

regulations of said Corporation, without special treatment as to the rates of Municipal taxation, special assessment, or as to municipal services and facilities.

(C) Further, that the following agreement between the Town of Williamsport and C. William Hetzer, Inc., its successors, grantees, or assigns, and C. William Hetzer, his assigns, grantees, heirs and Personal Representatives, be made a part of the conditions of annexation:

THIS AGREEMENT, made this 5th day of October, 1970, by and between the Town of Williamsport, Maryland, a municipal corporation existing under the laws of the State of Maryland, hereinafter referred to as the Town, and C. William Hetzer, Inc., and C. William Hetzer, individually, hereinafter referred to as owners.

*Whereas*, all of the property described in a survey prepared by J. H. Seiber, County Surveyor, dated January 13, 1970, marked Exhibit "A" and incorporated herein by reference and referred to in the titling of this resolution is owned by C. William Hetzer, Inc., the C & P Telephone Company of Maryland, and C. William Hetzer, Individually.

*Whereas*, C. William Hetzer, Inc., C. William Hetzer, individually, and the C & P Telephone Company have joined in petitioning and requesting annexation of the area in question pursuant to Article 23-A, Section 19 of the Annotated Code of Maryland; and

*Whereas*, the respective parties to this agreement believe that they will be mutually benefited by said annexation and the terms and conditions of this agreement;

*Whereas*, C. William Hetzer, Inc., is and will be in the process of constructing for C. William Hetzer a modern apartment and commercial complex on the site in question; and

*Whereas*, it will be necessary to construct and extend certain water, sewer lines, curbs, streets, and other facilities to said development presently owned by the property owners of the area in question;

*Whereas*, water and sewer lines as shown in the specifications of Milestone Garden Apartments of Williamsport, Maryland, FHA Project #052-00055-PM, and shown on Drawings S-2 and S-3 of said specifications shall be constructed by C. William Hetzer, Inc. in accordance with said specifications and subject to the agreements contained hereafter. Said specifications and drawings are incorporated herein by reference.

*Whereas*, C. William Hetzer, Inc., and C. William Hetzer will perform all engineering work connected with the aforesaid project necessitated now and in the future at its own expense.

NOW, THEREFORE, it is mutually covenanted and agreed between the parties as follows:

C. William Hetzer, Inc. and C. William Hetzer, individually, agree that the following conditions shall be made and incorporated as conditions of the annexation of the property herein described and in addition to the foregoing specifications and agreements referred to above:

1. *WATER LINES*: All water lines, sewer lines, and fire hydrants shown on drawing S-2 and incorporated herein by reference shall be constructed in accordance with the specifications and installed by C. William