Twigg's Addition 80 Lineal Feet Resurfacing @ \$0.75 =	166 216	353 613	\$60.00
Myers, Wanita G. Part of Lot 32 Twigg's Addition 20 Lineal Feet Resurfacing @ 0.75 =	319	296	15.00

#19,164

LIBER 013 PAGE 42

ORDER NO. _____

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March
19 71, by the Mayor and City Council of Cumberland, that the above
and foregoing Report of C. R. Nuzum City Engineer
of the City of Cumberland, showing the cost, apportionment and assess-
ment of the aforesaid improving of Warren Street
from its intersection with Frederick Street

to its intersection with Bedford Street

in the City of Cumberland, Maryland, be and the same is hereby ratified
and confirmed, and it is further likewise ordered that the same be
recorded among the Land Records of Allegany County, Maryland, in the
Clerk's Office of the Circuit Court for said County to the end that
a lien may be filed against the property abutting on said improved
part of Warren Street as apportioned to said re-
spective owners under and by virtue of the authority of Sections 127
to 132, inclusive, of the Charter of the City of Cumberland, and all
amendments thereto.

Passed March 23, 1971

C. H. Watson
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Wallace G. Kelley
CITY CLERK.

MAR 23 1971

MAYOR AND CITY COUNCIL OF
CUMBERLAND

: STATEMENT AND LIEN

vs.

: Filed and Recorded _____

Property Owners abutting on
either side of McMULLEN
HIGHWAY from its intersection
with the Dingle Circle to
the Corporation Line.

: At _____ o'clock _____ M.

: In the Clerk's Office of
the Circuit Court for
Allegany County, Maryland

:

:

:

:

:

:

:

:

:

STATEMENT

WHEREAS, by Sections 127-132, inclusive of the Charter of the City of Cumberland, Maryland (1966 Edition) and amendments thereto, the Mayor and City Council of Cumberland, whenever in its judgment the public interest or convenience requires, or whenever in the opinion of the Mayor and City Council it is for the benefit of the owners and the improvement of property abutting on any street, may have any street or alley in said City paved, repaved, graded, regraded, curbed, recurbed, guttered, reguttered, sewerred, resewered, surfaced or resurfaced, or otherwise improved, provided said street has not been so improved during the preceding five years, and levy the whole expense thereof, or any part or portion thereof on the property binding on said or such street or alley, agreeably to the extent of such lots thereon, and collect the expense thereof as directed in said Charter provisions, provided that notice be given by publication or by service of written notice personally upon the parties to be affected by such proceedings, and allowing them to be heard before any such proceedings are had; and

WHEREAS, by an Ordinance passed at a meeting of the Mayor and City Council of Cumberland on the 21 day of July, 1970 the City Clerk was directed to give at least ten days' notice by publication twice in each of two daily newspapers published in the City of Cumberland that at a meeting of the Mayor and City Council of Cumberland, to be held at 10:00 o'clock A. M., on the 11th day of August, 1970 an Ordinance would be introduced providing for the _____

_____ patching, resurfacing,
or otherwise improving of _____
McMullen Highway
from its intersection with _____
the Dingle Circle at Greene Street

_____ to its intersection with _____
the Corporation Line.

and that anyone desiring to be heard at that time would be given an opportunity to be heard; and

WHEREAS, the said City Clerk caused said notice by publication to be given by causing the same to be published twice in the Evening Times and the Cumberland News, two daily newspapers published in the said City of Cumberland, and all the requirements and conditions of said Ordinance were complied with, and said street, to-wit:
_____ McMullen Highway _____
from its intersection with _____

_____ the Dingle Circle at Greene Street
to its intersection with _____
the Corporation Line

_____ the same being a public street, and not having been improved during the

PLAT Filed in PLAT Box
126

15445
C-4445

five years preceding the completion of the improvements contemplated by said Ordinance, was _____
leveled, patched, resurfaced,

or otherwise improved, agreeable to the terms of an Ordinance of the Mayor and City Council of Cumberland, passed on the 11 day of August, 1970, and the whole work of so improving said part of said McMullen Highway (Greene St.) was completed on the 23rd day of October, 1970; and

WHEREAS, by said Ordinance passed on the 21st day of July, 1970, the City Clerk was directed to, and did thereunder, give notice by publication in two newspapers published in the City of Cumberland, or by posting notices along McMullen Highway (Greene St.) from its intersection with _____
Dingle Circle

_____ to its intersection with _____
Corporation Line

of the intention of the Mayor and City Council to assess the cost of

_____ said part of _____
McMullen Highway (Greene St.) done under and by
virtue of said Ordinance passed on the 11th day of August, 1970
and warning all persons interested that they would be heard by said
Mayor and City Council on the 23rd day of March, 1971 at the
Council Chamber at 8:00 o'clock P. M; and

WHEREAS, on the said 23rd day of March, 1971, at the City Council Chamber, at 8:00 o'clock P. M., the Mayor and City Council did meet and sit for the purpose, among other things, of hearing all persons interested in said improvement, and did so hear all persons who were present and wished to be heard; and

WHEREAS, said Ordinance passed on the 21st day of July, 1970, provided that the Mayor and City Council in assessing and levying the cost of the improvement done under and by virtue of said Ordinance, should assess _____ 50% _____ of said cost against the owners of property abutting on said part of said McMullen Highway (Greene St.) and should assess the balance of said cost against the Mayor and City Council of Cumberland, and against the said owners should assess an amount of money equal to _____ 50% _____ of said cost and prorate the same among said owners according to the number of front feet owned by each, and should describe the property so owned by reference to the Land Records of Allegany County, or such other apt description as shall be necessary to identify the property so assessed against, and that the Mayor and City Council, through its Clerk, should within six months after the completion of such improvement of said part of said McMullen Highway (Greene Street) file with the Clerk of the Circuit Court for Allegany County a statement showing the whole amount of money expended in such _____ leveling, patching, resurfacing

or otherwise improving said part of said street under said Ordinance passed on the 21st day of July, 1970, and the names of the persons among whom the said sum has been apportioned, and the amount apportioned to each, and a general description of the land owned by each of said parties, _____ 50% _____ of said whole cost to be apportioned among the owners on said part of said street, and the balance to be assessed and charged to the Mayor and City Council of Cumberland; also that said sums so assessed to said property owners are intended to operate as liens under and by virtue of Chapter 94 of the Acts of the General Assembly of Maryland of 1927, and also under and by virtue of the Charter of the Mayor and City Council of Cumberland, and all amendments thereto; and

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said McMullen Highway with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said McMullen Highway with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland

MARYLAND
21502

CITY ENGINEER
C. R. NUZUM

March 9, 1971

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving McMullen Highway (at Greene Street) from its intersection with the Dingle Circle to the beginning of the Corporation Line.

The work was let to Contract with the Cumberland Contracting Company under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along McMullen Highway, together with a Plat showing the location of all properties on said highway, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

McMULLEN HIGHWAY
(GREENE STREET)
Dingle Circle to Corporation Line

LIBER 013 PAGE 47

Work Started: September 30, 1970
Work Completed: October 23, 1970

TOTAL COST OF IMPROVEMENTS

Times & Alleganian:		
<u>7/23-24/70</u>	Notice to Property Owners	\$ 3.75
<u>8/15-17/70</u>	Notice to Bidders	5.63
		\$ 9.38
<u>10/23/70</u>	The Cumberland Contracting Company	
	Furnishing of labor, equipment	
	and materials necessary for	
	the improvement of McMullen	
	Highway, per Contract.	9,941.94
	Engineering	396.48
	Recording Drawings, Notice to Property Owners	1.50
	Number of Property Owners, 39 @ 1.00	39.00
<u>3/11-12/71</u>	Times & Alleganian:	
	Final Notice to Property Owners	4.00
	Filing Liens, 7 @ \$3.00	21.00
	TOTAL COST	\$10,413.30
	Lineal Feet of Chargeable Frontage 5,055	
	$\$10,413.30 \div 5,055 = \2.06 Per Lineal Foot	
	50% City's Share of Cost = 1.03	
	50% Property Owner's Share of Cost = 1.03	
	Cost to City @ 50%	5,206.65
	Cost to Property Owner @ 50%	5,206.65
	TOTAL COST	10,413.30

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

LIBER 013 PAGE 48

	LIBER	FOLIO	
Belfoure, Edward L. and Lena C. h/w Lot E Cumberland Homes Company, Inc. 76 Lineal Feet Resurfacing @ \$1.03 =	435	332	\$78.28
Birdsall, Justine Lot D Kelly Springfield Tire Company 40 Lineal Feet Resurfacing @ 1.03 =	Wills 6-452		41.20
Nichols, Joseph A. and Nell T. h/w Lot C Kelly Springfield Tire Company 40 Lineal Feet Resurfacing @ 1.03 =	200	528	41.20
Wagner, Harry D. and M. Genevieve h/w Lot B Kelly Springfield Tire Company 40 Lineal Feet Resurfacing @ 1.03 =	232	712	41.20
Vandergrift, Lora M. Lot A Kelly Springfield Tire Company 52.1 Lineal Feet Resurfacing @ 1.03 =	Wills 9-586		53.66

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

LIBER 013 PAGE 49

	LIBER	FOLIO	
<ul style="list-style-type: none"> · Rexroad, James W. and Mary Elizabeth h/w Lot 13 The Dingle 36 Lineal Feet Resurfacing @ \$1.03 = 	334	498	\$37.08
<ul style="list-style-type: none"> · Swisher, Sarah Joan Lot 14 The Cumberland Homes Company, Inc. 36 Lineal Feet Resurfacing @ 1.03 = 	437	127	37.08
<ul style="list-style-type: none"> · Smith, Clarence H. and Francina L. h/w Lot 15 The Cumberland Homes Company, Inc. 39.3 Lineal Feet Resurfacing @ 1.03 = 	423	240	40.48
<ul style="list-style-type: none"> · Piper, Anna Pearl and Mabel Davis Piper Lot 16 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ 1.03 = 	160	224	41.51
<ul style="list-style-type: none"> · Anderson, Albert A. Jr. and Hannah E. h/w Lot 17 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ 1.03 = 	432	530	41.51
<ul style="list-style-type: none"> · Witwer, Samuel W. Lot 18 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ 1.03 = 	386	13	41.51

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

LIBER 013 PAGE 50

	LIBER	FOLIO	
<ul style="list-style-type: none"> · Fleckenstein, Vincent G. and Margaret M. h/w Lot 26 The Cumberland Homes Company, Inc. 43 Lineal Feet Resurfacing @ \$1.03 = 	204	133	\$44.29
<ul style="list-style-type: none"> · Harper, Winifred Lot 27 The Cumberland Homes Company, Inc. 40 Lineal Feet Resurfacing @ \$1.03 = 	Wills X-509		41.20
<ul style="list-style-type: none"> · Davis, Rubye W. and Claude R. Woodard Lot 28 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ \$1.03 = 	341	439	41.51
<ul style="list-style-type: none"> · Oder, Marguerite S. Lot 29 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ \$1.03 = 	Wills 3	165	41.51
<ul style="list-style-type: none"> · Taylor, Nellie Stahle and James W. h/h Lot 35 The Cumberland Homes Company, Inc. 40.3 Lineal Feet Resurfacing @ \$1.03 = 	146	500	41.51

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY LIBER 013 PAGE 51

	LIBER	FOLIO	
Earle, Henry M. and Mary I. h/w Lot 36 The Cumberland Homes Company, Inc. 40.2 Lineal Feet Resurfacing @ \$1.03 =	178	665	\$41.41
Bernstein, Herman and May Ridgley h/w Lot 37 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	146	155	41.30
Mower, Darrell W. and Sharon K. h/w Lot 38 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	428	345	41.30
Minnicks, George H. and Betty L. h/w Lot 39 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	414	254	41.30
Stallings, Robert E. and Mary G. h/w Lot 40 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	234	569	41.30

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY LIBER 013 PAGE 52

	LIBER	FOLIO	
Payne, Chester G. and Martha N. h/w Lot 41 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ \$1.03 =	238	437	\$41.30
Weber, Francis E. Lot 42 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	441	451	41.30
Macy, Allan D. and Joyce B. h/w Lot 43 The Cumberland Homes Company, Inc. 40.1 Lineal Feet Resurfacing @ 1.03 =	413	577	41.30
Stuckey, Mary M. Lot 44 The Cumberland Homes Company, Inc. Kelly, Springfield Tire Company 40.1 Lineal Feet Resurfacing @ 1.03 =	291	552	41.30
Berta, Dominic A. and Susan C. h/w Lot 45 The Cumberland Homes Company, Inc. Lots 70, 71, 72, Part of 73, Blk. 18 Ridgedale Addition 116.1 Lineal Feet Resurfacing @ 1.03 =	430	385	119.53

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

LIBER 013 PAGE 53

	LIBER	FOLIO	
Smith, Kenneth F. and Norma Lue h/w Lot 6 The Dingle 51.1 Lineal Feet Resurfacing @ \$1.03 =	392	171	\$52.63
Hallinan, James P. and Dorothy V. h/w Lot 5 The Dingle 103.8 Lineal Feet Resurfacing @ 1.03 =	272	361	106.92
Fridinger, William T. and Barbara A. h/w Lot 4 The Dingle 103.8 Lineal Feet Resurfacing @ 1.03 =	439	707	106.92
Dashiell, Edgar A. Sr. and Alva C. h/w Lot 3 The Dingle 107.6 Lineal Feet Resurfacing @ 1.03 =	321	439	110.83
Manley, Dorothy G. Lot 2 The Dingle 110 Lineal Feet Resurfacing @ 1.03 =	310	161	113.30

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

LIBER 013 PAGE 54

	LIBER	FOLIO	
Shank, J. Arthur and H. Elizabeth Brown Shank h/w Lots 68, 69 Ridgedale Addition 50 Lineal Feet Resurfacing @ \$1.03 =	428	557	\$51.50
McMullen Hugh A. c/o Daniel F. McMullen, Jr. Lots 64, 65, 66, 67 Ridgedale Addition 94 Lineal Feet Resurfacing @ 1.03 =		Estate No. 229	96.82
McMullen, John J. and Delores N. h/w Lot 9 The Dingle 101.1 Lineal Feet Resurfacing @ 1.03 =	352	526	104.13
Smith, F. Perry, Jr. and Virginia Trumbull Smith h/w Lot 8 The Dingle 99.9 Lineal Feet Resurfacing @ 1.03 =	442	808	102.90
Daugherty, Leslie E. and Florence I. Daugherty h/w Lot 7 The Dingle 100 Lineal Feet Resurfacing @ 1.03 =	443	701	103.00

GREENE STREET
FAYETTE STREET TO CUMBERLAND THRUWAY

	LIBER	FOLIO	LIBER	PAGE	
			013	55	
Columbia Gas Company of Maryland, Inc. Lot 1 The Dingle 156.2 Lineal Feet Resurfacing @ \$1.03 =	331	247			\$160.89
Rosenbaum, Simon II and Maxine S. Part of Lot 16 The Dingle 103.54 Lineal Feet Resurfacing @ 1.03 =	245	328			106.65
Snyder, Blanche E. and Mary Louise Part of Lot 16 The Dingle 224 Lineal Feet Resurfacing @ 1.03 =	257	582			230.72

#19,162

ORDER NO. 19162

LIBER 013 PAGE 56

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March 19 71, by the Mayor and City Council of Cumberland, that the above and foregoing Report of C. R. MIZUMI, City Engineer of the City of Cumberland, showing the cost, apportionment and assessment of the aforesaid improving of McMullen Highway (Greene Street) from its intersection with the Dingle Circle

to its intersection with the Corporation Line

in the City of Cumberland, Maryland, be and the same is hereby ratified and confirmed, and it is further likewise ordered that the same be recorded among the Land Records of Allegany County, Maryland, in the Clerk's Office of the Circuit Court for said County to the end that a lien may be filed against the property abutting on said improved part of McMullen Highway (Greene St.) as apportioned to said respective owners under and by virtue of the authority of Sections 127 to 132, inclusive, of the Charter of the City of Cumberland, and all amendments thereto.

Passed March 23, 1971

C. H. Watson
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Wallace G. Ullery
CITY CLERK.

MAR 23 1971

LIBER 013 PAGE 59

WHEREAS, the following statement of the cost of said improvement, showing the amount to be paid by the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said North Mechanic Street with the names of the respective owners of the same and the amount assessed to each owner, with the description by reference to the Land Records of Allegany County, and shown on the plat of the City Engineer thereto attached, was presented at the aforementioned meeting of the Mayor and City Council of Cumberland and, no valid objection being heard, was taken to be a true statement of the cost of same; and

WHEREAS, said statement of cost is shown in the report of the City Engineer, hereto attached and made a part hereof; and

WHEREAS, the cost of said improvement and the amount charged to the City and the amount apportioned to the property owners and assessed and levied on the property abutting on said part of said North Mechanic Street with the names of the respective owners of the same, together with the description of said property by reference to the Land Records of Allegany County and shown on the plat of the City Engineer, is as follows:



City of Cumberland

MARYLAND
21502

March 9, 1971

LIBER 013 PAGE 60

CITY ENGINEER
C. R. NUZUM

Honorable Mayor and City Council
City Hall
Cumberland, Maryland

Gentlemen:

The following is a Report showing the total cost of leveling, patching, resurfacing, or otherwise improving North Mechanic Street from the Bridge to the Corporation Line.

The work was let to Contract with the Cumberland Contracting Company under the direction of the Commissioner of Streets and Public Property and the City Engineer.

Included in the Report are copies of all bills to the various property owners along North Mechanic Street, together with a Plat showing the location of all properties on said street, setting out the amount of each and every bill.

Respectfully submitted,

C. R. Nuzum
C. R. Nuzum

CRN/bls
Attachments

MAR 23 1971

NORTH MECHANIC STREET
Railroad Bridge to Corporation Line

LIBER 013 PAGE 61

Work Started: September 30, 1970
Work Completed: October 23, 1970

TOTAL COST OF IMPROVEMENTS

Times & Alleganian:		
<u>7/23-24/70</u>	Notice to Property Owners	\$3.75
<u>8/15 17/70</u>	Notice to Bidders	<u>5.63</u>
		\$ 9.38
<u>10/23/70</u>		
	The Cumberland Contracting Company	
	Furnishing of labor, equipment	
	and materials necessary for	
	the improvement of North Mechanic	
	Street, per Contract.	6,238.08
	Engineering	141.55
	Recording Drawings, Notice to Property Owners	1.50
	Number of Property Owners, 13 @ 1.00	13.00
Times & Alleganian:		
<u>3/11-12/71</u>	Final Notice to Property Owners	4.00
	Filing Liens, 3 @ 3.00	9.00
TOTAL COST		
		<u>\$ 6,416.51</u>
Lineal Feet of Chargeable Frontage 3041.00		
\$6416.51 ÷ 3041.00 = 2.11 Per Lineal Foot		
50% City's Share of Cost		= 1.055
50% Property Owner's Share of Cost		= 1.055
Cost to City @ 50%		= 3,208.26
Cost to Property Owner at 50%		= 3,208.25
TOTAL COST		\$ 6,416.51

NORTH MECHANIC STREET
Bridge to Corporation Line

LIBER 013 PAGE 62

389.77 Lineal Feet Resurfacing @ 1.055=		411.21
✓ City of Cumberland		
466.89 Lineal Feet Resurfacing @ 1.055=		492.57
✓ Whitehead Realty Company		
103.34 Lineal Feet Resurfacing @ 1.055=	420 519	109.02
✓ Kirk, Lemuel G. & Essie I. h/w		
131.59 Lineal Feet Resurfacing @ 1.055=	166 305	138.83
✓ Lazarus, Martha R.		
229.8 Lineal Feet Resurfacing @ 1.055=	Will - 9-313	242.44
✓ Wilson, Herbert M. & Ruth T. h/w		
74.25 Lineal Feet Resurfacing @ 1.055=	243 123	78.33
✓ Workmeister, John F. & Margaret D. h/w		
35 Lineal Feet Resurfacing @ 1.055=	196 638	36.93
✓ Green, Malo & Dorothy I. h/w		
43 Lineal Feet Resurfacing @ 1.055=	237 388	45.36
✓ Finneran, Arthur J. & Mildred h/w		
143.68 Lineal Feet Resurfacing @ 1.055=	357 17	151.58

NORTH MECHANIC STREET - Continued

LIBER 013 PAGE 63

Western Maryland Railroad 860 Lineal Feet Resurfacing @ 1.055=			907.30
Red Head Oil Company 338 Lineal Feet Resurfacing @ 1.055=	393	334	356.59
Western Maryland Railroad	61	1	
	61	4	
	61	5	
16 Lineal Feet Resurfacing @ 1.055=			16.88
209.68 Lineal Feet Resurfacing @ 1.055=			221.21

#19,163

LIBER 013 PAGE 64

ORDER NO. _____

NOW, THEREFORE,

IT IS HEREBY ORDERED, This 23rd day of March
19 71, by the Mayor and City Council of Cumberland, that the above
and foregoing Report of G. R. Nuzum City Engineer
of the City of Cumberland, showing the cost, apportionment and assess-
ment of the aforesaid improving of North Mechanic Street
from its intersection with the Bridge

to its intersection with the Corporation Line

in the City of Cumberland, Maryland, be and the same is hereby ratified
and confirmed, and it is further likewise ordered that the same be
recorded among the Land Records of Allegany County, Maryland, in the
Clerk's Office of the Circuit Court for said County to the end that
a lien may be filed against the property abutting on said improved
part of North Mechanic Street as apportioned to said re-
spective owners under and by virtue of the authority of Sections 127
to 132, inclusive, of the Charter of the City of Cumberland, and all
amendments thereto.

March 23, 1971

Passed _____

C. H. Watson
ACTING MAYOR OF THE CITY OF CUMBERLAND.

ATTEST:

Wallace G. Utley
CITY CLERK

MAR 25 1971

MECHANIC'S LIEN CLAIM

Liber-13 PAGE-65

ASSOCIATED CONTRACTORS OF CONNEAUT LAKE, INC. : Statement of Claim for
Conneaut Lake, Pennsylvania : Mechanic's Lien to be filed in
Vs. : the office of the Clerk of the
The land and improvements thereon : Circuit Court for Allegany
of ROYAL MARYLAND GOLD CORPO- : County, Maryland, by virtue
RATION being located at and near the : of the provisions of Article
intersection of Bedford Road and Knob : 63 of the Code of Public
Road, northerly of Cumberland, Mary- : General Laws of Maryland,
land and being situated in Election :
District No. 5, Allegany County, :
Maryland :
And : and supplements thereto,
ROYAL MARYLAND GOLD CORPO- : entitled "Mechanic's Lien".
RATION :
One Strawberry Hill Court :
Stamford, Connecticut :

1. The name of the claimant is Associated Contractors of Conneaut Lake, Inc., a corporation with its principal place of business being located in Conneaut Lake, Pennsylvania.

2. The name of the owner of the real estate and improvements against which this lien is claimed is Royal Maryland Gold Corporation, One Strawberry Hill Court, Stamford, Connecticut, and the claimant had a contract with the owner to do the work for which the lien is claimed.

3. The amount or sum claimed to be due is \$375,500.00, and the nature of the work done was the construction of a shopping center on land owned by Royal Maryland Gold Corporation at the intersection of Bedford Road and Knob Road, Allegany County, Maryland, and the time when the work was done was from March 27, 1970 through March 31, 1971.

4. The building is located, as mentioned above, on land at or near the intersection of Bedford Road with Knob Road, Allegany County, Maryland, the tract of land whereon the building is located contains 19.76 acres and is fully described in a deed from Alice Louise Brigham, et al, Executrices of the Estate of Walter W. White, deceased, to Royal Maryland Gold

Liber-13 PAGE-66

Corporation, dated March 23, 1970 and recorded among the Land Records of Allegany County, Maryland in Liber No. 437, folio 202, reference to which is hereby made. The building is a one-story structure and part of it is now occupied by Weston's Shoppers City, Inc.

WHEREFORE, the claimant requests the Clerk of the Circuit Court for Allegany County, Maryland to enter against the said Royal Maryland Gold Corporation, and against the aforesaid building and land and such other land immediately adjacent thereto and belonging in like manner to the owners of such building and used in connection therewith, in the Mechanic's Lien Records a lien in the amount of \$375,500.00, with interest, in accordance with the provisions of Article 63 of the Maryland Code.

IN WITNESS WHEREOF, the claimant has executed this claim this 31st day of March, 1971.

Associated Contractors of Conneaut Lake, Inc.
By: Robert S. Moss
Robert S. Moss
Vice President
William Walsh
Liberty Trust Building
Cumberland, Maryland
722-7654
Attorney for Claimant

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of March, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert S. Moss, who acknowledged himself to be the Vice President of Associated Contractors of Conneaut Lake, Inc., and that he as such Vice President, being authorized so to do, executed the same for the purposes therein contained by signing the name of the corporation by him as Vice President.

Liber-13 PAGE-67

WITNESS my hand and Notarial Seal the day and year last above
written.

Barbara A. Clark
Notary Public

My commission expires: *July 1, 1974*



Liber-13 PAGE-67

WITNESS my hand and Notarial Seal the day and year last above written.

Barbara A. Clark
Notary Public

My commission expires: July 1, 1974



Liber-13 Page-68

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE LEASE, t/a
Lease Masonry Company
Route 6
Box 385
Cumberland, Maryland

:

:

:

:

vs.

:

Mechanic Lien Docket No.

BRUCE SWAN, ^{Charlotte Swan}
510 White Avenue
Cumberland, Maryland

:

:

MECHANIC'S LIEN

George Lease, t/a Lease Masonry Company, claims a mechanic's lien against the dwelling situated on the property owned by Bruce Swan, who was the owner of said property at the time of furnishing the labor and materials hereinafter mentioned to the said Bruce Swan.

That the amount claimed and held as a lien by George Lease is \$879.64.

That said claim is for labor and twenty-five (25) gallons of thermal guard furnished at the request of Bruce Swan and Clarence Goner Construction Company of Frostburg, Maryland in accordance with an agreement to do same.

That the labor and materials were furnished to said property within six months past and more particularly set in attached invoice marked Exhibit No. 1.

That said property is located at 510 White Avenue, Cumberland, Allegany County, Maryland.

WHEREFOR: The Plaintiff, George Lease, directs the Clerk of the Circuit Court of Allegany County, Maryland to file and record this claim as well against the said parcel of land and improvement as owner or reputed owner; all in accord with Article 63 of the Annotated Code of Maryland.

C-45257

(Filed & Recorded June 17, 1971 @ 1:30 P.M.)

A. G. CRUNKLETON ELECTRIC CO., INC. * NO.
17 North Washington Street *
Greencastle, Pennsylvania *

vs.

ROYAL MARYLAND GOLD CORPORATION *
1 Strawberry Hill Court *
Stamford, Connecticut * FOR ALLEGANY COUNTY

* MECHANICS LIEN DOCKET

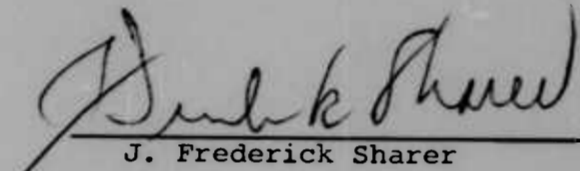
* IN THE CIRCUIT COURT

* FOR ALLEGANY COUNTY

NOTICE TO DOCKET CLAIM

PAUL C. HABERLEIN, ESQ., CLERK:

Kindly docket and record the attached Mechanics Lien
and Claim, Notice of Intention and Affidavit.


J. Frederick Sharer

Liber-13-Page 69

6-45-82

Liber-13-Page 70

A.G. CRUNKLETON ELECTRIC CO., INC. : NO.
17 North Washington Street
Greencastle, Pennsylvania 17225

vs.

ROYAL MARYLAND GOLD CORPORATION : IN THE CIRCUIT COURT
1 Strawberry Hill Court
Stamford, Connecticut 06902 : FOR ALLEGANY COUNTY

: MECHANICS LIEN DOCKET

The A.G. Crunkleton Electric Company, Inc., of the City
of Greencastle, Pennsylvania, claims to have a mechanics' lien as
well against:

ALL that lot, piece or parcel of ground lying in
Allegany County, Maryland and more particularly described
as follows:

BEGINNING at the intersection of the Southwesterly
right-of-way line of Knob Road with the Westerly right-of-
way line of Bedford Road then running South 22 degrees 17"
West with Bedford Road 1100 ft. to a pin; then North 67 de-
grees 43" West 760.07 ft. to a pin; then North 27 degrees
59" East 978.29 ft. to the land of E. E. Barnes; then North
31 degrees 40" East 174.57 ft to a point; North 36 degrees
19" East 73.80 ft; then North 43 degrees 55" East 154.40 ft.
to the Southwesterly side of Knob Road; then with said road
South 42 degrees 44" East 617.34 ft. to the beginning, con-
taining 19.76 acres more or less; being the same property
conveyed by Carrie White Schade, et al, to the Royal
Maryland Gold Corporation by deed dated March 20, 1970 and
recorded in Deeds Liber 437, folio 216, among the Land
Records of Allegany County, Maryland; said property is
improved by a one story steel and masonry store building
and this Mechanics Lien is to extend against the improve-
ments as aforesaid.

For the sum of Twenty-Eight Thousand Forty-One Dollars
(\$28,041.00) due and payable to it for electrical work furnished
by A.G. Crunkleton Electric Company, Inc., owner, to Royal Maryland
Gold Corporation of the above premises, within ninety (90) days
last past for the owner of said premises, the nature and details
of account which is filed herewith and incorporated as a part of
this lien, together with the Purchase Order between the claimant
and Associated Contractors of Conneaut Lake, Inc. dated June 3,
1970, a copy of which is also filed herewith and incorporated as

Liber-13-Page 71

a part of this claim.

And the said A. G. Crunkleton Electric Company, Inc. directs the Clerk of the Circuit Court for Allegany County, Maryland, to file and record this claim, in accordance with the provisions of Article 63, Section 12 of the Annotated Code of Maryland, 1957 Edition as amended.

A.G. CRUNKLETON ELECTRIC COMPANY, INC.

By John H. Crunkleton

STATE OF Maryland, Washington COUNTY, to-wit:

I HEREBY CERTIFY, that on this 17th day of June, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John H. Crunkleton of the A. G. Crunkleton Electric Co, Inc. and made oath in due form of law that the matters and facts set forth in the foregoing claim for mechanics' lien are true to the best of his knowledge, information and belief, and that Royal Maryland Gdd Corporation the owners or reputed owners of the above described property are indebted to the A.G. Crunkleton Electric Company, Inc. in the full and just sum of Twenty-Eight Thousand Forty-One Dollars (\$28,041.00) for electrical work and materials furnished for, in and upon the above described property over and above all credits and discounts, and further made oath that he is the Agent of A.G. Crunkleton Electric Company, Inc. and duly authorized to make this affidavit.

WITNESS my hand and Official Notarial Seal.

COMM. EXP. 7-1-74

Justell A. Smith
Notary Public

Associated Contractors of Conneaut Lake, Inc.

Phone (814) 382-2915 or 382-5215
Conneaut Lake, Pennsylvania 16316

PURCHASE ORDER Liber-13-Page 72

A. G. Crunkleton Electric Co., Inc.
~~XXXXXXXXXXXXXXXXXXXX~~ P.O. Box 808
Cumberland, Md.

P. O. NO. 5-29-70
TERMS 10% retainer
JOB NO. 9008

JOB Westons Shoppers City, Bedford Road, Cumberland, Md.

FOR FURNISHING AND/OR INSTALLING

Furnish and install all electrical work including design and design drawings, permits, tests, inspections, supervision and all labor. All work to be in accord with Westons outline specs and our specifications and as negotiated. Items also included are listed in your letter of May 22, 1970. ~~XXXXXXXXXXXXXXXXXXXX~~ The intent of this contract is to produce a complete "turn-key" electrical job. ~~XXXXXXXXXXXXXXXXXXXX~~ At the completion of the job supply "as built drawings".

In strict accordance to plans and specifications including all addendums of Associated Contractors of Conneaut Lake, Inc. & Westons Shoppers City.

All of the above for the sum of \$ 173,000.00 (One hundred seventy three thousand dollars).

Including Any and all applicable taxes.

All necessary and required insurance.

Submit 5 copies of drawings and samples for approval.

Supply evidence all material orders have been placed.

Supply 3 copies of insurance certificates before proceeding with work described on this Purchase Order.

Sign and notarize one (1) copy of affidavit and return with each invoice.

Any debris caused by this operation to be removed by seller.

All work must be completed by per job superintendent schedule. It is intended that no overtime is required to complete the job and the schedule will be maintained. INVOICE TO BE RECEIVED IN THIS OFFICE BY FIRST OF MONTH FOR ALL WORK COMPLETED PREVIOUS MONTH.

PLEASE SHOW PURCHASE ORDER NUMBER AND JOB NUMBER ON ALL INVOICES.

ACCEPTED BY Robert Crunkleton
DATE 6/3/70
ROBERT CRUNKLETON, President

ASSOCIATED CONTRACTORS OF CONNEAUT LAKE, INC.
BY John H. Crunkleton



FOUNDED
1945



CRUNKLETON ELECTRIC CO., INC.

ELECTRICAL CONTRACTORS

17 NORTH WASHINGTON STREET • GREENCASTLE, PENNA. 17225 • PHONE (717) 597-3141

Mr. Robert S. Moss
Associated Contractors of Conneaut Lake, Inc.
Conneaut Lake, Pennsylvania 16316

INVOICE NO. 269
INVOICE No. 2185-8
DATE April 2, 1971
P. O. No. Westons Shoppers City
TERMS Cumberland, Maryland 21502

DESCRIPTION

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CONTRACT AMOUNT -----	173,000.00
Small Job #2185-6 -----	700.00
Extra as Submitted to Mr. Moss -----	9,235.00
Changing Lens as discussed with Mr. Moss -----	430.00
Additional Ceiling Fan in Change Room -----	64.00
TOTAL CONTRACT -----	183,479.00
TOTAL CONTRACT -----	183,479.00
100% COMPLETE -----	183,479.00
MATERIALS ON SITE -----	- 0 -
TOTAL EARNED -----	183,479.00
LESS RETENTION -----	- 0 -
SUB-TOTAL -----	183,479.00
LESS PREVIOUS BILLINGS -----	155,438.00
AMOUNT THIS INVOICE -----	<u>28,041.00</u>

Please remit to:

A. G. Crunkleton Electric Co., Inc.
17 North Washington Street
Greencastle, Pa. 17225

CC: GC
JF

TO: ROYAL MARYLAND GOLD CORPORATION

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NOTICE OF INTENTION TO CLAIM MECHANICS LIEN

Notice is hereby given that it is the intention of A.G. Crunkleton Electric Company, Inc., a corporation under the laws of the State of Pennsylvania, with its address at 17 North Washington Street, Greencastle, Pennsylvania, to claim and hold a lien on the tract of land lying in the County of Allegany, State of Maryland, described as follows:

ALL that piece or parcel of ground consisting of 19.76 acres, more or less, and lying along the westerly side of Bedford Road and the Southwesterly side of Knob Road, which was conveyed by Carrie White Schade, et al, to Royal Maryland Gold Corporation by deed dated March 20, 1970 and recorded in Deeds Liber 437, folio 216, among the Land Records of Allegany County, Maryland, which said land is improved by a one story steel and masonry store building.

For the sum of Twenty-eight Thousand Forty-one Dollars (\$28,041.00), with interest thereon from the 23rd day of March, 1971;

That said amount is due and owing to claimant for electrical work, furnished and performed in that certain improvement of said land described as follows:

Electrical distribution equipment, emergency generator, lighting fixtures, lamps, conduit, wire and cable, outdoor lighting, trench backfill and concrete work, all necessary fittings and miscellaneous materials, labor to install of the above and all applicable taxes, permits and insurance to produce a complete electrical job, the above work having been performed under a purchase order dated June 3, 1970 between A.G. Crunkleton Electric Co. Inc and Associated Contractors of Conneaut Lake, Inc., which contract covered the installation of all electrical work for Westons Shoppers City, Bedford Road, Cumberland, Maryland, the total contract being for \$173,000, the balance of \$28,041.00 being unpaid as of this date.

That the name of the person for whom and at whose request the material was furnished and the labor performed is Associated Contractors of Conneaut Lake, Inc.

That the date of the first item of claimant's contribution to the improvement was June 30, 1970 and the date of the last item thereof, the 23rd day of March, 1971.

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That a description of the premises to be charged with the lien, to the best of claimant's ability to ascertain it, is as above given.

That the name of the owner of the land and premises, at the date of making this statement according to the best information claimant now has or is able to ascertain, is Royal Maryland Gold Corporation, 1 Strawberry Hill Court, Stamford, Connecticut 06902.

That the above owner, nor any of its agents, is in residence within Cumberland, Maryland or Allegany County, Maryland, maintains no office or place of business within either city or county and therefore notice cannot be given to said owner as provided in Article 63, Section 11 of the Annotated Code of Maryland, 1957 Edition, as amended and therefore notice is being given said owner under Section 12 of said Article by placing said notice upon the door or other front part of said building referred to above and filing a claim for said amount with the Clerk of the Circuit Court for Allegany County.

Dated this 17th day of June, 1971.

A.G. Crunkleton Electric Co., Inc.

By John H. Kerchner

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 17th day of June, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John H. Kerchner and made oath in due form of law that the matters and facts set forth in the foregoing Notice are true and correct to the best of his knowledge, information and belief and that he is a duly authorized agent of A. G. Crunkleton Electric Co., Inc.

WITNESS my hand and official Notarial Seal.

Judith A. Smith
Notary Public

Comm. Exp. 7-1-74

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STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

THIS IS TO CERTIFY, That there personally appeared before me, a Notary Public of the aforesaid State and County, on the 17th day of June, 1971, J. Frederick Sharer and Leslie K. Stallings, Sr., both of whom acknowledged to me to be adults over the age of 21 years and both of whom acknowledged to me that they did on the date aforesaid accompany John Kerchner, Agent for the A. G. Crunkleton Electric Company, Inc., to the premises owned by Royal Maryland Gold Corporation on the Westerly side of Bedford Road, in Allegany County, Maryland, and did on said date witness the said John Kerchner as he placed upon the door or other front part of the building located on said property, a Notice of Intention to File a Mechanics Lien under the provisions of Article 63 of the Annotated Code of Maryland.

WITNESS my hand and Notarial Seal.



Mary O. Wilson
Notary Public

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Filed & Recorded June 30th 1971 at 10:30 A.M.

C. 46053

MECHANICS' LIEN FOR MATERIALS FURNISHED

TO: BRUCE G. SWAN
CHARLOTTE C. SWAN
510 White Avenue
Cumberland, Maryland

JOHN DUCKWORTH, JR., and RICHARD D. DUCKWORTH, trading as DUCKWORTH BROTHERS, a partnership, claims to have a Mechanics' Lien against the house owned by the said BRUCE G. SWAN and CHARLOTTE C. SWAN, his wife, and against the lot of ground upon which the said house is erected, the same being situated on the northern side of White Avenue and containing Lots No. 23, 24, 25, and 26 on the Johnson and Doll Subdivision, all of which may be more particularly described as detailed among the land records of Allegany County, Maryland, in Plat No. 143 in the Plat Record Book and in Liber 400, Folio 571.

The said lien is for the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00), with interest thereon from the 5th day of April, 1971, the said amount being due and owing to Claimants for materials furnished in the construction and improvements of the house, located on the parcel of land described above.

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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The said JOHN DUCKWORTH, JR., and RICHARD D. DUCKWORTH, trading as DUCKWORTH BROTHERS, a partnership, hereby directs the Clerk of the Circuit Court of Allegany County, Maryland to file and record this claim, in accordance with the provisions of the Code of Public General Laws, relating to the liens of mechanics and others.

John Duckworth, Jr.
JOHN DUCKWORTH, JR., t/a
DUCKWORTH BROTHERS, Claimant

Richard D. Duckworth
RICHARD D. DUCKWORTH, t/a
DUCKWORTH BROTHERS, Claimant

John F. Somerville, Jr.
JOHN F. SOMERVILLE, JR., ATTORNEY AT LAW
71 Prospect Square, Cumberland, Maryland
Attorney for Duckworth Brothers

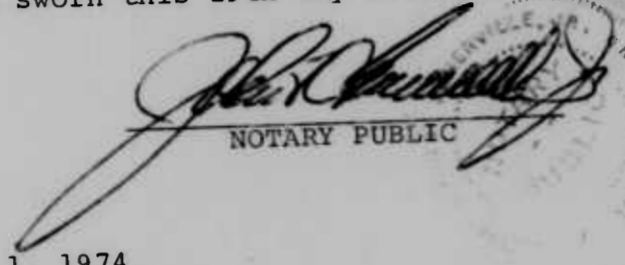
STATE OF MARYLAND,
COUNTY OF ALLEGANY, to-wit:

JOHN DUCKWORTH, JR., and RICHARD D. DUCKWORTH, t/a DUCKWORTH BROTHERS, being duly sworn, on oath say that they are the Claimants in the foregoing Mechanics' Lien by reason of the following facts, to-wit: That they, as owners of Duckworth Brothers, have personal knowledge of the contract and delivery of the materials constituting the basis of this claim, and that the statements are true of their own knowledge.

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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Subscribed to and sworn this 29th day of June, 1971.


NOTARY PUBLIC

My Commission expires July 1, 1974.

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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Route 2, Box 155A, Frostburg, Md. 21532, June 29, 1971

M.F. Clarence Gomer (Contractor)

Zihlman, Maryland

IN ACCOUNT WITH

Duckworth Brothers

CERAMIC TILE CONTRACTORS

TELEPHONE
689-8306
689-8336

TERMS: 30 DAYS NET
1% Monthly Charge After 30 Days

2	Ceramic Tile Bath Walls and Floor	
2	Sets Ceramic Fixtures	
30	A-1 Dec. Tile	
1	Marble Shelf for Shower	
1	Mirror 30 X 48	
1	Mirror 44 X 48	
110	Square Feet Kitchen Floor	

(Includes all labor
and material for
Bruce G. Swan
residence)

\$1250 00

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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MECHANICS' LIEN FOR MATERIALS FURNISHED

TO: WILLIAM B. LIVINGSTON, JR.
DELLA M. LIVINGSTON
Armstrong Street (Grahamtown)
Frostburg, Maryland 21532

JAMES J. DUNN and DON MAHEW, trading as DUNN AND MAHEW BUILDING CONTRACTORS, a partnership, claim to have a Mechanics' Lien against the house owned by the said William B. Livingston, Jr., and Della M. Livingston, his wife, and against the lot of ground upon which the said house is erected, the same being situated on the easterly side of Armstrong Street in Grahamtown, Frostburg, Maryland, and comprising a lot measuring approximately 160 feet by 150 feet which property is more particularly described in detail and recorded among the Land Records of Allegany County, Maryland, in Liber 463, folio 630.

The said lien is for the sum of *TWO THOUSAND NINE HUNDRED* TWO DOLLARS EIGHTY ONE CENTS Dollars (\$2092.81) with interest thereon from the 15th day of July, 1971, the said amount being due and owing to Claimants for materials furnished in the construction and improvement of the house located on the parcel of land described above.

The said JAMES J. DUNN and DON MAHEW, trading as DUNN AND MAHEW BUILDING CONTRACTORS, a partnership, hereby direct the Clerk of the Circuit Court of Allegany County,

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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Maryland, to file and record this claim in accordance with the provisions of the Code of Public General Laws relating to the liens of mechanics and others.

James J. Dunn
JAMES J. DUNN, t/a DUNN AND MAHEW BUILDING CONTRACTORS, Claimant

Don Mahew
DON MAHEW, t/a DUNN AND MAHEW BUILDING CONTRACTORS, Claimant

John F. Somerville, Jr.
JOHN F. SOMERVILLE, JR.
Attorney for Claimants
71 Prospect Square
Cumberland, Maryland

STATE OF MARYLAND,
COUNTY OF ALLEGANY, to-wit:

JAMES J. DUNN and DON MAHEW, t/a Dunn and Mahew Building Contractors, being duly sworn on oath say that they are the Claimants in the foregoing Mechanics' Lien by reason of the following facts, to-wit: That they, as owners of Dunn and Mahew Building Contractors, have personal knowledge of the contract and delivery and installation of the materials constituting the basis of this claim, and that the statements are true of their own knowledge.

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

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Subscribed to and sworn this 21st day of August, 1971.

John F. Somerville, Jr.
NOTARY PUBLIC

My Commission expires July 1, 1974.

JOHN F. SOMERVILLE, JR.
ATTORNEY AT LAW
KEYSER, WEST VIRGINIA
CUMBERLAND, MARYLAND

THE ALLEGANY COUNTY SANITARY COMMISSION **Liber-13 Page-86**

COURT HOUSE, CUMBERLAND, MD TELEPHONE 724-6080

GEORGE K. STEINER, Chairman
Cumberland, Maryland
RUSSELL G. ROBESON, Vice-Chairman
Cumberland, Maryland
JOSEPH E. STRICKLAND, Sec'y-Treas.
LaVale, Maryland
LESLIE J. CLARK, Attorney
LaVale, Maryland

KENNETH K. KENNEDY, Member
Frostburg, Maryland
HENRY A. JOHNSON
Cumberland, Maryland
FRANCIS DEREMER, Member
Corriganville, Maryland
WILLIAM H. FULLER, Member
Frostburg, Maryland
JOSEPH R. RYMER, Member
Cumberland, Maryland

Paul C. Haberlein
Clerk of Circuit Court
Court House
Cumberland, Maryland

Dear Mr. Haberlein:

In accordance with the provisions of Section 657 of Article 45 of the Annotated Code of Maryland (1965 Replacement Edition, as amended) and Ordinance No.2 of The Allegany County Sanitary Commission, dated the 9th day of October, 1964, the following delinquencies exist in The Bowling Green Sanitary District of Allegany County on the following properties for Annual Front Foot Benefit Charges for the period of January 1, 1970 to December 31, 1970, inclusive. The names of the owners of the property, the location of said property, the lot numbers, where the same are recorded, the amount of the Linal Front Foot Assessment rate and the total charge are as follows:

Name	Lot Numbers and Location	Liber No. and Folio	Amount of the Linal Front Foot Assessment and Rate	Total Charge
Robert G. Shaffer	Lots 15-16 C St-Blk 3	L-370 F-443	80 L.F. @ .30¢	24.00
Bruce R. Zembower	Lot 18 I Ave Blk 44	L-340 F-39	40 L.F. @ .30¢	12.00
Woodrow W. Gurley	776 Bowling Ave Blk 3	L-101 F-63	40 L.F. @ .30¢	12.00
Arthur W. McKay	Lot 11 McMullen Hwy. Blk 40 Potomac Park	L-253 F-459	40 L.F. @ .30¢	12.00
Woodrow W. Gurley	Lot 4 F C Blk Cresap Rd	L-281 F-520	98 L.F. @ .30¢	29.40
Manson M. Durr	Lot 3 Blk 34 McMullen Hwy	L-193 F-8	41 L.F. @ .30¢	12.45
Woodrow W. Gurley	Lots 3-4 Blk 37 Potomac Park	L-346 F-51	80 L.F. @ .30¢	24.00
Walter L. Hull	Lots 90-91 Cresap Rd. BG 1st Addn.	L-271 F-92	80 L.F. @ .30¢	24.00
Donald F. Swain	Lot 4 B St. Blk 5 Pt. Park	L-418 F-404	40 L.F. @ .30¢	12.00
Leo J. Scibert	Lot 39, Cresap Dr. Pot. Park	L-208 F-683	115 L.F. @ .30¢	34.50
William F. May	Lots 5-6 C Ave Pot Park Blk 5	L-351 F-01	102 L.F. @ .30¢	30.60

Dup.
see Page 4

EA 54754-2

Liber-13 Prec-87

✓ John R. Leslie	Lot 8, Blk 7 Pot Park	L-386 F-194	40 L.F. @ .30¢	12.00
Francis J. Read	Lots 5-6-7 Ave K Pot PK	L-199 F-488	120 L.F. @ .30¢	36.00
✓ Melvin E. Lancaster	Lots 1-2 Ave. D Cor E Blk 13 Pot PK	L-303 F-467	95 L.F. @ .30¢	28.50
✓ Blaine C. Gallimore	16 Ave E Lots 16- 17-18 Blk 14 Pt. Park	L- 167 F- 614	120 L.F. @ .30¢	36.00
Milton L. Van Meter	Lots 1-2-3, 1 Main Pot Park	L- 480 F- 480	132 L.F. @ .30¢	39.60
✓ Anthony B. Huffman	Lot 5, Blk 28 Main St. Pot PK	L-368 F- 08	44 L.F. @ .30¢	13.20
✓ Don C. Long	Pershing Dr. Lot Blk 20 Pot PK	L-389 F- 07	43.55 L.F. @ .30¢	13.00
✓ Lester W. Norris	Lots 31-32 Ave Z Blk 18, Pot PK	L- 195 F- 482	50 L.F. @ .30¢	15.00
Milton L. Van Meter	Lots 14-15-16-17 18-19 Ave V Blk 24 Pot park	L- 294 F- 202	300 L.F. @ .30¢	90.00
Harry R. Wright	Lot 8 Blk 20 Pershing Dr. Pt. PK	L- 192 F- 362	43.5 L.F. @ .30¢	13.00
Chester N. Wilson	Lots 15-16-17-18 Blk 7 954 McMullen Hwy Pt Pk Adn.	L-416 F-234	97.9 L.F. @ .30¢	29.37
✓ Paul W. McKenzie	Lot 1B Ave B Green 4th Adn T-Dwlg	L-388 F-487	40 L.F. @ .50¢	12.00
✓ John R. Jackle, Sr.	Lot 103 Bowling Ave 2nd Adn.	L- 288 F- 591	40 L.F. @ .30¢	12.00
John C. Dick	Lot 4 Old 44 Oak St	L- 77 F- 327	40 L.F. @ .30¢	12.00
James P. Boyle Eleanor L. Boyle	Bowling Ave, Cor Walnut Lot 30 10th Adn	L-240 F-510	59.9 L.F. @ .30¢	16.47
✓ Charles F. Hill	Lot 31, Bowling Avenue	L-307 F-225	40 L.F. @ .30¢	12.00
Charles F. Hill	Lot 32 Walnut St.	L-221		
✓ Douglas A Golliday ex ux	Lot 20 Bowling Ave	L-254 F- 85	38.35 L.F. @ .30¢	11.51
✓ Joseph W. Malachowski	Lots 26-27-28 Bowling Avenue Covers Adn.	L- 336 F- 240	100 L.F. @ .30¢	30.00
✓ Ferman J. Helmstetter	Lot 10 Bowling Ave. Cover Adn	L-403 F-430	40 L.F. @ .30¢	12.00
John J. Hill	Lot 10, PG 2-1-11 McMullen Hwy	L- 744 F- 199	40 L.F. @ .30¢	12.00

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Benjamin T. Shaffer	Lot 15, 1st Adn McMullen Hwy	L- 272 F- 345	40 L.F. @ .30¢	12.00
✓ Nellie M. Noonan	Lot 95 Pt. 94 Cresap Drive BG 1st	L-222 F-477	69.5 L.F. @ .30¢	21.00
✓ Allan D. Macy	405 McMullen Hwy Lot 28 Rot. 2nd	L-406 F-416	40 L.F. @ .30¢	12.00
Orner F. Wigfield	Lots 25-26-27 Cresap Avenue	L- 342 F- 509	80 L.F. @ .30¢	24.00
✓ Joseph B. Kooser	Lot 10, 2nd Adn Robers Place McMullen Hwy	L- 225 F- 529	40 L.F. @ .30¢	12.00
✓ David A. Harvey, Jr.	Avenue B (check assessment dept. Cumberland, Md.)	L- F-	100 L.F. @ .50¢	50.00
✓ Thomas E. Freeze, etux	2.58A bet. B&O RR Potomac River	L-409 F-109	80 L.F. @ .50¢	24.00
Lewis W. Yonker	BG-7th Addition Lots 42-43	L-342 F-509	80 L.F. @ .30¢	24.00
Lewis W. Yonker	Lots 28-29-40 Pt. 41-42	L-367 F-511	97.34 L.F. @ .50¢	29.20
Francis D. Michaels	Lots 52-55 & Part 51 Md. Ave BG 5th Adn.	L-394 F- 20	100 L.F. @ .30¢	30.00
✓ Francis D. Michaels	Lots 52-55 & Part 51 Md. Ave BG 5th Adn.	L-394 F- 20	100 L.F. @ .30¢	30.00
Louise Salkeld	Lot 6-A on Bowling Ave T-Dwlg 725	L-365 F- 34	40 L.F. @ .30¢	12.00
William L. Shaffer	1A Maryland Ave Bowling Green Adn	L-391 F- 13	200 L.F. @ .30¢	60.00
✓ Harry L. Sterner	Ave B Pot PK Cumberland, Md.	L- 371 F- 313	78 L.F. @ .30¢	25.40
Robert E. Yonker	Cresap Drive Lots 85-86-87-88 and Pt. Lot 84BG 1st Adn	L-597 F-219	120 L.F. @ .30¢	36.00
John C. Yonker	Lot 12 Ave Y 111-27 Pt. D	L- 240 F- 475	44 L.F. @ .30¢	13.20
John D. Rose	Lots 19-20-21 C. H. Rd Blk 9	L-422 F- 188	100 L.F. @ .30¢	30.00
Lester B. Norris	Bowling Ave Lot 8-9 Blk 15	L- 371 F- 313	80 L.F. @ .30¢	24.00
✓ Paul W. McKenzie	900 Bowling Avenue Cumberland, Md.	L- 376 F- 305	80 L.F. @ .30¢	24.00
✓ Lindbergh D. Cook	Rear McMullen Hwy Lots 229x398 228x407	L-253 F-383	60 L.F. @ .30¢	18.00

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✓ Charles H. Leslie	Ave U Lots 6-7 Blk 26 Potomac Park Addn.	L-425 F-329	90 L.F. @ .30¢	27.00
Peter Eror Louise E. Eror	Lot 8 Pershing Drive Blk. 28 Potomac Park	L-298 F-399	40 L.F. @ .30¢	12.00
✓ Angela G. Neeley	Lot 11 McMullen Hwy. Block 42 Potomac Park	L-184 F-673	40 L.F. @ .30¢	12.00
John R. Leslie	Lot 8, Blk 7 Main St. Pot. Pk	L-386 F-194	40 L.F. @ .30¢	12.00
Phillip D. Skelley	Lot 48, Ave Ford Blk 10 Pot. Pk	L-248 F-426	40 L.F. @ .30¢	12.00
Lewis W. Yunker	Lot 29 Ave M Blk 40 Pt. Pk	L-392 F-188	25.9 L.F. @ .30¢	7.80
Lewis W. Yonker	Lot 30 Avenue M Blk 40 Pt. Pk	L-393 F-188	40 L.F. @ .30¢	12.00
✓ South Cumberland Planning Mill	Lot 10 McMullen Hwy. Blk 40 Pt. Pk	L-221 F-303	40 L.F. @ .30¢	12.00
✓ Arthur W. McKay	Lot 12 McMullen Hwy. Blk 40 Pot. Pk	L-255 F-459	40 L.F. @ .30¢	12.00
✓ Alvin J. Miller	Lots 26-27 Ave M Blk 46	L-194 F-305	80 L.F. @ .30¢	24.00
✓ Albert A. Helmick	Lots 10-11 Cresap Dr. Blk 49	L-400 F-55	136.9 L.F. @ .30¢	41.07
David L. Wright	Lots 9-10 D St	L-267	80 L.F. @ .30¢	27.00
Patricia C. Wright	Blk 4 McGraw	F-503	80 L.F. @ .30¢	27.00
Maynard J. Whitney	Lot 20 McMullen Hwy	L-247 F-149	40 L.F. @ .30¢	12.00
Elizabeth Smith	Lot 28-29 McMullen Hwy	L-166 F-521	80 L.F. @ .30¢	24.00
Clyde F. Gill	Lot 6 McMullen Blvd BG 2nd	L-348 F-427	40 L.F. @ .30¢	12.00
Willard A. Adams	Pt. Lot 29 Reading Ave	L-243 F-60	30 L.F. @ .30¢	12.00
✓ Nellie M. Noonan	Lot 96 Cresap Dr. BG 1st Addn	L-222 F-447	40 L.F. @ .30¢	12.00
Walter L. Hull	Lot 89 Cresap Rd BG 1st Addn.	L-271 F-94	40 L.F. @ .30¢	12.00
Walter L. Hull	Lots 90-91 Cresap RD. BG 1st Addn	L-271 F-92	80 L.F. @ .30¢	24.00
Charles F. Seitz	Lot 33 & Pt. 34 Homer St. Robinette 1st Addn.	L-383 F-110	60 L.F. @ .30¢	18.00

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✓ Charles L. Jolley	409 McMullen Hwy Cumberland, Md.	L-177 F-374	20 L.F. @ .30¢	6.00
✓ Delia Bell	Lot 1/2 Lot 5 & Pt. of 6 McMullen Hwy. Robinette Addn.	L-179 F-220	41 L.F. @ .30¢	12.30
Frederick L. Green	Lot 14 RR Lots 77 to 88 2nd Addn.	L-206 F-335	250 L.F. @ .30¢	68.00
✓ Joseph B. Kooser	Lot 11, McMullen Hwy Roberts 2nd Addn.	L-359 F-73	20 L.F. @ .30¢	6.00
✓ Harry Gilbert et ux	Lots 39-40 Ave. B Blk 5 Pot. Pk.	L-319 F-366	78 L.F. @ .30¢	25.40
H. Oscar Swartzwelder	Lots 63-64 Bank Ave Blk. 18 Pot. Park	L-185 F-231	50 L.F. @ .30¢	15.00
Harry R. Wright et ux	Lot 7 Pershing Dr. Blk 20 Pot. Park	L-246 F-292	45.33 L.F. @ .30¢	15.00
✓ Mabel C. Roy & Sylvia M. Fulk	Lot 13, McMullen Hwy. Blk. 8 Pot. Pk	L-204 F-307	40 L.F. @ .30¢	12.00
William L. Ranck	Lot 77 Roberts Ave 2nd Addn.	L-192 F-201	40 L.F. @ .30¢	12.00
Orrie R. Sensabaugh	Lot 15 Maryland Ave. BG Add'n	L-436 F-580	100 L.F. @ .30¢	30.00
✓ Howard Buchanan Inc.	Field A Bowling Ave. Sec. A	L-179 F-3	80 L.F. @ .30¢	24.00
✓ Patricia Keel	Rt. 4, Box 369 Sykesville, Md.	L-432 F-74	40 L.F. @ .30¢	12.00
✓ George J. Mosser	Lots 16-17 Blk 23 Ave. Pot. Park	L-344 F-564	100 L.F. @ .30¢	30.00

Please record the same among the Mechanic Lien Records of Allegany County in accordance with the provisions of the aforesaid law.

Respectfully Submitted,

The Allegany County Sanitary District, Inc.,
acting thru and by The Allegany County
Sanitary Commission.

Joseph E. Strickland
Joseph E. Strickland, Secretary-Treasurer

THE ALLEGANY COUNTY
SANITARY COMMISSION

Liber-13 Page-91

COURT HOUSE, CUMBERLAND, MARYLAND

TELEPHONE 724-6080

GEORGE K. STEINER, Chairman
Cumberland, Maryland
RUSSELL G. ROBESON, Vice-Chairman
Cumberland, Maryland
JOSEPH E. STRICKLAND, Sec'y-Treasurer
LaVale, Maryland
LESLIE J. CLARK, Attorney
LaVale, Maryland

KENNETH K. KENNEDY, Member
Frostburg, Maryland
HENRY A. JOHNSON, Member
Cumberland, Maryland
FRANCIS DEREMER, Member
Corriganville, Maryland
WILLIAM H. FULLER, Member
Frostburg, Maryland
JOSEPH R. RYMER, Member
Cumberland, Maryland

Paul C. Haberlein
Clerk of Circuit Court
Court House
Cumberland, Maryland

Dear Mr. Haberlein:

In accordance with the provisions of Section 657 of Article 43 of the Annotated Code of Maryland (1965 Replacement Edition, as amended) and Ordinance No. 5 of The Allegany County Sanitary Commission, dated the 7th day of December, 1965, the following delinquencies exist in the Cresaptown Sanitary District of Allegany County on the following properties for Annual Front Foot Benefit Charges for the period of January 1, 1970 to December 31, 1970, inclusive. The names of the owners of the property, the location of said property, the lot numbers, where the same are recorded, the amount of the lineal Front Foot Assessment rate and the total charge are as follows:

Name	Lot Numbers and Location	Liber No. and Folio	Amount of the Lineal Front Foot Assessment and Rate	Total Charge
Charles H. Jewell	Lots 187-188-189	L-309		
Millie L. Jewell	Valley View Drive Cresap Pk. Adn.	F-168	122 L.F. @ .30¢	36.60
Millie B. Jewell	Lot 169 McKay Place Cresap Pk Adn.	L-291		
Harold Jewell	Plat Blk No. 1	F-139	45 L.F. @ .30¢	13.50
Harvey Sweitzer	Part Lot 175 McKay Place	L-235 F-121	35 L.F. @ .30¢	10.50
Clara A. Sweitzer				
Robert L. Crites	Pt. Lot 228 Valley View Dr.	L-320 F-566	20 L.F. @ .30¢	6.00
George A. Martin	Lot 219	L-303		
Ruth A. Martin	Oak View	F-415	50 L.F. @ .30¢	15.00
Frank M. Wilson	Lots 208 to 216	L-121		
c/o Thomas Berrt Att.	Inc. Oakwood Ave.	F-629	450 L.F. @ .30¢	135.00
C.A. Perdew	Lot 25 Pot. St., Sec	CL-282		
c/o Paul T. Haddock	Cell City	F-423	100 L.F. @ .30¢	30.00
Joseph J. Orbin et ux	Lot 62 Howard St. Sec C. Cell City	L-339 F-201	25 L.F. @ .30¢	7.50
Louis Blank	Lots 244 245 Pershing St. Blk C. Cell City	L-149 F-78	100 L.F. @ .30¢	30.00

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Edward Kane	Lots 22-23-24 5th Ave. Sec A Cell City	L- F-	75 L.F. @ .30¢	22.50
Abner L. Bishop	Lots 3-4-5-Pt. 6 Sec C. Cell City	L-399 F-388	90 L.F. @ .30¢	27.00
Wayne E. Miller	Lot 38 Meadow Dr.	L-422 F-95	40 L.F. @ .30¢	12.00
Ralph F. McHenry	Lots 92-93 Meadow Drive	L-221 F-584	113.46 L.F. @ .30¢	34.04
Ralph F. McHenry	Pt. Lot 95 Meadow Drive	L-151 F-76	35.5 L.F. @ .30¢	10.65
William J. Ingram	Lot 49 Ancelle Blvd & Ark Drive L & L Park	L-259 F-265	58 L.F. @ .30¢	17.40
Major M. Clise	Lot 1 McMullen Hwy Shuck Cell City	L-162 F-113	42.5 L.F. @ .30¢	12.75
Robert B. Neff	Pt. 152 McMullen Hwy	L-207 F-218	10 L.F. @ .30¢	5.00
Gladys Breedlove	R/W Warrior Dr.	L-347 F-587	10 L.F. @ .30¢	5.00
Robert M. King	Lot 25 Fifth Ave. Sec A in Cell City	L-175 F-230	25 L.F. @ .30¢	7.50
Gladys H. Lewis	Lot 109 Meadow Dr.	L-165 F-550	40 L.F. @ .30¢	12.00
Fred N. Fadley	Lot 7 Winchester Rd.	L-361		
Ada L. Fadley	Adn. D500	F-131	50 L.F. @ .30¢	15.00
J. A. Rodeheaver	Lot Winchester Rd. NR Cresaptown	L-34 F-20	86 L.F. @ .30¢	25.80
Ray W. Van Meter et ux	Lot 3 Pt. 2 W side Winchester Rd. Cresaptown	L-322 F-286	66.42 L.F. @ .30¢	19.27
Phillip L. Ramsey	Lot 2, 93 Brant Rd. Cecil's Adns.	L-329 F-570	99.34 L.F. @ .30¢	29.80
Kenneth Toohey, Jr.	Lot 15, McMullen Hwy	L-399 F-604	25 L.F. @ .30¢	7.50
William J. Ingram	Lots 50-51 L&L Pk Drive Cresaptown	L- F-	60 L.F. @ .30¢	18.00
Oliver McCusker	Pt. Lot 1 10 Wood St. Cresap Pk Adn	L-308 F-79	45 L.F. @ .30¢	12.00
Lorena McCusker				
Kenneth L. Toohey, Jr.	204 McMullen Hwy. Lots 3-4- Parcel D	L-399 F-604	40 L.F. @ .30¢	12.00
Abner L. Bishop et ux	Pot. St. Lot 1-2 Sec C Cell City Adn.	L-399 F-388	100 L.F. @ .30¢	30.00
Richard D. Jones et ux	Lot 50 Meadow Dr.	L-442 F-696	60 L.F. @ .30¢	18.00
James P. Walton	Lot 101 Meadow Dr.	L-275 F-525	45 L.F. @ .30¢	15.50

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Randall E. Beachey	Lots 94-98 Ave. 2nd Sec. C Cell City	L-217-481 F-389-322	55 L.F. @ .30¢	16.50
Randall E. Beachey	Lots 96-97 2nd Ave Sec A Cell City	L-189-616 F-389-322	55 L.F. @ .30¢	16.50
June A. Holler	Lot 12 Lee St. Cresaptown	L-349 F-239	79.5 L.F. @ .30¢	23.79
Charles Flinn	Lot 13 NR Cresaptown on McMullen Hwy.	L-180 F-512	57 L.F. @ .30¢	17.10
H. E. Sweitzer and Clara A. Sweitzer	Lot 174 McKay Place Cresaptown Pk. Addn.	L-226 F-211	40 L.F. @ .30¢	12.00
Lindberg A. Cook Mary A Cook	Lots 93-94-95 Howard St. Sec. C Cell City	L-255 F-71	75 L.F. @ .30¢	22.50
Catherine V. Sindy	Lots 39-40 5th St. SSec. A Cell City	L-176 F-174	50 L.F. @ .30¢	15.00
Robert B. Neff	Lots 143-144-145 McMullen Hwy. Sec. A Cell City	L-207 F-218	75 L.F. @ .30¢	22.50
Union Rescue Mission	Lot 153 Pt. 152 McMullen Hwy	L-565 F-215	40 L.F. @ .30¢	12.00
Leslie E. Higgs	Lot 230 Valley View Drive	L-585 F-25	40 L.F. @ .30¢	12.00

x Randall E. Beachey	Lots 94-95 Ave.2nd Sec. C Cell City	L-217-481 F-389-322	55 L.F. @ .30¢	16.50
x Randall E. Beachey	Lots 96-97 2nd Ave Sec A Cell City	L-189-616 F-389-322	55 L.F. @ .30¢	16.50
x June A. Holler	Lot 12 Lee St. Cresaptown	L-349 F-239	79.3 L.F. @ .30¢	23.79
x Charles Flinn	Lot 13 NR Cresaptown on McMullen Hwy.	L-180 F-512	57 L.F. @ .30¢	17.10
x H. E. Sweitzer and Clara A. Sweitzer	Lot 174 McKay Place Cresaptown Pk. Adn.	L-226 F-211	40 L.F. @ .30¢	12.00
x Lindberg A. Cook Mary A Cook	Lots 93-94-95 Howard St. Sec.C Cell City	L-255 F-71	75 L.F. @ .30¢	22.50
x Catherine V. Sindy	Lots 39-40 5th St. Sec. A Cell City	L-176 F-174	50 L.F. @ .30¢	15.00
x Robert B. Neff	Lots 143-144-145 McMullen Hwy. Sec. A Cell City	L-207 F-218	75 L.F. @ .30¢	22.50
x Union Rescue Mission	Lot 153 Pt. 152 McMullen Hwy	L-565 F-215	40 L.F. @ .30¢	12.00
x Leslie E. Higgs	Lot 230 Valley View Drive	L-385 F-25	40 L.F. @ .30¢	12.00
x Opal M. Gerhart	Lot 201 Valley View Drive	L-264 F-313	40 L.F. @ .30¢	12.00
x Dewey R. Kempfher Geraldine A. Kempfher	Lot 235 Valley View Drive	L-308 F-79	45 L.F. @ .50¢	13.50
x Gerald E. Skelly	Pt. Lots 3-4-5 McMullen Hwy	L-323 F-286	228.8 L.F. @ .30¢	68.64
x Calvin C. Schramm	Lot 2 RR Winchester Road Craddock Road	L-358 F-422	100 L.F. @ .30¢	30.00
x Dewey R. Kempfher Geraldine A. Kempfher	Lot 236 Valley View Dr. Cresap Park	L-308 F-79	40 L.F. @ .30¢	12.00
x Thelma C Lee	Pt. Lot 10 Brant Rd. & Unnum. Lot Bet. Lots 9-10 T. Wlg 3700	L-389 F-185	68.45 L.F. @ 30¢	20.54
x William B. Walbert	lot Brant Rd. Cell Addn to Cresap.	L-360 F-172	80 L.F. @ 30¢	24.00
x Gerald F. Skelley	Lots 125-126-127 Ancelle Blve. L&L Pk.	L-418 F-545	103 L.F. @ 30¢	30.90
x Albert L Boch	Lot 1 Glenwood Sub- Div. Brant Rd.	L-416 F-14	120.11 L.F. @ 30¢	36.00
x Town House Apt.	Lot 39 Vermont Ave. Glenwood Acres	L-433 F-377	94 L.F. @ .30¢	28.40
x Town House Apt.	Lot 22 Vermont Ave. E/S Glenwood Acres	L-437 F-541	100 L.F. @ 30¢	30.00

Please record the same among the Mechanic Lien Records of Allegany County in accordance with the provisions of the aforesaid law.

The Allegany County Sanitary District, Inc.
Joseph E. Strickland
Joseph E. Strickland, Secretary-Treasurer

THE ALLEGANY COUNTY SANITARY COMMISSION

COUNTY OFFICE BUILDING, CUMBERLAND, MARYLAND

TELEPHONE NO. 724-6080

Paul C. Haberlein
Clerk of Circuit Court
Court House
Cumberland, Maryland

Dear Mr. Haberlein:

In accordance with the provisions of Section 657 of Article 43 of The Annotated Code of Maryland (1965 Replacement Edition, as amended) and Ordinance No. 10 of The Allegany County Sanitary Commission, dated the 20th day of August, 1968, the following delinquencies exist in the Bedford Road Sanitary District of Allegany County of the following properties for Annual Front Foot Benefit Charges for the period of July 1, 1970 to June 30, 1971, inclusive. The names of the owners of the property, the location of said property, the lot numbers, where the same are recorded, the amount of the lineal Front Foot Assessment rate and the total charge are as follows:

NAME	Lot Numbers and Location	Liber No. and Folio	Amount of the Lineal Front Foot Assessment & Rate	Total Charge
x Wilmer Benjamin	2½ A W/S Bedford Road	L-109 F- 67	100 L.F. @ 30¢	\$ 30.00
x Ray V. Sherrard	3-8A E S Bedford R. Pleasant St.	L-338 F-609	100 L.F. @ 30¢	\$ 30.00
x Frank C. Smith	.75A Front 124' Bedford Road	L-220 F-408	124 L.F. @ 30¢	\$ 37.20
x Harvey W. Wilson		L- 435 F- 568		\$ 18.75
x Roberta H. Wilson	Parcel 4 on 30 ft. St. RR Bedford Rd.	L-223 F-686	100 L.F. @ 30¢	\$ 30.00
x Vincent A. Buckholtz	Lot on Hannah Dr. & Bedford Road	L-285 F- 22	75 L.F. @ 30¢	\$ 22.50
x J. Harold Boland	Pt. Lots 20-21 Irene Dr. - Bed. Road Crowdevale Addition	L-411 F-190	100 L.F. @ 30¢	\$ 30.00
x Daniel J. Kerr	.27A Moders Lane	L-363 F-389	95 L.F. @ 30¢	\$ 28.52
x Elmer F. Diggs	Lot 82 Frederick	L-375 F-113-120	65 L.F. @ 30¢	\$ 19.50
x Elmer F. Diggs	Lot 84 Pt. 85	L-375 F-113-120	75 L.F. @ 30¢	\$ 22.50
x James W. Shank	Lot 50x150 Bedford Road	L- F-	50 L.F. @ 30¢	\$ 15.00
x William B. McCarthy	Lot 6 South Terrace Erantz Addition	L- 440 F- 314	73 L. F. @ 30¢	\$ 21.93
x Robert D. Bray	Lot 6 Thurmel Dr.	L-406 F-424	100 L.F. @ 30¢	\$ 30.00
x B B Sherman, Jr.	Lots 14-15-16-17 Pine St. Sec. G Richland	L-405 F- 62	100 L.F. @ 30¢	\$ 30.00
x Mary Jane McElfish	Balto Pike & Naves Cross Rds.	L-184 F-412	182.66 L.F. @ 30¢	\$ 54.80

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Paul C. Haberlien -2-

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Name	Lot Numbers and Location	Liber No. and Folio	Amount of the Lineal Front Foot Assessment & Rate	Total Charge
George E. Zegles	1-2A Ioka Drive	L-432 F-520	100 L.F. @ 50¢	\$ 30.00 <i>pd.</i>
* Dorothy A. Lapp	E. Side Bedford Rd.	L-201 F-669	100.9 L.F. @ 30¢	\$ 30.27
* Josephine R. Blamble or (Albert)	Lot 110 x 150 Bedford Road	L-408 F-326	110 L.F. @ 30¢	\$ 33.00

Please record the same among the Mechanic Lien Records of Allegany County in accordance with the provisions of the aforesaid law.

Respectfully submitted,

The Allegany County Sanitary District, Inc.
acting thru and by The Allegany County
Sanitary Commission

Joseph E. Strickland
Joseph E. Strickland
Secretary-Treasurer

Paul C. Haberlien -2-

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Name	Lot Numbers and Location	Liber No. and Folio	Amount of the Lineal Front Foot Assessment & Rate	Total Charge
George W. Seales	L-24 Tola Drive	L-422 F-520	100 L.F. @ 30¢	\$ 30.00 <i>PK.</i>
* Dorothy A. Lapp	E. Side Bedford Rd.	L-201 F-669	100.9 L.F. @ 30¢	\$ 30.27
* Josephine R. Blamble or (Albert)	Lot 110 x 150 Bedford Road	L-408 F-326	110 L.F. @ 30¢	\$ 33.00

Please record the same among the Mechanic Lien Records of Allegany County in accordance with the provisions of the aforesaid law.

Respectfully submitted,

The Allegany County Sanitary District, Inc.
acting thru and by The Allegany County
Sanitary Commission

Joseph E. Strickland
Joseph E. Strickland
Secretary-Treasurer

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Liber-13 Page-96

BERKELEY METAL MANUFACTURING :
INC., a corporation
6412 Central Avenue
Seat Pleasant, Maryland 20027

Claimant :

vs. :

HUGH E. KIFER, and
ADA V. KIFER, his wife
1312 National Highway
LaVale, Maryland 21502

Defendants :

MECHANICS LIEN

Comes now the Claimant, Berkeley Metal Manufacturing, Inc., a corporation authorized to do business in the State of Maryland, by its attorneys, Staley, Prescott and Ballman, and claims a Mechanics Lien for labor and materials provided and furnished to Hugh E. Kifer and Ada V. Kifer which labor and materials were used or reasonably required for use in the construction of the improvements and remodeling on the said real estate, being more particularly described as follows:

All that lot or parcel of land situated on the north side of the National Highway, about five (5) miles west of Cumberland, Maryland, and described as follows, to-wit:

BEGINNING for the same at an iron stake standing 447.1 feet on the first line of a tract of land conveyed by Charles Longerbeam, unmarried, to Calvin E. Deal, et ux, by deed dated December 21, 1938, and recorded in Liber 182, folio 264 one of the Land Records of Allegany County, Maryland, and continuing with the north side of the National Highway and 30 feet distant from the center line thereof and with part of the first line of the aforementioned Calvin E. Deal tract of ground (vernier readings reduced to magnetic bearings as of January, 1950, and with

LAW OFFICES
STALEY, PRESCOTT
AND BALLMAN
CITIZENS SAVINGS BUILDING
KENSINGTON, MARYLAND
939-1234
WASHINGTON, D. C.

horizontal measurements) South 67 degrees 15 minutes west 199. feet to an iron stake, thence leaving the National Highway north 22 degrees 45 minutes west 209.5 feet to an iron stake, thence north 67 degrees and 15 minutes east 155.3 feet to an iron stake, thence south 34 degrees 41 minutes east 213.9 feet to the beginning, containing .85 acres more or less, and being the same property conveyed to Hugh E. Kifer and Ada V. Kifer, his wife, by Dale Stanquist and Mary J. Stanquist, his wife, by deed dated April 12, 1966, and recorded in Liber 394, folio 586 among the Land Records of Allegany County, Maryland.

The description of the said improvements to the real property are as follows: The property is improved by a one-story brick building formerly used as a dwelling house but is now being renovated for the purpose of use as a restaurant.

That all of the ground covered by the said improvements and so much other ground immediately adjacent thereto and belonging in like manner to the owners or reputed owners of the said building as may be necessary by the ordinary and useful purpose of the said building and all of which said land and improvements were owned or reputedly owned at the time of the furnishing of labor and materials claimed hereunder by Hugh E. Kifer and Ada V. Kifer, his wife, which said owners are also the present owners of record of the said property; that the said claim is for kitchen equipment, materials and supplies, cooking materials, exhaust fans, ranges, boilers, mixers, waitress stations, push carts, restaurant tables, ice maker, freezer and related items and the necessary materials and labor to install the same but not to hook up any plumbing or electrical connections; that the said labor and materials were provided in connection with a contract for renovation of the said dwelling on the aforesaid property

under contract by and between Hugh Kifer and Berkeley Metal Manufacturing, Inc. made on or about October 15, 1971, which is within six (6) months last past. That the Claimant did prior to the expiration of ninety (90) days from the date of the last delivery of materials to the construction site, cause the aforesaid owners to be served by registered mail with written notice of the Claimant's intention to file this lien. That the Claimant claims the owners, Hugh E. Kifer and Ada V. Kifer owe the Claimant the sum of Twenty-four Thousand Five Hundred Twenty-three Dollars and Ten Cents (\$24,523.10) for work completed and not paid for. The original contract value was Twenty-Eight Thousand Three Hundred Eighty-seven Dollars and Sixty Cents (\$28,387.60) plus One Thousand One Hundred Thirty-five Dollars and Fifty Cents (\$1,135.50) sales tax amounting to a total of Twenty-nine Thousand Five Hundred Twenty-three Dollars and Ten Cents (\$29,523.10). That a deposit of Five Thousand Dollars (\$5,000.00) was received July 1, 1971, leaving the above balance due and owing. That the contract value represents improvements in excess of twenty-five percent (25%) to the value of the dwelling being repaired and improved.

WHEREFORE, Claimant directs the Clerk of the Circuit Court for Allegany County, Maryland to file and record this claim as a Lien on the aforesaid property pursuant

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to the Annotated Code of Maryland (1957 Edition), Article
63, entitled Mechanics Liens.

STALEY, PRESCOTT AND BALLMAN

By: Ronald G. Kane
RONALD G. KANE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 3 day of
November, 1971, mailed a copy of the foregoing
Mechanics Lien, postage prepaid, to Mr. Hugh E. Kifer and
Ada V. Kifer, his wife, 1312 National Highway, LaVale,
Maryland 21502.

Ronald G. Kane
RONALD G. KANE

Paul C. Haberman
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