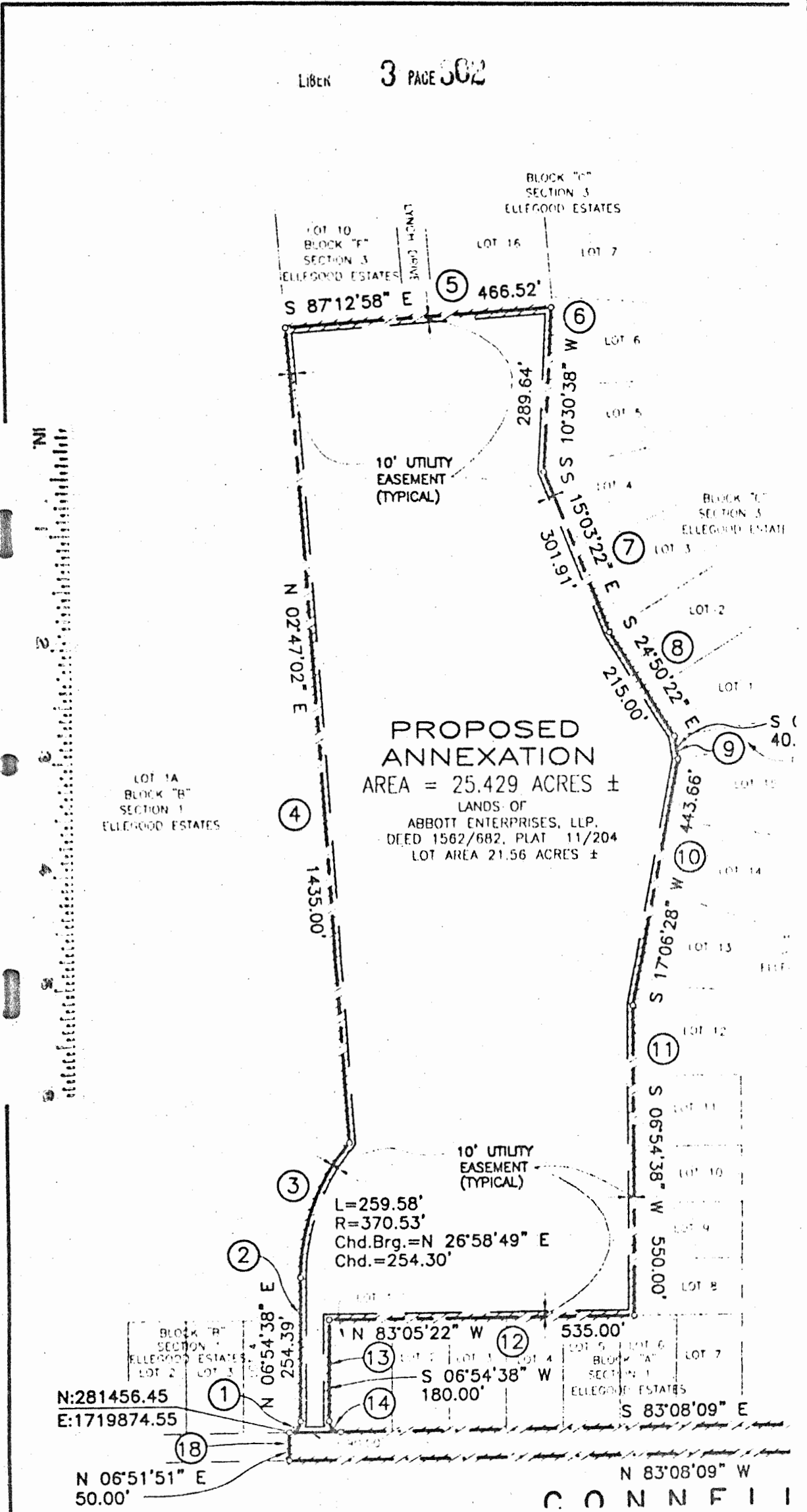
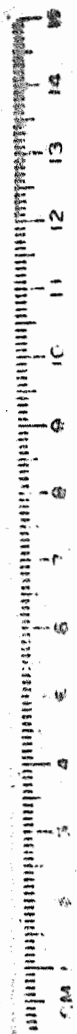


All those lots or parcels of land situate lying and being in the Delmar Election District of Wicomico County, State of Maryland and being on the Northerly side of and binding upon Connelly Mill Road and including portions of said Connelly Mill Road and Bi-State Boulevard, also known as Maryland Route 675, and more particularly shown and described as follows:

Beginning for the same at a point on the Northerly line of said Connelly Mill Road at the Southwesterly corner of the lands now or formerly owned by Abbott Enterprises, LLP, and the Southeasterly corner of Lot 1A, Block B, Section 1 of Ellegood Estates; thence by and with the easterly line of said Lot 1A, Block B, Section 1 of Ellegood Estates, the following four (4) courses and distances; (1) on a curve with a radius of 20.00 feet, an arc of 31.40 feet and a Chord Bearing of North 51 degrees 53 minutes 14 seconds East for a distance of 28.27 feet to a point; (2) North 06 degrees 54 minutes 38 seconds East a distance of 254.39 feet to a point; (3) on a curve with a radius of 370.53 feet, an arc of 259.58 feet and a Chord Bearing North 26 degrees 58 minutes 49 seconds East a distance of 254.30 feet to a point; (4) North 02 degrees 47 minutes 02 seconds East a distance of 1435.00 feet to a point at the northwesterly corner of the said Abbott Enterprises, LLP lands and the southwesterly corner of Lot 10, Block F, Section 3 of Ellegood Estates; thence (5) by and with the southerly line of said Lot 10, Lynch drive and Lot 16, Block C, Section 3, Ellegood Estates, South 87 degrees 12 minutes 58 seconds East a distance of 466.52 feet to a point at the southeasterly corner of said Lot 16 on the westerly line of Lot 6, Block C, Section 3, Ellegood Estates; thence by and with the following three courses and distances along the westerly line of Lot 6 thru Lot 1, Block C, Section 3, Ellegood Estates; (6) South 10 seconds 30 minutes 38 seconds West a distance of 289.64 feet to a point; (7) South 15 degrees 03 minutes 22 seconds East a distance of 301.91 feet to a point; (8) South 24 degrees 50 minutes 22 seconds East a distance of 215.00 feet to a point on the northerly line of an area shown and designated as "Future Street"; thence (9) by and with the westerly line of said "Future Street" South 02 degrees 13 minutes 22 seconds East a distance of 40.00 feet to a point at the northwesterly corner of Lot 15, Block A, Section 2, Ellegood Estates; thence by and with Lot 15 thru Lot 8 in Block A, Section 2, Ellegood Estates the following two (2) courses and distances; (10) South 17 degrees 06 minutes 28 seconds West a distance of 443.66 feet to a point; (11) South 06 degrees 54 minutes 38 seconds West a distance of 550.00 feet to a point on the northerly line of Lot 6, Block A, Section 1, Ellegood Estates; thence (12) by and with the northerly line of Lot 6 thru Lot 1, Block A, Section 1, Ellegood Estates, North 83 degrees 05 minutes 22 seconds West a distance of 535.00 feet to a point at the northwest corner of Lot 1, Block A, Section 1, Ellegood Estates; thence the following two (2) courses and distances by and with the westerly line of said Lot 1, (13) South 06 degrees 54 minutes 38 seconds West a distance of 180.00 feet to a point; (14) on a curve with a radius of 20.00 feet, an arc of 31.42 feet and a Chord Bearing of South 38 degrees 05 minutes 43 seconds East a distance of 28.29 feet to a point on the northerly line of Connelly Mill Road; thence (15) by and with the northerly line of said Connelly Mill Road South 83 degrees 08 minutes 09 seconds East a distance of 3268.34 feet across Bi-State Boulevard to a point on the easterly line of said Bi-State Boulevard and the existing corporate limits of the Town of Delmar; thence (16) by and with the easterly line of said Bi-State Boulevard and the existing corporate limits of the Town, South 12 degrees 35 minutes 22 seconds East a distance of 53.03 feet to a point; thence (17) across said Bi-State Boulevard and by and with the southerly line of said Connelly Mill Road, North 83 degrees 08 minutes 09 seconds West a distance of 3376.00 feet to a point; thence (18) across said Connelly Mill Road North 06 degrees 51 minutes 51 seconds East a distance of 50.00 feet to a point and the place of beginning; containing 25.429 acres of land more or less; and being more particularly shown and designated on a plat entitled "Annexation Drawing of the Lands of Abbott Enterprises, LLP", a portion of Connelly Mill Road and a portion of Bi-State Boulevard, dated June 1998, made by Davis, Bowen & Friedel, Inc.



N:281456.45  
E:1719874.55

N 06°51'51\"/>

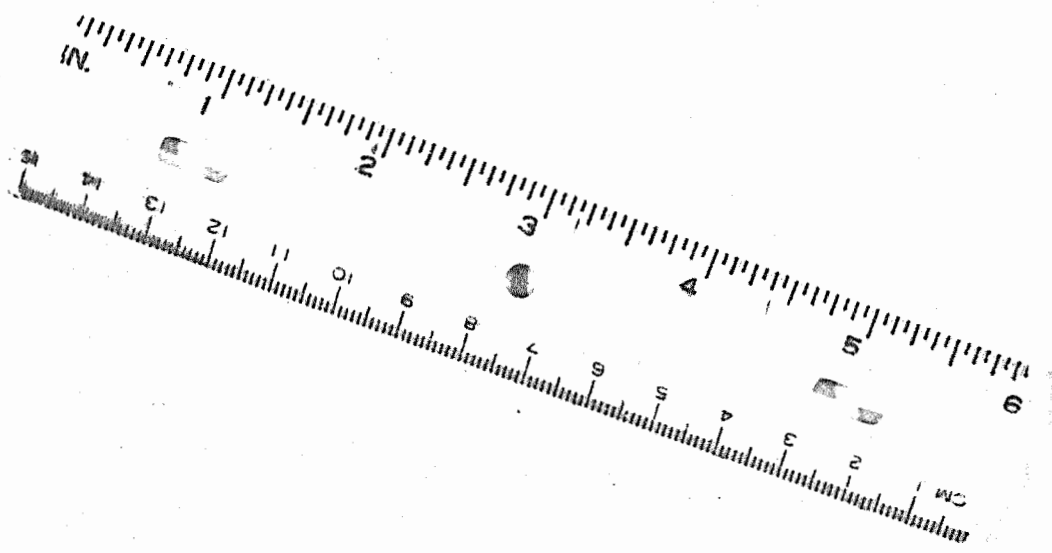
N 83°08'09\"/>

C O N F I

MARYLAND STATE GRID  
NAD 1983 (1991)

DATES

S 02°13'22" E  
40.00'  
FUTURE STREET



BOOK "A"  
SECTION 2  
ELEGOOD ESTATES

TOWN OF DELMAR  
WICOMICO COUNTY, MD  
B I - S T A T E  
RD.  
80' RIGHT  
S 17°35'22" E  
67.5  
B

15

3268.34'

16

S 1  
53.0

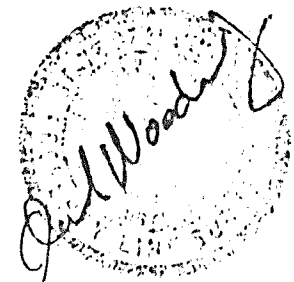
17

3375.99'

Y M I L L I R O A D

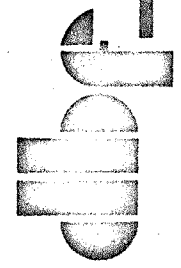
PROPOSED LAND TO BE ANNEXED BY THE TOWN OF DELMAR, MD

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



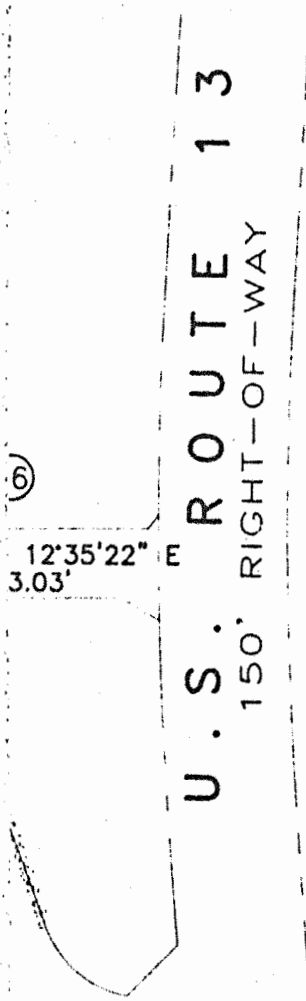
ANNEXATION DRAWING  
OF THE LANDS OF  
ABBOTT ENTERPRISES, LLP.  
PORTION OF CONNELLY MILL ROAD  
DELMAR ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

ROUTE 13  
RIGHT-OF-WAY

12°35'22" E  
3.03'

9	S 02°15'22" 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'      Arc:31.42'	
Chd.Brg.& Dist.:S 38°05'43" E-28.29'		
15	S 83°08'09" E	3268.34' LIBER
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 ±



NOTE:

1. THE PURPOSE OF THIS DRAWING IS TO SHOW THE LANDS OF ABBOTT ENTERPRISES, LLP, BEING ANNEXED INTO THE CORPORATE LIMITS OF DELMAR, MARYLAND AND TO ESTABLISH 10' UTILITY EASEMENT AS SHOWN.

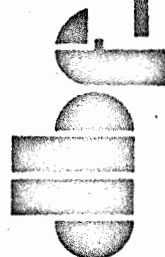
2. THIS DRAWING WAS COMPILED FROM EXISTING DATA AND DOES NOT REPRESENT A FIELD SURVEY.

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES USED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, AND SHALL NOT BE ALTERED OR REUSED WITHOUT PERMISSION.

DAVIS, BOW  
ARCHITECTS, P.C.

SALISBURY, MAE  
MILFORD, DELAWARE

PAGE 365



**ANNEXATION DRAWING**  
OF THE LANDS OF  
ABBOTT ENTERPRISES, LLP.  
A PORTION OF CONNELLY MILL ROAD  
AND A PORTION OF BI-STATE BOULEVARD  
DELMAR ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

Date: JUNE 1998

Scale: 1" = 200'

Dwn.By: B.HALL

Proj.No.: 364A028G

Dwg.No.:

1

S 02°13'22" E  
40.00'  
FUTURE STREET

BLOCK "A"  
SECTION 2  
ELECTRIC ESTATE

TOWN OF DELMAR  
WICOMICO COUNTY, MD  
STATE RD (CO. RD)  
B I - S T A T E  
80' RIGHT-OF-WAY  
S 12°55'22" E  
675'  
B O U L E V A R D  
- O F - W A Y

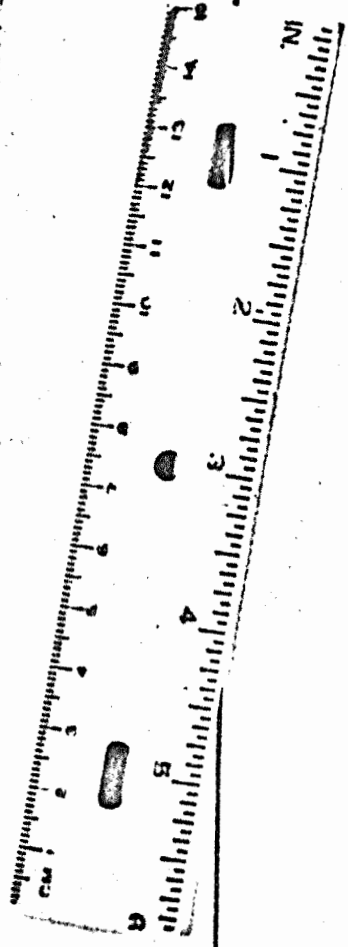
15  
3268.34'  
17  
3375.99'  
L L Y M I L L R O A D  
50' RIGHT-OF-WAY



11  
01  
N  
WRI

LIBER

3 PAGE 307



LOT 1A  
BLOCK "B"  
SECTION 1  
ELLEGOOD ESTATES

**PROPOSED ANNEXATION**  
AREA = 25.429 ACRES ±  
LANDS OF  
ABBOTT ENTERPRISES, LLP.  
DEED 1562/682, PLAT 11/204  
LOT AREA 21.56 ACRES ±

10' UTILITY  
EASEMENT  
(TYPICAL)

10' UTILITY  
EASEMENT  
(TYPICAL)

L=259.58'  
R=370.53'  
Chd.Brg.=N 26°58'49" E  
Chd.=254.30'

N:281456.45  
E:1719874.55

N 06°51'51" E  
50.00'

N 06°54'38" E  
254.39'

N 83°05'22" W 535.00'  
S 06°54'38" W 180.00'

S 83°08'09"

N 83°08'09"

**CONN E**

Received for Record *May 20 1994* and recorded in the  
Records of Wicomico County, Maryland in Liber *M.S.B. 307*  
No. *3* Folios *297 - 307*  
*Mark S. Bowen* Clerk

LEGEND  
[---] PROPOSED CORPORATE LIMIT LINE  
[---] EXISTING CORPORATE LIMIT LINE

Exo D BOB BENSON, ATTY  
CULLEN, ATTY 6-23-99

LIBER 3 PAGE 308  
RESOLUTION NO. 1997-1

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 Easterly side of U.S. Route 13 and Southerly of Route 54 also known as Line Road, to be known as the "Glenn 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 "Glenn 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 10, 1997, 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 Route 54 also known as Line Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.



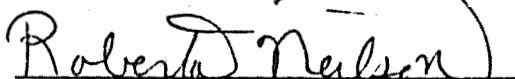
## LIBER 3 PAGE 309

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, April 14, 1997, at 7:30 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 10th day of March, 1997, 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 14<sup>th</sup> day of April, 1997.

  
Roberta Neilson, Town Manager

  
P. Douglas Niblett, Mayor

LIBER 3 PAGE 310

GLENN ANNEXATIONCERTIFICATION

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

GLENN ANNEXATION DESCRIPTION



ALL that lot or parcel of land situate, lying and being in the Delmar Election District, Wicomico County, State of Maryland and binding upon the Easterly line of U.S. Route 13 and binding on the Southerly line of Maple Street and on the Northerly line of Chestnut Street and contiguous to the corporate limits of the Town of Delmar on its Northerly and Easterly lines and being more particularly described as follows:

Beginning for the outlines for the same at a point on the Easterly line of U.S. Route 13, the Southerly line of Maple Street and the corporate limits of the Town of Delmar, thence; (1) by and with the Southerly line of Maple Street, South 89 degrees 09 minutes 31 seconds East a distance of 211.24 feet to a point on the Westerly line of lands now or formerly owned by Glynn R. Bridge; thence (2) by and with the said Glynn R. Bridge land, South 00 degrees 41 minutes 49 seconds West a distance of 361.20 feet to a point on the Northerly line of said Chestnut Street; thence (3) by and with the Northerly line of said Chestnut Street North 89 degrees 04 minutes 11 seconds West a distance of 254.01 feet to the Easterly line of U.S. Route 13; thence (4) by and with the Easterly line of U.S. Route 13 on a curve with a radius of 7714.440 feet, an arc length of 363.258 feet, a chord length of 363.224 feet, a chord bearing of North 07 degrees 27 minutes 31 seconds East, a delta angle of 2 degrees 41 minutes 52 seconds and a tangent of 181.662 feet to the place of beginning; and containing 1.92 acres of land more or less, and being the same land conveyed unto William H. Glenn and Charles E. Glenn from James H. Orrell and Ann C. Orrell, by deed dated September 11, 1996, and recorded among the Land Records for Wicomico County in Liber M.S.B. No. 1508, Folio 005; and being the same land shown on the Annexation Drawing attached to Resolution No. 1997-1.

LAW OFFICES  
CULLEN, CLARK,  
SLEY & HANSON, LLP  
132 E MAIN ST.  
SALISBURY, MD 21803

APR 20 2007

**LEGEND**

-  EXISTING CORPORATE LIMITS
-  PROPOSED CORPORATE LIMITS

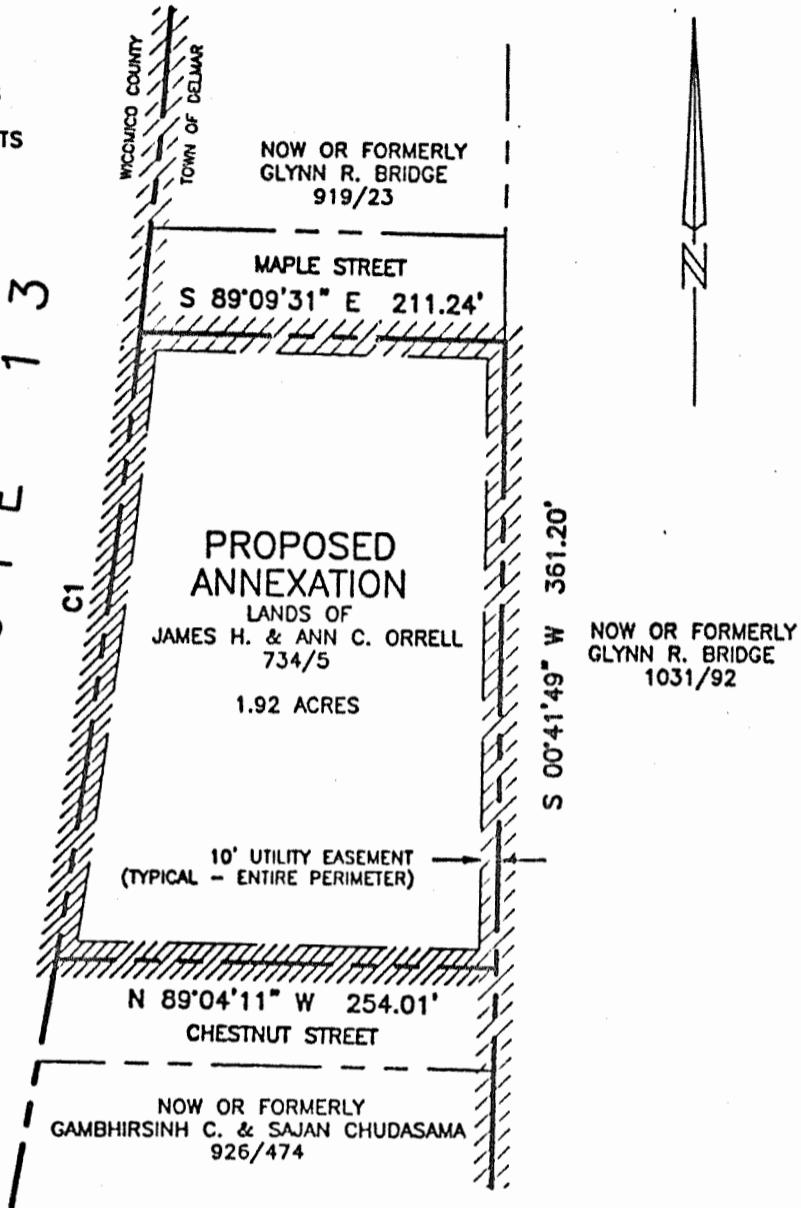
**NOTES:**

1. THE SOLE PURPOSE OF THIS DRAWING IS TO SHOW THE LANDS OF JAMES H. AND ANN C. ORRELL BEING ANNEXED INTO THE CORPORATE LIMITS OF DELMAR, MARYLAND.

2. THIS DRAWING WAS COMPILED FROM EXISTING DATA AND DOES NOT REPRESENT A FIELD SURVEY.



U.S. ROUTE 13



**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
C1	7714.44	363.26	363.22	N07°27'31"E	2°41'52"	181.66



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

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

**ANNEXATION DRAWING**  
OF THE LANDS OF  
**JAMES H. AND ANN C. ORRELL**

DELMAR ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

Date: FEB. 1997    Scale: 1" = 100'    Proj.No.: 364A028

LIBER 3 PAGE 313  
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 beginning three (3) years from the date the annexation becomes effective. Said abatement may be renegotiated upon the end of the three (3) year term at the sole discretion of the Town.

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 at the present time.

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 utility services 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 utility service 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 utility service until accepted by the Town. Any and all reasonable costs that the Town incurs for the inspection of the utility service during construction will be borne by the Petitioners.

LIBER 3 PAGE 314

3. The Petitioners shall pay the required and regular tap fees for sewer and water, per unit, in full, prior to a unit being connected to the Town lines. The Petitioners may arrange to make said payment by executing a payment agreement acceptable to Petitioner and the Town.

4. A sewer service capacity demand limit of 10 E.D.U.'s for the area to be annexed is imposed and accepted by the Petitioners. The Petitioner understands that sewer service capacity is dependent upon substantial progress on the development of the annexed area within two (2) years 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 limited to, the Petitioner 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.

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

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

8. The Petitioner 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 or parcel is connected to the Town sewer lines, that lot shall be subject to a front foot assessment. At the end of the seven (7) year period, the front foot assessments shall be charged, whether developed or not.

LIBER 3 PAGE 315

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 *Sept 24 1999* and recorded in the *Wic. Co. Ord.* Records of Wicomico County, Maryland in Liber M.S.B No. 3 Folios 308-315

*Mark A. Brown* Clerk

LAW OFFICES  
CULLEN, CLARK,  
INSLEY & HANSON  
132 F MAIN ST  
SALISBURY, MD 21003

*Pet: Bob Brown*  
*C, C, J & H. 9-24-99*

LIBER 3 PAGE 316  
RESOLUTION NO. 1999 - 2

28,798

**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, and on the East side of and binding upon Second Street and North of and binding upon Elm Street, to be known as the "Carpenter/Esham 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 "Carpenter/Esham 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, 1999, 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 East side of and binding upon Second Street and North of and binding upon Elm Street, 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 September 13, 1999, 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**



LIBER 3 PAGE 317

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 July 1999, 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 13<sup>th</sup> day of September, 1999.



Roberta A. Neilson, Town Manager

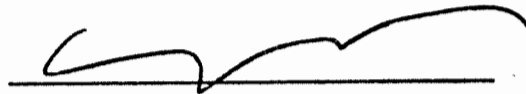


P. Douglas Neblett, Mayor

LIBER 3 PAGE 318

CARPENTER/EHSAM ANNEXATIONCERTIFICATION

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.

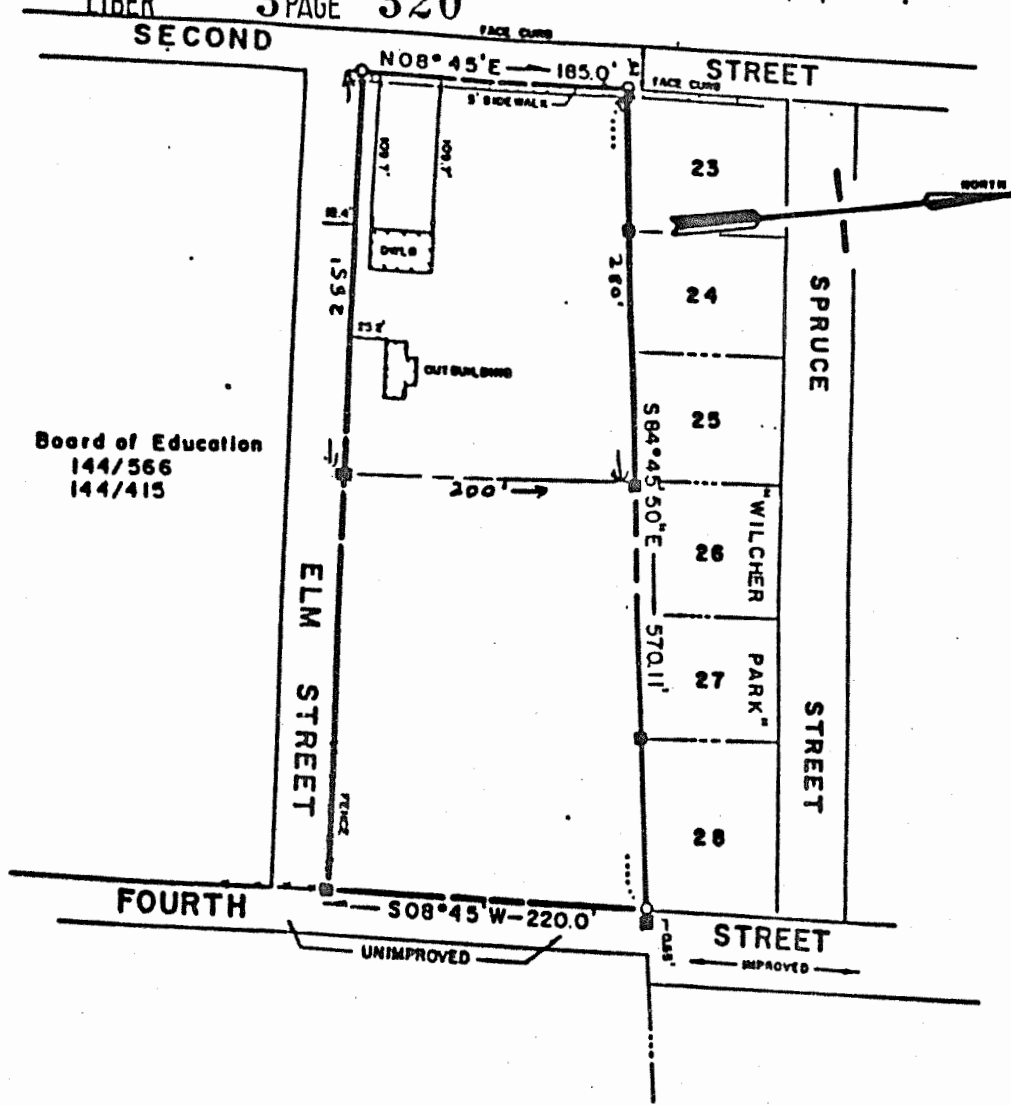


Gaylon Bounds

LIBER 3 PAGE 319  
EXHIBIT 'A'

All that lot or parcel of land situate lying and being in the Delmar Election District of Wicomico County, State of Maryland and being on the East side of and binding upon Second Street and North of and binding upon Elm Street, and more particularly shown and described as follows:

Beginning for the same at the intersection of the East side of Second Street and the North side of Elm Street; (1) thence by and with the East side of Second Street North 8 degrees 45 minutes East 185 feet to point; (2) thence South 84 degrees 45 minutes 50 seconds East 280 feet to a concrete monument shown on said plat; (3) thence South 8 degrees 45 minutes West 200 feet to a concrete monument in the ground at the North side of Elm Street; (4) thence by and with the North side of Elm Street North 81 degrees 45 minutes West 285 feet to the place of beginning; and being more particularly shown on a plat prepared by Hall and Parker, dated February 25, 1992 attached hereto as Exhibit A-1; the said lot binding upon the corporate limits of the Town of Delmar along its Westerly property line binding on Second Street and extending a distance of 185 feet.



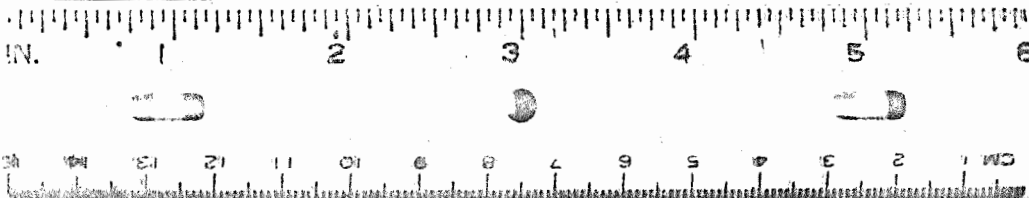
Board of Education  
144/566  
144/415

**NOTES:**

1. Boundary lines as shown hereon are per deed reference J.W.T.S. 301/155 as established by plat reference 301/156
2. ■ Denotes concrete monument found
3. ● Denotes chisel mark found
4. Tax Map 20



<b>Title</b> LOCATION SURVEY; South Second Street Owner: Estate of Mary L. Morris Buyer: Nancy J. Carpenter		HALL & PARKER Land Surveyors MARYLAND ESTABLISHED
<b>Location</b> Delmar Election District, Wicomico Co., Maryland		1519 N. Division St. Salisbury, Md. 301/643-2805
<b>Scale</b> 1" = 100'	<b>Date</b> Feb. 25, 1992	
<b>Job No</b> 192-25/12	<b>Drawn By</b> H.T.P.	



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 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 Petitioner 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.

*Del: Bob Benson*

Received for Record *Jan 18, 2000* and recorded in the  
 Wic. Co. Ord. Records of Wicomico County, Maryland in Liber *M.E.N. A.J.*  
 No. 3 Folios 316-321  
*Mark S. Bowen* Clerk

LIBER 3 PAGE 322  
MITCHELL & HOOPER  
ATTORNEYS AT LAW  
107 NORTH BAPTIST STREET  
SALISBURY, MARYLAND 21801

(410) 546-9993  
FAX (410) 548-1382

ANDREW C. MITCHELL, JR.\*  
KENNETH L. HOOPER  
\* Also Admitted in VA.

MAILING ADDRESS:  
P.O. BOX 4176  
SALISBURY, MD 21803

April 3, 2000

The Honorable Mark S. Bowen, Clerk  
Circuit Court for Wicomico County  
Court House  
P.O. Box 198  
Salisbury, Maryland 21803-0198

RE: The Town of Willards/Ocean Gateway - East Annexation

Dear Mark:

Enclosed herewith please find a copy of a letter from The Town of Willards to Erin P. Dougherty, Legislative Counsel at the Department of Legislative Services, for purposes of registering the above annexation. As required by the Annotated Code of Maryland, I am also enclosing herewith a copy of Resolution No. 1999-4, as well as a copy of the Annexation Plat, to be recorded among the Annexation Records of the Circuit Court for Wicomico County. Should you have any questions, please feel free to call.

Sincerely yours,



Kenneth L. Hooper

KLH/hvh  
Enclosures  
Willards\1-62 Bowen Ltr.

LIBER 3 PAGE 323  
TOWN OF WILLARDS  
7360 Main Street  
Post Office Box 98  
WILLARDS, MARYLAND 21874-0098  
(410) 835-8192  
FAX (410) 835-3549

April 3, 2000

Ms. Erin P. Dougherty, Legislative Counsel  
Municipal Resolution Registration  
Department of Legislative Services  
90 State Circle  
Annapolis, Maryland 21401-1991

RE: The Town of Willards - Ocean Gateway - East Annexation

Dear Ms. Dougherty:

Enclosed herewith please find a copy of Resolution No. 1999-4 of The Town of Willards which approves the annexation of 25.15 acres of land, more or less, into The Town of Willards. Resolution No. 1999-4 is known as the Ocean Gateway - East Annexation which became effective March 31, 2000.

A boundary description of the annexed area is attached to the Resolution along with the conditions of annexation. The schedule of services for said area is also attached to the resolution for your reference.

Finally, you will find enclosed herewith a copy of the plat of the annexed area for your reference. The Municipal Charter or Annexation Resolution Registration Form has been completed and submitted herewith. Should you have any questions, please feel free to call.

Sincerely yours,

*Margaret E. White*  
Margaret E. White  
Town Clerk

MEW/hvh  
Enclosures

cc: The Honorable Mark S. Bowen, Clerk, Circuit Court For Wicomico County  
Mr. Bruce Bozman, Regional Planner, Maryland Office of Planning  
Mr. Matthew E. Creamer, Administrative Director, Wicomico County, Maryland

LIBER 3 PAGE 324  
Mr. Kristen Mark Hughes, Director, Salisbury-Wicomico County Planning and Zoning  
Mr. Ronald N. Kreitner, Director, Maryland Office of Planning  
Mr. Frank McKenzie, Wicomico County Department of Planning and Zoning  
The Honorable L. Russell Molnar, President, Wicomico County Council  
The Honorable John C. North II, Chairman, Department of Natural Resources,  
Critical Areas Commission  
Mr. P. Rai Sharma, Director, Public Works, Wicomico County



MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REGISTRATION FORM

Article 23A, § 9A of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Erin P. Dougherty, Legislative Counsel  
 Municipal Resolution Registration  
 Department of Legislative Services  
 90 State Circle  
 Annapolis, MD 21401-1991

<u>The Town of Willards</u> Municipal Corporation	<u>Wicomico</u> County(ies)
<u>Margaret E. White, Town Clerk</u> Name and Title of Official Submitting this Resolution	
<u>P.O. Box 98</u> Address <u>Williards, Maryland 21874-0098</u>	<u>(410) 835-8192</u> Phone <u>April 3, 2000</u> Date of Submitting this Resolution*
<u>1999-4</u> Resolution Number	<u>February 14, 2000</u> Date Enacted by Legislative Body <u>March 31, 2000</u> Effective Date**

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended Section 102 OR state the charter section (e.g., general powers section) pursuant to which the property is annexed. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments.

2) Number of votes cast by the legislative body for 4 and against 0 this resolution.

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

\* A resolution should be submitted to the Department of Legislative Services after the expiration of the time period within which a petition for a referendum may be presented to the municipal corporation - 40 days after the date of enactment for a charter resolution (Art. 23A, § 13(f)), and 45 days after the date of enactment for an annexation resolution (Art. 23A, § 19(f), (g), and (h)).

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

DLS/12-99

THE TOWN OF WILLARDS.

By: Margaret E. White, Town Clerk  
 Margaret E. White, Town Clerk

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WILLARDS PROPOSING THE ANNEXATION TO THE TOWN OF WILLARDS OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE SOUTHEASTERLY CORPORATE LIMITS OF THE TOWN OF WILLARDS, POPULARLY KNOWN AS THE "OCEAN GATEWAY - EAST ANNEXATION", BOUNDED ON THE NORTHWEST AND WEST BY THE CORPORATE LIMITS OF THE TOWN OF WILLARDS; BOUNDED ON THE NORTH BY U.S. ROUTE 50; BOUNDED ON THE EAST BY THE LANDS NOW OR FORMERLY OWNED BY J. WILLIAM BRITTINGHAM AND THE LANDS NOW OR FORMERLY OWNED BY CARMEL L. COLLINS; BOUNDED ON THE SOUTH BY OTHER PROPERTIES OF LULA B. RICHARDSON, E. DEAN W. RICHARDSON, TRUSTEE, AND DON E. RICHARDSON, TRUSTEE.

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

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

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

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

SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that the subject property to be annexed shall have a zoning classification of Commercial upon annexation.

LIBER 3 PAGE 327

SECTION 3. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that The Town Council of The Town of Willards hold a Public Hearing on the annexation hereby proposed on Monday, the 14<sup>th</sup> day of February, 2000, at 7:00 o'clock p.m. in the Town Hall and the Executive Officer shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The Town of Willards, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Town Council of The Town of Willards will hold a Public Hearing on the Resolution.

SECTION 5. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WILLARDS, that this Resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Annotated Code of Maryland, 1998 Replacement Volume, as amended.

The above Resolution was introduced and read at the regular meeting of The Town Council of The Town of Willards held on the 13<sup>th</sup> day of December, 1999, and having been duly published as required by law in the meantime, was finally passed after a Public Hearing at its meeting held on the 14<sup>th</sup> day of February, 2000.

ATTEST:

Margaret E. White  
Margaret E. White - Town Clerk

Joan E. Calloway (SEAL)  
Joan E. Calloway, Council President

\_\_\_\_\_  
Steven E. Warren, Council Vice President

Richard D. Gordy (SEAL)  
Richard D. Gordy, Member

Ralph A. Seaton (SEAL)  
Ralph A. Seaton, Member

LIBER

3 PAGE 328

*Brenda McCauley*

(SEAL)

Brenda McCauley, Member

**EFFECTIVE DATE:** March 31, 2000

"OCEAN GATEWAY - EAST ANNEXATION"

PROPERTY DESCRIPTION

All that piece, tract or parcel of land situate and lying in Willards Election District, Wicomico County, Maryland, being located on the Southerly Side of U.S. Route 50, also known as Ocean Gateway, and both sides of Bent Pine Road, also known as County Road No. 271, and being more particularly described as follows: Beginning for the same at an unmarked point situated at the intersection of the Southerly line of U.S. Route 50, and the existing corporate limits for The Town of Willards; thence (1) running by and with the Southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 16.58 feet to an unmarked point; thence (2) continuing by and with the Southerly line of U.S. Route 50 and across Bent Pine Road, South 79 degrees, 47 minutes, 22 seconds East a distance of 144.00 feet to an iron pipe; thence (3) continuing by and with the Southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 69.00 feet to an unmarked point; thence (4) continuing by and with the Southerly line of U.S. Route 50, South 78 degrees, 38 minutes, 37 seconds East a distance of 100.02 feet to an unmarked point; thence (5) continuing by and with the Southerly line of U.S. Route 50, South 79 degrees, 12 minutes, 59 seconds East a distance of 200.01 feet to an unmarked point; thence (6) continuing by and with the Southerly line of U.S. Route 50, South 80 degrees, 33 minutes, 12 seconds East a distance of 300.03 feet to an unmarked point; thence (7) continuing by and with the Southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 200.00 feet to an unmarked point; thence (8) continuing by and with the Southerly line of U.S. Route 50, South 78 degrees, 35 minutes, 14 seconds East a distance of 238.32 feet to an unmarked point; thence (9) continuing by and with the Southerly line of U.S. Route 50, South 80 degrees, 23 minutes, 45 seconds East a distance of 165.01 feet to an unmarked point; thence (10) continuing by and with the Southerly line of U.S. Route 50, South 81 degrees, 11 minutes, 26 seconds East a distance of 153.05 feet to an unmarked point; thence (11) continuing by and with the Southerly line of U.S. Route 50, South 82 degrees, 41 minutes, 28 seconds East a distance of 306.18 feet to an unmarked point; thence (12) continuing by and with the Southerly line of U.S. Route 50 on a curve having a radius of 7,798.44 feet for a distance of 418.53 feet to an unmarked point; thence (13) continuing by and with the Southerly line of U.S. Route 50, North 79 degrees, 57 minutes, 38 seconds East, a distance of 41.79 feet to an unmarked point; thence (14) continuing by and with the Southerly line of U.S. Route 50, South 87 degrees, 56 minutes, 25 seconds East, a distance of 118.00 feet to an iron pipe, said iron pipe being located at the Northwesterly corner of the lands now or formerly owned by J. William Brittingham and the Northeasterly corner of the lands described herein; thence (15) by and with the lands of now or formerly owned by J. William Brittingham and the lands now or formerly owned by Carmel Collins, South 03 degrees, 17 minutes, 57 seconds West, a distance of 490.14 feet to a point; thence (16) running by and with the other lands of Lula B. Richardson, E. Dean W. Richardson, Trustee and Don E. Richardson, Trustee, North 80 degrees, 43 minutes, 17

seconds West, a distance of 2,376.12 feet to a point located on the Easterly side of Bent Pine Road; thence (17) continuing by and with the Easterly line of Bent Pine Road, North 12 degrees, 23 minutes, 33 seconds East, a distance of 69.84 feet to an unmarked point; thence (18) continuing by and with the Easterly line of Bent Pine Road, on a curve having a radius of 945.46 feet for a distance of 96.70 feet to a point; thence (19) running across Bent Pine Road, North 79 degrees, 47 minutes, 22 seconds West, a distance of 50.11 feet to a point located on the Westerly line of Bent Pine Road; thence (20) running by and with the lands of Lula B. Richardson, North 79 degrees, 47 minutes, 22 seconds West, a distance of 446.00 feet to an iron pipe; thence (21) by and with the Southeasterly line of the lands of Delaware Sign, Inc., North 47 degrees, 36 minutes, 48 seconds East a distance of 130.62 feet to an unmarked point formed by the intersection of the Southeasterly line of the properties owned by Delaware Sign, Inc. and the corporate limit line for The Town of Willards; thence (22) by and with the corporate limit line of The Town of Willards, having a radius of 2,640.00 feet, to a point located on the Southerly line of U.S. Route 50, same being the place of beginning; said area of land to be annexed containing 25.15 acres, more or less, said area of land to be annexed being more particularly shown and designated on that Plat entitled "Ocean Gateway - East Annexation", prepared by Steven E. Warren, dated June 27, 1998, and incorporated herein by reference.

EXHIBIT "B"

CONDITIONS OF ANNEXATION

"OCEAN GATEWAY - EAST ANNEXATION"

A. SERVICES AND TAXES

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

2. Services will be available upon annexation subject to the conditions hereof being complied with. The subject property to be annexed will be required to use any and all available Town systems at the time of development and construction. Water and sanitary sewer service is not available to the annexed area in that said services are not presently extended to the annexed area and said annexed area is outside the required service area pursuant to Ordinance No. 1979-1 of The Town of Willards. Should The Town of Willards extend its required service area such that Petitioners are required to connect to The Town water and sanitary sewer systems, the water and sanitary sewer mains and laterals shall be installed by Petitioners to serve the subject area, upon approval of same by The Town of Willards. Until such time as The Town of Willards extends its water and sanitary sewer systems such that the annexed area is within The Town's required service area, Petitioners shall be allowed to install such water and sewer systems as may be approved by the Wicomico County Health Department. Water and sewer service (when and if available) will be contingent upon approval of an improvements construction plan, including an engineer's estimate of improvement costs, the payment to The Town of all required fees, improvement costs and charges and the completion of the necessary construction to serve the property. Petitioners will be responsible for the costs of all improvements including without limitation water and sewer, streets, sidewalks, curbing, street lights and all other related and miscellaneous costs. Any and all streets as proposed or provided for in said annexed area shall be dedicated by Petitioners and Developers to The Town of Willards.

B. GENERAL PROVISIONS

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

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

LIBER 3 PAGE 332  
3. Zoning will be commercial which complies and is consistent with the County Comprehensive Plan and which said zoning has been approved by the Salisbury-Wicomico County Planning and Zoning Commission and the Wicomico County Council.

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

5. The subject property to be annexed will not be developed or built upon, nor will any portion or lot be developed or built upon, irrespective of whether allowed by the Zoning Code for The Town of Willards or the Willards Subdivision Regulations, until the cost of running water and sewer (if and when required), as well as all other related expenses including streets, curbing, lights and related costs as set forth in Paragraph A.2 above have been paid up front by the Petitioners to The Town.



OUTLINE OF PROPOSED SERVICES AND FACILITIESOCEAN GATEWAY - EAST ANNEXATION**I. LAND USE PATTERN**

The area to be annexed is currently zoned Agricultural-Rural. The proposed development plan has been presented as Commercial and the property will be zoned Commercial by The Town upon completion of the annexation. Approval for the change in zoning from Agricultural-Rural to Commercial has been approved by the Salisbury-Wicomico Planning and Zoning Commission (Exhibit "A") and the Wicomico County Council (Exhibit "B"). After Public Hearing held on November 1, 1999, The Willards Planning and Zoning Commission has recommended that the area be zoned Commercial upon annexation (Exhibit "C").

**II. LAND FOR PUBLIC FACILITIES**

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

**III. EXTENSION OF MUNICIPAL SERVICES**

Water and sanitary sewer service is not available to the annexed area in that said services are not presently extended to said area and said area is outside of the required service area pursuant to Ordinance No. 1979-1 of The Town of Willards. Should The Town of Willards extend its required service area such that developer is required to connect to The Town of Willards water and sanitary sewer systems, the water and sanitary sewer and laterals shall be installed by the developer to service

the subject area, upon approval of same by The Town of Willards. All expenses in regard to water and sewer shall be paid by the developer. Until such time as The Town of Willards expands its water and sanitary sewer system such that the annexed area is within its required service area, developer shall be allowed to install such water and sewer systems as may be approved by the Wicomico County Health Department. The Town of Willards has no current plan to extend its water and sewer sanitary system such that the subject area will be within the required service area.

Any Stormwater Management will be in accord with Wicomico County Stormwater Management Regulations. The cost of any Stormwater Management and Stormwater Conveyance, on-site and off-site, will be the responsibility of the developer.

Any and all street improvements and curbing will comply with any regulatory ordinance and the Zoning Code of The Town of Willards, Maryland. All expenses will be incurred by the developer per annexation agreement between the "Town" and "Developer".

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

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



410-548-4860

LIBER 3 PAGE 335  
**SALISBURY-WICOMICO COUNTY  
 PLANNING & ZONING COMMISSION**

GOVERNMENT OFFICE BUILDING  
 ROOM 203 P.O. BOX 870  
 SALISBURY, MARYLAND 21803-0870



410-548-4861

December 30, 1998

Mr. Ken Hooper  
 107 North Baptist Street  
 Salisbury, MD 21801

SUBJECT: Annexation Zoning - Lula B., E. Dean W., and Don E. Richardson  
 Annexation - U.S. Route 50 - 25.15 Acres

Dear Mr. Hooper:

At its meeting on Thursday, December 17, 1998, the Salisbury-Wicomico County Planning Commission reviewed the Annexation Zoning request for the property located on the southerly side of U.S. Route 50. The Commission will forward a favorable recommendation to the County Council for rezoning of the proposed parcel as General Commercial upon annexation to the Town of Willards.

If you have any questions or need further assistance, please call Rick Dwyer of this office.

Sincerely yours,

Kristen Mark Hughes  
 Director  
 Secretary to the Commission

KMH:bct

cc: P. Rai Sharma, Director Public Works Department

## Wicomico County, Maryland

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

## COUNCIL

L. RUSSELL MOLNAR, PRESIDENT/DISTRICT #3  
 REBECCA TAYLOR-WHITE, VICE-PRESIDENT/AT LARGE  
 PHILIP L. TILGHMAN, AT LARGE  
 EDWARD T. TAYLOR, DISTRICT #1  
 STEVIE PRETTYMAN, DISTRICT #2  
 MARVIN R. LONG, DISTRICT #4  
 RICHARD B. ADKINS, DISTRICT #8

MATTHEW E. CREAMER  
 ADMINISTRATIVE DIRECTOR

EDGAR A. BAKER, JR.  
 ATTORNEY

September 30, 1999

Mr. Ken Hooper  
 107 North Baptist Street  
 Salisbury, MD 21801

Re: Annexation Zoning - Lula B., E. Dean W., and Don E.  
 Richardson Annexation - U.S. Route 50, Willards - 25.15 acres

Dear Mr. Hooper:

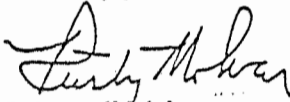
To assist you in completing your annexation procedure, we are pleased to provide this letter for your record.

At its meeting held on Tuesday, February 2, 1999, the Wicomico County Council reviewed a proposal by the Town of Willards to annex 25.15 acres of land on the southerly side of U.S. Route 50. The site adjoins the easterly side of Bent Pine Road and adjoins the southerly side of the Town.

The Wicomico County Council approved the application of General Commercial zoning on this area upon annexation to the Town of Willards. In making its decision, the Council considered the favorable recommendation of the Wicomico County Planning and Zoning Commission and the adopted Growth Area of the Town of Willards.

If you have any further questions, please call Kristen M. Hughes, Director of the Planning and Zoning Department.

Sincerely yours,



L. Russell Molnar  
 Wicomico County Council President

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## THE WILLARDS PLANNING AND ZONING COMMISSION

RESOLUTION NO. 1999-1

A RESOLUTION OF THE WILLARDS PLANNING AND ZONING COMMISSION RECOMMENDING THE AMENDMENT OF ORDINANCE NO. 1973-1, THE ZONING ORDINANCE, BY ZONING THAT PORTION OF LAND OWNED BY LULA B. RICHARDSON, E. DEAN W. RICHARDSON, TRUSTEE, AND DON E. RICHARDSON, TRUSTEE, TO A ZONING CLASSIFICATION OF COMMERCIAL, IN CONJUNCTION WITH THE ANNEXATION OF THE HEREINAFTER DESCRIBED PROPERTY; AND THE AMENDING OF THE OFFICIAL ZONING MAP TO REFLECT THE SAME; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING FOR THE SAME AT AN UNMARKED POINT SITUATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF U.S. ROUTE 50, AND THE EXISTING CORPORATE LIMITS FOR THE TOWN OF WILLARDS; THENCE (1) RUNNING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 79 DEGREES, 47 MINUTES, 22 SECONDS EAST A DISTANCE OF 16.58 FEET TO AN UNMARKED POINT; THENCE (2) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50 AND ACROSS BENT PINE ROAD, SOUTH 79 DEGREES, 47 MINUTES, 22 SECONDS EAST A DISTANCE OF 144.00 FEET TO AN IRON PIPE; THENCE (3) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 79 DEGREES, 47 MINUTES, 22 SECONDS EAST A DISTANCE OF 69.00 FEET TO AN UNMARKED POINT; THENCE (4) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 78 DEGREES, 38 MINUTES, 37 SECONDS EAST A DISTANCE OF 100.02 FEET TO AN UNMARKED POINT; THENCE (5) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 79 DEGREES, 12 MINUTES, 59 SECONDS EAST A DISTANCE OF 200.01 FEET TO AN UNMARKED POINT; THENCE (6) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 80 DEGREES, 33 MINUTES, 12 SECONDS EAST A DISTANCE OF

LIBER 3 PAGE 338

300.03 FEET TO AN UNMARKED POINT; THENCE (7) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 79 DEGREES, 47 MINUTES, 22 SECONDS EAST A DISTANCE OF 200.00 FEET TO AN UNMARKED POINT; THENCE (8) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 78 DEGREES, 35 MINUTES, 14 SECONDS EAST A DISTANCE OF 238.32 FEET TO AN UNMARKED POINT; THENCE (9) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 80 DEGREES, 23 MINUTES, 45 SECONDS EAST A DISTANCE OF 165.01 FEET TO AN UNMARKED POINT; THENCE (10) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 81 DEGREES, 11 MINUTES, 26 SECONDS EAST A DISTANCE OF 153.05 FEET TO AN UNMARKED POINT; THENCE (11) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 82 DEGREES, 41 MINUTES, 28 SECONDS EAST A DISTANCE OF 306.18 FEET TO AN UNMARKED POINT; THENCE (12) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50 ON A CURVE HAVING A RADIUS OF 7,798.44 FEET FOR A DISTANCE OF 418.53 FEET TO AN UNMARKED POINT; THENCE (13) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, NORTH 79 DEGREES, 57 MINUTES, 38 SECONDS EAST, A DISTANCE OF 41.79 FEET TO AN UNMARKED POINT; THENCE (14) CONTINUING BY AND WITH THE SOUTHERLY LINE OF U.S. ROUTE 50, SOUTH 87 DEGREES, 56 MINUTES, 25 SECONDS EAST, A DISTANCE OF 118.00 FEET TO AN IRON PIPE, SAID IRON PIPE BEING LOCATED AT THE NORTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY OWNED BY J. WILLIAM BRITTINGHAM AND THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED HEREIN; THENCE (15) BY AND WITH THE LANDS NOW OR FORMERLY OWNED BY J. WILLIAM BRITTINGHAM AND THE LANDS NOW OR FORMERLY OWNED BY CARMEL L. COLLINS, SOUTH 03 DEGREES, 17 MINUTES, 57 SECONDS WEST, A DISTANCE OF 490.14 FEET TO A POINT; THENCE (16) RUNNING BY AND WITH THE OTHER LANDS OF LULA B. RICHARDSON, E. DEAN W.

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RICHARDSON, TRUSTEE, AND DON E. RICHARDSON, TRUSTEE, NORTH 80 DEGREES, 43 MINUTES, 17 SECONDS WEST, A DISTANCE OF 2,376.12 FEET TO A POINT LOCATED ON THE EASTERLY SIDE OF BENT PINE ROAD; THENCE (17) CONTINUING BY AND WITH THE EASTERLY LINE OF BENT PINE ROAD, NORTH 12 DEGREES, 23 MINUTES, 33 SECONDS EAST, A DISTANCE OF 69.84 FEET TO AN UNMARKED POINT; THENCE (18) CONTINUING BY AND WITH THE EASTERLY LINE OF BENT PINE ROAD, ON A CURVE HAVING A RADIUS OF 945.46 FEET FOR A DISTANCE OF 96.70 FEET TO A POINT; THENCE (19) RUNNING ACROSS BENT PINE ROAD, NORTH 79 DEGREES, 47 MINUTES, 22 SECONDS WEST, A DISTANCE OF 50.11 FEET TO A POINT LOCATED ON THE WESTERLY LINE OF BENT PINE ROAD; THENCE (20) RUNNING BY AND WITH THE LANDS OF LULA B. RICHARDSON, NORTH 79 DEGREES, 47 MINUTES, 22 SECONDS WEST, A DISTANCE OF 446.00 FEET TO AN IRON PIPE; THENCE (21) BY AND WITH THE SOUTHEASTERLY LINE OF THE LANDS OF DELAWARE SIGN, INC., NORTH 47 DEGREES, 36 MINUTES, 48 SECONDS EAST A DISTANCE OF 130.62 FEET TO AN UNMARKED POINT FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE PROPERTIES OWNED BY DELAWARE SIGN, INC. AND THE CORPORATE LIMIT LINE FOR THE TOWN OF WILLARDS; THENCE (22) BY AND WITH THE CORPORATE LIMIT LINE OF THE TOWN OF WILLARDS, HAVING A RADIUS OF 2,640.00 FEET, TO A POINT LOCATED ON THE SOUTHERLY LINE OF U.S. ROUTE 50, SAME BEING THE PLACE OF BEGINNING; SAID AREA OF LAND TO BE ANNEXED CONTAINING 25.15 ACRES, MORE OR LESS, AND SAID AREA OF LAND TO BE ANNEXED BEING MORE PARTICULARLY SHOWN AND DESIGNATED ON THAT PLAT ENTITLED "OCEAN GATEWAY - EAST ANNEXATION", PREPARED BY STEVEN E. WARREN, DATED JUNE 27, 1998, AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, a request has been made of the Town Council for The Town of Willards to annex the hereinafter described property into the Town Limits of The Town

of Willards and, in conjunction therewith, to zone said annexed property under a zoning classification of Commercial; and to amend the Official Zoning Map to reflect same; and

WHEREAS, Article 66B of the Annotated Code of Maryland delegates basic planning and land use regulatory powers to all municipal governments once the Town Council has adopted an ordinance exercising those powers; and

WHEREAS, Article 66B of the Annotated Code of Maryland authorizes The Town of Willards to prepare comprehensive plans, zoning ordinances, historic zoning provisions, subdivision regulations, and to reserve land for future streets, to adopt adequate public facility ordinances, to establish programs for the transfer development rights and to enact the planning and regulatory measures; and

WHEREAS, the Willards Planning and Zoning Commission, pursuant to the authority vested in it, deems it advisable that the hereinafter described property be zoned into a zoning classification of Commercial upon its annexation into the Town Limits of The Town of Willards, in order to conform with the surrounding area. The surrounding properties adjacent to the parcel in question are zoned Commercial and the zoning of this subject property as Commercial would place the property in conformity with the surrounding area. The proposed zoning will have no adverse effect upon the availability of public facilities or recent or future transportation patterns.

WHEREAS, The Willards Planning and Zoning Commission makes the following recommendations to the Town Council of Willards, after public hearing on same being held on the 1<sup>st</sup> day of November, 1999.

SECTION ONE: NOW, THEREFORE, BE IT RESOLVED AND RECOMMENDED BY THE WILLARDS PLANNING AND ZONING COMMISSION, that the subject property owned by Lula B. Richardson, E. Dean W. Richardson, Trustee, and Don E. Richardson, Trustee, and proposed to be annexed into the Town Limits for The Town of Willards, pursuant to an Annexation Resolution to be introduced and passed in due course, be zoned as Commercial, said property being more particularly described as follows:

Beginning for the same at an unmarked point situated at the intersection of the southerly line of U.S. Route 50, and the existing corporate limits for The Town of Willards; thence (1) running by and with the southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 16.58 feet to an unmarked point; thence (2) continuing by and with the southerly line of U.S. Route 50 and across Bent Pine Road, South 79 degrees, 47 minutes, 22 seconds East a distance of 144.00 feet to an iron pipe; thence (3) continuing by and with the southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 69.00 feet to an unmarked point; thence (4) continuing by and with the southerly line of U.S. Route 50, South 78 degrees, 38 minutes, 37 seconds East a distance of 100.02 feet to an unmarked point; thence (5) continuing by and with the southerly line of U.S. Route 50, South 79



## LIBER 3 PAGE 341

degrees, 12 minutes, 59 seconds East a distance of 200.01 feet to an unmarked point; thence (6) continuing by and with the southerly line of U.S. Route 50, South 80 degrees, 33 minutes, 12 seconds East a distance of 300.03 feet to an unmarked point; thence (7) continuing by and with the southerly line of U.S. Route 50, South 79 degrees, 47 minutes, 22 seconds East a distance of 200.00 feet to an unmarked point; thence (8) continuing by and with the southerly line of U.S. Route 50, South 78 degrees, 35 minutes, 14 seconds East a distance of 238.32 feet to an unmarked point; thence (9) continuing by and with the southerly line of U.S. Route 50, South 80 degrees, 23 minutes, 45 seconds East a distance of 165.01 feet to an unmarked point; thence (10) continuing by and with the southerly line of U.S. Route 50, South 81 degrees, 11 minutes, 26 seconds East a distance of 153.05 feet to an unmarked point; thence (11) continuing by and with the southerly line of U.S. Route 50, South 82 degrees, 41 minutes, 28 seconds East a distance of 306.18 feet to an unmarked point; thence (12) continuing by and with the southerly line of U.S. Route 50 on a curve having a radius of 7,798.44 feet for a distance of 418.53 feet to an unmarked point; thence (13) continuing by and with the southerly line of U.S. Route 50, North 79 degrees, 57 minutes, 38 seconds East, a distance of 41.79 feet to an unmarked point; thence (14) continuing by and with the southerly line of U.S. Route 50, South 87 degrees, 56 minutes, 25 seconds East, a distance of 118.00 feet to an iron pipe, said iron pipe being located at the northwesterly corner of the lands now or formerly owned by J. William Brittingham and the northeasterly corner of the lands described herein; thence (15) by and with the lands now or formerly owned by J. William Brittingham and the lands now or formerly owned by Carmel L. Collins, South 03 degrees, 17 minutes, 57 seconds West, a distance of 490.14 feet to a point; thence (16) running by and with the other lands of Lula B. Richardson, E. Dean W. Richardson, Trustee, and Don E. Richardson, Trustee, North 80 degrees, 43 minutes, 17 seconds West, a distance of 2,376.12 feet to a point located on the easterly side of Bent Pine Road; thence (17) continuing by and with the easterly line of Bent Pine Road, north 12 degrees, 23 minutes, 33 seconds east, a distance of 69.84 feet to an unmarked point; thence (18) continuing by and with the easterly line of Bent Pine Road, on a curve having a radius of 945.46 feet for a distance of 96.70 feet to a point; thence (19) running across Bent Pine Road, North 79 degrees, 47 minutes, 22 seconds West, a distance of 50.11 feet to a point located on the westerly line of bent pine road; thence (20) running by and with the lands of Lula B. Richardson, north 79 degrees, 47 minutes, 22 seconds west, a distance of 446.00 feet to an iron pipe; thence (21) by and with the southeasterly line of the lands of Delaware Sign, Inc., North 47 degrees, 36 minutes, 48 seconds east a distance of 130.62 feet to an unmarked point formed by the intersection of the southeasterly line of the properties owned by Delaware Sign, Inc. and the corporate limit line for The Town of Willards; thence (22) by and with the corporate limit line of The Town of Willards, having a radius of 2,640.00 feet, to a point located on the southerly line of U.S. Route 50, same being the place of beginning; said area of land to be annexed containing 25.15 acres, more or less, and said area of land to be annexed being more particularly shown and designated on that plat entitled "Ocean Gateway - East Annexation", prepared by Steven E. Warren, dated June 27, 1998, and incorporated herein by reference.

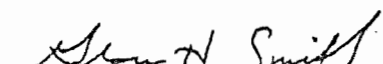
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**SECTION TWO:** BE IT FURTHER RESOLVED AND RECOMMENDED BY THE WILLARDS PLANNING AND ZONING COMMISSION, that, upon annexation, the Official Zoning Map be amended by the Town Clerk to reflect the recommended zoning and shall be so certified by the Council President.

The above Resolution was introduced at a meeting of The Town of Willards Planning and Zoning Commission on October 4, 1999, and was finally passed on the 1<sup>st</sup> day of November, 1999.

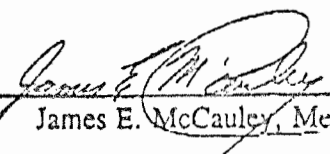
ATTEST:

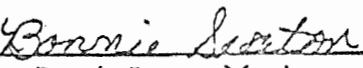
THE WILLARDS PLANNING AND ZONING COMMISSION

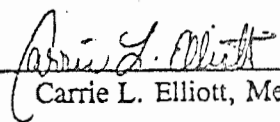
  
Gloria H. Smith, Secretary

BY:  (SEAL)  
Donald L. Lewis, Chairman

BY: \_\_\_\_\_ (SEAL)  
Steven E. Warren, Member

BY:  (SEAL)  
James E. McCauley, Member

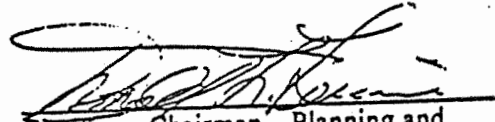
BY:  (SEAL)  
Bonnie Seaton, Member

BY:  (SEAL)  
Carrie L. Elliott, Member

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OCEAN GATEWAY - EAST ANNEXATION  
CERTIFICATION

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

Date: MARCH 22, 1999

  
Certifier - Chairman - Planning and  
Zoning Commission

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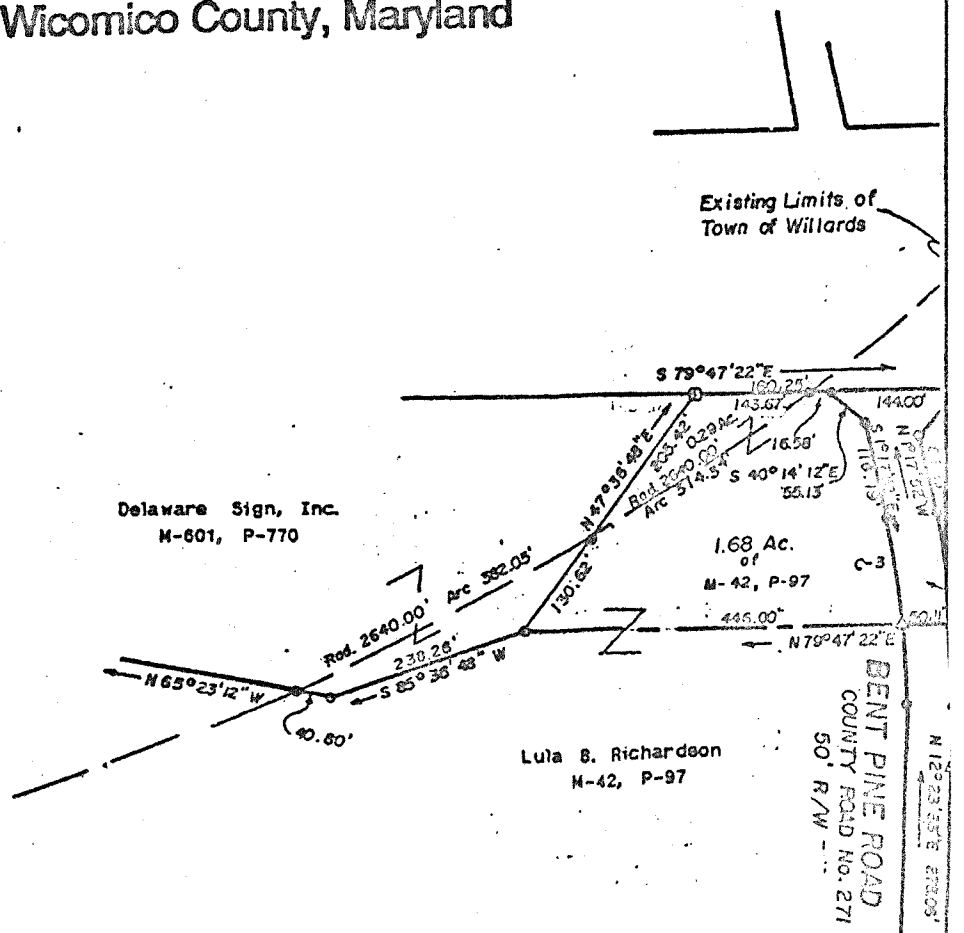
# "OCEAN GATEWAY" EAST ANNEXATION

Annexation Plat- Lands of  
Lula B. Richardson

E. Dean W. Richardson, Trustee

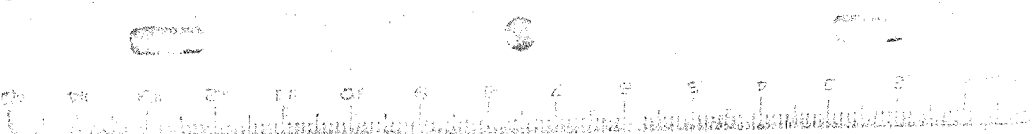
Don E. Richardson, Trustee

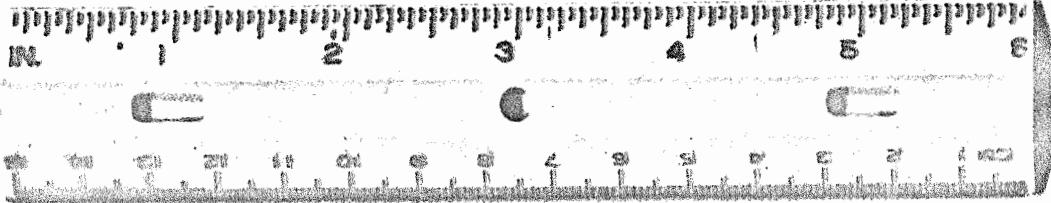
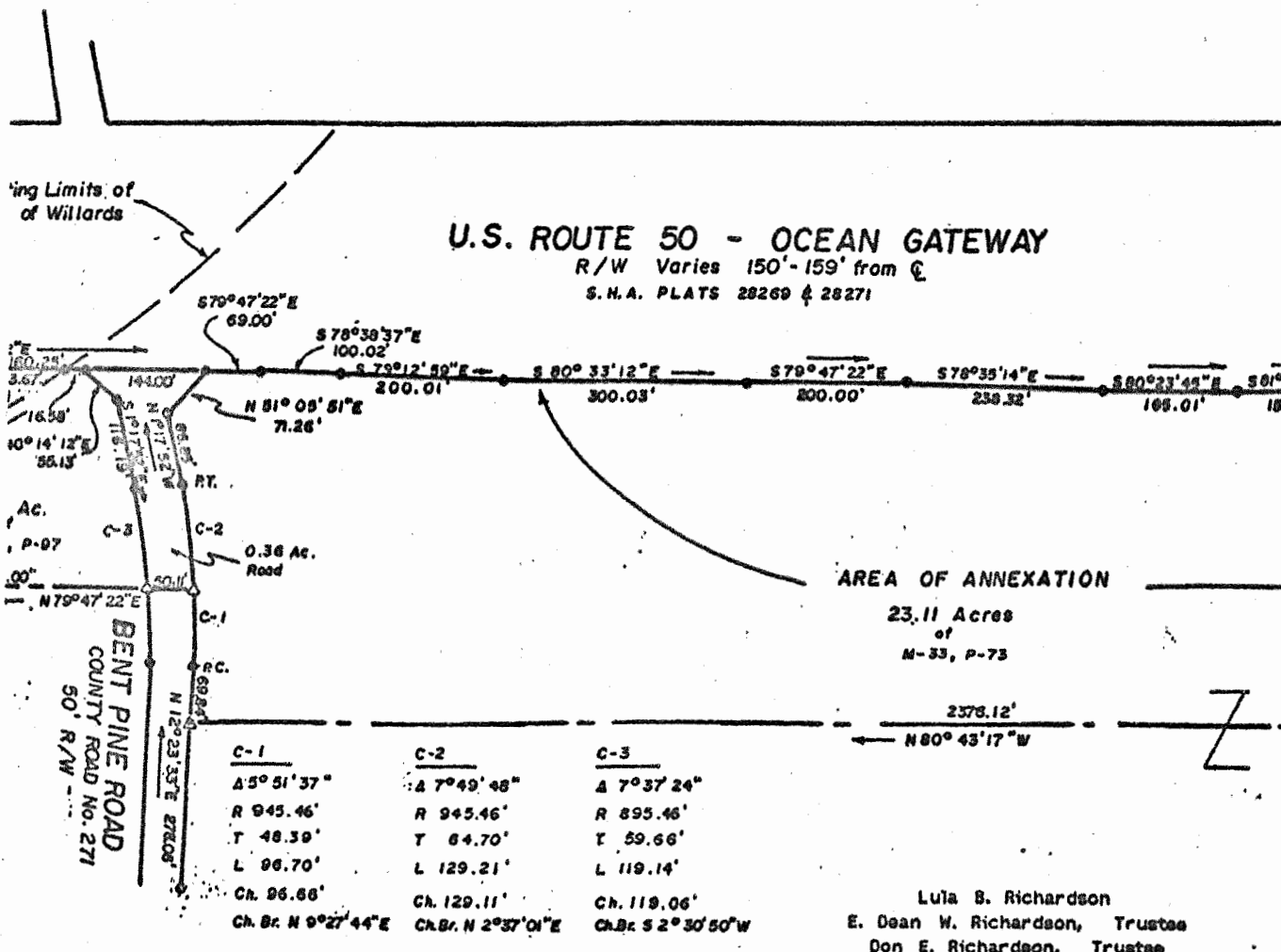
Willards Election District  
Wicomico County, Maryland



LIBER 3 PAGE 347

Owner(s) & Surveyor's Statement



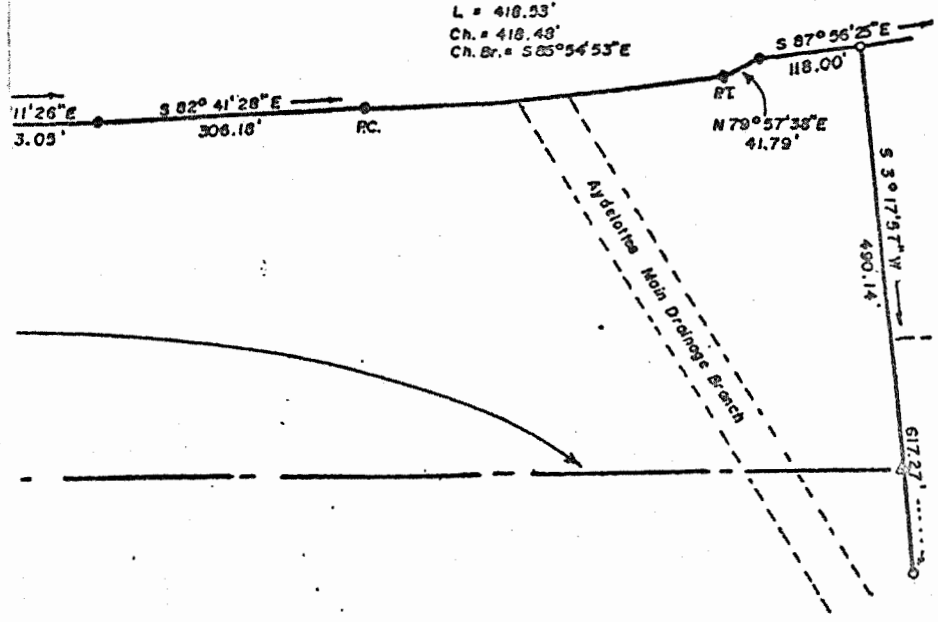


Lula S. Richardson  
 E. Dean W. Richardson, Trustee  
 Don E. Richardson, Trustee

NORTH  
PER U.S. ROUTE 50 PLATS

Existing Limits of  
Town of Willards

A = 3° 04' 30"  
R = 7788.44'  
T = 209.32'  
L = 418.53'  
Ch. Br. = S 65° 54' 53" E



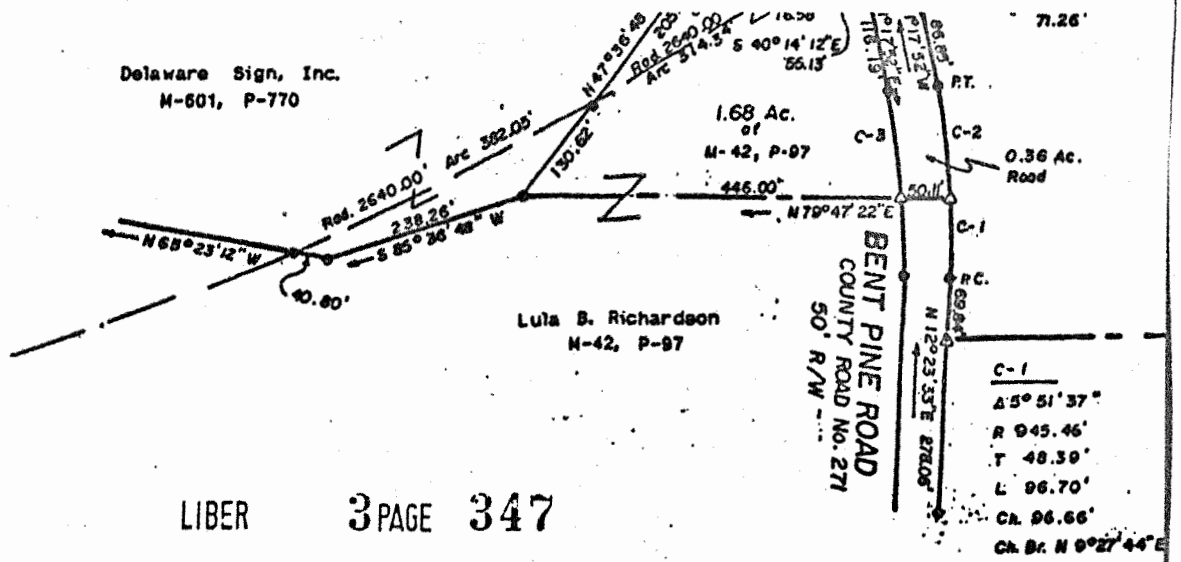
N/F  
J. William Brittingham

N/F  
Carmel L. Collins

AREAS OF ANNEXATION

M-33, P-73      23.11 Ac.





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Owner(s) & Surveyor's Statement

I/We, certify that the requirements of Real Property Section 3-108 of the Annotated Code of Maryland, latest edition, as far as it concerns the making of this plat and the setting of markers have been complied with.

*Lula B. Richardson*  
Lula B. Richardson Owner par. 73 & 97

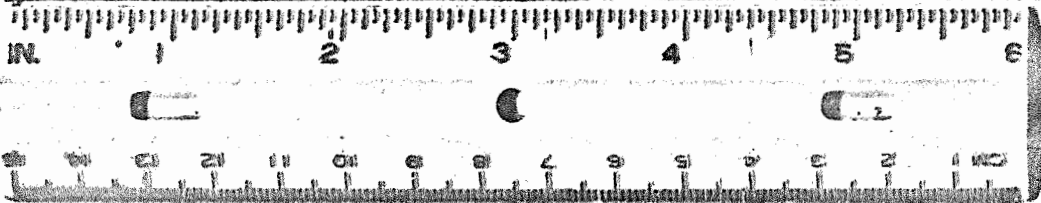
*E. Dean W. Richardson*  
E. Dean W. Richardson Trustee par. 73

*Don E. Richardson*  
Don E. Richardson Trustee par. 73

*Steven E. Warren*  
Steven E. Warren Surveyor

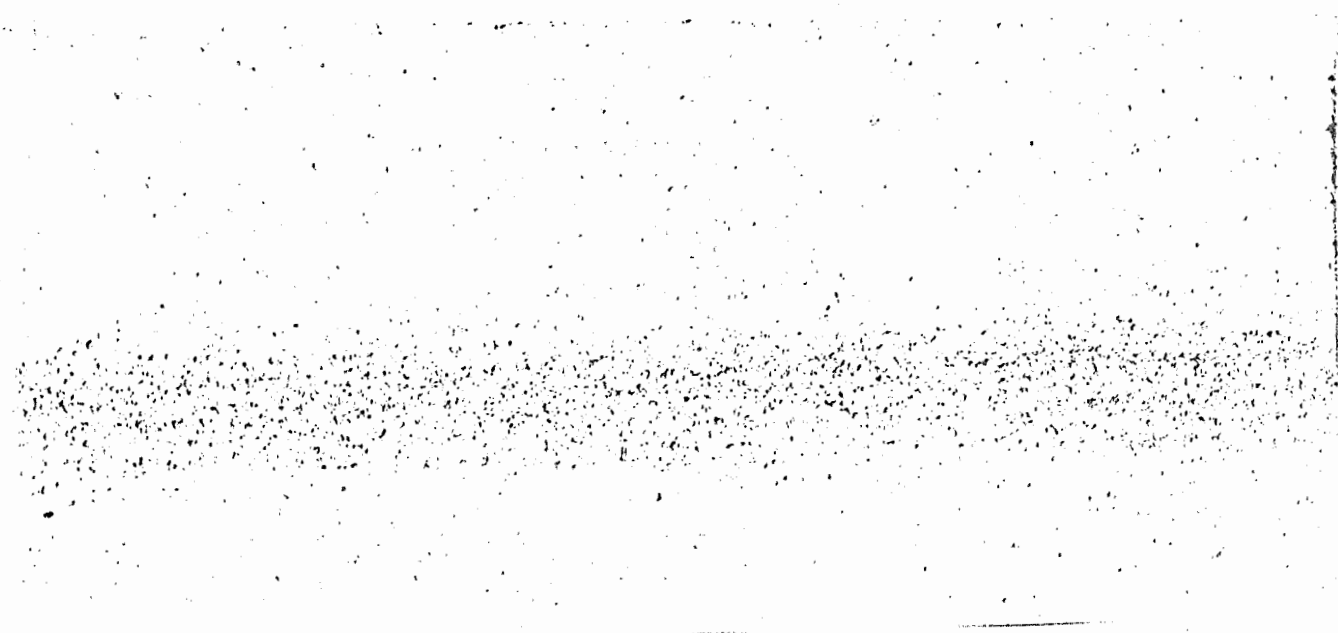
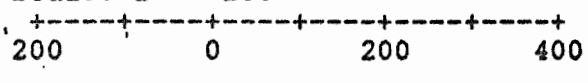


**Steven E. Warren**  
Property Line Surveyor #269  
36227 Pine Street  
Willards, Maryland 21874  
(410) 835-8371  
June 27, 1998



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Tax Map 33, Parcel 73  
 Deed Ref. 1494/556 & 878/244 ; Plat Ref. Cab. 9/158-632  
 Zoned: Agriculture - Rural (county)  
 Tax Map 42, Parcel 97  
 Deed Ref. 1206/364 ; Plat Ref. Cab. 9/52-207  
 Zoned: Agriculture - Rural (county)  
 □ = Concrete Marker  
 o = Iron Pipe  
 ● = Unmarked  
 Scale: 1" = 200'

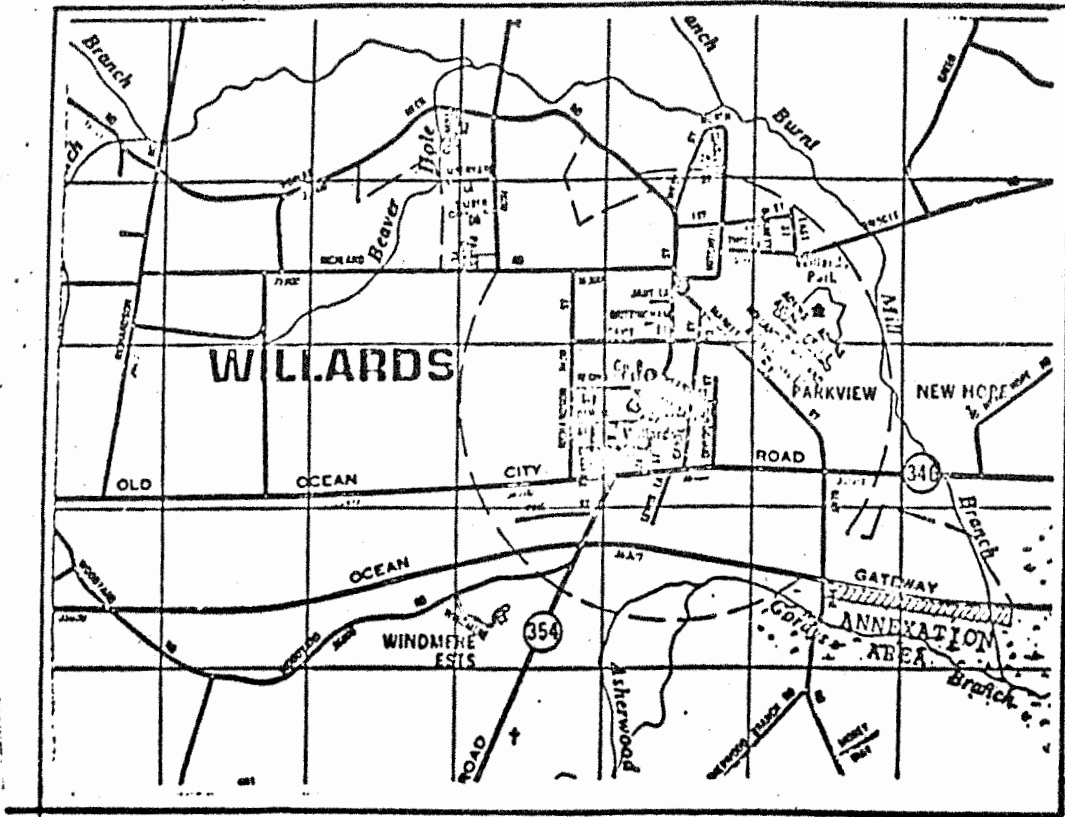




M-33, P-13	23.11 Ac.
M-42, P-97	1.68 Ac.
Roads	0.36 Ac.
<b>Total</b>	<b>25.15 Ac.</b>

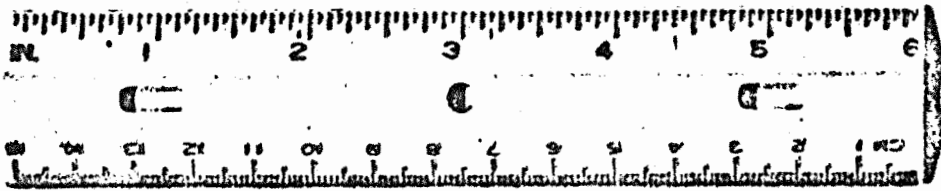
LIBER 3 PAGE 349

LOCATION MAP



Received for Record April 2, 2000 and recorded in the  
 Wic 90d Records of Wicomico County, Maryland in Liber 446-B Pgs.  
 No. 3 Folios 322 - 349

Mark S. Boun Clerk



Ed: Dad Kenneth Hooper

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**CITY OF FRUITLAND**

401 EAST MAIN STREET  
 P.O. DRAWER F  
 FRUITLAND, MARYLAND 21826-0120

TELEPHONE: 410-548-2800  
 FAX: 410-548-2808



THEODORE O. LOKEY, President  
 GLORIA J. ORTIZ, Treasurer  
 LESLIE M. WILLIAMS, Councilman  
 J.R. RAINS, Councilman  
 JOHN D. CLOHESSY, Councilman  
 RICHARD M. POLLITT, JR., City Mgr/Clerk  
 AMY B. CATON, Deputy Treasurer  
 PAUL R. JACKSON, Chief of Police  
 JOSEPH P. DERBYSHIRE, Utilities Director  
 P. COOPER TOWNSEND, Public Wrks. Dir.  
 ANDREW C. MITCHELL, JR., City Solicitor.



February 27, 2001

**VIA HAND DELIVERY**

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

RE: Perdue/Cedar Lane Annexation  
 AR 1-99

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 "Perdue/Cedar Lane Annexation" the following documents:

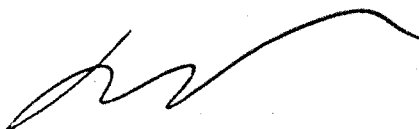
1. Petition for Annexation with attached Exhibit A and attached Certification;
2. Notice of Annexation;
3. Annexation Resolution No. 1-99 to which is attached Exhibit A; and
4. The plat entitled "Annexation Plat for a Portion of the Purdue Property", made by Freeland & Associates, Inc., Surveyors, dated January 21, 1999.

A copy of the Resolution, plat and Exhibit A Amended have 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.

LIBER

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Very truly yours,



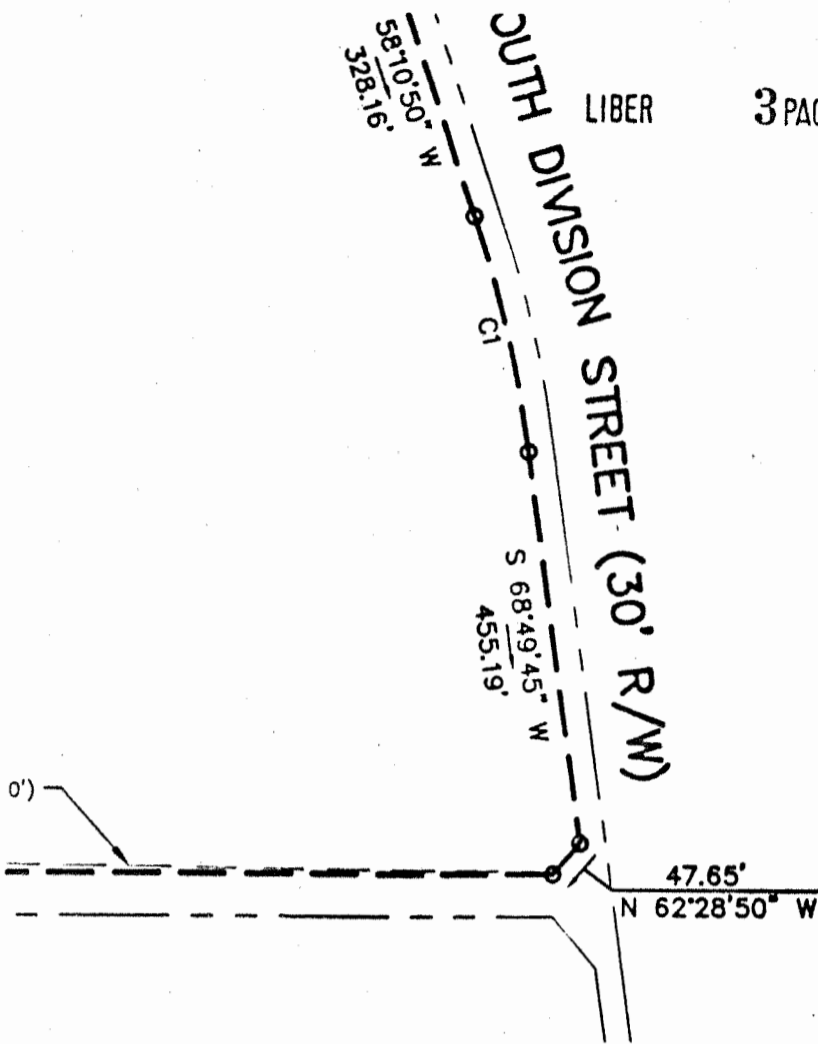
Andrew C. Mitchell, Jr.  
City Solicitor

ACM, Jr./slc

Enclosures

CC: Maryland Department of Assessment and Taxation

My Documents Fruitland/Perdue/Cedar Lane Annexation - Bowen Ltr. No. 3



STATE OF MARYLAND  
WICOMICO COUNTY

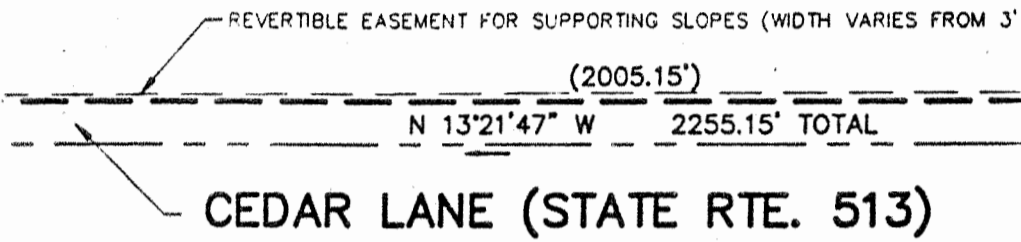
ANNEXATION PLAT  
FOR A PORTION  
OF THE PURDUE PROPERTY  
AND THE HANNA PROPERTY

FREELAND & ASSOCIATES, INC.  
ENGINEERS • LAND SURVEYORS  
323 WEST STONE AVENUE  
GREENVILLE, S.C., 29609  
(864) 271-4924 FAX: (864) 233-0315

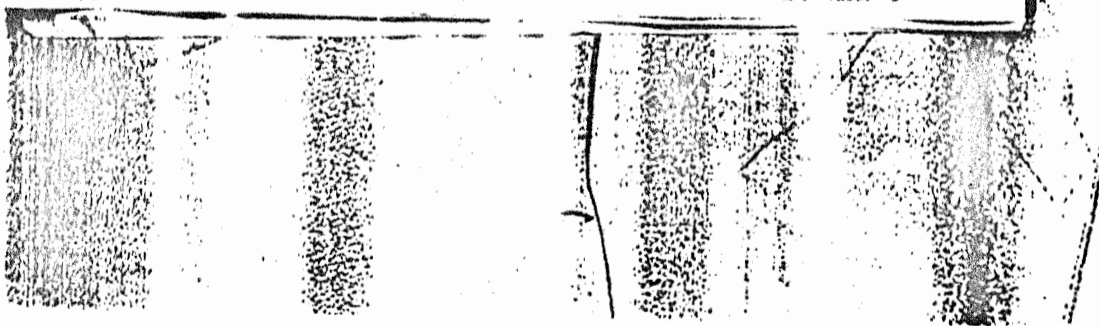
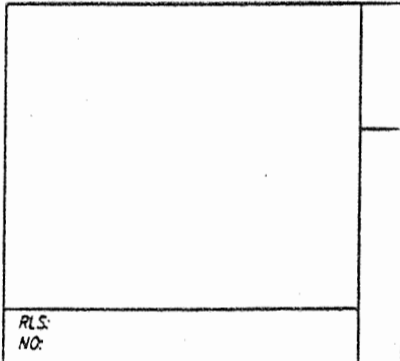
REF PLAT BOOK	SEE NOTE
REF DEED BOOK	
TAX MAP	
PARTY CHIEF	
DRAWN	JPR
DATE	1-21-99
DWG. NO.	40518-A2

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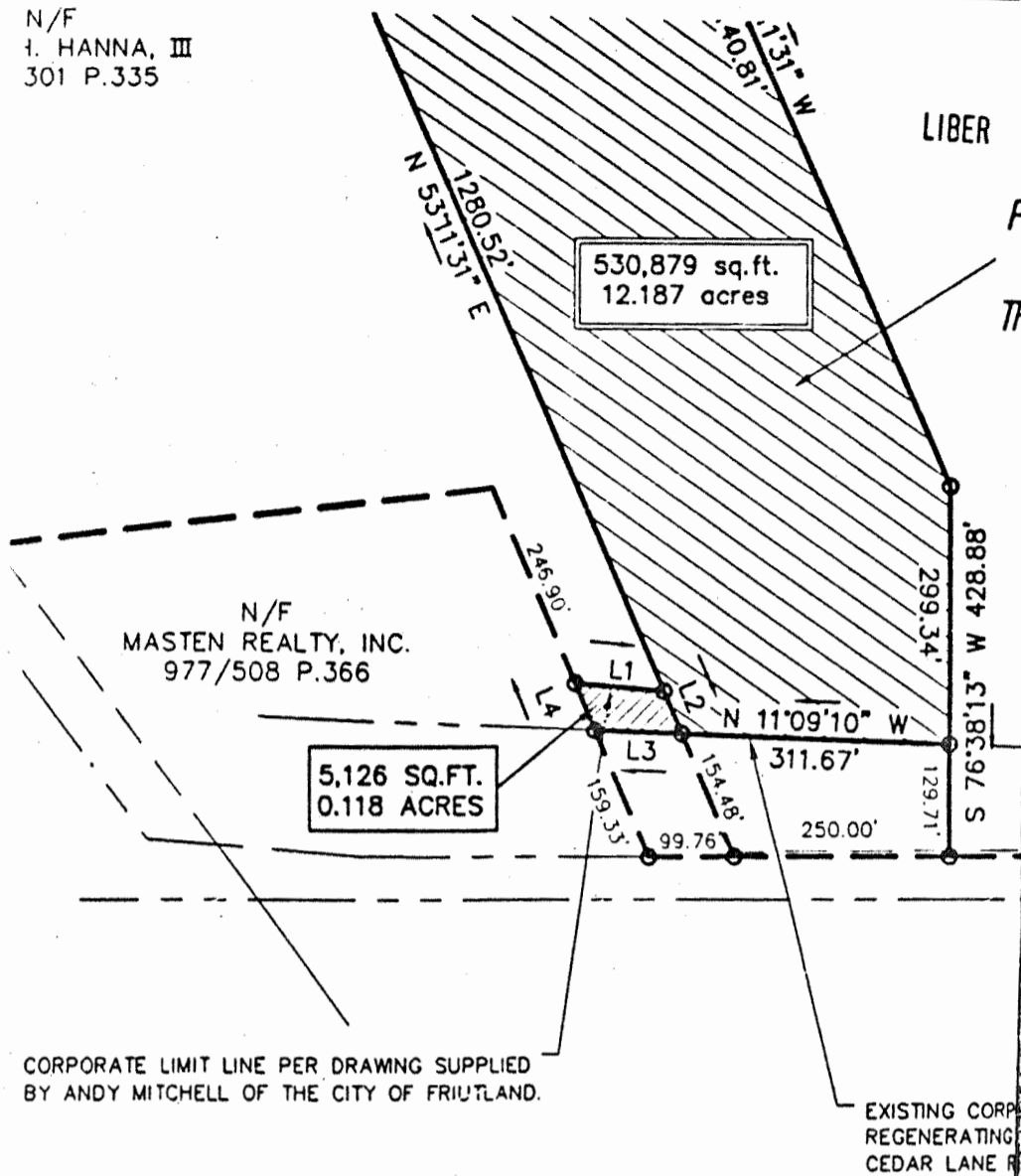
PROPERTY PROPOSED TO BE  
ANNEXED INTO THE  
TOWN OF FRUITLAND, MD.



DATE LIMIT ESTABLISHED BY  
THE ORIGINAL CENTERLINE OF  
D.



N/F  
I. HANNA, III  
301 P.335



CORPORATE LIMIT LINE PER DRAWING SUPPLIED  
BY ANDY MITCHELL OF THE CITY OF FRIULAND.

EXISTING CORP.  
REGENERATING  
CEDAR LANE R

BEARING	DELTA
N 63°30'17" E	10°38'55"

NO.	DATE	DESCRIPTION	BY
1	8-10-99	CORPORATE LIMIT LINES	

LIBER

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HENR  
10

**WITLAND BOULEVARD (HWY.# 13 BUSINESS)**  
 (ASPHALT IN GOOD CONDITION) (SPEED LIMIT - 55 MPH.)  
 VARIABLE WIDTH R/W. AS SCALED FROM MD. D.O.T. PLAT NO. 12079)

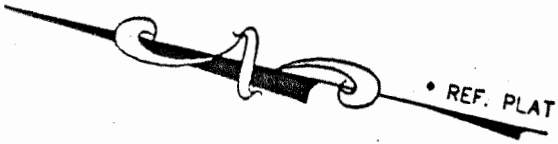
NOTE:

PORTION OF PROPERTY BINDING POND AND CREEK IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AND ANY DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS AND REGULATIONS AS SET FORTH IN CHAPTER 149 OF THE WCOMICO COUNTY CODE ENTITLED "FLOOD PLAIN MANAGEMENT".

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD
C1	1502.22'	279.19'	140.00'	278.79'

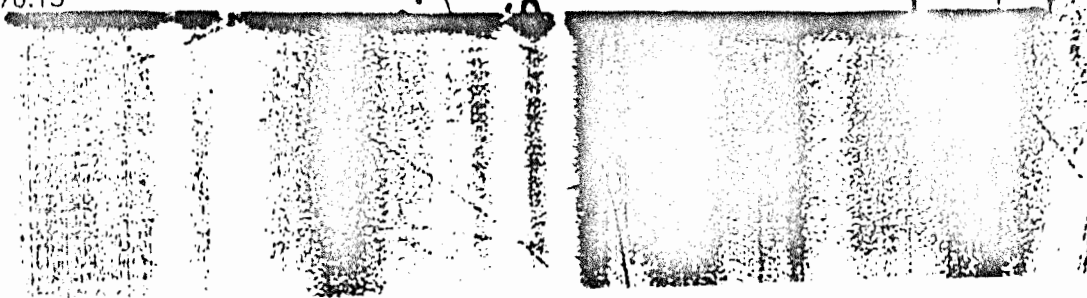
LIBER 3 PAGE 356



REFERENCE PLAT FOR PHILIP M. PERDUE, HERMAN E. PERDUE,  
AND U. FRANKLIN PERDUE BY HALL & PARKER LAND SURVEYORS  
DATED JAN. 17, 1992

LOWE  
P.375

16'54" E  
76.15'





N/F  
MEADOWBROOK FARMS INC.  
1166/868 P.370

N/F  
MARY M. DAVIS ET.AL.  
1109/83 P.376

N/F  
HERMUS W  
657/138

S 24°56'22" W  
1069.06'

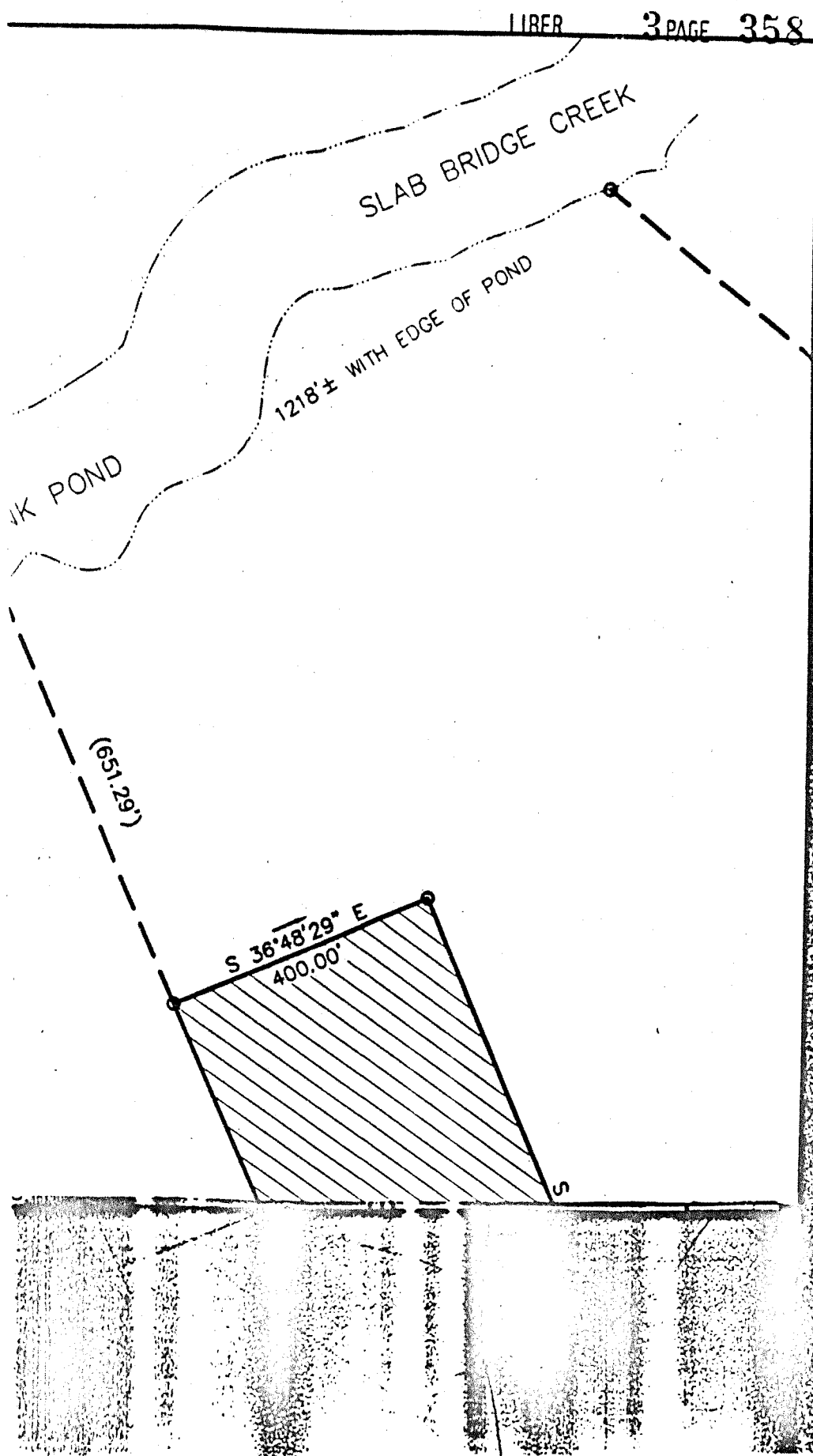
S 25°16'19" W  
95.00'

S 04°16'19" W  
182.00'

S 72°34'17" W  
671.87'

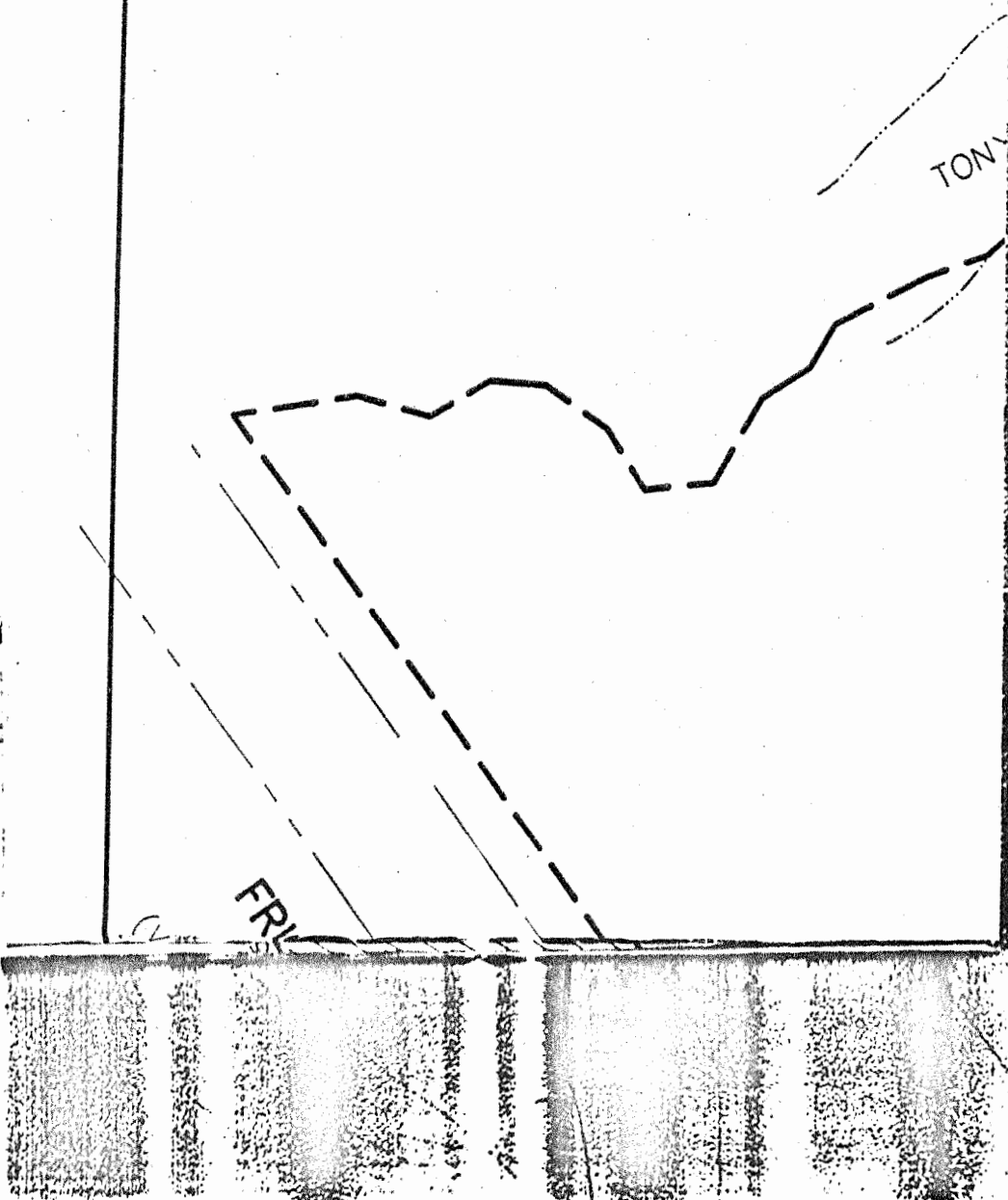
S 14°  
8'





LIBER 3 PAGE 359

LINE TABLE		
LINE	LENGTH	BEARING
L1	104.25'	S 08°24'08" E
L2	53.12'	S 53°11'31" W
L3	101.74'	N 11°09'10" W
L4	58.67'	N 53°12'03" E



LIBER 3 PAGE 360

IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION BY	*	OF THE CITY OF FRUITLAND
MILFORD <sup>4</sup> P. PERDUE TRUST	*	WICOMICO COUNTY, MARYLAND

\* \* \* \* \*

PETITION FOR ANNEXATION

<sup>4</sup>  
 The Petitioners, Trustees of the Milford P. Perdue Trust, owners in fee simple of the property described in 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. The Trustees, Phillip M. Perdue and U. Franklin Perdue constitute a majority of the Trustees of said Trust and are authorized to act as such, and further represent that they are informed that the remaining Trustee, Herman E. Perdue, does not object to this Petition and would join in it, but is not available to sign same at this time. This Petition is intended to be a formal Petition as a follow up to prior discussions.

*Phillip M. Perdue* \_\_\_\_\_ (SEAL)  
 Phillip M. Perdue, Trustee

*U. Franklin Perdue* \_\_\_\_\_ (SEAL)  
 U. Franklin Perdue, Trustee

Received this 9<sup>th</sup> day of February, 1999, by

CITY COUNCIL OF THE CITY  
OF FRUITLAND

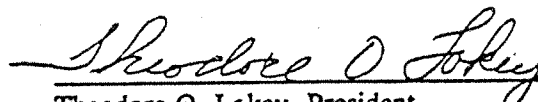
BY: *Theodore O. Lokey* \_\_\_\_\_ (SEAL)  
 Theodore O. Lokey, President

LIBER

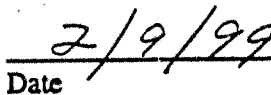
3 PAGE 361

CEDAR LANE/ PERDUE ANNEXATION  
CERTIFICATION

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



Theodore O. Lokey, President  
City Council of The City of Fruitland



Date

LIBER 3 PAGE 362  
 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  
 CEDAR LANE/PERDUE 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 February 9, 1999, Annexation Resolution No. 1-99 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 all that certain area of land therein identified as the "Cedar Lane/Perdue Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter of the City of Fruitland and all Ordinances, Resolutions, Rules and Regulations, thereof, 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 City Council will hold a **PUBLIC HEARING** on said Resolution and the said annexation therein proposed and recommended on:

**TUESDAY, JULY 13, 1999**  
**AT 7:45**  
**IN THE FRUITLAND CITY HALL**  
**FRUITLAND, MARYLAND**

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

The proposed area and conditions of annexation are as follows:

**A. PROPOSED AREA**

**ALL** that 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 binding upon part of that land which was annexed as the "Cedar Lane/Hanna Annexation" and on the Easterly side of and binding upon Cedar Lane, also known as County Route 513, and as more particularly described as follows:

LIBER 3 PAGE 363

ALL that tract or parcel of land situate, lying and being in Fruitland Election District, Wicomico County, State of Maryland, and binding upon the lands of Henry H. Hanna, Dara L. Hanna and Merrill W. Tilghman, Jr. on the North and of Cedar Lane on the West, and bounded by the lands of the Perdue Estate on the South, and on the East, all as more particularly shown on a survey made by Freeland & Associates, Inc., dated January 21, 1999, entitled "Annexation Plat For A Portion Of The Purdue [sic.] Property".

#### B. SERVICES AND TAXES

1. As a condition of the aforesaid annexation, the Petitioners shall pay all property survey costs in regard to said annexation. City shall pay its own advertising and legal expenses related to the annexation.

2. Petitioners, shall develop said property (and additional property already within the corporate limits of the City) into a shopping center with at least one (1) regional-type retail anchor store and several smaller specialty stores. The area will be zoned C-4, Highway Business District.

3. Services will be available upon annexation, subject to compliance with the conditions hereof, of the Resolution of Annexation and of the Annexation Agreement previously executed. 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. Services not currently available will be extended to the property.

4. The cost of the utility improvements for water and sewer, specifically the extension of the City water and sewer lines to the Petitioners' property as well as the construction of a necessary lift station thereon, and any necessary upgrade to the downstream sewer lift/pumping stations as required to service the project shall be paid by the City. The installation of water lines, hydrants, meters, taps and laterals and sewer lines within the Petitioners' property shall be paid for by Petitioners. Once the water lines and sewer lines and related and appurtenant items are constructed to City's requirements, Petitioners' shall give, convey and dedicate same to City.

5. Petitioners shall be responsible for the annexation costs set out as their responsibility in paragraph 1 above 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 for any reason other than the refusal of Norfolk Southern or any other appropriate entity, despite the good faith efforts of Petitioners and City, to grant a grade crossing, Petitioners shall nevertheless be responsible for all costs, expenses and 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.

LIBER

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6. The subject property will be required to use any and all City systems available at the time of development, construction and thereafter.

7. City will not impose nor collect the City's portion of real estate taxes on the Property until parcels thereon have a business occupant open for business, pro-rated for any partial fiscal year and further City will institute a freeze in the City's real estate tax rate at the level in force at the time the Annexation Agreement was executed the same being \$1.26 per \$100.00 of assessed value for the Fiscal Years beginning July 1, 1999 and ending June 30, 2004. The aforesaid tax considerations are contingent upon Petitioners/Developer actually completing the shopping center in good faith before the end of the second quarter of 2000.

8. Petitioners shall, however, be charged all other and standard user fees including, but not limited to, water, sewer, garbage, building permits and will pay standard front foot assessments for water and sewer computed on the front foot of each structure served by water and/or sewer.

9. Petitioners have disclosed their intent to convey the property to ATW Enterprises, Inc. (Developer) which said corporation has, along with the City and Petitioners, executed an Annexation Agreement which sets out, in greater detail, the terms of the Annexation which are herein summarized. Said Agreement also requires Developer to bear certain expenses and perform certain acts which, for ease of reference, may be shown herein as obligations of Petitioners.

10. City shall use its good offices and best efforts to assist Petitioners/ Developer in securing the necessary permits and approvals to construct a right turn in from Route 13 and right turn out onto Route 13 between Cedar Lane and Tony Tank Lake and to cross the railroad tracks at grade. This agreement to so assist Petitioners/Developer shall not require City to expend its funds.

11. The shopping center will be constructed on the land to be annexed and also on land currently within the City. As such, where appropriate, the responsibilities and obligations set out herein apply to the shopping center project as a whole, without regard to whether particular items are already in the City or in the area to be annexed.

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.



**LIBER 3 PAGE 365**

A copy of said Annexation Resolution 1-99 may be examined at the City Hall,  
Fruitland, Maryland.

City of Fruitland  
Theodore O. Lokey  
President of The City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:  
6/7/99; 6/14/99; 6/21/99; 6/28/99  
Bill the City of Fruitland directly at:  
P.O. Box Drawer F  
Fruitland, Maryland 21826

ACM, Jr.lvh  
Fruitland/Wyatt Devel. 11-181 Annexation Notice

LIBER 3 PAGE 366  
 MITCHELL & HOOPER  
 107 N. BAPTIST STREET  
 SALISBURY, MD 21801  
 PHONE: (410) 546-9993  
 FAX: (410) 548-1382

FACSIMILE TRANSMITTAL SHEET

TO: Richard M. Pollitt, Jr., City Manager	FROM: Andrew C. Mitchell, Jr., Esq.
COMPANY: City of Fruitland	DATE: June 3, 1999
FAX NUMBER: 410-548-2808	TOTAL NO. OF PAGES INCLUDING COVER: 36
PHONE NUMBER: 410-548-2800	SENDER'S REFERENCE NUMBER: A00011-181
RE: Wyatt-Cedar Lane/Perdue Annexation	YOUR REFERENCE NUMBER:

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:

Rick:

There follows what I hope will be the final version of the Public Notice of the Cedar Lane/Perdue Annexation for the Big Store. Please look it over and advise me if you see any mistakes or have any questions. Please pay particular attention to the zoning. I am showing it as C-4 Highway Business. That is in the Annexation Agreement too. My notes show that it was Jim Price who requested that district designation which was a change from the original district we used, to-wit: C-5 Shopping Center.

We still have to resolve the matter of rezoning the Cedar Lane/Hanna Annexation to C-4 Highway Business too.

Please let me hear from you as soon as possible, as I would like to get this to the newspaper early in the day to be sure that we can meet the schedule for publication.

  
Andy

**CONFIDENTIALITY NOTICE: THE DOCUMENTS ACCOMPANYING THIS TELECOPY TRANSMISSION CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TELECOPIES INFORMATION IS STRICTLY**

107 N. BAPTIST STREET  
 SALISBURY, MD 21801

LIBER

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PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE ORIGINAL DOCUMENTS TO US.

WVA/LACM POLLITT

LIBER 3 PAGE 368  
ANNEXATION RESOLUTION NO. 1-99

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 Northerly and Easterly Corporate Limits of The City of Fruitland, popularly known as the "Cedar Lane/Perdue Annexation" bounded on the North by the recently annexed lands known as the "Cedar Lane/Hanna Annexation", on the West binding upon Cedar Lane; and bounded on the South by the lands of the Perdue Estate and on the East by the lands of the Perdue Estate.

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/Perdue 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 9th day of February, 1999, as will more particularly appear by the certification of Theodore O. Lokey, President of the City Council, attached hereto; and

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

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

LIBER 3 PAGE 369

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 Northerly and Easterly corporate limits of The City of Fruitland and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions as set forth in an Annexation Agreement to be attached hereto and made a part hereof upon final agreement and passage.

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 13<sup>th</sup> day of July, 1999, in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The city of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

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

The above resolution <sup>LIBER</sup> was introduced and read and passed at the regular meeting of the Council of The city of Fruitland held on the 9<sup>th</sup> day of February, 1999, 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 13<sup>th</sup> day of July, 1999.

**ATTEST:**

Richard M. Pollitt, Jr. /S/

Theodore O. Lokey /S/

Gloria J. Ortiz /S/

J. R. Rains /S/

John D. Clohessy /S/

Leslie M. Williams /S/

Council Members

Fruitland\Wyatt Development 11-181 Annexation Resolution

LIBER      3 PAGE      371

IN THE MATTER OF THE      \*      BEFORE THE CITY COUNCIL

PETITION FOR ANNEXATION BY      \*      OF THE CITY OF FRUITLAND

MILFORD <sup>6</sup> PERDUE TRUST      \*      WICOMICO COUNTY, MARYLAND

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*

EXHIBIT A

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 Northeastly side of that road leading from Salisbury to Fruitland known as U.S. Route No. 13, and also known as North Fruitland Boulevard and binding upon part of that land which was annexed as the "Cedar Lane/Hanna Annexation" and on the Easterly side of and binding upon Cedar Land, also known as County Route 513, and as more particularly described as follows:

ALL that tract or parcel of land situate, lying and being in Fruitland Election District, Wicomico County, State of Maryland, and binding upon the lands of Henry H. Hanna, Dara L. Hanna and Merrill W. Tilghman, Jr. on the North and of Cedar Lane on the West, and bounded by the lands of the Perdue Estate on the South, and on the East, all as more particularly to be shown on a survey made by Freeland & Associates, Inc., dated January 21, 1999, entitled "Annexation Plat For A Portion Of The Purdue [sic.] Property.

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ANNEXATION AGREEMENT

THIS AGREEMENT executed in triplicate and entered into this 8<sup>TH</sup> day of June, 1999, by and between PHILLIP M. PERDUE, U. FRANKLIN PERDUE and HERMAN E. PERDUE, TRUSTEES OF THE MILFORD G. PERDUE TRUST, hereinafter referred to as "Petitioners"; and ATW ENTERPRISES, INC., hereinafter referred to as "Developer"; 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; and

WHEREAS, Petitioners have petitioned the City to annex a 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 binding upon part of that land which was annexed as the "Cedar Lane/Hanna Annexation" and on the easterly side of and binding upon Cedar Lane, also known as County Route 513, and as more particularly described as follows:

ALL that tract or parcel of land situate, lying and being in Fruitland Election District, Wicomico County, State of Maryland, and binding upon the lands of Henry H. Hanna, Dara L. Hanna and Merrill W. Tilghman, Jr. on the North and on Cedar Lane on the West, and bounded by the lands of the Perdue Estate on the South, and on the East, all as more particularly shown on a survey made by Freeland & Associates, Inc., dated January 21, 1999, entitled



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"Annexation Plat For A Portion Of The Purdue [sic.] Property" (The Annexation Plat); and

WHEREAS, the said Petition for Annexation (Petition) by which the Trustees of the Milford G. Perdue Trust petitioned the City for annexation of the Property; was introduced and given first reading at the regularly scheduled meeting of the City Council of the City of Fruitland on February 9, 1999; and

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, Developer and City.

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

1. The City Council of the City of Fruitland having voted in favor of the Resolution For Annexation when presented for first reading at its meeting on February 9, 1999 will bring the Resolution for the proposed annexation of the subject parcel on for public hearing and adoption contingent upon and subject to compliance with the conditions of this Agreement.

2. The City shall pay all advertising costs, the City's attorney's fees and all such other similar and related costs in regard to said annexation, except survey costs and expenses and recording fees and transfer taxes, and fees and costs associated with Petitioner's sale of

LIBER 3 PAGE 374

property to Developer. All legal work referenced above shall be done by the City Solicitor at the City's expense. Any legal work performed by other counsel shall be at the expense of Petitioner or Developer.

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 as shown on The Annexation Plat 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 is intended.

4. It is represented by Petitioners and Developer that Petitioners shall convey and transfer the Property to Developer and that Developer shall develop said Property into a shopping center with at least one major, regional type retail anchor store and several smaller specialty stores. This development shall commence site-work construction the third quarter of 1999 with a project completion date during the second quarter of 2000.

5. All normal and customary City services, including water, sewer, police and trash collection will be available upon annexation, subject to the normal and customary fees and charges for such services and compliance with the conditions hereof and of the Resolution of Annexation. Water and sanitary sewer service will be contingent upon approval of the construction plan, building permits, the payment to the City by Developer of all required fees, and charges and the completion of the construction necessary to so serve the property.

The City shall extend the 12 inch City water line (or such size water line as may be determined necessary by City and Developer) to the Property line at Cedar Lane and shall relocate and upgrade, as necessary, the sewer lift station currently on site, and shall be responsible for sewer upgrades necessary downstream to handle the normal anticipated flow from the Project. Developer shall install, at their expense, all on-site water and sewer mains,

LIBER 3 PAGE 375

meters and hydrants to City specifications and shall grant ownership of the said lines, meters and hydrants along with all necessary easements to City for the operation, maintenance and repair of said mains, meters and hydrants and lift station.

6. Petitioners and Developer understand and agree that should either of them abandon said Petition for Annexation, for any reason other than the failure of all good faith efforts of Petitioner, City and Developer to secure a rail road grade crossing to permit Northbound traffic on Route 13 to turn right into or out of the shopping center north of Cedar Lane, Developer shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, those referred to in paragraph 5 above, attorney's fees, advertising costs, and any and other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioners or Developer and a reasonable time thereafter as needed to terminate and close out the matter.

7. It is agreed and understood by Petitioners and Developer that the Property will be required to use City water and sewer systems available at the time of development, construction and thereafter. Developer will be responsible for sewer laterals, water taps and meters needed to serve the *Property*.

8. Developer shall pay or reimburse City for costs and expenses incurred pursuant to the terms of Paragraph Number 6 in regard to said annexation within thirty (30) days of the receipt of a statement or bill for the same from the City.

9. In recognition of the fact that the Developer will be required to expend monies to develop the shopping center referenced in Paragraph Number 4 above, and will be required to expend funds as referenced in Paragraph Number 2 above and may be required to expend funds as referenced in Paragraphs Number 6 and 8 above, and elsewhere herein, and further

LIBER 3 PAGE 376

acknowledging the desire of the City to bring the Property within the City limits, and as an inducement to the Petitioners to seek annexation, the City hereby agrees that it will not impose nor collect the City's portion of real estate taxes on the Property until the parcels therein have a business occupant open for business, prorated for any partial fiscal year, and further that the City will institute a freeze in the City's real estate tax rate at \$1.26 per \$100.00 of assessed value on the Property for the fiscal year beginning July 1, 1999 and ending June 30, 2004; PROVIDED, HOWEVER, that such tax considerations are contingent upon Petitioner/Developer actually completing the development of the aforesaid shopping center in good faith and substantially within the time frame set out in paragraph 4 above. Petitioners and/or Developer shall, however, be charged all ordinary and standard user fees including, but not limited to water, sewer, front foot assessments for water and sewer (to be computed based upon the front footage of each structure in the shopping center which is served by water and or sewer), and garbage, and building permit fees.

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-4 Highway Business.

12. This Agreement shall be governed by the laws of the State of Maryland and the jurisdiction over any disputes hereunder shall lie in the appropriate Maryland Court.

13. City shall, at Developer's request, assist Developer in obtaining desirable and/or required railroad crossing(s) and highway and/or road changes and improvements which City shall design, construct and install. Developer understands and agrees that the City's agreement to so assist does not obligate City to incur expenses in regard to the provisions of this

LIBER 3 PAGE 377

paragraph, and to that end Developer agrees to reimburse City for all expenses incurred in regard to such improvements. Developer shall be responsible for all such improvements within the borders of the shopping center project property (which may be larger than that property subject to annexation).

14. This Agreement is the acknowledgement and ratification of negotiations and dealings between the parties who agree, ratify and acknowledge that there have been expenses incurred by the City of Fruitland in the preparation for the various aspects of the annexation and agreement, heretofore, which said costs, expenses and fees are to be considered a part of those enumerated in Paragraphs 2, 6, and 8, being \$2,975.00 as of May 19, 1999, the said sum being acknowledged to be an interim sum only subject to change as additional expenses are incurred. It is further agreed that in the event that the project is abandoned only by reason of the failure of all good faith efforts of Petitioner, City and Developer to secure a rail road grade crossing to permit Northbound traffic on Route 13 to turn right into or out of the shopping center north of Cedar Lane Petitioner will not be obligated to pay attorney's fees incurred by City.

15. As used herein, the term Petitioner shall also include Developer once the property has been transferred to Developer and obligations undertaken herein by Petitioner shall, without the need of further agreement, shift to Developer upon said transfer retroactive to the time set forth herein.

16. 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.

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17. It is hereby agreed and understood that this Agreement 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 8<sup>th</sup> day of June, 1999.

ATTEST:

MILFORD G. PERDUE TRUST,  
PETITIONERS

John J. Evans

By: Phillip M. Perdue (SEAL)  
Phillip M. Perdue, Trustee

John J. Evans

By: U. Franklin Perdue (SEAL)  
U. Franklin Perdue, Trustee

John J. Evans

By: Herman E. Perdue (SEAL)  
Herman E. Perdue, Trustee

ATTEST:

ATW ENTERPRISES, INC.,  
DEVELOPER

Jan K. O. Jones

By: Allyson W. Jones (SEAL)  
Vice - President

ATTEST:

Roberta Bell

By: Theodore O. Lokey (SEAL)  
Theodore O. Lokey, President  
Fruitland City Council

NUAC Per Title 6/8/99 Date approved Sf.

LIBER 3 PAGE 379  
STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of May, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Phillip M. Perdue, Trustee of the Milford G. Perdue Trust, known to me (or satisfactorily proven) who made oath in due form of law that he has executed the within instrument in his capacity as such Trustee and that it is his act and deed.

AS WITNESS my hand and Notarial Seal.



Carolyn E. Blades, Notary Public  
Wicomico County  
State of Maryland  
My Commission Expires Oct. 1, 1999

Carolyn E. Blades  
Notary Public

My Commission Expires: Oct. 1, 1999

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of May, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared U. Franklin Perdue, Trustee of the Milford G. Perdue Trust, known to me (or satisfactorily proven) who made oath in due form of law that he has executed the within instrument in his capacity as such Trustee and that it is his act and deed.

AS WITNESS my hand and Notarial Seal.



Carolyn E. Blades, Notary Public  
Wicomico County  
State of Maryland  
My Commission Expires Oct. 1, 1999

Carolyn E. Blades  
Notary Public

My Commission Expires: Oct. 1, 1999

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of May, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Herman E. Perdue, Trustee of the Milford G. Perdue Trust, known to me (or satisfactorily proven) who made oath in due form of law that he has executed the within instrument in his capacity as such Trustee and that it is his act and deed.

AS WITNESS my hand and Notarial Seal.



Carolyn E. Blades, Notary Public  
Wicomico County  
State of Maryland  
My Commission Expires Oct. 1, 1999

Carolyn E. Blades  
Notary Public

My Commission Expires: Oct. 1, 1999

LIBER 3 PAGE 380

SOUTH CAROLINA  
STATE OF MARYLAND, Aiken COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of June, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEPHEN W. RAINER, known to me (or satisfactorily proven) who made oath in due form of law that he is the VICE PRESIDENT of ATW Enterprises, Inc., and has executed the within instrument in his capacity as such VICE PRESIDENT and that it is his act and deed.

AS WITNESS my hand and Notarial Seal.

Kay A. Chriswell  
Notary Public

My Commission Expires: December 4, 2006

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of June, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Theodore O. Lokey, known to me (or satisfactorily proven) who made oath in due form of law

that he is the President of the Fruitland City Council and has executed the within instrument in his capacity as such President and that it is his act and deed.

AS WITNESS my hand and Notarial Seal.

Diane C Pusey  
Notary Public

My Commission Expires: 5-1-02

Fruitland\11-181 Wyatt Annex Agree2

Received for Record Feb 28 2001 and recorded in the  
Records of Wicomico County, Maryland in Liber M.S.B. 138  
No. 3, Folios 350-380  
Del Mitchell & Hopper Wicord Mark L. Bowen Clerk



LIBER 3 PAGE 381  
**CITY OF FRUITLAND**



401 EAST MAIN STREET  
P.O. DRAWER F  
FRUITLAND, MARYLAND 21826-0120

TELEPHONE: 410-548-2800  
FAX: 410-548-2808



THEODORE O. LOKEY, President  
GLORIA J. ORTIZ, Treasurer  
LESLIE M. WILLIAMS, Councilman  
J.R. RAINS, Councilman  
JOHN D. CLOHESSY, Councilman  
RICHARD M. POLLITT, JR., City Mgr/Clerk  
AMY B. CATON, Deputy Treasurer  
PAUL R. JACKSON, Chief of Police  
JOSEPH P. DERBYSHIRE, Utilities Director  
P. COOPER TOWNSEND, Public Wrks. Dir.  
ANDREW C. MITCHELL, JR., City Solicitor.

February 27, 2001

VIA HAND DELIVERY

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

RE: Cathedral of Deliverance - Allen Cut-Off 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 "Cathedral of Deliverance - Allen Cut-off" the following documents:

1. Petition for Annexation with attached Exhibit A and attached Certification;
2. Notice of Annexation;
3. Annexation Resolution No. 1-2000 to which is attached Exhibit A, and the Annexation Agreement dated May 8, 2000 and Addendum to Annexation Agreement dated July 12, 2000.
4. Corporate Resolution of Cathedral of Deliverance, Inc.
5. The plat entitled "Boundary Survey & Annexation Plat", made by Hampshire, Hampshire & Andrews, Maryland Register Land Surveyors, dated October 29, 1999.

A copy of the Resolution, plat and Exhibit A have been made available to the local office of the Department of Assessments and Taxation. The necessary documentation has also

LIBER 3 PAGE 382  
been filed with the Department of Legislative Reference. I understand that there is no charge to the City for this filing.

Very truly yours,



Andrew C. Mitchell, Jr.  
City Solicitor

ACM, Jr./slc

CC: Richard M. Pollitt, Jr.

Maryland Department of Assessments and Taxation

Enclosures

My Documents Fruitland Cathedral of Deliverance - Bowen Ltr. No. 2

LIBER                      3 PAGE    383

IN THE MATTER OF THE                      \*                      BEFORE THE CITY COUNCIL

PETITION FOR ANNEXATION                      \*                      OF THE CITY OF FRUITLAND

BY CATHEDRAL OF                      \*                      WICOMICO COUNTY, MARYLAND

DELIVERANCE, INC.                      \*

\* \* \* \* \*

PETITION FOR ANNEXATION

The Petitioner, Cathedral of Deliverance, Inc., owner in fee simple of the property described in Exhibit "A" attached hereto, and there being no residents in the area to be annexed, hereby petitions the City Council of the City of Fruitland for the annexation of the land hereafter described in Exhibit "A" attached hereto and incorporated as a part hereof. This Petition is intended to be a formal Petition as a follow up to prior discussions. The actions of the undersigned are with and upon the authority of the petitioning corporation, as evidenced by the attached Corporate Resolution.

Cathedral of Deliverance, Inc.

BY: Gloria Ortiz (SEAL)  
 Gloria Ortiz, President

Sampson Shupe (SEAL)  
 Sampson Shupe, Vice President

Juan Ortiz (SEAL)  
 Juan Ortiz, Secretary

Christine Deal (SEAL)  
 Christine Deal, Treasurer

Received this 8th day of February, 2000, by  
 CITY COUNCIL OF THE CITY OF FRUITLAND

BY: Theodore O. Lokey (SEAL)  
 Theodore O. Lokey, President

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IN THE MATTER OF THE                      \*                      BEFORE THE CITY COUNCIL

PETITION FOR ANNEXATION BY                      \*                      OF THE CITY OF FRUITLAND

CATHEDRAL OF DELIVERANCE                      \*                      WICOMICO COUNTY, MARYLAND

CHURCH, INC.                      \*

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*

EXHIBIT A

*Please use  
Exh. A ATTACHED to*

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 South side of that road leading from Allen Road to Fruitland, at Camden Avenue Extended, known as The Allen Cut-off and as more particularly described in two parcels as follows:

*Resub for*

PARCEL ONE

ALL that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located on and binding upon the South side of The Allen Cut-off and recorded among the Land Records of Wicomico County, Maryland; Being the same land conveyed unto the Petitioner's predecessor, Deliverance House of Prayer of Fruitland by deed from Thomas R. Leier dated September 26, 1979 and recorded among the Land Records of Wicomico County, Maryland in Liber 928, Folio 636, and as more specifically described below:

BEGINNING for the same at an iron pipe on the southerly line of said Allen Cut-Off Road at its intersection with the easterly line of Stanford Road; thence running by and with the southerly line of Allen Cut-Off Road South 88 degrees 21 minutes East 232.22 feet to an iron pipe and other lands of Petitioner; thence running by and with the same South 07 degrees 01 minutes East 321.47 feet to an iron pipe; thence running South 69 degrees 43 minutes 34 seconds West 103.96 feet to an iron pipe on the line of other lands now or formerly of Nelda E. Banks; thence running by and with the same North 29 degrees 35 minutes West 351.02 feet to the easterly line of Stanford Road; thence running in a northerly direction by and with the easterly line of Stanford Road 56.68 feet to the point of beginning; containing 1.434 acres of land, excepting a small triangular area at the intersection of Stanford Road and Allen Cut-Off Road dedicated for road use as shown on plat hereinafter referred to; the property hereby described being more particularly shown and designated on plat "Property Survey for Thomas and Marjorie Leier", dated June 4, 1971, made by Harold W. Hampshire, Registered Surveyor, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 716, Folio 5, and also being designated as Parcel 204 on that Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire & Andrews, Maryland Registered Land Surveyors, dated October 29, 1999.

LIBER            3 PAGE 385  
PARCEL TWO

ALL those lots, tracts or parcels of land situate, lying and being in Fruitland Election District, Wicomico County, Maryland, and more particularly described on that Deed dated March 29, 1999, from Chesapeake Forest Products Company and which is recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1683, Folio 232 as follows:

PARCELA

ALL that lot, tract or parcel of land, situate as aforesaid, located along the old Allen County Road and more particularly described as follows: BEGINNING for the same at a point located along the Southerly side of said old Allen Road at the Northeasterly corner of land now or formerly owned by "Obrian Bounds" as shown on plat hereinafter referred to, said point of beginning being the Northwesterly corner of the land hereby conveyed, thence (1) by and with the Easterly line of said Obrian Bounds land, South 4° East, a distance of 750 feet to an iron stob and land now or formerly owned by Howard Banks; thence (2) by and with the Northerly line of said Banks land, North 81° East, a distance of 943 feet to a cement post and land owned by Guy Long; thence (3) by and with the Westerly line of said Guy Long land, North, a distance of 640 feet; thence (4) North 7° 30' West, a distance of 170 feet to Parcel 2 as shown on said plat which is more specifically hereinafter described; thence (5) by and with the Southerly line of said Parcel 2 and the Southerly line of land now or formerly owned by Carroll Banks, South 68° West, a distance of 690 feet; thence (6) continuing by and with the Westerly line of said Carroll Banks land North 7° 30' West, a distance of 250 feet to the Southerly line of old Allen Road, thence (7) by and with the Southerly line of said old Allen Road, South 59° West, a distance of 360 feet; thence (8) continuing by and with the Southerly line of said Allen Road, South 70° West, a distance of 86 feet to the place of beginning; containing 15.70 acres of land, more or less, and being shown as Parcel 1 on a plat prepared by Moore & Shockley, Surveyors, for Wilson Tarr, dated July 28, 1959, and recorded in Liber J.W.T.S. No 495, Folio 109; EXCEPT, so much thereof as was conveyed to Addie Lee Jones by Wilson Lee Tarr and Sallie Emma Tarr, his wife, by deed dated December 9, 1965, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 630, Folio 548, and so much thereof as was conveyed unto Wicomico County, a body politic and corporate, by Wilson Lee Tarr and Sallie Emma Tarr, his wife, by deed dated March 8, 1968, and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 670, Folio 213; EXCEPTING AND RESERVING unto the said Mary Alice Campbell, her heirs and assigns, however, so much thereof described as "Section 1, Stanford Heights, Mary A. Campbell, Owner" on a plat by Harold W. Hampshire, dated February 20, 1969, and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 678, Folio 49, containing 2.5 acres.

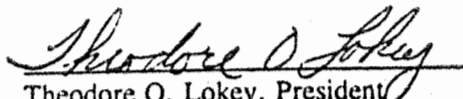
LIBER

3 PAGE 386  
PARCEL B

ALL that lot or parcel of land, situate as aforesaid, located along and binding on the Southerly side of a new Allen Road being bound on the East by land owned by M & T Builders, Inc., and on the South by land described in Parcel First, being bound on the West by land owned and reserved by Carroll Banks and being bound on the North by the new Allen Road aforesaid and more particularly described as follows: BEGINNING for the same along the Southerly line of said new Allen Road at the Northwesterly corner of land owned by M & T Builders, Inc., said point of beginning being the Northerly corner of land hereby conveyed; thence (1) by and with the Southerly line of the said new Allen Road, a distance of 41 feet to land owned and reserved by Carroll Banks, as shown on plat hereinafter referred to, thence (2) by and with the Easterly line of said reserved land and at a uniform perpendicular distance of 40 feet West of the said M & T Builders, Inc. land South 7° 30' East, a distance of 270 feet, more or less to Parcel 1 as shown on said plat and which is more particularly described in Parcel First of this deed; thence (2) by and with the Northerly line of said Parcel First, a distance of 40.5 feet, more or less, to land owned by the said M & T Builders, Inc.; thence (3) by and with the Westerly line of said M & T Builders, Inc. land, North 7° 30' West, a distance of 250 feet to the Southerly line of the new Allen Road at the point of beginning, being Parcel 2 as shown on plat hereinafter referred to by Moore & Shockley, Surveyors, for Wilson Tarr, dated July 28, 1959, and recorded in Liber J.W.T.S. No. 495, Folio 109.

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CATHEDRAL OF DELIVERANCE  
ANNEXATION CERTIFICATION

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

  
Theodore O. Lokey, President  
City Council of the City of Fruitland

February 8, 2000  
Date

LIBER 3 PAGE 388  
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  
CATHEDRAL OF DELIVERANCE ANNEXATION

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

NOTICE is hereby given by the City Council for The City of Fruitland that, on March 14, 2000, Annexation Resolution No. 1-2000 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 all that certain area of land therein identified as the "Cathedral of Deliverance Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all provisions of the Charter of the City of Fruitland and all Ordinances, Resolutions, Rules and Regulations, thereof, and in particular providing that, upon the effective date of the annexation of the area therein proposed and recommended, all property in said area shall be subject to all provisions of the Charter of the City of Fruitland and all Ordinances, Resolutions, Rules and Regulations of the City of Fruitland in effect on said date to the same extent as to all other areas within the present corporate limits, except as specified in said Resolution and hereinafter set forth.

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

**TUESDAY, JUNE 13, 2000  
AT 7:40  
IN THE FRUITLAND CITY HALL  
FRUITLAND, MARYLAND**

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

The proposed area and conditions of annexation are as follows:



LIBER 3 PAGE 389  
A. PROPOSED AREA

PARCEL ONE

ALL that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located on and binding upon the South side of The Allen Cut-off: Being the same land conveyed unto the Petitioner's predecessor, Deliverance House of Prayer of Fruitland by deed from Thomas R. Leier dated September 26, 1979, and recorded among the Land Records of Wicomico County, Maryland in Liber 928, Folio 636, and as more specifically described below:

BEGINNING for the same at a rebar with cap on the Southerly line of said Allen Cut-off; thence South 15 degrees 12 minutes 30 seconds East a distance of 321.96 feet to a rebar with cap; thence South 61 degrees 32 minutes 04 seconds West a distance of 103.78 feet to an iron pipe; thence North 37 degrees 49 minutes 49 seconds West a distance of 351.73 feet to an iron pipe on the Easterly side of Stanford Road; thence in a curve with a radius of 132.29 a length of 35.38 feet to a rebar with cap; thence in a curve with a radius of 20.00 a length of 33.11 feet to a rebar with cap on the Southerly line of The Allen Cut-off; thence a radius of 1,869.86 a length of 211.74 feet to the point of beginning being more particularly described and designated as Parcel 204 on that Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire & Andrews, Maryland Registered Land Surveyors, dated October 29, 1999.

PARCEL TWO

ALL that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located on and binding upon the Southerly side of The Allen Cut-off: Being the same land conveyed unto Petitioner, by deed from Chesapeake Forest Products Company, a body corporate of the Commonwealth of Virginia, dated March 29, 1999, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1683, Folio 232, and as more specifically described as follows: BEGINNING at a rebar with cap placed on the Southerly line of The Allen Cut-off a/k/a South Division Street, the same being the Northeast corner of Parcel One previously described above, thence South 15 degrees 12 minutes 30 seconds East a distance of 321.96 feet to a rebar with cap; thence South 61 degrees 32 minutes 04 seconds West a distance of 103.78 feet to an iron pipe; thence South 61 degrees 32 minutes 04 seconds West a distance of 424.96 feet to a concrete post; thence South 49 degrees 42 minutes 43 seconds West a distance of 43.50 feet to an iron pipe; thence South 49 degrees 41 minutes 39 seconds West a distance of 99.89 feet to a rebar with cap; thence North 40 degrees 38 minutes 52 seconds West a distance of 29.25 feet to a T-bar; thence South 49 degrees 41 minutes 31 seconds West a distance of 99.83 feet to a T-bar; thence South 40 degrees 18 minutes 29 seconds East a distance of 29.27 feet to a rebar with cap; thence South 49 degrees 41 minutes 31 seconds West a distance of 378.83 feet to

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a concrete post; thence South 10 degrees 12 minutes 20 seconds East a distance of 480.69 feet to a concrete post; thence North 72 degrees 20 minutes 1 second East a distance of 392.99 feet to a concrete post; thence North 72 degrees 2 minutes 20 seconds East a distance of 204.73 feet to a T-bar; thence North 15 degrees 54 minutes 23 seconds West a distance of 200 feet to a T-bar; thence North 72 degrees 2 minutes 20 seconds East a distance of 337.50 feet to a rebar with cap in the existing corporate limit line of the City of Fruitland; thence by and with the existing corporate limit line of the City of Fruitland North 15 degrees 54 minutes 23 seconds West a distance of 28.04 feet to a re-bar with cap in the existing corporate limit line of the City of Fruitland; thence continuing with said existing corporate limit line North 73 degrees 19 minutes 10 seconds East a distance of 101.00 feet to a iron pipe; thence continuing along with the existing corporate limit lines North 17 degrees 00 minutes 55 seconds West a distance of 197.50 feet to a rebar with cap; thence North 73 degrees 9 minutes 57 seconds East a distance of 134.27 feet to a rebar with cap; thence North 12 degrees 24 minutes 32 seconds West a distance of 116 feet to a rebar with cap; thence North 14 degrees 11 minutes 40 seconds West a distance of 72.94 feet to a rebar with cap; thence North 18 degrees 3 minutes 35 seconds West a distance of 146.46 feet to a iron pipe; thence North 15 degrees 16 minutes 00 seconds West a distance of 173.80 feet to a rebar with cap; thence North 15 degrees 12 minutes 30 seconds West a distance of 193.27 feet to a point on the Southern edge of The Allen Cut-off, also known as South Division Street, the same being on the existing corporate limit line for the City of Fruitland, and being the Northwest corner of lands of the Petitioner already within the City; thence by and with the said Southern edge of The Allen Cut-off, also known as South Division Street, to the point of beginning, the same being along a curve with radius of 1,869.86 a distance of 40.9 feet, the same being set forth on that Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire & Andrews, Maryland Registered Land Surveyors, dated October 29, 1999, as Parcel 179, containing 14.79 acres of land more or less.

#### B. SERVICES AND TAXES

1. As a condition of the aforesaid annexation, the Petitioner shall pay all advertising costs, property survey, attorney's fees, and all other related and miscellaneous costs in regard to said annexation.

2. 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 the payment to the City by Petitioner of all required fees, and charges and the completion of the construction necessary to so serve the property. Sanitary sewer service is not currently available but will be extended pursuant to the present Citizen's Advisory Report adopted by this Council in 1999 and made fully available as capacity and City's Court Order with MDE make it possible.

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3. The cost of the improvements, specifically the extension of the City water lines to and throughout the property of the Petitioner, and the extension of the sanitary sewer lines in the same manner and the appurtenant and related expenses thereto, will be paid for by Petitioner.

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

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

Notice is further hereby given by the City Council of the City of Fruitland that, following the aforesaid 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 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  
Theodore O. Lokey  
President of The City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:  
5/7/00; 5/14/00; 5/21/00 and 5/28/00  
Bill the City of Fruitland directly at:  
P.O. Box Drawer F  
Fruitland, Maryland 21826

ACM, Jr./bvh  
Fruitland/11-155 Cath. of Del. - Annexation Notice

LIBER 3 PAGE 392  
ANNEXATION RESOLUTION NO. 1-2000

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 Southwesterly Corporate Limits of the City of Fruitland, popularly known as the "Cathedral of Deliverance Annexation" bounded on the North by the Allen Cut-Off, on the West by Stanford Road, the lands of Nelda E. B. Chestnutt, Tony L. Johnson, Lots 1-6 of Stanford Heights - Section One and by the lands of Arthur G. Gordon; and bounded on the South by the lands of Fay Webster, Donald D. Cox and James E. Sipe, and on the East by the lands of Fay Webster, and by the Corporate Limits of the City of Fruitland.

WHEREAS, The City of Fruitland has received a petition for annexation, signed by at least twenty-five percent (25%) of the persons who are resident registered voters in the area sought to be annexed, (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 Southwesterly corporate limits of the City of Fruitland and popularly known as the "Cathedral of Deliverance Annexation" for identification; and

WHEREAS, the City of Fruitland has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, residing with the area sought to be annexed, 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 8<sup>th</sup> day of February, 2000, as will more particularly appear by the certification of Theodore O. Lokey, President of the City Council, attached hereto; and

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND that it is hereby proposed and recommended

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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 Southwesterly corporate limits of the City of Fruitland and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions as set forth in an Annexation Agreement to be attached hereto and made a part hereof upon final agreement and passage.

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 9<sup>th</sup> day of May, 2000, 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.

LIBER 3 PAGE 394

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Fruitland held on the 14<sup>th</sup> day of March, 2000, 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 13<sup>th</sup> day of June, 2000.

## ATTEST:

Richard M. Politti, Jr. /S/

Theodore O. Lokey /S/  
Theodore O. Lokey, Council President

Clara J. Ortiz /S/

Lester M. Williams /S/

J. A. Davis /S/

John D. Clahesse, /S/  
Council Members

LIBER

3 PAGE 395

IN THE MATTER OF THE

\* BEFORE THE CITY COUNCIL

PETITION FOR ANNEXATION BY

\* OF THE CITY OF FRUITLAND

CATHEDRAL OF DELIVERANCE.

\* WICOMICO COUNTY, MARYLAND

INC.

\*

\* \* \* \* \*

EXHIBIT A

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 South side of that road leading from Allen Road to Fruitland, at Camden Avenue Extended, known as The Allen Cut-off and as more particularly described in two parcels as follows:

PARCEL ONE

ALL that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located on and binding upon the South side of The Allen Cut-off: Being the same land conveyed unto the Petitioner's predecessor, Deliverance House of Prayer of Fruitland by deed from Thomas R. Leier dated September 26, 1979, and recorded among the Land Records of Wicomico County, Maryland in Liber 928, Folio 636, and as more specifically described below:

BEGINNING for the same at a rebar with cap on the Southerly line of said Allen Cut-off; thence South 15 degrees 12 minutes 30 seconds East a distance of 321.96 feet to a rebar with cap; thence South 61 degrees 32 minutes 04 seconds West a distance of 103.78 feet to an iron pipe; thence North 37 degrees 49 minutes 49 seconds West a distance of 351.73 feet to an iron pipe on the Easterly side of Stanford Road; thence a radius of 132.29 a length of 35.38 feet to a rebar with cap; thence a radius of 20.00 a length of 33.11 feet to a rebar set on the Southerly line of The Allen Cut-off; thence a radius of 1,869.86 a length of 211.74 feet to the point of beginning being more particularly described and designated as Parcel 204 on that Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire & Andrews, Maryland Registered Land Surveyors, dated October 29, 1999.

PARCEL TWO

ALL that tract or parcel of land situate, lying and being in the Fruitland Election District, Wicomico County, State of Maryland, and being located on and binding upon the Southerly side of The Allen Cut-off: Being the same land conveyed unto Petitioner, by deed from Chesapeake Forest Products Company, a body corporate of the Commonwealth of Virginia, dated March 29, 1999, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1683, Folio 232, and as more specifically

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described as follows: BEGINNING at a rebar with cap placed on the Southerly line of The Allen Cut-off a/k/a South Division Street, the same being the Northeast corner of Parcel One previously described above, thence South 15 degrees 12 minutes 30 seconds East a distance of 321.96 feet to a rebar with cap; thence South 61 degrees 32 minutes 04 seconds West a distance of 103.78 feet to an iron pipe; thence South 61 degrees 32 minutes 04 seconds West a distance of 424.96 feet to a concrete post; thence South 49 degrees 42 minutes 43 seconds West a distance of 43.50 feet to an iron pipe; thence South 49 degrees 41 minutes 39 seconds West a distance of 99.89 feet to a rebar with cap; thence North 40 degrees 38 minutes 52 seconds West a distance of 29.25 feet to a T-bar; thence South 49 degrees 41 minutes 31 seconds West a distance of 99.83 feet to a T-bar; thence South 40 degrees 18 minutes 29 seconds East a distance of 29.27 feet to a rebar with cap; thence South 49 degrees 41 minutes 31 seconds West a distance of 378.83 feet to a concrete post; thence South 10 degrees 12 minutes 20 seconds East a distance of 480.69 feet to a concrete post; thence North 72 degrees 20 minutes 1 second East a distance of 392.99 feet to a concrete post; thence North 72 degrees 2 minutes 20 seconds East a distance of 204.73 feet to a T-bar; thence North 15 degrees 54 minutes 23 seconds West a distance of 200 feet to a T-bar; thence North 72 degrees 2 minutes 20 seconds East a distance of 337.50 feet to a rebar with cap in the existing corporate limit line of the City of Fruitland; thence by and with the existing corporate limit line of the City of Fruitland North 15 degrees 54 minutes 23 seconds West a distance of 28.04 feet to a re-bar with cap in the existing corporate limit lines of the City of Fruitland; thence continuing with said existing corporate limit line North 73 degrees 19 minutes 10 seconds East a distance of 101.00 feet to a iron pipe; thence continuing along with the existing corporate limit lines North 17 degrees 00 minutes 55 seconds West a distance of 197.50 feet to a rebar with cap; thence North 73 degrees 9 minutes 57 seconds East a distance of 134.27 feet to a rebar with cap; thence North 12 degrees 24 minutes 32 seconds West a distance of 116 feet to a rebar with cap; thence North 14 degrees 11 minutes 40 seconds West a distance of 72.94 feet to a rebar with cap; thence North 18 degrees 3 minutes 35 seconds West a distance of 146.46 feet to a iron pipe; thence North 15 degrees 16 minutes 00 seconds West a distance of 173.80 feet to a rebar with cap; thence North 15 degrees 12 minutes 30 seconds West a distance of 193.27 feet to a point on the Southern edge of The Allen Cut-off, also known as South Division Street, the same being on the existing corporate limit lines for the City of Fruitland, and being the Northwest corner of lands of the Petitioner already within the City; thence by and with the said Southern edge of The Allen Cut-off, also known as South Division Street, to the point of beginning, the same being along a curve with radius of 1,869.86 a distance of 40.9 feet, the same set forth on that Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire & Andrews, Maryland Registered Land Surveyors, dated October 29, 1999, as Parcel 179, containing 14.79 acres of land more or less.



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ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 8<sup>th</sup> day of May 2000,  
by and between CATHEDRAL OF DELIVERANCE, INC., hereinafter referred to as  
"Petitioner", and the CITY OF FRUITLAND, a body politic and corporate of the State of  
Maryland, hereinafter referred to as "City",

**WITNESSETH:**

WHEREAS, Petitioner is the owner of three (3) tracts or parcels 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, Petitioner has petitioned the City to annex those portions of the tracts or  
parcels of land, which are not currently within the City, into the City limits of the City of  
Fruitland, the parcels of said property being more particularly described in Exhibit A, attached  
hereto and made a part hereof; and;

WHEREAS, when the said Petition was introduced and accepted at the regularly  
scheduled meeting of the City Council of the City of Fruitland on February 8, 2000, the Council  
expressed a desire to consider the annexation; and

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 Petitioner 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 Petitioner shall pay all advertising costs, property survey costs, attorney's fees and all other related and miscellaneous costs in regard to said annexation. All legal work shall be done by the City Solicitor at the Petitioner's expense.

3. As used herein the term *Property* shall mean that property which is owned by the Petitioner.

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

5. The cost of the improvements, specifically the extension of the City water line to and throughout the property of the Petitioner, and the extension of the sanitary sewer line in the same manner and the appurtenant and related expenses thereto, will be paid for by Petitioner.

6. It is understood and agreed by the parties hereto that Petitioner 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 Petitioner that the City does not in any way guarantee said annexation. Furthermore, Petitioner understands and agrees that should it abandon said Petition for Annexation, it 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 other miscellaneous charges related to said annexation

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

7. It is agreed and understood by Petitioner that the subject property will be required to use any and all City systems available upon annexation and at the time of development, construction and thereafter. Petitioner 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. Petitioner 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 Petitioner upon finalization and completion of the annexation process.

9. Petitioner shall, however, be charged all ordinary and standard user fees including, but not limited to water, sewer, front foot assessments for water and sewer, tap fees, garbage, impact fees and building permits. The front footage assessment shall be determined and computed in the ordinary manner. In the event that water and/or sewer lines and service are made available along the Allen Cut-off, the front food assessment shall be computed in the normal manner then in use.

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 10. This Agreement shall be binding upon the 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 Parcel One will be zoned R1-C General Residential District and Parcel Two will be zoned W-1 Conservation District.

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

13. 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 February 8, 2000, and the parties hereto agree, ratify and acknowledge that there have been expenses incurred by the City of Fruitland in the preparation for 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.

14. 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.

15. 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 2<sup>nd</sup> day  
 of May, 2000.