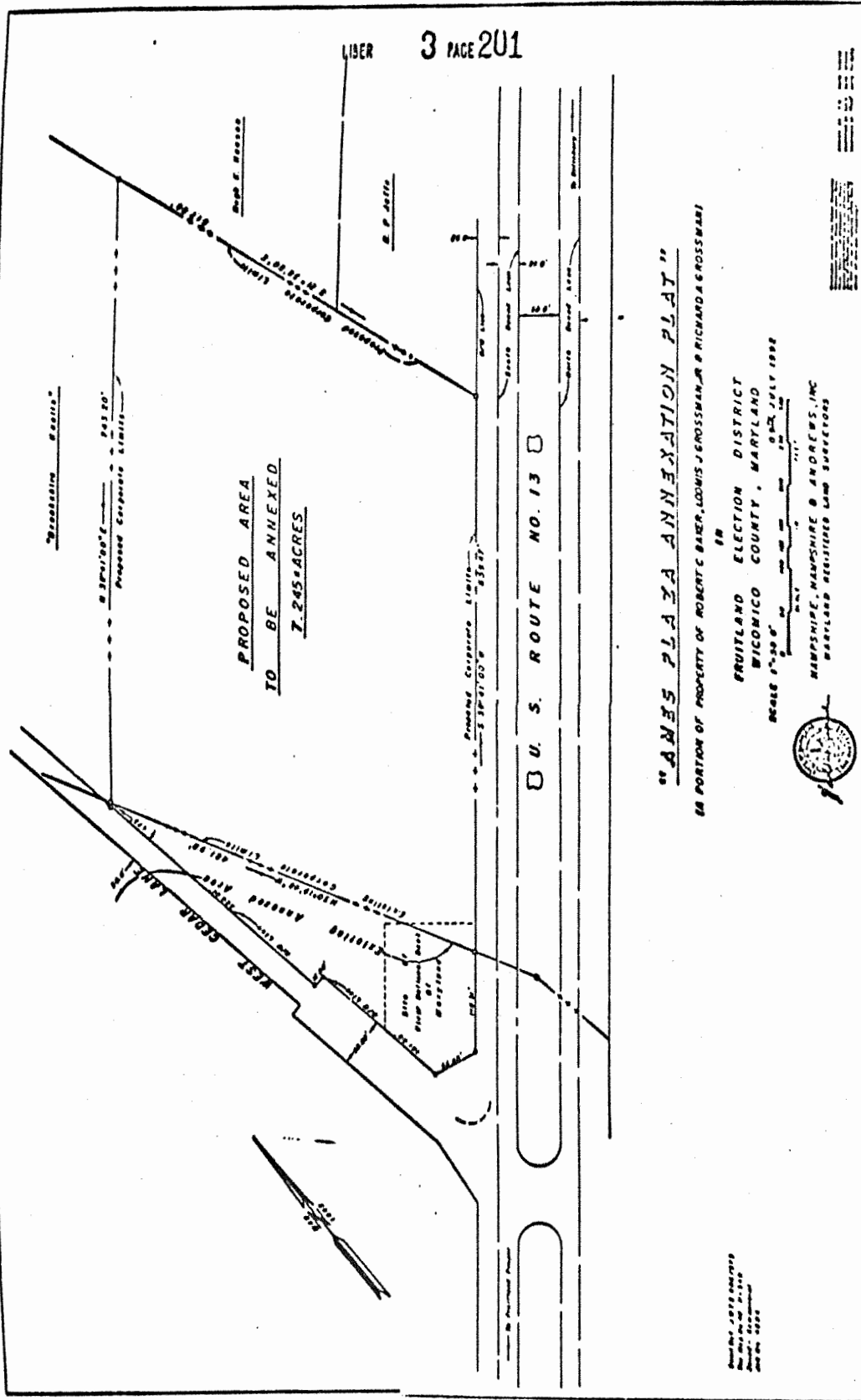


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"AMES PLAZA ANNEXATION PLAN"

IN PART OF PROPERTY OF ROBERT C. BAKER, LOUIS J. GROSSMAN & RICHARD A. GROSSMAN

FRUITLAND ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

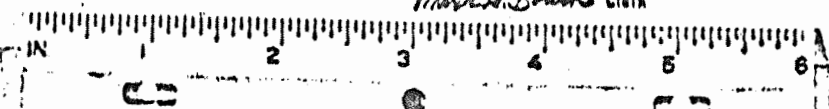
SCALE 1" = 200' JULY 1992

HAMPSHIRE, HAMPSHIRE & ANDREWS, INC.
MARYLAND REGISTERED LAND SURVEYORS



Received for Record July 4, 1992 and recorded in the
 Records of Wicomico County, Maryland in Liber AA-87 at
 No. 185-221 Folios 185-221

Marked Bowers Clerk



Ex-D Andrew Mitchell Atty 7/7/93

RESOLUTION OF THE BOARD OF SUPERVISORS OF ELECTIONS
FOR WICOMICO COUNTY

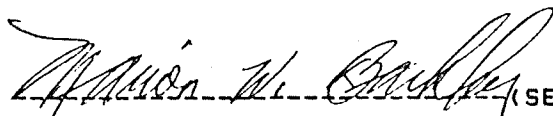
WHEREAS, the Board of Supervisors of Elections for Wicomico County, Maryland, has determined that a change should be made in the Election Districts of three (Tyaskin) and twelve (Nanticoke), to effect more efficient and convenient voting facilities; and

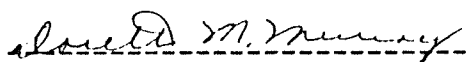
WHEREAS, in order to effect greater efficiency and convenience, the Board of Supervisors of Elections has determined that a new Election District should be created which would be known as the Westside Election District; and thereafter generally be referred to as District 17; and

WHEREAS, the Board of Supervisors of Election is of the unanimous opinion that this resolution would be in the best interest of the voters of Wicomico County situated in the affected area, and would allow for more efficient and convenient voting,

NOW, THEREFORE, BE IT RESOLVED, that the revised District 17 (Westside District) will be that area generally beginning with the confluence of the Nanticoke River and Quantico Creek; thence running in a general Easterly direction by and with said Quantico Creek to Dennis Creek; thence running in a Southerly direction by and with said Dennis Creek to the Northwesterly head waters of Green Hill Creek; thence running by and with said Green Hill Creek in a Southeasterly direction to the Wicomico River; thence running by and with said Wicomico River in a general Southwesterly direction to its confluence with the Nanticoke River; thence running by and with the Nanticoke River in a general Northerly direction along the most southwesterly portion of Wicomico County to the place of beginning on Quantico Creek.

IN WITNESS WHEREOF, the undersigned members of the Board of Supervisors of Election for Wicomico County, Maryland, affix their hands and seal this 9th day of March, 1993.


----- (SEAL)
Marion W. Barkley-Chairman


----- (SEAL)
Dorette M. Murray-Secretary


----- (SEAL)
C. Edward Hayes

In compliance with Article 33, of the Annotated Code of Maryland; Section 2-12 which states:

- (a) Powers of boards. - The boards, whenever they deem it to be expedient for the convenience of voters, may:
 - (1) Subdivide into precincts any election district in their respective counties or ward in Baltimore City, as the case may be;
 - (2) Subdivide any election precinct in the counties or Baltimore City, as the case may be;
 - (3) Change the boundaries of any election precinct in the counties or Baltimore City, as the case may be;
 - (4) Designate new polling places in any such election district, ward, or precinct as they may deem necessary, or change the location of an existing polling place;
 - (5) Combine or abolish precincts as may be necessary.

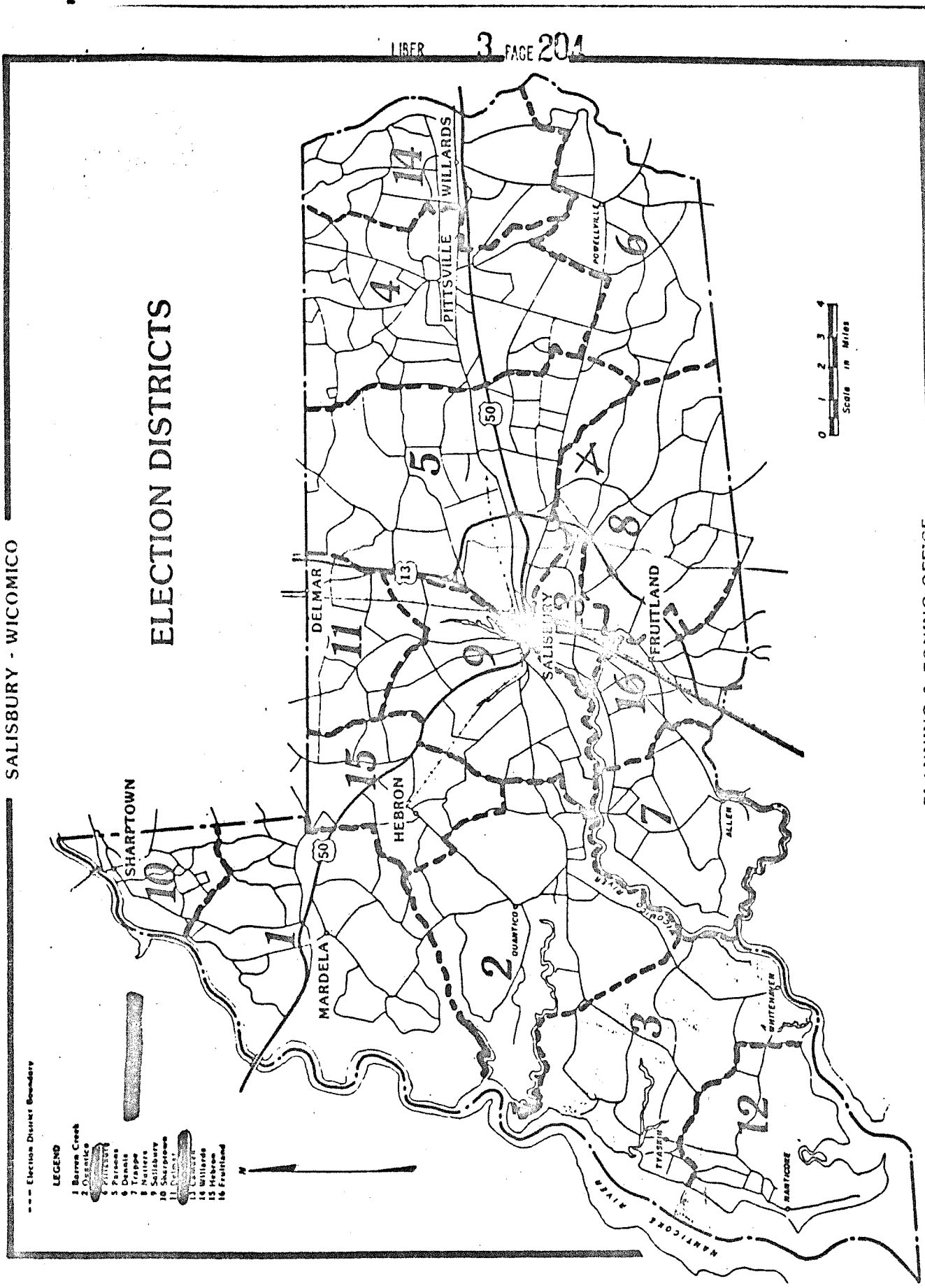
The Board of Supervisors of Elections of Wicomico County has, as of March 9, 1993:

- (1) Abolished District 3 (Tyaskin) and District 12 (Nanticoke)
- (2) Created a District designated as District 17 (Westside) comprised of the Election Districts formerly designated as District 3 (Tyaskin) and District 12 (Nanticoke) with the polling place remaining in the same location as before.

SALISBURY - WICOMICO

ELECTION DISTRICTS

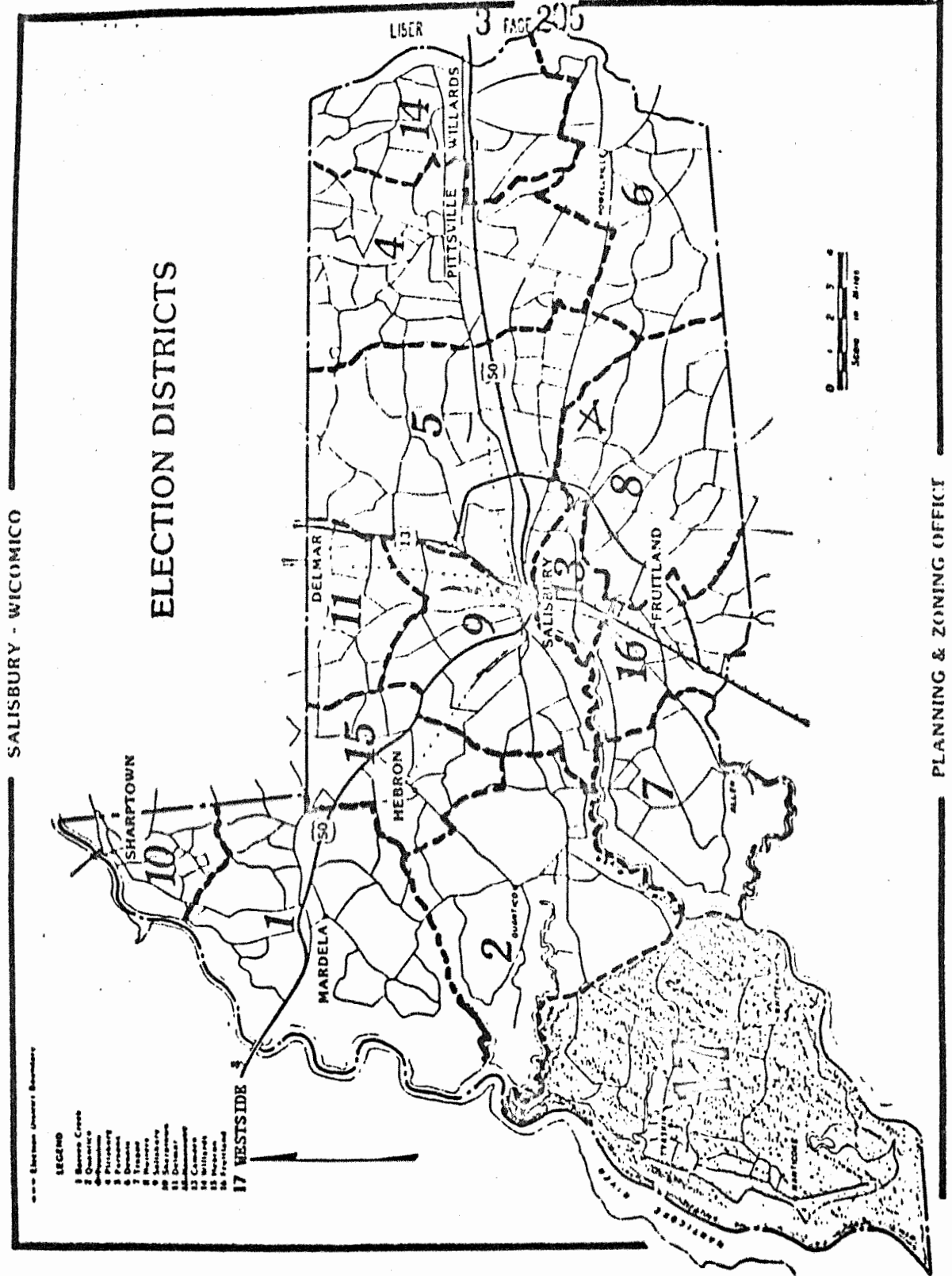
PLANNING & ZONING OFFICE



- LEGEND**
- 1 Barron Creek
 - 2 Ossentice
 - 3 Pittsville
 - 4 Parsons
 - 5 Daniels
 - 6 Maple
 - 7 Salisbury
 - 8 Sharptown
 - 9 Delmar
 - 10 Shartown
 - 11 Mardela
 - 12 Crows
 - 13 Willards
 - 14 Fruitland
 - 15 Hebron
 - 16 Fruitland



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Received for Record *Oct 27 1993* and recorded in the
Wicomico Records of Wicomico County, Maryland in Liber *A 95*
 No. *3* Folios *202-205*
Mark S. Bower Clerk

Ex-D Board of Elections 2/2/94

RESOLUTION NO. 1992-1

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits to the Town of Delmar located on the Northerly side of Foskey Lane and westerly of and including a portion of Maryland Avenue, to be known as the "Foskmar Annexation".

WHEREAS, the Town of Delmar has received a petition to annex, 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 Southwesterly corporate limits of the Town of Delmar and to be known as the "Foskmar Annexation" for identification; and,

WHEREAS, the Town of Delmar 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 and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of December 11, 1992, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, 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 MAYOR AND COMMISSIONERS OF DELMAR, That it is hereby proposed and recommended that the boundaries of the Town of Delmar 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, located on the Northerly side of Foskey Lane and Westerly of and including a portion of Maryland Avenue, and being more particularly described as Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 MAYOR AND COMMISSIONERS OF DELMAR, That the Commissioners hold a public hearing on the annexation hereby proposed on Monday, February 8, 1993, at 8:00 o'clock p.m. in the Delmar Town Hall 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 Delmar, 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 the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 Mayor and Commissioners of Delmar held on this 14th day of December, 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 this 8 day of March, 1993.

Roberta Ernest
Roberta Ernest, Town Manager

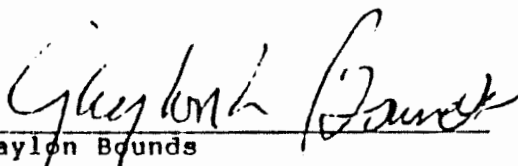
P. Douglas Niblett
P. Douglas Niblett, Mayor

*Photocopy
not
Original*

FOSKMAR ANNEXATION

CERTIFICATION

This is to certify that I have verified the petitions for annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


Gaylon Bounds

*Photocopy not
original*

LIBER 3 PAGE 209
EXHIBIT "A"

"FOSKMAR ANNEXATION"

All that parcel or tract of land located in the Delmar Election District, Wicomico County, State of Maryland, and being located on and binding, in part, on the Northerly side of Foskey Lane, also known as County Road No. 404 and binding, in part, and including a portion of Maryland Avenue, and being more particularly described as follows: Beginning and binding on the existing corporation limits of the Town of Delmar for the outlines of same at a point on the Northerly line of Foskey Lane at the intersection with the Easterly line of Maryland Avenue, said point being designated and shown as No. 13 on the hereinafter referred to plat and said point also being the Southeasternmost corner of the property herein described and being the Southwestern most corner of the existing corporate limit line of the Town of Delmar; thence (1) running by and with the Easterly line of Maryland Avenue and the existing corporate limit line for the Town of Delmar, along the land now or formerly owned by Delmar Water Commission, Profax Gas Corp., Jerry H. Moore and Williams Refrigerator Express, Inc., North 02 degrees 43 minutes 46 seconds East a distance of 645.77 feet to a point on the Easterly line of Maryland Avenue designated and shown as No. 12A on said plat; thence (2) crossing Maryland Avenue North 87 degrees 16 minutes 14 seconds West a distance of 30.00 feet to a point on the Westerly line of Maryland Avenue designated and shown as No. 12 on said plat; thence (3) running by and with the Westerly line of Maryland Avenue, North 02 degrees, 43 minutes 46 seconds East a distance of 125.61 feet to a point designated and shown as No. 11, said point being the Southeasternmost corner of the land now or formerly owned by William T. and Dora E. Cannon; thence running by and with the Southerly and Southwesterly line of said Cannon land the following five courses and distances: (4) North 85 degrees 03 minutes 39 seconds West a distance of 219.52 feet to a point designated and shown as No. 10; thence

(5) South 67 degrees 51 minutes 21 seconds West a distance of 310.86 feet to a point designated and shown as No. 9; thence (6) North 21 degrees 24 minutes 30 seconds West a distance of 1,340.23 feet to a point designated and shown as No. 8; thence (7) North 21 degrees 00 minutes 41 seconds East a distance of 289.76 feet to a point designated and shown as No. 7; thence (8) North 38 degrees 28 minutes 10 seconds West a distance of 294.36 feet to a point on the Southeasterly line of the land now or formerly owned by Jack Lang, et al., said point being designated and shown as No. 6; thence (9) running by and with the Easterly line of said Lang land South 51 degrees 11 minutes 47 seconds West a distance of 1,246.26 feet to a point on the Northeasterly line of the land now or formerly owned by Charles E. and Della E. Beauchamp, said point being designated and shown as No. 5; thence running by and with the Northeasterly line of the said Beauchamp land the following four courses and distances: (10) South 39 degrees 27 minutes 08 seconds East a distance of 614.46 feet to a point designated and shown as No. 4; thence (11) South 73 degrees 35 minutes 27 seconds East a distance of 121.18 feet to a point designated and shown as No. 3; thence (12) South 40 degrees 21 minutes 52 seconds East a distance of 319.34 feet to a point designated and shown as No. 2; thence (13) South 26 degrees 28 minutes 52 seconds East a distance of 946.85 feet to a point on the Northerly line of a subdivison known as Foxwood, said point being designated and shown as No. 1; thence running by and with the Northerly line of said Foxwood subdivison the following three courses and distances: (14) South 88 degrees 07 minutes 09 seconds East a distance of 261.14 feet to a point designated and shown as No. 18; continuing (15) South 88 degrees 07 minutes 09 seconds East a distance of 154.92 to a point designated and shown as No. 17; thence (16) South 07 degrees 41 minutes 51 seconds West a distance of 12.04 feet to the Northerly line of said Foskey Lane, said point being designated and shown as No. 17; thence running along the Northerly line of said Foskey

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Lane the following three courses and distances: (17) by and with a curve with a radius of 362.57 feet, for a distance of 151.5 feet to a point designated and shown as No. 15; thence (18) South 84 degrees 18 minutes 45 seconds East a distance of 311.66 feet to a point designated and shown as No. 14; thence (19) South 87 degrees 16 minutes 14 seconds East a distance of 30.0 feet to the existing corporate limits of the Town of Delmar and the place of beginning, containing 47.49 acres of land, more or less; as shown on a plat entitled "Foskmar Annexation, Town of Delmar", dated October 21, 1992, revised January 11, 1993, prepared by John H. Plummer and Associates, Inc.

EXHIBIT "B"

TERMS AND CONDITIONS OF ANNEXATION

A. SERVICES AND TAXES

1. Property taxes will be assessed upon all the annexed property at the full rate of taxes at the first normal taxing period following annexation.

2. The annexed area will be provided normal Town services upon request, subject however, to current Town policies. Any services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as possible.

B. GENERAL PROVISIONS

1. After the effective date of the annexation, the provisions of the Charter of the Town of Delmar and all ordinances, resolutions, rules and regulations of the Town of Delmar in effect on said date shall apply to the annexed area to the same extent as to the Town as a whole.

2. The Developer agrees to pay the cost of construction for all utilities required to support the proposed development including off-site water mains and sanitary service to the point of connection with existing Town lines. The construction of the utilities shall be in strict accordance with the standards and specifications of the Town of Delmar and it is further understood that the Developer will remain responsible for maintenance of said utilities until accepted by the Town. Any and all reasonable costs that the Town incurs for the inspection of the utilities during construction will be borne by the Developer.

3. The Developer shall pay the required tap fees of \$2,000.00 for sewer and \$350.00 for water, per unit, in full, prior to a unit being connected to the Town lines.

4. A sewer service capacity demand limit of 81,300 gallons per day average for the area to be annexed is imposed and accepted by the Developer. The Developer understands that sewer

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service capacity is dependant upon substantial progress on the development of the annexed area within one (1) year of the date that the annexation becomes final or the Town shall not be obligated to provide any sewer service. Substantial Progress shall be defined to include, but not be limited to, the Developer having submitted final subdivision plats and utility drawings to the Town for approval.

5. Development of the parcel to be annexed shall be restricted to:

A) Single Family Residential

Total Units = 106 units

B) Low rise 1-3 story multi-family residential:

Total Units = 165 units

However, the above development shall only be permitted where specifically allowed pursuant to Town zoning laws and procedures.

6. The Developer agrees to provide all on-site public streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.

7. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be as follows:

A) all lands will be zoned R-2.

8. The Developer shall be exempted from front foot assessments for each lot or area not developed within the annexed parcel for a period of seven (7) years from the date of final approval of this resolution, however, as a lot is connected to the Town sewer lines, that lot shall be subject to a front foot assessment.

C. MISCELLANEOUS

1. As a condition of this annexation, the petitioners shall pay the cost and expenses, including advertising costs and legal fees, associated with the annexation.

Received for Record *Jan 6 1995* and recorded in the *Wic G. Ord.* Records of Wicomico County, Maryland in Liber *A. 9. 2.* No. 3 Folios 206-213

Phil B. Rowan

Mark S. Bowen Clerk

LIBER 3 PAGE 214
RESOLUTION NO. 1993-2

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits to the Town of Delmar located primarily on the Easterly side of U.S. Route 13 and Southerly of and including a portion of Route 54 also known as Line Road, to be known as the "Eastside Annexation".

WHEREAS, the Town of Delmar has received a petition to annex, 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 Delmar and to be known as the "Eastside Annexation" for identification; and,

WHEREAS, the Town of Delmar 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 and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of April 8, 1993, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, 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 MAYOR AND COMMISSIONERS OF DELMAR, That it is hereby proposed and recommended that the boundaries of the Town of Delmar 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, located primarily on the Easterly side of U.S. Route 13 and Southerly of and including a portion of Route 54 also known as Line Road, and being more particularly described as Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE ^{LIBER} IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 MAYOR AND COMMISSIONERS OF DELMAR, That the Commissioners hold a public hearing on the annexation hereby proposed on Monday, July 12, 1993, at 8:00 o'clock p.m. in the Delmar Town Hall 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 Delmar, 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 the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 Mayor and Commissioners of Delmar held on this 12th day of April, 1993, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 26th day of July, 1993.

Roberta Ernest
Roberta Ernest, Town Manager

P. Douglas Niblett
P. Douglas Niblett, Mayor


*Photocopy
not
original*

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EASTSIDE ANNEXATION

CERTIFICATION

This is to certify that I have verified the petitions for annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


Gaylon Bounds

*Photocopy
not
original*

LIBER 3 PAGE 217
EXHIBIT "A"

"EASTSIDE ANNEXATION"

All that parcel of land situate, lying and being located part in the Delmar Election District and part in the Parsons Election District, Wicomico County, State of Maryland, and being located on both sides of Stage Road, and the greater portion being located East of U.S. Route 13 and South of Line Road, also known as Route 54, and contiguous to the Easterly line of the Town of Delmar and being more particularly described as follows: BEGINNING of the outlines for the same at a point designated and shown as point "A" on the hereinafter referred to plat, point "A" being located on the Northerly side of Line Road, at the existing Easternmost Corporate limit of the Town of Delmar on Line Road; thence by and with the Northerly line of Line Road, South 89 degrees, 18 minutes 50 seconds East a distance of 243.522 feet to Pt# 1; continuing and crossing U.S. Route 13, South 89 degrees 18 minutes 50 seconds East a distance of 511.025 feet to Pt# 2; thence crossing Line Road South 00 degrees 41 minutes 10 seconds West a distance of 63.000 feet to Pt# 3 on the Southerly side of Line Road; thence by and with the Southerly line of Line Road North 88 degrees 58 minutes 04 seconds East a distance of 100.045 feet to Pt# 4; thence along Line Road and crossing Stage Road South 89 degrees 18 minutes 50 seconds East a distance of 595.077 feet to Pt# 5 on the Easterly side of Stage Road; thence running by and with the Easterly side of Stage Road the following courses and distances: South 47 degrees 01 minutes 31 seconds West a distance of 47.280 feet to Pt# 6; South 03 degrees 23 minutes 39 seconds West a distance of 1278.059 feet to Pt# 7; North 84 degrees 43 minutes 22 seconds East a distance of 5.652 feet to Pt# 8; South 03 degrees 11 minutes 55 seconds West a distance of 120.009 feet to Pt# 9; thence leaving Stage Road and running the following courses and distances: South 88 degrees 56 minutes 24 seconds East a distance of 1044.880 feet to Pt# 10; North 00

degrees 03 minutes 32 seconds East a distance of 383.970 feet to Pt# 11; South 87 degrees 43 minutes 44 seconds West a distance of 363.664 feet to Pt# 12; North 00 degrees 13 minutes 26 seconds East a distance of 849.095 feet to Pt# 13; South 89 degrees 16 minutes 57 seconds East a distance of 200.000 feet to Pt# 14; North 00 degrees 13 minutes 28 seconds East a distance of 220.000 feet to Pt# 15 on the Southerly side of Line Road; thence running by and with the Southerly side of Line Road South 89 degrees 16 minutes 57 seconds East a distance of 3244.010 feet to Pt# 16; thence leaving Line Road and running the following courses and distances: South 20 degrees 38 minutes 35 seconds West a distance of 1047.047 feet to Pt# 17; South 86 degrees 57 minutes 46 seconds West a distance of 414.555 feet to Pt# 18; South 03 degrees 13 minutes 03 seconds East a distance of 830.326 feet to Pt# 19; South 28 degrees 36 minutes 21 seconds West a distance of 276.788 feet to Pt# 20; South 32 degrees 07 minutes 34 seconds West a distance of 160.490 feet to Pt# 21; North 57 degrees 52 minutes 26 seconds West a distance of 335.721 feet to Pt# 22; South 89 degrees 08 minutes 28 seconds West a distance of 1013.386 feet to Pt# 23; South 00 degrees 15 minutes 19 seconds West a distance of 269.761 feet to Pt# 24; South 88 degrees 57 minutes 31 seconds West a distance of 853.009 feet to Pt# 25; South 01 degrees 02 minutes 28 seconds East a distance of 373.400 feet to Pt# 26; thence along a curve with a radius of 25.000 feet, and a chord of South 46 degrees 02 minutes 28 seconds East a distance of 35.355 feet to Pt# 27 to the Northerly line of Gordy Mill Road; thence running by and with the Northerly line of Gordy Mill Road South 88 degrees 57 minutes 32 seconds West a distance of 100.000 feet to Pt# 28; thence leaving Gordy Mill Road and running the following courses and distances; North 01 degrees 02 minutes 28 seconds West a distance of 350.000 feet to Pt# 29; South 88 degrees 57 minutes 32 seconds West a distance of 421.200 feet to Pt# 30; South 01

degrees 14 minutes 14 seconds East a distance of 330.070 feet to Pt# 31; thence along a curve with a radius of 20.000 feet and a chord of South 46 degrees 08 minutes 21 seconds East a distance of 28.236 feet to Pt# 32; thence South 01 degrees 02 minutes 28 seconds East a distance of 10.162 feet to Pt# 33 to the Northerly line of Gordy Mill Road; thence running by and with the Northerly line of Gordy Mill Road South 88 degrees 57 minutes 32 seconds West a distance of 69.432 feet to Pt# 34; thence leaving Gordy Mill Road and running the following courses and distances: North 01 degrees 14 minutes 23 seconds West a distance of 330.200 feet to Pt# 35; South 89 degrees 40 minutes 31 seconds West a distance of 300.000 feet to Pt# 36; South 01 degrees 14 minutes 23 seconds East a distance of 150.000 feet to Pt# 37; South 89 degrees 40 minutes 31 seconds West a distance of 266.640 feet to Pt# 38 on the Easterly line of Stage Road; thence running by and with the Easterly line of Stage Road and crossing Gordy Mill Road the following courses and distances: South 02 degrees 51 minutes 30 seconds West a distance of 361.112 feet to Pt# 39; North 89 degrees 14 minutes 09 seconds East a distance of 15.040 feet to Pt# 40; South 03 degrees 25 minutes 20 seconds West a distance of 192.279 feet to Pt# 41; thence leaving Stage Road and running South 83 degrees 08 minutes 06 seconds East a distance of 368.323 feet to Pt# 42 on Jackson Branch; thence running by and with Jackson Branch the following courses and distances: South 06 degrees 19 minutes 51 seconds East a distance of 113.414 feet to Pt# 43; South 14 degrees 15 minutes 10 seconds West a distance of 212.580 feet to Pt# 44; thence leaving Jackson Branch and running North 86 degrees 34 minutes 41 seconds West a distance of 346.926 feet to Pt# 45 on the Easterly line of Stage Road; thence running by and with the Easterly line of Stage Road along a curve with a radius of 1706.443 feet, with a chord of South 08 degrees 39 minutes 27 seconds West a distance of 311.453 feet to Pt# 46; thence leaving Stage Road and running South 76 degrees

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06 minutes 33 seconds East a distance of 310.386 feet to Pt# 47 on Jackson Branch; thence running by and with Jackson Branch South 14 degrees 15 minutes 10 seconds West a distance of 400.140 feet to Pt# 48; thence leaving Jackson Branch South 89 degrees 53 minutes 19 seconds West a distance of 332.440 feet to Pt# 49 on the Easterly line of Stage Road; thence running by and with the Easterly line of Stage Road, crossing Williams Mill Pond Road, South 13 degrees 52 minutes 02 seconds West a distance of 1749.305 feet to Pt# 50; thence crossing Stage Road, and running North 89 degrees 47 minutes 25 seconds West a distance of 984.501 feet to Pt# 51 on the Easterly line of U.S. Route 13; thence running by and with the Easterly line of U.S. Route 13, North 09 degrees 58 minutes 57 seconds East a distance of 883.770 to Pt# 52; thence leaving U.S. Route 13 and running the following courses and distances: South 81 degrees 29 minutes 42 seconds East a distance of 150.815 feet to Pt# 53; North 09 degrees 30 minutes 17 seconds East a distance of 1119.820 to Pt# 54; North 79 degrees 57 minutes 52 seconds West a distance of 141.427 feet to Pt# 55 on the Easterly line of U.S. Route 13; thence running by and with the Easterly line of U.S. Route 13 crossing Foskey Lane, North 09 degrees 58 minutes 57 seconds East a distance of 628.111 feet to Pt# 56; thence leaving U.S. Route 13 and running the following courses and distances: South 79 degrees 01 minutes 26 seconds East a distance of 279.232 feet to Pt# 57; North 09 degrees 58 minutes 57 seconds East a distance of 138.799 feet to Pt# 58; South 78 degrees 43 minutes 04 seconds East a distance of 450.880 feet to Pt# 59; South 09 degrees 58 minutes 57 seconds West a distance of 449.845 feet to Pt# 60 on the Northerly line of Foskey Lane; thence by and with the Northerly line of Foskey Lane South 78 degrees 32 minutes 26 seconds East a distance of 355.034 feet to Pt# 61 at the intersection of the Northerly line of Foskey Lane and the Westerly line of Stage Road; thence running by and with the Westerly line of Stage Road

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the following courses and distances: North 13 degrees 53 minutes 37 seconds East a distance of 93.712 feet to Pt# 62; along a curve with a radius of 1661.443 feet and a chord of North 08 degrees 39 minutes 28 seconds East a distance of 303.239 feet to Pt# 63; North 03 degrees 25 minutes 20 seconds East a distance of 103.886 feet to Pt# 64; North 79 degrees 49 minutes 40 seconds West a distance of 15.105 feet to Pt# 65; North 03 degrees 25 minutes 20 seconds East a distance of 428.210 feet to Pt# 66; South 86 degrees 34 minutes 40 seconds East a distance of 14.999 feet to Pt# 67; North 02 degrees 51 minutes 30 seconds East a distance of 361.049 feet to Pt# 68; North 03 degrees 44 minutes 37 seconds East a distance of 209.383 feet to Pt# 69; North 03 degrees 11 minutes 55 seconds East a distance of 1109.459 feet to Pt# 70; North 03 degrees 23 minutes 39 seconds East a distance of 174.976 to Pt# 71; thence leaving Stage Road and running the following courses and distances: North 30 degrees 08 minutes 23 seconds West a distance of 22.919 feet to Pt# 72; North 18 degrees 09 minutes 36 seconds West a distance of 66.230 feet to Pt# 73; North 89 degrees 27 minutes 17 seconds West a distance of 479.460 feet to Pt# 74; North 00 degrees 55 minutes 49 seconds East a distance of 8.500 feet to Pt# 75; North 00 degrees 41 minutes 49 seconds East a distance of 578.397 feet to Pt# 76; North 89 degrees 09 minutes 31 seconds West a distance of 211.246 feet to Pt# 77 on the Easterly line of U.S. Route 13; thence running by and with the Easterly line of U.S. Route 13, along a curve with a radius of 7714.440 feet, a chord of North 04 degrees 49 minutes 12 seconds East a distance of 347.417 feet to Pt# 78; thence crossing U.S. Route 13 South 84 degrees 09 minutes 40 seconds West a distance of 152.069 feet to Pt# 79 on the Westerly line of U.S. Route 13; thence along the Westerly line of U.S. Route 13 at the intersection with Line Road, North 41 degrees 31 minutes 43 seconds West a distance of 178.068 feet to Pt# 80 on the Southerly line of Line Road;

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thence along the Southerly line of Line Road the following courses and distances: North 87 degrees 35 minutes 44 seconds West a distance of 100.045 feet to Pt# 81; North 89 degrees 18 minutes 50 seconds West a distance of 253.464 feet to Pt# 82; thence crossing Line Road North 00 degrees 20 minutes 54 seconds West a distance of 60.010 feet to Point "A", and the place of beginning; containing 246.88 acres of land, more or less; and being shown on a plat entitled "Eastside Annexation Survey, Annexation to the Town of Delmar, MD.", dated December 4, 1992, and revised January 18, 1993, prepared by John H. Plummer and Associates, Inc.

EXHIBIT "B"TERMS AND CONDITIONS OF ANNEXATIONA. SERVICES AND TAXES

1. Property taxes will be assessed upon all the annexed property at the full rate of taxes at the first normal taxing period following annexation. In the event that any of the property annexed now qualifies to be taxed at the rate for Agricultural purposes, that rate of taxation shall continue until such time as sanitary sewer services are available to said property.

2. The annexed area will be provided normal Town services upon request, subject however, to current Town policies. Any services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as possible. It is understood that municipal water will not be provided to the annexed properties.

B. GENERAL PROVISIONS

1. After the effective date of the annexation, the provisions of the Charter of the Town of Delmar and all ordinances, resolutions, rules and regulations of the Town of Delmar in effect on said date shall apply to the annexed area to the same extent as to the Town as a whole.

2. The Petitioners agree to pay the cost of construction for all public sanitary services required to support the proposed development to the point of connection with existing Town lines. The construction of the sanitary sewer shall be in strict accordance with the standards and specifications of the Town of Delmar and it is further understood that the Developer will remain responsible for maintenance of said sanitary sewer until accepted by the Town. Any and all reasonable costs that the Town incurs for the inspection of the sanitary sewer during construction will be borne by the Petitioners. Any incurred cost

of installing additional capacity in the sewer systems at the Town's request shall be credited to the Petitioners against future sewer impact fees, said credits to be on the basis of the percentage paid by each said Petitioner.

3. The Petitioners shall pay the impact fees of \$500.00 for sewer, per unit, in full, prior to a unit being connected to the Town lines. The Petitioners shall be required to provide their own tap ins and will bear the cost of same, which shall include any expenses of the Town's Department of Public Works for inspections of same.

4. A sewer service capacity demand limit of 24,500 gallons per day average for the area to be annexed is imposed and accepted by the Petitioners. The Petitioners understand that the said sewer capacity is reserved for the annexed properties South of Foskey Lane and the two Houlihan properties at the Northeast corner of Foskey Lane and U.S. Route 13. Should additional capacity be required for the other areas annexed herein, the owners shall request said service as needed and the Town may provide said service if and when available. The Petitioners understand that sewer service capacity is dependent upon substantial progress on the development of the annexed area within one (1) year of the date that the annexation becomes final or the Town shall not be obligated to provide any sewer service. Substantial Progress shall be defined to include, but not be limited to, the Petitioners having submitted final subdivision plats and utility drawings to the Town for approval.

5. Development within the annexed area shall only be permitted where specifically allowed pursuant to Town zoning laws and procedures.

Additionally, the Petitioners, and specifically Terrence J. Houlihan, understand and agree that the Town will only permit those lands identified on the plat of the proposed annexation as

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belonging to Mr. Houlihan, and being zoned Residential (R-1) thereon, to be developed with a minimum lot size of 25,000 square feet and minimum home size of 1400 square feet.

6. The Petitioners agree to provide all on-site streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.

7. Zoning. When the annexation is effective, the zoning of the property will be as shown on the annexation plat referred to hereinabove, except as noted in Paragraph A-1 above.

C. MISCELLANEOUS

1. As a condition of this annexation, the Petitioners shall pay the cost and expenses, including advertising costs and legal fees, associated with the annexation, although the Town shall pay one half (1/2) of any advertising costs associated herewith.

Wic. Co. rec'd Received for Record *Jan 16, 1945* and recorded in the Records of Wicomico County, Maryland in Liber *214-225* No. *3* Folios *214-225* *Mark S. Bowen* Clerk

Ex-D, Cullen, Clark, Insley & Hanson, Atty, 2-3-95

RESOLUTION NO. 1996-2

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits to the Town of Delmar located on the Easterly side of Old Delmar Road and the Southeasterly side of Stage Road and on both sides of U.S. Route 13, to be known as the "Oliphant-Humphreys Annexation".

WHEREAS, the Town of Delmar has received a petition to annex, 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 Southerly corporate limits of the Town of Delmar and to be known as the "Oliphant-Humphreys Annexation" for identification; and,

WHEREAS, the Town of Delmar 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 and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 11, 1996, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, 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 MAYOR AND COMMISSIONERS OF DELMAR, That it is hereby proposed and recommended that the boundaries of the Town of Delmar 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, located on the Easterly side of Old Delmar Road and the Southeasterly side of Stage Road and on both sides

of U.S. Route 13, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 MAYOR AND COMMISSIONERS OF DELMAR, That the Commissioners hold a public hearing on the annexation hereby proposed on Monday, March, 1996, at 8:00 o'clock p.m. in the Delmar Town Hall 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 Delmar, 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 the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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.

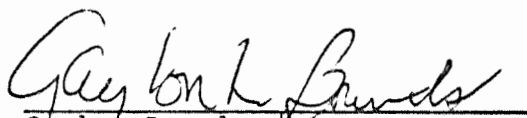
The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 11th day of March, 1996, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 8th day of April, 1996.

Roberta Ernest Niblett P. Douglas Niblett
Roberta Ernest, Town Manager P. Douglas Niblett, Mayor

OLIPHANT-HUMPREY ANNEXATION

CERTIFICATION

This is to certify that I have verified the petitions for annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


Gaylon Bounds

10/10/03

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TOWN OF DELMAR
ANNEXATION DESCRIPTION

All that lot, piece or parcel of land situate, lying and being in the Delmar and Parsons Election Districts of Wicomico County, State of Maryland, bounded on the north by the Robert P. Cannon land and by the Gary Lee Humphreys land and bounded on the east by the easterly right of way line of U.S. Route No. 13 and by the George T. Froehlich land and by the static high water line of Leonard Pond and bounded on the south by "Tawes Development" and "Hollylake Estates" subdivisions and by the State of Maryland Access Road, and bounded on the west by the easterly right of way line of State Route No. 675 and by the Gary Lee Humphreys land and by the William E. Oliphant land and by the westerly right of way line of U.S. Route No. 13, and which said land is more particularly delineated upon a plat entitled "Annexation Survey For Town of Delmar" prepared by Hampshire, Hampshire & Andrews, Inc., and dated January 10, 1996. According to which said plat the land hereby intended to be annexed is more particularly described as follows:

Beginning for the outlines of the same at a cement post "found" on the easterly right of way of U.S. Route No. 13 at the southwesterly corner of the existing Corporate Limits of the Town of Delmar as established by a survey entitled "Eastside Annexation" prepared December 12, 1992, thence (1) running by and with the Easterly side of U.S. Route 13 South 09 degrees 58 minutes 57 seconds West a distance of 1561.40 feet to the Southwesternmost point of the said Cannon land; thence (2) running by and with the Southerly line of the said Cannon land North 84 degrees 56 minutes 10 seconds East a distance of 1715.12 feet to land now or formerly owned by George T. Froehlich; thence running by and with the said Froehlich land the following courses and distances: (3) South 01 degrees 06 minutes 20 seconds West a distance of 129.81 feet; continuing (4) South 58

degrees 34 minutes 00 seconds East a distance of 676.33 feet to the Westerly static high water line of the North Prong of Leonard Pond; thence running by and with the Westerly static high water line of the North Prong of Leonard Pond the following courses and distances: (5) South 40 degrees 56 minutes 00 seconds West a distance of 240.43 feet; continuing (6) South 04 degrees 07 minutes 41 seconds East a distance of 124.56 feet; continuing (7) South 29 degrees 57 minutes 44 seconds West a distance of 85.74 feet; continuing (8) South 08 degrees 13 minutes 25 seconds West a distance of 65.20 feet; continuing (9) South 02 degrees 44 minutes 45 seconds West a distance of 71.48 feet; continuing (10) South 24 degrees 56 minutes 31 seconds East a distance of 450.49 feet; continuing (11) South 36 degrees 58 minutes 52 seconds West a distance of 173.89 feet; continuing (12) South 31 degrees 02 minutes 10 seconds West a distance of 272.63 feet; continuing (13) South 30 degrees 00 minutes 22 seconds West a distance of 54.02 feet; continuing (14) South 79 degrees 05 minutes 39 seconds West a distance of 213.18 feet; continuing (15) South 27 degrees 10 minutes 15 seconds West a distance of 93.96 feet; continuing (16) South 51 degrees 10 minutes 00 seconds West a distance of 121.73 feet; continuing (17) South 20 degrees 58 minutes 02 seconds West a distance of 91.72 feet; continuing (18) South 05 degrees 20 minutes 56 seconds East a distance of 229.89 to the Northeasternmost point of the Tawes Developments Subdivision; thence (19) running by and with the Northerly line of the said Tawes Development Subdivision and Holly Lake Estates, Section No. 1, South 80 degrees 31 minutes 17 seconds West a distance of 2011.28 feet to a point on a curve at the Northwesternmost corner of said Holly Lake Estates, Section No. 1, and the northerly right of way of the State of Maryland Access Road; thence (20) running by and with said curve with a radius of 85.31 feet and a length of 8.67 feet to a point at the end of the curve at the beginning of a flare and the easterly right of way of U.S. Route 13; thence (21) crossing said U.S. Route 13, continuing along

the Northerly side of the intersection of said U.S. Route 13 and Old Delmar Road (also known as State Route No. 675), and continuing along the Northerly line of said Old Delmar Road North 83 degrees 10 minutes 53 seconds West a distance of 244.27 feet; thence running by and with the Easterly side of said Old Delmar Road the following courses and distances: (22) along a curve with a radius of 123.70 feet and a length of 130.19 feet; continuing (23) North 12 degrees 35 minutes 22 seconds West a distance of 1107.12 feet to Southerly line of land now or formerly owned by Gary Lee Humphries; thence running by and with the Southerly and Easterly lines of said Humphries land the following courses and distances: (24) North 79 degrees 12 minutes 52 seconds East a distance of 185.94 feet; continuing (25) North 10 degrees 08 minutes 49 seconds West a distance of 35.19 feet; continuing (26) North 00 degrees 38 minutes 49 seconds West a distance of 54.00 feet; continuing (27) North 36 degrees 57 minutes 19 seconds East a distance of 38.88 feet to the Southeasterly corner of land now or formerly owned by William E. Oliphant; thence (28) running by and with the Easterly line of said Oliphant land North 30 degrees 33 minutes 22 seconds East a distance of 89.44 feet to the Southeasterly corner of land now or formerly owned by Gary Lee Humphries; thence running by and with the Easterly and Northerly lines of said Humphries land the following courses and distances: (29) North 00 degrees 14 minutes 37 seconds West a distance of 71.33 feet; continuing (30) North 86 degrees 52 minutes 03 seconds West a distance of 127.00 feet; continuing (31) South 77 degrees 37 minutes 57 seconds West a distance of 79.00 feet to a point on the Easterly side of Stage Road (also known as County Road No. 498); thence running by and with the Easterly line of said Stage Road the following courses and distances: (32) North 10 degrees 24 minutes 31 seconds East a distance of 474.16 feet; continuing (33) along a curve with a radius of 628.84 feet and a length of 213.27 feet; continuing (34) North 29 degrees 50 minutes 25 seconds East

a distance of 238.59 feet; continuing (35) along a curve with a radius of 515.79 feet and a length of 132.66 feet to the Southerly line of land now or formerly owned by Robert P. Cannon; thence (36) running by and with the Southerly line of the said Cannon land North 84 degrees 56 minutes 10 seconds East a distance of 370.88 feet to the Westerly line of U.S. Route 13; thence (37) running by and with the Westerly line of said U.S. Route 13 North 09 degrees 58 minutes 57 seconds East a distance of 1626.73 feet to a point; thence (38) crossing said U.S. Route 13 South 80 degrees 01 minutes 03 seconds East a distance of 150.00 feet to a point on the Easterly side of U.S. Route 13 at the Existing Corporate Limits of the Town of Delmar, as shown on the hereinafter referred to survey; thence (39) running by and with the Existing Corporate Limits of the Town of Delmar South 09 degrees 58 minutes 57 seconds West a distance of 25.00 feet to the place of beginning; containing 158.52 acres of land, more or less; and being more particularly designated and shown as Parcels A and B; Lot 1, Block 'B'; and Lot 1, Block 'A'; and part of U.S. Route 13, on a survey entitled "Annexation Survey for the Town of Delmar," dated January 10, 1996, prepared by Hampshire, Hampshire & Andrew, Inc.

EXHIBIT "B"TERMS AND CONDITIONS OF ANNEXATIONA. SERVICES AND TAXES

1. Property taxes will be assessed at the full rate of taxes at the first normal taxing period following annexation on that property identified on Exhibit "A" as Lot 1, Block A and Lot 1, Block B.

2. Property Taxes will be assessed at an agricultural rate at the first normal taxing period following annexation on that property identified as Parcels A and B on Exhibit "A". Upon the development of any portion of Parcels A and B, that portion shall be assessed at the full rate.

3. The annexed area will be provided normal Town services upon request, subject however, to current Town policies. Any services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as possible.

B. GENERAL PROVISIONS

1. After the effective date of the annexation, the provisions of the Charter of the Town of Delmar and all ordinances, resolutions, rules and regulations of the Town of Delmar in effect on said date shall apply to the annexed area to the same extent as to the Town as a whole.

2. The Developer agrees to pay the cost of construction for all utilities required to support the proposed development including a pro-rata share for off-site water mains and sanitary service to the point of connection with existing Town lines. The construction of the utilities shall be in strict accordance with the standards and specifications of the Town of Delmar and it is further understood that the Developer will remain responsible for maintenance of said utilities until accepted by the Town.

3. The Developer shall pay the required tap fees of \$2,000.00 for sewer and \$350.00 for water, per unit, in full, prior to a unit being connected to the Town lines.

4. The Developer agrees to provide all on-site public streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.

5. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be as follows:

A) Lot 1 Block B, Lot 1 Block A, Parcel B, and approximately 500 feet of Parcel A along U.S. Route 13 shall be zoned Commercial.

B) The balance of Parcel A will be zoned residential.

6. The Petitioners, Gladys Oliphant and Gary Humphreys, shall donate $1\frac{1}{2}$ acres of land on the southeast side of Stage Road in Parcel B to the Town for a Public Safety Facility.

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CONNELLY MILL ROAD
(CO. RD. NO. 445)

ROUTE NO. 675

Δ = 07°31'46"
R = 5804.58'
T = 381.95'
L = 762.79'

LOT 1
BLOCK 'B'

CONNELLY MILL
ROAD EXTENDED

LOT 1
BLOCK 'A'

Δ = 07°53'22"
R = 5654.58'
T = 389.92'
L = 778.61'

150.00'

OLD DELMAR ROAD

TO SALISBURY

ACCESS ROAD

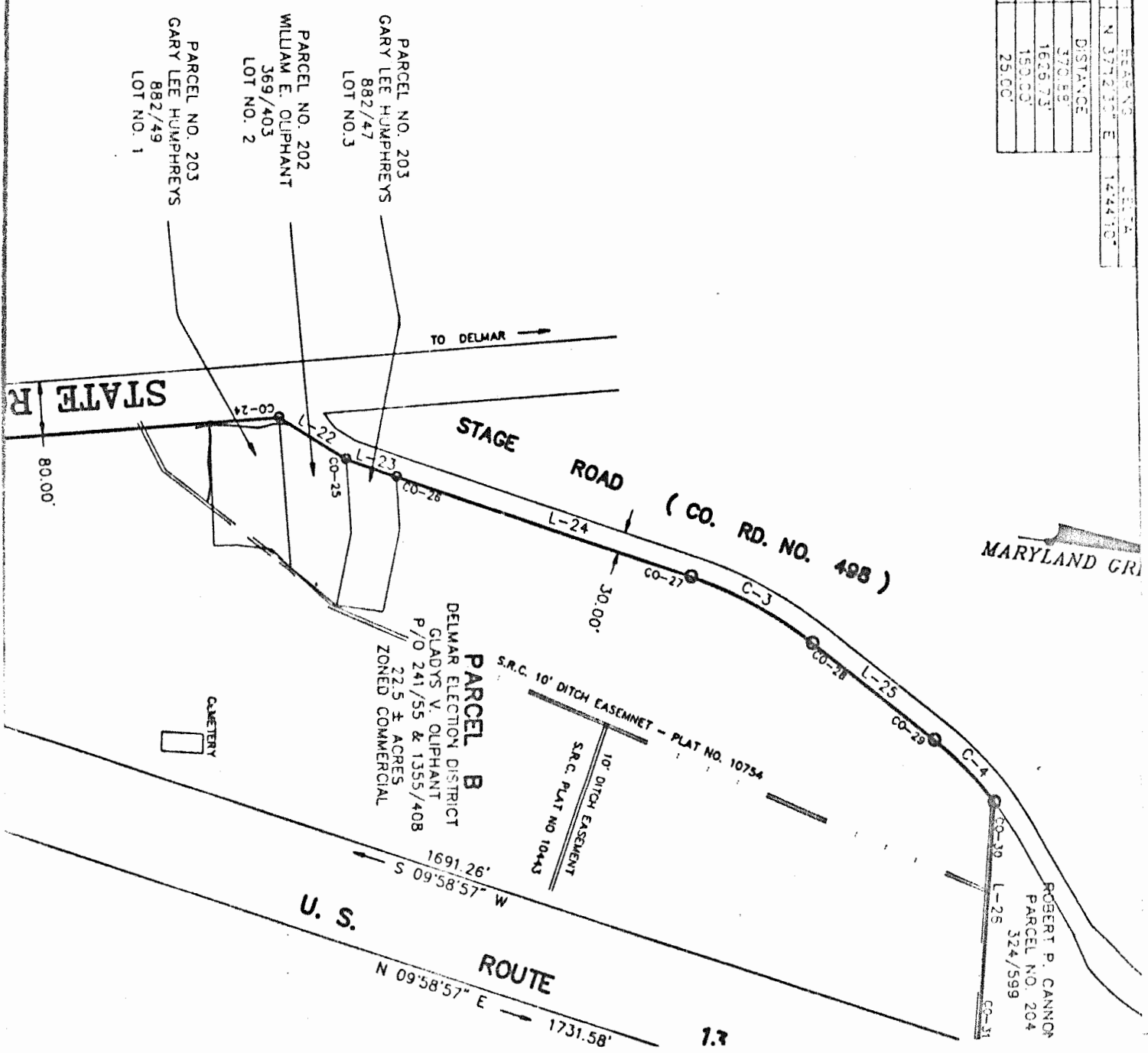
LOT 1



| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-26 | N 84°58'10" E | 370.89 |
| L-27 | N 09°58'57" E | 1626.73 |
| L-28 | S 80°01'03" E | 1502.00 |
| L-29 | S 09°58'57" W | 25.00 |

COORDINATE SCHEDULE

| CO-# | NORTHING | EASTING |
|-------|-------------|---------------|
| CO-1 | 223778.1398 | 1211838.3966 |
| CO-2 | 222240.3744 | 1211567.7314 |
| CO-3 | 222391.7595 | 1211276.1537 |
| CO-4 | 222261.9743 | 1211273.6491 |
| CO-5 | 221909.2651 | 12113580.7245 |
| CO-6 | 221727.6288 | 12113593.2012 |
| CO-7 | 221603.3994 | 1211302.1680 |
| CO-8 | 221529.1759 | 12113659.3450 |
| CO-9 | 221464.5765 | 12113660.0189 |
| CO-10 | 221397.1533 | 12113546.5948 |
| CO-11 | 220954.7094 | 12113936.5652 |
| CO-12 | 220845.7993 | 1211331.5666 |
| CO-13 | 220812.1950 | 12113591.3665 |
| CO-14 | 220565.4126 | 1211354.3793 |
| CO-15 | 220525.0789 | 12113355.0451 |
| CO-16 | 220441.4897 | 1211331.21401 |
| CO-17 | 220365.1564 | 12113217.3132 |
| CO-18 | 220279.5143 | 12113154.4943 |
| CO-19 | 220050.6244 | 12113205.9246 |
| CO-20 | 219719.4123 | 1211222.1055 |
| CO-21 | 219722.3205 | 1211213.9465 |
| CO-22 | 219751.3243 | 1211391.4066 |
| CO-23 | 219842.5887 | 12113897.0706 |
| CO-24 | 221026.0503 | 12113622.7658 |
| CO-25 | 221136.4655 | 12113670.5399 |
| CO-26 | 221216.6613 | 12113661.7735 |
| CO-27 | 221692.3187 | 1211371.8378 |
| CO-28 | 221881.6075 | 1211344.8644 |
| CO-29 | 222093.5650 | 1211363.5835 |
| CO-30 | 222193.9231 | 1211343.5837 |
| CO-31 | 222226.6546 | 121144.3125 |
| CO-32 | 223828.7634 | 1211595.0012 |
| CO-33 | 223802.7613 | 1211842.7303 |



PARCEL NO. 203
GARY LEE HUMPHREYS
LOT NO. 1

PARCEL NO. 202
WILLIAM E. OLIPHANT
369/403
LOT NO. 2

PARCEL NO. 203
GARY LEE HUMPHREYS
882/47
LOT NO. 3

PARCEL B
DELMAR ELECTION DISTRICT
GLADYS V. OLIPHANT
P/O 241/55 & 1355/408
22.5 ± ACRES
ZONED COMMERCIAL

ROBERT P. CANNON
PARCEL NO. 204
324/599

QUARTERS

U. S. ROUTE 13
N 09°58'57" E 1731.58'
S 09°58'57" W 1691.26'

80.00'

30.00'

30.00'

S.R.C. 10' DITCH EASEMENT - PLAT NO. 10754
10' DITCH EASEMENT
S.R.C. PLAT NO 10443

MARYLAND GR

LINE AND CURVE DATA

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-1 | S 09°58'57" W | 1561.40' |
| L-2 | N 84°56'10" E | 1715.12' |
| L-3 | S 01°06'20" W | 129.81' |
| L-4 | S 58°34'00" E | 676.33' |
| L-5 | S 40°56'00" W | 240.43' |
| L-6 | S 04°07'41" E | 124.56' |
| L-7 | S 29°57'44" W | 85.74' |
| L-8 | S 08°13'25" W | 65.20' |
| L-9 | S 02°44'45" W | 71.48' |
| L-10 | S 24°56'31" E | 450.49' |
| L-11 | S 36°58'52" W | 173.89' |
| L-12 | S 31°02'10" W | 272.63' |
| L-13 | S 30°00'22" W | 54.02' |
| L-14 | S 79°05'39" W | 213.18' |
| L-15 | S 27°10'15" W | 93.96' |
| L-16 | S 51°10'00" W | 121.73' |
| L-17 | S 20°58'02" W | 91.72' |
| L-18 | S 05°20'56" E | 229.89' |
| L-19 | S 80°31'17" W | 2011.28' |

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|-------|--------|--------|---------|-------|---------------|-----------|
| C-1 | 85.31' | 8.67' | 4.34' | 8.66' | N 70°21'48" W | 05°49'14" |

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-20 | N 83°10'53" W | 244.27' |

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|-------|---------|---------|---------|---------|---------------|-----------|
| C-2 | 123.70' | 130.19' | 71.85' | 124.26' | N 42°44'26" W | 60°18'08" |

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-21 | N 12°35'22" W | 1212.62' |
| L-22 | N 23°23'28" E | 120.32' |
| L-23 | N 11°07'57" E | 81.00' |
| L-24 | N 10°24'31" E | 474.16' |

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|-------|---------|---------|---------|---------|---------------|-----------|
| C-3 | 628.84' | 213.27' | 107.67' | 212.25' | N 20°07'28" E | 19°25'54" |

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-25 | N 29°50'25" E | 238.59' |

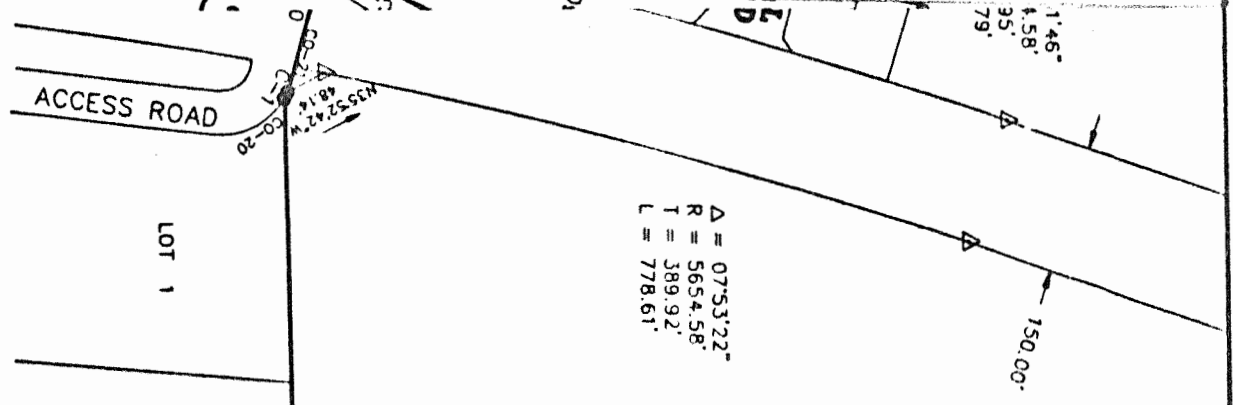
| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|-------|---------|---------|---------|---------|---------------|-----------|
| C-4 | 515.79' | 132.66' | 66.70' | 132.29' | N 37°12'30" E | 14°44'10" |

| LINE | DIRECTION | DISTANCE |
|------|---------------|----------|
| L-26 | N 84°56'10" E | 370.98' |
| L-27 | N 09°58'57" E | 1656.73' |
| L-28 | S 80°01'03" E | 150.00' |
| L-29 | S 09°58'57" W | 25.00' |

MARYLAND GRID

STELLA ADAMOPOULOS
PARCEL NO. 186
1151/593

906
p1
L-2



$\Delta = 07^{\circ}53'22''$
 $R = 5654.58'$
 $T = 389.92'$
 $L = 778.61'$

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LOT 1
 S 80°31'17" W
 L-19
 LOTS 3 - 10 BLOCK 'A'
 HOLLYLAKE ESTATES
 SECTION NO. 1
 PARCEL NO. 437

CULTIVATED FIELD

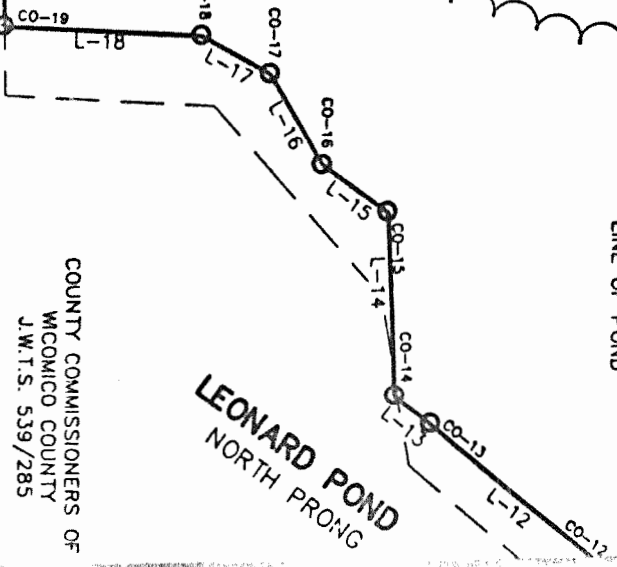
WEST MARBORO DRIVE

"TAWES
 LOT 5 - 6
 BLOCK 'C'
 DEVELOPMENT"

EAST MARBORO DRIVE

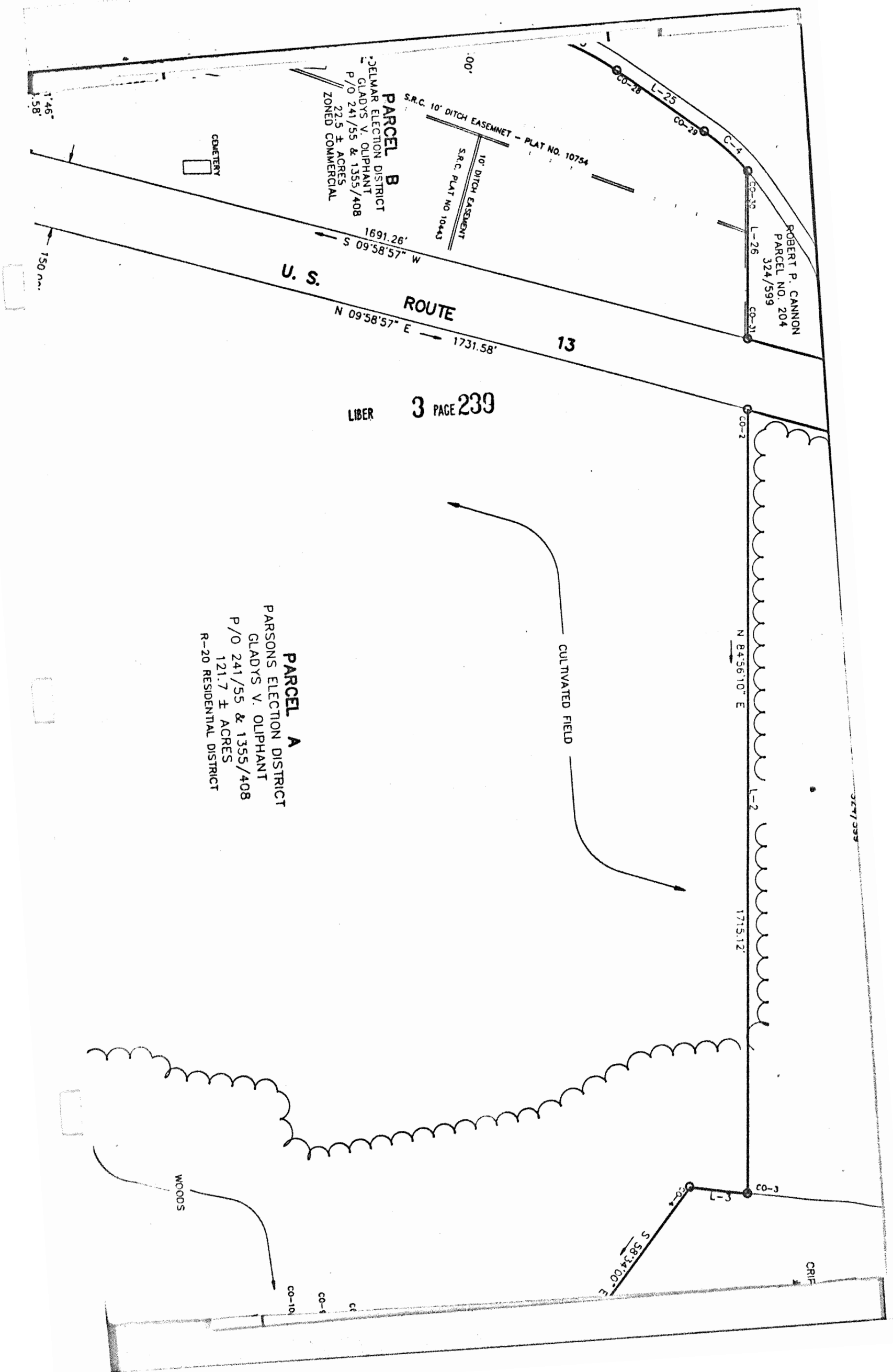
BLOCK 'D'
 LOT 1
 DEVELOPMENT"

2011.28'



**LEONARD POND
NORTH PRONG**

COUNTY COMMISSIONERS OF
 MICHIGAN COUNTY
 J.W.T.S. 539/285



LIBER 3 PAGE 239

STELLA ADAMOPOULOS
PARCEL NO. 186
1151/593

LIBER 3 PAGE 240

ROBERT P. CANNON
PARCEL NO. 204
324/599

N 09°58'57" E

L-27

S 09°58'57" W

L-1

1626.73'

1561.40'

STAGE ROAD
CO. RD. NO. 449

TO DELMAR

CO-320

L-28

CO-33

L-29

CEMENT POST
FOUND

EXISTING CORPORATE LIMITS
TOWN OF DELMAR
EASTSIDE ANNEXATION SURVEY 12-18-92

ROBERT P. CANNON
PARCEL NO. 118
324/599

ROBERT P. CANNON
PARCEL NO. 204
324/599

ANNEXATION SURVEY

FOR

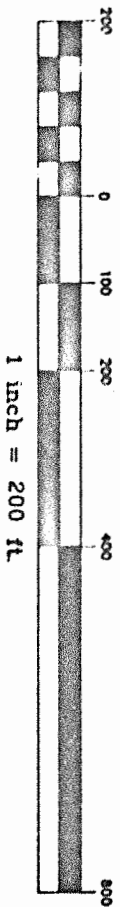
TOWN OF DELMAR

EDWARD G. BANKS, JR.
PARCEL NO. 43
959/807

DELMAR & PARSONS ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

SCALE: 1" = 200'

JANUARY 10, 1996



HAMPSHIRE, HAMPSHIRE & ANDREWS INC.
MARYLAND REGISTERED LAND SURVEYORS

EDWARD POND
NORTH PRONG

MISSIONERS OF
O COUNTY
539/285

3 PAGE 241

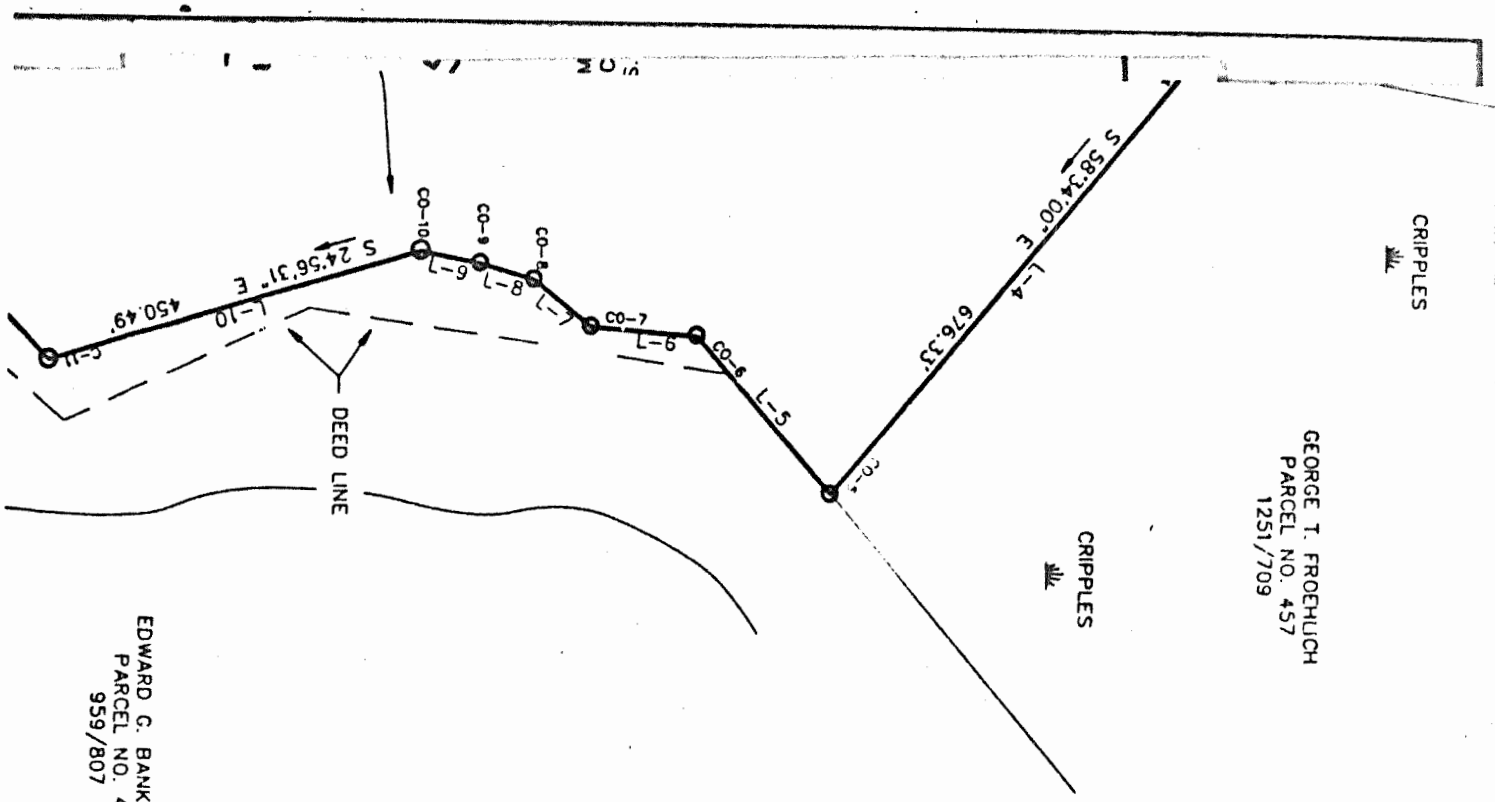
LIBER

NOTES

1. ASSESS. MAP NO. 20
2. DEED REF. 235/160, 241/55, & 1355/408
3. S.R.C. PLAT NO.S: 7917, 8821, 10442, 10443, 10444
4. TOTAL AREA ANNEXED: 159.86 ± ACRES

JOB NO: 06066

| | |
|------------------------|------------------|
| DRAWN BY: LCS & JWA | DATE: 01/10/1996 |
| COMPUTED BY: LCS & JWA | DATE: 01/10/1996 |
| CHECKED BY: | DATE: |



CRIPPLES

GEORGE T. FROCHLICH
PARCEL NO. 457
1251/709

CRIPPLES

LIBER 3 PAGE 242

EDWARD G. BANKS, JR.
PARCEL NO. 43
959/807

ANNEXATION SURVEY

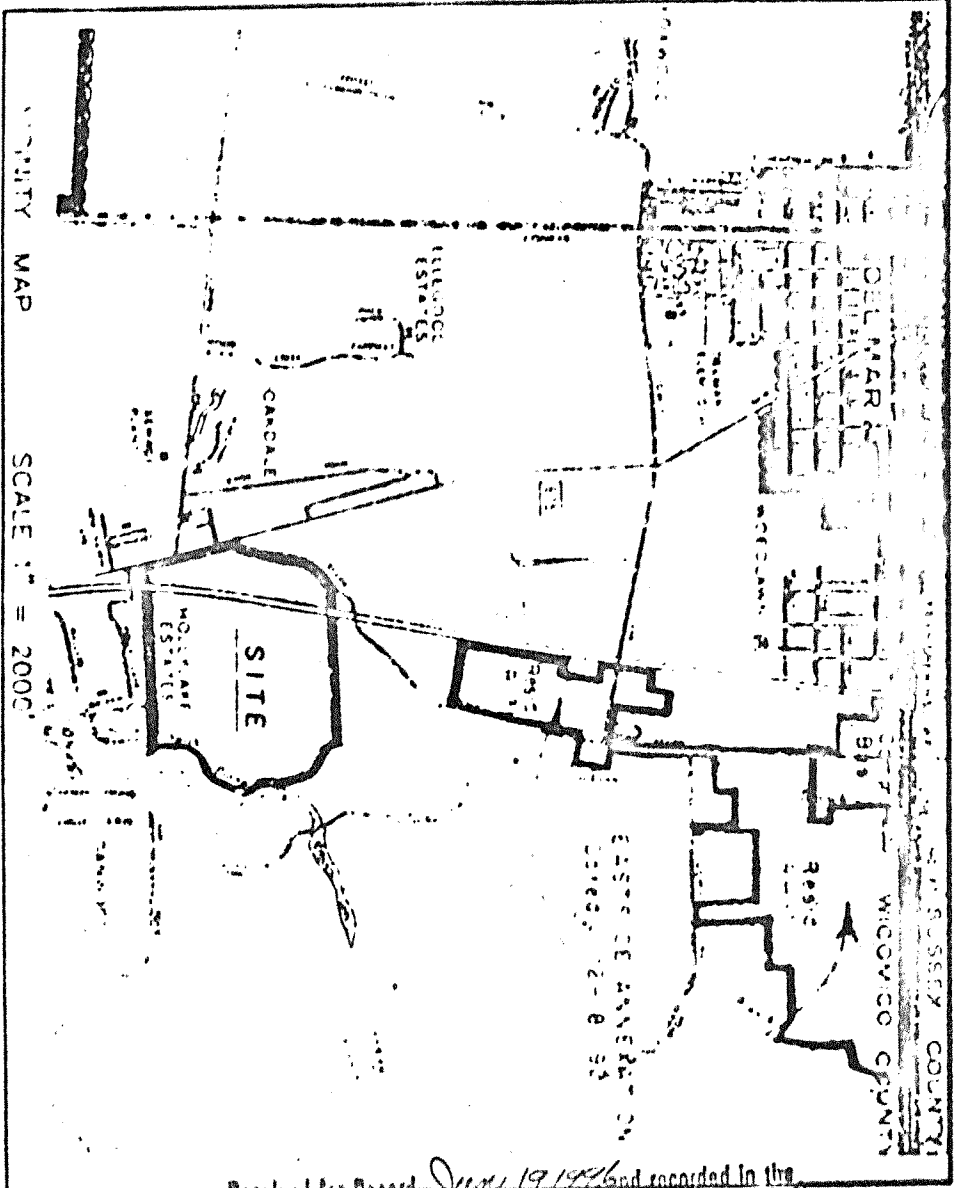
FOR

TOWN OF DELMAR

DELMAR & PARSONS ELECTION DISTRICT

ORIPPLES
M.

LIBER 3 PAGE 243



Received for Record June 19, 1946 and recorded in the
 Wic. Co. Records of Wicowico County, Maryland in Liber A 8 2.
 No. 3 Folios 226-243
 Mark S. Bowen Clerk

EX 9 D CULLEN, CLARK, INSLEY & HANSON ATTY (BOB BENSON) 8-28-46

RESOLUTION NO. 1996 - 3

A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE NORTHWESTERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "CAREY PARCEL ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY LAND NOW OR FORMERLY OWNED BY WICOMICO COUNTY, MARYLAND, BOUNDED ON THE EAST BY THE BALTIMORE & EASTERN RAILROAD 60' WIDE RIGHT-OF-WAY, BOUNDED ON THE SOUTH BY THE TOWN OF HEBRON, AND BOUNDED ON THE WEST BY OLD RAILROAD ROAD ALSO KNOWN AS COUNTY ROAD NUMBER 430.

THE AREA TO BE ANNEXED BEING THE LANDS NOW OWNED BY RICHARD N. CAREY.

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 "Carey 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 3, 1996; 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 northwesterly limits of the Town of Hebron and being more particularly described in Exhibit "A" as 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" as 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, May 15, 1996 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 3rd day of April, 1996, 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, 1996.

Theresa Morris
Theresa Morris, Secretary
Commissioners of Hebron

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

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

EXHIBIT "A"

BEGINNING at a point located along the Baltimore and Eastern Railroad 60' Wide Right-of-Way, which said point is the intersection of the herein described property and the corporate limits of the Town of Hebron, and which said point is on the westerly side of and binding upon the said Baltimore Eastern Railroad 60' Wide Right-of-Way, and which said point is the easterly most point of the herein described property; thence, proceeding by and with the said corporate limits of the Town of Hebron South $45^{\circ} 53' 52''$ West to a point on the easterly side of and binding upon Old Railroad Road, also known as County Road No. 430; thence, by and with the said Old Railroad Road, also known as County Road No. 430, North $23^{\circ} 02' 22''$ West a distance of 98.31 feet to the beginning of a curve in the said Old Railroad Road, also known as County Road No. 430; thence, by and with the said curve in the said Old Railroad Road, also known as County Road No. 430, a distance of 105.60' to a point on the easterly side of and binding upon the said Old Railroad Road, also known as County Road No. 430; thence, by and with the said Old Railroad Road, also known as County Road No. 430, North $24^{\circ} 40' 47''$ West a distance of 406.17 feet to the beginning of a curve in the said Old Railroad Road, also known as County Road No. 430; thence, by and with the said curve in the said Old Railroad Road, also known as County Road No. 430, a distance of 175.71' to a point on the easterly side of and binding upon the said Old Railroad Road, also known as County Road No. 430; thence, by and with the said Old Railroad Road, also known as County Road No. 430, North $08^{\circ} 56' 44''$ East a distance of 1,006.64 feet to a point on the easterly side of the said Old Railroad Road, also known as County Road No. 430; thence, by and with the said Old Railroad Road, also known as County Road No. 430, North $07^{\circ} 46' 46''$ East a distance of 189.53 feet to a point in the bed of Rewastico Creek; thence, South $65^{\circ} 44' 56''$ East to another point, still in the bed of the said Rewastico Creek; thence, North $58^{\circ} 27' 00''$ East a distance of 453.60 feet to another point, still on the bed of the said Rewastico Creek; thence, North $54^{\circ} 58' 08''$ East a distance of 273.55 feet to a point which is on the westerly side of the said Baltimore and Eastern Railroad 60' Wide Right-of-Way, thence by and with the said Baltimore and Eastern Railroad 60' Wide Right-of-Way South $41^{\circ} 37' 00''$ East a distance of 1,121.87 feet to the place of beginning.

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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 his 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 industrial 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 7/11/2199k and recorded in the
 Wic. Co. Records of Wicomico County, Maryland in Liber 292
 No. 9 Folios 244-247
 Mark S. Bowen Clerk

Act. Steve Cox

EX-10 D STEVE COX, ATTY 12-11-96

Wicomico County, Maryland

30.62-1997

P. O. BOX 870
SALISBURY, MARYLAND 21803-0870
410-548-4801
FAX: 548-4803

COUNCIL

PHILIP L. TILGHMAN, PRESIDENT
HENRY B. PARKER, VICE PRES.
EDWARD T. TAYLOR, DISTRICT #1
JOHN B. LONG, DISTRICT #2
L. RUSSELL MOLNAR, DISTRICT #3
VICTOR H. LAWS, DISTRICT #4
KENNETH T. MATTHEWS, DISTRICT #5

MATTHEW E. CREAMER
ADMINISTRATIVE DIRECTOR

EDGAR A. BAKER, JR.
ATTORNEY

June 30, 1997

✓ The Honorable D. William Simpson, Judge
Wicomico County Circuit Court
P.O. Box 806
Salisbury, MD 21803-0806

The Honorable R. Scott Davis, Judge
Wicomico County District Court
201 Baptist Street
Salisbury, MD 21801

Re: Wicomico County Legislation

Dear Judge Simpson and Judge Davis:

Attached is a copy of Wicomico County Legislative Bill 1997-5, establishing Chapter 186 of the Wicomico County Code, titled "Right to Farm."

The Legislation, which was adopted on June 24, 1997, and which will take effect 60 days thereafter, restricts private actions with respect to an agricultural operation on the grounds that the operation interferes with the use or enjoyment of property. The limitation is set forth in §186-4 and the Legislation provides for a Reconciliation Committee to arbitrate and mediate such disputes.

If there are any questions concerning the Legislation, please do not hesitate to call.

Respectfully,



Edgar A. Baker, Jr.

EAB/rm

Enclosure

JUL 5 1997

GA:DATA\WPFWC&Z\JUDGES.LTR 1100 CO.

LIBER 3 PAGE 249

ENROLLED30.62
bill05.97

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

SECOND LEGISLATIVE SESSION

June 1997

BILL NO. 1997-5

Introduced June 2, 1997

BY: Mr. Tilghman, Mr. Parker, Mr. Taylor, Mr. Long, Mr. Molnar, Mr. Laws, and Mr. Matthews

AN ACT to adopt a Right to Farm law for the purpose of protecting a person's right to farm or to engage in agricultural operations, restricting certain private actions, creating an Agricultural Reconciliation Committee for dispute resolution, and providing for notice and real estate disclosures by creating Chapter 186 of the Wicomico County Code, titled "Right to Farm";

WHEREAS, the County Council of Wicomico County deems it necessary to serve the public interest and the efficient regulation of land use in Wicomico County, to provide certain types of agricultural activities protection against certain private actions under certain circumstances:

SECTION I: BE IT ENACTED AND ORDAINED BY THE COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND, IN LEGISLATIVE SESSION, that this Bill establishing Chapter 186 of the Wicomico County Code, titled "Right to Farm" be and is hereby enacted to read as follows:

**CHAPTER 186
RIGHT TO FARM
ARTICLE I.
GENERAL PROVISIONS**

SECTION 186-1. FINDINGS AND PURPOSE.

- A. IN RECOGNITION THAT AGRICULTURE IS THE LARGEST INDUSTRY IN WICOMICO COUNTY AND THAT IT ADDS MANY POSITIVE BENEFITS TO THE QUALITY OF LIFE, IT IS THE DECLARED POLICY OF THE COUNTY TO PRESERVE, PROTECT AND ENCOURAGE THE DEVELOPMENT AND IMPROVEMENT OF ITS AGRICULTURAL LAND FOR THE PRODUCTION OF FOOD AND OTHER AGRICULTURAL PRODUCTS. WHEN NON-AGRICULTURAL LAND USES EXTENDS INTO AGRICULTURAL AREAS, AGRICULTURAL OPERATIONS CAN BECOME THE SUBJECT OF LAWSUITS. AS A RESULT, AGRICULTURAL OPERATORS ARE SOMETIMES FORCED TO CEASE OR CURTAIL THEIR OPERATIONS. OTHERS ARE DISCOURAGED FROM MAKING INVESTMENTS IN AGRICULTURAL IMPROVEMENTS TO THE DETRIMENT OF THE ECONOMIC VIABILITY OF THE COUNTY'S

SEIDEL, BAKER
& TILGHMAN, P.A.
ATTORNEYS AT LAW
SALISBURY, MD

AGRICULTURAL INDUSTRY AS A WHOLE. IT IS THE PURPOSE OF THIS CHAPTER TO REDUCE THE LOSS TO THE COUNTY OF ITS AGRICULTURAL RESOURCES BY LIMITING THE CIRCUMSTANCES UNDER WHICH AGRICULTURAL OPERATIONS MAY BE DEEMED TO CONSTITUTE A NUISANCE, TRESPASS, OR OTHER INTERFERENCE WITH THE REASONABLE USE AND ENJOYMENT OF LAND, INCLUDING, BUT NOT LIMITED TO SMOKE, ODORS, FLIES, DUST, NOISE, CHEMICALS, OR VIBRATION; PROVIDED THAT NOTHING IN THIS CHAPTER SHALL IN ANY WAY RESTRICT OR IMPEDE THE AUTHORITY OF THE STATE AND OF THE COUNTY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, NOR SHALL IT RESTRICT OR IMPEDE PRIVATE COVENANTS.

- B. IT IS IN THE PUBLIC INTEREST TO PROMOTE A MORE CLEAR UNDERSTANDING BETWEEN AGRICULTURAL OPERATIONS AND NON-AGRICULTURAL NEIGHBORS CONCERNING THE NORMAL INCONVENIENCES OF AGRICULTURAL OPERATIONS WHICH FOLLOW GENERALLY ACCEPTED AGRICULTURAL PRACTICES AND DO NOT ENDANGER PUBLIC HEALTH OR SAFETY.
- C. AN ADDITIONAL PURPOSE OF THIS CHAPTER IS TO PROMOTE A GOOD NEIGHBOR POLICY BY ADVISING PURCHASERS AND USERS OF PROPERTY ADJACENT TO OR NEAR AGRICULTURAL OPERATIONS OF THE INHERENT POTENTIAL PROBLEMS ASSOCIATED WITH SUCH PURCHASE OR USE. THESE POTENTIAL PROBLEMS INCLUDE, BUT ARE NOT LIMITED TO, NOISES, ODORS, DUST, FLIES, CHEMICALS, SMOKE, VIBRATION, AND HOURS OF OPERATION THAT MAY ACCOMPANY AGRICULTURAL OPERATIONS. IT IS INTENDED THAT, THROUGH MANDATORY DISCLOSURES, PURCHASERS AND USERS WILL BETTER UNDERSTAND THE IMPACT OF LIVING NEAR AGRICULTURAL OPERATIONS AND BE PREPARED TO ACCEPT ATTENDANT CONDITIONS AS THE NATURAL RESULT OF LIVING IN OR NEAR RURAL AREAS. HOWEVER, THIS CHAPTER SHALL BE EFFECTIVE REGARDLESS OF WHETHER DISCLOSURE WAS MADE IN ACCORDANCE WITH SECTION 186-7 HEREIN ("RIGHT TO FARM NOTICE AND REAL ESTATE TRANSFER DISCLOSURE").

SECTION 186-2. INTERPRETATION.

THIS CHAPTER IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED AS IN ANY WAY MODIFYING OR ABRIDGING LOCAL, STATE OR FEDERAL LAWS, INCLUDING, BUT NOT LIMITED TO, LAWS RELATING TO PUBLIC HEALTH, SAFETY OR WELFARE, TRESPASS ONTO AGRICULTURAL PROPERTY, ZONING, LICENSING REQUIREMENTS, ENVIRONMENTAL STANDARDS (INCLUDING THOSE STANDARDS WHICH RELATE TO AIR AND WATER QUALITY AND PESTICIDE USE), AND THE LIKE.

SECTION 186-3. DEFINITIONS.

AS USED IN THIS CHAPTER, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS INDICATED:

"AGRICULTURAL LAND" MEANS ALL REAL PROPERTY WITHIN THE BOUNDARIES OF WICOMICO COUNTY THAT IS: (1) LYING IN THE AGRICULTURAL-RURAL RESIDENTIAL DISTRICT OR (2) CARRIED ON THE TAX ROLLS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AS AGRICULTURAL OR (3) ALL OTHER LAND THAT HAS BEEN USED AS AN AGRICULTURAL OPERATION CONTINUOUSLY FOR ONE (1) YEAR.

"AGRICULTURAL OPERATION" INCLUDES, BUT IS NOT LIMITED TO, ALL MATTERS SET FORTH IN THE DEFINITION OF "OPERATION" IN §5-308(A) OF THE COURTS AND JUDICIAL PROCEEDINGS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME; THE PRODUCTION OF ALL MATTERS ENCOMPASSED WITHIN THE DEFINITION OF "FARM PRODUCT" IN §10-601(C) OF THE AGRICULTURE ARTICLE, AS AMENDED FROM TIME TO TIME; THE CULTIVATION AND TILLAGE OF THE SOIL; THE SPREADING OF MANURE, LIME, FERTILIZER AND THE LIKE; COMPOSTING; SPRAYING; PRODUCTION, HARVESTING AND PROCESSING OF AGRICULTURAL CROPS; RAISING POULTRY AND OTHER FOWL; PRODUCTION OF EGGS; PRODUCTION OF MILK AND DAIRY PRODUCTS; PRODUCTION OF LIVESTOCK, INCLUDING PASTURAGE; PRODUCTION OF BEES AND THEIR PRODUCTS; PRODUCTION OF FRUIT, VEGETABLES AND OTHER HORTICULTURAL CROPS; PRODUCTION OF AQUATIC PLANTS; AQUACULTURE; PRODUCTION OF TIMBER; ANY COMMERCIAL AGRICULTURAL PROCEDURE PERFORMED AS INCIDENT TO OR IN CONJUNCTION WITH SUCH OPERATIONS, INCLUDING PREPARATION FOR MARKET, DELIVERY TO STORAGE OR TO MARKET OR TO CARRIERS FOR TRANSPORTATION TO MARKET; USAGE OF LAND IN FURTHERANCE OF EDUCATIONAL AND SOCIAL GOALS, (INCLUDING, BUT NOT LIMITED TO 4-H CLUBS AND FUTURE FARMERS OF AMERICA), AGRO-TOURISM AND ALTERNATIVE AGRICULTURAL ENTERPRISES; AND THE LIKE.

"GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES" MEANS THOSE METHODS USED IN CONNECTION WITH AGRICULTURAL OPERATIONS WHICH DO NOT VIOLATE APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR PUBLIC HEALTH SAFETY AND WELFARE AND WHICH ARE AGRICULTURAL PRACTICES IN THE AGRICULTURE INDUSTRY. GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES INCLUDE PRACTICES WHICH ARE RECOGNIZED AS GENERALLY ACCEPTED MANAGEMENT PRACTICES AND THOSE METHODS WHICH ARE AUTHORIZED BY VARIOUS GOVERNMENTAL AGENCIES, BUREAUS, AND DEPARTMENTS, SUCH AS THE WICOMICO COUNTY COOPERATIVE EXTENSION SERVICE OF THE UNIVERSITY OF MARYLAND, THE WICOMICO COUNTY SOIL CONSERVATION DISTRICTS, AND THE LIKE. IF NO GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICE EXISTS, OR THERE IS NO

METHOD AUTHORIZED BY THOSE AGENCIES MENTIONED HEREIN WHICH GOVERNS A PRACTICE, THE PRACTICE IS PRESUMED TO BE A GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICE.

SECTION 186-4. LIMITATION OF ACTIONS.

- A. A PRIVATE ACTION MAY NOT BE SUSTAINED WITH RESPECT TO AN AGRICULTURAL OPERATION CONDUCTED ON AGRICULTURAL LAND ON THE GROUNDS THAT THE AGRICULTURAL OPERATION INTERFERES OR HAS INTERFERED WITH THE USE OR ENJOYMENT OF PROPERTY, WHETHER PUBLIC OR PRIVATE, IF THE AGRICULTURAL OPERATION WAS, AT THE TIME THE INTERFERENCE IS ALLEGED TO ARISE, CONDUCTED SUBSTANTIALLY IN ACCORDANCE WITH GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES.
- B. NOTWITHSTANDING ANY PROVISION OF THIS SECTION, NO ACTION ALLEGING THAT AGRICULTURAL OPERATION HAS INTERFERED WITH THE REASONABLE USE OR ENJOYMENT OF REAL PROPERTY OR PERSONAL WELL-BEING SHALL BE MAINTAINED IF THE PLAINTIFF HAS NOT SOUGHT AND OBTAINED A FINAL JUDGMENT OF THE AGRICULTURAL RECONCILIATION COMMITTEE, AS DEFINED IN SECTION 4 HEREIN.

ARTICLE II

WICOMICO COUNTY AGRICULTURAL RECONCILIATION COMMITTEE.

SECTION 186-5. WICOMICO COUNTY AGRICULTURAL RECONCILIATION COMMITTEE.

A. THERE IS HEREBY CREATED AND ESTABLISHED THE WICOMICO COUNTY AGRICULTURAL RECONCILIATION COMMITTEE, HEREINAFTER REFERRED TO AS "WCARC", WHICH SHALL ARBITRATE AND MEDIATE DISPUTES INVOLVING AGRICULTURAL OPERATIONS CONDUCTED ON AGRICULTURAL LANDS AND ISSUE OPINIONS ON WHETHER SUCH AGRICULTURAL OPERATIONS ARE CONDUCTED IN A MANNER CONSISTENT WITH GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES.

B. THE WCARC SHALL BE COMPOSED OF SEVEN RESIDENTS OF THE COUNTY, ALL OF WHOM SHALL BE APPOINTED BY THE WICOMICO COUNTY COUNCIL, WHICH SHALL ALSO DESIGNATE THE CHAIRMAN. THE COMMITTEE SHALL BE COMPOSED OF ONE REPRESENTATIVE FROM EACH OF THE FOLLOWING:

- (1) THE WICOMICO COUNTY FARM BUREAU;
- (2) THE COASTAL BOARD OF REALTORS;
- (3) THE WICOMICO COUNTY SOIL CONSERVATION DISTRICT;
- (4) THE AGRICULTURAL PRESERVATION ADVISORY BOARD;

LIBER

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- (5) THE DELMARVA POULTRY INDUSTRY-GROWERS COMMITTEE;
- (6) CHAMBER OF COMMERCE - AG COMMITTEE
- (7) HOMEOWNER'S ASSOCIATION, WHO IS A RESIDENT OF WICOMICO COUNTY
- (8) A MUNICIPALITY REPRESENTATIVE SHALL SERVE AS AN ALTERNATE MEMBER TO THE WCARC. THIS REPRESENTATIVE SHALL BE ROTATED BETWEEN THE INCORPORATED MUNICIPALITIES OF WICOMICO COUNTY ON A YEARLY BASIS.
- (9) THE WICOMICO COUNTY EXTENSION AGENT SHALL SERVE AS AN EX-OFFICIO MEMBER

C. THE COMMITTEE MEMBERS SHALL SERVE A FOUR YEAR TERM, EXCEPT THE MUNICIPALITY REPRESENTATIVE WHO SHALL SERVE A ONE YEAR TERM; HOWEVER THE INITIAL APPOINTMENTS SHALL BE AS FOLLOWS:

- (1) TWO MEMBERS SHALL BE CHOSEN TO SERVE A FOUR YEAR TERM;
- (2) TWO MEMBERS SHALL BE CHOSEN TO SERVE A THREE YEAR TERM;
- (3) TWO MEMBERS SHALL BE CHOSEN TO SERVE A TWO-YEAR TERM;
- (4) ONE MEMBER SHALL BE CHOSEN TO SERVE A ONE YEAR TERM; AND
- (5) THE MUNICIPALITY ALTERNATE MEMBER SHALL BE CHOSEN TO SERVE A ONE YEAR TERM.

AFTER THESE INITIAL APPOINTMENTS, ALL TERMS, EXCEPT THE MUNICIPAL REPRESENTATIVE, SHALL BE FOR A FULL FOUR YEAR TERM.

D. THE COMMITTEE SHALL MEET AT LEAST ONE TIME PER YEAR, AND SHALL SERVE AS VOLUNTEERS, WITH NO MONETARY COMPENSATION.

SECTION 186-6. RESOLUTION OF DISPUTES AND PROCEDURE FOR COMPLAINTS, INVESTIGATION AND DECLARATION.

A. NUISANCES WHICH AFFECT PUBLIC HEALTH.

- (1) COMPLAINTS. A PERSON MAY COMPLAIN TO THE WICOMICO COUNTY HEALTH DEPARTMENT TO DECLARE THAT A NUISANCE WHICH AFFECTED PUBLIC HEALTH EXISTS.
- (2) INVESTIGATIONS. THE HEALTH OFFICER MAY INVESTIGATE ALL COMPLAINTS OF NUISANCE RECEIVED AGAINST AN AGRICULTURAL OPERATION. WHEN A PREVIOUS COMPLAINT INVOLVING THE SAME CONDITION RESULTED IN A DETERMINATION BY THE HEALTH OFFICER THAT A NUISANCE CONDITION DID NOT EXIST, THE HEALTH OFFICER MAY INVESTIGATE THE COMPLAINT BUT THE HEALTH OFFICER MAY ALSO DETERMINE NOT TO INVESTIGATE SUCH A COMPLAINT. THE WICOMICO

COUNTY HEALTH DEPARTMENT MAY INITIATE ANY INVESTIGATION WITHOUT CITIZEN COMPLAINT.

(3) DECLARATION OF A NUISANCE. IF THE HEALTH OFFICER DETERMINES THAT A NUISANCE EXISTS, THE HEALTH DEPARTMENT MAY DECLARE THE EXISTENCE OF A NUISANCE. IN DETERMINING WHETHER A NUISANCE CONDITION EXISTS IN CONNECTION WITH AN AGRICULTURAL OPERATION THE HEALTH OFFICER SHALL APPLY CRITERIA PROVIDED IN THIS CHAPTER. FURTHER, THE HEALTH OFFICER MAY CONSIDER THE PROFESSIONAL OPINION OF THE WICOMICO COUNTY COOPERATIVE EXTENSION SERVICE OF THE UNIVERSITY OF MARYLAND OR OTHER QUALIFIED EXPERTS IN THE RELEVANT FIELD IN DETERMINING WHETHER THE AGRICULTURAL OPERATION BEING INVESTIGATED IS CONDUCTED IN ACCORDANCE WITH GENERALLY ACCEPTED MANAGEMENT PRACTICES.

B. RESOLUTION OF DISPUTES REGARDING AGRICULTURAL OPERATIONS.

(1) SHOULD ANY CONTROVERSIES ARISE REGARDING AN INTERFERENCE WITH THE USE OR ENJOYMENT OF PROPERTY FROM AGRICULTURAL OPERATIONS CONDUCTED ON AGRICULTURAL LAND, THE PARTIES TO THAT CONTROVERSY SHALL SUBMIT THE CONTROVERSY TO THE AGRICULTURAL RECONCILIATION COMMITTEE, IN WRITING, THROUGH THE WICOMICO COUNTY DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT. THE SECRETARY OF THE DEPARTMENT SHALL THEN NOTIFY ALL COMMITTEE MEMBERS IN WRITING AT LEAST TEN DAYS PRIOR TO ANY SCHEDULED HEARING

(2) THE WCARC WILL CONDUCT ITS PROCEEDINGS IN AN INFORMAL MANNER AND THE RULES OF EVIDENCE SHALL NOT APPLY. THE WCARC HAS THE POWER, BUT IS NOT REQUIRED HEREUNDER, TO HOLD HEARINGS, AND TO COMPEL TESTIMONY UNDER OATH AND THE PRODUCTION OF DOCUMENTS. IN EACH CASE BEFORE IT, THE WCARC SHALL ISSUE ORDERS SETTLING OR OTHERWISE RESOLVING CONTROVERSIES ARISING OUT OF AGRICULTURAL OPERATIONS, INCLUDING, BUT NOT LIMITED TO THE INVASION OF PROPERTY AND PERSONAL RIGHTS BY AGRICULTURAL OPERATIONS CONDUCTED ON AGRICULTURAL LAND.

(3) FOUR WCARC MEMBERS SHALL CONSTITUTE A QUORUM FOR PURPOSES OF HOLDING A HEARING.

(4) IF A HEARING ENDS IN A TIE VOTE, NO ACTION SHALL BE TAKEN ON THE COMPLAINT THAT FORMED THE BASIS OF THE HEARING.

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(5) ORDERS OF THE WCARC SHALL BE BINDING ON THE PARTIES AS A MATTER OF LAW, BUT THEIR ENFORCEMENT SHALL BE SUSPENDED BY OPERATION OF LAW IF, WITHIN THIRTY DAYS OF THE DATE OF THE COMMITTEE'S JUDGMENT, A PARTY APPEALS SUCH ORDER TO THE CIRCUIT COURT FOR WICOMICO COUNTY. APPEALS FROM ORDERS OF THE COMMITTEE SHALL BE BY A TRIAL *DE NOVO*.

(6) IF THE WCARC OR A COURT FINDS THAT THE CONDUCT OF A PARTY IN BRINGING OR MAINTAINING AN ACTION IN CONNECTION WITH AN AGRICULTURAL OPERATION CONDUCTED ON AGRICULTURAL LAND WAS IN BAD FAITH OR WITHOUT SUBSTANTIAL JUSTIFICATION, THE WCARC OR COURT MAY REQUIRE THAT PARTY TO PAY THE OWNER OF THE AGRICULTURAL OPERATION (OR ANY OTHER PARTY OPPONENT) THE COSTS OF THE PROCEEDING AND THE REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THAT PARTY IN DEFENDING AGAINST THE ACTION.

**ARTICLE III
LEGAL PROVISIONS**

SECTION 186-7. RIGHT TO FARM NOTICE AND REAL ESTATE TRANSFER DISCLOSURE.

A. UPON ANY TRANSFER OF REAL PROPERTY BY ANY MEANS, THE TRANSFEROR SHALL PROVIDE THE PURCHASER OR LESSEE A STATEMENT SPECIFICALLY ADVISING THE PURCHASER OR LESSEE OF THE EXISTENCE OF THIS RIGHT TO FARM CHAPTER WHICH SHALL BE IN A FORM SUBSTANTIALLY THE SAME AS THE FOLLOWING:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF WICOMICO, STATE OF MARYLAND, DESCRIBED AS _____. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE WICOMICO COUNTY RIGHT TO FARM LAW IN COMPLIANCE WITH WICOMICO COUNTY CODE CHAPTER 186 (THE WICOMICO COUNTY RIGHT TO FARM).

SELLER'S INFORMATION

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

SEIDEL, BAKER
& TILGHMAN, P.A.
ATTORNEYS AT LAW
SALISBURY, MD

WICOMICO COUNTY ALLOWS AGRICULTURAL OPERATIONS (AS DEFINED IN THE WICOMICO COUNTY RIGHT TO FARM LAW) WITHIN THE COUNTY. YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FUMES, DUST, FLIES, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24-HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, AND PESTICIDES. WICOMICO COUNTY HAS DETERMINED THAT INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH SUCH AGRICULTURAL OPERATIONS SHALL NOT BE CONSIDERED TO BE AN INTERFERENCE WITH REASONABLE USE AND ENJOYMENT OF LAND, IF SUCH OPERATIONS ARE CONSISTENT WITH GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES. WICOMICO COUNTY HAS ESTABLISHED A RECONCILIATION COMMITTEE TO ASSIST IN THE RESOLUTION OF ANY DISPUTES WHICH MIGHT ARISE BETWEEN PERSONS IN THIS COUNTY REGARDING AGRICULTURAL OPERATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THIS POLICY OR THE RECONCILIATION COMMITTEE, PLEASE CONTACT THE WICOMICO COUNTY DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT FOR ADDITIONAL INFORMATION.

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

BUYER:: _____ DATE: _____

BUYER: _____ DATE: _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY."

B. IN ADDITION, BECAUSE OF THE COUNTY'S DESIRE TO MAINTAIN A GOOD NEIGHBOR POLICY AND THE COUNTY'S DESIRE TO PROVIDE THIS INFORMATION TO COUNTY REAL PROPERTY OWNERS, THE WICOMICO COUNTY DIRECTOR OF FINANCE SHALL MAIL A COPY OF THE "RIGHT TO FARM NOTICE" TO ALL OWNERS OF REAL PROPERTY IN WICOMICO COUNTY WITH THE ANNUAL TAX BILL, BEGINNING IN FISCAL YEAR 1998-99, IN A FORM SUBSTANTIALLY THE SAME AS THE FOLLOWING:

" WICOMICO COUNTY RIGHT TO FARM NOTICE

WICOMICO COUNTY RECOGNIZES AND SUPPORTS THE RIGHT TO FARM AGRICULTURAL LANDS IN A MANNER CONSISTENT WITH GENERALLY ACCEPTED AGRICULTURAL MANAGEMENT PRACTICES. RESIDENTS OF PROPERTY ON OR NEAR AGRICULTURAL LAND SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24-HOUR PERIOD (INCLUDING AIRCRAFT), VIBRATION, THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. WICOMICO COUNTY HAS DETERMINED THAT INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH SUCH AGRICULTURAL OPERATIONS SHALL NOT BE CONSIDERED TO BE AN INTERFERENCE WITH REASONABLE USE AND ENJOYMENT OF LAND, IF SUCH OPERATIONS ARE CONDUCTED IN ACCORDANCE WITH GENERALLY ACCEPTED AGRICULTURAL PRACTICES. WICOMICO COUNTY HAS ESTABLISHED AN AGRICULTURAL RECONCILIATION COMMITTEE TO ASSIST IN THE RESOLUTION OF DISPUTES WHICH MIGHT ARISE BETWEEN PERSONS IN THIS COUNTY REGARDING WHETHER AGRICULTURAL OPERATIONS CONDUCTED ON AGRICULTURAL LANDS ARE CAUSING AN INTERFERENCE WITH THE REASONABLE USE AND ENJOYMENT OF LAND OR PERSONAL WELL BEING AND WHETHER THOSE OPERATIONS ARE BEING CONDUCTED IN ACCORDANCE WITH GENERALLY ACCEPTED AGRICULTURAL PRACTICES. IF YOU HAVE ANY QUESTIONS CONCERNING THIS POLICY OR THE RECONCILIATION COMMITTEE, PLEASE CONTACT THE DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT."

C. PENALTY FOR VIOLATION. ANY PERSON WHO VIOLATES ANY PROVISION OF THIS SECTION IS GUILTY OF AN INFRACTION PUNISHABLE BY A CIVIL PENALTY NOT EXCEEDING ONE HUNDRED DOLLARS (\$100.00). FAILURE TO COMPLY WITH ANY PROVISION OF THIS RIGHT TO FARM NOTICE AND REAL ESTATE TRANSFER DISCLOSURE SECTION SHALL NOT PREVENT THE RECORDING OF ANY DOCUMENT, OR THE TITLE TO REAL PROPERTY OR ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH, OR FOR VALUE, AND IT SHALL NOT AFFECT THE APPLICATION OF THIS CHAPTER.

SECTION 186-8. SEVERABILITY.

SHOULD ANY PROVISION, SECTION, PARAGRAPH OR SUBPARAGRAPH OF THIS CHAPTER, INCLUDING ANY CODE OR TEXT ADOPTED HEREBY, BE DECLARED NULL AND VOID, ILLEGAL, UNCONSTITUTIONAL, OR OTHERWISE DETERMINED TO BE UNENFORCEABLE BY A COURT HAVING COMPETENT JURISDICTION, THE SAME SHALL NOT AFFECT THE VALIDITY, LEGALITY, OR ENFORCEABILITY OF ANY OTHER PROVISION, SECTIONS, PARAGRAPH OR SUBPARAGRAPH HEREOF, INCLUDING ANY CODE OR TEXT ADOPTED HEREBY. EACH SUCH PROVISION, SECTION, PARAGRAPH OR SUBPARAGRAPH IS EXPRESSLY DECLARED TO BE AND IS DEEMED SEVERABLE.

SECTION 186-9. HEADINGS, TITLES.

SECTION HEADINGS, AND TITLES, ARE FOR THE PURPOSE OF DESCRIPTION OR EASE OF USE AND DO NOT FORM A PART OF THE TEXT OF THIS CHAPTER OR ANY CODE OR TEXT ADOPTED HEREBY.

SECTION 186-10. EXISTING LIABILITIES.

EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED HEREIN, THIS CHAPTER SHALL NOT DISCHARGE, IMPAIR OR RELEASE ANY CONTRACT, OBLIGATION, DUTY, LIABILITY OR PENALTY WHATEVER EXISTING ON THE DATE OF ITS ENACTMENT. IT IS NOT INTENDED HEREBY THAT THE LAWS OF NON-CONFORMING USE BE CHANGED, OR THAT THE COURT'S RULES OF CONSTRUCTION CONCERNING THE APPLICATION OF CHANGES IN THE LAW DURING THE PENDENCY OF ACTIONS BE MODIFIED HEREBY, BUT SIMPLY THAT THIS CHAPTER SHOULD NOT EFFECT A CHANGE BETWEEN PRIVATE PARTIES.

SECTION II. BE IT FURTHER ENACTED that this Bill shall be known as Bill No. 1997-5 of Wicomico County, Maryland, and shall take effect sixty (60) days after its final passage, unless a proper petition for referendum thereof shall be filed prior to said date, in which event, the bill shall not take effect until the expiration of thirty (30) days following the approval of this bill by a majority of the qualified voters of the county voting in any such referendum.

Certified correct as passed and adopted by the County Council of Wicomico County, Maryland, this 24th day of June, 1997.

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WICOMICO COUNTY, MARYLAND

Philip L. Tilghman

By: Philip L. Tilghman, President

Edgar A. Baker, Jr.

By: Edgar A. Baker, Jr., Secretary

I hereby certify that twenty-five (25) copies of the above bill are available for distribution to the public and press at the time of its introduction.

Edgar A. Baker, Jr.
Edgar A. Baker, Jr., Secretary

Explanation:

- Capitals Indicate Matter Added to Existing Law.
- ~~Strike-out~~ Indicates Material Deleted from Law.
- ~~Capital~~ ~~Strike-out~~ Indicates Matter Stricken from Bill by Amendment.
- Underlining Indicates Amendments to Bill.

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

Received for Record *Jul 8 1994* and recorded in the
Wic Co Records of Wicomico County, Maryland in Liber *M-3-B, AJS.*
Order No. 3 Folios 248-259
Mark A. Bowen Clerk

SEIDEL, BAKER
& TILGHMAN, P.A.
ATTORNEYS AT LAW
SALISBURY, MD

FILED

JUL 8 1994
CLERK, WICOMICO CO. CC.

11

LIBER 3 PAGE 260

CITY OF FRUITLAND

401 EAST MAIN STREET
P.O. DRAWER FFRUITLAND, MARYLAND 21826-0120
TELEPHONE 410-548-2800
FAX 410-548-2808

VALERIE J. MANN, President
 HOWARD L. OUTTEN, Treasurer
 LESLIE M. WILLIAMS, Councilman
 GLORIA J. ORTIZ, Councilwoman
 THEODORE O. LOKEY, 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

July 1, 1998

VIA HAND DELIVERY

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

RE: Cedar Lane/Hanna 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/Hanna Annexation" the following documents:

1. Amended Petition for Annexation with attached Exhibit A and attached Certification, Amended;
2. Notice of Annexation;
3. Annexation Resolution No. 1-97 to which is attached Exhibit A and the Annexation Agreement dated December 1, 1997; and
4. The plat entitled "Ames Plaza Annexation Plat", made by Hampshire, Hampshire & Andrews, Inc., Maryland Registered Land Surveyors, dated July 9, 1992.

JUL 1 3 51 PM '98
 WICOMICO CO.

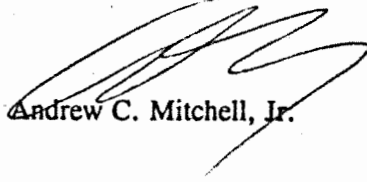
Mr. Mark Bowen, Clerk
July 1, 1998
Page Two

LIBER

3 PAGE 261

A copy of Exhibit A has been made available to the local office of the Department of Assessments 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.

ACM, Jr./hvh
Fruitland/Hanna 11-147 Bowen Ltr.

JUL 1 3 51 PM '98

FRUITLAND WIDCOMICO CO

LIBER 3 PAGE 262

IN THE MATTER OF THE * BEFORE THE CITY COUNCIL
 PETITION FOR ANNEXATION BY * OF THE CITY OF FRUITLAND
 HENRY H. HANNA III, DARA * WICOMICO COUNTY, MARYLAND
 L. HANNA and MERRILL W. *
 TILGHMAN, JR. *

* * * * *

AMENDED PETITION FOR ANNEXATION

The Petitioners, Henry H. Hanna III, Dara L. Hanna, and Merrill W. Tilghman, Jr., owners in fee simple of the property described in Parcel A of Exhibit "A" attached hereto, 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 an Amendment to the Petition of Henry H. Hanna III and Dara L. Hanna received by the Fruitland City Council on July 8, 1997, necessary by reason of Merrill W. Tilghman, Jr. having acquired an interest in said property.

Henry H. Hanna III (SEAL)
 Henry H. Hanna III

Dara L. Hanna (SEAL)
 Dara L. Hanna

Merrill W. Tilghman Jr (SEAL)
 Merrill W. Tilghman, Jr.

Received this 5th day of ~~November~~ ^{December}, 1997, by
 CITY COUNCIL OF THE CITY OF FRUITLAND

BY: *Valerie J. Mann* (SEAL)
 Valerie J. Mann, President

THIS IS A PHOTOCOPY
 NOT AN ORIGINAL

| | | |
|----------------------------|---|---------------------------|
| IN THE MATTER OF THE | * | BEFORE THE CITY COUNCIL |
| PETITION FOR ANNEXATION BY | * | OF THE CITY OF FRUITLAND |
| HENRY H. HANNA III, DARA | * | WICOMICO COUNTY, MARYLAND |
| L. HANNA AND MERRILL W. | * | |
| TILGHMAN, JR. | * | |

* * * * *

EXHIBIT A
AMENDED

ALL that certain tract or parcel of land situate, lying and being adjacent to The City of Fruitland in the Fruitland Election District of Wicomico county, Maryland, on the Northeasterly side of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and including the area of said U.S. Route No. 13 and its right of way and the railway bed, tracks and right of way of Consolidated Rail Corporation or its successors adjacent thereto, and on the Easterly side of and near Cedar Lane, also known as County Route 513, and as more particularly described in two parcels as follows:

PARCEL A: Beginning at a point on the existing boundary line between City of Fruitland and Wicomico County a distance of 218 feet from the easterly line of Cedar Lane, thence (1) by and with the said boundary line North 53 degrees 11 minutes 31 seconds East, a distance of 248.44 feet to a point in the said boundary line; thence (2) North 19 degrees 52 minutes 52 seconds West, a distance of 579.70 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1598.77 feet to a point on the proposed new Corporate Boundary between City of Fruitland and Wicomico County, and thence in a southerly direction by and with the said proposed Corporate Boundary 1268.16 feet, more or less, along the static waterline of the Tony Tank Pond to a point; thence (4) South 53 degrees 11 minutes 31 seconds West, a distance of 1869.36 feet to a point in the existing boundary line between the City of Fruitland and Wicomico County; thence (5) by and with that said boundary line North 13 degrees 21 minutes 47 seconds West, a distance of approximately 96.34 feet to the point of beginning, being that portion of the same land conveyed unto the Petitioners Henry H. Hanna III and Dara L. Hanna, by deed from Community Building Suppliers, Inc. dated December 19, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1088, Folio 402, which is not already within the City and later an interest therein conveyed by the said Henry H. Hanna III and Dara L. Hanna to Merrill W. Tilghman, Jr., containing 27.77 acres of land, more or less.

PARCEL B: Beginning at a point in the existing boundary line between City of Fruitland and Wicomico County, the said point being a junction of the properties currently

owned by Masten Building Supply, the Petitioners and Consolidated Rail Corporation or its successors thence (1) by and with the said existing Corporate Boundary, South 39 degrees 57 minutes 40 seconds West, a distance of 202.15 feet to a point in the said boundary line; thence (2) North 13 degrees 21 minutes 47 seconds West, a distance of 288.02 feet to a point; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1396.29 feet to a point in the said boundary line; thence (4) North 50 degrees 2 minutes 20 seconds West, a distance of 25 feet to a point in the said line; thence (5) North 39 degrees 57 minutes 40 seconds East, a distance of 232.60 feet to a point on the proposed Corporate Boundary between City of Fruitland and Wicomico County; thence (6) South 50 degrees 2 minutes 20 seconds East, a distance of 256 feet to a point in the said proposed line; thence (7) South 39 degrees 57 minutes 40 seconds West, a distance of 1,598.77 feet to the point of beginning, and being that area now occupied by Consolidated Rail Corporation or its successors, its tracks and right of way, and U.S. Route No. 13, its roadbed, median strip and right of way, and being 9.09 acres of land, more or less.

The said Parcels A & B above, being more fully designated on that plat entitled "Annexation Plat University Business and Technology Park for Henry Hanna" made by Philip Parker & Associates, dated 9/21/97, and intended to be recorded as the Annexation Plat in these proceedings in the Circuit Court of Wicomico County, Maryland.

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HANNA ANNEXATION
CERTIFICATION
AMENDED

This is to certify that I have examined the Amended Petition for Annexation and have verified that to the best of my knowledge, the signatures thereon are genuine and the persons having signed the Amended Petition represent the owners of at least twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed and that there are no registered voters nor other people residing therein.

Valerie J. Mann

Valerie J. Mann, President
City Council of The City of Fruitland

December 1, 1997

Date

WDWF\Fruitland\00011-147 AnnexationCertificationAmended

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

LIBER 3 PAGE 266

ANDREW C. MITCHELL, JR.
ATTORNEY FOR THE CITY OF FRUITLAND
107 NORTH BAPTIST STREET
SALISBURY, MD 21801

NOTICE OF ANNEXATION
TO THE CITY OF FRUITLAND
HANNA 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 July 8, 1997, Annexation Resolution No. 1-97 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 "Hanna Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to 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 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, DECEMBER 30, 1997
at 7:00 p.m.
IN THE FRUITLAND CITY HALL
FRUITLAND, MARYLAND

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

The proposed area and conditions of annexation are as follows:

ALL that certain tract or parcel of land situate, lying and being adjacent to the City of Fruitland in the Fruitland Election District of Wicomico County, Maryland, on the Northeasterly side of the Southwestern line of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and on the Easterly side of and near Cedar Lane, also

known as County Route 513, and as more particularly described as follows:

PARCEL A: Beginning at a point on the existing boundary line between City of Fruitland and Wicomico County a distance of 218 feet from the easterly line of Cedar Lane, thence (1) by and with the said boundary line North 53 degrees 11 minutes 31 seconds East, a distance of 248.44 feet to a point in the said boundary line; thence (2) North 19 degrees 52 minutes 52 seconds West, a distance of 579.70 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1598.77 feet to a point on the proposed new Corporate Boundary between City of Fruitland and Wicomico County, and thence in a Southerly direction by and with the said proposed Corporate Boundary 1268.16 feet, more or less, along the static waterline of the Tony Tank Pond to a point; thence (4) South 53 degrees 11 minutes 31 seconds West, a distance of 1869.36 feet to a point in the existing boundary line between the City of Fruitland and Wicomico County; thence (5) by and with that said boundary line North 13 degrees 21 minutes 47 seconds West, a distance of approximately 96.34 feet to the point of beginning, being that portion of the same land conveyed unto the Petitioners Henry H. Hanna III and Dara L. Hanna, by deed from Community Building Suppliers, Inc. dated December 19, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1088, Folio 402, which is not already within the city and later an interest therein conveyed by the said Henry H. Hanna III and Dara L. Hanna to Merrill W. Tilghman, Jr., containing 27.77 acres of land, more or less

PARCEL B: Beginning at a point in the existing boundary line between City of Fruitland and Wicomico County, the said point being a junction of the properties currently owned by Masten Building Supply, the Petitioners and Consolidated Rail Corporation or its successors, thence (1) by and with the said existing Corporate Boundary, South 39 degrees 57 minutes 40 seconds West, a distance of 202.15 feet to a point in the said boundary line; thence (2) North 13 degrees 21 minutes 47 seconds West, a distance of 288.02 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1396.29 feet to a point in the said boundary line; thence (4) North 50 degrees 2 minutes 20 seconds West, a distance of 25 feet to a point; thence (5) North 39 degrees 57 minutes 40 seconds East, a distance of 232.60 feet to a point on the proposed Corporate Boundary between City of

Fruitland and Wicomico County; thence (6) South 50 degrees 2 minutes 20 seconds East, a distance of 256 feet to a point in the said proposed line; thence (7) South 39 degrees 57 minutes 40 seconds West, a distance of 1,598.77 feet to the point of beginning, and being that area now occupied by Consolidated Rail Corporation or its successors its tracks and right of way, and U.S. Route No. 13, its roadbed, median strip and right of way, and being 9.09 acres of land, more or less.

The said Parcels A & B above, being more fully designated on that plat entitled "Annexation Plat University Business and Technology Park for Henry Hanna" made by Philip Parker & Associates, dated 9/21/97, and intended to be recorded as the Annexation Plat in these proceedings in the Circuit Court of Wicomico County, Maryland

SERVICES AND TAXES

1. All costs shall be borne by Petitioners, except those extra costs incurred in surveying Parcel B and amending the documents to add it.
2. Petitioners, shall operate said property in keeping with the City zoning which shall be C-7, Business and Technology Park District.
3. Water and Sanitary Sewer services (subject to any consent order with MDE or EPA) will be made available to Petitioners' property line upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation.
4. 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 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.
5. 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 Petitioner's property as well as for all public works within the area including, water and sewer lines, pump stations, if necessary, storm water management facilities, curb and gutter and street paving, and lighting.
6. City will waive 100% of its business, personal property and real estate taxes on each lot within the subdivision for a period of five (5) years from the time the lot is sold or occupied, and thereafter will waive 80% of those taxes in the sixth year, 60% in the seventh year, 40% in the eighth year, 20% in the ninth year and 0% in the tenth year. Lots which

LIBER 3 PAGE 269

remain vacant and unsold will not be taxed the City's portion of the aforesaid taxes until they are sold or occupied or until the end of fiscal year 2013 - 2014. At all times that the 100% waiver of business personal property and real estate taxes is in effect for a particular lot, that lot and its owner will be assessed, in lieu of taxes, the amount of \$50.00 if the lot is vacant, unoccupied and unsold, or \$200.00 if it has been sold or occupied. Each lot and its owner shall remain, at all times, responsible for all user fees, front foot assessments and other such taxes. The waiver shall not effect taxes, if any, assessed to those portions of the annexation contained in Parcel B

7. Petitioners will dedicate to the City all those public works as shown on the Subdivision Development Plan which shall include, but not be limited to, all roads, curbs, gutters, sewer lines, water lines, and other such facilities, all of which shall be installed at Petitioners' expense.

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
Valerie J. Mann
President of the City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:

11/24/97, 12/1/97, 12/8/97 and 12/15/97

Bill The City of Fruitland directly at:

City of Fruitland
P. O. Drawer F
Fruitland, MD 21826

LIBER 3 PAGE 270
ANNEXATION RESOLUTION NO. 1-97

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/Hanna Annexation" bounded on the Northeast by Tony Tank Creek, on the East by the lands of the Perdue Estate, on the South by lands of Masten Lumber Supply and binding upon Cedar Lane;' and bounded on the West by the Corporate Limits of the City of Fruitland; and including the lands owned by Consolidated Rail Corporation and a portion of U. S. Route 13.

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/Hanna 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 (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 8th day of July 1997, as will more particularly appear by the certification of Valerie J. Mann, President of the City Council, attached hereto; and

WHEREAS, the City Council of the City of Fruitland, upon consideration of the Petition for Annexation submitted by Henry H. Hanna III and Dara L. Hanna,

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considered and decided to expand the requested Annexation Petition to include those properties of Consolidated Rail Corporation and U. S. Route 13, in order to square up the boundary line between the City and Wicomico County at that point; and

WHEREAS, during the pendency of the annexation Petition and prior to the public hearing, an interest in the lands of the original Petitioners was sold to Merrill W. Tilghman, Jr., and he has joined in an Amended Petition for the said annexation; and

WHEREAS, the City of Fruitland has caused to be made a certification of the signatures on said Amended Petition for Annexation and has verified that the persons signing the Petition represent twenty-five percent (25%) of the persons who are eligible voters, there being known, 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 1ST day of December, 1997, as will more particularly appear in the certification of Valerie J. Mann, President of the City Council, attached hereto and designated Hanna Annexation Certification Amended; and

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

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 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" Amended 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 30th day of December, 1997, 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.

This resolution was introduced and read and passed at the regular meeting of the Council of The City of Fruitland held on the 8th day of July 1997, and having been

duly published as required by law in the meantime, was finally passed, in this form after a public hearing at its meeting held on the 30th day of December, 1997.

ATTEST:

Richard M. Poltun

Theodore S. Loken

Howard L. Outten

R. W. Lucas

Glenn Poltun

Valerie J. ...

W:\mp\Fruitland\Hanna Annex Resolution 102897

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

IN THE MATTER OF THE * BEFORE THE CITY COUNCIL
 PETITION FOR ANNEXATION BY * OF THE CITY OF FRUITLAND
 HENRY H. HANNA III, DARA * WICOMICO COUNTY, MARYLAND
 L. HANNA AND MERRILL W. *
 TILGHMAN, JR. *

* * * * *

EXHIBIT A
AMENDED

ALL that certain tract or parcel of land situate, lying and being adjacent to The City of Fruitland in the Fruitland Election District of Wicomico county, Maryland, on the Northeasterly side of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and including the area of said U.S. Route No. 13 and its right of way and the railway bed, tracks and right of way of Consolidated Rail Corporation or its successors adjacent thereto, and on the Easterly side of and near Cedar Lane, also known as County Route 513, and as more particularly described in two parcels as follows:

PARCEL A: Beginning at a point on the existing boundary line between City of Fruitland and Wicomico County a distance of 218 feet from the easterly line of Cedar Lane, thence (1) by and with the said boundary line North 53 degrees 11 minutes 31 seconds East, a distance of 248.44 feet to a point in the said boundary line; thence (2) North 19 degrees 52 minutes 52 seconds West, a distance of 579.70 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1598.77 feet to a point on the proposed new Corporate Boundary between City of Fruitland and Wicomico County, and thence in a southerly direction by and with the said proposed Corporate Boundary 1268.16 feet, more or less, along the static waterline of the Tony Tank Pond to a point; thence (4) South 53 degrees 11minutes 31 seconds West, a distance of 1869.36 feet to a point in the existing boundary line between the City of Fruitland and Wicomico County; thence (5) by and with that said boundary line North 13 degrees 21 minutes 47 seconds West, a distance of approximately 96.34 feet to the point of beginning, being that portion of the same land conveyed unto the Petitioners Henry H. Hanna III and Dara L. Hanna, by deed from Community Building Suppliers, Inc. dated December 19, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1088, Folio 402, which is not already within the City and later an interest therein conveyed by the said Henry H. Hanna III and Dara L. Hanna to Merrill W. Tilghman, Jr., containing 27.77 acres of land, more or less.

PARCEL B: Beginning at a point in the existing boundary line between City of Fruitland and Wicomico County, the said point being a junction of the properties currently

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owned by Masten Building Supply, the Petitioners and Consolidated Rail Corporation or its successors thence (1) by and with the said existing Corporate Boundary, South 39 degrees 57 minutes 40 seconds West, a distance of 202.15 feet to a point in the said boundary line; thence (2) North 13 degrees 21 minutes 47 seconds West, a distance of 288.02 feet to a point; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1396.29 feet to a point in the said boundary line; thence (4) North 50 degrees 2 minutes 20 seconds West, a distance of 25 feet to a point in the said line; thence (5) North 39 degrees 57 minutes 40 seconds East, a distance of 232.60 feet to a point on the proposed Corporate Boundary between City of Fruitland and Wicomico County; thence (6) South 50 degrees 2 minutes 20 seconds East, a distance of 256 feet to a point in the said proposed line; thence (7) South 39 degrees 57 minutes 40 seconds West, a distance of 1,598.77 feet to the point of beginning, and being that area now occupied by Consolidated Rail Corporation or its successors, its tracks and right of way, and U.S. Route No. 13, its roadbed, median strip and right of way, and being 9.09 acres of land, more or less.

The said Parcels A & B above, being more fully designated on that plat entitled "Annexation Plat University Business and Technology Park for Henry Hanna" made by Philip Parker & Associates, dated 9/21/97, and intended to be recorded as the Annexation Plat in these proceedings in the Circuit Court of Wicomico County, Maryland.

ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 1st day of, ^{December} ~~November~~ 1997, by and between HENRY H. HANNA III, DARA L. HANNA, and MERRILL W. TILGHMAN, JR. 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 in the Fruitland Election District of Wicomico County, Maryland, a portion of which is in the City and a portion of which is not; 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, into the City limits of the City of Fruitland, the parcel of said property being more particularly described as follows, to wit:

ALL that certain tract or parcel of land situate, lying and being adjacent to the City of Fruitland in the Fruitland Election District of Wicomico County, Maryland, on the Northeasterly side of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and on the Easterly side of and near Cedar Lane, also known as County Route 513, and as more particularly described as follows:

PARCELA: Beginning at a point on the existing boundary line between City of Fruitland and Wicomico County a distance of 218 feet from the easterly line of Cedar Lane, thence (1) by and with the said boundary line North 53 degrees 11 minutes 31 seconds East, a distance of 248.44 feet to a point in the said boundary line; thence (2) North 19 degrees 52 minutes 52 seconds West, a distance of 579.70 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1598.77 feet to a point on the proposed new Corporate Boundary between City of Fruitland and Wicomico County, and thence in a Southerly direction by and with the said proposed Corporate Boundary 1268.16 feet, more or less, along the static waterline of the Tony Tank Pond to a point; thence (4) South 53 degrees 11 minutes 31 seconds West, a distance of 1869.36 feet to a point in the existing boundary line between the City of Fruitland and Wicomico County; thence (5) by and with that said boundary line North 13 degrees 21 minutes 47 seconds West, a distance of approximately 96.34 feet to the point of beginning, being that portion of the same

land conveyed unto the Petitioners Henry H. Hanna III and Dara L. Hanna, by deed from Community Building Suppliers, Inc. dated December 19, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1088, Folio 402, which is not already within the city and later an interest therein conveyed by the said Henry H. Hanna III and Dara L. Hanna to Merrill W. Tilghman, Jr., containing 27.77 acres of land, more or less.

WHEREAS, when the said Petition was introduced and given first reading at the regularly scheduled meeting of the City Council of the City of Fruitland on July 8, 1997, the Council expressed a desire to consider annexing, in addition to the Petitioners' land, that land to the North thereof over which there is a rail road track right of way and further to the North thereof over which there is a right of way for U.S. Route 13, so as to square off the City's boundary line with Wicomico County at Tony Tank Lake; and

WHEREAS, having decided that it is in the best interest of the City of Fruitland and the surrounding residents to act upon the above consideration, the City has expanded the annexation to include the following property:

All that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located to the north of and adjacent to the property described above, and being generally the railway, track and right of way of Consolidated Rail Corporation or its successors and the roadbed, median strip and right of way of U.S. Route No. 13, and as more particularly described as follows:

PARCEL B: Beginning at a point in the existing boundary line between City of Fruitland and Wicomico County, the said point being a junction of the properties currently owned by Masten Building Supply, the Petitioners and Consolidated Rail Corporation or its successors, thence (1) by and with the said existing Corporate Boundary, South 39 degrees 57 minutes 40 seconds West, a distance of 202.15 feet to a point in the said boundary line; thence (2) North 13 degrees 21 minutes 47 seconds West, a distance of 288.02 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1396.29 feet to a point in the said boundary line; thence (4) North 50 degrees 2 minutes 20 seconds West, a distance of 25 feet to a point; thence (5) North 39 degrees 57 minutes 40 seconds East, a distance of 232.60 feet to a point on the proposed Corporate Boundary between City of Fruitland and Wicomico County; thence (6) South 50 degrees 2 minutes 20 seconds East, a distance of 256

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feet to a point in the said proposed line; thence (7) South 39 degrees 57 minutes 40 seconds West, a distance of 1,598.77 feet to the point of beginning, and being that area now occupied by Consolidated Rail Corporation or its successors its tracks and right of way, and U.S. Route No. 13, its roadbed, median strip and right of way, and being 9.09 acres of land, more or less.

The said Parcels A & B above, being more fully designated on that plat entitled "Annexation Plat University Business and Technology Park for Henry Hanna" made by Philip Parker & Associates, dated 9/21/97, and intended to be recorded as the Annexation Plat in these proceedings in the Circuit Court of Wicomico County, Maryland

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 costs, attorney's fees and all other related and miscellaneous costs in regard to said annexation. Petitioners have requested the enactment of a new Zoning District to be known as C-7 Business and Technology Park District the cost of which, including advertising and legal fees, shall be borne by Petitioners as is done with all City request ordinances. All legal work shall be done by the City Solicitor at the Petitioners' expense. City will, however, pay the additional costs incurred in legal expenses related to and for a survey of any lands annexed at

this time which Petitioners do not now own and do not become the owners of during the annexation process.

3. As used herein the term *Property* shall mean that property now or at any time in the annexation process which is owned by the Petitioners, and shall not mean any additional land annexed by the City as a part of this Annexation, unless the context of its use makes it clear that the same was intended.

4. Petitioners, shall develop said property into a Business Park substantially similar to that as set forth on Subdivision Plan prepared by Philip Parker & Associates dated June 17, 1997. This development will be done in substantially the following scheduled:

- a. Commencement of Site Work: January 5, 1998
- b. Sewer and Water Lines Installed: March 2, 1998
- c. Curb and Gutter June 1, 1998
- d. Streets Paved: July 1, 1998

5. 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 to and throughout the property of the Petitioners, and the extension of the sanitary sewer line in the same manner and the appurtenant and related expenses thereto, will be paid for by Petitioners.

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

7. 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, PROVIDED HOWEVER, that it is understood that the use of the sanitary sewer will be extended only as permitted by the Citizens Advisory Report previously adopted by the City Council with the force of an Ordinance and as allocation of capacity is available pursuant to City's Consent Order with MDE, EPA or such other Agency or Authority as may have jurisdiction over same, as such Order may be amended from time to time.

8. Petitioners shall pay or reimburse City for costs and expenses incurred pursuant to the terms of Paragraph Number 2 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 develop the Business Park referenced in Paragraph Number 3 above, and will be required to expend funds as referenced in Paragraphs Number 2, 6 and 8 above, and elsewhere herein, 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 City's portion of those taxes assessed for the years and or portions of those taxes as set out below as set forth herein:

| <u>Fiscal Year</u> | <u>Business Personal Property Tax – waived</u> | <u>Real Estate Tax – waived</u> |
|--------------------|--|-------------------------------------|
| 1 st | 100% | 100% |
| 2 nd | 100% | 100% |
| 3 rd | 100% | 100% |
| 4 th | 100% | 100% |
| 5 th | 100% | 100% |
| 6 th | 80% | 80% |
| 7 th | 60% | 60% |
| 8 th | 40% | 40% |
| 9 th | 20% | 20% |
| 10 th | 0% | 0% |

Petitioners shall, however, be charged all ordinary and standard user fees including, but not limited to water, sewer, front foot assessments for water and sewer, garbage, and building permits and shall make payment in lieu of taxes for other City services at the rate of \$50.00 per vacant lot in Fiscal Year 1998-99 until sold, occupied or until the end of Fiscal Year 2013 – 2014, whichever shall last occur and \$200.00 per sold or occupied lot for the 1st Fiscal Year through the 5th Fiscal Year.

The 1st Fiscal Year shall not be deemed to have begun for a particular lot, until such time as the lot is sold and transferred of record to a party not legally a successor to Petitioner in the development of the Business Park, or a building located on said lot is occupied in any fashion for other than its construction. In the event that a lot remains unsold, vacant and/or unoccupied beyond Fiscal Year 2008 – 2009, as set out above, the 1st Fiscal Year shall be deemed to have

begun at the beginning of the new Fiscal Year, 2009 – 2010. the term "lot" shall mean those lots as set forth in the Subdivision Plan referenced above.

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 this Agreement constitutes a binding contract enforceable by either party.

11. Upon annexation the Property will be zoned C-7 Business and Technology Park District.

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

13. City shall, at Petition's request assist Petitioner in obtaining favorable loans, grants and subsidies, which would not otherwise be available or not available at such favorable rates without the City's cooperation and assistance. If requested, City will need to employ a Grant Consultant to assist in same. Petitioners agree to pay or reimburse City for such costs incurred including, where applicable, the repayment of loans, grants and subsidies.

14. This Agreement is the acknowledgement and ratification of negotiations and dealings between the parties initiated prior to the original Petition for Annexation acted upon by the Fruitland City Council on July 8, 1997, and the parties hereto agree, ratify and acknowledge that there have been expenses incurred by City of Fruitland in the preparation and advertisement of the Request Ordinance for New Zoning District, and in the various aspects of the annexation, heretofore, which said costs, expenses and fees are to be considered a part of those enumerated in Paragraphs 2, 6 and 8 and elsewhere, in the same are accepted by the parties hereto.

15. 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.

16. 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 1st day of December, 1997.

WITNESSES:

Donna K. Hanulak

Henry H. Hanna III (SEAL)
Henry H. Hanna III

Donna K. Hanulak

Dara L. Hanna (SEAL)
Dara L. Hanna

Donna K. Hanulak

Merrill W. Tilghman, Jr. (SEAL)
Merrill W. Tilghman, Jr.

CITY COUNCIL OF
THE CITY OF FRUITLAND

Valerie J. Mann

BY: Valerie J. Mann (SEAL)
VALERIE J. MANN, President

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of DECEMBER, 1997, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry H. Hanna III and acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: AUGUST 1, 2000

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of DECEMBER, 1997, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dara L. Hanna and acknowledged the foregoing to be her act.

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: AUGUST 1, 2000

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of DECEMBER, 1997, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Merrill W. Tilghman, Jr. and acknowledged the foregoing to be his act.

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: AUGUST 1, 2000

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

LIBER 3 PAGE 285

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of December, 1997, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Valerie J. Mann and acknowledged herself to be the President of the City Council of the City of Fruitland and that as such President being authorized to do, executed the foregoing for the purposes therein contained

AS WITNESS my hand and Notarial Seal.



Richard M. Politz
Notary Public

My Commission Expires: 4/6/99

THIS IS A PHOTOCOPY
NOT AN ORIGINAL

W:\mp\Fruitland\00011-147Hanna Annex Agreement

| | | |
|----------------------------|---|---------------------------|
| IN THE MATTER OF THE | * | BEFORE THE CITY COUNCIL |
| PETITION FOR ANNEXATION BY | * | OF THE CITY OF FRUITLAND |
| HENRY H. HANNA III, DARA | * | WICOMICO COUNTY, MARYLAND |
| L. HANNA AND MERRILL W. | * | |
| TILGHMAN, JR. | * | |

* * * * *

EXHIBIT A
AMENDED

ALL that certain tract or parcel of land situate, lying and being adjacent to The City of Fruitland in the Fruitland Election District of Wicomico county, Maryland, on the Northeasterly side of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and including the area of said U.S. Route No. 13 and its right of way and the railway bed, tracks and right of way of Consolidated Rail Corporation or its successors adjacent thereto, and on the Easterly side of and near Cedar Lane, also known as County Route 513, and as more particularly described in two parcels as follows:

PARCEL A: Beginning at a point on the existing boundary line between City of Fruitland and Wicomico County a distance of 218 feet from the easterly line of Cedar Lane, thence (1) by and with the said boundary line North 53 degrees 11 minutes 31 seconds East, a distance of 248.44 feet to a point in the said boundary line; thence (2) North 19 degrees 52 minutes 52 seconds West, a distance of 579.70 feet to a point in the said boundary line; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1598.77 feet to a point on the proposed new Corporate Boundary between City of Fruitland and Wicomico County, and thence in a southerly direction by and with the said proposed Corporate Boundary 1268.16 feet, more or less, along the static waterline of the Tony Tank Pond to a point; thence (4) South 53 degrees 11minutes 31 seconds West, a distance of 1869.36 feet to a point in the existing boundary line between the City of Fruitland and Wicomico County; thence (5) by and with that said boundary line North 13 degrees 21 minutes 47 seconds West, a distance of approximately 96.34 feet to the point of beginning, being that portion of the same land conveyed unto the Petitioners Henry H. Hanna III and Dara L. Hanna, by deed from Community Building Suppliers, Inc. dated December 19, 1986, and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. No. 1088, Folio 402, which is not already within the City and later an interest therein conveyed by the said Henry H. Hanna III and Dara L. Hanna to Merrill W. Tilghman, Jr., containing 27.77 acres of land, more or less.

PARCEL B: Beginning at a point in the existing boundary line between City of Fruitland and Wicomico County, the said point being a junction of the properties currently

owned by Masten Building Supply, the Petitioners and Consolidated Rail Corporation or its successors thence (1) by and with the said existing Corporate Boundary, South 39 degrees 57 minutes 40 seconds West, a distance of 202.15 feet to a point in the said boundary line; thence (2) North 13 degrees 21 minutes 47 seconds West, a distance of 288.02 feet to a point; thence (3) North 39 degrees 57 minutes 40 seconds East, a distance of 1396.29 feet to a point in the said boundary line; thence (4) North 50 degrees 2 minutes 20 seconds West, a distance of 25 feet to a point in the said line; thence (5) North 39 degrees 57 minutes 40 seconds East, a distance of 232.60 feet to a point on the proposed Corporate Boundary between City of Fruitland and Wicomico County; thence (6) South 50 degrees 2 minutes 20 seconds East, a distance of 256 feet to a point in the said proposed line; thence (7) South 39 degrees 57 minutes 40 seconds West, a distance of 1,598.77 feet to the point of beginning, and being that area now occupied by Consolidated Rail Corporation or its successors, its tracks and right of way, and U.S. Route No. 13, its roadbed, median strip and right of way, and being 9.09 acres of land, more or less.

The said Parcels A & B above, being more fully designated on that plat entitled "Annexation Plat University Business and Technology Park for Henry Hanna" made by Philip Parker & Associates, dated 9/21/97, and intended to be recorded as the Annexation Plat in these proceedings in the Circuit Court of Wicomico County, Maryland.

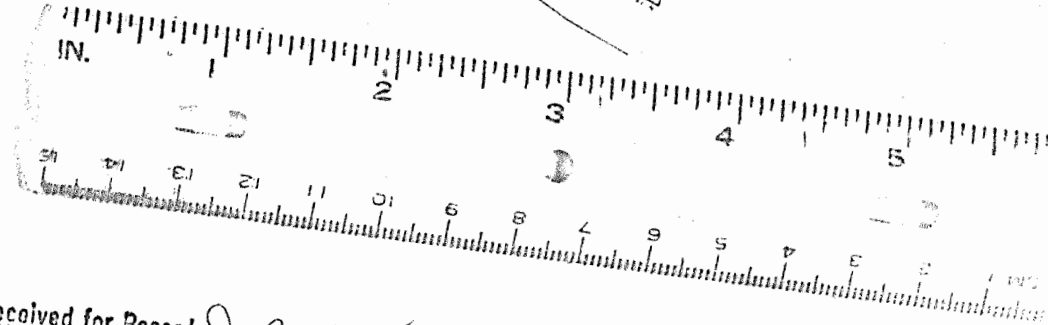
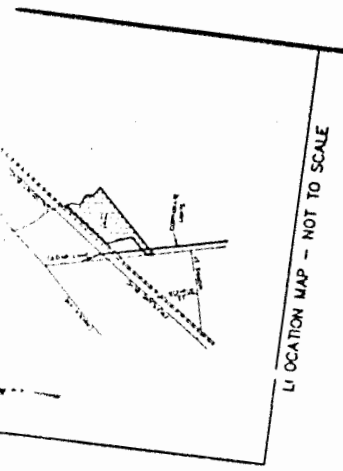
3 PAGE 288

CITY OF FRUITLAND
WICOMICO COUNTY
U. S. ROUTE NO. 13
PROPOSED AREA TO BE ANNEXED OF
U. S. ROUTE NO. 13 AND CONSOLIDATED RAIL CORPORATION
9.09± ACRES

PROPOSED AREA TO BE ANNEXED OF
UNIVERSITY BUSINESS AND TECHNOLOGY PARK
27.77± ACRES

ANNEXATION PLAT
UNIVERSITY BUSINESS
AND TECHNOLOGY PARK
FOR HENRY HANNA

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Received for Record *July 1, 1978* and recorded in the
Records of Wicomico County, Maryland in Liber *M.C.B. 228*
No. *260-288* Folios
Mark S. Brown Clerk

EX a D MITCHELL, ATTY 9-15-98

RESOLUTION NO. 1998 -2

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits to the Town of Delmar located on the Northerly side of Foskey Lane and including portions of Foskey Lane and U.S. Route 13, to be known as the "Flowers Unlimited Annexation".

WHEREAS, the Town of Delmar has received a petition to annex, 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 Southerly corporate limits of the Town of Delmar and to be known as the "Flowers Unlimited Annexation" for identification; and

WHEREAS, the Town of Delmar 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 and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of June 8, 1998, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, 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 MAYOR AND COMMISSIONERS OF DELMAR, That it is hereby proposed and recommended that the boundaries of the Town of Delmar 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, located on the Northerly side of Foskey Lane, portions of Foskey Lane, and U.S. Route 13, and being more particularly described on Exhibit "A" attached hereto and made a part hereto.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 MAYOR AND COMMISSIONERS OF DELMAR, That the Commissioners hold a public hearing on the annexation hereby proposed on July, 27, 1998, at 8:00 o'clock p.m. in the Delmar Town Hall 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 Delmar, 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 the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY the MAYOR AND COMMISSIONERS OF DELMAR, 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 Mayor and Commissioners of Delmar held on this 8 day of June, 1998, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 27 day of July, 1998.

Robert Neilson
Robert Neilson, Town Manager

P. Douglas Niblett
P. Douglas Niblett, Mayor

EXHIBIT "A"

ALL that lot or parcel of land situate, lying and being in the Delmar Election District of Wicomico County, State of Maryland on the Northside and binding upon and including a portion of Foskey Lane and on the West side and binding upon and including a portion of U.S. Route 13 and more particularly described as follows:

BEGINNING for the same at a concrete monument found on the Northerly line of Foskey Lane at the Southeast corner of the lands now or formerly owned by Steve J. and Ellen B. Outten; thence 1) by and with the said Outten Lands, North 4 degrees 18 minutes 50 seconds East a distance of 591.52 feet to a concrete monument found at the Northeast corner of the Outten Lands and the Southerly line of the lands now or formerly owned by Russell W. and Elizabeth H. Owens; thence 2) by and with the Southerly line of the Owens Land North 88 degrees 42 minutes 50 seconds East a distance of 581.79 feet to a point at the Northwest corner of the lands now or formerly owned by William J. and Lillian M. Moton; thence 3) by and with the westerly line of the said Moton Lands South 02 degrees 49 minutes 50 seconds a distance of 718.65 feet to a concrete monument found at the Southwest corner of the said Moton Lands and the Northerly line of said Foskey Lane; thence by and with the Northerly line of said Foskey Lane the following four courses and distances, 4) South 79 degrees 15 minutes 31 seconds East a distance of 127.75 feet; 5) South 78 degrees 54 minutes 03 seconds East a distance of 243.77 feet; 6) South 78 degrees 49 minutes 28 seconds East a distance of 246.36 feet 7) South 79 degrees 00 minutes 25 seconds East a distance of 432.47 feet to the westerly line of U.S. Route 13 and across U.S. Route 13 to the existing corporate limits of the Town of Delmar; thence 8) by and with the existing corporate limits of the Town of Delmar, South 09 degrees 58 minutes 57 seconds West a distance of 30.00 feet to the Southerly line of Foskey Lane; thence by and with the said Southerly line of Foskey Lane and across U.S. Route 13 the following five courses and distances, 9) North 79 degrees 00 minutes 25 seconds West a distance of 433.05 feet; 10) North 78 degrees 49 minutes 28 seconds West a distance of 246.38 feet; 11) North 78 degrees 54 minutes 03 seconds West a distance of 243.65 feet; 12) North 79 degrees 15 minutes 31 seconds West a distance of 127.14 feet; 13) North 78 degrees 59 minutes 40 seconds West a distance of 598.85 feet to a point; thence 14) across Foskey Lane North 04 degrees 18 minutes 50 seconds East a distance of 30.20 feet to a concrete monument found and the place of beginning; continuing 9.981 acres of land, more or less, and being more particularly described on a plat entitled "Annexation Drawing of the Lands of Flowers Unlimited, Inc., A Portion of Foskey Lane and A Portion of U.S. Route 13, dated April 1998 and made by Davis, Bowen & Friedel, Inc.

LIBER

3 PAGE 31

EXHIBIT "B"**TERMS AND CONDITIONS OF ANNEXATION****A. SERVICES AND TAXES**

1. Property taxes will be assessed at the full rate of taxes at the first normal taxing period following annexation on that property identified on Exhibit "A".

2. The annexed area will be provided normal Town services upon request, subject however, to current Town Policies and availability. Any services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as possible.

B. GENERAL PROVISIONS

1. After the effective date of the annexation, the provisions of the Charter of the Town of Delmar and all ordinances, resolutions, rules and regulations of the Town of Delmar in effect on said date shall apply to the annexed area to the same extent as to the Town as a whole.

2. The Petitioner agrees to pay the cost of construction for all utilities required to support the proposed development including off-site water mains and sanitary service to the point of connection with existing Town lines. The construction of the utilities shall be in strict accordance with the standards and specifications of the Town of Delmar and it is further understood that the Petitioner will remain responsible for maintenance of said utilities until accepted by the Town.

3. The Petition shall pay the required tap fees of \$2,000.00 for sewer and \$350.00 for water, per unit, in full, prior to a unit being connected to the Town lines.

4. The Petitioner agrees to provide all on-site public streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.

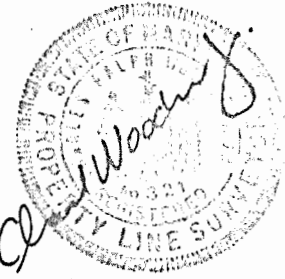
5. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be Community Business.

6. The Petitioner will pay all costs associated with the costs of the annexation including attorneys fees, advertising costs and plat preparation, regardless of the outcome of the annexation.

NOW OR FORMERLY
RUSSELL W. AND
ELIZABETH H. OWENS
343/594

NOW OR FORMERLY
STEVE J. & ELLEN B.
OUTTEN
761/483

MARYLAND STATE GRID
(NAD 1927 ADJUSTMENT)



CONCRETE
MONUMENT
FOUND

N 88°42'50" E (B) 581.79

N 04°18'50" E (A) 591.52'

10' UTILITY
EASEMENT
(TYPICAL)

**PROPOSED
ANNEXATION
AREA = 9.981 ACRES**

LANDS OF
FLOWERS UNLIMITED, INC.
DEED 1498/711, PLAT 435/276
LOT AREA 8.844 ACRES

NOW OR FORMERLY
WILLIAM J. & LILLIAN M. MOTON
671/571,575

10' UTILITY
EASEMENT
(TYPICAL)

CONCRETE
MONUMENT
FOUND

N 78°59'40" W

601.71'

CONCRETE
MONUMENT
FOUND

S 02°49'50" W (C) 718.65'

U.S. ROUTE 13

WICOMICO COUNTY, MD
TOWN OF DELMAR

N:226387.22
E:1210819.93

PROPOSED LAND TO BE ANNEXED
BY THE TOWN OF DELMAR, MD

| Point | Bearing | Distance |
|-------|---------------|----------|
| A | N 04°18'50" E | 591.52' |
| B | N 88°42'50" E | 581.79' |
| C | S 02°49'50" W | 718.65' |
| D | S 79°15'31" E | 127.75' |
| E | S 78°54'03" E | 243.77' |
| F | S 78°49'28" E | 246.36' |
| G | S 79°00'25" E | 432.47' |
| H | S 09°58'57" W | 30.00' |
| I | N 79°00'25" W | 433.05' |
| J | N 78°49'28" W | 246.38' |
| K | N 78°54'03" W | 243.65' |
| L | N 79°15'31" W | 127.14' |
| M | N 78°59'40" W | 598.85' |
| N | N 04°18'50" E | 30.20' |

Sq.Feet: 434775 Acres: 9.981

NOTE:

THE SOLE PURPOSE OF THIS
DRAWING IS TO SHOW THE LANDS OF
FLOWERS UNLIMITED, INC. BEING ANNEXED
INTO THE CORPORATE LIMITS OF
THE TOWN OF DELMAR, MARYLAND

LEGEND

- PROPOSED CORPORATE LIMIT LINE
- EXISTING CORPORATE LIMIT LINE

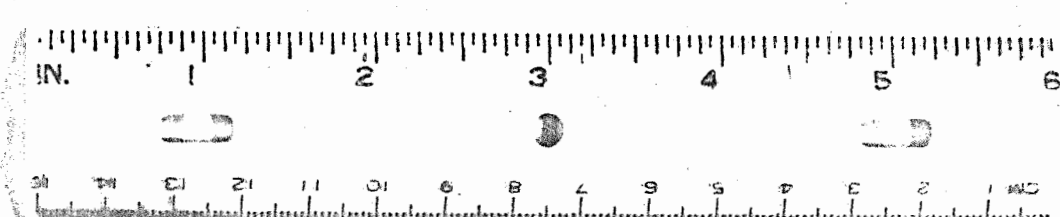


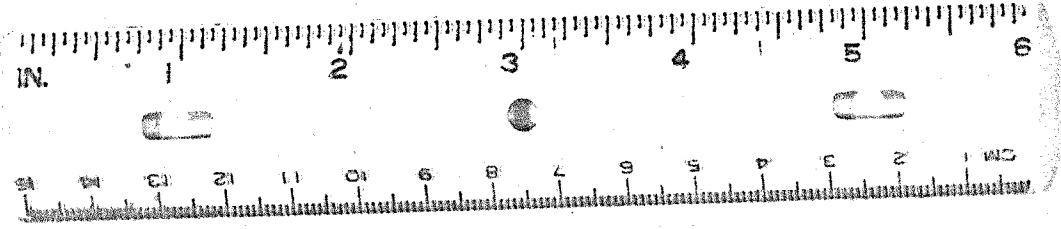
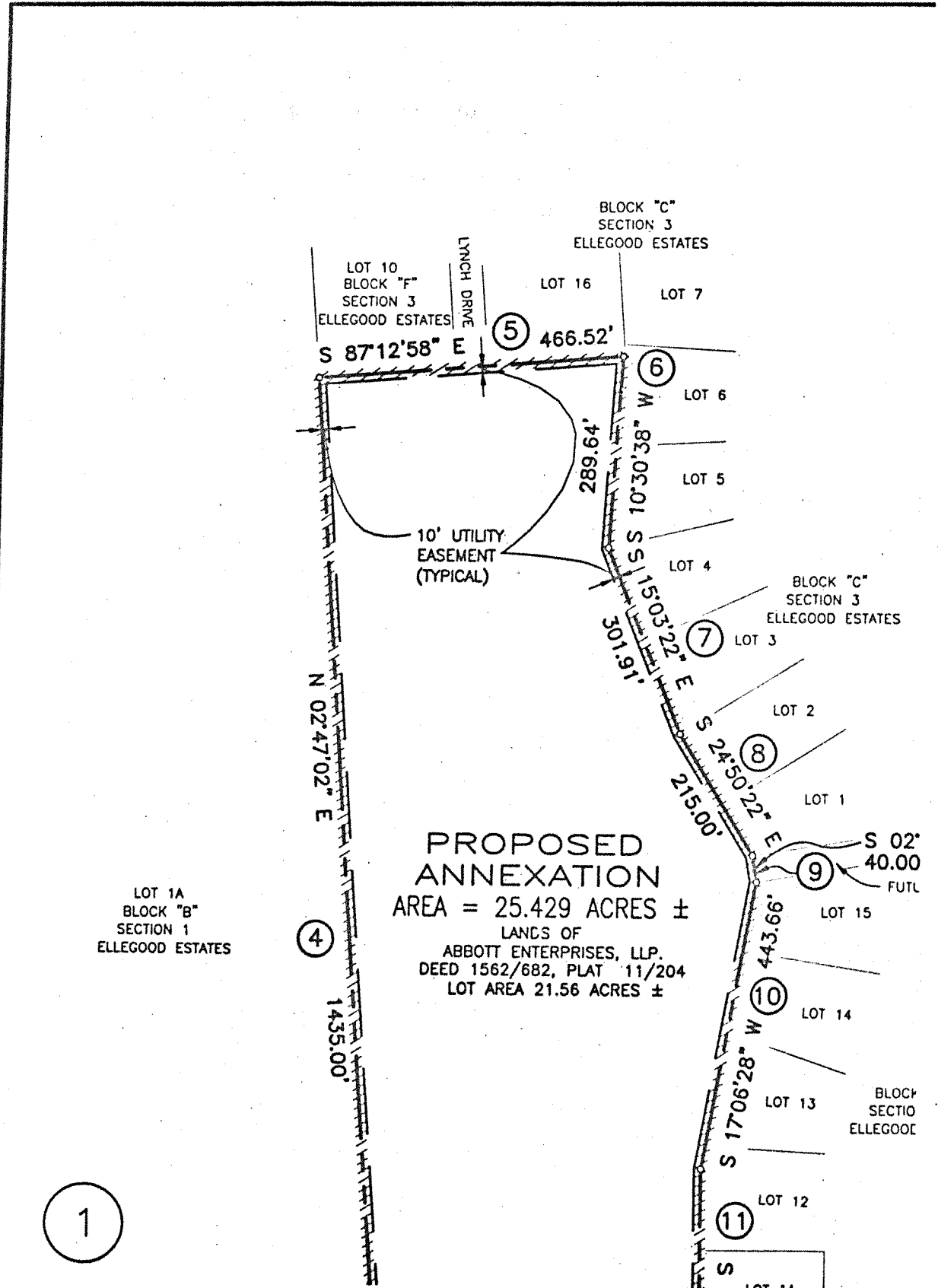
DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS

P. O. BOX 93
SALISBURY, MARYLAND 21801
410-543-9091

ANNEXATION DRAWING
OF THE LANDS OF
FLOWERS UNLIMITED, INC.,
A PORTION OF FOSKEY LANE
AND A PORTION OF U.S. ROUTE 13
DELMAR ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

Date: APRIL 1998 Scale: 1" = 200' Proj. No.: 364A028D





MARYLAND STATE GRID
NAD 1983 (1991)

TES

S 02°13'22" E
10.00'
- FUTURE STREET

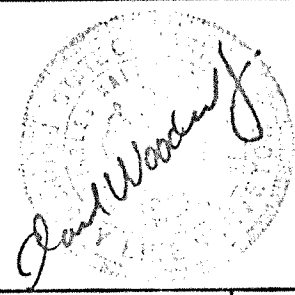
BLOCK "A"
SECTION 2
LEGOOD ESTATES

2

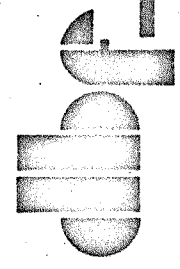
REC'D
MAY 10 1991
TOWN

PROPOSED LAND TO BE ANNEXED BY THE TOWN OF DELMAR, MD

| Pt.No. | BEARING | DISTANCE |
|-----------------------------------|---|-------------------------|
| 1 | Rad.:20.00' Chd.Brg.& Dist.:N 51°53'14" E | Arc:31.40' -28.27' |
| 2 | N 06°54'38" E | 254.39' |
| 3 | Rad.:370.53' Chd.Brg.& Dist.:N 26°58'49" E | Arc:259.58' -254.30' |
| 4 | N 02°47'02" E | 1435.00' |
| 5 | S 87°12'58" E | 466.52' |
| 6 | S 10°30'38" W | 289.64' |
| 7 | S 15°03'22" E | 301.91' |
| 8 | S 24°50'22" E | 215.00' |
| 9 | S 02°13'22" E | 40.00' |
| 10 | S 17°06'28" W | 443.66' |
| 11 | S 06°54'38" W | 550.00' |
| 12 | N 83°05'22" W | 535.00' |
| 13 | S 06°54'38" W | 180.00' |
| 14 | Rad.:20.00' Chd.Brg.& Dist.:S 38°05'43" E | Arc:31.42' -28.29' |
| 15 | S 83°08'09" E | 3268.34' |
| 16 | S 12°35'22" E | 53.03' |
| 17 | N 83°08'09" W | 3376.00' |
| 18 | N 06°51'51" E | 50.00' |
| TOTAL AREA: 25.429 ACRES ± | | |

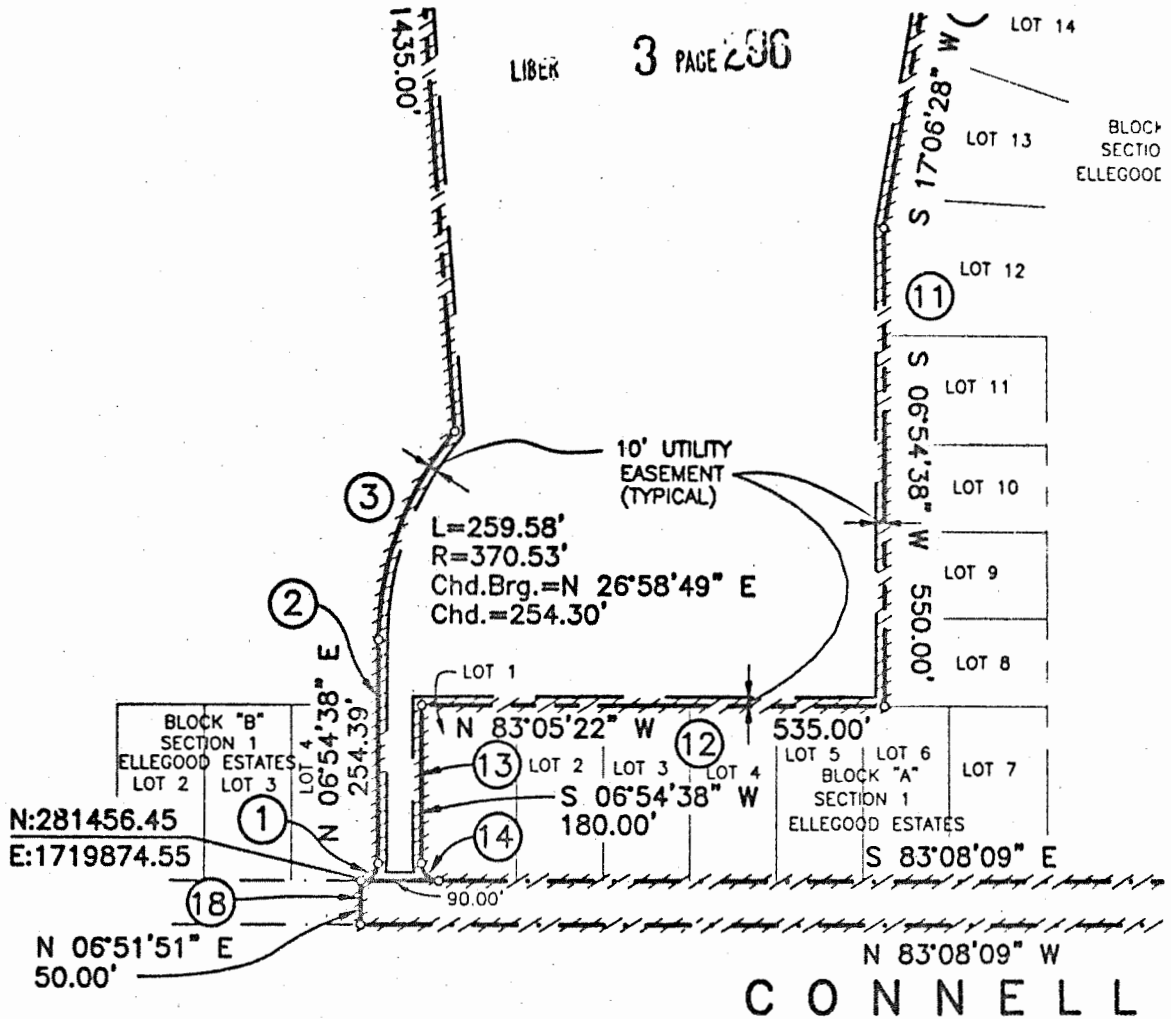


DAVIS, BOWEN & FRIEDEL, INC.
 ARCHITECTS, ENGINEERS & SURVEYORS
 SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441



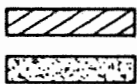
AD
 VARD

3



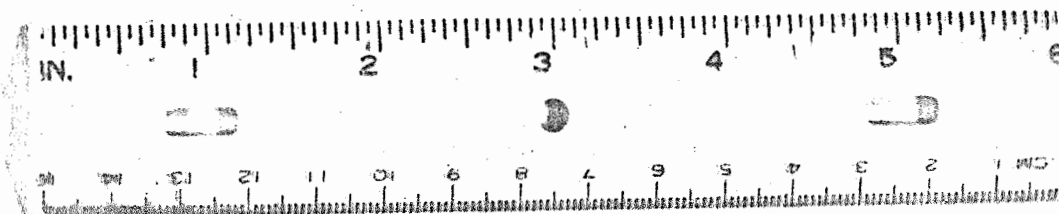
4

LEGEND



PROPOSED CORPORATE LIMIT LINE
EXISTING CORPORATE LIMIT LINE

Received for Record *May 20, 1999* and recorded in the
 Records of *Wicomico* County, Maryland in Liber *A.C.B. 99 8*
 No. *3* Folios *289-296*
Mark S. Bowen Clerk



RESOLUTION NO. 1998 - 3

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits of the Town of Delmar located on the Northerly side and binding upon Connelly Mill Road and portions of Connelly Mill Road and Bi-State Boulevard, to be known as the "Abbott Enterprises Annexation".

WHEREAS, the Town of Delmar has received a petition to annex, 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 corporate limits of the Town of Delmar and to be known as the "Abbott Enterprises Annexation" for identification; and,

WHEREAS, the Town of Delmar 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 and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of July 13, 1998, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, attached hereto; and

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

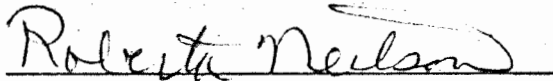
SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that it is hereby proposed and recommended that the boundaries of the Town of Delmar be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, located on the Northerly side of and binding upon Connelly Mill road and portions of Connelly Mill Road and Bi-State Boulevard, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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.

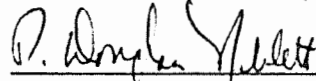
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on August, 31, 1998, at 8:00 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, 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 the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, 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 Mayor and Commissioners of Delmar held on this 13th day of July 1998, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 31 day of August, 1998.



Roberta A. Neilson, Town Manager



P. Douglas Niblett, Mayor

ABBOTT ENTERPRISES ANNEXATION

CERTIFICATION

This is to certify that I have verified the petitions for annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

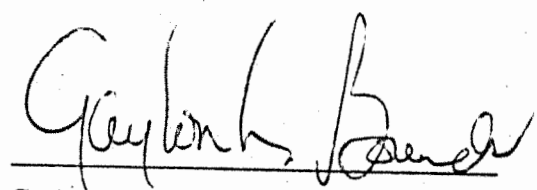

Gaylon Bounds

EXHIBIT 'B'

TERMS AND CONDITIONS OF ANNEXATION

A. SERVICES AND TAXES

1. Property taxes will be assessed at the full rate of taxes at the first nominal taxing period following the parcel development, which is defined herein as the completion of all infrastructures, including streets and sewer lines and the completion of the first unit in the development for sale. Notwithstanding anything to the contrary herein, the property will be taxed at the normal rate no later than the first normal taxing period three (3) years from the effective date of the annexation.

2. The annexed area will be provided normal Town services upon request, subject however, to current Town policies. Any services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as possible.

B. GENERAL PROVISIONS

1. After the effective date of the annexation, the provisions of the Charter of the Town of Delmar and all ordinances, resolutions, rules and regulations of the Town of Delmar in effect on said date shall apply to the annexed area to the same extent as to the Town as a whole.

2. The Developer agrees to pay the cost of construction for all utilities required to support the proposed development including sanitary service to the point of connection with existing Town lines. The construction of the utilities shall be in strict accordance with the standards and specifications of the Town of Delmar and it is further understood that the Developer will remain responsible for maintenance of said utilities until accepted by the Town.

3. The Developer, or his successor in interest at time the request is made, shall pay the required tap fees of \$2,000.00 for sewer and \$350.00 for water, per unit, in full, prior to a unit being connected to the Town lines.

4. The Developer agrees to provide all on-side public streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.

5. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be Residential R-2.