

WC-1235

RESOLUTION NO. 340  
WICOMICO COUNTY DRUG-FREE SCHOOL ZONE MAP

WHEREAS, the children of Wicomico County are entitled to an atmosphere which is conducive to education; and

WHEREAS, the State of Maryland has recently enacted the "Drug-Free School Zones - Youth Protection Act" in an effort to safeguard our schools and the surrounding environs against the activities of those who manufacture, distribute, or deliver controlled dangerous substances; and

WHEREAS, the elimination of such controlled dangerous substances is fundamental to an efficient, effective, and responsive educational environment.

NOW, THEREFORE, we, the Wicomico County Council, by virtue of the authority vested in us by the Wicomico County Charter and the Laws of the State of Maryland, hereby resolve that the following be effective immediately:

A. In accordance with and pursuant to the authority of Article 27, Section 286D, the Drug-Free School Zone Maps produced by the Planning, Zoning and Community Development Department of Wicomico County, attached hereto, are hereby approved and adopted as an official finding and record of the location and areas within Wicomico County of property which are used for school purposes and which are owned by or leased to any elementary or secondary school or school board, and of the areas on or within 1,000 feet of such school property.

B. The Drug-Free School Zone maps approved and adopted by this Resolution shall continue to constitute an official finding and record as to the location and boundaries of the areas on or within 1,000 feet of property owned by or leased to any elementary or secondary school or school board which are used for school purposes until such time, if any, that this Resolution shall be amended to reflect any additions or deletions with respect to the location and boundaries of school property and the Drug-Free school zones.

C. The school board is hereby directed and shall have the continuing obligation to promptly notify the Administrative Director of Wicomico County

SEIDEL AND BAKER  
ATTORNEYS AT LAW  
SALISBURY, MD.

WC-1235

and the State's Attorney for Wicomico County of any changes or contemplated changes in the location and boundaries of any property owned by or leased to any elementary or secondary school or school board and which is used for school purposes.

D. The Administrative Director of Wicomico County is hereby directed to receive and to keep on file the original of the maps approved and adopted pursuant to this Resolution, and to provide at a reasonable cost a true copy thereof to any person, agency or court which may from time to time request such a copy, along with a certification that such copy is a true copy of the maps approved and adopted herein and kept on file. It is hereby further directed that a true copy of such maps and of this Resolution shall be provided without cost to the Clerk of the Circuit Court for Wicomico County, and to the Wicomico County State's Attorney.

E. The following additional matters are hereby determined, declared, recited and stated:


1. It is understood that the maps approved and adopted by this Resolution were prepared and are intended to be used as evidence in prosecutions arising under the Criminal Laws of this State, and that pursuant to State Law, such maps shall constitute prima facie evidence of the location and boundaries of the area on or within 1,000 feet of the property of a public or non-public elementary or secondary school that is used for school purposes.

2. Pursuant to the provisions of Article 27, Section 286D, a prosecutor is not precluded from introducing or relying upon any other evidence or testimony to establish a violation of the offense defined in that statute, including the use of a map or diagram other than the one approved and adopted pursuant to this Resolution. The failure of the maps approved herein to depict the location and boundaries of any property which is, in fact, used for school

purposes and which is owned by or leased to any elementary or secondary school or school board, whether the absence of such depiction is the result of inadvertent omission or the result of any changes in the location and boundaries of such property which have not yet been incorporated into a revised approved map, shall not be deemed to be an official finding and record that such property is not owned by or leased to a school or school board, or that such property is not used for school purposes.

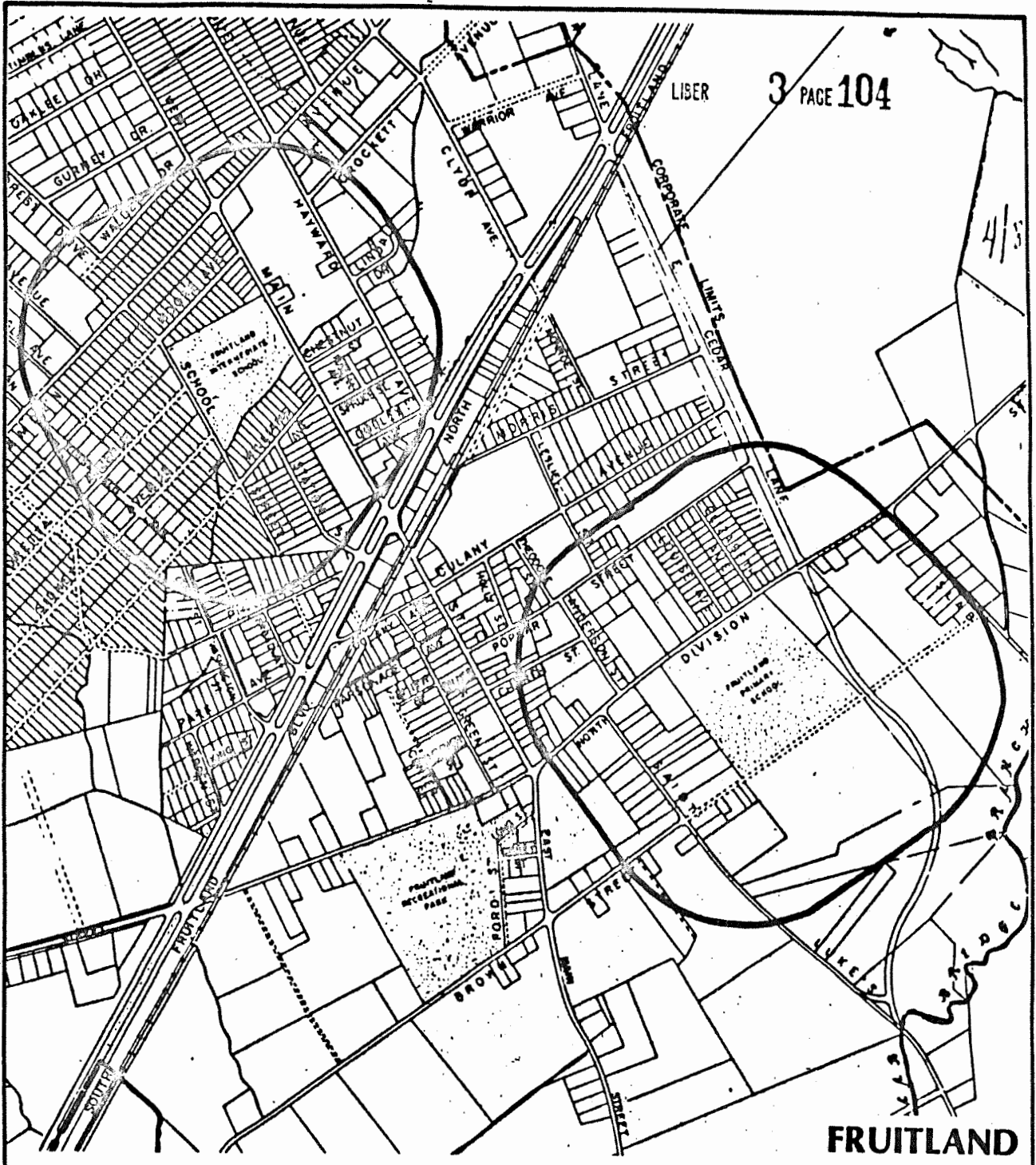
DONE AT SALISBURY, MARYLAND, THIS 28th DAY OF DECEMBER, 1989.

ATTEST:

  
Matthew E. Creamer,  
Administrative Director

WICOMICO COUNTY COUNCIL

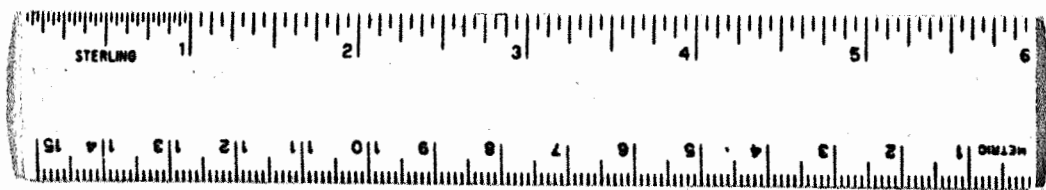
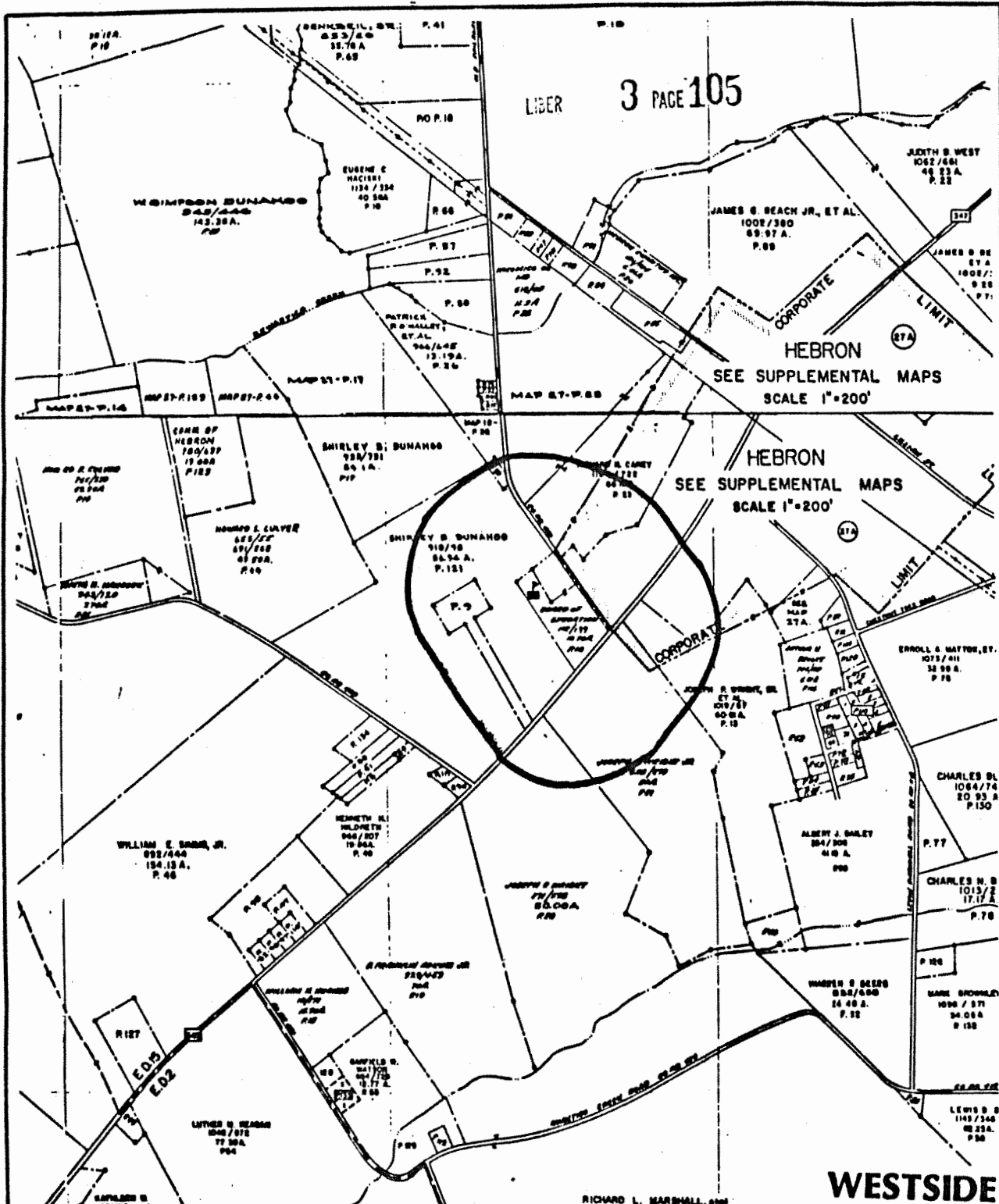
BY:   
Henry S. Packer, President



**Wicomico County  
 DRUG FREE SCHOOL ZONES -  
 YOUTH PROTECTION ACT  
 Senate Bill 289**



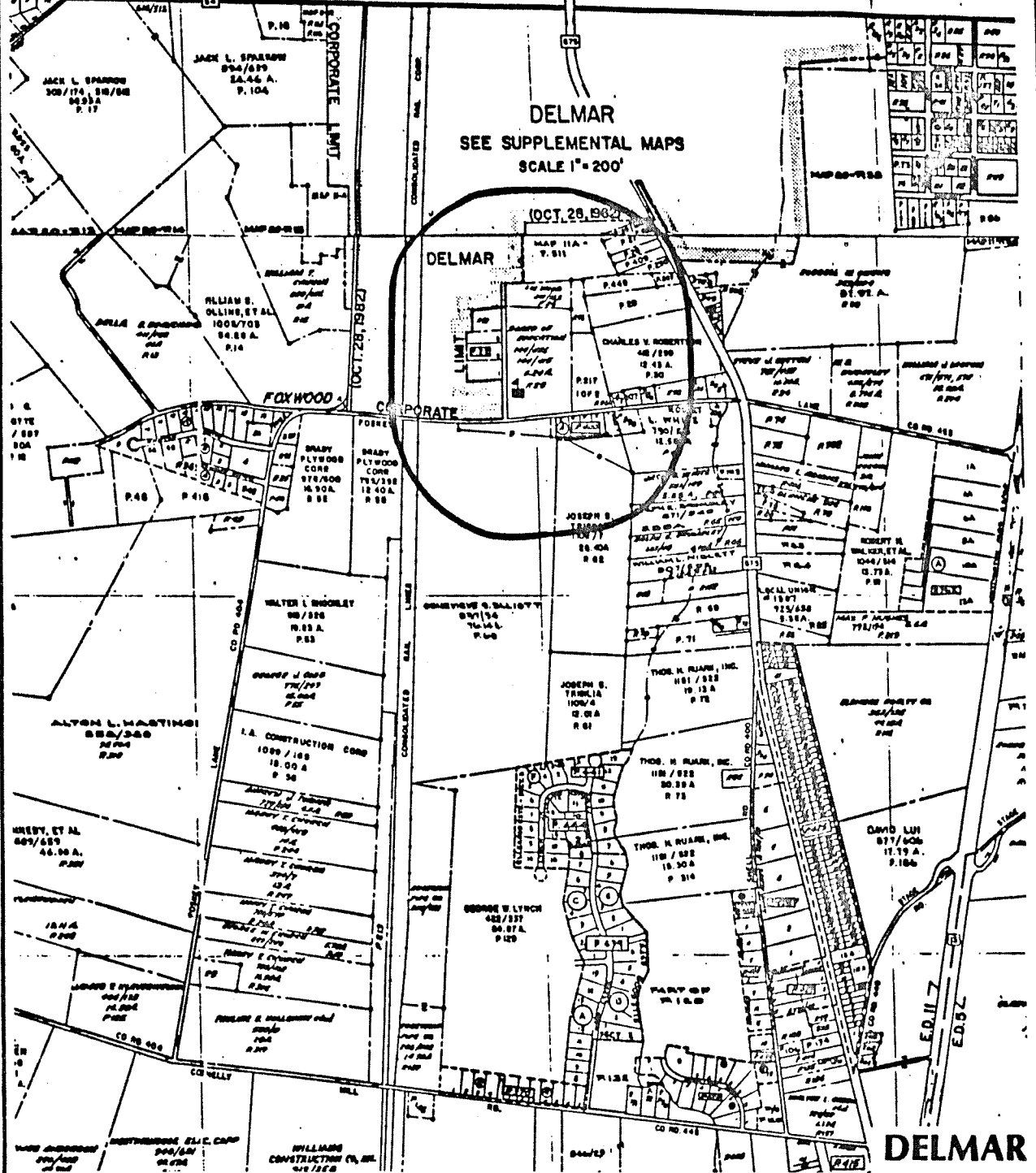




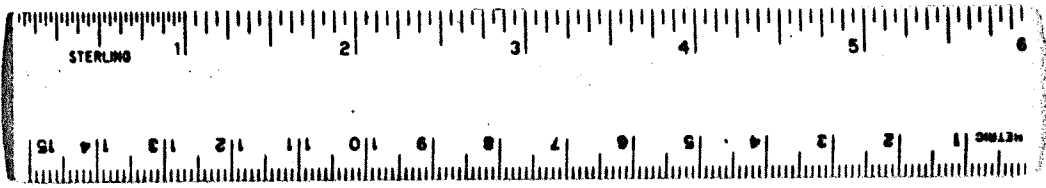
DELAWARE

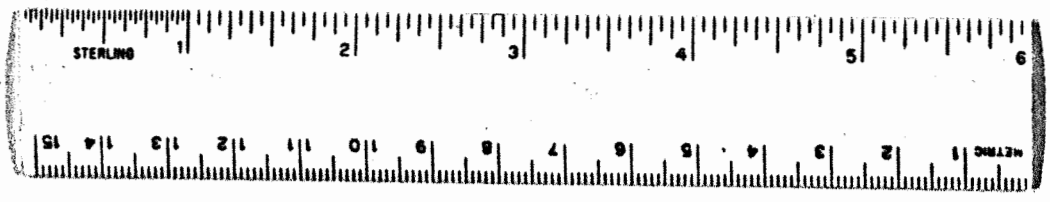
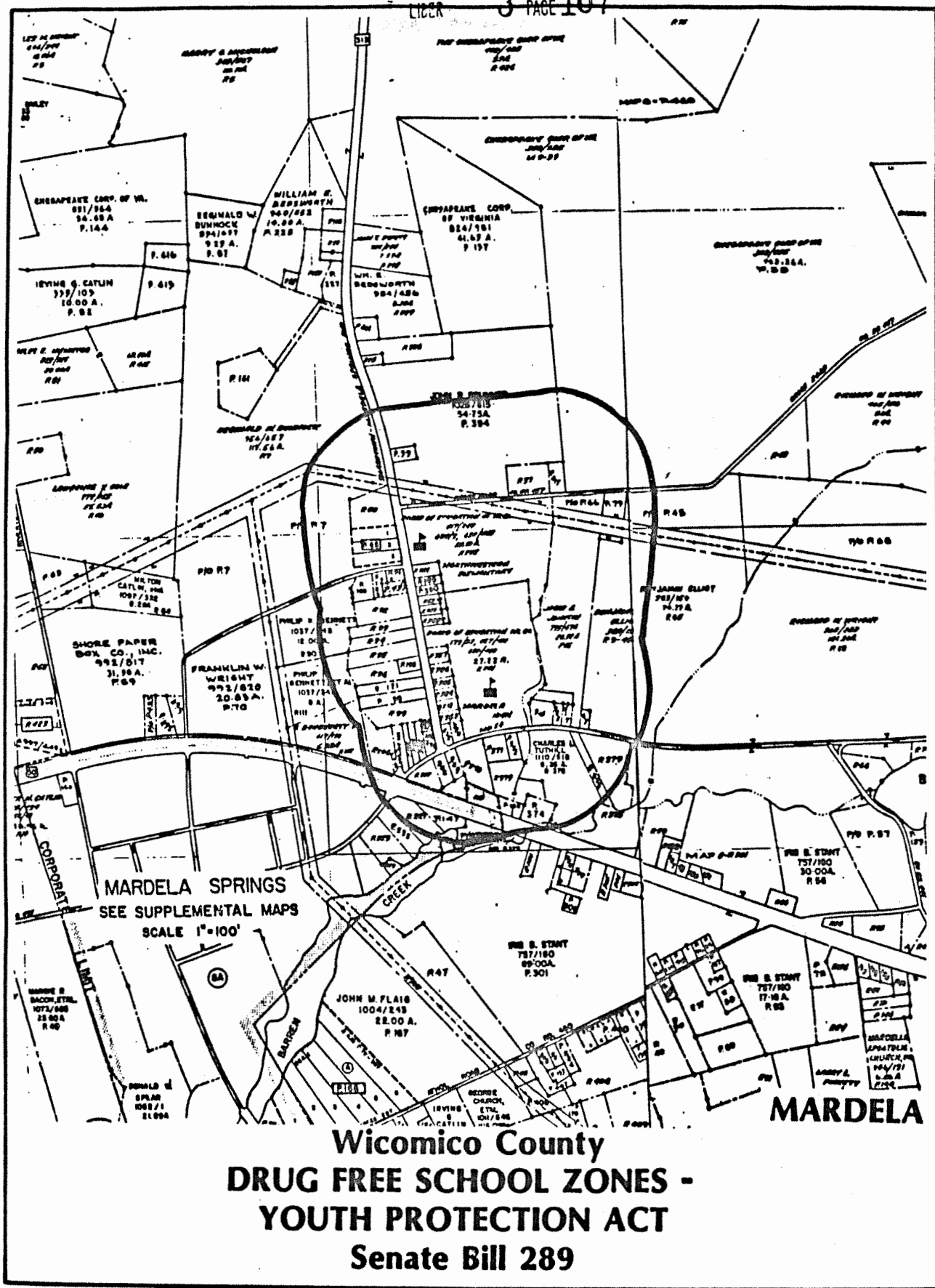
LIBER

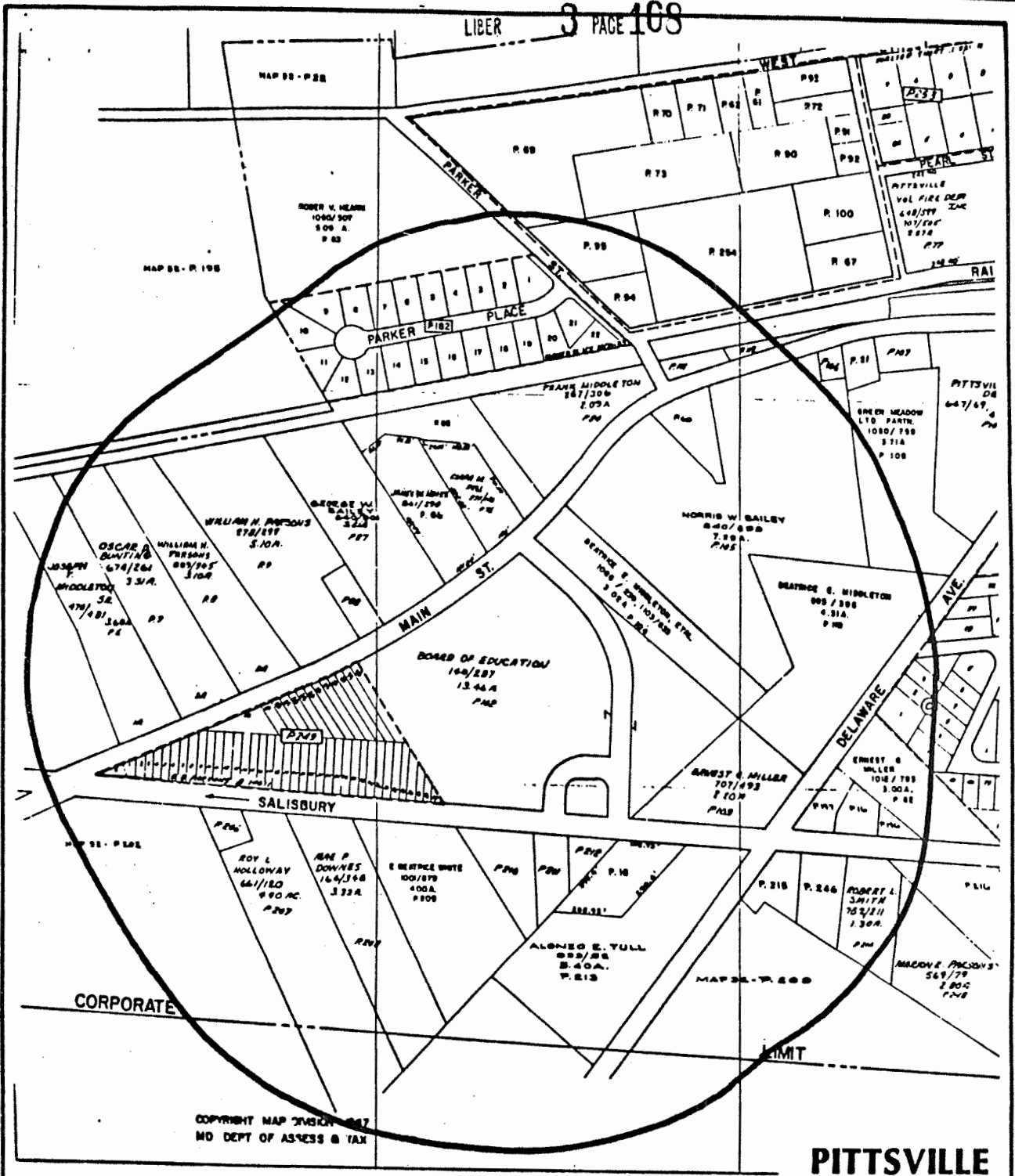
3 PAGE 106



**Wicomico County  
DRUG FREE SCHOOL ZONES -  
YOUTH PROTECTION ACT  
Senate Bill 289**



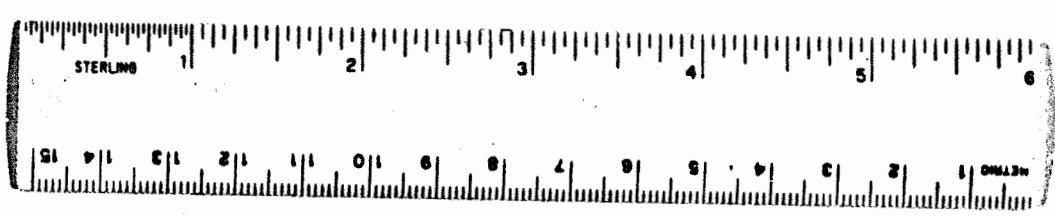


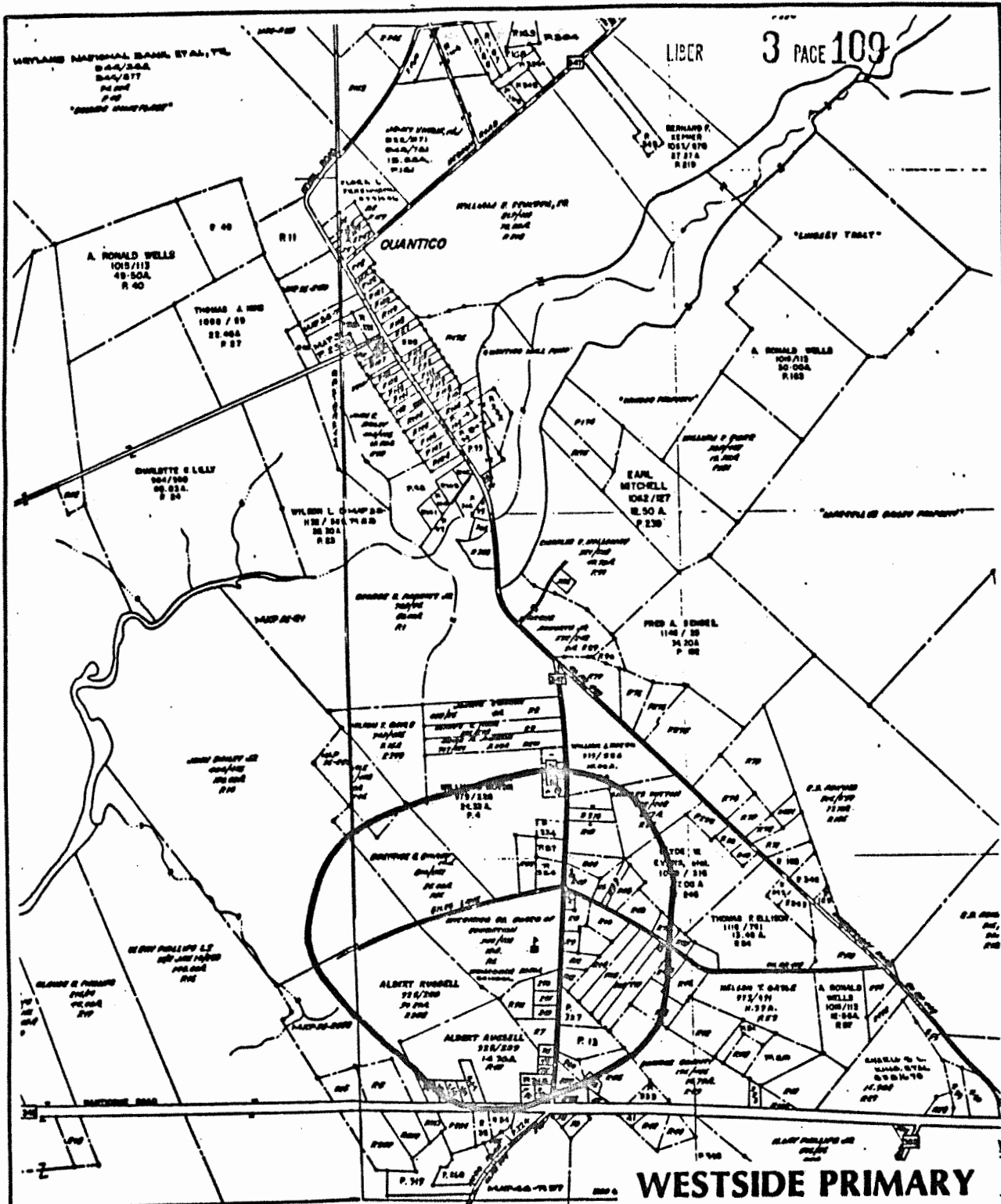


COPYRIGHT MAP DIVISION 1987 MD DEPT OF ASSESS & TAX

PITTSVILLE

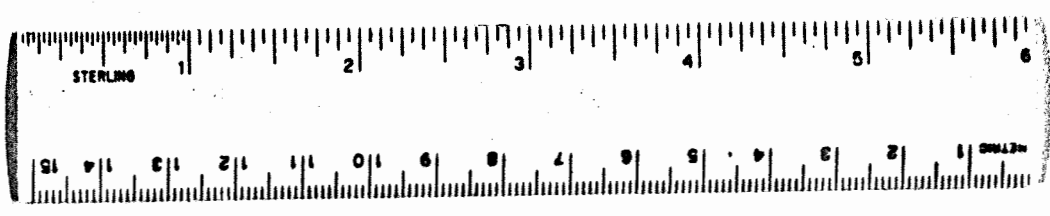
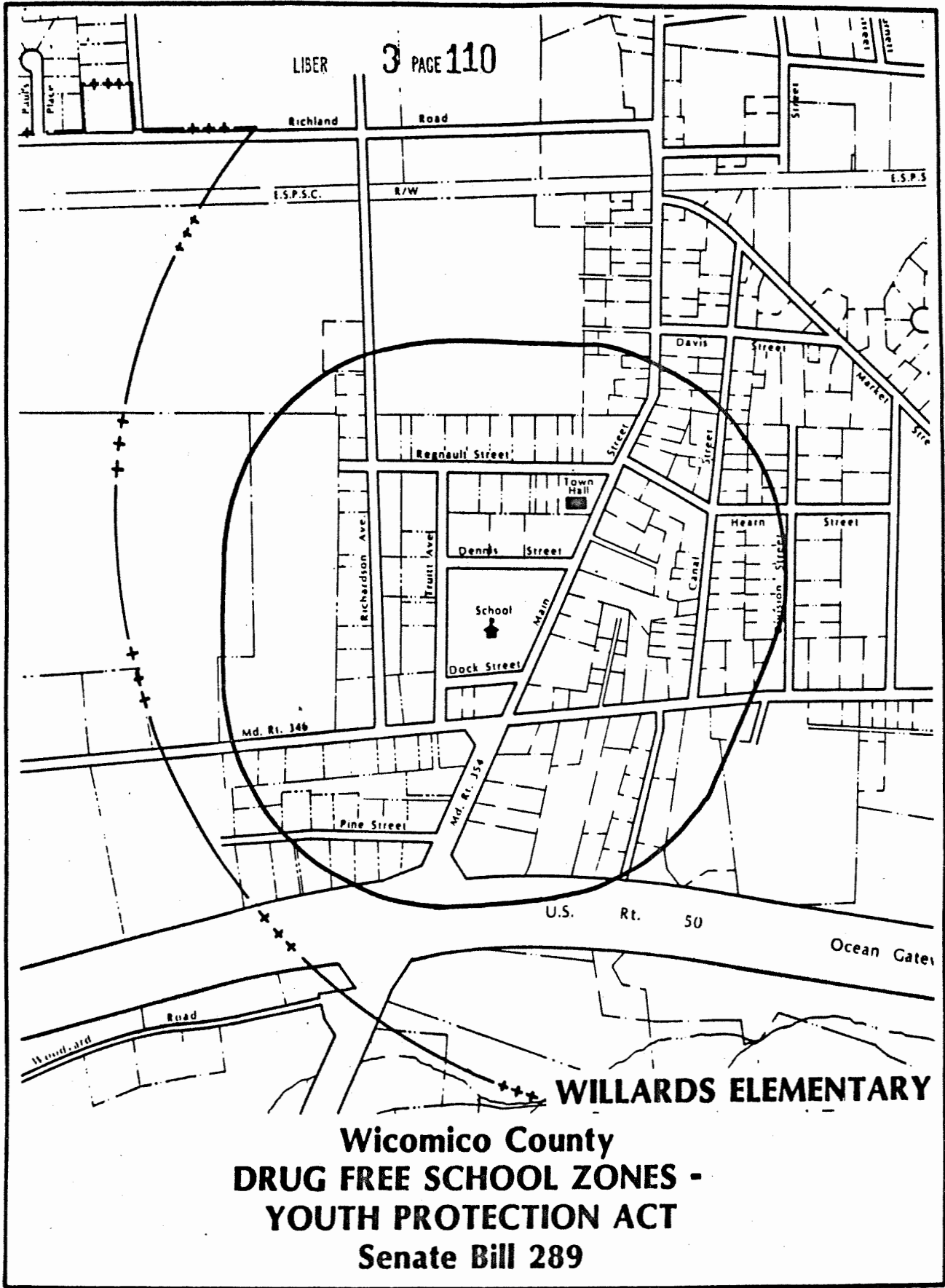
**Wicomico County  
 DRUG FREE SCHOOL ZONES -  
 YOUTH PROTECTION ACT  
 Senate Bill 289**



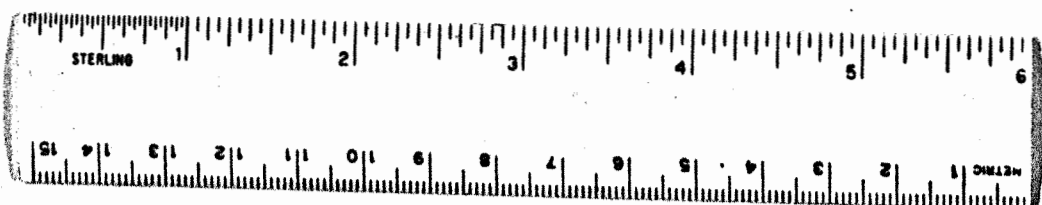
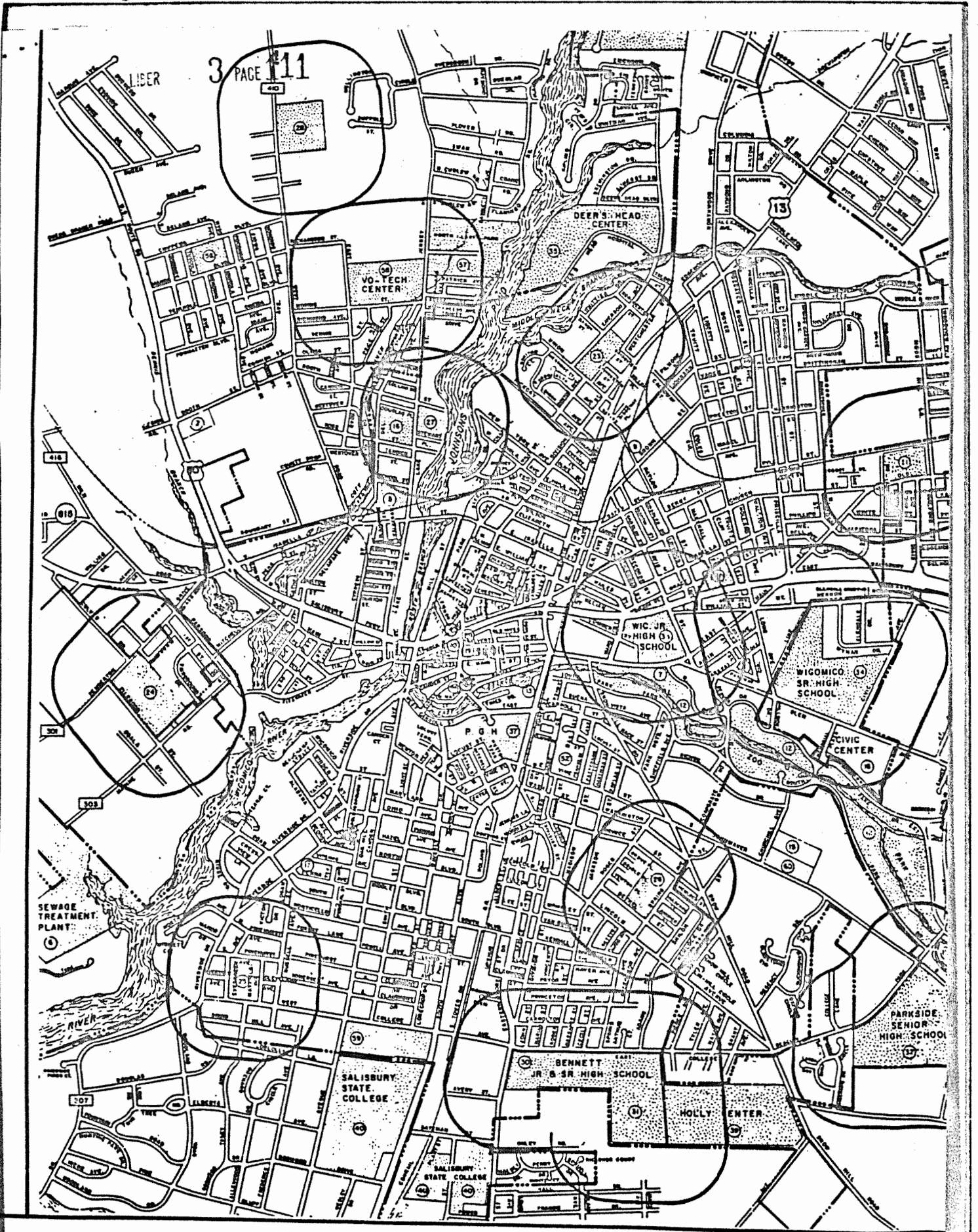


**Wicomico County  
DRUG FREE SCHOOL ZONES -  
YOUTH PROTECTION ACT  
Senate Bill 289**

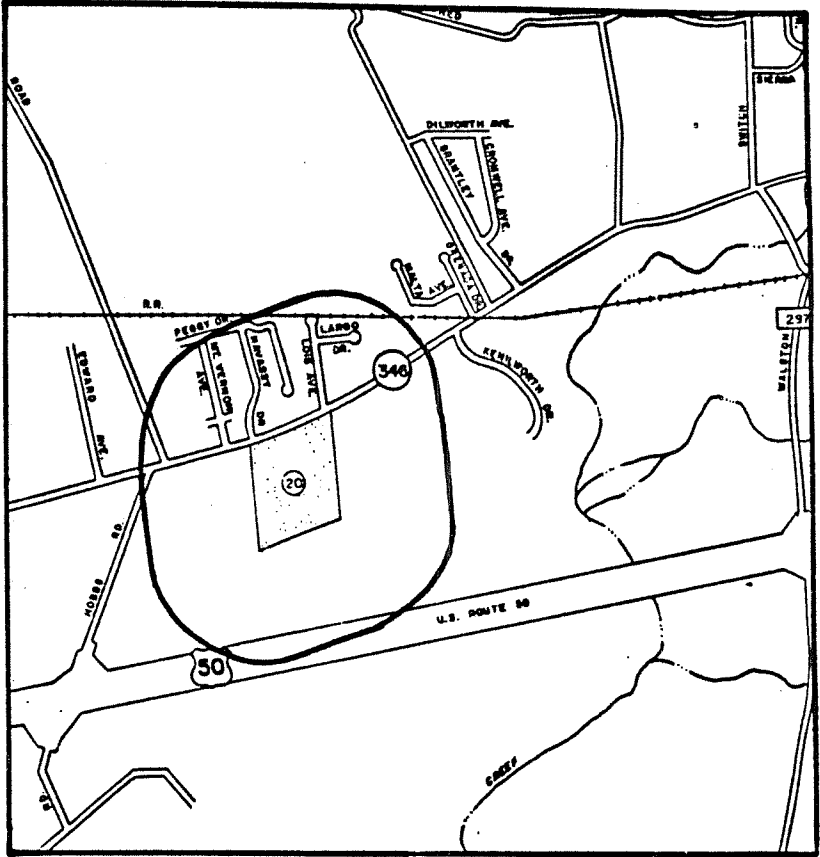
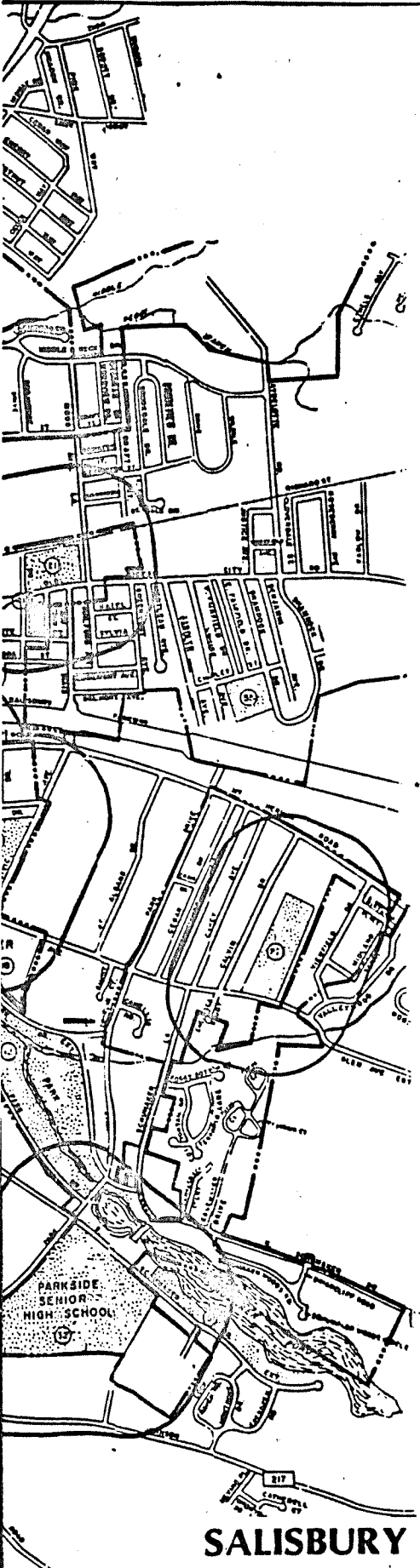








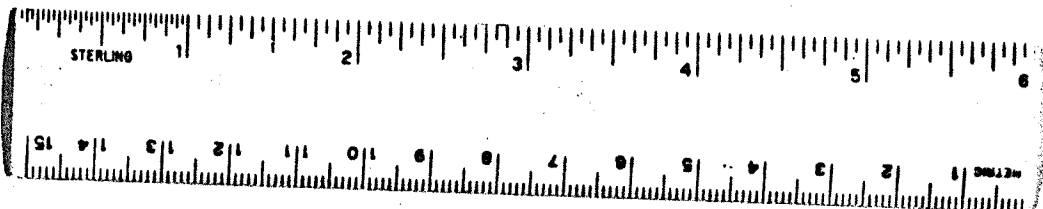




**Wicomico County, Maryland  
 DRUG FREE SCHOOL ZONES -  
 YOUTH PROTECTION ACT  
 Senate Bill 289**

Received for Record *Jan 2, 1990* and recorded in the  
 Records of Wicomico County, Maryland in Liber M-S-B, 928  
*Wic Co Ord* No. 3 Folios 100-112

*Mark S. Bowen* Clerk



*Ex + D. Edgar Baker Jr. D+B, Atty 2-7-90*

ANNEXATION RESOLUTION NO. 2-89

A RESOLUTION of the Town Commrs. of Sharptown, Maryland, proposing the annexation to the Town of Sharptown, Maryland, of a certain area of land BEGINNING for the same at a point of the Northeasterly line of the Town of Sharptown and on the Southerly line of State Street and running thence (1) in a Easterly direction by and with the Southerly line of State Street to the line of the property of the Maryland Department of Transportation incorporated into the Sharptown Beltway known as State Route 313 and running thence (2) by and with said Sharptown Beltway in a general Southerly direction to the property of Marcus H. Twilley and running thence (3) in a Southwesterly direction by and with said Twilley property to the Northeasterly boundary of the said Town of Shaprtown and running thence (4) in a Northwesterly direction by and with the said boundary of the Town of Sharptown to the place of beginning containing 5.0 acres of land, more or less, and providing that the property annexed should not be subject to Town taxes before July 1, 1990 and should be zoned Commercial, and should be subject to all Town Ordinances upon annexation.

*Photocopy*

WHEREAS, the Town of Sharptown, Maryland, has received a petition signed by Stokes H. Homan, requesting that the Town of Sharptown now annex a certain area of land beginning for the same at a point of the Northeasterly line of the Town of Sharptown and on the Southerly line of State Street and running thence (1) in a Easterly direction by and with the Southerly line of State Street to the line of the property of the Maryland Department of Transportation incorporated into the Sharptown Beltway known as State Route 313 and running thence (2) By and with said Sharptown Beltway in a general southerly direction to the property of Marcus H. Twilley and running thence (3) in a Southwesterly direction by and with said Twilley property to the Northeasterly boundary of the said Town of Sharptown and running thence (4) in a Northwesterly direction by and with the said boundary of the Town of Sharptown to the place of beginning containing 5.0 acres more or less.

LAW OFFICES  
 JOHN E. JACOB, JR., P.A.  
 106 W. MAIN STREET  
 SALISBURY, MD 21801  
 TEL. 546-1261

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AND WHEREAS, said Petition was presented to the Town of Sharptown on June 5, 1989 and officially received by it on that date.

AND WHEREAS, the President of the Town Commissioners, of Sharptown has caused to be made a verification of the signature on the Petition and has ascertained that there are no persons registered to vote in Sharptown Election District who reside in the area proposed to be annexed and that the Petition has been signed by the sole property owner of the area proposed to be annexed and he is the owner of 100% of the assessed property in said area.

AND WHEREAS, it appears that the Petition meets the requirements of law.

SECTION I: NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF SHARPTOWN, MARYLAND, that it is hereby proposed that the boundaries of the Town of Sharptown be changed so as to annex to and include all that certain area beginning for the same at a point of the Northeasterly line of the Town of Sharptown and on the Southerly line of State Street and running thence (1) in an Easterly direction by and with the Southerly line of State Street to the line of the property of the Maryland Department of Transportation incorporated into the Sharptown Beltway known as State Route 313 and running thence (2) by and with said Sharptown Beltway in a general Southerly direction to the property of Marcus H. Twilley and running thence (3) in a Southwesterly direction by and with said Twilley property to the Northeasterly boundary of the said Town of Sharptown and running thence (4) in a Northwesterly direction by and with the said boundary of the Town of Sharptown to the place of beginning containing 5.0 acres more or less, providing for the conditions and circumstances applicable to the proposed change in the boundaries of the Town of Sharptown, generally subject to all provisions of the Charter of the town of Sharptown.

SECTION II: AND BE IT FURTHER RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF SHARPTOWN, MARYLAND, that it is further proposed that such annexation be made upon the terms and conditions.

LAW OFFICES  
JOHN E. JACOB, JR., P.A.  
100 W. MAIN STREET  
SALISBURY, MD 21801  
TEL. 546-1281

*John E. Jacob, Jr.*

A. That upon the effective date of the annexation of said area hereby proposed, the provisions of the Charter of the Town of Sharptown, and all Ordinances, Resolutions, rules and regulations of the Town of Sharptown in effect on said date shall apply to said area of the same extent as to all areas within the present corporate limits.

B. That upon the effective date of the annexation of said area hereby proposed, all property therein shall be subject to taxation by the Town of Sharptown at the full rate of taxes levied by the Town of Sharptown from time to time; provided that municipal taxes shall not be imposed prior to July 1, 1993 on existing buildings.

C. That zoning for all of the land now belonging to Stokes H. Homan, which is partly included within the area being annexed and partly located within the present Town limits shall be zoned Highway Commercial.

D. That water and sewer service shall be provided for the property annexed when available to the owners upon their posting with the Town of Sharptown the costs of engineering and construction and connection properly attributable to the then owners of the property.

E. That the present chicken house located on the property to be annexed may be used for mini storage along with one acre of land according to plans approved by the Town Building Inspector.

F. The mobile homes located within the area annexed may be continued as non conforming uses without interruption and may be replaced with new homes on the same sites, only if owned by said Stokes H. Homan.

G. That five (5) feet of street widening on both State Street and Taylor Street shall be conveyed to the Town of Sharptown upon request at the Town's cost and expense.

SECTION III: AND BE IT FURTHER RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF SHARPTOWN, MARYLAND, that the town Commissioners hold a public hearing in the Town Hall in Sharptown, Maryland, on the annexation hereby proposed on August 7, 1989 at 7:30 p.m. The president of the Town Commissioners is hereby directed to cause a public notice of said hearing to be published in accordance with law, being Section 19 (d) of Article 23 A of the Maryland Cod.

SECTION IV: AND BE IT FURTHER RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF SHARPTOWN, MARYLAND that this Resolution shall take effect upon the expiration of forty-five (45) days following its

*Photocopy*

final passage

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THE ABOVE RESOLUTION was introduced and read at the meeting of the Town Commrs. of the Town of Sharptown, Maryland, held on the June 5, 1989, and having been duly published as required by law in the meantime, was finally passed at its meeting on the 7<sup>th</sup> day August, 1989.

ATTEST:

*Rita E. Pryor*  
-----

*Wm. E. Lewis*  
-----

*Thomas J. Dilina*  
-----

*Charles D. Hedger*  
-----

*Gregory H. Quinn*  
-----  
COMMISSIONERS

*Margaret Benson*  
TOWN CLERK

LAW OFFICES  
JOHN E. JACOB, JR., P.A.  
100 W. MAIN STREET  
SALISBURY, MD 21801  
TEL. 546-1201

*photocopy*

LIBER 3 PAGE 117  
 PETITION FOR ANNEXATION

I, the undersigned, the only property owner of the hereinafter described area, there being no residents thereof, do hereby petition the Town Commrs. of Sharptown, Maryland, to pass a Resolution annexing the following described area into the Town of Sharptown:

BEGINNING for the same at a point of the Northeasterly line of the Town of Sharptown and on the Southerly line of State Street and running thence (1) in a Easterly direction by and with the Southerly line of State Street to the line of the property of the Maryland Department of Transportation incorporated into the Sharptown Beltway known as State Route 313 and running thence (2) by and with said Sharptown Beltway in a general Southerly direction to the property of Marcus H. Twilley and running thence (3) in a Southwesterly direction by and with said Twilley property to the Northeasterly boundary of the said Town of Sharptown and running thence (4) in a Northwesterly direction by and with the said boundary of the Town of Sharptown to the place of beginning containing 5.0 acres of land, more or less.

And I do further certify that I am the only property owner on the hereinbefore described area and that there are no registered voters of the Sharptown Election District of Wicomico County, Maryland who live thereon.

*Stokes H. Homan*  
 \_\_\_\_\_  
 STOKES H. HOMAN

LAW OFFICES  
 JOHN E. JACOB, JR., P.A.  
 100 W. MAIN STREET  
 SALISBURY, MD 21801  
 TEL. 546-1281

*Photocopy*

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CERTIFICATE OF VERIFICATION

I, Avery W. Owens, President of the Town Commrs. of Sharptown, Maryland, do hereby certify that I have examined the Petition for Annexation filed with the Town of Sharptown, Maryland, and have ascertained that the signatures thereon are genuine; that the person signing is the owner of more than twenty five percent (25%) of the assessable property in the area to be annexed, and that there are no persons living in the said area and therefore no registered voters registered to vote in the Sharptown Election District of Wicomico County, Maryland.

*Avery W. Owens*  
-----  
AVERY W. OWENS

LAW OFFICES  
JOHN E. JACOB, JR., P.A.  
106 W. MAIN STREET  
SALISBURY, MD 21801  
TEL. 546-1281

Received for Record *Feb 24, 1990* and recorded in the  
*Wic. Co. ord.* Records of Wicomico County, Maryland in Liber ~~113~~ *B, 118*  
No. 3 Folios 113-118

*Mark S. Bower* Clerk

*photocopy*

*Ex of John E. Jacob, Jr., P.A. 3/21/90*



14,700

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TOWN OF WILLARDS

P.O. BOX 98  
WILLARDS, MARYLAND 21874-0098

February 13, 1990

Ms. Susan Nematollahi  
Department of Legislative Reference  
90 State Circle  
Annapolis, Maryland 21401

Re: Town of Willards/Cropper & Deeley Annexation

Dear Ms. Nematollahi:

Enclosed please find Resolution No. 1989-2 for the Town of Willards which deals with the annexation of 31.568 acres of land, more or less, into the Town of Willards. Resolution No. 1989-2 is known as the Cropper & Deeley Annexation which became effective February 12, 1989.

A boundary description of the annexed area is attached to the Resolution along with the conditions of annexation.

Also enclosed herewith please find a copy of the plat of the annexed area, as well as a copy of the schedule of services for said area.

If you have any questions or recommendations regarding the submission of the above mentioned materials, please call me.

It would also be most appreciated if you would send to me the required form for listing all municipal enactments.

Sincerely yours,

*Louis E. Davis, Jr.*  
Louis E. Davis, Jr.  
Town Council President

KLH/tr

Enclosures

cc Mark S. Bowen, Clerk of the Circuit Court  
for Wicomico County  
State Planning Office  
State Department of Assessments & Taxation - Wicomico County  
William Livingston, Salisbury-Wicomico County Planning & Zoning  
Commission  
Matthew E. Creamer, Administrative Director for Wicomico County  
Critical Areas Commission

FILED  
FEB 20 4 05 PM '90  
CLERK WICOMICO CO.

RESOLUTION NO. 1989 - 2

A RESOLUTION of The Town Council of The Town of Willards proposing the annexation to The Town of Willards of a certain area of land situated contiguous to and binding upon the easterly Corporate Limits of The Town of Willards, popularly known as the "Cropper and Deeley Annexation" bounded on the West by the Corporate Limits of The Town of Willards and other properties of Reese F. Cropper, Jr. and Haskin U. Deeley, III; bounded on the North and Northwest by the lands now or formerly owned by Elva E. Baker and James E. Lewis; bounded on the East by the lands now or formerly owned by Author W. Davis; bounded on the South by U.S. Route 50.

WHEREAS, The Town of Willards has received a Petition for Annexation, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon the easterly Corporate Limits of The Town of Willards and popularly known as the "Cropper and Deeley Annexation" for identification; and

WHEREAS, The Town of Willards has caused to be made a Certification of the signatures on said Petition for Annexation and has verified that the persons signing the Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners in the area to be annexed, all as will more particularly appear on the Cropper and Deeley Annexation Certification which is attached hereto; and

WHEREAS, it appears that the Petition for Annexation meets all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS that it is hereby proposed and recommended that the boundaries of The Town of Willards be changed so as to annex to and include within said Town all that certain area of land together with persons residing therein and their property, contiguous to and binding upon the easterly Corporate Limits of The Town of Willards and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL

OF THE TOWN OF WILLARDS, that The Town Council of The Town of Willards hold a public hearing on the annexation hereby proposed on Thursday, the 28th day of December, 1989, at 7:00 o'clock p.m. in the Town Hall and the Executive Officer shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The Town of Willards, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Town Council of The Town of Willards will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23 of the Maryland Annotated Code.

The above resolution was introduced and read and passed at the regular meeting of The Town Council of The Town of Willards held on the 13th day of November, 1989, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 28<sup>th</sup> day of December, 1989.

ATTEST:

*Gloria Smith*  
Gloria Smith, Town Secretary

*Louis E. Davis, Jr.*  
Louis E. Davis, Jr., Council President

Donald L. Lewis, Council Vice President

*Joan Calloway*  
Joan Calloway

Jack Vetra

*Wallace Cooper, Jr.*  
Wallace Cooper, Jr.

*Photocopy*

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EXHIBIT A  
CROPPER & DEELEY ANNEXATION  
PROPERTY DESCRIPTION

All that piece, tract or parcel of land situate and lying in Willards Election District, Wicomico County, Maryland, being located on the Northerly side of U.S. Route 50 and the Easterly side of Bent Pine Road, and being more particularly described as follows: Beginning at an unmarked point located on the corporate limit line and also located on the Northerly side of U.S. Route 50 at or near its intersection with Bent Pine Road; thence (1) North 41 degrees, 44 minutes, 57 seconds East at a radius of 2,640.00 feet for a chord distance of 474.36 feet to an unmarked point which said point lies on the corporate limit line for the Town of Willards and which said point is also located on the Southerly property line of the lands now or formerly owned by Elva E. Baker; thence (2) by and with the Southerly property line of the lands now or formerly owned by Elva E. Baker, North 89 degrees, 34 minutes, 00 seconds East, a distance of 46.85 feet to an unmarked point; thence (3) South 80 degrees, 00 minutes, 00 seconds East, a distance of 372.61 feet to an unmarked point, said point being the Southeasterly corner of the lands now or formerly owned by Elva E. Baker; thence (4) North 01 degrees, 24 minutes, 18 seconds West by and with the Easterly property line of the lands now or formerly owned by Elva E. Baker, 471.33 feet to a large stone found which said stone is located on the Southerly property line of the lands now or formerly owned by James E. Lewis; thence (5) by and with the Southerly line of the lands now or formerly owned by James E. Lewis, South 74 degrees, 02 minutes, 18 seconds East, a distance of 1,140.34 feet to an iron pipe to be set, which said iron pipe is located on the Westerly property line of the lands now or formerly owned by Author W. Davis; thence (6) by and with the Westerly property line of the lands now or formerly owned by Author W. Davis, South 30 degrees, 47 minutes, 20 seconds East, a distance of 856.22 feet to an iron pipe to be set; thence (7) South 17 degrees, 40 minutes, 41 seconds West, a distance of 78.32 feet to an iron pipe to be set which said iron pipe is located

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on the Northerly side of U.S. Route 50; thence (8) by and with the Northerly line of U.S. Route 50, North 88 degrees, 09 minutes, 28 seconds West, a distance of 32.13 feet to an unmarked point; thence (9) continuing by and with the Northerly line of U.S. Route 50, North 87 degrees, 06 minutes, 28 seconds West, a distance of 88.23 feet to an unmarked point; thence (10) continuing by and with the Northerly line of U.S. Route 50, North 85 degrees, 17 minutes, 43 seconds West, a distance of 107.84 feet to an unmarked point; thence (11) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 47 minutes, 18 seconds West, a distance of 156.90 feet to an unmarked point; thence (12) continuing by and with the Northerly line of U.S. Route 50, North 84 degrees, 57 minutes, 20 seconds West, a distance of 97.93 feet to an unmarked point; thence (13) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 20 minutes, 57 seconds West, a distance of 391.66 feet to an unmarked point; thence (14) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 50 minutes, 07 seconds West, a distance of 158.46 feet to an unmarked point; thence (15) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 51 minutes, 12 seconds West, a distance of 138.36 feet to an unmarked point; thence (16) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 57 seconds West, a distance of 330.43 feet to an iron pipe to be set; thence (17) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 48 seconds West, a distance of 169.57 feet to an unmarked point; thence (18) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 12 minutes, 25 seconds West, a distance of 300.02 feet to an unmarked point; thence (19) continuing by and with the Northerly line of U.S. Route 50 North, 79 degrees, 33 minutes, 09 seconds West, a distance of 252.00 feet to an iron pipe to be set; thence (20) by and with the Northerly property line of U.S. Route 50, North 41 degrees, 29 minutes, 37 seconds West, a distance of 47.48 feet to an unmarked point, same being the place of beginning; said area of land to be annexed containing 31.568 acres.

LIBER

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more or less, all bearings and coordinates are referenced to the Maryland State Coordinate System; said area of land being part of the same property conveyed unto Reese F. Cropper, Jr. and Haskin U. Deeley, III by the following two Deeds: (a) Deed from Smith, Cropper & Deeley, Inc. dated December 10, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1087, Folio 716 and (b) Deed and Confirmatory Deed from Paul F. Richardson Enterprises, Inc., et al dated December 31, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1089, Folio 794.

EXHIBIT B  
CONDITIONS OF ANNEXATION

A. SERVICES AND TAXES

1. Property taxes will be assessed at the first normal taxing period following annexation.

2. (Services will be available upon annexation subject to the conditions hereof being complied with.) Water and sewer service will be contingent upon approval of an improvements construction plan, including an engineer's estimate of improvement costs, the payment to the Town of all required fees, improvement costs and charges and the completion of the necessary construction to serve the property. Petitioner will be responsible for the costs of all improvements including without limitation water and sewer, streets, sidewalks, curbing, street lights, and all other related and miscellaneous costs.

B. GENERAL PROVISIONS

1. All existing development which is served by an on-site water and/or sewer system may maintain those systems as long as they are in good working order and pose no threat to the environment, Town water supply, or until ordered to abandon it by the County or State Health Department. At the time of connection, the property owner must request the service of water and/or sewer and pay the appropriate front foot assessments and tapping fees (if any) in accordance with Town policy current at the time of application.

2. Services for newly developed areas will be bound by the provisions of A.2 above.

3. Zoning will be commercial which complies and is consistent with the County Comprehensive Plan.

4. As a condition of this Annexation, the Petitioner shall pay the cost and expenses, including advertising costs, attorney's fees, and document costs associated with the annexation, as required by the Maryland Annotated Code and said Petitioners accept full responsibility for same, pursuant to the terms and conditions set forth in the Agreement between the Petitioners and the Town.



OUTLINE OF PROPOSED SERVICES AND FACILITIES

" SMITH, CROPPER &amp; DEELEY, INC. - HASKIN U. DEELEY, III ETAL

LIBER

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**I** LAND USE PATTERN

The area to be annexed is currently zoned Agricultural-Rural. The proposed development plan has been presented as Commercial and the property will be zoned Commercial by the Town upon completion of the annexation(see attached letter WCP&Z).

**II** LAND FOR PUBLIC FACILITIES

No land for public facilities such as schools, libraries, fire stations, etc. are anticipated.

**III** EXTENSION OF MUNICIPAL SERVICES

Water and sanitary sewer service has been made available to a portion of the annexed area by water and sanitary sewer mains and laterals, installed by the developer, based upon the approval by the Town of Willards, Md. ("Town"). The water system connection has been made and any further extension there from will be made to the existing water system near the intersection of Bent Pine Road and US Rt. 50. The sanitary sewer system has been connected to existing service at or nearest the manhole opposite Bent Pine Road and US Rt. 50. All expenses in regard to water and sewer has been and will continue to be incurred per the developer per annexation agreement between the Town and developer.

Any Stormwater Management will be in accord with Wicomico County Stormwater Management Regulations. The cost of any Stormwater Management and Stormwater Conveyance on-site and off-site will be the responsibility of the developer. Any and all street improvements and curbing will comply with any regulatory ordinance and the Zoning Code of the Town of Willards, Md. All expenses will be incurred by the developer per annexation agreement between the "Town" and "Developer".

Any necessary street lighting will be installed at the cost of the developer with the Town assuming the cost of electricity when the streets are turned over to the Town and/ or County.

Other Town services such as trash collection will be available as needed upon annexation.

CROPPER AND DEELEY ANNEXATION CERTIFICATION

This is to certify that I have verified the Petition for Annexation and that to the best of my knowledge the persons having signed the Petition represent at least twenty-five percent (25%) of the registered voters residing in the area to be annexed and of the owners of at least twenty-five percent (25%) of the assessed evaluation of real property located in the area to be annexed.

Date: November 1987

*Ronald K. Lewis*  
Certifier - Chairman - Planning and Zoning Commission

TOWN OF WILLARDS  
RECEIVED

NOV 8 - 1987

*Photocopy*

14,700

**KENNETH L. HOOPER  
ATTORNEY FOR THE TOWN OF WILLARDS  
110 North Division Street  
Salisbury, Maryland 21801  
NOTICE OF ANNEXATION  
TO THE TOWN OF WILLARDS  
CROPPER AND DEELEY ANNEXATION**

All contiguous to and binding upon the Easterly corporate limits of The Town of Willards.

NOTICE is hereby given by the Town Council of The Town of Willards that, on Monday, November 13, 1989, Resolution No. 1989-2 was introduced and read at a regular meeting of the Town Council of The Town of Willards proposing and recommending that the boundaries of The Town of Willards be changed so as to annex to and include within the boundaries of The Town of Willards all that certain area of land therein identified as the "Cropper and Deeley Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter of The Town of Willards and all Ordinances, Resolutions, Rules and Regulations thereof, and in particular providing that, upon the effectiveness of the annexation of the area therein proposed and recommended, all property in said area shall be subject to all provisions of the Charter of The Town of Willards and all Ordinances, Resolutions, Rules and Regulations of The Town of Willards in effect on said date shall apply to said area to the same extent as to all other areas within the present corporate limits, except as specified in said Resolution hereinafter set forth.

NOTICE is further hereby given by the Town Council for The Town of Willards that the Council will hold a public hearing on said Resolution and the said annexation therein proposed and recommended on

THURSDAY, DECEMBER 28, 1989

AT 7:00 P.M.

IN THE TOWN HALL  
TOWN OF WILLARDS  
WILLARDS, MARYLAND

and all interested persons are invited to attend said public hearing and present their views.

The proposed area and conditions of annexation are as follows:

**A. PROPOSED AREA**

All that piece, tract or parcel of land situate and lying in Willards Election District, Wicomico County, Maryland, being located on the Northerly side of U.S. Route 50 and the Easterly side of Bent Pine Road, and being more particularly described as follows: Beginning at an unmarked point located on the corporate limit line and also located on the Northerly side of U.S. Route 50 at or near its intersection with Bent Pine Road; thence (1) North 41 degrees, 44 minutes, 57 seconds East at a radius of 2,640.00 feet for a chord distance of 474.36 feet to an unmarked point which said point lies on the corporate limit line for the Town of Willards and which said point is also located on the Southerly property line of the lands now or formerly owned by Elva E. Baker; thence (2) by and with the Southerly property line of the lands now or formerly owned by Elva E. Baker, North 89 degrees, 34 minutes, 00 seconds East, a distance of 46.85 feet to an unmarked point; thence (3) South 80 degrees, 00 minutes, 00 seconds East, a distance of 372.61 feet to an unmarked point, said point being the Southeasterly corner of the lands now or formerly owned by Elva E. Baker; thence (4) North 01 degrees, 24 minutes, 18 seconds West by and with the Easterly property line of the lands now or formerly owned by Elva E. Baker 471.33 feet to a large stone found which said stone is located on the Southerly property line of the lands now or formerly owned by James E. Lewis; thence (5) by and with the Southerly line of the lands now or formerly owned by James E. Lewis, South 74 degrees, 02 minutes, 18 seconds East, a distance of 1,140.34 feet to an iron pipe to be set, which said iron pipe is located on the Westerly property line of the lands now or formerly owned by Author W. Davis; thence (6) by and with the Westerly property line of the lands now or formerly owned by Author W. Davis, South 30 degrees, 47 minutes, 20 seconds East, a distance of 856.22 feet to an iron pipe to be set; thence (7) South 17 degrees, 40 minutes, 41 seconds West, a distance of 78.32 feet to an iron pipe to be set which said iron pipe is located on the Northerly side of U.S. Route 50; thence (8) by and with the Northerly

**SEIDEL AND BAKER**  
ATTORNEYS AT LAW  
SALISBURY, MD.

KLH/tr

line of U.S. Route 50, North 88 degrees, 09 minutes, 28 seconds West, a distance of 32.13 feet to an unmarked point; thence (9) continuing by and with the Northerly line of U.S. Route 50, North 87 degrees, 06 minutes, 28 seconds West, a distance of 88.23 feet to an unmarked point; thence (10) continuing by and with the Northerly line of U.S. Route 50, North 85 degrees, 17 minutes, 43 seconds West, a distance of 107.84 feet to an unmarked point; thence (11) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 47 minutes, 18 seconds West, a distance of 156.90 feet to an unmarked point; thence (12) continuing by and with the Northerly line of U.S. Route 50, North 84 degrees, 57 minutes, 20 seconds West, a distance of 97.93 feet to an unmarked point; thence (13) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 20 minutes, 57 seconds West, a distance of 391.66 feet to an unmarked point; thence (14) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 50 minutes, 07 seconds West, a distance of 158.46 feet to an unmarked point; thence (15) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 51 minutes, 12 seconds West, a distance of 138.36 feet to an unmarked point; thence (16) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 57 seconds West, a distance of 330.43 feet to an iron pipe to be set; thence (17) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 48 seconds West, a distance of 169.57 feet to an unmarked point; thence (18) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 12 minutes, 25 seconds West, a distance of 300.02 feet to an unmarked point; thence (19) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 33 minutes, 09 seconds West, a distance of 252.00 feet to an iron pipe to be set; thence (20) by and with the Northerly property line of U.S. Route 50, North 41 degrees, 29 minutes, 37 seconds West, a distance of 47.48 feet to an unmarked point, same being the place of beginning; said area of land to be annexed containing 31.568 acres, more or less, all bearings and coordinates are referenced to the Maryland State Coordinate System; said area of land being part of the same property conveyed unto Reese F. Cropper, Jr. and Haskin U. Deeley, III by the following two Deeds: (a) Deed from Smith, Cropper & Deeley, Inc. dated December 10, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1087, Folio 716 and (b) Deed and Confirmatory Deed from Paul F. Richardson Enterprises, Inc., et. al. dated December 31, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1089, Folio 794.

#### B. SERVICES AND TAXES

1. Property taxes will be assessed at the first normal tax period following annexation.
2. Services will be available upon annexation subject to the conditions hereof being complied with. Water and sewer service will be contingent upon approval of an improvements construction plan, including an engineer's estimate of improvement costs, the payment to the Town of all required fees, improvement costs and charges and the completion of the necessary construction to serve the property. Petitioners will be responsible for the costs of all improvements including without limitation water and sewer, streets, sidewalks, curbing, lights, and all other related and miscellaneous costs.

#### C. GENERAL PROVISIONS

1. All EXISTING DEVELOPMENT which is served by an on site water or sewer system may maintain those systems as long as they are in good working order and impose no threat to the environment, town water supply, or until ordered to abandon it by the County or State Health Department. At the time of connection, the property owner must request the service of water and/or sewer and pay the appropriate front foot assessments and tapping fees (if any) in accordance with Town policy current at the time of the application.
2. Services for NEWLY DEVELOPED AREAS will be bound by the provisions of B.2 above.
3. Zoning will be commercial which complies and is consistent with the County Comprehensive Plan.

4. As a condition of this annexation, the Petitioners shall pay the costs and expenses, including advertising costs, attorneys fees and document costs associated with the annexation, as required by Maryland Annotated Code and said Petitioners accept full responsibility for same, pursuant to the terms and conditions set forth in the Agreement between the Petitioners and the Town.

Notice is further hereby given by the Town Council of The Town of Willards that, following such public hearing, the Town Council of The Town of Willards is empowered by law to enact said resolution and, if so enacted, the said resolution provides that it shall take effect upon the expiration of the forty-five (45) days following passage, unless within such period a Petition for Referendum is filed meeting requirements of Article 23A of the Annotated Code of Maryland, 1981 Replacement Volume, as amended.

A copy of said Resolution may be examined at the Town Hall, Willards, Maryland.

Town of Willards  
Louis E. Davis, Jr.  
President

Daily Times: November 17, and 24, 1989  
December 1 and 8, 1989

SEIDEL AND BAKER  
ATTORNEYS AT LAW  
SALISBURY, MD.

Received for Record *Filed 2/1/90* and recorded in the  
Records of Wicomico County, Maryland in Liber *M.S.B. 119-130*  
No. 3 Folios 119-130  
*Marked S. Bowen* Clerk

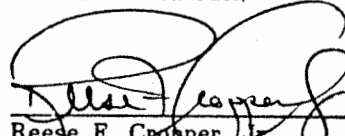
*Ex & D. S & B, Atty. 3/21/90*

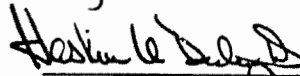
14,700

IN THE MATTER OF THE	*	BEFORE THE TOWN COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE TOWN OF WILLARDS
REESE F. CROPPER, JR. AND	*	WICOMICO COUNTY, MARYLAND
HASKIN U. DEELEY, III AND	*	
SMITH, CROPPER & DEELEY, INC.	*	

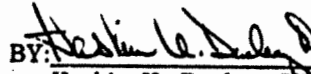
PETITION FOR ANNEXATION

The Petitioners, Reese F. Cropper, Jr. and Haskin U. Deeley, owners in fee simple of the hereinafter described property, and Smith, Cropper and Deeley, Inc., tenant and corporate resident in the area to be annexed, who joins in this Petition to show its consent thereto, hereby petition the Town Council of The Town of Willards for annexation to The Town of Willards of a parcel of land hereafter described in Exhibit A attached hereto and incorporated as a part hereof. The Petitioners hereby acknowledge that they will be responsible for any and all costs in regard to said annexation. This Petition is intended to be a formal Petition as a follow up to our letter of May 30, 1989, which was forwarded to The Town of Willards.

  
 Reese F. Cropper, Jr.

  
 Haskin U. Deeley, III

SMITH, CROPPER & DEELEY, INC.

BY:   
 Haskin U. Deeley, III - President

SEIDEL AND BAKER  
 ATTORNEYS AT LAW  
 SALISBURY, MD.  
 KLH/tr

14,700

EXHIBIT A  
CROPPER & DEELEY ANNEXATION  
PROPERTY DESCRIPTION

All that piece, tract or parcel of land situate and lying in Willards Election District, Wicomico County, Maryland, being located on the Northerly side of U.S. Route 50 and the Easterly side of Bent Pine Road, and being more particularly described as follows: Beginning at an unmarked point located on the corporate limit line and also located on the Northerly side of U.S. Route 50 at or near its intersection with Bent Pine Road; thence (1) North 41 degrees, 44 minutes, 57 seconds East at a radius of 2,640.00 feet for a chord distance of 474.36 feet to an unmarked point which said point lies on the corporate limit line for the Town of Willards and which said point is also located on the Southerly property line of the lands now or formerly owned by Elva E. Baker; thence (2) by and with the Southerly property line of the lands now or formerly owned by Elva E. Baker, North 89 degrees, 34 minutes, 00 seconds East, a distance of 46.85 feet to an unmarked point; thence (3) South 80 degrees, 00 minutes, 00 seconds East, a distance of 372.61 feet to an unmarked point, said point being the Southeasterly corner of the lands now or formerly owned by Elva E. Baker; thence (4) North 01 degrees, 24 minutes, 18 seconds West by and with the Easterly property line of the lands now or formerly owned by Elva E. Baker, 471.33 feet to a large stone found which said stone is located on the Southerly property line of the lands now or formerly owned by James E. Lewis; thence (5) by and with the Southerly line of the lands now or formerly owned by James E. Lewis, South 74 degrees, 02 minutes, 18 seconds East, a distance of 1,140.34 feet to an iron pipe to be set, which said iron pipe is located on the Westerly property line of the lands now or formerly owned by Author W. Davis; thence (6) by and with the Westerly property line of the lands now or formerly owned by Author W. Davis, South

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ATTORNEYS AT LAW  
SALISBURY, MD.  
KLH/tr



LIBER 3 PAGE 133

30 degrees, 47 minutes, 20 seconds East, a distance of 856.22 feet to an iron pipe to be set; thence (7) South 17 degrees, 40 minutes, 41 seconds West, a distance of 78.32 feet to an iron pipe to be set which said iron pipe is located on the Northerly side of U.S. Route 50; thence (8) by and with the Northerly line of U.S. Route 50, North 88 degrees, 09 minutes, 28 seconds West, a distance of 32.13 feet to an unmarked point; thence (9) continuing by and with the Northerly line of U.S. Route 50, North 87 degrees, 06 minutes, 28 seconds West, a distance of 88.23 feet to an unmarked point; thence (10) continuing by and with the Northerly line of U.S. Route 50, North 85 degrees, 17 minutes, 43 seconds West, a distance of 107.84 feet to an unmarked point; thence (11) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 47 minutes, 18 seconds West, a distance of 156.90 feet to an unmarked point; thence (12) continuing by and with the Northerly line of U.S. Route 50, North 84 degrees, 57 minutes, 20 seconds West, a distance of 97.93 feet to an unmarked point; thence (13) continuing by and with the Northerly line of U.S. Route 50, North 82 degrees, 20 minutes, 57 seconds West, a distance of 391.66 feet to an unmarked point; thence (14) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 50 minutes, 07 seconds West, a distance of 158.46 feet to an unmarked point; thence (15) continuing by and with the Northerly line of U.S. Route 50, North 81 degrees, 51 minutes, 12 seconds West, a distance of 138.36 feet to an unmarked point; thence (16) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 57 seconds West, a distance of 330.43 feet to an iron pipe to be set; thence (17) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 46 minutes, 48 seconds West, a distance of 169.57 feet to an unmarked point; thence (18) continuing by and with the Northerly line of U.S. Route 50, North 79 degrees, 12 minutes, 25 seconds West, a distance of 300.02 feet to an unmarked point; thence (19) continuing by and with the Northerly

SEIDEL AND BAKER  
ATTORNEYS AT LAW  
SALISBURY, MD.

LIBER 3 PAGE 134

line of U.S. Route 50 North, 79 degrees, 33 minutes, 09 seconds West, a distance of 252.00 feet to an iron pipe to be set; thence (20) by and with the Northerly property line of U.S. Route 50, North 41 degrees, 29 minutes, 37 seconds West, a distance of 47.48 feet to an unmarked point, same being the place of beginning; said area of land to be annexed containing 31.568 acres, more or less, all bearings and coordinates are referenced to the Maryland State Coordinate System; said area of land being part of the same property conveyed unto Reese F. Cropper, Jr. and Haskin U. Deeley, III by the following two Deeds: (a) Deed from Smith, Cropper & Deeley, Inc. dated December 10, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1087, Folio 716 and (b) Deed and Confirmatory Deed from Paul F. Richardson Enterprises, Inc., et al dated December 31, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1089, Folio 794.

SEIDEL AND BAKER  
ATTORNEYS AT LAW  
SALISBURY, MD.

LIBER 201 FOLIO 010

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ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 13<sup>th</sup> day of November, 1989, by and between Reese F. Cropper, Jr. and Haskin U. Deeley, III, hereinafter referred to as "Petitioners", and The Town of Willards, a body politic and corporate of the State of Maryland, hereinafter referred to as "Town", WITNESSETH:

WHEREAS, Petitioners have petitioned Town to annex their property into the town limits, said property being more particularly shown and designated on that plat entitled "Plat of Survey Showing Annexation to Town of Willards, Property of R. F. Cropper, Jr. and H. U. Deeley, III" attached hereto and incorporated herein by reference as Exhibit "A", and consisting of 31.568 acres, more or less, which said property shall be utilized for a commercial and mercantile complex, said property being conveyed to the Petitioners by the following deeds: (1) Deed from Smith, Cropper & Deeley, Inc. dated December 10, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1087, Folio 716; and (2) Deed and Confirmatory Deed from Paul F. Richardson Enterprises, Inc., et.al. dated December 31, 1986, and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1089, Folio 794; and

WHEREAS, said Petition has been considered and reviewed by the Willards Planning and Zoning Commission and as a condition precedent to said annexation, The Town Council of The Town of Willards, Maryland, wishes to set forth the terms and provisions of annexation as provided for herein; and

WHEREAS, this Agreement is entered into for the purposes of setting forth the agreement of the Petitioners and Town.

NOW, THEREFORE, in consideration of the mutual covenants hereby given from one party to the other and further good and valuable consideration, it is hereby agreed as follows:

1. The Town Council of The Town of Willards will consider a Resolution for the proposed annexation of the subject 31.568 acres, more or less,

contingent upon and subject to the conditions of this Agreement being complied with.

2. As a condition to the aforesaid annexation, Petitioners, Reese F. Cropper, Jr. and Haskin U. Deeley, III, do hereby agree to pay all costs in regard to said annexation including but not limited to the laying out and paving of all streets, curbing, sidewalks, the setting of street lights, the running of water and sewer, including sewer lateral and water tap and water boxes (if required by the Town and/or Wicomico County), for the development of the proposed 31.568 acres, more or less, which is to be utilized for commercial and mercantile development only. In addition thereto, the Petitioners shall pay all attorney's fees, advertising costs, document preparation, and all other related and miscellaneous costs in regard to said annexation.

3. As stated aforesaid, Petitioners, Reese F. Cropper, Jr. and Haskin U. Deeley, III, shall develop the proposed annexed land into a commercial and mercantile complex. This development will be done on an as needed basis, with no set phase plan. Petitioners hereby agree that said tract of land will not be developed or built upon, nor will any portion or lot be developed or built upon, irrespective of whether allowed by the Zoning Code for The Town of Willards or the Willards Subdivision Regulations, until the cost of running water and sewer, as well as all other related expenses including streets, curbing, lights, and related costs as set forth in Paragraph 4 below have been paid up front by said Petitioners to the Town, as to said lot, off conveyance, or entire tract, and said Petitioners do hereby agree to pay all of the aforesaid costs.

4. Services will be available upon annexation, subject to the conditions hereof and the Resolution of Annexation being complied with by all Petitioners. Water and sewer service will be contingent upon approval of an improvements construction plan, including an engineer's estimate of the aforesaid

improvements costs as set forth in Paragraphs 2 and 3 above, the payment to the Town by Petitioners of all required fees, improvement costs and charges and the completion of the necessary construction to serve the property. Petitioners shall post said improvement costs with The Town of Willards prior to the Town approving any of the aforesaid development of the subject area, said money to be posted through one of the following four methods:

- (a) Escrow account by the Town of Willards;
- (b) Performance bond;
- (c) Irrevocable letter of credit; or
- (d) Cash.

5. It is understood and agreed by the parties hereto that Petitioners shall be responsible for said annexation costs whether or not said annexation is approved by The Town of Willards at large; it being understood by Petitioners that The Town of Willards does not in any way guarantee said annexation. Furthermore, Petitioners understand and agree that should they abandon said Petition for Annexation, they shall be responsible for all costs, expenses, and miscellaneous charges incurred by The Town of Willards including, but not limited to, attorney's fees, advertising costs, and any and other miscellaneous charges related to said annexation incurred by The Town of Willards up to the point of abandonment by the Petitioners.

6. It is agreed and understood by Petitioners that the subject property will be required to use any and all available city systems at the time of development and construction. Petitioners will be responsible for sewer lateral and water tap as well as water boxes for each and every lot and parcel of land. All existing development which is served by an on-site water and/or sewer system may maintain those systems as long as they are in good working order and pose no threat to the environment, City water supply, or until ordered to abandon it by the County or State Health Department.

7. Any and all streets as proposed and provided for in said annexed area shall be dedicated by Petitioners and Developers to The Town of Willards.

8. Property taxes will be assessed at the first normal taxing period following annexation.

9. Prior to or simultaneous with the execution of this Agreement by Petitioners, Petitioners shall pay over \$5,000.00 to The Town of Willards to secure the costs of the Town's attorneys fees, document preparation, advertisement, and miscellaneous expenses in regard to said annexation; said funds to be held in a Town of Willards Escrow Account, with the President of the Town Council and Treasurer of the Town as authorized signatures, to be used by The Town of Willards to pay the aforesaid bills and costs upon presentment to The Town of Willards of properly submitted invoices for services rendered. Any unused portion of said \$5,000.00 along with copies of the paid invoices shall be returned to the Petitioners upon finalization and completion of the annexation process. If the aforesaid costs should exceed \$5,000.00, then the Petitioners hereby agree that they will be responsible for any and all costs and expenses over and above the aforesaid \$5,000.00 but not to exceed \$7,500.00. The aforesaid \$7,500.00 "Cap" will not apply in the event that this Petition and Resolution is taken to referendum or challenged in any legal proceeding.

10. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto, it being understood by the parties hereto that the enclosed Agreement constitutes a binding contract enforceable by either party.

11. This Agreement shall be governed by the laws of the State of Maryland.

12. Should any provision of this Agreement be determined to be invalid by any Court of this State or in violation of any statute, law, or ordinance, then said invalidity will not affect the remainder of this Agreement.

MAR 20 10 14

13. It is hereby agreed and understood that this Agreement shall constitute a lien upon the subject property as set forth above and shall run with the subject property and shall be binding upon any and all Personal Representatives, heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, we hereby sign our names and seals this 13<sup>th</sup> day of November, 1989.

WITNESSES:

[Signature]  
[Signature]

[Signature] (SEAL)  
Reese F. Cropper, Jr.  
[Signature] (SEAL)  
Haskin U. Deeley, III

Attest as to All Council Members:

[Signature]  
Gloria Smith - Town Secretary

TOWN OF WILLARDS, A Body Politic and Corporate of the State of Maryland

BY: [Signature]  
Louis E. Davis - Council President

BY: [Signature]  
Donald L. Lewis - Council Vice President

BY: [Signature]  
Joan Calloway - Council Member

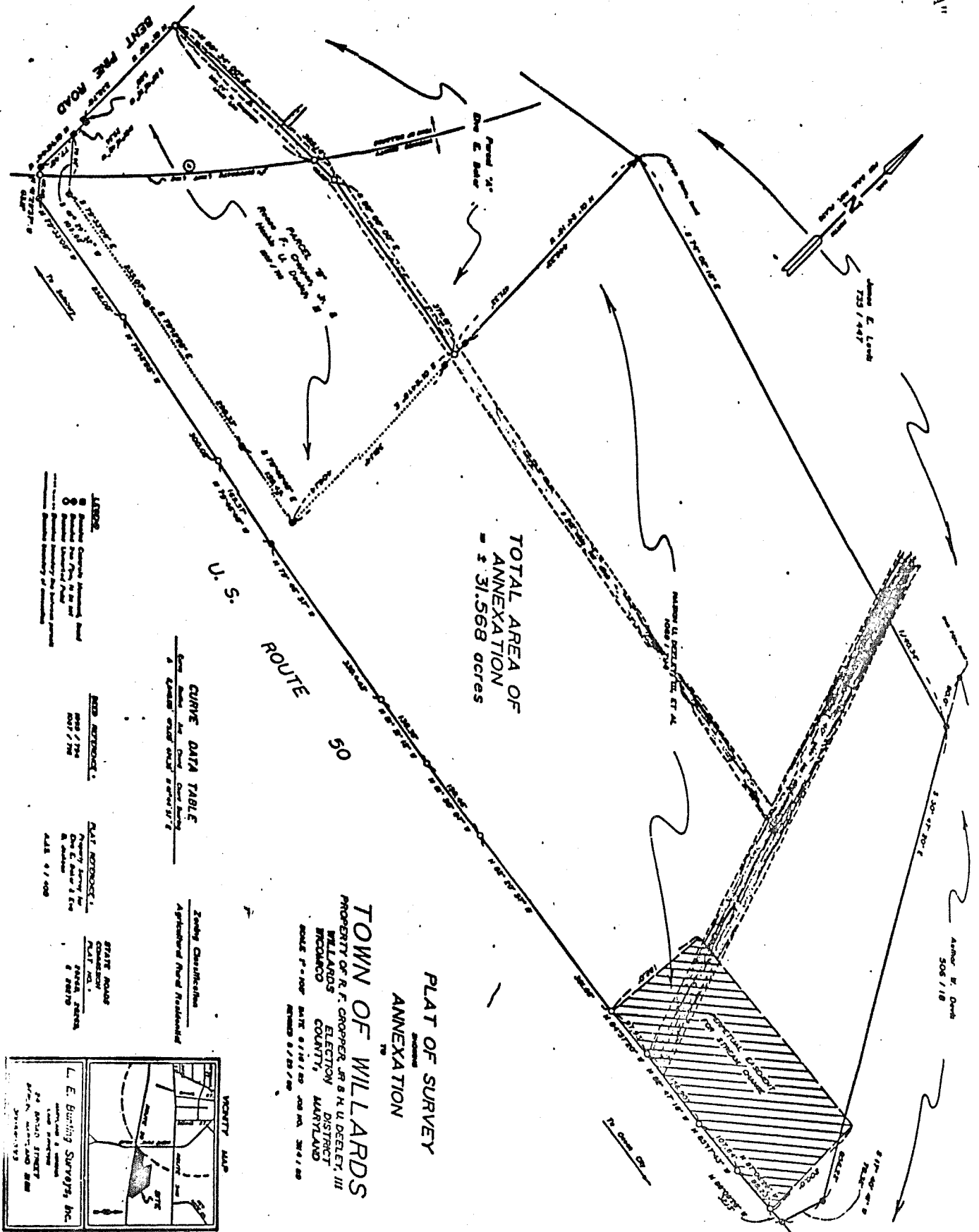
BY: [Signature]  
Jack Vetra - Council Member

BY: [Signature]  
Wallace Cooper, Jr. - Council Member

REC FEE 27.00  
TOTL 27.00  
0904CHK 27.00  
04 01989 11-27A11:57

SJB

EXHIBIT "A"



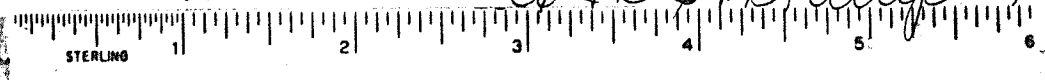
Received for Record 27-1-89 and recorded in the  
Land Records of Wicomico County, Maryland in Liber 1201  
No. 1201 Folios 10-15

Received for Record Feb 21, 1990 and recorded in the  
Records of Wicomico County, Maryland in Liber 1201  
No. 3 Folios 131-140

Mark S. Bowen Clerk

Mark S. Bowen Clerk

*Ev & D S & B Atty. 3/21/90*





LIBER 3 PAGE 141  
**Wicomico County, Maryland**

P. O. BOX 870  
 SALISBURY, MARYLAND 21803-0870  
 301-548-4801  
 FAX: 548-4803

**COUNCIL**

HENRY S. PARKER, PRESIDENT  
 PHILIP L. TILGHMAN, VICE PRES.  
 RUDOLPH C. CANE, DISTRICT #1  
 JULIA FOXWELL, DISTRICT #2  
 EDGAR M. MORRIS, DISTRICT #3  
 WILLIAM G. CAREY, DISTRICT #4  
 KENNETH T. MATTHEWS, DISTRICT #5

**MATTHEW E. CREAMER**  
 ADMINISTRATIVE DIRECTOR

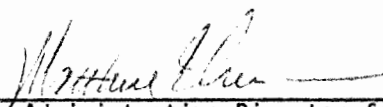
**EDGAR A. BAKER, JR.**  
 ATTORNEY

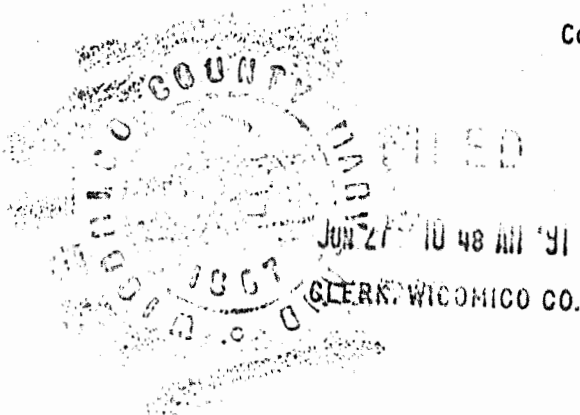
C E R T I F I C A T E

I, Matthew E. Creamer, the duly appointed, qualified Administrative Director of Wicomico County, Maryland, do hereby certify that the attached are true and correct copies of excerpts from the Minutes of the meeting of the Wicomico County Council held on June 18, 1991, in the Government Office Building at Salisbury, Maryland.

I DO HEREBY CERTIFY that the said excerpts appear in the Official Minutes of the County Council, as recorded in the Minute Book located in the Office of the County Council, Government Office Building, Salisbury, Maryland.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of Wicomico County, Maryland, this twenty-fifth day of June, 1991.

  
 \_\_\_\_\_  
 Administrative Director for the  
 County Council of Wicomico County, Maryland



WC-1452

**RESOLUTION NO. 358  
FEES**

**WHEREAS**, the County Council of Wicomico County, Maryland, pursuant to Section 22-2 of Chapter 22 of the Wicomico County Code, is authorized to establish charges and fees for the use of any County property, facilities and services by Resolution in Executive Session; and

**WHEREAS**, various other sections of the Wicomico County Code, as hereinafter set forth, authorize the establishment of fees and/or permit fees by the County Council of Wicomico County in Executive Session; and

**WHEREAS**, the County Council of Wicomico County has determined that it is desirable to establish fees as hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Council of Wicomico County, Maryland, in Executive Session, on the \_\_\_\_\_ day of June, 1991, pursuant to the authority granted in the aforesaid Section 22-2 of Chapter 22 of the Wicomico County Code and the various sections hereinafter set forth, hereby establishes the following fees:

Article I

Dogs

**A. Imposition of Fee;**

Pursuant to the authority of Section 133-1 of Chapter 133, the fee for vaccination at the Rabies Clinic shall be Three Dollars (\$3.00) for each animal vaccinated.

Article II

Department of Planning, Zoning and Community Development Fees

**A. Fees Enumerated.**

The following fees shall be collected by the Department of Planning, Zoning and Community Development:

**1. Planning Commission**

The following application or review fees shall be collected:

- |    |   |         |
|----|---|---------|
| a. | Preliminary Comprehensive Dev. Plan/Standard                | \$40.00 |
| b. | Final Comprehensive Dev. Plan/Standard                      | \$40.00 |
| c. | Preliminary Comprehensive Dev. Plan/Large Scale Development | \$60.00 |
| d. | Final Comprehensive Dev. Plan/Large Scale Development       | \$60.00 |
| e. | Rezoning:   |         |
|    | i. Standard   | \$40.00 |
|    | ii. Large Scale Development                                 | \$60.00 |
|    | iii. Historic District                                      | \$75.00 |
| f. | Text Amendment  | \$25.00 |
| g. | Ordinance Permit  | \$25.00 |
| h. | Certificate of Design/Site Plan Approval                    | \$25.00 |
| i. | Sketch Plans  | \$25.00 |
| j. | Condominium Documents/and Site Plan                         | \$25.00 |
| k. | Industrial Park/Landscaping Plan/Site Plan                  | \$25.00 |
| l. | Industrial District/Landscaping Plan                        | \$25.00 |

- m. Overall Site Plan, Revised Site Plan,  
Revised Landscaping Plan \$25.00
2. Board of Zoning Appeals.
- The following application or review fees shall be collected:
- |                                    |         |
|------------------------------------|---------|
| a. Variance                        | \$20.00 |
| b. Nonconforming Use               | \$20.00 |
| c. Special Exception (Small Scale) | \$20.00 |
| d. Special Exception (Large Scale) | \$50.00 |
| e. Administrative Appeal           | \$20.00 |
| f. Interpretation of Use           | \$25.00 |
3. Chesapeake Bay Critical Areas.
- The following application or review fees shall be collected:
- |  |          |
|--|----------|
| a. Certificate of Compliance:  |          |
| i. Building permits  | \$25.00  |
| ii. Major subdivisions   | \$50.00  |
| iii. Minor subdivisions  | \$25.00  |
| iv. Plan approval/Special projects                                     | \$25.00  |
| v. Site Plans  | \$50.00  |
| b. Growth Allocation Applications                                      | \$100.00 |
| c. Variance/Special Exception from CBCA Criteria                       | \$50.00  |
| d. Variance/Special Exception from County<br>Requirements, but in CBCA | \$25.00  |

Article III

Department of Public Works

A. Fees Enumerated.

The following fees shall be collected by the Department of Public Works:

1. Subdivision Review Fees

The following application or review fees shall be collected:

- |  |                    |
|--|--------------------|
| a. Minor Subdivisions under Chapter 200,<br>Section 200-3 A(1)-(4) (3 Lots or Less)  | \$30.00 per<br>lot |
| b. Major Subdivisions (4 Lots or More) -<br>The review of this type of subdivision<br>involves four (4) steps, Sketch,<br>Preliminary, Construction, Improvements<br>Plan and Final. |                    |
| i. Sketch Plat - See Dept. Planning, Zoning &<br>Community Development Fees  |                    |
| ii. Preliminary Plat   | \$30.00 Per<br>Lot |
| iii. Construction Improvements Plan  | \$40.00 Per<br>Lot |
| iv. Final Plat   | \$30.00 Per<br>Lot |

The Fees set forth in this section shall represent the costs of two reviews of each stage by the Department of Public Works. If, at the time of the third submittal, the plat/plats do not address all of the Department's comments, an additional charge equivalent to 50% of the applicable review fee shall be imposed.

These fees shall not apply to Minor Subdivisions created pursuant to Chapter 200, Section 200-3 B, C, D, & E.

c. Resubdivision.

A fee of \$30.00 shall be charged for resubdivisions as defined in Chapter 200, Section 200-9.

2. Stormwater Management Fees. (Site Plan Review Fee) Chapter 196, Section 196-8.

\$100 + \$2.00/1,000 sq. ft. of disturbed area

These fees shall not apply to the developments for which there will be no engineering review needed or required.

3. Flood Plain Permit

A fee of \$25.00 shall be charged for the issuance of a Flood Plain Permit.

ARTICLE IV

Marriage Fees

A. Imposition of Fees; purpose.

There is hereby imposed an additional fee of \$25.00 for marriage licenses, to be used by the County Council of Wicomico County, Maryland, to offset the costs of providing domestic violence programs.

BE IT FURTHER RESOLVED, that the fees charged or imposed under Article I and II of this Resolution shall take effect immediately; the fees established under Article III shall also take effect immediately; however, all those plats shall be grandfathered for the very stage or step for which the submission has been made to the appropriate County agency.

DONE AT SALISBURY, MARYLAND, THIS 18<sup>th</sup> DAY OF JUNE, 1991.

ATTEST:

WICOMICO COUNTY, MARYLAND

*Matthew E. Creamer*  
Matthew E. Creamer,  
Administrative Director

*Henry S. Parker*  
BY: Henry S. Parker, President

SEIDEL AND BAKER  
ATTORNEYS AT LAW  
SALISBURY, MD.

Received for Record *June 27, 1991* and recorded in the  
Wic. Co. Records of Wicomico County, Maryland in Liber M.S.B. *144*  
No. *2* Folios *141-144*

*Mark S. Bowen* Clerk

*Ev. D. A+B Atten 7-11-91*

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REGISTRATION FORM

LIBER 3 PAGE 145

Article 23A, Section 9A of the Annotated Code of Maryland requires certain municipal documents to be registered with the Department of Legislative Reference. Please use this registration form for each resolution that alters the charter or enlarges the boundaries of your municipality. You should complete a separate form for each resolution, and send the entire text of the resolution, along with this form, by certified mail to:

Municipal Resolution Coordinator  
Department of Legislative Reference  
90 State Circle  
Annapolis, MD 21401-1991

HEBRON Wicomico  
Municipality County(ies)

Steven D. Cox, Esquire, Attorney for the Town of Hebron  
Name and Title of Submitting Official

1325 Mt. Hermon Road, #13B (410) 749-6118  
Address Phone  
Salisbury, Maryland 21801 8 October, 1992  
Date of Submitting this form

1990-1 2 January, 1991  
Resolution Number Date Enacted by Legislative Body  
16 February, 1991  
Effective Date\*\*\*

1) If this resolution enlarges the boundaries of the municipality, state the charter section (e.g., boundary description section, appendix) that is also amended 11 OR state the charter section pursuant to which the property is annexed \_\_\_\_\_.

2) If this resolution alters the municipal charter, state whether the entire charter is adopted or repealed \_\_\_\_\_ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments \_\_\_\_\_.

3) Number of votes cast by the legislative body for 5 and against 0 this resolution.

4) Was this resolution petitioned to referendum? no.  
If "yes," date of the referendum election \_\_\_\_\_, AND number of votes cast for \_\_\_\_\_ and against \_\_\_\_\_ the referendum.

\*\*\* Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).

DLR/91

**RESOLUTION NO. 1990 - 1**

**A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO BINDING UPON THE WESTERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "PHILLIPS PARCEL ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY CHURCH STREET, BOUNDED ON THE EAST BY THE LANDS OF FRANCIS H. FOOKS, BOUNDED ON THE SOUTH BY THE LANDS OF THE BALTIMORE AND EASTERN RAILROAD, AND BOUNDED ON THE WEST BY THE LANDS OF J. GORDY BEACH. THE AREA TO BE ANNEXED BEING THE LANDS NOW OR FORMERLY OWNED BY BOUNDS PHILLIPS, ET. UX.**

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed (there being no residents thereon) and being contiguous to and binding upon the westerly limits of the Town of Hebron and called the "Phillips Parcel Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are property owners in the area to be annexed, all as of October 4, 1990; and,

WHEREAS, it appears that the consents meet all the requirements of the law.

**SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HEBRON** That it is hereby proposed and recommended that the boundaries of the Town of Hebron be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, contiguous to and binding upon the westerly limits of the Town of Hebron and being more particularly described as Exhibit "A" attached hereto and made a part hereof.

**SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN OF HEBRON,** That the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

**SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON,** That the Commissioners hold a public hearing on the annexation proposed on Wednesday, January 2, 1991 at 7:00 p.m. in the Town Hall of Hebron and shall cause a public

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notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON, That this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 21st day of November, 1990, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the Second day of January, 1991.

*George E. Phippin*  
George E. Phippin, Secretary  
Commissioners of Hebron

*James E. Ware*  
James E. Ware, President  
Commissioners of Hebron

Received for Record Dec 21 1992 and recorded in the  
Books of Wicomico County, Maryland in Liber AGB  
No. 3 Folios 145-147  
*Mark S. Bowen* Clerk

Ex-D. J. Cox Atty. 1/12/93

## MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REGISTRATION FORM

Article 23A, Section 9A of the Annotated Code of Maryland requires certain municipal documents to be registered with the Department of Legislative Reference. Please use this registration form for each resolution that alters the charter or enlarges the boundaries of your municipality. You should complete a separate form for each resolution, and send the entire text of the resolution, along with this form, by certified mail to:

Municipal Resolution Coordinator  
Department of Legislative Reference  
90 State Circle  
Annapolis, MD 21401-1991

HEBRON  
Municipality

Wicomico  
County(ies)

Steven D. Cox, Esquire, Attorney for the Town of Hebron  
Name and Title of Submitting Official

1325 Mt. Hermon Rd., #13B  
Address  
Salisbury, Maryland 21801

(410) 749-6118  
Phone  
8 October, 1992  
Date of Submitting this form

1991-1  
Resolution Number

3 April, 1991  
Date Enacted by Legislative Body

18 May, 1991  
Effective Date\*\*\*

1) If this resolution enlarges the boundaries of the municipality, state the charter section (e.g., boundary description section, appendix) that is also amended II OR state the charter section pursuant to which the property is annexed \_\_\_\_\_.

2) If this resolution alters the municipal charter, state whether the entire charter is adopted or repealed \_\_\_\_\_ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments II.

3) Number of votes cast by the legislative body for 5 and against 0 this resolution.

4) Was this resolution petitioned to referendum? no.  
If "yes," date of the referendum election \_\_\_\_\_, AND number of votes cast for \_\_\_\_\_ and against \_\_\_\_\_ the referendum.

\*\*\* Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).

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## RESOLUTION NO. 1991 - 1

A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO BINDING UPON THE NORTHERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "BEACH PARCEL ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY LAND NOW OR FORMERLY OWNED BY MARYLAND NATIONAL BANK, ET AL., TRUSTEES, BOUNDED ON THE EAST BY LAND NOW OR FORMERLY OWNED BY JUDITH B. WEST, BOUNDED ON THE SOUTH BY THE TOWN OF HEBRON, AND BOUNDED ON THE WEST BY CHURCH STREET AND LAND NOW OR FORMERLY OWNED BY HEBRON CHARITIES, INC. THE AREA TO BE ANNEXED BEING THE LANDS NOW OR FORMERLY OWNED BY JAMES G. BEACH, JR., ET AL.

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed (there being no residents thereon) and being contiguous to and binding upon the westerly limits of the Town of Hebron and called the "Beach Parcel Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are property owners in the area to be annexed, all as of January 31, 1991; and,

WHEREAS, it appears that the consents meet all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HEBRON That it is hereby proposed and recommended that the boundaries of the Town of Hebron be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, contiguous to and binding upon the westerly limits of the Town of Hebron and being more particularly described as Exhibit "A" attached hereto and made a part hereof.

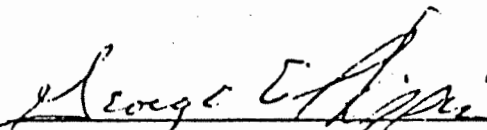
SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN OF HEBRON, That the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON, That the Commissioners

hold a public hearing on the annexation proposed on Wednesday, March 6, 1991 at 7:00 p.m. in the Town Hall of Hebron and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

**SECTION 4. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON,** That this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 6th day of February, 1991, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 3rd day of April, 1991.

  
George E. Phippin, Secretary  
Commissioners of Hebron

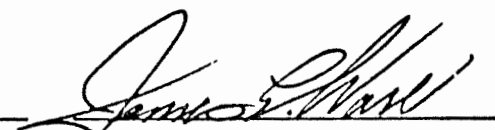
  
James E. Ware, President  
Commissioners of Hebron

EXHIBIT "A"

Beginning at an iron rod with cap set on the East side of Church Street and the Southwest corner of the land now or formerly of Hebron Charities, Inc. as recorded among the Land Records of Wicomico County, Maryland in Liber J. W. T. S. No. 611, Folio 304.

Running thence along the said Hebron Charities, Inc. land the following two (2) courses and distances,

- 1: North 44° 52' 33" West a distance of 347.50 feet to an iron rod with cap set,
- 2: North 44° 52' 27" West a distance of 850.00 feet to an iron rod with cap set, thence continuing 15.00 feet to the centerline of Rewastico Creek,

Running thence along the centerline of said Creek and the South line of the lands of Maryland National Bank, et al., the following four (4) courses and distances,

- 1: North 00° 53' 34" East a distance of 79.65 feet to a point,
- 2: North 39° 17' 42" East a distance of 313.62 feet to a point,
- 3: North 86° 10' 28" East a distance of 784.76 feet to a point,
- 4: South 72° 35' 57" East a distance of 569.75 feet to a point,

Thence leaving said Creek and running along the West lines of the lands of Judith B. West as recorded among the aforesaid land records of in Liber M. S. B. No. 1179, Folio 573, the following three (3) courses and distances,

- 1: South 49° 06' 27" East a distance of 15.00 feet to an iron rod found,
- 2: South 39° 36' 27" East a distance of 100.60 feet to an iron rod with cap set,
- 3: South 33° 15' 00" East a distance of 584.50 feet to the Town of Hebron Boundary Line, and running along the said town lines the following three (3) courses and distances,

- 1: South 56° 18' 20" West a distance of 1,247.69 feet to a point,
- 2: North 45° 07' 27" West a distance of 558.00 feet to a point,
- 3: South 44° 52' 33" West a distance of 504.13 feet to a point on the East side of Church Street,

Running thence with the East side of Church Street North 45° 07' 27" West a distance of 307.68 feet to the point of beginning and containing 54.352 Acres of land, more or less.

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## EXHIBIT "B"

1. **THE TOWN WILL ASSESS TAXES** and will provide services. Subsequent to the approval of the Commissioners of Hebron, with regard to the proposed area to be annexed, the placement of water and sewer mains to adequately serve the area shall be the responsibility of the owner and assumed wholly at their cost.
2. **ALL EXISTING DEVELOPMENT** will be given ninety (90) days following availability of utility services to tie into Town systems. At the expiration of this period of time, front-foot assessments will be charged and connection required, in accordance with current Town policy.
3. **NEWLY DEVELOPING PROPERTIES** will be required to use any availability Town system at the time of construction. Front-foot assessments and tapping charges will be payable at the time of application for service.
4. **WATER AND SEWER** and other improvements and services will be available to newly annexed areas in accordance with prevailing Town policy.
5. **ZONING** will be residential as defined in the Code of Hebron in effect at the time of annexation, and as amended. No zoning changes may be made following annexation unless approved by the appropriate body as established by the Commissioners of Hebron.

Received for Record Dec 2, 1992 and recorded in the  
 Records of Wicomico County, Maryland in Liber M.S.B. 198  
 No. 3 Folios 148-152  
*Mark L. Bowen* Clerk

Ex - C

Hewe

Cox

Atty

1/2/93

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REGISTRATION FORM

LIBER 3 PAGE 153

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Municipal Resolution Coordinator  
 Department of Legislative Reference  
 90 State Circle  
 Annapolis, MD 21401-1991

<u>HEBRON</u>	<u>Wicomico</u>
Municipality	County(ies)
<u>Steven D. Cox, Esquire, Attorney for the Town of Hebron</u>	
Name and Title of Submitting Official	
<u>1325 Mt. Hermon Road, #13B</u>	<u>(410) 749-6118</u>
Address	Phone
<u>Salisbury, Maryland 21801</u>	<u>8 October, 1992</u>
	Date of Submitting this form
<u>1991-2</u>	<u>6 March, 1991</u>
Resolution Number	Date Enacted by Legislative Body
	<u>20 April, 1991</u>
	Effective Date***

1) If this resolution enlarges the boundaries of the municipality, state the charter section (e.g., boundary description section, appendix) that is also amended II OR state the charter section pursuant to which the property is annexed \_\_\_\_\_.

2) If this resolution alters the municipal charter, state whether the entire charter is adopted or repealed \_\_\_\_\_ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments \_\_\_\_\_.

3) Number of votes cast by the legislative body for 5 and against 0 this resolution.

4) Was this resolution petitioned to referendum? no.  
 If "yes," date of the referendum election \_\_\_\_\_, AND number of votes cast for \_\_\_\_\_ and against \_\_\_\_\_ the referendum.

\*\*\* Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).

DLR/91

**RESOLUTION NO. 1991 - 2**

**A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO BINDING UPON PART OF THE NORTHERN LIMITS OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "WEST PARCEL ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH AND WEST BY PROPERTY NOW OR FORMERLY OWNED BY MARYLAND NATIONAL BANK, ET AL, TRUSTEES, BOUNDED ON THE EAST BY LAND NOW OR FORMERLY OWNED BY H. MILTON HEARNE AND LAND NOW OR FORMERLY OWNED JOHN W. SAVAGE, BOUNDED ON THE SOUTH BY LAND NOW OR FORMERLY OWNED BY JAMES G. BEACH, JR. ET AL. THE AREA TO BE ANNEXED BEING THE LANDS NOW OWNED BY JUDITH B. WEST**

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed (there being no residents thereon) and being contiguous to and binding upon the westerly limits of the Town of Hebron and called the "West Parcel Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are property owners in the area to be annexed, all as of April 27, 1989; and,

WHEREAS, it appears that the consents meet all the requirements of the law.

**SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HEBRON** That it is hereby proposed and recommended that the boundaries of the Town of Hebron be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, contiguous to and binding upon the westerly limits of the Town of Hebron and being more particularly described as Exhibit "A" attached hereto and made a part hereof.

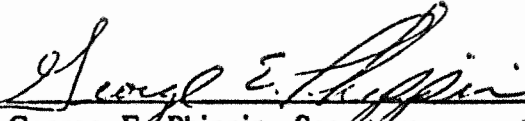
**SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN OF HEBRON,** That the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and and made a part hereof.

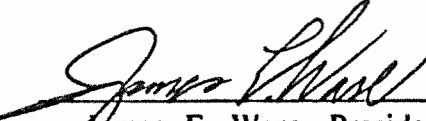
**SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON,** That the Commissioners hold a public hearing on the annexation proposed on Wednesday, March 6,

1991 at 7:30 p.m. in the Town Hall of Hebron and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

**SECTION 4. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON,** That this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 6th day of February, 1991, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 6th day of March, 1991.

  
George E. Phippin, Secretary  
Commissioners of Hebron

  
James E. Ware, President  
Commissioners of Hebron



**EXHIBIT "A"**

Beginning at an iron rod with cap set on the North side of Md. Rt. 347 and at the Southeast corner of the lands now or formerly of James G. Beach, Jr., et al., as recorded among the Land Records of Wicomico County, Maryland in Liber A. J. S. No. 1002, Folio 380.

Running thence from the said point of beginning along the said Beach lands the following three (3) courses and distances,

1: North 33° 15' 00" West a distance of 1,004.50 feet to an iron rod with cap set,

2: North 39° 36' 27" West a distance of 100.60 feet to an iron rod with cap set,

3: North 49° 06' 27" West a distance of 595.11 feet to an iron rod with cap set, thence continuing 15.00 feet to the centerline of Rewastico Creek.

Running thence along the centerline of said Creek and the South line of the lands of Maryland National Bank, et al., the following eleven (11) courses and distances:

1: North 65° 00' 46" East a distance of 225.33 feet to a point,

2: North 85° 33' 28" East a distance of 198.00 feet to a point,

3: North 72° 23' 28" East a distance of 165.00 feet to a point,

4: South 62° 21' 32" East a distance of 159.75 feet to a point,

5: North 76° 18' 28" East a distance of 214.50 feet to a point,

6: South 71° 13' 32" East a distance of 412.50 feet to a point,

7: South 75° 43' 32" East a distance of 247.00 feet to a point,

8: North 55° 16' 28" East a distance of 111.37 feet to a point,

9: North 68° 16' 28" East a distance of 226.05 feet to a point,

10: North 57° 33' 28" East a distance of 264.00 feet to a point,

11: South 65° 16' 30" East a distance of 319.32 feet to a point,

Thence leaving said Creek and running along the West line of the lands of H. Milton Hearne as recorded in the aforesaid land records in Liber A. J. S. No. 1002, Folio 836,

South 31° 21' 45" East a distance of 322.00 feet to an iron rod with cap set,

Running thence along the lands of John W. Savage as recorded in the aforesaid land records in Liber J. W. T. S. No. 772, Folio 446, the following two (2) courses and distances,

1: South 56° 43' 44" West a distance of 231.07 feet to an iron rod found,

2: South 33° 46' 43" East a distance of 151.92 feet to a concrete monument found on the North side of Maryland Route 347,

Running thence with the North side of Maryland Route 347 South 56° 18' 20" West a distance of 1,602.43 to the point of beginning, and containing 45.77 acres of land, more or less.

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EXHIBIT "B"

1. THE TOWN WILL ASSESS TAXES and will provide services. Subsequent to the approval of the Commissioners of Hebron, with regard to the proposed area to be annexed, the placement of water and sewer mains to adequately serve the area shall be the responsibility of the owner and assumed wholly at her cost.

2. ALL EXISTING DEVELOPMENT will be given ninety (90) days following availability of utility services to tie into Town systems. At the expiration of this period of time, front-foot assessments will be charged and connection required, in accordance with current Town policy.

3. NEWLY DEVELOPING PROPERTIES will be required to use any availability Town system at the time of construction. Front-foot assessments and tapping charges will be payable at the time of application for service.

4. WATER AND SEWER and other improvements and services will be available to newly annexed areas in accordance with prevailing Town policy.

5. ZONING will be residential as defined in the Code of Hebron in effect at the time of annexation, and as amended. No zoning changes may be made following annexation unless approved by the appropriate body as established by the Commissioners of Hebron.

Received for Record *Dec 2 1992* and recorded in the  
Records of Wicomico County, Maryland in Liber *M.S.G. A 93*  
No. *3* Folios *153-157*

*Mark D. Bowen* Clerk

*Ex. D. Steve Cox Atty 11/2/93*

ANNEXATION RESOLUTION NO 1-92

A RESOLUTION of The City Council of the City of Fruitland proposing the annexation to The City of Fruitland of a certain area of land situated contiguous to and binding upon the Northeasterly Corporate Limits of The City of Fruitland, popularly known as the "Cedar Lane/Masten Annexation" bounded on the Northeast, East, Southeast and South by lands of Henry Hana; bounded on the Southwest and West by the Corporate Limits of The City of Fruitland; bounded on the Northwest and North by the lands now or formerly owned by Conrail.

WHEREAS, The City of Fruitland has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters (there being no such residents) and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon a portion of the Northeasterly corporate limits of The City of Fruitland and popularly known as the "Cedar Lane/Masten Annexation" for identification; and

WHEREAS, The City of Fruitland has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, there being none, and property owners of at least twenty-five percent (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 12th day of May, 1992, as will more particularly appear by the certification of Wendell G. Mezick, President of the City Council, attached hereto; and

WHEREAS, it appears that the petition meets all the requirements of the law.

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SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND that it is hereby proposed and recommended that the boundaries of The City of Fruitland be changed so as to annex to and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that The City Council of The City of Fruitland hold a public hearing on the annexation hereby proposed on Tuesday, the 14th day of July, 1992, at 8:00 p.m. in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The City of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

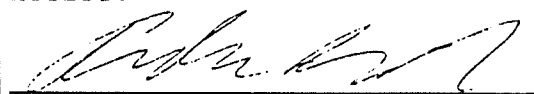
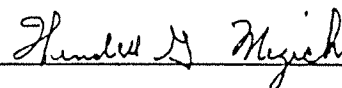
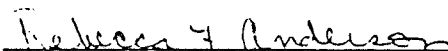
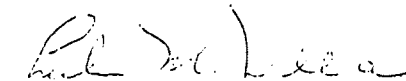
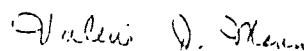
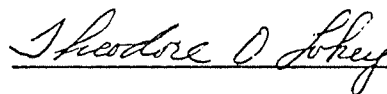
SECTION 4. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, That this resolution shall take effect

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upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

The above resolution was introduced and read and passed at the regular meeting of the Council of The City of Fruitland held on the 12th day of May, 1992, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 17 day of July, 1992.

ATTEST:

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IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
MASTEN REALTY, INC., AND	*	WICOMICO COUNTY, MARYLAND
MASTEN LUMBER SUPPLY COMPANY	*	
TRADING AS MASTEN HOME CENTER,	*	

\*\*\*\*\*

EXHIBIT A

All that tract or parcel of land situate, lying and being in the Fruitland Election District of Wicomico County, Maryland, and binding upon the Northeasterly corporate boundary line or limit of the City of Fruitland, Maryland, and as more particularly described as follows, to wit: Beginning at a point on the northeasterly line of the corporate limits of the City of Fruitland, Wicomico County, Maryland, and its intersection with the easterly line of that right-of-way now or formally owned by Conrail Railroad, and thence running North 39 degrees, 57 minutes, 40 seconds East a distance of 242.869 feet to a cement post; thence running South 19 degrees, 52 minutes, 52 seconds East a distance of 579.70 feet to a cement post; thence running South 53 degrees, 11 minutes, 31 seconds West a distance of 307.313 feet to a point in the line of the existing corporate limits for the City of Fruitland, Wicomico County, Maryland, and thence running North 11 degrees, 9 minutes, 10 seconds West a distance of 553.571 feet to the point of beginning; which said lot or parcel of land is 3.1575 acres, more or less, the same being contiguous to the existing corporate limits of the City of Fruitland, Wicomico County, Maryland, and being shown on that certain plat entitled "Annexation Plat of the Remaining Portion of the Masten Realty, Inc. Property" dated April 29, 1992, made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors.

Received for Record April 14, 1993 and recorded in the  
 Records of Wicomico County, Maryland in Liber M.C.D. 158-161  
 No. 3 Folios 158-161 M.C.D. 158-161

Mark S. Bowen Clerk

Att. Andrew Mitchell Jr.  
att

Ex. D Andrew Mitchell Attys 7/9/93

ANNEXATION RESOLUTION NO 2-92

A RESOLUTION of The City Council of the City of Fruitland proposing the annexation to The City of Fruitland of a certain area of land situated contiguous to and binding upon the Northeasterly Corporate Limits of The City of Fruitland, popularly known as the "Ames Plaza Annexation" located on the Northwesterly side of and binding upon Route 13 an on the Easterly side of West Cedar Lane.

WHEREAS, The City of Fruitland has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters (there being no such residents) and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon a portion of the Northeasterly corporate limits of The City of Fruitland and popularly known as the "Ames Plaza Annexation" for identification; and

WHEREAS, The City of Fruitland has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, there being none, and property owners of at least twenty-five percent (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 9th day of June, 1992, as will more particularly appear by the certification of Wendell G. Mezick, President of the City Council, attached hereto; and

WHEREAS, it appears that the petition meets all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY



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COUNCIL OF THE CITY OF FRUITLAND that it is hereby proposed and recommended that the boundaries of The City of Fruitland be changed so as to annex to and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland and being the land more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that The City Council of The City of Fruitland hold a public hearing on the annexation hereby proposed on Tuesday, the 4th day of August, 1992, at 6:30 p.m. in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The City of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, That this resolution shall take effect upon the expiration of forty-five (45) days following its final

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passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

The above resolution was introduced and read and passed at the regular meeting of the Council of The City of Fruitland held on the 9th day of June, 1992, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 4th day of August, 1992.

ATTEST:

Richard M. Pollock

Theodore H. Meziel

Rebecca F. Anderson

Valerie J. Mann

Theodore O. Loken

\_\_\_\_\_

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IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
ROBERT C. BAKER AND	*	WICOMICO COUNTY, MARYLAND
LOOMIS J. GROSSMAN, JR. AND	*	
RICHARD A. GROSSMAN	*	

\*\*\*\*\*

EXHIBIT A

All that certain tract or parcel of land situate, lying and being in Fruitland Election District of Wicomico County, Maryland, on the Northwesterly side of and binding upon that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and on the Easterly side of and binding upon West Cedar Lane and as more particularly described as follows:

BEGINNING at a cement post in the existing corporate line of the corporate limits of The City of Fruitland, 1.73 feet Northeast of the easterly line of West Cedar Lane, and running thence North 38 degrees, 41 minutes, 00 seconds East, a distance of 743.20 feet to a cement post; thence running South 21 degrees, 38 minutes, 50 seconds East, a distance of 517.88 feet to a cement post in the right of way line of U.S. Route No. 13; thence running South 38 degrees, 41 minutes, 00 seconds West, a distance of 659.47 feet to a cement post at the intersection of the right of way line of U.S. Route No. 13 and the existing corporate limits for The City of Fruitland; thence running North 30 degrees, 19 minutes, 46 seconds West, a distance of 481.98 feet to the point of beginning, the same containing 7.245 acres more or less and being a portion of that land conveyed to the Petitioners by deed dated December 6, 1974, and recorded among the Land Records of Wicomico County, Maryland, in Liber 830, Folio 998, by Regional Shopping Centers, Inc., and as more particularly shown on that plat entitled "Ames Plaza Annexation Plat" made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors dated July 9, 1992.

Received for Record *April 14, 1993* and recorded in the  
Records of Wicomico County, Maryland in Liber *M.S.B.A. 8.*  
No. *3* Folios *162-165*

*Mark S. Bowser* Clerk

*Atty: Andrew Mitchell Jr.*

*Ex-D Andrew Mitchell Atty 7/7/93*



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**CITY OF FRUITLAND**

401 EAST MAIN STREET  
 P. O. DRAWER F

**FRUITLAND, MARYLAND 21826-0120**  
 TELEPHONE 410-548-2800  
 FAX 410-548-2808

VALERIE J. MANN, President  
 REBECCA F. ANDERSON, Treasurer  
 WENDELL G. MEZICK, Councilman  
 THEODORE O. LOKEY, Councilman  
 J.R. RAINS, Councilman  
 RICHARD M. POLLITT, JR., City Mgr./Clerk  
 AMY B. CATON, Deputy Treasurer  
 PAUL R. JACKSON, Police Chief  
 JOSEPH P. DERBYSHIRE, Util. Dir.  
 P. COOPER TOWNSEND, Pub. Wks. Dir.  
 ANDREW C. MITCHELL, JR., Solicitor

June 4, 1993

Mr. Mark Bowen, Clerk  
 Wicomico County Circuit Court  
 Court House  
 Salisbury, Maryland 21801

Re: Cedar Lane/Masten Annexation

Dear Mark:

As City Solicitor for the City of Fruitland, Wicomico County, Maryland, I hereby request that you file among the Annexation Records in your Court, in regard to an Annexation which is referred to by the City of Fruitland as the "Cedar Lane/Masten Annexation" the following documents:

1. Petition for Annexation with attached Exhibit A and attached Certification;
2. Notice of Annexation;
3. Annexation Resolution No. 1-92 to which is attached Exhibit A and Exhibit B, the later being the Annexation Agreement dated April 13, 1992; and
4. The plat entitled "Annexation Plat Of The Remaining Portion Of The Masten Realty, Inc. Property", made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors dated April 29, 1992.

A copy of the plat and Exhibit A have been made available to the local office of the Department of Assessment and Taxation. The necessary documentation has also been filed with the Department of Legislative Reference. I understand that there is no charge to the City for this filing.

Very truly yours,

Andrew C. Mitchell, Jr.  
 City Solicitor

ACM/mpd

mpd\Andy\Fruitland.lt

FILED

JUN 4 4 10 PM '93

CLERK, WICOMICO CO.

LIBER

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IN THE MATTER OF THE \* BEFORE THE CITY COUNCIL  
 PETITION FOR ANNEXATION OF \* OF THE CITY OF FRUITLAND  
 MASTEN REALTY, INC., AND \* WICOMICO COUNTY, MARYLAND  
 MASTEN LUMBER SUPPLY COMPANY \*  
 TRADING AS MASTEN HOME CENTER, \*

\*\*\*\*\*

PETITION FOR ANNEXATION

The Petitioners, Masten Realty, Inc., owners in fee simple of the hereinafter described property, and Masten Lumber Supply Company T/A Masten Home Center, tenants, there being no residents in the area to be annexed, who join in this Petition to show their consent thereto, hereby petition the City Council of The City of Fruitland for the annexation of all of the parcel of land hereafter described in Exhibit A which is attached hereto and incorporated as a part hereof. This Petition is intended to be a formal Petition and confirmation of our prior discussions.

MASTEN REALTY, INC.

By *Daniel R. Masten, Pres.* (SEAL)  
 Daniel Masten, President

MASTEN LUMBER SUPPLY COMPANY  
 T/A MASTEN HOME CENTER

By *Daniel R. Masten, Pres.* (SEAL)  
 Daniel Masten, President

DATE: May 12, 1992

IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
MASTEN REALTY, INC., AND	*	WICOMICO COUNTY, MARYLAND
MASTEN LUMBER SUPPLY COMPANY	*	
TRADING AS MASTEN HOME CENTER,	*	

\*\*\*\*\*

EXHIBIT A

All that tract or parcel of land situate, lying and being in the Fruitland Election District of Wicomico County, Maryland, and binding upon the Northeasterly corporate boundary line or limit of the City of Fruitland, Maryland, and as more particularly described as follows, to wit: Beginning at a point on the northeasterly line of the corporate limits of the City of Fruitland, Wicomico County, Maryland, and its intersection with the easterly line of that right-of-way now or formally owned by Conrail Railroad, and thence running North 39 degrees, 57 minutes, 40 seconds East a distance of 242.869 feet to a cement post; thence running South 19 degrees, 52 minutes, 52 seconds East a distance of 579.70 feet to a cement post; thence running South 53 degrees, 11 minutes, 31 seconds West a distance of 307.313 feet to a point in the line of the existing corporate limits for the City of Fruitland, Wicomico County, Maryland, and thence running North 11 degrees, 9 minutes, 10 seconds West a distance of 553.571 feet to the point of beginning; which said lot or parcel of land is 3.1575 acres, more or less, the same being contiguous to the existing corporate limits of the City of Fruitland, Wicomico County, Maryland, and being shown on that certain plat entitled "Annexation Plat of the Remaining Portion of the Masten Realty, Inc. Property" dated April 29, 1992, made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors.

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CEDAR LANE/MASTEN ANNEXATION  
CERTIFICATION

This is to certify that I have examined the Petition for Annexation and have verified that to the best of my knowledge that the signatures thereon are genuine and the persons having signed the Petition represent the owners of at least twenty-five percent (25%) of the assessed evaluation of real property located in the area to be annexed and that there are no registered voters residing therein.

Wendell G. Mezick  
Wendell G. Mezick, President  
City Council of The City of Fruitland

5/12/92  
Date



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ANDREW C. MITCHELL, JR.  
ATTORNEY FOR THE CITY OF FRUITLAND  
111 West Main Street  
Salisbury, Maryland 21801  
NOTICE OF ANNEXATION  
TO THE CITY OF FRUITLAND  
CEDAR LANE/MASTEN ANNEXATION

All contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland.

NOTICE is hereby given by The City Council for The City of Fruitland that, on May 12, 1992, Annexation Resolution No. 1-92 was introduced and read at a regular meeting of the City Council of The City of Fruitland proposing and recommending that the boundaries of The City of Fruitland be changed so as to annex to and include within the boundaries of The City of Fruitland all that certain area of land therein identified as the "Cedar Lane/Masten Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter of The City of Fruitland and all Ordinances, Resolutions, Rules and Regulations thereof, and in particular providing that, upon the effective date of the annexation of the area therein proposed and recommended, all property in said area shall be subject to all provisions of the Charter of The City of Fruitland and all Ordinances, Resolutions, Rules and Regulations of The City of Fruitland in effect on said date to the same extent as to all other areas within the present corporate limits, except as specified in said Resolution and hereinafter set forth.

NOTICE is further hereby given by the City Council for The City of Fruitland that the Council will hold a public hearing on said Resolution and the said annexation therein proposed and recommended on:

TUESDAY, JULY 14, 1992  
AT 8:00 P.M.  
IN THE FRUITLAND CITY HALL  
FRUITLAND, MARYLAND

and that all interested persons are invited to attend said public hearing and present their views.

The proposed area and conditions of annexation are as follows:

A. PROPOSED AREA

All that tract or parcel of land situate, lying and being in the Fruitland Election District of Wicomico County, Maryland, and binding upon the Northeasterly corporate boundary line or limit of the City of Fruitland, Maryland, and as more particularly described as follows, to wit: Beginning at a point on the northeasterly line of the corporate limits of the City of Fruitland, Wicomico County, Maryland, and its intersection with the easterly line of

LISER

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that right-of-way now or formally owned by Conrail Railroad, and thence running North 39 degrees, 57 minutes, 40 seconds East a distance of 242.869 feet to a cement post; thence running South 19 degrees, 52 minutes, 52 seconds East a distance of 579.70 feet to a cement post; thence running South 53 degrees, 11 minutes, 31 seconds West a distance of 307.313 feet to a point in the line of the existing corporate limits for the City of Fruitland, Wicomico County, Maryland, and thence running North 11 degrees, 9 minutes, 10 seconds West a distance of 553.571 feet to the point of beginning; which said lot or parcel of land is 3.1575 acres, more or less, the same being contiguous to the existing corporate limits of the City of Fruitland, Wicomico County, Maryland, and being shown on that certain plat entitled "Annexation Plat of the Remaining Portion of the Masten Realty, Inc. Property" dated April 29, 1992, made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors.

#### B. SERVICES AND TAXES

1. As a condition of the aforesaid annexation, the Petitioners shall pay all advertising costs, property survey and all other related and miscellaneous costs in regard to said annexation. All legal work shall be done by the City Solicitor at the City's expense.

2. Petitioners, shall develop said property into a "Masten Home Center and/or related business and buildings. The area will be zoned C-4, Highway Business District.

3. Services will be available upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation. Water and sanitary sewer service will be contingent upon approval of an improvements construction plan, the payment to the City by Petitioners of all required fees, and charges and the completion of the construction necessary to so serve the property.

4. The cost of the improvements, specifically the extension of the City water line under Cedar Lane and to the property of the Petitioner, and the extension of the sanitary sewer line in the same manner and the appurtenant and related expenses thereto, will be paid for jointly by the City and Wicomico County, Maryland. Such payment mechanism is a condition precedent to construction of said lines. The City and County have each agreed to contribute a nonreimbursable sum of \$25,000 towards the cost of providing water and sanitary sewer systems to the area to be annexed, and which will also service an area currently within the City. Additionally, both the County and the City have agreed to contribute additional sums as necessary to complete the project not to exceed \$20,000 additional each as a reimbursable grant. A Special Taxing District will be created in the area to be served by the extended sanitary sewer system and water system, and that in such Special Taxing District a special front foot assessment will be imposed of a sufficient amount to repay the reimbursable grants referenced above, without interest, amortized over a period of 10 years.

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5. Petitioners shall be responsible for said annexation costs whether or not said annexation is approved by the City at large; it being understood by Petitioners that the City does not in any way guarantee said annexation. Furthermore, Petitioners understand and agree that should they abandon said Petition for Annexation, they shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, attorney's fees, advertising costs, survey costs, and any and other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioners and a reasonable time thereafter as needed to terminate and close out the matter.

6. The subject property will be required to use any and all City systems available at the time of development, construction and thereafter. Petitioners will be responsible for sewer laterals and water taps needed to serve Petitioner's property both in and out of the City.

7. Property taxes will be assessed at the first normal taxing period following annexation, subject however to the provisions of paragraph 8.

8. The City will waive the Business Personal Property Tax also known as the Inventory Tax for the year 1992, and will further waive one-half of said tax for the years 1993, 1994, 1995, and 1996, after which time the full Tax due shall be deemed collectible.

Notice is further hereby given by the City Council of The City of Fruitland that, following such public hearing, the City Council for The City of Fruitland is empowered by law to enact said resolution and, if so enacted, the said resolution provides that it shall take effect upon the expiration of the forty-five (45) days following passage, unless within such period a Petition for Referendum is filed meeting requirements of Article 23A of the Annotated Code of Maryland, as amended.

A copy of said Resolution may be examined at the City Hall, Fruitland, Maryland.

City of Fruitland  
Wendell G. Mezick,  
President of The City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:  
6/5,12,19,26  
Bill The City of Fruitland directly at:  
P.O. Drawer F  
Fruitland, Maryland

LIBER

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ANNEXATION RESOLUTION NO 1-92

A RESOLUTION of The City Council of the City of Fruitland proposing the annexation to The City of Fruitland of a certain area of land situated contiguous to and binding upon the Northeasterly Corporate Limits of The City of Fruitland, popularly known as the "Cedar Lane/Masten Annexation" bounded on the Northeast, East, Southeast and South by lands of Henry Hana; bounded on the Southwest and West by the Corporate Limits of The City of Fruitland; bounded on the Northwest and North by the lands now or formerly owned by Conrail.

WHEREAS, The City of Fruitland has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters (there being no such residents) and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon a portion of the Northeasterly corporate limits of The City of Fruitland and popularly known as the "Cedar Lane/Masten Annexation" for identification; and

WHEREAS, The City of Fruitland has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, there being none, and property owners of at least twenty-five percent (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 12th day of May, 1992, as will more particularly appear by the certification of Wendell G. Mezick, President of the City Council, attached hereto; and

WHEREAS, it appears that the petition meets all the requirements of the law.

LIBER

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SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND that it is hereby proposed and recommended that the boundaries of The City of Fruitland be changed so as to annex to and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that The City Council of The City of Fruitland hold a public hearing on the annexation hereby proposed on Tuesday, the 14th day of July, 1992, at 8:00 p.m. in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The City of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, That this resolution shall take effect

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upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

The above resolution was introduced and read and passed at the regular meeting of the Council of The City of Fruitland held on the 12th day of May, 1992, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 14 day of July, 1992.

ATTEST:

[Signature]

Shirley H. Myrick

Rebecca F. Anderson

[Signature]

Valerie D. [Signature]

Theodore O. [Signature]

IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
MASTEN REALTY, INC., AND	*	WICOMICO COUNTY, MARYLAND
MASTEN LUMBER SUPPLY COMPANY	*	
TRADING AS MASTEN HOME CENTER,	*	

\*\*\*\*\*

EXHIBIT A

All that tract or parcel of land situate, lying and being in the Fruitland Election District of Wicomico County, Maryland, and binding upon the Northeasterly corporate boundary line or limit of the City of Fruitland, Maryland, and as more particularly described as follows, to wit: Beginning at a point on the northeasterly line of the corporate limits of the City of Fruitland, Wicomico County, Maryland, and its intersection with the easterly line of that right-of-way now or formally owned by Conrail Railroad, and thence running North 39 degrees, 57 minutes, 40 seconds East a distance of 242.869 feet to a cement post; thence running South 19 degrees, 52 minutes, 52 seconds East a distance of 579.70 feet to a cement post; thence running South 53 degrees, 11 minutes, 31 seconds West a distance of 307.313 feet to a point in the line of the existing corporate limits for the City of Fruitland, Wicomico County, Maryland, and thence running North 11 degrees, 9 minutes, 10 seconds West a distance of 553.571 feet to the point of beginning; which said lot or parcel of land is 3.1575 acres, more or less, the same being contiguous to the existing corporate limits of the City of Fruitland, Wicomico County, Maryland, and being shown on that certain plat entitled "Annexation Plat of the Remaining Portion of the Masten Realty, Inc. Property" dated April 29, 1992, made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors.

ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 13th day of April, 1992, by and between MASTEN REALTY, INC., and MASTEN LUMBER AND SUPPLY COMPANY TRADING AS MASTEN HOME CENTER, both Delaware corporations authorized to do business in Maryland, hereinafter referred to as "Petitioners", and The City of Fruitland, a body politic and corporate of the State of Maryland, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, Petitioners (specifically Masten Realty, Inc.) are the owners of a tract or parcel of land situated and lying partly in The City of Fruitland and partly in the Fruitland Election District of Wicomico County, Maryland; and

WHEREAS, Petitioners have petitioned the City to annex the portion of that tract or parcel of land which is not currently within The City of Fruitland into the City limits of The City of Fruitland, the full parcel of said property being more particularly described as follows, to wit: "All that tract or parcel of land situate, lying and being partly in The City of Fruitland and partly in Fruitland Election District of Wicomico County, Maryland, on the Southeasterly side of and binding upon Cedar Lane (State Route 513) and on the Southeasterly side but not binding upon U.S. Route No. 13, beginning for the same at a concrete post situated on the Northeasterly line of Cedar Lane at a point which is located North 19 degrees, 2 minutes, 24 seconds West, a distance of 96.34 feet from a concrete post placed at the point where the Northeasterly line of property now or formerly owned by Milford G. Perdue



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intersects with the Northeasterly line of Cedar Lane, said point of beginning being the Southerly most point of the property; and from said point of beginning running by and with the Northeasterly right-of-way line of Cedar Lane North 19 degrees, 2 minutes, 24 seconds West 32.62 feet to a point; thence continuing by and with the Northeasterly right-of-way line of Cedar Lane North 11 degrees, 32 minutes, 33 seconds West 355.68 feet to a point; thence continuing by and with the Northeasterly right-of-way line of Cedar Lane North 10 degrees, 14 minutes, 36 seconds West, a distance of 117.72 feet to a concrete post placed on the Southeasterly side of the Conrail right-of-way; thence running by and with the Southeasterly line of the Conrail right-of-way North 39 degrees, 57 minutes, 40 seconds East 433.67 feet to a concrete post; thence running by and with land now or formerly owned by Community Building Supply Company, South 19 degrees, 52 minutes, 52 seconds East 579.07 feet to a concrete post; thence running by and with land now or formerly owned by Community Building Supply Company, South 53 degrees, 11 minutes, 31 seconds West 466.44 feet to the point of beginning, containing 4.97 acres more or less (including the portion of the parcel within the City Limits of The City of Fruitland), and as more fully described and shown on a plat entitled "Amended Plat-Property Survey-Cedar Lane Corporation" made by Hampshire, Hampshire & Andrews, dated June 28, 1984, and recorded in Plat Cabinet 6/20-80 among the Land Records of Wicomico County, Maryland."

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WHEREAS, said Petition has been considered and reviewed by the City Council of The City of Fruitland and as a condition precedent to said annexation, The City Council of Fruitland, Maryland, wishes to set forth the terms and provisions of annexation as provided for herein; and

WHEREAS, this Agreement is entered into for the purposes of setting forth the agreement between the Petitioners and City.

NOW, THEREFORE, in consideration of the mutual covenants hereby given from one party to the other and further good and valuable consideration, it is hereby agreed as follows:

1. The City Council of The City of Fruitland will consider a Resolution for the proposed annexation of the subject parcel contingent upon and subject to compliance with the conditions of this Agreement.

2. As a condition to the aforesaid annexation, the Petitioners shall pay all advertising costs, property survey and all other related and miscellaneous costs in regard to said annexation. All legal work shall be done by the City Solicitor at the City's expense.

3. Petitioners, shall develop said property into a "Masten Home Center and/or related business and buildings in keeping with the adjacent zoning. This development will be done in substantially the following schedule:

1. Commencement of Site Work: March 1992
2. Commencement of Main Building Erection: May 1992
3. Substantial completion of Main Building: August 1992
4. Retail Store Opening: Labor Day, 1992.

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4. Services will be available upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation. Water and sanitary sewer service will be contingent upon approval of an improvements construction plan, the payment to the City by Petitioners of all required fees, and charges and the completion of the construction necessary to so serve the property.

The cost of the improvements, specifically the extension of the City water line under Cedar Lane and to the property of the Petitioner, and the extension of the sanitary sewer line in the same manner and the appurtenant and related expenses thereto, will be paid for jointly by the City and Wicomico County, Maryland. Such payment mechanism is a condition precedent to this agreement. The City and County have each agreed to contribute a nonreimbursable sum of \$25,000 towards the cost of providing water and sanitary sewer systems to the area to be annexed, and including the area currently within the City. Additionally, both the County and the City have agreed to contribute additional sums as necessary to complete the project (currently estimated to be approximately \$20,000 additional each) as a reimbursable grant. It is understood and agreed that a Special Taxing District will be created in the area to be served by the extended sanitary sewer system and water system, and that in such Special Taxing District a special front foot assessment will be imposed of a sufficient amount to repay the reimbursable grants referenced above, without interest, amortized over a period of 10 years.

5. It is understood and agreed by the parties hereto that Petitioners shall be responsible for said annexation costs, as set

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out in Paragraph 2, whether or not said annexation is approved by the City at large; it being understood by Petitioners that the City does not in any way guarantee said annexation. Furthermore, Petitioners understand and agree that should they abandon said Petition for Annexation, they shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, attorney's fees, advertising costs, survey costs, and any and other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioners and a reasonable time thereafter as needed to terminate and close out the matter.

6. It is agreed and understood by Petitioners that the subject property will be required to use any and all City systems available at the time of development, construction and thereafter. Petitioners will be responsible for sewer laterals and water taps needed to serve Petitioner's property both in and out of the City.

7. Property taxes will be assessed at the first normal taxing period following annexation, subject however to the provisions of paragraph 9.

8. Petitioners shall pay to The City the costs incurred by the City for the property survey, advertisement, and miscellaneous expenses in regard to said annexation within thirty (30) days of the receipt of a statement or bill for the same from the City. Such a statement or bill, along with copies of the paid invoices shall be returned to the Petitioners upon finalization and completion of the annexation process.

9. In recognition of the fact that the Petitioners will be required to expend monies to construct the business referenced in Paragraph Number 3 above, and will be required to expend funds as referenced in Paragraphs Number 2 and 8 above, and further acknowledging the desire of the City to bring the parcel to be annexed within the City limits, and as an inducement to the Petitioners to seek annexation, the City hereby agrees that it will waive the Business Personal Property Tax also known as the Inventory Tax for the year 1992, and will further waive one-half of said tax for the years 1993, 1994, 1995, and 1996, after which time the full Tax due shall be deemed collectible.

10. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto, it being understood by the parties hereto that the enclosed Agreement constitutes a binding contract enforceable by either party.

11. This Agreement shall be governed by the laws of the State of Maryland

12. Should any provision of this Agreement be determined to be invalid by any Court of this State or in violation of any statute, law, or ordinance, then said invalidity will not affect the remainder of this Agreement.

13. It is hereby agreed and understood that this Agreement shall constitute a lien upon the subject property as set forth above and shall run with the subject property and shall be binding upon any and all Personal Representatives, heirs, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, we hereby sign our names and seals this day of April, 1992.

WITNESSES:

Sherry J. Clark

MASTEN REALTY, INC.

BY Daniel Masten (SEAL)  
Daniel Masten, President

Sherry J. Clark

MASTEN LUMBER SUPPLY COMPANY  
T/A MASTEN HOME CENTER

BY Daniel Masten (SEAL)  
Daniel Masten, President

Richard W. Meziel

CITY COUNCIL OF  
THE CITY OF FRUITLAND

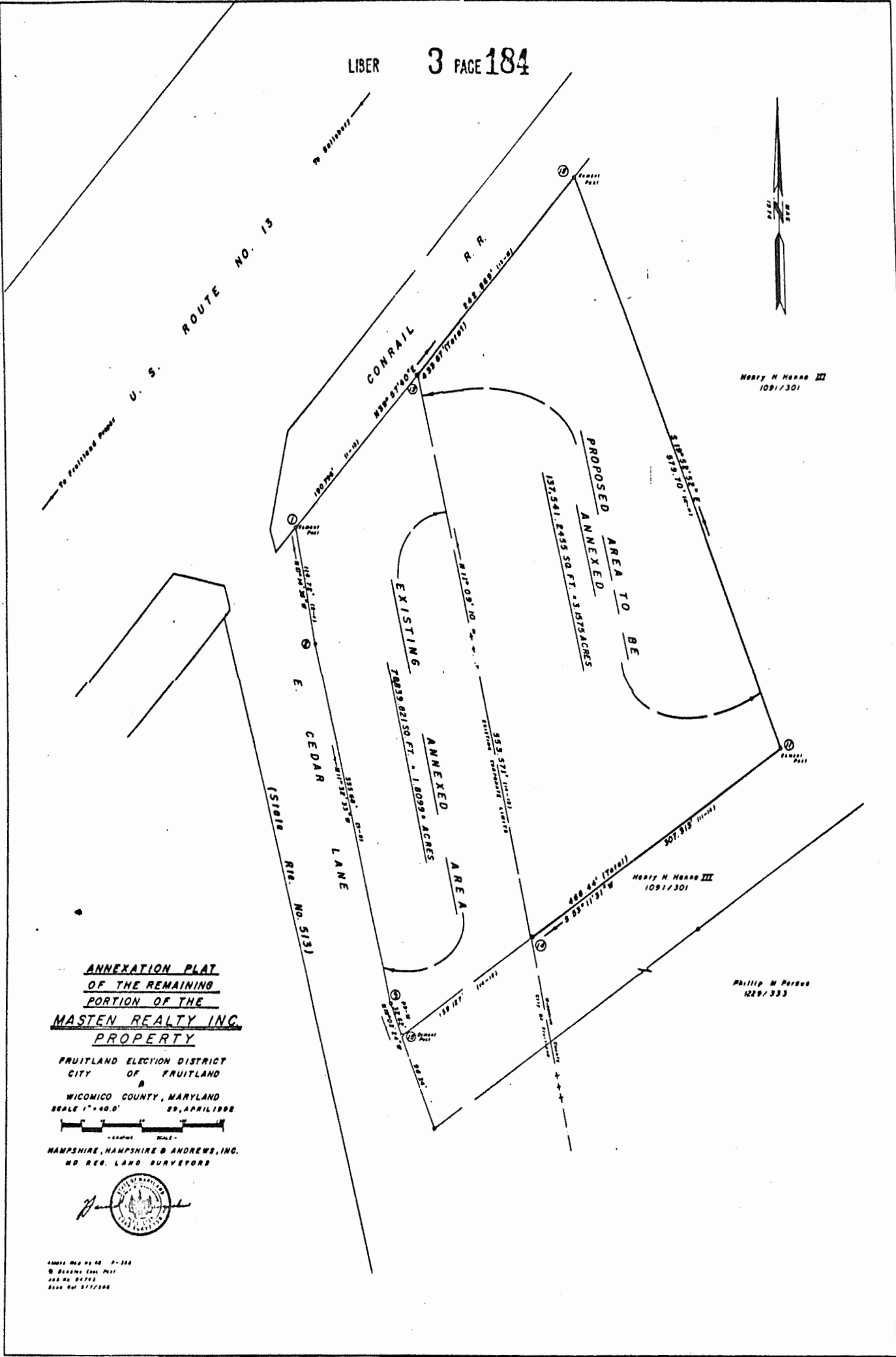
BY Wendell G. Meziel (SEAL)  
Wendell G. Meziel, President

State of Delaware  
County of Sussex

The foregoing instrument was acknowledged before me on this 14th day of April, 1992 by Daniel R. Masten, President of Masten Realty, Inc. and Masten Lumber and Supply Co., T/A Masten Home Center, Delaware corporations, on behalf of the corporations.

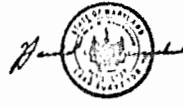
Sherry J. Clark  
Notary Public  
My Commission Expires 8/28/95.

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**ANNEXATION PLAT  
OF THE REMAINING  
PORTION OF THE  
MASTEN REALTY INC.  
PROPERTY**

FRUITLAND ELECTION DISTRICT  
CITY OF FRUITLAND  
WICOMICO COUNTY, MARYLAND  
SCALE 1" = 40.0'  
29, APRIL 1992  
HAMPSHIRE, HAMPSHIRE & ANDREWS, INC.  
MD. REG. LAND SURVEYORS

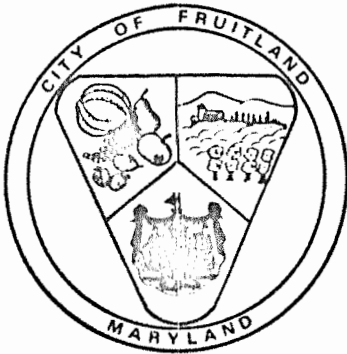


AMERICAN SURVEYING  
© BROADWAY CO. INC.  
JAN. 20, 1973  
SERIAL NO. 277298

Received for Record July 4, 1993 and recorded in the  
Records of Wicomico County, Maryland in Liber M.S.B. 198  
No. 3 Folios 106-184  
Mark S. Bower Clerk

EX 4 Andrew<sup>2</sup> Mitchell<sup>3</sup> City 7/7/93 6





LISER

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**CITY OF FRUITLAND**401 EAST MAIN STREET  
P. O. DRAWER F**FRUITLAND, MARYLAND 21826-0120**  
TELEPHONE 410-548-2800  
FAX 410-548-2808VALERIE J. MANN, President  
REBECCA F. ANDERSON, Treasurer  
WENDELL G. MEZICK, Councilman  
THEODORE O. LOKEY, Councilman  
J.R. RAINS, Councilman  
RICHARD M. POLLITT, JR., City Mgr./Clerk  
AMY B. CATON, Deputy Treasurer  
PAUL R. JACKSON, Police Chief  
JOSEPH P. DERBYSHIRE, Util. Dir.  
P. COOPER TOWNSEND, Pub. Wks. Dir.  
ANDREW C. MITCHELL, JR., Solicitor

June 4, 1993

Mr. Mark Bowen, Clerk  
Wicomico County Circuit Court  
Court House  
Salisbury, Maryland 21801

Re: Ames Plaza Annexation

Dear Mark:

As City Solicitor for the City of Fruitland, Wicomico County, Maryland, I hereby request that you file among the Annexation Records in your Court, in regard to an Annexation which is referred to by the City of Fruitland as the "Ames Plaza Annexation" the following documents:

1. Petition for Annexation with attached Exhibit A and attached Certification;
2. Notice of Annexation;
3. Annexation Resolution No. 2-92 to which is attached Exhibit A and Exhibit B, the later being the Annexation Agreement dated April 13, 1992 (an unexecuted copy is attached); and
4. The plat entitled "Ames Plaza Annexation Plat", made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors dated July 9, 1992.

A copy of the plat and Exhibit A have been made available to the local office of the Department of Assessment and Taxation. The necessary documentation has also been filed with the Department of Legislative Reference. I understand that there is no charge to the City for this filing.

Very truly yours,

Andrew C. Mitchell, Jr.  
City Solicitor

mpd\Andy\Fruitland.it

ACM/mpd  
Enclosure

FILED

JUN 4 4 10 PM '93

CLERK, WICOMICO CO.




IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
ROBERT C. BAKER AND	*	WICOMICO COUNTY, MARYLAND
LOOMIS J. GROSSMAN, JR. AND	*	
RICHARD A. GROSSMAN,	*	

\*\*\*\*\*

PETITION FOR ANNEXATION

The Petitioners, Robert C. Baker, Loomis J. Grossman, Jr., and Richard A. Grossman, owners in fee simple of the hereinafter described property, and there being no residents in the area to be annexed, who hereby petition the City Council of The City of Fruitland for the annexation of a parcel of land hereafter described in Exhibit A attached hereto and incorporated as a part hereof. This Petition is intended to be a formal Petition as a follow up to prior discussions.

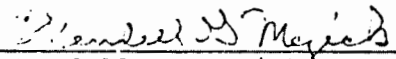
RECEIVED  
DATED: 6/9/92

 (SEAL)  
Robert C. Baker

\_\_\_\_\_  
(SEAL)  
Loomis J. Grossman, Jr.

\_\_\_\_\_  
(SEAL)  
Richard A. Grossman

RECEIVED ACKNOWLEDGED BY  
CITY COUNCIL OF THE CITY OF FRUITLAND

 (SEAL)  
Wendell G. Mezick, President

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IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
ROBERT C. BAKER AND	*	WICOMICO COUNTY, MARYLAND
LOOMIS J. GROSSMAN, JR. AND	*	
RICHARD A. GROSSMAN	*	

\*\*\*\*\*

EXHIBIT A

All that certain tract or parcel of land situate, lying and being partly in The City of Fruitland and partly in Fruitland Election District of Wicomico County, Maryland, on the Northwestern side of and binding upon that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and on the Easterly side of and binding upon Cedar Lane, also known as County Route 513, and as more particularly described as follows:

BEGINNING for the same at a cement post set on the Easterly line of Cedar Lane at its intersection with U.S. Route No. 13 and running thence by and with Cedar Lane the three following courses and distances: North 11 degrees, 39 minutes West, 181 feet to a cement post; South 78 degrees, 21 minutes West, 15 feet to a cement post; North 11 degrees, 09 minutes West, 328.64 feet to a cement post on the line of land now or formerly owned by Wood, Wood and Woodcock; thence running by and with other lands now or formerly those of Wood, Wood and Woodcock, North 38 degrees, 41 minutes East, 744.93 feet to an iron pipe; thence running South 21 degrees, 39 minutes East, 517.88 feet to a cement post on the Northwestern line of land of the State Roads Commission of Maryland, commonly referred to as U.S. Route 13; thence running by and with the Northwestern line of the aforesaid U.S. Route 13 South 38 degrees, 41 minutes West, 777.78 feet to a cement post; thence continuing by and with the Northwestern line of U.S. Route 13, North 79 degrees, 29 minutes West, 56.68 feet to the place of beginning, the same containing 8.20 acres more or less as per the plat of part of the property of Alice J. Wood, Emma L. Wood, and Mary W. Woodcock" made by Schafer and Hampshire and dated February 22, 1965, it being the same land conveyed by a Quit Claim Deed to the Petitioners by deed dated December 6, 1974, and recorded in the Land Records in Liber 830, Folio 998, by Regional Shopping Centers, Inc," and as will be more particularly shown on a survey to be performed before annexation.

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AMES PLAZA ANNEXATION  
CERTIFICATION

This is to certify that I have examined the Petition for Annexation and have verified that to the best of my knowledge that the signatures thereon are genuine and the persons having signed the Petition represent the owners of at least twenty-five percent (25%) of the assessed evaluation of real property located in the area to be annexed and that there are no registered voters residing therein.

Wendell G. Meziok  
Wendell G. Meziok, President  
City Council of The City of Fruitland

Date June 9, 1992

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ANDREW C. MITCHELL, JR.  
 ATTORNEY FOR THE CITY OF FRUITLAND  
 111 West Main Street  
 Salisbury, Maryland 21801  
 NOTICE OF ANNEXATION  
 TO THE CITY OF FRUITLAND  
 AMES PLAZA ANNEXATION

All contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland.

NOTICE is hereby given by The City Council for The City of Fruitland that, on June 9, 1992, Annexation Resolution No. 2-92 was introduced and read at a regular meeting of the City Council of The City of Fruitland proposing and recommending that the boundaries of The City of Fruitland be changed so as to annex to and include within the boundaries of The City of Fruitland all that certain area of land therein identified as the "Ames Plaza Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter of The City of Fruitland and all Ordinances, Resolutions, Rules and Regulations thereof, and in particular providing that, upon the effective date of the annexation of the area therein proposed and recommended, all property in said area shall be subject to all provisions of the Charter of The City of Fruitland and all Ordinances, Resolutions, Rules and Regulations of The City of Fruitland in effect on said date to the same extent as to all other areas within the present corporate limits, except as specified in said Resolution and hereinafter set forth.

NOTICE is further hereby given by the City Council for The City of Fruitland that the Council will hold a public hearing on said Resolution and the said annexation therein proposed and recommended on:

TUESDAY, AUGUST 4, 1992  
 AT 6:30 P.M.  
 IN THE FRUITLAND CITY HALL  
 FRUITLAND, MARYLAND

and that all interested persons are invited to attend said public hearing and present their views.

The proposed area and conditions of annexation are as follows:

A. PROPOSED AREA

All that tract or parcel of land situate, lying and being in the Fruitland Election District of Wicomico County, Maryland, and binding upon the Northeasterly corporate boundary line or limit of the City of Fruitland, Maryland, and as more particularly described as follows, to wit: BEGINNING for the same at a cement post set on the Easterly line of Cedar Lane at its intersection with U.S. Route No. 13 and running thence by and with Cedar Lane the three

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following courses and distances: North 11 degrees, 39 minutes West, 181 feet to a cement post; South 78 degrees, 21 minutes West, 15 feet to a cement post; North 11 degrees, 09 minutes West, 328.64 feet to a cement post on the line of land now or formerly owned by Wood, Wood and Woodcock; thence running by and with other lands now or formerly those of Wood, Wood and Woodcock, North 38 degrees, 41 minutes East, 744.93 feet to an iron pipe; thence running South 21 degrees, 39 minutes East, 517.88 feet to a cement post on the Northwesterly line of land of the State Roads Commission of Maryland, commonly referred to as U.S. Route 13; thence running by and with the Northwesterly line of the aforesaid U.S. Route 13 South 38 degrees, 41 minutes West, 777.78 feet to a cement post; thence continuing by and with the Northwesterly line of U.S. Route 13, North 79 degrees, 29 minutes West, 56.68 feet to the place of beginning, the same containing 8.20 acres more or less as per the plat of part of the property of "Alice J. Wood, Emma L. Wood, and Mary W. Woodcock" made by Schafer and Hampshire and dated February 22, 1965, it being the same land conveyed by a Quit Claim Deed to the Petitioners by deed dated December 6, 1974, and recorded in the Land Records in Liber 830, Folio 998, by "Regional Shopping Centers, Inc," and as will be more particularly shown on a survey to be performed before annexation to be made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors.

B. SERVICES AND TAXES

1. All costs shall be borne by City.
2. Petitioners, shall operate said property in keeping with the City zoning which shall be C-5, Shopping Center Business District.
3. Water services will be made available to Petitioners' property line upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation.
4. Sanitary sewer service is not currently available and will not be available to the premises at the time of annexation. Petitioners agree to continue utilizing the Urban Services District Agreement whereby which they obtain sanitary sewer services from the City of Salisbury through an agreement with the County of Wicomico. Petitioners agree, however, that upon appropriate capacity being available and upon written request by the City, that they will leave the Urban Services District and begin utilizing the then available sanitary sewer services of The City of Fruitland. NOTE: Sewer service will be made available to the Petitioners' property line.
5. The City does not in any way guarantee said annexation. Should Petitioners abandon said Petition for Annexation, they shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, attorney's fees, advertising costs, and any and all other miscellaneous charges related to said annexation incurred by

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the City up to the point of abandonment by the Petitioners and a reasonable time thereafter as needed to terminate and close out the matter.

6. Subject property will be required to use any and all City water and sewer systems available at the time of annexation and thereafter as provided herein. Petitioners will be responsible for sewer taps and laterals from their property line as needed to serve Petitioners' property.

7. Taxes will be assessed at the first normal taxing period following annexation.

8. Petitioners agree to grant to City a fifteen (15) foot easement or right-of-way at the rear of the property as may be necessary, at no cost to the City, for the purpose of installing water and/or sanitary sewer lines across said property at no cost to Petitioners to service areas further north of same at some time in the future.

Notice is further hereby given by the City Council of The City of Fruitland that, following such public hearing, the City Council for The City of Fruitland is empowered by law to enact said resolution and, if so enacted, the said resolution provides that it shall take effect upon the expiration of the forty-five (45) days following passage, unless within such period a Petition for Referendum is filed meeting requirements of Article 23A of the Annotated Code of Maryland, as amended.

A copy of said Resolution may be examined at the City Hall, Fruitland, Maryland.

City of Fruitland  
Wendell G. Mezick,  
President of The City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:

6/20,27

7/4,11

Bill The City of Fruitland directly at:

P.O. Drawer F

Fruitland, Maryland

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ANNEXATION RESOLUTION NO 2-92

A RESOLUTION of The City Council of the City of Fruitland proposing the annexation to The City of Fruitland of a certain area of land situated contiguous to and binding upon the Northeasterly Corporate Limits of The City of Fruitland, popularly known as the "Ames Plaza Annexation" located on the Northwesterly side of and binding upon Route 13 an on the Easterly side of West Cedar Lane.

WHEREAS, The City of Fruitland has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters (there being no such residents) and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon a portion of the Northeasterly corporate limits of The City of Fruitland and popularly known as the "Ames Plaza Annexation" for identification; and

WHEREAS, The City of Fruitland has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, there being none, and property owners of at least twenty-five percent (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 9th day of June, 1992, as will more particularly appear by the certification of Wendell G. Mezick, President of the City Council, attached hereto; and

WHEREAS, it appears that the petition meets all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY

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COUNCIL OF THE CITY OF FRUITLAND that it is hereby proposed and recommended that the boundaries of The City of Fruitland be changed so as to annex to and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to and binding upon the Northeasterly corporate limits of The City of Fruitland and being the land more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that The City Council of The City of Fruitland hold a public hearing on the annexation hereby proposed on Tuesday, the 4th day of August, 1992, at 6:30 p.m. in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The City of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, That this resolution shall take effect upon the expiration of forty-five (45) days following its final



passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

The above resolution was introduced and read and passed at the regular meeting of the Council of The City of Fruitland held on the 9th day of June, 1992, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 4th day of August, 1992.

ATTEST:

Richard M. Pollock

Shirley H. Meacham

Rebecca F. Anderson

Alvin J. Mann

Theodore O. Loney

\_\_\_\_\_

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IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION OF	*	OF THE CITY OF FRUITLAND
ROBERT C. BAKER AND	*	WICOMICO COUNTY, MARYLAND
LOOMIS J. GROSSMAN, JR. AND	*	
RICHARD A. GROSSMAN	*	

\*\*\*\*\*

EXHIBIT A

All that certain tract or parcel of land situate, lying and being in Fruitland Election District of Wicomico County, Maryland, on the Northwesterly side of and binding upon that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and on the Easterly side of and binding upon West Cedar Lane and as more particularly described as follows:

BEGINNING at a cement post in the existing corporate line of the corporate limits of The City of Fruitland, 1.73 feet Northeast of the easterly line of West Cedar Lane, and running thence North 38 degrees, 41 minutes, 00 seconds East, a distance of 743.20 feet to a cement post; thence running South 21 degrees, 38 minutes, 50 seconds East, a distance of 517.88 feet to a cement post in the right of way line of U.S. Route No. 13; thence running South 38 degrees, 41 minutes, 00 seconds West, a distance of 659.47 feet to a cement post at the intersection of the right of way line of U.S. Route No. 13 and the existing corporate limits for The City of Fruitland; thence running North 30 degrees, 19 minutes, 46 seconds West, a distance of 481.98 feet to the point of beginning, the same containing 7.245 acres more or less and being a portion of that land conveyed to the Petitioners by deed dated December 6, 1974, and recorded among the Land Records of Wicomico County, Maryland, in Liber 830, Folio 998, by Regional Shopping Centers, Inc., and as more particularly shown on that plat entitled "Ames Plaza Annexation Plat" made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors dated July 9, 1992.

ANNEXATION AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of June, 1992, by and between ROBERT C. BAKER, LOOMIS J. GROSSMAN, JR., and RICHARD A. GROSSMAN, hereinafter referred to as "Petitioners", and The City of Fruitland, a body politic and corporate of the State of Maryland hereinafter referred to as "City",

WITNESSETH:

WHEREAS, Petitioners are the owners of a tract or parcel of land situated and lying partly in The City of Fruitland and partly in the Fruitland Election District of Wicomico County, Maryland; and

WHEREAS, Petitioners have petitioned the City to annex the portion of that tract or parcel of land which is not currently within The City of Fruitland into the City limits of The City of Fruitland, the full parcel of said property being more particularly described as follows, to wit: "All that certain tract or parcel of land situate, lying and being partly in The City of Fruitland and partly in Fruitland Election District of Wicomico County, Maryland, on the Northwesterly side of and binding upon that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and on the Easterly side of and binding upon Cedar Lane, also known as County Route 513, and as more particularly described as follows:

BEGINNING for the same at a cement post set on the Easterly line of Cedar Lane at its intersection with U.S. Route No. 13 and running thence by and with Cedar Lane the three following courses and distances: North 11 degrees, 39 minutes West, 181 feet to a

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cement post; South 78 degrees, 21 minutes West, 15 feet to a cement post; North 11 degrees, 09 minutes West, 328.64 feet to a cement post on the line of land now or formerly owned by Wood, Wood and Woodcock; thence running by and with other lands now or formerly those of Wood, Wood and Woodcock, North 38 degrees, 41 minutes East, 744.93 feet to an iron pipe; thence running South 21 degrees, 39 minutes East, 517.88 feet to a cement post on the Northwesterly line of land of the State Roads Commission of Maryland, commonly referred to as U.S. Route 13; thence running by and with the Northwesterly line of the aforesaid U.S. Route 13 South 38 degrees, 41 minutes West, 777.78 feet to a cement post; thence continuing by and with the Northwesterly line of U.S. Route 13, North 79 degrees, 29 minutes West, 56.68 feet to the place of beginning, the same containing 8.20 acres more or less as per the plat of part of the property of Alice J. Wood, Emma L. Wood, and Mary W. Woodcock" made by Schafer and Hampshire and dated February 22, 1965, it being the same land conveyed by a Quit Claim Deed to the Petitioners by deed dated December 6, 1974, and recorded in the Land Records in Liber 830, Folio 998, by Regional Shopping Centers, Inc," and as will be more particularly shown on a survey to be performed before annexation.

WHEREAS, said Petition has been considered and reviewed by the City Council of The City of Fruitland and as a condition precedent to said annexation, The City Council of Fruitland, Maryland wishes to set forth the terms and provisions of annexation as provided for herein; and

WHEREAS, this Agreement is entered into for the purposes of

setting forth the agreement between the Petitioners and City.

NOW, THEREFORE, in consideration of the mutual covenants hereby given from one party to the other and further good and valuable consideration, it is hereby agreed as follows:

1. The City Council of The City of Fruitland will consider a Resolution for the proposed annexation of the subject parcel contingent upon and subject to compliance with the conditions of this Agreement.

2. All costs shall be borne by City.

3. Petitioners, shall operate said property in keeping with the City zoning.

4. Water services will be made available to Petitioners' property line upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation.

Sanitary sewer service is not currently available and will not be available to the premises at the time of annexation. Petitioners agree to continue utilizing the Urban Services District Agreement whereby which they obtain sanitary sewer services from the City of Salisbury through an agreement with the County of Wicomico. Petitioners agree, however, that upon appropriate capacity being available and upon written request by the City, that they will leave the Urban Services District and begin utilizing the then available sanitary sewer services of The City of Fruitland.

NOTE: Sewer service will be made available to the Petitioners' property line.

5. It is understood by Petitioners that the City does not in any way guarantee said annexation. Furthermore, Petitioners

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understand and agree that should they abandon said Petition for Annexation, they shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, attorney's fees, advertising costs, and any and other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioners and a reasonable time thereafter as needed to terminate and close out the matter.

6. It is agreed and understood by Petitioners that the subject property will be required to use any and all City water and sewer systems available at the time of annexation and thereafter as provided herein. Petitioners will be responsible for sewer taps and laterals from their property line as needed to serve Petitioner's property both in and out of the City at this time. Water taps have been provided by the Petitioners.

7. Taxes will be assessed at the first normal taxing period following annexation.

8. Petitioners agree to grant to City a fifteen (15) foot easement or right-of-way at the rear of the property as may be necessary, at no cost to the City, for the purpose of installing water and/or sanitary sewer lines across said property at no cost to Petitioners to service areas further north of same at some time in the future. Such easement or right-of-way shall be on terms and conditions approved by Petitioners. Petitioners shall exercise good faith in consideration of the terms and conditions and shall not unreasonably withhold approval.

9. This Agreement shall be binding upon the personal

representatives, heirs, successors and assigns of the parties hereto, it being understood by the parties hereto that the enclosed Agreement constitutes a binding contract enforceable by either party.

10. This Agreement shall be governed by the laws of the State of Maryland.

11. Should any provision of this Agreement be determined to be invalid by any Court of this State or in violation of any statute, law, or ordinance, then said invalidity will not affect the remainder of this Agreement.

12. It is hereby agreed and understood that this Agreement shall run with the subject property and shall be binding upon any and all Personal Representatives, heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, we hereby sign our names and seals this \_\_\_\_\_ day of June, 1992.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Robert C. Baker (SEAL)

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Loomis J. Grossman, Jr. (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Richard A. Grossman (SEAL)

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CITY COUNCIL OF THE  
CITY OF FRUITLAND

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Wendell G. Mezick, President

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