

LIBER 3 PAGE 401

ATTEST:

CATHEDRAL OF DELIVERANCE, INC.

Joyce E. Crouch

By: Rev. Gloria Ortiz (SEAL)
Rev. Gloria Ortiz, President

Joyce E. Crouch

Juan Ortiz (SEAL)
Juan Ortiz, Secretary

ATTEST:

CITY COUNCIL OF
THE CITY OF FRUITLAND

Richard M. Pollitt, Jr.
Richard M. Pollitt, Jr., Clerk

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

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of May, 2000, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Reverend Gloria Ortiz, known to me (or satisfactorily proven) who made oath in due form of law that she is the President of the Cathedral of Deliverance, Inc., and that she has signed the within document in her capacity as such President and is so authorized to do.

AS WITNESS my hand and Notarial Seal

Williamae Smaw
Notary Public

Williamae Smaw, Notary Public
My Commission Expires June 1, 2003

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of May, 2000, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Juan Ortiz, known to me (or satisfactorily proven) who made oath in due form of law that he is the

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Secretary of the Cathedral of Deliverance, Inc., and that he has signed the within document in his capacity as such Secretary and is so authorized to do.

Williamae Snow

Williamae Snow, Notary Public
Wicomico County
State of Maryland

My Commission Expires:

My Commission Expires June 1, 2003

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of MAY, 2000, 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) and acknowledged himself to be the President of the City Council of the City of Fruitland, a body politic and corporate of the State of Maryland, and that as such President being authorized so to do, executed the foregoing for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Theodore O. Lokey
Notary Public

My Commission Expires:

3/1/03

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ADDENDUM TO ANNEXATION AGREEMENT
OF MAY 8, 2000

WHEREAS, Petitioners, Cathedral of Deliverance, Inc., and the City of Fruitland, have previously executed an Annexation Agreement dated May 8, 2000; and

WHEREAS, upon consideration and deliberation, the Salisbury-Wicomico County Planning and Zoning Commission advised that it would not favor zoning any portion of the property to be annexed as W-1 Conservation District; and

WHEREAS, upon being so informed counsel, with the prior advice and consent of Petitioners agreed to change its request from zoning of Parcel 2 as W-1 Conservation to zoning both parcels R1-C General Residential, which said amendment was accepted by the aforesaid Planning Commission which, thereafter, voted in favor of the zoning requested; and

WHEREAS, the Annexation Agreement previously referenced states in paragraph 11 that parcel 2 will be zoned W-1 Conservation District, which is not now correct.

NOW, THEREFORE, in consideration of mutual covenants hereby given from one party to another and further good and valuable consideration, is hereby agreed that paragraph 11 of the afore-referenced Annexation Agreement should be and the same is hereby amended to read as follows:

"11. Upon annexation both parcel 1 and parcel 2 will be zoned R1-C General Residential District."

IN WITNESS WHEREOF we hereby sign our names and seals this 12th day of July, 2000.

ATTEST:

CATHEDRAL OF DELIVERANCE, INC.

Velvet L Weeks
Velvet L. Weeks
Notary Public


Velvet L Weeks
Velvet L. Weeks
Notary Public

By: Gloria Ortiz (SEAL)
Rev. Gloria Ortiz, President

Juan Ortiz (SEAL)
Juan Ortiz, Secretary

ATTEST: LIBER 3 PAGE 404
CITY COUNCIL OF
THE CITY OF FRUITLAND

Richard M. Pollitt, Jr.
Richard M. Pollitt, Jr., Clerk
By: Theodore O. Lokey (SEAL)
Theodore O. Lokey, President

STATE OF MARYLAND, Wicomico COUNTY, TO WIT: 

I HEREBY CERTIFY, that on this 12th day of July, 2000, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Reverend Gloria Ortiz, known to me (or satisfactorily proven) who made oath in due form of law that she is the President of the Cathedral of Deliverance, Inc., and that she has signed the within document in her capacity as such President and is so authorized to do.

AS WITNESS my hand and Notarial Seal.

Velvet L. Weeks
Notary Public

My Commission Expires: January 10, 2003



STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of July, 2000, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Juan Ortiz, known to me (or satisfactorily proven) who made oath in due form of law that he is the Secretary of the Cathedral of Deliverance, Inc., and that he has signed the within document in his capacity as such Secretary and is so authorized to do.

Velvet L. Weeks
Notary Public

My Commission Expires: January 10, 2003

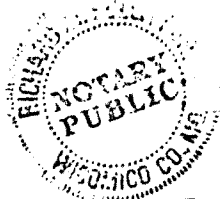


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STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ^{13th}~~27th~~ day of July, 2000, 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) and acknowledged himself to be the President of the City Council of the City of Fruitland, a body politic and corporate of the State of Maryland, and that as such President being authorized so to do, executed the foregoing for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Richard W. Weeks
Velvet L. Weeks

Notary Public

My Commission Expires: January 10, 2003
3/01/03

LIBER ~~CERTIFICATE~~ ^{3 PAGE} 406

OF

CORPORATE RESOLUTION

I, Juan Ortiz, the undersigned, Secretary of Cathedral of Deliverance, Inc., a Maryland corporation, do hereby certify that (a) at a meeting of the Board of the said Corporation duly and regularly called and held on the 23rd day of January, 2000, a quorum being at all times present, the following resolution was unanimously adopted and recorded in the minute book of said Corporation, kept by me, (b) such resolution is in accord with and pursuant to the Articles of Incorporations and By-Laws of said corporation, and (c) such resolutions are now in full force and effect and have not been revoked or amended in any manner:

"WHEREAS, Cathedral of Deliverance, Inc., currently owns four parcels of property, one on the Easterly side of Camden Avenue, and the other three on the Westerly side of Camden Avenue and the Southerly side of the Allen Cut-Off Road, the latter three being contiguous to one another; and

"WHEREAS, the Cathedral of Deliverance, Inc., is desirous of bringing into the City of Fruitland those properties which it owns which are not currently within the City; and

"WHEREAS, preliminary discussions with the City of Fruitland have led the Board of Directors to believe and understand that a Petition for Annexation will be looked favorably upon by the City of Fruitland; and

"WHEREAS, in order to confirm the consent of the Board of Cathedral of Deliverance, Inc. to said Petition for Annexation, and to authorize its President and Secretary to enter into an Annexation Agreement with the said City, if and when the same is presented, and to approve acts done prior hereto in furtherance of the said annexation, the Board does hereby resolve as follows:

"NOW, THEREFORE, BE IT RESOLVED, that Cathedral of Deliverance, Inc., be and hereby is authorized to Petition the City of Fruitland, Maryland, a Municipal Corporation, with the Annexation into said City of those properties shown and designated on that certain Plat entitled "Boundary Survey & Annexation Plat" made by Hampshire, Hampshire &

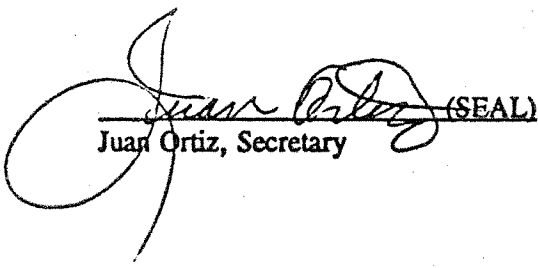
LIBER

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Andrews, Maryland Registered Land Surveyors, dated October 29, 1999, and designated thereon as Parcel 204, containing 1.45 acres, more or less, and Parcel 179, containing 14.79 acres, more or less, and FURTHER, to enter into an Annexation Agreement with the City setting forth the property to be annexed, the zoning to be established upon annexation, the cost of the same, any contingencies placed upon the annexation by the City or the Church, and such other customary and necessary features of said Agreement.

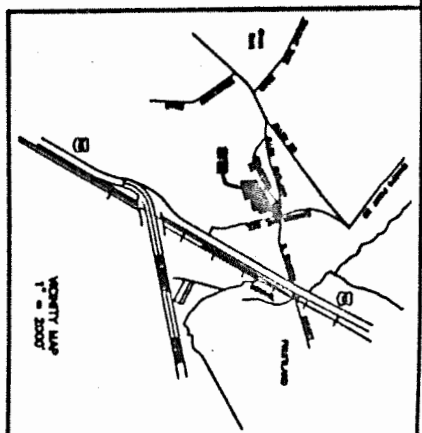
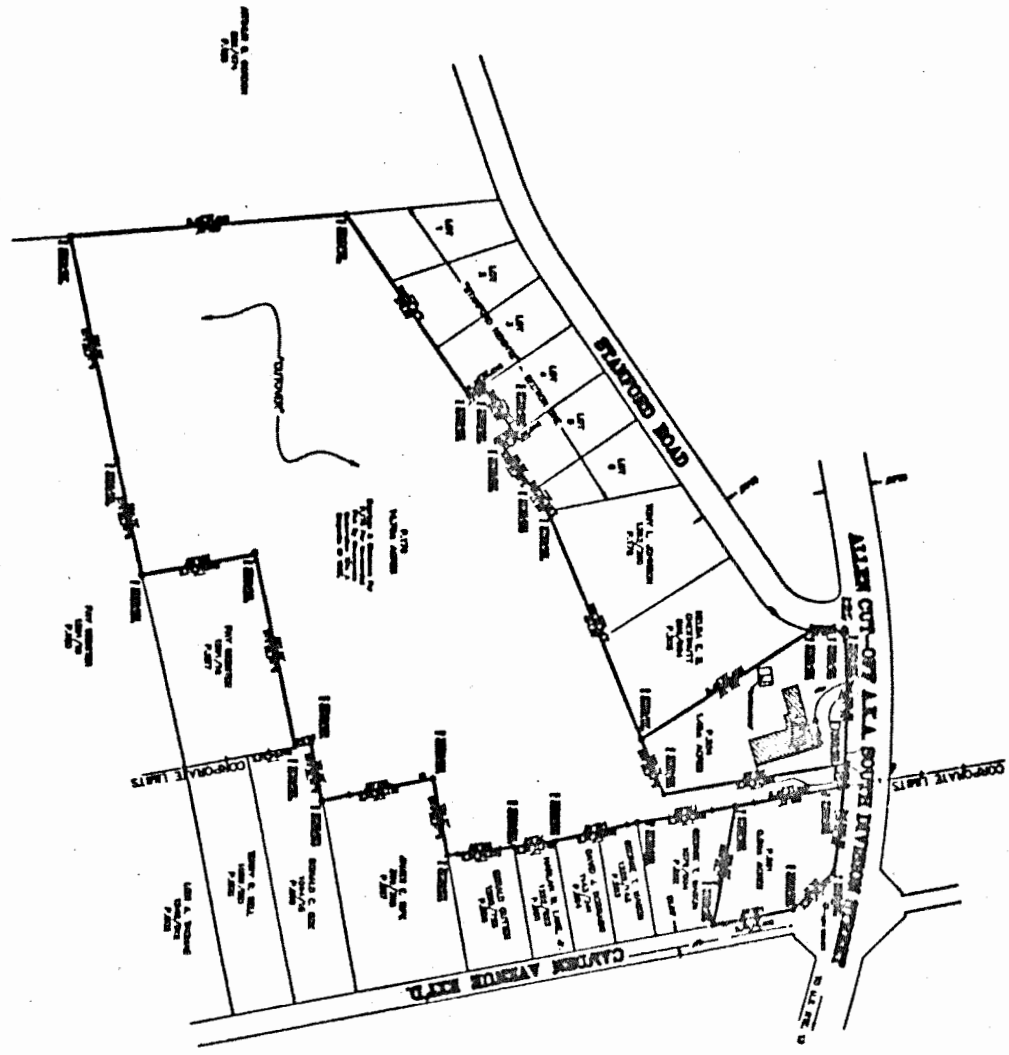
I FURTHER CERTIFY that I have examined the appropriate records of the Corporation and know by virtue thereof and of my own knowledge that the aforesaid Resolution was duly passed by the Board for the Cathedral of Deliverance, Inc. by a vote of 4 in favor and 0 opposed with 0 Board Members absent and that said Resolution remains in full force and effect and has not been overruled, revoked, or altered.

IN WITNESS WHEREOF, I have hereunto subscribed my name and the seal of the Corporation this 8th day of February, 2000.

 (SEAL)
Juan Ortiz, Secretary



THE STATE OF MARYLAND
COUNTY OF WICOMICO
I, _____, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County.



DATE	10/22/1999
BY	W. J. HARRIS
FOR	ALLEN CUT-OFF & CAMDEN AVENUE
SCALE	1" = 100'
SHEET NO.	1 OF 1

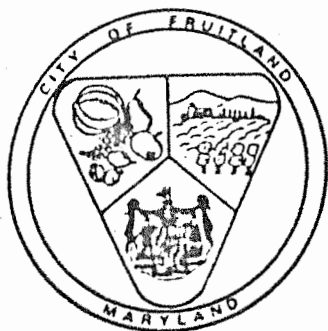
BOUNDARY SURVEY & ANNEXATION PLAT

HAMPSHIRE, HAMPSHIRE & ANDREWS
MAYLAND REGISTERED LAND SURVEYORS
300 NORTH DORSET STREET
BALTIMORE, MARYLAND 21201
PHONE: (410) 524-1100
FAX: (410) 524-1101
WWW.HAMPSHIREANDREWS.COM

CATHEDRAL OF DELIVERANCE, INC.
ALLEN CUT-OFF & CAMDEN AVENUE
PRYLAND ELECTION DISTRICT
WICOMICO COUNTY, MD.
5707 W. PRYLAND
SCALE: 1" = 100'
DATE: 10/22/1999

Received for Record *Feb 28, 2001* and recorded in the
Records of Wicomico County, Maryland in Liber *M.S.P. 381-408*
No. *3* Folios *381-408*
Mark S. Bower Clerk

see Mitchell & Harris



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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: Hanna/Tilghman - East Cedar Lane
 Annexation
 AR 1-97

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 "Hanna/Tilghman - East Cedar Lane Annexation" the following documents:

1. Amended Petition for Annexation with attached Exhibit A Amended and attached Certification Amended;
2. Notice of Annexation;
3. Annexation Resolution No. 1-97 to which is attached Exhibit A Amended and Exhibit B, the later being the Annexation Agreement dated December 1, 1997; and
4. The plat entitled "Corrected Hannah/Cedar Lane Annexation Plat Parcel 'A'", made by Freeland & Associates, Inc., Surveyors, dated September 23, 1999.
5. Copy of a letter from the undersigned to Erin Dougherty, Legislative Counsel.

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A copy of the Resolution, corrected 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.

Please note that we filed with Legislative Reference in July of 1999, but apparently did not file with your office. Therefore, you did not receive a copy of the erroneous plat referred to in the enclosed letter.

Very truly yours,



Andrew C. Mitchell, Jr.
City Solicitor

ACM, Jr./slc
Enclosures

CC: Maryland State Department of Assessments and Taxation w/enclosures
My Documents Fruitland\Cedar Lane - Hanna Annexation - Bowen Ltr.

LIBER 3 PAGE 411
 IN THE MATTER OF THE BEFORE THE CITY COUNCIL
 PETITION FOR ANNEXATION BY * OF THE CITY OF FRUITLAND
 HENRY H. HANNA III, DARA * WICOMICO COUNTY, MARYLAND
 L. HANNA and MERRILL W. *
 TILGHMAN, JR. *

* * * * *

AMENDED PETITION FOR ANNEXATION

The Petitioners, Henry H. Hanna III, Dara L. Hanna, and Merrill W. Tilghman, Jr., owners in fee simple of the property described in Parcel A of Exhibit "A" attached hereto, and there being no residents in the area to be annexed, who hereby petition the City Council of The City of Fruitland for the annexation of a parcel of land hereafter described in Exhibit A attached hereto and incorporated as a part hereof. This Petition is an Amendment to the Petition of Henry H. Hanna III and Dara L. Hanna received by the Fruitland City Council on July 8, 1997, necessary by reason of Merrill W. Tilghman, Jr. having acquired an interest in said property.

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

Dara L. Hanna (SEAL)
 Dara L. Hanna

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

Received this 1st day of ^{December} ~~November~~, 1997, by

CITY COUNCIL OF THE CITY OF FRUITLAND

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

LIBER	3 PAGE	412
IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION BY	*	OF THE CITY OF FRUITLAND
HENRY H. HANNA III, DARA	*	WICOMICO COUNTY, MARYLAND
L. HANNA AND MERRILL W.	*	
TILGHMAN, JR.	*	

* * * * *

EXHIBIT A
AMENDED

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

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

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

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

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

LIBER ^{3 PAGE} HANNA ANNEXATION ⁴¹⁴
CERTIFICATION
AMENDED

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

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

December 1, 1997
Date

LIBER 3 PAGE 415
ANDREW C. MITCHELL, JR.
ATTORNEY FOR THE CITY OF FRUITLAND
107 NORTH BAPTIST STREET
SALISBURY, MD 21801

NOTICE OF ANNEXATION
TO THE CITY OF FRUITLAND
HANNA ANNEXATION

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

NOTICE is hereby given by The City Council for The City of Fruitland that, on July 8, 1997, Annexation Resolution No. 1-97 was introduced and read at a regular meeting of the City Council of The City of Fruitland proposing and recommending that the boundaries of The City of Fruitland be changed so as to annex to and include within the boundaries of The City of Fruitland all that certain area of land therein identified as the "Hanna Annexation" area hereinafter more fully described, together with the persons residing therein and their property, generally subject to all Ordinances, Resolutions, Rules and Regulations thereof, and in particular providing that, upon the effective date of the annexation of the area therein proposed and recommended, all property in said area shall be subject to all provisions of the rules and Regulations of The City of Fruitland in effect on said date to the same extent as to all other areas within the present corporate limits, except as specified in said Resolution and hereinafter set forth.

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

TUESDAY, DECEMBER 30, 1997
at 7:00 p.m.
IN THE FRUITLAND CITY HALL
FRUITLAND, MARYLAND

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

The proposed area and conditions of annexation are as follows:

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

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

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

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

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

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

SERVICES AND TAXES

1. All costs shall be borne by Petitioners, except those extra costs incurred in surveying Parcel B and amending the documents to add it.
2. Petitioners, shall operate said property in keeping with the City zoning which shall be C-7, Business and Technology Park District.
3. Water and Sanitary Sewer services (subject to any consent order with MDE or EPA) will be made available to Petitioners' property line upon annexation, subject to compliance with the conditions hereof and of the Resolution of Annexation.
4. The City does not in any way guarantee said annexation. Should Petitioners abandon said Petition for Annexation, they shall nevertheless be responsible for all costs, expenses, and miscellaneous charges, incurred by the City including, but not limited to, attorney's fees, advertising costs, and any and all other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioners and a reasonable time thereafter as needed to terminate and close out the matter.
5. Subject property will be required to use any and all City water and sewer systems available at the time of annexation and thereafter as provided herein. Petitioners will be responsible for Petitioner's property as well as for all public works within the area including, water and sewer lines, pump stations, if necessary, storm water management facilities, curb and gutter and street paving, and lighting.
6. City will waive 100% of its business, personal property and real estate taxes on each lot within the subdivision for a period of five (5) years from the time the lot is sold or occupied, and thereafter will waive 80% of those taxes in the sixth year, 60% in the seventh year, 40% in the eighth year, 20% in the ninth year and 0% in the tenth year. Lots which

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

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

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

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

City of Fruitland
Valerie J. Mann
President of the City Council

Daily Times PLEASE RUN ON THE FOLLOWING FOUR DAYS:

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

Bill The City of Fruitland directly at:

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

LIBER 3 PAGE 419
ANNEXATION RESOLUTION NO. 1-97

A RESOLUTION of the City Council of the City of Fruitland proposing the annexation to the City of Fruitland of a certain area of land situated contiguous to and binding upon the Northeasterly Corporate Limits of the City of Fruitland, popularly known as the "Cedar Lane/Hanna Annexation" bounded on the Northeast by Tony Tank Creek, on the East by the lands of the Perdue Estate, on the South by lands of Masten Lumber Supply and binding upon Cedar Lane; and bounded on the West by the Corporate Limits of the City of Fruitland; and including the lands owned by Consolidated Rail Corporation and a portion of U. S. Route 13.

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

WHEREAS, The City of Fruitland has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, there being none, and property owners of at least twenty-five (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 8th day of July 1997, as will more particularly appear by the certification of Valerie J. Mann, President of the City Council, attached hereto; and

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

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

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

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

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

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

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particularly described in Exhibit "A" Amended attached hereto and made a part hereof.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that The City Council of The City of Fruitland hold a public hearing on the annexation hereby proposed on Tuesday, the 30th day of December, 1997, in the City Hall upon a public notice of the time and place of said hearing being published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in The City of Fruitland, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Council of The City of Fruitland will hold a public hearing on the Resolution.

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

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

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

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ATTEST:

Richard M. Polting

Theodore S. Loken

Howard L. Quillen

Re. M. Lewis

Glenn R. Steg

Valerie J. Stone

LIBER	3 PAGE	423
IN THE MATTER OF THE	*	BEFORE THE CITY COUNCIL
PETITION FOR ANNEXATION BY	*	OF THE CITY OF FRUITLAND
HENRY H. HANNA III, DARA	*	WICOMICO COUNTY, MARYLAND
L. HANNA AND MERRILL W.	*	
TILGHMAN, JR.	*	

* * * * *

EXHIBIT A
AMENDED

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

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

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

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

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

EXHIBIT
13

~~LIBER~~ ³ PAGE ⁴²⁵
ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 1st day of ^{December} ~~November~~ 1997, by and between HENRY H. HANNA III, DARA L. HANNA, and MERRILL W. TILGHMAN, JR. hereinafter referred to as "Petitioners", and the CITY OF FRUITLAND, a body politic and corporate of the State of Maryland, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, Petitioners are the owners of a tract or parcel of land situated and lying in the Fruitland Election District of Wicomico County, Maryland, a portion of which is in the City and a portion of which is not; and

WHEREAS, Petitioners have petitioned the City to annex the portion of that tract or parcel of land, which is not currently within the City, into the City limits of the City of Fruitland, the parcel of said property being more particularly described as follows, to wit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. It is understood and agreed by the parties hereto that Petitioners shall be responsible for said annexation costs actually incurred, as set out in Paragraph 2, whether or not said

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

7. It is agreed and understood by Petitioners that the subject property will be required to use any and all City systems available at the time of development, construction and thereafter. Petitioners will be responsible for sewer laterals and water taps needed to serve Petitioner's property, PROVIDED HOWEVER, that it is understood that the use of the sanitary sewer will be extended only as permitted by the Citizens Advisory Report previously adopted by the City Council with the force of an Ordinance and as allocation of capacity is available pursuant to City's Consent Order with MDE, EPA or such other Agency or Authority as may have jurisdiction over same, as such Order may be amended from time to time.

8. Petitioners shall pay or reimburse City for costs and expenses incurred pursuant to the terms of Paragraph Number 2 in regard to said annexation within thirty (30) days of the receipt of a statement or bill for the same from the City. Such a statement or bill, along with copies of the paid invoices shall be returned to the Petitioners upon finalization and completion of the annexation process.

9. In recognition of the fact that the Petitioners will be required to expend monies to develop the Business Park referenced in Paragraph Number 3 above, and will be required to expend funds as referenced in Paragraphs Number 2, 6 and 8 above, and elsewhere herein, and

further acknowledging the desire of the City to bring the parcel to be annexed within the City limits, and as an inducement to the Petitioners to seek annexation, the City hereby agrees that it will waive the City's portion of those taxes assessed for the years and or portions of those taxes as set out below as set forth herein:

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we hereby sign our names and seals this 1st day ^{December} of ~~November~~, 1997.

WITNESSES:

Dana K. Hanulak

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

Dana K. Hanulak

Dara L. Hanna (SEAL)
Dara L. Hanna

Dana K. Hanulak

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

CITY COUNCIL OF
THE CITY OF FRUITLAND

Valerie J. Mann

BY:

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

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STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: August 1, 2000

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: August 1, 2000

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

Peter D. Evans
Notary Public PETER D. EVANS

My Commission Expires: August 1, 2000

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STATE OF MARYLAND, WICAMICO COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.



Richard M. Pollett
Notary Public

My Commission Expires: 4/6/99

Wicamp Fruitland 00011-147Hanna Annex Agreement

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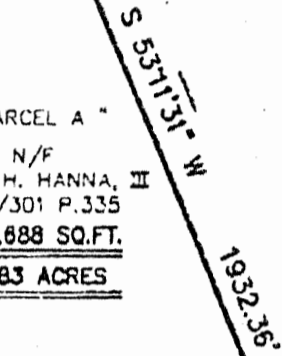
TONYTANK POND



NORFOLK AND SOUTHERN RAILWAY
 N 39°59'13" E 1599.00'
FRUITLAND BOULEVARD (HWY. # 13 BUSINESS)
 (ASPHALT IN GOOD CONDITION)
 (VARIABLE WIDTH R/W. AS SCALED FROM MD. D.O.T. PLAT NO. 12079)

"PARCEL A"
 N/F
 HENRY H. HANNA, III
 1091/301 P.335
1,227,688 SQ.FT.
28.183 ACRES

N/F PERDUE ET. ALI.



N 53°12'03" E 305.57'

N 11°07'36" W 101.74'

EXISTING REGENER CEDAR L

CEDAR LANE (STATE RTE. 513)

N/F
 MASTEN REALTY, INC.
 977/508 P.366

99.76'

159.33'

15.48'

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LINE TABLE

LINE	LENGTH	BEARING
L1	150.72'	S 23°04'50" E
L2	91.42'	S 01°50'50" W
L3	85.00'	S 44°03'51" E
L4	67.41'	S 08°52'32" E
L5	92.34'	S 20°57'18" W
L6	85.04'	S 43°37'23" W
L7	83.26'	S 19°34'13" E
L8	115.86'	S 74°18'03" E
L9	67.11'	S 47°19'24" E
L10	58.18'	S 74°42'26" E
L11	122.35'	S 41°16'51" E
L12	76.91'	S 33°46'57" E
L13	109.27'	S 54°16'21" E



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

NOTE:
PORTION OF PROPERTY BOUNDING 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 WICOMICO COUNTY CODE
ENTITLED "FLOOD PLAIN MANAGEMENT".

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1502.22'	279.19'	140.00'	278.79'	N 63°30'17" E	10°38'55"

INCORPORATE LIMIT ESTABLISHED BY
FOLLOWING THE ORIGINAL CENTERLINE OF



<p><i>Del Mitchell & Hopper</i></p>	<p>STATE OF MARYLAND WICOMICO COUNTY</p>	<p>FREELAND & ASSOCIATES, INC. ENGINEERS & LAND SURVEYORS 323 WEST STONE AVENUE GREENVILLE, S.C., 29609 (864) 271-4924 FAX (864) 233-0315</p>
	<p>CORRECTED HANNAH / CEDAR LANE ANNEXATION PLAT PARCEL "A"</p>	<p>REF. PLAT BOOK SEE NOTE REF. DEED BOOK TAX MAP PARTY CHIEF MVA DRAWN CF DATE 8-21-99 DIMENSIONS 40497-LE</p>
<p>PLS. NO. CURTIS WAYNE SWANER 819</p>		

Received for Record *Feb 28, 2001* and recorded in the
Records of Wicomico County, Maryland in Liber *MSB 178*
No. *3* Folios *409-436*
Mark S. Bowen Clerk

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RESOLUTION NO. 2000 - 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 of the Town of Delmar located on the Southerly side of and including portions of Foskey Lane and Second Street, to be known as the "Ryan 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 "Ryan 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 January 10, 2000, 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 Southerly side of Foskey Lane, and including portions of Second Street, and being more particularly described on Exhibit "A" attached hereto and made a part hereto.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on April, 10, 2000, at 8:00 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of the Town of Delmar will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that this resolution shall take effect upon the expiration of

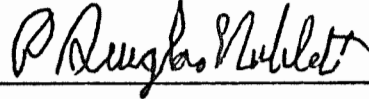
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forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 10th of JANUARY 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 this 10th day of April, 2000.



Roberta Glenn, Town Manager



P. Douglas Niblett, Mayor



John A. Davis, P.E.
Gerald G. Friedel, P.E.
Michael R. Wigley, AIA
Hans M. Mealarz, P.E.
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS

LEGAL DESCRIPTION

PROPOSED ANNEXATION

of the lands of JOSEPH M. RYAN, THOMAS H. RUARK, INC.,

a portion of an UNNAMED 30' RIGHT-OF-WAY and a portion of FOSKEY LANE to

THE TOWN OF DELMAR, MARYLAND

December 21, 1999

BEING all that certain lot or parcel of land, lying and being situated on and southerly of Foskey Lane, located in Delmar Election District, Wicomico County, Maryland; hereinafter described by metes and bounds.

BEGINNING at a point formed by the intersection of the northerly right-of-way line of Foskey Lane, 30 feet wide, with the easterly right-of-way line of Second Street, 30 feet wide; said point of beginning being coordinated on the Maryland Grid System (NAD 83) as North 287,136.42, East 1,720,172.56, thence running,

1) in the datum of said Maryland Grid North, leaving said easterly right-of-way line of Second Street and running by and with the northerly right-of-way line of Foskey Lane, North 85 degrees 43 minutes 09 seconds East 368.39 feet to a point, thence running,

2) leaving said right-of-way line of Foskey Lane, running across said Foskey Lane and continuing, by and with the easterly right-of-way line of an unnamed 30' right-of-way as shown on subdivision plat entitled "Plat and Division, W.L. Sirmans Dormans Farm" and recorded among the Land Records of Wicomico County, Maryland in Liber JCK 113, Folio 455, made 35 feet wide by the subdivision plat entitled "Dogwood Manor", as recorded in said Land Records in Plat Book 559, Folio 17, South 02 degrees 02 minutes 32 seconds West 241.30 feet to a point on the southerly line of Lot 5, Block "A", as shown on said plat of "Dogwood Manor", thence running,

3) leaving said unnamed 30' right-of-way and running by and with said Lot 5 and Lots 1 through 4 of said "Dogwood Manor", North 85 degrees 21 minutes 55 seconds East 563.77 feet to a point on the westerly line of the lands, now or formerly, of Robert L. and Margaret White as recorded in the aforesaid Land Records in Liber 790, Folio 58, thence running,

4) leaving said Lot 1 and running by and with said lands of White, South 11 degrees 21 minutes 44 seconds East 342.08 feet to the westerly line of lands, now or formerly, of Danny L. and Patricia J. Mosley as recorded in the aforesaid Land Records in Liber 1344, Folio 416, thence running,

5) leaving said lands of White and running by and with said lands of Mosley, lands, now or formerly, of Ralph E and Hazel F. Brumbley as recorded in the aforesaid Land Records in Liber 871, Folio 540 and Liber 627, Folio 48, and lands, now or formerly, of William L. and Amelia E. Niblett as recorded in said Land Records in Liber 907, Folio 292, South 02 degrees 02 minutes 00 seconds West 1052.33 feet to a point on the southerly line of said lands of Niblett, thence running,

6) by and with said southerly line of Niblett and by and with the southerly line of lands, now or formerly, of Alexander J. and Carole A. Bubas as recorded in the aforesaid Land Records in Liber 977, Folio 620, North 82 degrees 02 minutes 14 seconds East 1114.30 feet to a point on the westerly right-

ONE PLAZA EAST, SUITE 200, P.O. BOX 93, SALISBURY, MD 21803-0093 • 410.543.9091 FAX 410.543.4172
23 NORTH WALNUT STREET, P.O. BOX 809, MILFORD, DE 19963 • 302.424.1441 FAX 302.424.0430
E MAIL: Salisburv-abf@dbf-inc.com or 14v9awtriv@aol.com Milford: milford@dbfinc.com or davbowfri2@aol.com
WEB PAGE: www.abfinc.com

**LEGAL DESCRIPTION
PROPOSED ANNEXATION**

LIBER

3 PAGE 440

lands of JOSEPH M. RYAN, a portion of an UNNAMED 30' RIGHT-OF-WAY and a portion of FOSKEY LANE to THE TOWN OF DELMAR, MARYLAND

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of-way line of Bi-State Boulevard, 80 feet wide, as shown on SRC Plats 7912 and 7913, thence running,

7) leaving said lands of Bubas and running by and with said westerly right-of-way line of Bi-State Boulevard, South 01 degrees 29 minutes 17 seconds East 195.00 feet to a point on the northerly line of lands, now or formerly, of Roland J. Aydelotte as recorded in the aforesaid Land Records in Liber 1229, Folio 836, thence running,

8) leaving said Bi-State Boulevard and running by and with said northerly line of the lands of Aydelotte, the northerly line of the lands, now or formerly, of Jeffrey W. Steere as recorded in the aforesaid Land Records in Liber 1185, Folio 70, the northerly line of the lands, now or formerly of John S. and Lynn B. Harris as recorded in the said Land Records in Liber 935, Folio 290 and the northerly line of the lands, now or formerly, of Frank Edward Gully, III and Christopher Patrick Gully as recorded in said Land Records in Liber 861, Folio 684, South 82 degrees 07 minutes 26 seconds West 1126.08 feet to a point on the westerly line of lands of Gully, thence running,

9) by and with said westerly line of the lands of Gully and continuing with the westerly line of said lands of Harris, South 02 degrees 01 minutes 46 seconds West 234.00 feet to a point on the southerly line of said lands of Harris, thence running,

10) by and with said southerly line of lands of Harris, North 82 degrees 10 minutes 08 seconds East 1139.70 feet to a point on the aforesaid westerly right-of-way line of Bi-State Boulevard, thence running,

11) leaving said lands of Harris and running by and with the aforementioned westerly right-of-way line of Bi-State Boulevard for the following two courses, South 01 degrees 33 minutes 10 seconds East 17.50 feet to a point of curvature, thence running,

12) by and with the arc of a circle, deflecting to the left, having a radius of 2904.79 feet, an arc distance of 210.05 feet and a chord bearing and distance of South 03 degrees 37 minutes 27 seconds East 210.00 feet to a point on the northerly line of the lands, now or formerly, of Thomas H. Ruark, Inc. as recorded in aforesaid Land Record in Liber 1151, Folio 522, thence running,

13) leaving said westerly right-of-way line of Bi-State Boulevard and running by and with said lands of Thomas H. Ruark, Inc., South 64 degrees 00 minutes 02 seconds West 555.37 feet to a point, thence running,

14) continuing with said lands of Thomas H. Ruark, Inc., partially, and partially through the lands of Joseph H. Ryan as recorded in the aforesaid Land Records in Liber 1451, Folio 875, South 82 degrees 10 minutes 08 seconds West 351.18 feet to a point on the westerly line of the aforesaid lands of Thomas H. Ruark, Inc., thence running,

15) by and with said westerly line of the lands of Thomas H. Ruark, Inc., partially and partially running through the lands of Thomas H. Ruark, Inc., South 07 degrees 49 minutes 52 seconds East 189.42 feet to a point on the northerly line of Lot 12, Block "B", Section Two of "Driftwood Estates" subdivision as recorded in the aforesaid land records in Plat Cabinet 11, Folio 52, thence running,

16) by and with said Lot 12 and Lots 11 and partially with Lot 10 for the following two courses, South

LEGAL DESCRIPTION
PROPOSED ANNEXATION

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lands of JOSEPH M. RYAN, a portion of an UNNAMED 30' RIGHT-OF-WAY and a portion of FOSKEY LANE to THE TOWN OF DELMAR, MARYLAND

December 21, 1999

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82 degrees 10 minutes 08 seconds West 133.71 feet to a point in the center of Wood Creek, thence running,

17) by and with the center of Wood Creek, South 32 degrees 57 minutes 53 seconds West 260.41 feet to a point, thence running,

18) leaving said Wood Creek and Lot 10 of said "Driftwood Estates" and running, by and with the northerly line of Lot 13, Section Three, Block "E", Ellegood Subdivision", as recorded in the aforesaid Land Records in Plat Cabinet 5, Folio 83, and by and with the northerly line of Lots 1 and 3, Section Three, Block "F", of said Ellegood Subdivision, South 81 degrees 48 minutes 01 seconds West 731.68 feet to a point on the easterly line of an unnamed 30' right-of-way, thence running,

19) leaving said northerly line of Ellegood Subdivision and running by and with said easterly line of an unnamed 30' right-of-way, North 02 degrees 02 minutes 32 seconds East 2613.48 feet to a point, thence running,

20) leaving said easterly line of an unnamed 30' right-of-way and running across said right-of-way, North 87 degrees 57 minutes 28 seconds West 30.00 feet to the westerly line of said unnamed 30' right-of-way, thence running,

21) by and with said westerly line of an unnamed 30' right-of-way, North 02 degrees 02 minutes 32 seconds East 257.65 feet to the southerly right-of-way line of said Foskey Lane, thence running,

22) leaving said westerly line of an unnamed 30' right-of-way and running by and with said southerly right-of-way line of Foskey Lane for the following two courses, South 85 degrees 43 minutes 11 seconds West 329.47 feet to a point, thence running,

23) South 85 degrees 00 minutes 33 seconds West 80.09 feet to a point, thence running,

24) leaving said southerly right-of-way line of Foskey Lane and running across said Foskey Lane, North 04 degrees 59 minutes 27 seconds West 30.00 feet to a point on the northerly right-of-way line of Foskey Lane; said point also being the southerly line of the lands, now or formerly, of Wicomico County, Maryland as recorded in the aforesaid Land Records in Liber 945, Folio 815, and the southerly line of the existing Corporate Limits of The Town of Delmar, Maryland as described in Resolution No. 35-1982, recorded in Resolution and Ordinance Liber 3, Folio 1, thence running,

25) by and with said northerly right-of-way line of Foskey Lane, by and with said existing Corporate Limits of the Town of Delmar (partially) and running across the aforesaid right-of-way of Second Street, North 85 degrees 00 minutes 33 seconds East 80.09 feet to the point and place of beginning; CONTAINING 55.96 acres of land, more or less.

The above described lot or parcel of land is intended to be all of that area designated as "Proposed Annexation" as shown on a plat, attached hereto and intended to be recorded herewith, entitled "ANNEXATION DRAWING, of the lands of JOSEPH M. RYAN, THOMAS H. RUARK, INC., a portion of an UNNAMED 30' RIGHT-OF-WAY and a portion of FOSKEY LANE to THE TOWN OF DELMAR, MARYLAND" as prepared by Davis, Bowen & Friedel, Inc., December 1999.

Bmh/bh
M:\BMH\LEGAL\3640281.WP

TERMS AND CONDITIONS OF ANNEXATION**A. SERVICES AND TAXES**

1. Property taxes will be assessed at the full rate of taxes at the first normal taxing period.
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 Petition shall pay the required tap fees of \$2,000.00 for sewer and \$250.00 for water, per unit, in full, prior to a unit being connected to the Town lines.
3. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be R-2, Residential.
4. The Petitioner will pay costs associated with the costs of plat preparation, regardless of the outcome of the annexation.
5. Petitioner and the Town have entered into an Annexation Agreement, the terms and conditions of which are attached hereto and incorporated herein.

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ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this 10th day of April 2000 by an between Joe Ryan, LLC, (herein referred to as "Petitioner") and THE MAYOR AND COMMISSIONERS OF DELMAR, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner have petitioned the town to annex their property into the town limits, said property being shown and designated on that plat entitled Annexation Drawing of the Lands of Joseph M. Ryan, et al., dated December, 1999, attached hereto and incorporated herein as Exhibit "A", and consisting of 55.96 acres of land more or less; and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the town and as a condition precedent to said annexation, the town wishes to set forth the terms and provisions of annexation as provided for herein, and

WHEREAS, this Agreement is entered into for the purpose of setting forth the Agreement of the Petitioner and the Town.

NOW, THEREFORE, that for and in consideration of the premises, the mutual covenants given each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Mayor and Commissioners of Delmar will consider a Resolution for the proposed annexation of the hereinabove described property, contingent upon and subject to the conditions of this Agreement.
2. It is understood and agreed by the parties hereto that the Town shall pay the costs of the annexation which shall include attorneys fees and advertising costs, excluding therefrom all costs associated with the preparation of the plat(s) for annexation which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not necessarily limited to, said attorneys fees and advertising costs and will indemnify and hold the town harmless therefor. It is understood that the Town does not and has not, in any way, guaranteed said annexation.
3. It is agreed and understood by the parties that the subject property will be required to use any and all available Town sewer systems at the time of development and construction of the property. The Town shall be responsible for extending a sewer line to the subject property, however, Petitioner shall also be responsible for internal sewer mains, pumping stations and sewer laterals, i. e. sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to the Town's Engineer and shall submit plans for construction to be reviewed and approved prior to beginning work. Petitioner shall be responsible for payment of normal town sewer impact and connection fees.
4. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system at the time that the Town is able to provide water service to the Petitioner's property. Until water service becomes available, Petitioner will be permitted to use a private well for all uses on said property. Upon water service becoming available, Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water mains, services and meters within the subject property as well as the payment of all of the Town's hookup fees and impact fees. The construction of water lines on the subject property shall be in a manner approved by the Town's Engineer.
5. The subject property is intended to be subdivided with a portion thereof to be dedicated to the development of a golf course, while the remainder shall be used for development of a residential housing development. That portion of the sub-divided property to be used and developed as residential housing development shall be taxed by the Town at the first normal taxing period following annexation at the normal rate for such property.

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That portion of the property to be developed as a golf course will be taxed pursuant to the terms of the "Town of Delmar Tax Incentive Package" as reflected on Exhibit "B", attached hereto and made a part hereof. As reflected on said Exhibit, the golf course will constitute an investment in excess of ONE MILLION Dollars (\$1,000,000.00) and accordingly Town taxes will be abated completely during the period of construction. Following completion of the golf course the taxes will be adjusted at the rate of TEN (10) percent per year over a period of TEN (10) years at which time the golf course will be taxed at the normal rate for such property.

6. The property of Petitioners shall be zoned Residential R-2 subject to approval by Wicomico County, if required by Maryland law which approval has already been received.

7. The annexed area will be provided normal Town services upon request, subject however to Town policies and availability and any services requiring off site engineering design. Construction or budget funding will be initiated with the request and completed as soon as possible.

8. The Petitioner shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, both to the golf course development, as well to the residentially developed property. It is further understood that the Town shall not assume ownership of, or responsibility for, any such interior roads.

9. The Petitioner shall permit and allow the Town to extend and build a treated effluent line to his property, and to hook up with Petitioners existing irrigation system, if the Town decides and believes it is economical, feasible, in its sole discretion, to proceed. Petitioner does further agree to spray said treated effluent on his golf course through Petitioner's irrigation system. The installation and construction of said off-site treated effluent line shall be in a manner approved and designed by the Town's engineer in full compliance with the Maryland Department of Environment rules and regulations. Petitioner shall permit and use as much of the treated effluent as the town can supply, so long as said use shall comply with the safety regulations of the said Department of Environment. The parties understand and agree that this annexation and concessions made herein by the Town to Petitioner, are conditioned on the acceptance by Petitioner of said treated effluent and should Petitioner, or his successors or assigns, at any time, refuse or be unable to spraying of the effluent, the Petitioner shall be responsible for repaying and indemnifying the Town for all the costs associated with the annexation, including, but not necessarily limited to attorneys fees, advertising, costs, engineering fees, construction costs for extending the sewer and water lines, all costs associated with constructing the effluent line and any and all other related expenses to the annexation.

10. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to his property by the Town, including but not limited to the sewer lines, water lines and treated effluent lines. Additionally, Petitioner will also grant and convey a fifty (50) foot easement to the Town and Wicomico County for the perpetual maintenance of the Woods Creek drainage system, including a right of ingress, egress and regress.

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

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

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

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 such invalidity will not affect the remainder of the Agreement.

IN WITNESS WHEREOF, the undersigned have set forth their names and seals the first day and year set forth above.

WITNESS:
[Signature]

JOE RYAN, LLC
By: *[Signature]* (SEAL)
Joseph M. Ryan, Member

ATTEST:
Roberta Glenn
Roberta Glenn, Town Manager

MAYOR AND COMMISSIONERS
OF DELMAR
BY: *P. Douglas Niblett* (SEAL)
P. Douglas Niblett, Mayor

Received for Record Sept 7 2011 and recorded in the
Records of Wicomico County, Maryland in Liber M.S.B
No. 3 Folios 437-445
Wic Co
Mark A. Bower Clerk

LIBER 3 PAGE 446

RESOLUTION NO. 2000-11-1

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 of the Town of Delmar located on the Northerly side and binding upon Connelly Mill Road, to be known as the "Lerch Abbott 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 "Lerch Abbott 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 November 13, 2000, as will more particularly appear by the certification of Roberta Glenn of the Town of Delmar, attached hereto; and

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

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

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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 January 8th, 2000, at 8:00 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of the Town of Delmar will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 13th day of November 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 this 16th day of March, 2000.

Roberta Glenn
Roberta A. Glenn, Town Manager

P. Douglas Niblett
P. Douglas Niblett, Mayor

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EXHIBIT A

All that tract or parcel of land situate, lying and being in the Delmar Election District of Wicomico County, State of Maryland and being located along the Northerly line of Connelly Mill Road, and being more particularly described as follows:

BEGINNING for the same on the Northerly line of Connelly Mill Road at a concrete post at the Southwest corner of Lot No. 1 in Block "B" on a plat entitled "Ellegood Estates, Sect. No. 1," prepared by Schafer & Hampshire, Surveyors, on April 24, 1962, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 514, Folio 7; thence (1) North 8 degrees 58 minutes 33 seconds East by and with that land now or formerly owned by Edgewood Pipe and Block Co., for a distance of 2159.14 feet to an iron pipe and Lot No. 8-A as shown on the plat hereinafter referred to; thence (2) South 80 degrees 59 minutes 36 seconds East by and with the Southerly line of Lot No. 8-A for a distance of 538.11 feet to an iron pipe and Block "F" on the Ellegood Estates, Sect. 3 plat and the existing corporate limit of the Town of Delmar; thence (3) by and with the existing corporate limits of the Town of Delmar South 9 degrees 00 minutes 24 seconds West by and with aforesaid Block "F" for a distance of 1,685.76 feet to a concrete monument as shown on said plat; thence (4) by and with the arc of a curve in a general Southerly direction for a distance of 258.12 feet to a concrete monument; thence (5) South 13 degrees 8 minutes 24 seconds West for a distance of 74.24 feet as shown on said plat; thence (6) North 76 degrees 51 minutes 36 seconds West by and with the Northerly line of Block "B" and the "Ellegood Estates, Sect. 1" plat, for a distance of 315 feet to a concrete monument; thence (7) South 13 degrees 8 minutes 24 seconds West by and with the Easterly line of Lot No. 1 in Block "B" of the "Ellegood Estates, Sect. No. 1" plat to a concrete monument on the Northerly line of Connelly Mill Road; thence (8) North 76 degrees 51 minutes 36 seconds West by and with the Northerly line of Connelly Mill Road for a distance of 100 feet to the concrete monument at the place of beginning; and being all of Lot No. 1 in Block "B" on the plat of "Ellegood Estates, Sect. No. 1," duly recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 514, Folio 7; and being also shown on the plat hereinafter referred to and being 24.36 acres of land, more or less, and being shown as Lot 1-A, on a plat entitled "Resubdivision of Lot 1, Block "B" and Lot 8, Block "F" of Ellegood Estates," made by Philip Parker and Associates on March 23, 1989, and intended to be recorded among the Land Records of Wicomico County.

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.

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EXHIBIT 'B'

TERMS AND CONDITIONS OF ANNEXATION

A. SERVICES AND TAXES

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

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

B. GENERAL PROVISIONS

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

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

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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.

6. The Developer and the Town have entered into an Annexation Agreement, the terms of which are incorporated herein as though set forth in its entirety.

Received for Record Sept 7, 2001 and recorded in the
Wic. County Records of Wicomico County, Maryland in Liber M.S.B
No. 3 Folios 446-451

Mark S. Bower Clerk

LIBER 3 PAGE 452
RESOLUTION NO. 2000 - 12 -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 of the Town of Delmar located on the Southeriy side of and binding upon Foskey Lane and portions of Foskey Lane, to be known as the "Elliott 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 (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 "Elliott 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 (25%) of the persons who are eligible voters and property owners owning twenty-five (25%) of the assessed valuation of real property in the area to be annexed, all as of December 1, 2000, as will more particularly appear by the certification of Roberta Glenn of the Town of Delmar, attached hereto; and

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that it is hereby proposed and recommended that the boundaries of the Town of Delmar be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, located on the Southerly side of and binding upon Foskey Lane and portions of Foskey Lane, 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.

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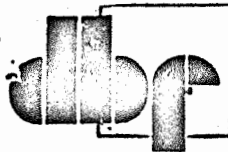
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on February 12, 2001 at 8 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of the Town of Delmar will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 11th day of December 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 this 12th day of March, 2001.


Roberta A. Glenn, Town Manager


P. Douglas Niblett, Mayor



John A. Davis, P.E.
Gerald G. Friedel, P.E.
Michael R. Wigley, AIA
Hans M. Medlars, P.E.
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS

LEGAL DESCRIPTION

PROPOSED ANNEXATION

Lands of GENEVIEVE S. ELLIOTT and a portion of FOSKEY LANE to

THE TOWN OF DELMAR, MARYLAND

December 11, 2000

BEING all that certain lot or parcel of land, lying and being situated on the southerly side of Foskey Lane, and including a portion thereof, located in Delmar Election District, Wicomico County, Maryland; being more particularly described as follows, to wit:

BEGINNING at a point formed by the intersection of the northerly right-of-way line of Foskey Lane, with the extension of the easterly right-of-way line of Maryland Avenue, 30 feet wide; said point of beginning being coordinated on the Maryland Grid System as North 287,158.165, East 1,718,814.277 ; said point also being located on the existing southerly Corporate Limits Line of Delmar, Maryland as described in Resolution No.35-1982, recorded in Resolution and Ordinance Liber 3, Folio 1, thence running,

1) leaving said Maryland Avenue and running by and with the Corporate Limit Line of Delmar, Maryland, the following ten courses, South 84 degrees 20 minutes 58 seconds East 338.46 feet to a point, thence running,

2) South 85 degrees 30 minutes 37 seconds East 352.89 feet to a point of curvature, thence running,

3) by and with the arc of a circle, deflecting to the left, having a radius of 1293.63 feet, an arc distance of 208.84 feet and a chord bearing and distance of North 89 degrees 51 minutes 54 seconds East 208.61 feet to a point of tangency, thence running,

4) North 85 degrees 14 minutes 24 seconds East 382.58 feet to a point, thence running,

5) leaving said northerly right-of-way line of Foskey Lane and running across said Foskey Lane, South 04 degrees 59 minutes 27 seconds East 30.00 feet to a point on the southerly right-of-way line of said Foskey Lane, thence running,

PROPOSED ANNEXATION**lands of GENEVIEVE S. ELLIOTT and a portion of FOSKEY LANE to
THE TOWN OF DELMAR, MARYLAND****December 11, 2000****Sheet 2**

- 6) by and with said southerly right-of-way line of Foskey Lane, the following two courses, North 85 degrees 00 minutes 33 seconds West 80.09 feet to a point, thence running,
- 7) North 85 degrees 43 minutes 11 seconds East 329.46 feet to a point located on the westerly right-of-way line of a 30 foot unnamed road, as shown on a subdivision plat of "Dogwood Manor" as recorded among the Land Records of Wicomico County, Maryland in Plat Book 559, Folio 17, thence running,
- 8) leaving said Foskey Lane and running by and with said westerly right-of-way line of said 30 foot unnamed road, South 02 degrees 02 minutes 32 seconds West 257.65 feet to a point, thence running,
- 9) leaving said westerly right-of-way line and running across said 30 foot unnamed road, South 87 degrees 57 minutes 28 seconds East 30.00 feet to a point on the westerly line of lands, now or formerly, of Joseph M. Ryan as recorded in the aforesaid Land Records in Liber 1550, Folio 301, thence running,
- 10) by and with said lands of Ryan, South 02 degrees 02 minutes 31 seconds West 2613.48 feet to a point on the northerly line of Lot 3, Section Three, Block "F" as shown on a Subdivision plat of "Ellegood Subdivision," recorded in the aforesaid Land Records in Plat Cabinet 5, Folio 83, thence running,
- 11) leaving said lands of Ryan and aforesaid existing Corporate Limits Line of Delmar, Maryland and running by and with said Ellegood Subdivision, lands, now or formerly, of Thomas and Viki Tregoe as shown on a plat recorded in the aforesaid Land Records in Plat Cabinet 9, Folio 40-158 and lands, now or formerly, of Edgewood Pipe & Block Company as recorded in the said Land Records in Liber 336, Folio 221 and Liber 1062, Folio 72, South 80 degrees 47 minutes 34 seconds West 1163.58 feet to a point on the easterly right-of-way line of the lands, now or formerly, of Consolidated Rail Corporation, thence running,
- 12) leaving said lands of Edgewood Pipe & Block Company and running by and with said Consolidated Rail Corporation, North 02 degrees 46 minutes 53 seconds East 2996.66 feet to a point on the aforesaid southerly right-of-way line of Foskey Lane, thence running,
- 13) leaving said easterly right-of-way line of Consolidated Rail Corporation and running by and with said southerly right-of-way line of Foskey Lane, the following two courses, North 85 degrees 30 minutes 37 seconds West 199.78 feet to a point, thence running,
- 14) North 84 degrees 20 minutes 06 seconds West 417.79 feet to a point on the extension of the easterly right-of-way line of Maryland Avenue, thence running,

PROPOSED ANNEXATION **LIBER** **3 PAGE 456**
lands of GENEVIEVE S. ELLIOTT and a portion of FOSKEY LANE to
THE TOWN OF DELMAR, MARYLAND
December 11, 2000
Sheet 3

15) leaving said southerly right-of-way line of Foskey Lane and running across said Foskey Lane North 01 degrees 38 minutes 46 seconds East 33.60 feet to the point and place of Beginning; **CONTAINING 76.085 acres of land, more or less.**

The above described lot or parcel of lands is intended to be all of that area designated as "Proposed Annexation" as shown on a plat, attached hereto and intended to be recorded herewith, entitled "ANNEXATION DRAWING, of the lands of GENEVIEVE S. ELLIOTT and a portion of FOSKEY LANE to THE TOWN OF DELMAR, MARYLAND" as prepared by Davis, Bowen & Friedel, Inc., Dec. 2000.

Bmh/bh
N:\09\11A\911A004\911004a.wpd

LIBER 3 PAGE 457
EXHIBIT 'B'**TERMS AND CONDITIONS OF ANNEXATION****A. SERVICES AND TAXES**

1. Property taxes will be assessed at the full rate of taxes at the first nominal taxing period following the 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 Petitioner will remain responsible for maintenance of said utilities until accepted by the Town.

3. The Petitioner, 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 Petitioner 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.

6. The Petitioner and the Town will enter into an Annexation Agreement, the terms of which shall be incorporated herein as though set forth in its entirety.

Received for Record *Sept 7, 2001* and recorded in the
 Wicomico Records of Wicomico County, Maryland in Liber *M.S.B. 132*
 No. *3* Folios *452-457*

Mark A. Bowen Clerk

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THE TOWN OF WILLARDS
P. O. Box 98
Willards, Maryland 21874
410-835-8192
Fax: 410-835-3549

August 1, 2002

Ms. Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, Maryland 21401-1991

RE: The Town of Willards/Board of Education of Wicomico County Annexation

Dear Ms. Carter:

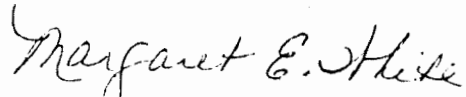
Enclosed herewith please find a copy of Resolution No. 2002-2 of The Town of Willards, which approved the Annexation of 21.95 acres of land, more or less, into The Town of Willards. Resolution 2002-2 is known as "The Board of Education of Wicomico County Annexation", which became effective May 13, 2002.

A boundary description of the annexed area is attached to the Resolution, along with the conditions of Annexation. The schedule of services for said areas 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 Reposition Form has been completed and submitted herewith.

Should you have any questions, please feel free to call.

Sincerely yours,



Margaret E. White
Town Clerk

MEW:sm
Enclosures

cc: The Honorable Mark S. Bowen, Clerk, Circuit Court for Wicomico County
Mr. Bruce Bozman, Regional Planner, Maryland Office of Planning
Mr. Theodore Shea, Administrative Director, Wicomico County, Maryland

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Mr. David Nutter, Director, Salisbury-Wicomico County Planning and Zoning
Mr. Ronald N. Kreitner, Director, Maryland Office of Planning
The Honorable John C. North, II, Chairman, Department of Natural Resources,
Critical Areas Commission
Mr. P. Rai Sharma, Director, Public Works, Wicomico County
Mr. Frank McKenzie, Wicomico County Department of Planning and Zoning
Mrs. Gloria H. Smith, The Town of Willards

LIBER 3 PAGE 461

RESOLUTION NO. 2002-2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WILLARDS PROPOSING THE ANNEXATION TO THE TOWN OF WILLARDS OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE NORTHWESTERLY CORPORATE LIMITS OF THE TOWN OF WILLARDS, POPULARLY KNOWN AS THE "BOARD OF EDUCATION OF WICOMICO COUNTY ANNEXATION", BOUNDED ON THE SOUTHEAST BY THE CORPORATE LIMITS OF THE TOWN OF WILLARDS; BOUNDED ON THE NORTH BY RICHLAND ROAD; BOUNDED ON THE WEST BY THE LANDS NOW OR FORMERLY OWNED BY DANIEL T. RAYNE AND ALFRED H. RAYNE; BOUNDED ON THE SOUTH BY LANDS NOW OR FORMERLY OWNED BY CRAWFORD D. RAYNE AND ETHEL RAYNE.

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 Northwesternly Corporate Limits of The Town of Willards and popularly known as the "Board of Education of Wicomico County 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 "Board of Education of Wicomico County 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 Northwesternly 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 Residential upon annexation.

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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 shall hold a Public Hearing on the annexation hereby proposed on Wednesday, the 27th day of March, 2002, 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, 2001 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 11th day of February, 2002, 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 27th day of March, 2002.

ATTEST:

Margaret E. White
Margaret E. White - Town Clerk

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

Steven E. Warren (SEAL)
Steven E. Warren, Council Vice President

Richard D. Gordy, Member (SEAL)

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Ralph A. Seaton

(SEAL)

Ralph A. Seaton, Member

James E. Farlow

(SEAL)

James E. Farlow, Member

EFFECTIVE DATE: May 13, 2002

2/Willards/ Willards - Resolution 2002-2

EXHIBIT A
"BOARD OF EDUCATION OF WICOMICO COUNTY 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 Richland Road, and being more particularly described as follows: Beginning for the same at a found iron pipe located and situated on the Southerly Side of Richland Road, said found iron pipe also being located at the Northwesterly Corner of Lot 7 in "Richcrest, Section One" as shown on the hereinafter referenced Plat, said place of beginning being located on the existing Town of Willards Town Limit Line and being designated on the hereinafter referenced Plat as "P.O.B."; thence (1) running by and with The Town of Willards Town Limit Line, as shown on the hereinafter referenced Plat, by and with a curve having a radius of 2,640.00 feet and a course of South 31 degrees, 55 minutes, 41 seconds West, a length of 1,303.71 feet to an unmarked point located on the Northerly property line of the "Lands of Crawford D. & Ethel D. Rayne", all is shown on the hereinafter referenced Plat; thence (2) by and with the "Lands of Crawford D. & Ethel D. Rayne" and by and with a ditch, North 81 degrees, 46 minutes, 20 seconds West, a distance of 640.73 feet to a set iron rod with cap, said set iron rod with cap being located on the Easterly property line of the "Lands of Daniel T. & Alfred H. Rayne", all as shown on the hereinafter referenced Plat; thence (3) by and with the "Lands of Daniel T. & Alfred H. Rayne" and by and with a ditch, North 12 degrees, 06 minutes, 39 seconds East, a distance of 969.15 feet to a set iron rod with cap; thence (4) continuing by and with the "Lands of Daniel T. & Alfred H. Rayne", North 12 degrees, 06 minutes, 39 seconds East,

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a distance of 231.38 feet to a set iron rod with cap located on the Southerly side of Richland Road; thence (5) by and with the Southerly line of Richland Road, South 81 degrees, 20 minutes, 02 seconds East, a distance of 662.24 feet to a set iron rod with cap; thence (6) continuing by and with Richland Road, South 08 degrees, 23 minutes, 51 seconds West, a distance of 10.00 feet to a set iron rod with cap; thence (7) continuing by and with the Southerly line of Richland Road, South 81 degrees, 36 minutes, 09 seconds East, a distance of 415.96 feet to a found iron pipe, same being the point of beginning, said area of land to be annexed containing 21.95 acres, more or less, and being more particularly shown and designated on that Plat entitled "Board of Education of Wicomico County Annexation", prepared by Becker Morgan Group, dated October 11, 2001, and incorporated herein by reference; and being part of the same property conveyed unto Board of Education of Wicomico County by Deed from E. Dean W. Richardson, *et al.*, dated September 6, 2001, and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1851, Folio 186.

LIGER

STAGE 466
EXHIBIT BCONDITIONS OF ANNEXATION"BOARD OF EDUCATION OF WICOMICO COUNTY ANNEXATION"A. SERVICES AND TAXES

1. Property taxes, if applicable, 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 and services at the time of development and construction. Water and sewer service will be contingent upon approval of an Improvements Construction Plan, including an engineer's estimate of improvement costs, the payment to The Town of all required fees, improvement costs and charges and the completion of the necessary construction to serve the property. Petitioners will be responsible for the costs of all improvements including without limitation water and sewer, streets, sidewalks, curbing, street lights and all other related and miscellaneous costs. Any and all public 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.
3. Zoning will be residential 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. An Annexation Agreement has been entered into by and between Petitioner and The Town. The Annexation shall be subject to the terms and provisions of said Annexation Agreement, the terms of which are incorporated herein by reference.
5. As a condition of this Annexation, the Petitioner shall pay the cost and expenses, including advertising costs, attorney's fees and document costs, up to but not to

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exceed \$5,000.00, associated with the annexation as required by the Annotated Code of Maryland, and said Petitioner accepts full responsibility for same, pursuant to the terms and conditions set forth in the Agreement between the Petitioner and The Town.

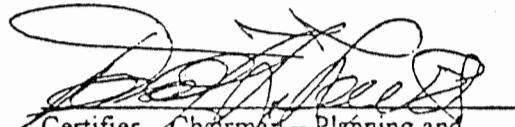
2/Willards/Conditions of Annexation-Brd. of Educ.

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BOARD OF EDUCATION OF WICOMICO COUNTY 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:

January 23, 2002
Certifier - Chairman - Planning and
Zoning Commission

LIGER 3 PAGE 469
OUTLINE OF PROPOSED SERVICES AND FACILITIES

BOARD OF EDUCATION OF WICOMICO COUNTY ANNEXATION

I. LAND USE PATTERN

The area to be annexed is currently zoned Agricultural-Rural. The proposed development plan has been presented as Residential and the property will be zoned Residential by The Town upon completion of the annexation. Approval for the change in zoning from Agricultural-Rural to Residential has been requested and a Hearing has been scheduled by the Salisbury-Wicomico Planning and Zoning Commission to consider same and the Wicomico County Council will then consider same. At this time, it is not anticipated that there will be any objection from Wicomico County, Maryland. A Public Hearing will be held on February 18, 2002 on Resolution 2002-1 of The Willards Planning and Zoning Commission recommending that the area be zoned Residential upon annexation, contingent upon County Approval.

II. LAND FOR PUBLIC FACILITIES

In that the proposed annexed property will be utilized for a school, and, as such, no additional land for public facilities such as schools, libraries, fire stations, or other similar facilities are anticipated.

III. EXTENSION OF MUNICIPAL SERVICES

Water and sanitary sewer service will be made available to the annexed area by water and sanitary sewer mains and laterals to be installed by the owner's, at owner's sole cost, upon approval by The Town of Willards. The water system connection will be made to the existing water system at or near the intersection of Richland Road and Bethel Road. The sanitary sewer system will be connected to existing service at the manhole located at the intersection of Richardson Street and Richland Road. All expenses in regard to water and sewer will be incurred by owner/developer per Annexation Agreement between The Town and Property Owner, including, without limitation, any water and sewer meters and manholes that may be required.

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 owner. Likewise, soil erosion and sediment control will be in conformity with existing Soil Conservation District Standards and the cost of same shall be the responsibility of owner.

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 "Owner".

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It is not anticipated that any new public streets will be constructed, however, should any additional street lighting be necessary on existing streets, any such street lighting will be installed at the cost of the owner, with The Town assuming the cost of electricity only as related to public streets.

Other Town services, to the extent applicable, will be available, as needed, upon annexation.

2/Willards\Board of Education - Outline of Proposed Services

THE WILLARDS PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2002-1

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 THE BOARD OF EDUCATION OF WICOMICO COUNTY TO A ZONING CLASSIFICATION OF RESIDENTIAL, 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: 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 RICHLAND ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING FOR THE SAME AT A FOUND IRON PIPE LOCATED AND SITUATED ON THE SOUTHERLY SIDE OF RICHLAND ROAD, SAID FOUND IRON PIPE ALSO BEING LOCATED AT THE NORTHWESTERLY CORNER OF LOT 7 IN "RICHCREST, SECTION ONE" AS SHOWN ON THE HEREINAFTER REFERENCED PLAT, SAID PLACE OF BEGINNING BEING LOCATED ON THE EXISTING TOWN OF WILLARDS TOWN LIMIT LINE AND BEING DESIGNATED ON THE HEREINAFTER REFERENCED PLAT AS "P.O.B."; THENCE (1) RUNNING BY AND WITH THE TOWN OF WILLARDS TOWN LIMIT LINE, AS SHOWN ON THE HEREINAFTER REFERENCED PLAT, BY AND WITH A CURVE HAVING A RADIUS OF 2,640.00 FEET AND A COURSE OF SOUTH 31 DEGREES, 55 MINUTES, 41 SECONDS WEST, A LENGTH OF 1,303.71 FEET TO AN UNMARKED POINT LOCATED ON THE NORTHERLY PROPERTY LINE OF THE "LANDS OF CRAWFORD D. & ETHEL D. RAYNE", ALL IS SHOWN ON THE HEREINAFTER REFERENCED PLAT; THENCE (2) BY AND WITH THE "LANDS OF CRAWFORD D. & ETHEL D. RAYNE" AND BY AND WITH A DITCH, NORTH 81 DEGREES, 46 MINUTES, 20 SECONDS WEST, A DISTANCE OF 640.73 FEET TO A SET IRON ROD WITH CAP, SAID SET IRON ROD WITH CAP BEING LOCATED ON THE EASTERLY PROPERTY LINE OF THE "LANDS OF DANIEL T. & ALFRED H. RAYNE", ALL AS SHOWN ON THE HEREINAFTER REFERENCED PLAT; THENCE (3) BY AND

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WITH THE "LANDS OF DANIEL T. & ALFRED H. RAYNE" AND BY AND WITH A DITCH, NORTH 12 DEGREES, 06 MINUTES, 39 SECONDS EAST, A DISTANCE OF 969.15 FEET TO A SET IRON ROD WITH CAP; THENCE (4) CONTINUING BY AND WITH THE "LANDS OF DANIEL T. & ALFRED H. RAYNE", NORTH 12 DEGREES, 06 MINUTES, 39 SECONDS EAST, A DISTANCE OF 231.38 FEET TO A SET IRON ROD WITH CAP LOCATED ON THE SOUTHERLY SIDE OF RICHLAND ROAD; THENCE (5) BY AND WITH THE SOUTHERLY LINE OF RICHLAND ROAD, SOUTH 81 DEGREES, 20 MINUTES, 02 SECONDS EAST, A DISTANCE OF 662.24 FEET TO A SET IRON ROD WITH CAP; THENCE (6) CONTINUING BY AND WITH RICHLAND ROAD, SOUTH 08 DEGREES, 23 MINUTES, 51 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A SET IRON ROD WITH CAP; THENCE (7) CONTINUING BY AND WITH THE SOUTHERLY LINE OF RICHLAND ROAD, SOUTH 81 DEGREES, 36 MINUTES, 09 SECONDS EAST, A DISTANCE OF 415.96 FEET TO A FOUND IRON PIPE, SAME BEING THE POINT OF BEGINNING, SAID AREA OF LAND TO BE ANNEXED CONTAINING 21.95 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED ON THAT PLAT ENTITLED "BOARD OF EDUCATION OF WICOMICO COUNTY ANNEXATION", PREPARED BY BECKER MORGAN GROUP, DATED OCTOBER 11, 2001, AND INCORPORATED HEREIN BY REFERENCE; AND BEING PART OF THE SAME PROPERTY CONVEYED UNTO BOARD OF EDUCATION OF WICOMICO COUNTY BY DEED FROM E. DEAN W. RICHARDSON, *ET AL.*, DATED SEPTEMBER 6, 2001, AND RECORDED AMONG THE LAND RECORDS OF WICOMICO COUNTY, MARYLAND IN LIBER M.S.B. NO. 1851, FOLIO 186.

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 Residential; 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

LIBER 3 PAGE 474

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 Residential 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 Residential and the zoning of this subject property as Residential 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 18th day of February, 2002.

SECTION ONE: NOW, THEREFORE, BE IT RESOLVED AND RECOMMENDED BY THE WILLARDS PLANNING AND ZONING COMMISSION, that the subject property owned by the Board of Education of Wicomico County 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 Residential, said property being more particularly described as follows:

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 Richland Road, and being more particularly described as follows: Beginning for the same at a found iron pipe located and situated on the Southerly Side of Richland Road, said found iron pipe also being located at the Northwesterly Corner of Lot 7 in "Richcrest, Section One" as shown on the hereinafter referenced Plat, said place of beginning being located on the existing Town of Willards Town Limit Line and being designated on the hereinafter referenced Plat as "P.O.B."; thence (1) running by and with The Town of Willards Town Limit Line, as shown on the hereinafter referenced Plat, by and with a curve having a radius of 2,640.00 feet and a course of South 31 degrees, 55 minutes, 41 seconds West, a length of 1,303.71 feet to an unmarked point located on the Northerly property line of the "Lands of Crawford D. & Ethel D. Rayne", all is shown on the hereinafter referenced Plat; thence (2) by and with the "Lands of Crawford D. & Ethel D. Rayne" and by and with a ditch, North 81 degrees, 46 minutes, 20 seconds West, a distance of 640.73 feet to a set iron rod with cap, said set iron rod with cap being located on the Easterly property line of the "Lands of Daniel T. & Alfred H. Rayne", all as shown on the hereinafter referenced Plat; thence (3) by and with the "Lands of Daniel T. & Alfred H. Rayne" and by and with a ditch, North 12 degrees, 06 minutes, 39 seconds East, a distance of 969.15 feet to a set iron rod with cap; thence (4) continuing by and with the "Lands of Daniel T. & Alfred H. Rayne", North 12 degrees, 06 minutes, 39 seconds East, a distance of 231.38 feet to a set iron rod with cap located on the Southerly side of Richland Road; thence (5) by and with the Southerly line of Richland Road, South 81 degrees, 20 minutes, 02 seconds East, a distance of 662.24 feet to a set iron rod with cap; thence (6) continuing by and with Richland Road, South 08 degrees, 23 minutes, 51 seconds West, a distance of 10.00 feet to a set iron rod with cap; thence (7) continuing by and with the Southerly line of Richland Road, South 81 degrees, 36 minutes, 09 seconds East, a distance of 415.96 feet to a found iron pipe, same being the point of beginning, said area of land to be annexed containing 21.95 acres, more or less, and being more particularly shown and designated on that Plat entitled "Board of Education of Wicomico County Annexation", prepared by Becker Morgan Group, dated October 11, 2001, and incorporated

LIBER 3 PAGE 475

herein by reference; and being part of the same property conveyed unto Board of Education of Wicomico County by Deed from E. Dean W. Richardson, *et al.*, dated September 6, 2001, and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 1851, Folio 186.

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.

SECTION THREE: BE IT FURTHER RESOLVED AND RECOMMENDED BY THE WILLARDS PLANNING AND ZONING COMMISSION, that this recommendation is contingent upon the subject property being annexed into The Town of Willards and said zoning classification being approved by Wicomico County, Maryland, pursuant to Annotated Code of Maryland, Article 23A, §19.

The above Resolution was introduced at a meeting of The Willards Planning and Zoning Commission on January 7, 2002, and was finally passed on the 18th day of February, 2002.

ATTEST:

Gloria H. Smith
Gloria H. Smith, Secretary

THE WILLARDS PLANNING AND
ZONING COMMISSION

BY: Donald L. Lewis (SEAL)
Donald L. Lewis, Chairman

BY: Carrie L. Elliott (SEAL)
Carrie L. Elliott, Vice Chairman

BY: Steven E. Warren (SEAL)
Steven E. Warren, Ex-Officio

BY: Bonnie P. Seaton (SEAL)
Bonnie P. Seaton, Member

BY: VACANT (SEAL)

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
 A. DAVID ENNIS, DISTRICT #5

THEODORE E. SHEA, II
 ADMINISTRATIVE DIRECTOR

EDGAR A. BAKER, JR.
 ATTORNEY

March 11, 2002

Kenneth L. Hooper
 Mitchell & Hooper, Attorneys
 107 N. Division Street
 Salisbury, Maryland 21801

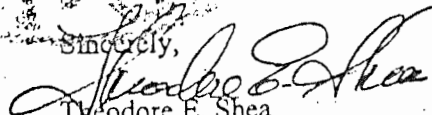
Dear Mr. Hooper:

I am pleased to confirm the Wicomico County Council's concurrence of the request recently received from the Town of Willards to rezone Board of Education property from Agriculture-Rural to Residential, in anticipation of its annexation. This action took place during the March 5, 2002 Executive Session.

The County Council understands that this concurrence will be included in the official record of the annexation hearing, scheduled for March 27, 2002. It should be noted that the Minutes of the March 5, 2002 Executive Session, of which this action is a part, will be formally approved on March 19, 2002.

The Council is pleased to be of assistance in this matter.

Sincerely,


 Theodore E. Shea
 Administrative Director

TES:jes

Cc: County Council



Tel: 410-548-4860

Salisbury-Wicomico County
Planning & Zoning Commission
Historic District Commission

LIBER 3 PAGE 477
CITY OF SALISBURY - WICOMICO COUNTY
DEPARTMENT OF PLANNING, ZONING
AND COMMUNITY DEVELOPMENT



Fax: 410-548-4955

Wicomico County Board of Zoning Appeals
City of Salisbury Board of Zoning Appeals
Agricultural Land Preservation Advisory Board

February 25, 2002

Mr. Kenneth Hooper
P.O. Box 4176
Salisbury, MD 21803

RE: WILLARDS ANNEXATION - Zoning Recommendation -
Richland Road - 21.95 Acres - M-33, P-211 & 580, G-13.

Dear Mr. Hooper:

The Wicomico County Planning Commission, at its meeting of February 21, 2002, forwarded a FAVORABLE recommendation to the Willards Town Council and the Wicomico County Council for approval of Residential zoning for this area upon annexation to the Town of Willards.

This information will now be forwarded to the County Council for their next available agenda.

If you have any questions concerning this matter, please don't hesitate to contact Gloria Smith at 410-548-4860.

Sincerely,

David G. Nutter, AICP

David G. Nutter, AICP
Director
Salisbury/Wicomico Planning & Zoning

DGN:brt

cc: P. Rai Sharma, Director County Public Works Department
Assessments
Mr. Brian Foret/Wic. Co. Bd of Education Facilities Dept./101 Long
Avenue/Salisbury, MD 21804

LIBER 3 PAGE 478

PHASE FC
OLD MILL SUI
PLAT REF: 10

S 81°20'

231.38'

1200.53'

WITH DITCH

LANDS OF
DANIEL T. & ALFRED H RAYNE J/T
TAX MAP 33, PARCEL 157
USE: AGRICULTURAL
DEED REF: 1759/38
PLAT REF: 13/34



LIBER 3 PAGE 479

PHASE FOUR
MILL SUBDIVISION
PLAT REF: 10/65-259

LANDS OF
MELINDA M. HURLEY
TAX MAP 600 PARCEL 118
USE: RESIDENTIAL
DEED REF: 1091/289

BETHEL ROAD
(50' RW)

RICHLAND RD
(RW VARIES)

S 81°20'02" E

662.24'

S 08°23'51" W
10.00'

S 81°36'09" E

415.9

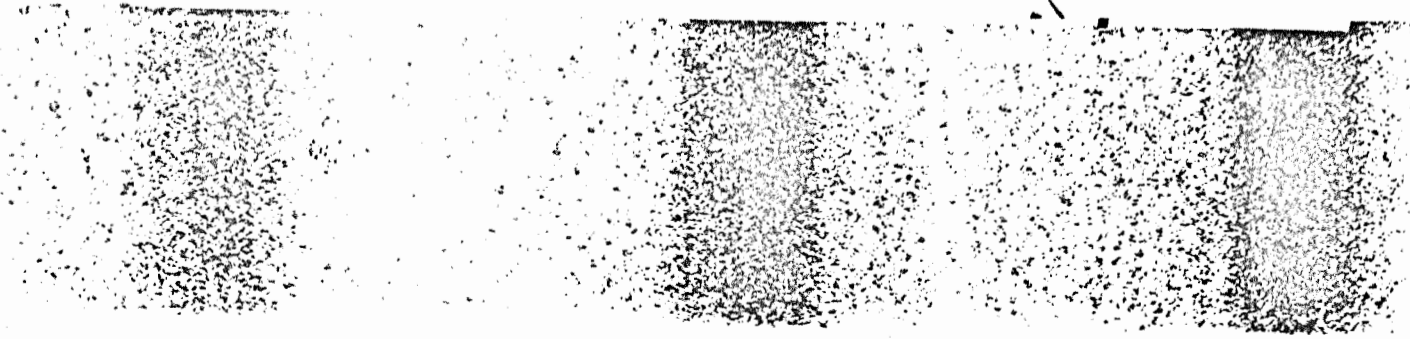
60' D.P. & L EASEMENT

1093.11'

S 81°23'55" E

RADIUS=2640.00'

TAN
CHC
COL
DEL



LIBER 3 PAGE 480

LANDS OF
 E. DEAN W. RICHARDSON
 TAX MAP 600 PARCEL 316
 USE: AGRICULTURAL/RESIDENTIAL
 DEED REF: 1686/246

D. ROAD
 (ARIES)

115.96'

P.O.B.

S 08°25'03" W
 221.67'

7

6

5

4

3

2

1

RICHCREST

SECTION ONE
 PLAT REF: 12/309

S 81°23'55" E

590.84'

1683.95'

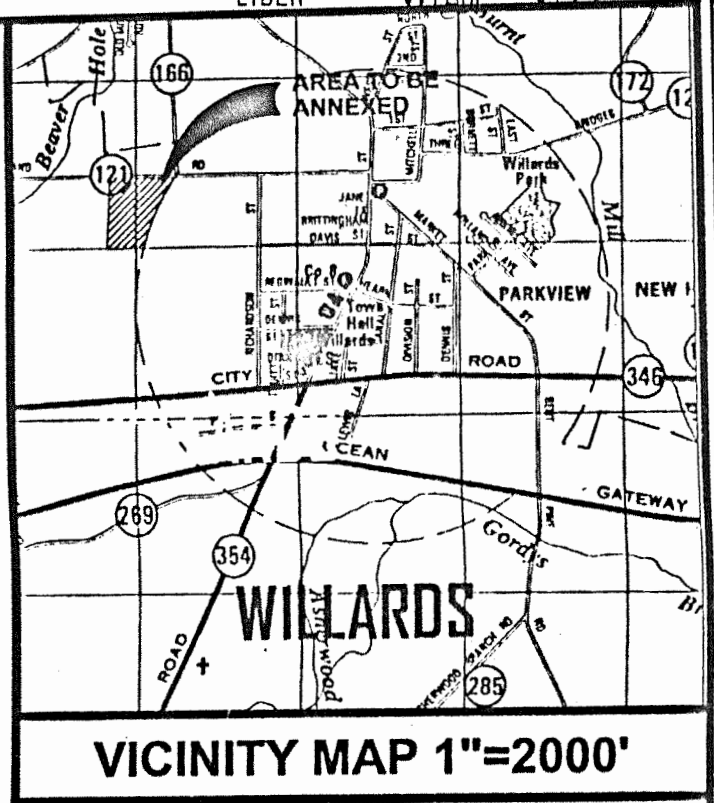
T/

569.95'

S 08°56'01" W

CURVE DATA

TANGENT	665.43'
CHORD	1290.50'
COURSE	S 31-55-41 W
DELTA	28-17-39



PLAT 12/220

LANDS OF
RALPH A. SEATON
TAX MAP 601, PARCEL 317
USE: RESIDENTIAL
DEED REF: 731/418

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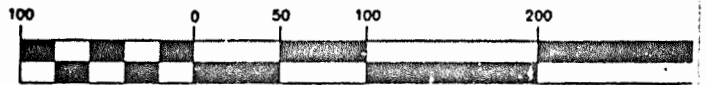
POR
ANN
TOWN
21.

N 12°06'39" E
969.15'

640.73'

CF
US

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

PORTION TO BE ANNEXED INTO TOWN OF WILLARDS 21.95 ACRES

LIBER

3 PAGE 483

TOWN OF WILLARD
TOWN LIMIT LINE

TOTAL AREA 42.15 ACRES

LENGTH=1303.71



LANDS OF
CRAWFORD D. & ETHEL D. RAYNE
TAX MAP 601, PARCEL 298
USE: AGRICULTURAL/RESIDENTIAL
DEED REF: 1738/549

E



OWNER'S CERTIFICATION:

WE, BOARD OF EDUCATION OF WICOMICO COUNTY, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION AND THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

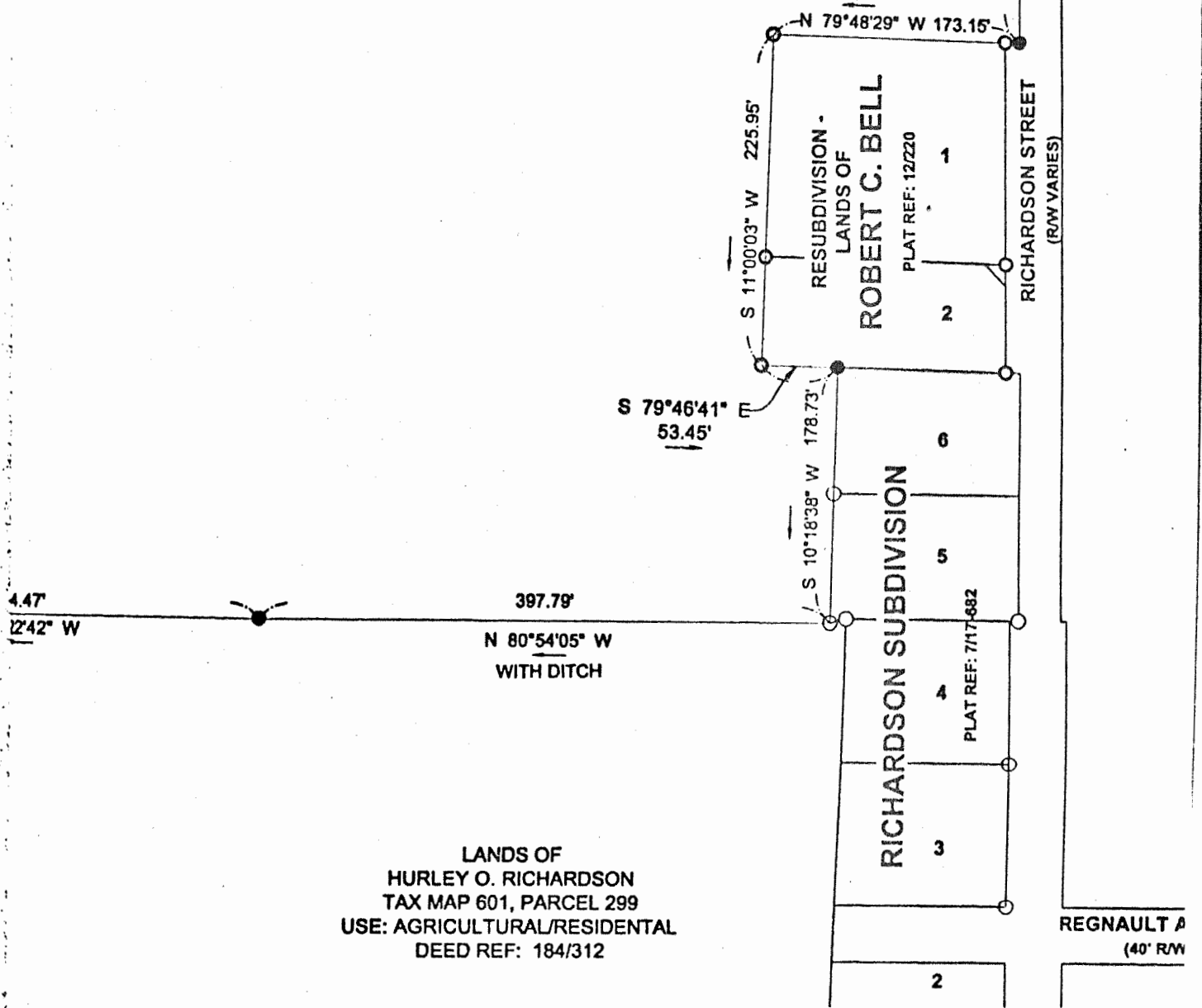
REPRESENTATIVE OF BOARD OF EDUCATION OF WICOMICO COUNTY

DATE

ARDS
IE

LIGEN
PAGE 484

E
with
TA



SURVEYOR'S CERTIFICATION:

I, VAUGHN A. WMBROW, HEREBY CERTIFY THAT THE REQUIREMENTS OF REAL PROPERTY SECTION 3-101 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, TO THE BEST OF OUR KNOWLEDGE.

OWNER OF THE
R DIRECTION,
BE ANNEXED

DATE

VAUGHN A. WMBROW
P.L.S. REG. NO. 243-B

DATE

N/F
E. DEAN W. RICHARDSON
with 1/2 Interest to JANE R. LEWIS
TAX MAP 600, P/O PARCEL 315
USE: AGRICULTURAL
DEED REF: 1602/511

LISER 3 PAGE 485

LEGEND / ABBREVIATIONS

- = FOUND IRON PIPE
- = FOUND IRON ROD
- = SET IRON ROD W/ CAP (243-B)
- P/O = PART OF
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY

SITE DATA:

- 1. OWNER: BOARD OF EDUCATION OF WICOMICO COUNTY
101 LONG AVE.
P.O. BOX 1538
SALISBURY, MD 21801
- 2. SURVEYOR: BECKER MORGAN GROUP, INC.
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
- 3. CURRENT ZONING: AGRICULTURAL/RESIDENTIAL
- 4. DEED REFERENCE: 1851/186
- 5. TAX MAP REFERENCE: TAX MAP 600, PARCEL 315
- 6. PLAT REFERENCE: 12/220 *Wic Co and Records of Wicomico County, Maryland in Liber 2*
Received for Record Aug 16, 2002 and recorded in
- 7. SITE AREA: 42.15 ACRES ± *No. 3, Folios 457*
- 8. FLOOD ZONE: ZONE C, 240082 B MAY 1, 1985 *Mark S. Bowen CI*
- 9. AREA OF ANNEXATION: 21.95 ACRES
- 10. ELECTION DISTRICT: WILLARDS ELECTION DISTRICT

AULT AVENUE
(40' R/W)

NOTES:

- 1. THIS PROPERTY IS LOCATED WITHIN "AYDELOTES" PUBLIC DRAINAGE ASSOCIATION WATERSHED AND IS SUBJECT TO THE CONDITIONS, EASEMENTS AND RESTRICTIONS THEREOF.
- 3. **FLOOD NOTE:**
MAP (FIRM) COMMUNITY PANEL 240082 B, DATED MAY 1, 1985. DESIGNATED BY FEMA AS BEING LANDS OUTSIDE THE 500 YEAR FLOOD. THE LANDS SHOWN HEREON LIE IN FLOOD ZONE "C" ACCORDING TO THE FEDERAL INSURANCE RATE

3-108 OF
OF THIS
EDGE.



LISER 3 PAGE 486

LEGEND / ABBREVIATIONS

- = FOUND IRON PIPE
- = FOUND IRON ROD
- = SET IRON ROD W/ CAP (243-B)
- P/O = PART OF
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY

BOARD OF EDUCATION OF WICOMICO COUNTY
 101 LONG AVE.
 P.O. BOX 1538
 SALISBURY, MD 21801

BECKER MORGAN GROUP, INC.
 312 WEST MAIN STREET, SUITE 300
 SALISBURY, MARYLAND 21801

AGRICULTURAL/RESIDENTIAL

1851/186

TAX MAP 600, PARCEL 315

Received for Record Aug 16, 2002 and recorded in
 12/220 Wicomico Records of Wicomico County, Maryland in Liber 486
 42.15 ACRES ± No. 3 Folios 458 - 486

ZONE C, 240082 B MAY 1, 1985

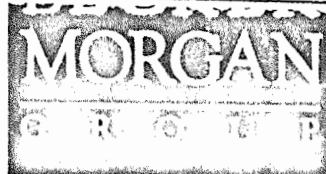
Mark S. Bowin

21.95 ACRES

WILLARDS ELECTION DISTRICT

LOCATED WITHIN "AYDELOTTE'S" PUBLIC DRAINAGE ASSOCIATION WATERSHED AND IS SUBJECT TO
 EASEMENTS AND RESTRICTIONS THEREOF.

PROPERTY PANEL 240082 B, DATED MAY 1, 1985. DESIGNATED BY FEMA AS BEING LANDS OUTSIDE THE 500
 FEET FLOOD ZONE "C" ACCORDING TO THE FEDERAL INSURANCE RATE



**ARCHITECTURE
 ENGINEERING**

Dover

738 S. Governors Ave.
 Dover, DE 19904
 Ph. 302.734.7950
 Fax 302.734.7965

Salisbury

312 West Main St. Suite 300
 Salisbury, MD 21801
 Ph. 410.546.9100
 Fax 410.546.5824

Wilmington

307 A Street
 Wilmington, DE 19801
 Ph. 302.888.2600
 Fax 302.888.2427

www.beckermorgan.com

**ANNEXATION PLAT - TOWN OF WILLARDS
 BOARD OF EDUCATION
 OF WICOMICO COUNTY**

**RICHARDSON STREET & RICHLAND ROAD
 TOWN OF WILLARDS
 WICOMICO COUNTY, MARYLAND**

**ANNEXATION
 PLAT
 LANDS OF
 BOARD OF EDUCATION
 OF WICOMICO COUNTY**

LATEST UPDATE : 10/11/01

BMG: 1999015.01 DRAWN BY: J.M.R.

SCALE: 1" = 100' SHEET

DATE: 10/11/01

ACAD

WICOMICO COUNTY BOARD OF EDUCATION 01/24/2002 01:50:43 PM EST



LIBER 3 PAGE 487
CITY OF FRUITLAND

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

TELEPHONE: 410-548-2800
 FAX: 410-548-4362



THEODORE O. LOKEY, President
 GLORIA J. ORTIZ, Treasurer
 MARK D. MICIOTTO, Councilman
 GREGORY J. OLINDE, Councilman
 MARGARET A. PENNEWELL, Councilwoman
 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.

December 30, 2002

VIA HAND DELIVERY

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

RE: Charter Resolution No. 1-02
 Detachment of Slab Bridge Creek and
 Morris Mill Pond

Dear Mark:

As City Solicitor for the City of Fruitland, Wicomico County, Maryland, and at the direction of Council President Lokey, 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 "Slab Bridge Creek and Morris Mill Pond Detachment" the following documents:

1. Charter Resolution No. 1-02, and
2. The plat entitled " Slab Bridge Creek and Morris Mill Pond Detachment", made by Phillip Parker & Associates, Inc., dated July 26, 2002.

I realize it is not customary to file charter resolutions among the annexation records of your Court, however, this Charter Resolution is in the nature of a de-annexation or detachment, and I believe it properly belongs among those records.

By a copy hereof, a copy of those documents listed as 1 and 2 above have been made available to the local office of the Department of Assessments and Taxation and the County Clerk. The necessary documentation has also been filed with the Department of Legislative

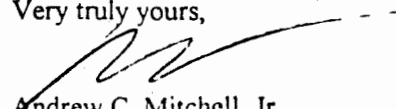
02 DEC 30 PM 2:40

CLERK, WICOMICO CO.

LIBER 3 PAGE 488

Services under separate cover. I understand that there is no charge to the City for this filing.

Very truly yours,



Andrew C. Mitchell, Jr.

ACM, Jr./lk
Enclosures

CC. Wicomico County Office of Maryland State
Department of Assessments and Taxation w/enclosures
BY HAND
Wicomico County Clerk BY HAND

My Documents Fruitland\ DetachmtCharterRes. Bowen Ltr.

LIBER 3 PAGE 489
CITY OF FRUITLAND
CHARTER RESOLUTION NO. 1-02

CHARTER AMENDMENT TO ARTICLE I, SECTION FC1-2,
AS AMENDED BY CHARTER RESOLUTION 2-94

A RESOLUTION TO AMEND ARTICLE I, SECTION FC1-2 OF THE FRUITLAND CITY CHARTER, ENTITLED CITY BOUNDARIES BY DETACHING CERTAIN LANDS FROM THE CITY. THE PURPOSE OF THIS AMENDMENT IS TO DETACH THE PORTIONS OF SLAB BRIDGE CREEK AND MORRIS MILL POND AND CERTAIN RELATED AND CONTIGUOUS LAND FROM THE CITY. SAID LAND IS A PORTION OF THAT LAND WHICH WAS ANNEXED TO THE CITY IN ANNEXATION RESOLUTION 1-88 KNOWN AS THE NORTH DIVISION/SLAB BRIDGE CREEK ANNEXATION.

BE IT RESOLVED, ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, MARYLAND under and by virtue of provisions of Article XIE of the Constitution of Maryland, and of Sections 12 and 13 of Article 23A of the Maryland Annotated Code of 1957, as amended, that Article I and its Section FC1-2, as amended by Charter Resolution 2-94 of the Charter of the City of Fruitland, be and the same is hereby amended by the detachment of certain lands setout below from the City and the reformation of the City's boundaries to reflect the detachment, as follows:

THE LAND TO BE DETACHED HEREBY

A portion of all that certain land which was formerly annexed to the City of Fruitland effective May 31, 1988, as a portion of Annexation Resolution 1-88, known as the North Division/Slab Bridge Creek Annexation and more particularly described as follows:

BEGINNING for the same at a point on the southeasterly line of the City of Fruitland and on the northerly line of Morris Mill Pond, sometimes known as Slab Bridge Creek, at the southwesterly corner of property now of, or formerly that of, Mary M. Davis, *et al.*, and running; thence (1) by and with the northerly line of Morris Mill Pond in a northeasterly direction to land owned by the City of Fruitland; thence (2) by and with the line of the said City of Fruitland property and the northerly line of Morris Mill Pond to the property now, or formerly, owned by Ronald Hamblin, *et ux.*; thence (3) by and with the

line of the said Hamblin property to the property now, or formerly, owned by Lawrence A. Preller; thence (4) along the line of the Preller property and the northerly line of Morris Mill Pond to the southwesterly corner of the Meadowbrook property; thence (5) continuing along the northeasterly line of Morris Mill Pond South 84 degrees 46 minutes 00 seconds West, to a point; thence (6) North 85 degrees 31 minutes 59 seconds West, to the ^{South} ~~northerly~~ line of Morris Mill Pond; thence (7) by and with the easterly line of Morris Mill Pond in a general southwesterly direction to the Fruitland City line as it was before the adoption of Annexation Resolution 1-88; thence (8) by and with the Fruitland City line across Morris Mill Pond in a northerly direction to the place of beginning, and as depicted on that De-Annexation Plat made by Philip Parker & Associates, Inc., dated July 26, 2002.

AND BE IT FURTHER RESOLVED, ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, MARYLAND that this Charter Amendment shall take effect fifty (50) days from the date of passage hereof, provided that the exact text or a fair summary of the proposed Amendment be published in a newspaper of general circulation in Fruitland, Maryland, not less than four (4) times at weekly intervals within forty (40) days after adoption of this Resolution.

The foregoing Resolution having been introduced at the City Council meeting on July 9, 2002, for first reading and adopted at the City Council Meeting on August 13, 2002, having been advertised for a Public Hearing and a Public Hearing thereon having been held in the meantime.

ATTEST:

Richard M. Pollitt, Jr.
Richard M. Pollitt, Jr., City Clerk

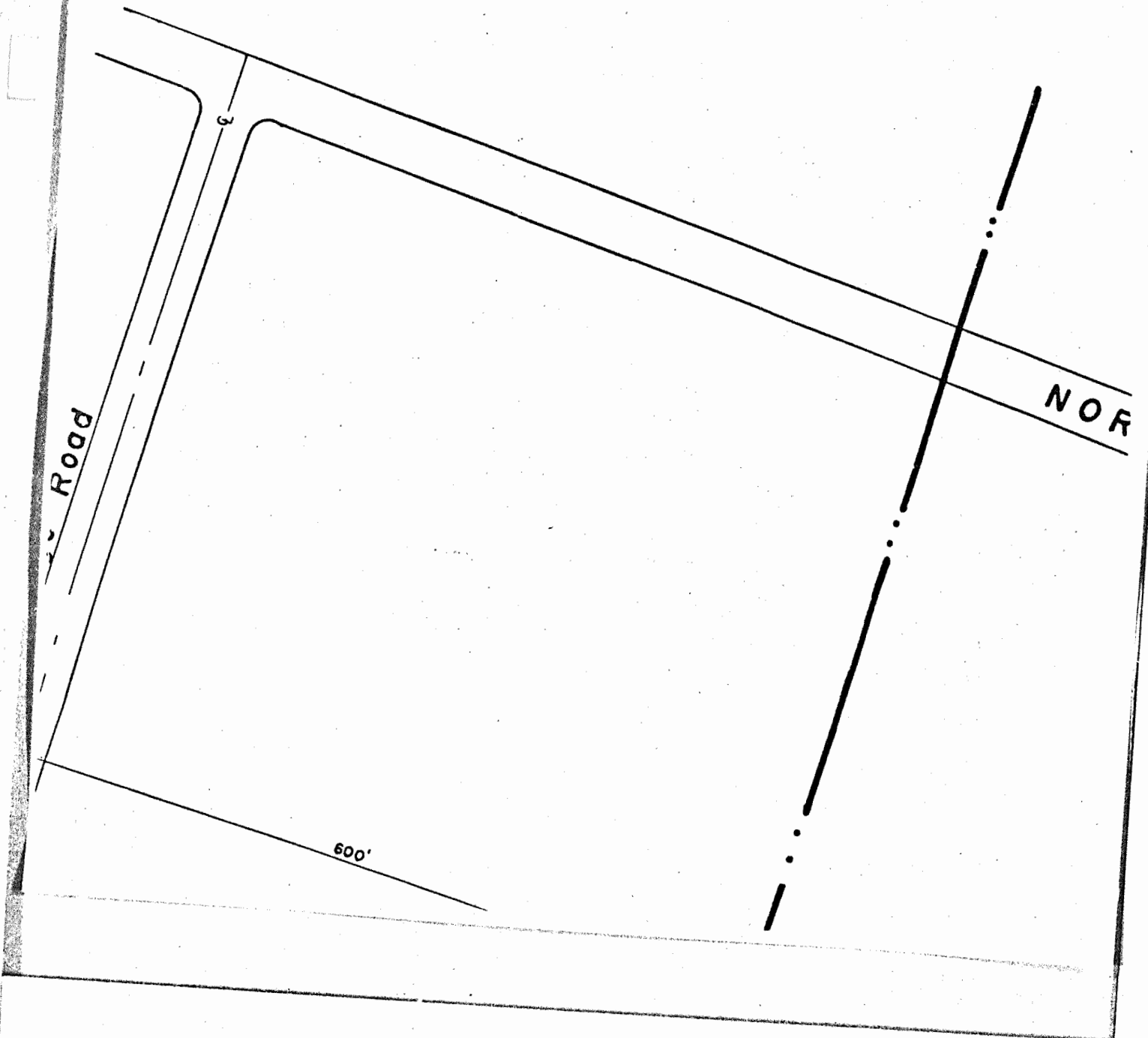
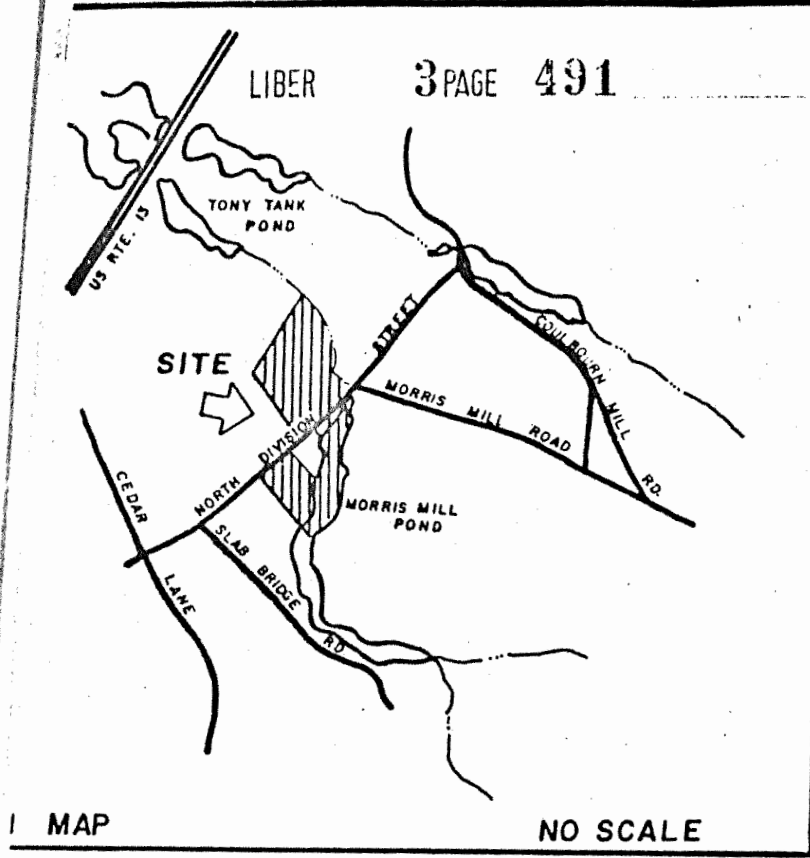
Theodore O. Lokey
Theodore O. Lokey, Council President

Council Member

J. R. Rain
Council Member

R. M. Lewis
Council Member

John W. Henry
Council Member

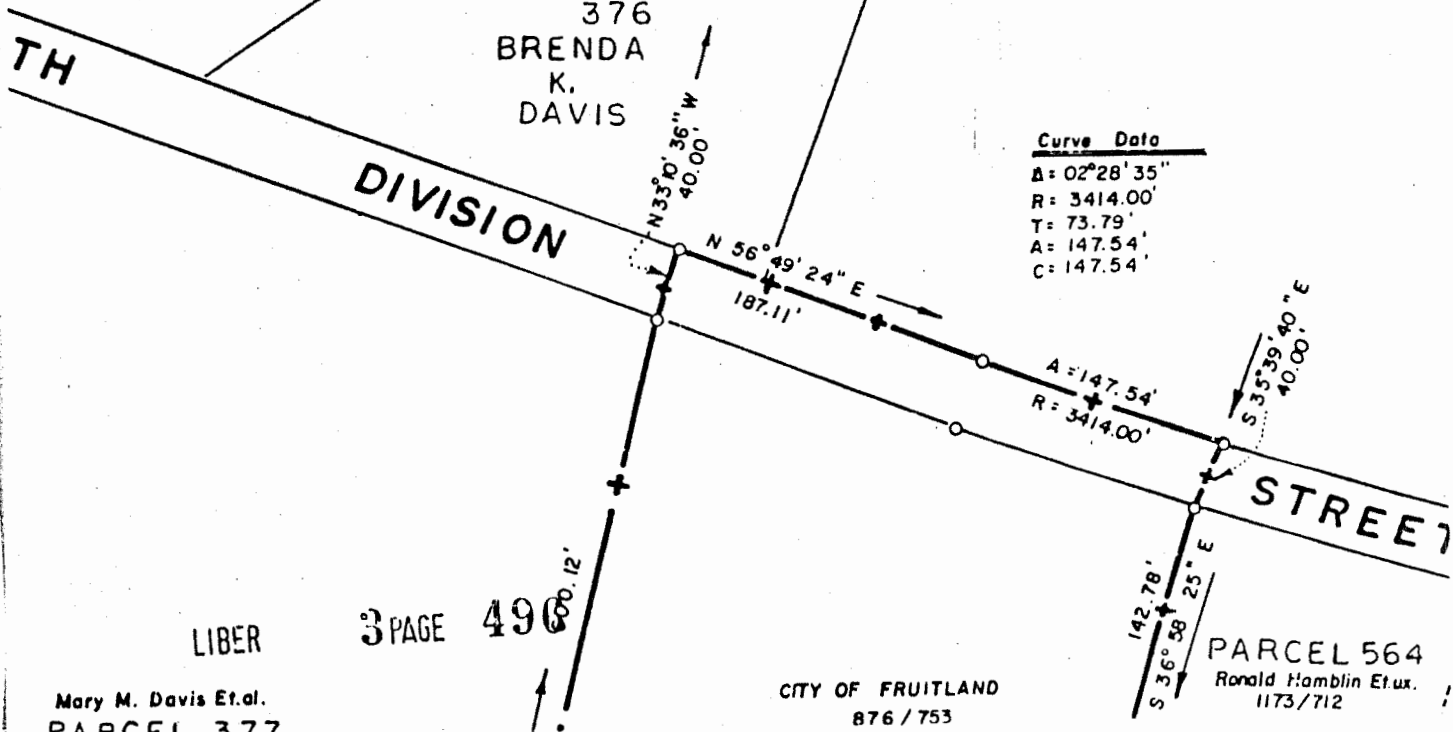


LIBER 3 PAGE 492

KENNETH A. MILLS
PARCEL 375
1767/383

WICOMICO CO.
LOT 1
PART OF PARCEL
376
BRENDA
K. DAVIS

KENNETH A MILL
PARCEL 376
1807/751



LIBER 3 PAGE 490

Mary M. Davis Et.al.
PARCEL 377

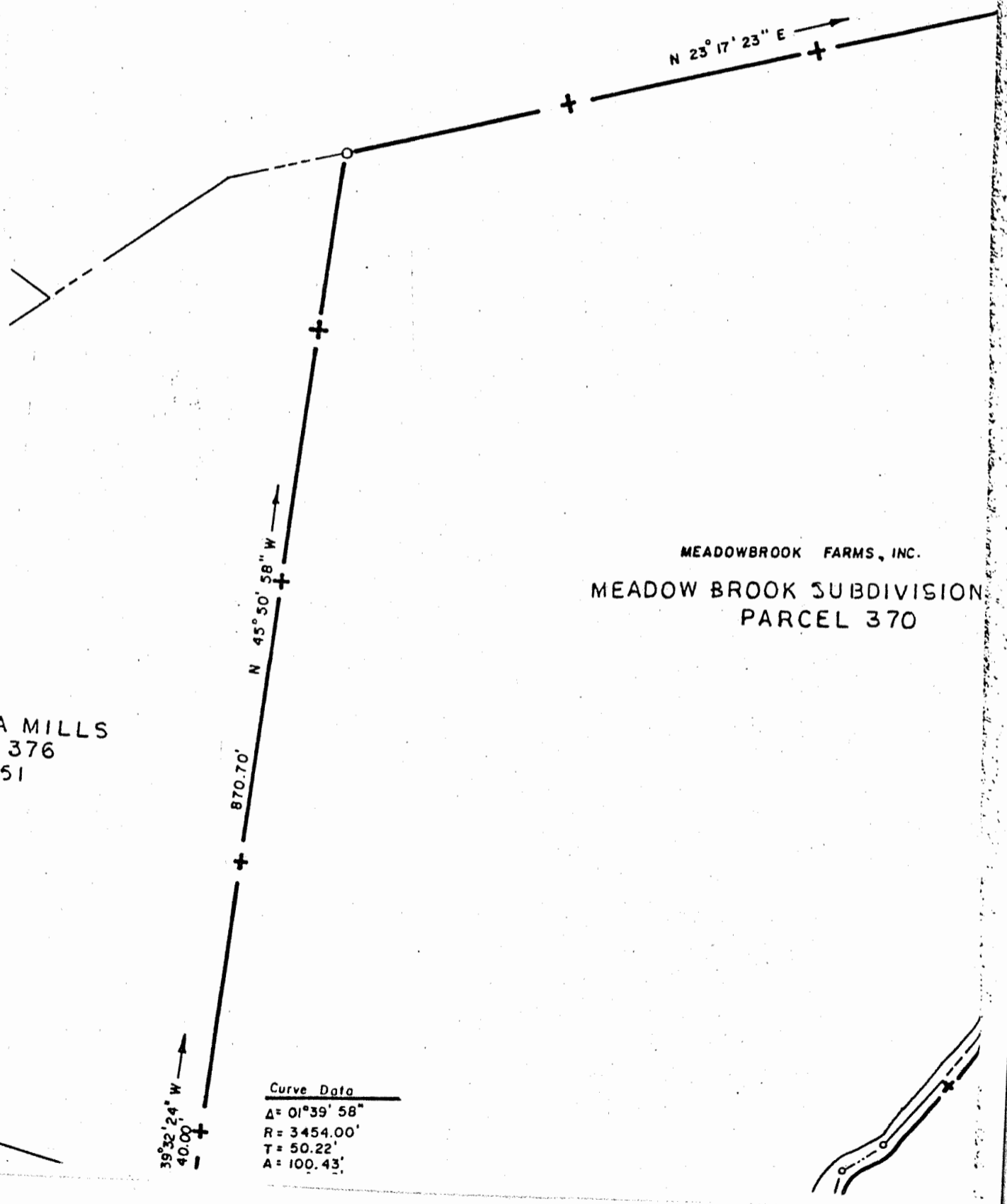
CITY OF FRUITLAND
876/753

PARCEL 564
Ronald Hamblin Et.ux.
1173/712

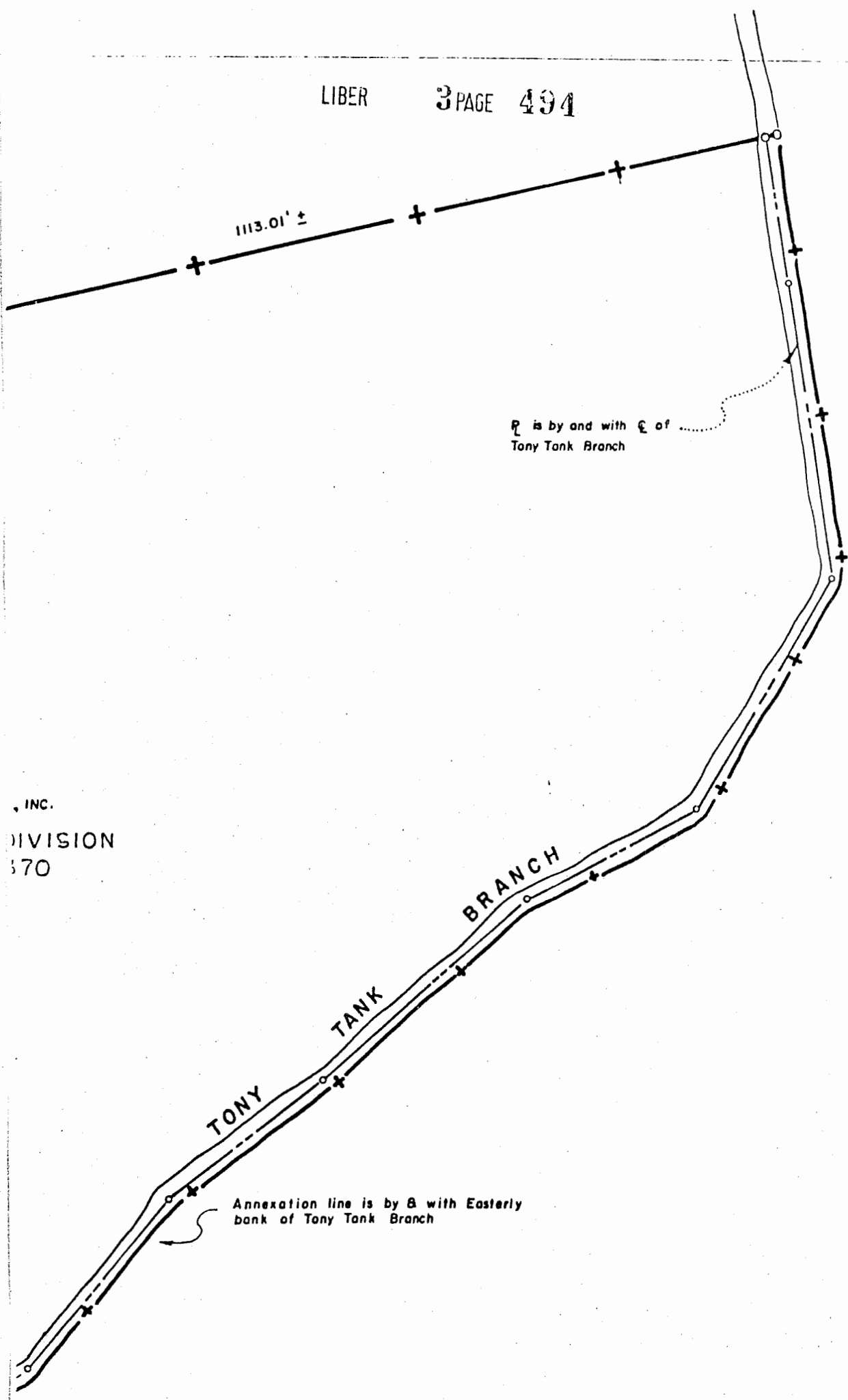
LIBER 3 PAGE 493
PHILIP M PERDUE
ET. AL.
PARCEL 369

MEADOWBROOK FARMS, INC.
MEADOW BROOK SUBDIVISION
PARCEL 370

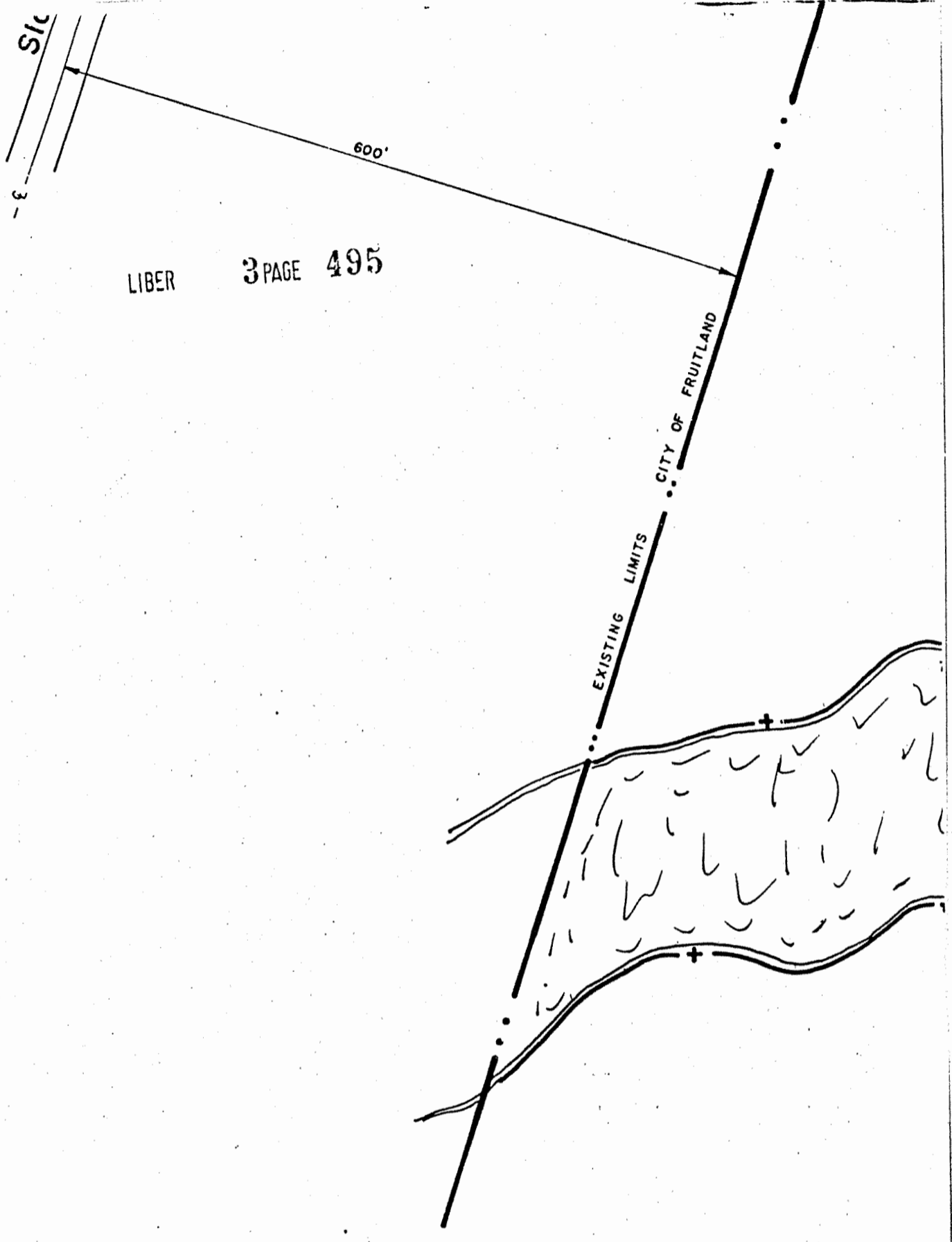
A MILLS
376
751



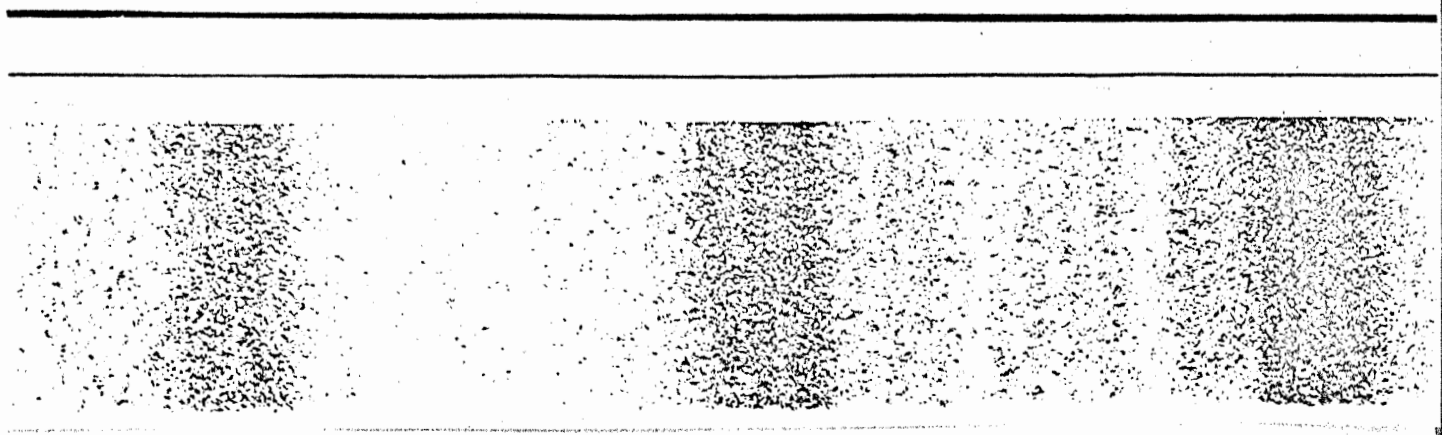
LIBER 3 PAGE 494



INC.
DIVISION
370



LIBER 3 PAGE 495



LIBER

3 PAGE 496

Mary M. Davis Et.al.
PARCEL 377
1790 / 560

CITY OF FRUITLAND
876 / 753
PARCEL 349
CITY OF FRUITLAND

N 40° 10' 36" W

80.12'

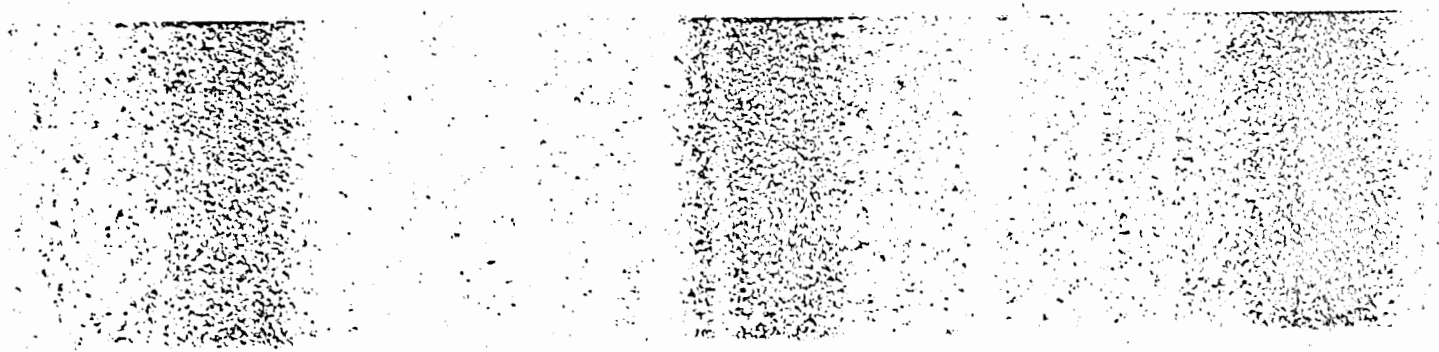
710' ±

MORRIS MILL
DEANNEXATION
AREA OF F
AC
2,500' ±

PAULINI
PARC
1233

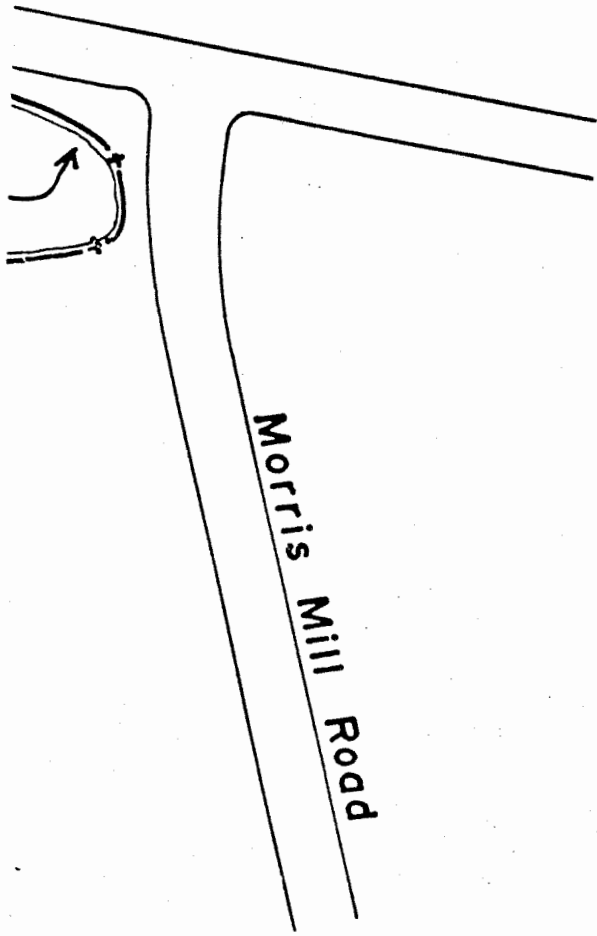
NORMAN F. & IVA M.
GRAVENOR
PARCEL
472
EST. 6141

Graphic Scale



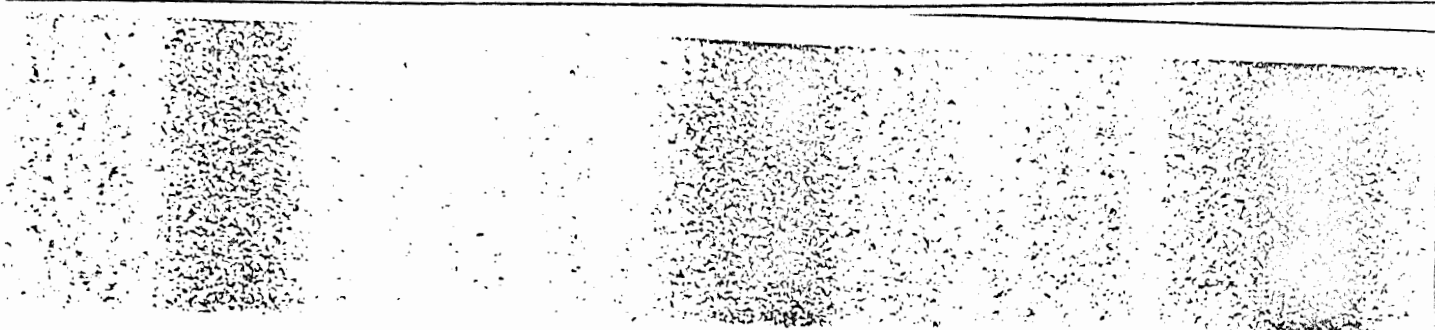
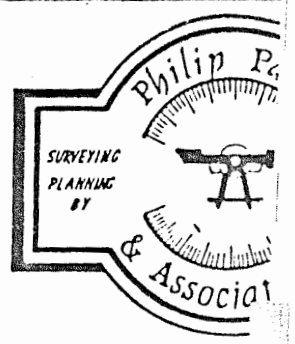
LIBER 3 PAGE 498

... LINE IS BY B WITH E OF CULVERT
60' ±

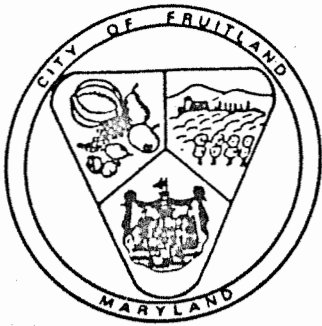


Received for Record *Dec 30 2002* and recorded in the
 records of Wicomico County, Maryland in Liber M.S.#
 No. *3*, Folios *487-498*
Marked Bowen Clerk

TITLE <i>Slab Bridge Creek and Morris Mill Pond Detachment</i>		
LOCATION Fruitland Election District, Wicomico Co. MD		
SCALE 1" = 100'	DATE 7/26/02	TAX MAP 48 & 803
JOB NO. 1440	DRAWN BY MAR	PARCEL —



LIBER 3 PAGE 499
CITY OF FRUITLAND



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

TELEPHONE: 410-548-2800
FAX: 410-548-4362



THEODORE O. LOKEY, President
GLORIA J. ORTIZ, Treasurer
MARK D. MICIOTTO, Councilman
GREGORY J. OLINDE, Councilman
MARGARET A. PENNEWELL, Councilwoman
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.

December 30, 2002

VIA HAND DELIVERY

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

RE: Hunt Club South Annexation

Dear Mark:

As City Solicitor for the City of Fruitland, Wicomico County, Maryland, and at the direction of Council President Lokey, 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 "Hunt Club South Annexation" the following documents:

1. Amended Annexation Resolution No. 1-2002 to which is attached the Annexation Agreement dated July 9, 2002, and Exhibit A, a written description of the annexed land.
2. The plat entitled "Annexation Survey of Hunt Club South for Annexation to the City of Fruitland", made by Phillip Parker & Associates, Inc., dated April 1, 2002, with July 1 and October 25, 2002, revisions. Please note that the October revisions were requested by the City Solicitor to make the annexation plat easier to read and fully complies with the Exhibit A description on which the vote was taken.

By a copy hereof, a copy of those documents listed as 1 and 2 above have been made available to the local office of the Department of Assessments and Taxation and the County Clerk. The necessary documentation has also been filed with the Department of Legislative Services under separate cover. I understand that there is no charge to the City for this filing.

FILED
02 DEC 30 PM 2:40

CLERK, WICOMICO CO.

LIBER 3 PAGE 500

Very truly yours,


Andrew C. Mitchell, Jr.

ACM, Jr./lk
Enclosures

CC: Wicomico County Office of Maryland State
Department of Assessments and Taxation w/enclosures
BY HAND
Wicomico County Clerk BY HAND

My Documents Fruitland\HuntClub SouthAnnexation - Bowen Ltr.