

07/15/2002 13:10

4105484362
4105484362

RICHARD M POLLITT JR

PAGE 01

LIBER 3 PAGE 501
ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 9th day of July, 2002, by and between A. KENNETH MILLS, hereinafter referred to as "Petitioner", and the CITY OF FRUITLAND, a body politic and corporate of the State of Maryland, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Petitioner is the owner of 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, Petitioner has petitioned the City to annex that portion of the tract or parcel of land, which is not currently within the City, into the City limits of the City of Fruitland, the said property being more particularly described in Exhibit A, attached hereto and made a part hereof; and depicted on that plat made by Philip Parker & Associates, Inc., dated July 1, 2002, and entitled "Annexation Survey of Hunt Club South for Annexation to the City of Fruitland"; and

WHEREAS, when the said Petition was introduced and accepted at the regularly scheduled meeting of the City Council of the City of Fruitland on March 12, 2002, the Council expressed a desire to consider the annexation; and

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

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

| | | | |
|-------------------|---------------|---------|----------------|
| Post-It® Fax Note | 7871 | Date | # of pages ▶ 2 |
| To | ANDY MITCHELL | From | RCK POLLITT |
| Co./Dept. | | Co. | |
| Phone # | | Phone # | |
| Fax # | 501-1207 | Fax # | |

LIBER 3 PAGE 502

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 for passage a Resolution for the proposed annexation of the subject parcel contingent upon and subject to compliance with the conditions of this Agreement

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

3. As used herein the term *Property* shall mean that property which is owned by the Petitioner and unless the context commands differently, shall mean only that portion of Petitioner's land in the vicinity of the Hunt Club South Annexation and not already in the City.

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

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

6. It is understood and agreed by the parties hereto that Petitioner shall be responsible for said annexation costs actually incurred, as set out in Paragraph 2, whether or not said annexation is approved by the City at large; it being understood by Petitioner that the City does not in any way guarantee said annexation. Furthermore, Petitioner understands and agrees that should he

LIBER 3 PAGE 503

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

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

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

9. Petitioner shall, however, be charged all ordinary and standard user fees including, but not limited to those for water and sewer, front foot assessments for water and sewer, tap fees, garbage fees, impact fees and building permits. The front footage assessment shall be determined and computed in the ordinary manner.

LIBER PAGE 504

9A. Petitioner has presented a Concept Plan for a Mixed Use Planned Residential Development to be known as "Hunt Club South", which provides for both single family and townhouse development. Petitioner shall develop the Property in conjunction with a small portion of said property which is already in the City in substantially the manner depicted on the aforesaid Sketch Plan dated September 18, 2001, and made by Philip Parker & Associates, Inc.

9B. Petitioner and City acknowledge that the property to be developed does not currently qualify for an extension of sewer and water utility services by the City pursuant to the Citizen's Advisory Report referenced in Paragraph Number 7 above and that they further acknowledged that the City is currently in the construction phase of an expanded and upgraded Wastewater Treatment Plant, which would make service to this development available at its completion. Developer, however, desires to begin construction of some lots as soon as reasonably possible and City desires to bring in this property and have such development begin as soon as reasonably possible. Petitioner is the owner of a number of vacant properties within the City which are currently serviced by water and sewer lines and therefore eligible for building permits. City and Petitioner have agreed that Petitioner will not seek to build on any of his properties currently within the City on Warrior Avenue, Camden Avenue and on Clyde Avenue until such time as the Wastewater Treatment Plant currently under construction is completed and on line. This prohibition shall run with the land and thereby apply to Petitioner, his heirs, successors and assigns. In consideration of that promise, City will permit Petitioner to develop Lots 1-10 Block A and Lots 1-11 Block B within the development as currently depicted on the Concept Plan for Hunt Club South previously referenced, and all fees and charges as set forth in Paragraph Number 9 above shall apply. All charges set forth in Paragraph Number 9 shall also apply, to the extent applicable, to those lots of Petitioner located within the City on Warrior Avenue, Camden

LIBER 3 PAGE 505

Avenue and Clyde Avenue, notwithstanding the fact that they cannot be developed at this time. At such time as the lots of Petitioner on Clyde Avenue, Camden Avenue and Warrior Avenue are eligible for development, they will be treated as pre-existing lots as defined by the Fruitland Impact Fee Ordinance as it may then read.

9C. Petitioner and City acknowledge that North Division Street as it is currently constituted binding upon the South side of the property to be annexed is in part the property of the City of Fruitland and in part the property of the County of Wicomico. In the event that the City should desire to annex portions of that street which are currently within the County, Petitioner shall include the same within the annexation plat at no charge to City.

9D. It is acknowledged that the annexation proposed by Petitioner may involve an enclave of County property within the City. The annexation may create one enclave and eliminate or lessen another. City and Petitioner will use their best efforts to avoid legal problems attendant to such an enclave and to the extent necessary City will consider attempting to relinquish its rights in certain stream and stream beds by a Charter Resolution to detach such properties from City in order to accomplish this annexation. If necessary, it will seek to detach or annex certain roadways to accomplish this annexation. This process shall be at Petitioner's expense.

9E. Nothing contained herein shall eliminate a requirement that Petitioner enter into a Public Works Agreement and post bond or suitable substitute with City for construction and payment of various public works and utilities as would otherwise be required of the developer of the proposed development.

LIBER 3 PAGE 506

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

11. Upon annexation the Property will be zoned R-3 Townhouse and Apartment Residential District.

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

13. This Agreement is the acknowledgement and ratification of negotiations and dealings between the parties initiated prior to the original Petition for Annexation acted upon by the Fruitland City Council on March 12, 2002, and the parties hereto agree, ratify and acknowledge that there have been expenses incurred by the City of Fruitland in the preparation for and in the various aspects of the annexation, heretofore, which said costs, expenses and fees are to be considered a part of those enumerated in Paragraphs 2, 6, 8 and 9D. and elsewhere.

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

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

IN WITNESS WHEREOF, we hereby sign our names and seals this 9th day of July, 2002.

07/15/2022 13:10

4105484362

RICHARD M POLLITT JR

PAGE 07

WITNESS:

LIBER

3 PAGE 507

Richard M. Pollitt Jr

A. Kenneth Mills (SEAL)
A. Kenneth Mills

ATTEST:

CITY COUNCIL OF 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 15th day of July, 2002, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared A. Kenneth Mills, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

Christine Bradford
Notary Public

My Commission Expires:

12-1-2003

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of July, 2002, 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 M. Pollitt Jr
Notary Public

My Commission Expires:

3/1/03



1/Fruitland/Mills..Hunt Club Annex. Ag.

LIBER ^{3 PAGE} ~~508~~
AMENDED
ANNEXATION RESOLUTION NO. 1 - 2002

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 Northwesterly Corporate Limits of the City of Fruitland, popularly known as the "Hunt Club South Annexation" bounded on the North and West by the lands of the Milford G. Perdue Trust, on the South by the lands of Mary and Troy Davis and North Division Street, and on the East by the Corporate Limits of the City of Fruitland.

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

WHEREAS, the City of Fruitland has caused to be made a certification of the signature of the authorized agent on said petition for annexation and has verified that the persons signing the petition represents at least twenty-five percent (25%) of the persons who are eligible voters, residing with the area sought to be annexed, there being none, and property owners of at least twenty-five (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 12th day of March, 2002, as will more particularly appear by the certification of Theodore O. Lokey, President of the City Council, attached hereto; and

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

LIBER 3 PAGE 509

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

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions as set forth in an Annexation Agreement dated July 9, 2002, 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 at 7:45 p.m. on Tuesday, the 10th day of September, 2002, 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 City 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

LIBER 3 PAGE 510

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

The above Resolution was introduced and read and passed at the regular meeting of the City Council of the City of Fruitland held on the 12th day of March, 2002, and a public hearing date was set for May 14th, but was not held nor advertised and therefore the Amended Resolution was given first reading at the City Council's regular, scheduled meeting on July 9, 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 10th day of September, 2002.

ATTEST:

Theodore O. Lokey, Council President

Council Members

LIBER 3 PAGE 511

| | | |
|-------------------------|---|---------------------------|
| IN THE MATTER OF THE | * | BEFORE THE CITY COUNCIL |
| PETITION FOR ANNEXATION | * | OF THE CITY OF FRUITLAND |
| OF HUNT CLUB SOUTH | * | WICOMICO COUNTY, MARYLAND |
| FOR A. KENNETH MILLS | * | |

* * * * *

EXHIBIT A

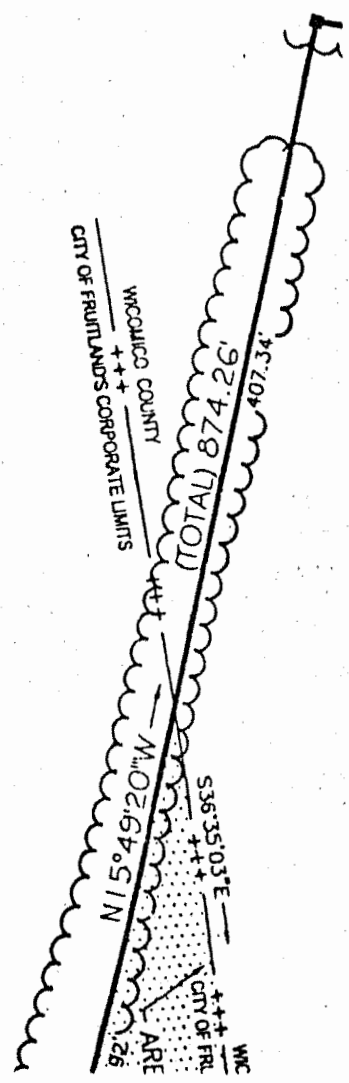
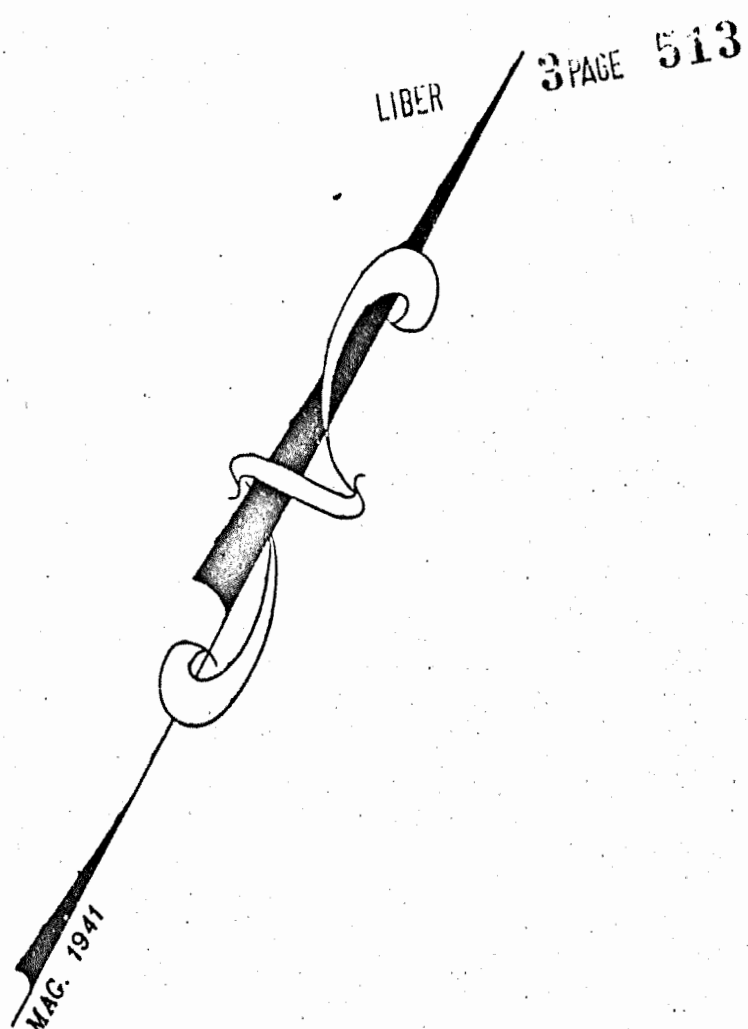
All that certain lot or parcel of land located contiguous to the Northwesterly Corporate Limits of the City of Fruitland, bounded on the North and West by the lands of the Milford G. Perdue Trust, on the South of the lands of Mary A. Davis and Troy A. Davis and by North Division Street, and on the East by the Corporate Limits of the City of Fruitland, at its Meadowbrook Subdivision, and as more particularly depicted on that plat entitled "Annexation Survey OF Hunt Club South For Annexation To The City Of Fruitland" made by Philip Parker & Associates, Inc., dated April 1, 2002 , and excluding Lot 1, Parcel 376, as shown thereon, and as more particularly described as follows:

Beginning for the outlines of the same at an iron pipe in ground on the Northerly line of North Division Street at the South West corner of the lands of Mary M. Davis and Troy Alfred Davis; Thence South 56 degrees, 49 minutes, 24 seconds West, a distance of 262.69 feet to a point in the existing boundary line of the City; thence North 36 degrees, 35 minutes, 03 seconds West, a distance of 446.45 feet to a point; thence North 15 degrees, 49 minutes, 20 seconds West, a distance of 407.34 feet to a concrete monument; thence North 70 degrees, 55 minutes, 07 seconds East, a distance of 671.65 feet to a concrete monument; thence North 02 degrees, 39 minutes, 34 seconds East a distance of 182.08 feet to an iron pipe; thence North 23 degrees, 37 minutes, 21 seconds East, a distance of 95 feet to an iron

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pipe; thence South 45 degrees, 50 minutes, 59 seconds East, a distance 870.70 feet to an iron pipe; thence along the Northerly line of North Division Street in a Westerly direction on a curve with a Radius of 3414.00 feet and an arc of 379.64 feet to a concrete monument; thence South 56 degrees, 49 minutes, 24 seconds West, a distance of 121.79 feet to a point; thence North 33 degrees, 41 minutes, 17 seconds West, a distance of 267.04 feet to an iron pipe; thence North 82 degrees, 47 minutes, 38 seconds West, a distance of 125.50 feet to an iron pipe; thence South 02 degrees, 37 minutes, 21 seconds West, a distance of 429.48 feet to an iron pipe; thence along the same line and direction another 18.49 feet the point of beginning, being in all respects the same property conveyed unto the said A. Kenneth Mills by deed dated August 24, 2000 from David H. Lowe and Lexine D. Lowe, Personal Representatives of the Estate of Hermus W. Lowe and recorded among the Land Records of Wicomico County, Maryland, in Liber 1767, Folio 383, and the land conveyed unto the said A. Kenneth Mills by deed dated April 2, 2001, from Brenda K. Davis and recorded among the Land Records aforesaid in Liber 1807, Folio 751;

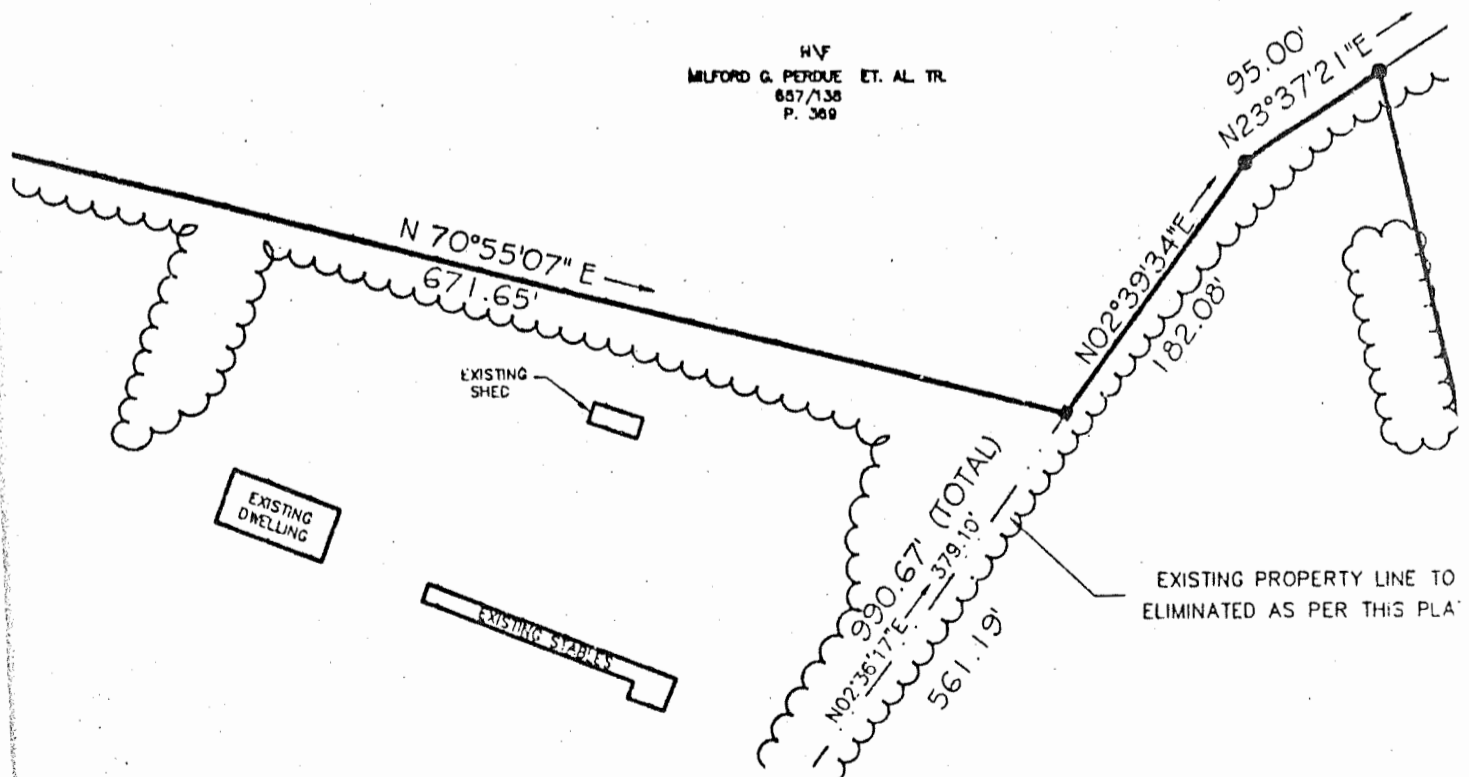
And in addition thereto, so much of the said North Division Street as is not already within the City and which is between the existing City boundary line and a line extending from the afore-referenced point of beginning in a generally Southerly direction perpendicular to the road bed of North Division Street to the Southern line of same.



MVF
MILFORD G. PERDUE ET. AL TR.
657/138
P. 368

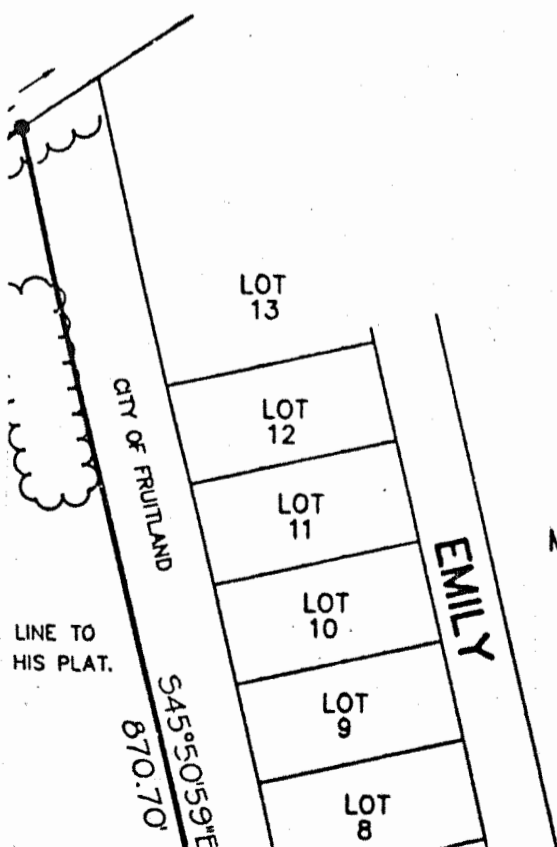
LIBER 3 PAGE 514

HVF
MILFORD G. PERDUE ET. AL. TR.
657/138
P. 389

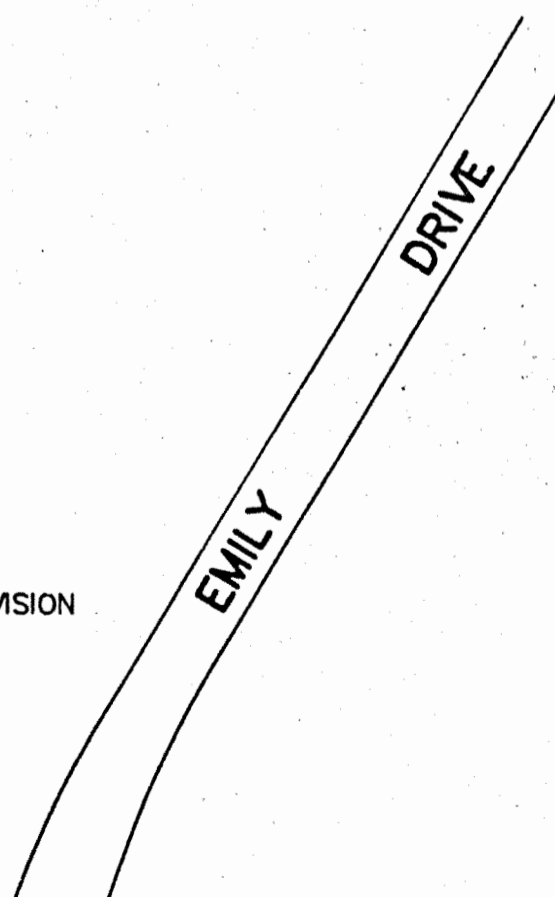


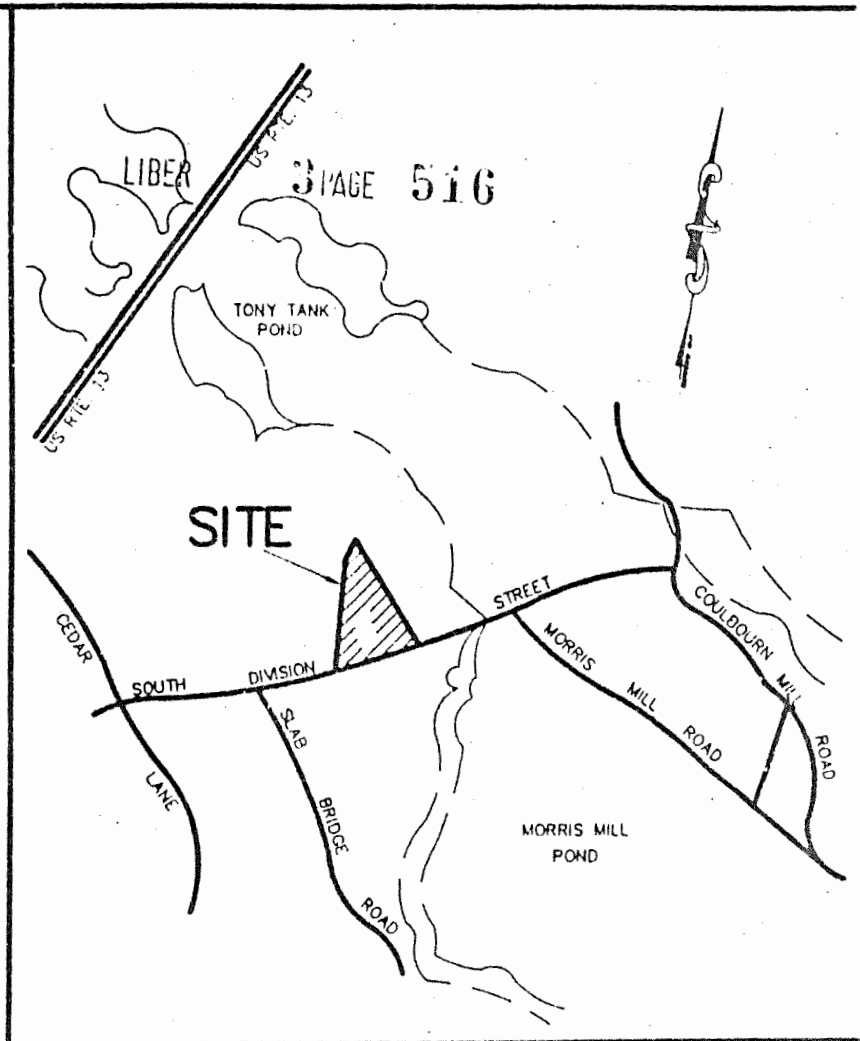
TOTAL AREA OF SITE = 17.20 ACRES
 — AREA WITHIN CITY LIMITS = 0.85 ACRES
 AREA TO BE ANNEXED = 18.35 ACRES

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MEADOWBROOK SUBDIVISION
MEADOWBROOK FARMS, INC.
P.370



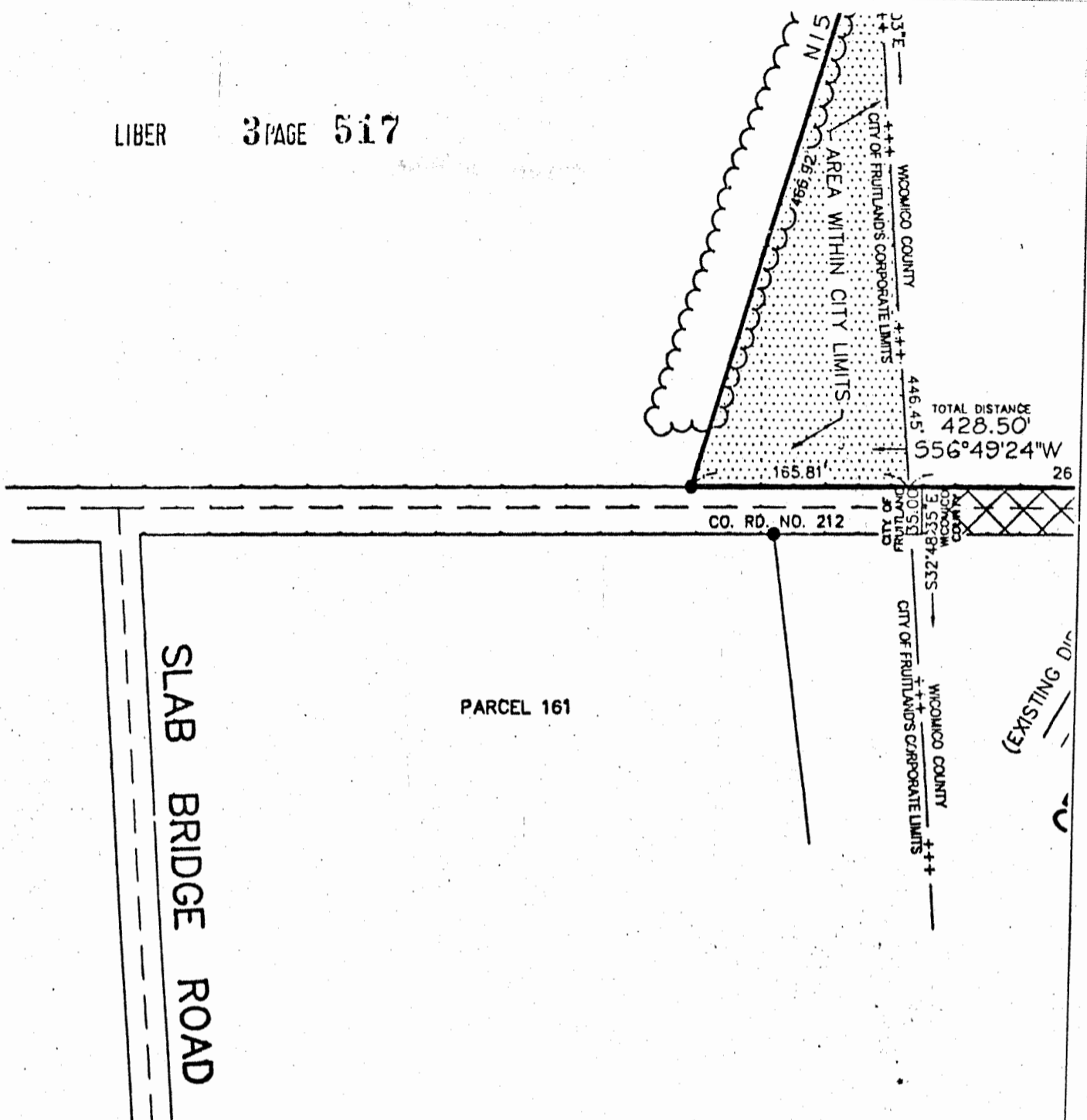


PAGE 516

SITE

VICINITY MAP—NOT TO SCALE

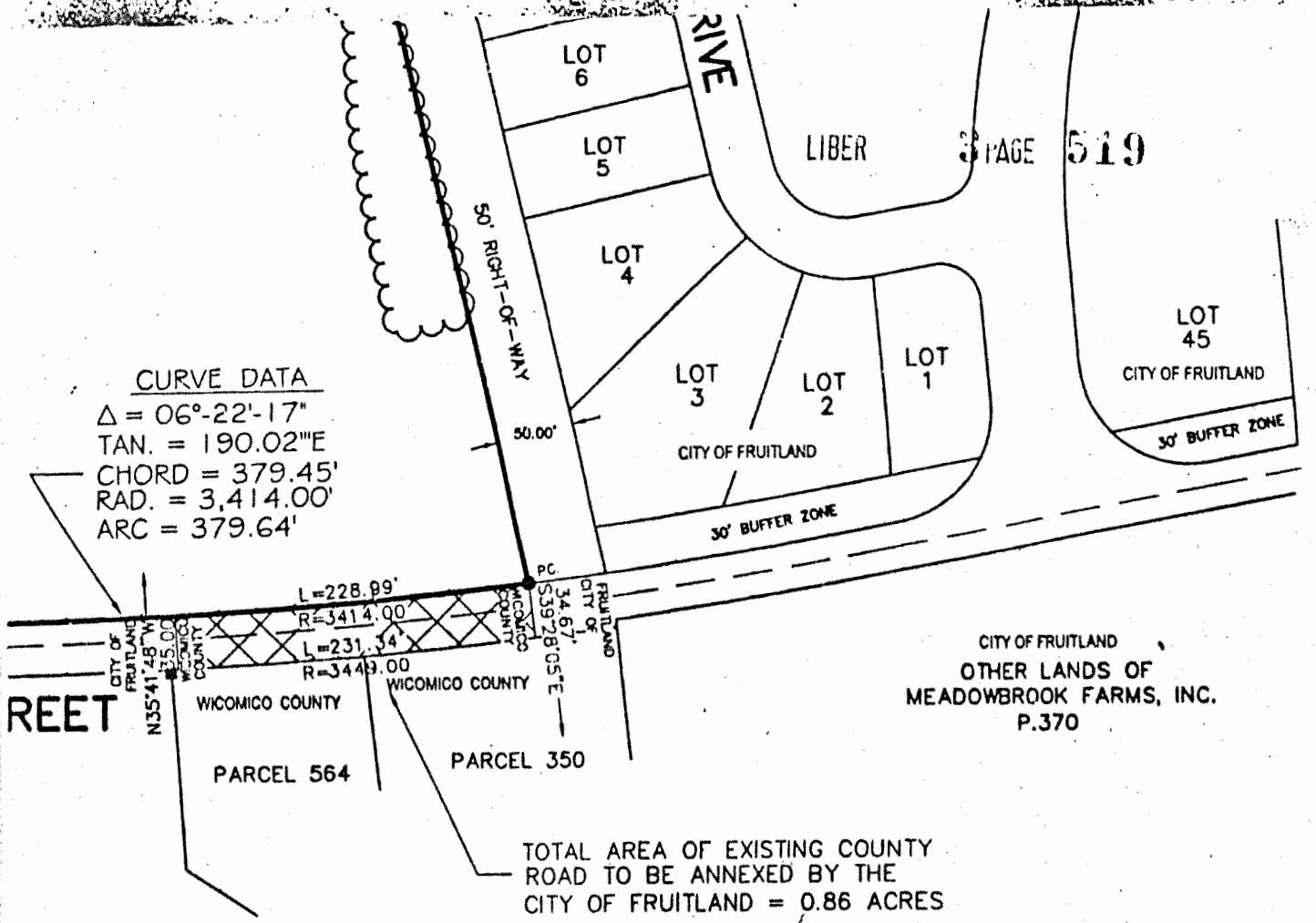
LIBER 3 PAGE 517



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



TOTAL AREA OF EXISTING COUNTY ROAD TO BE ANNEXED BY THE CITY OF FRUITLAND = 1.41 ACRES

| LEGEND | |
|-----------|--|
| ⊙ | = INDICATES IRON PIPE PLACED |
| ■ | = INDICATES CONCRETE MONUMENT FOUND |
| □ | = INDICATES CONCRETE MONUMENT PLACED |
| ● | = INDICATES IRON PIPE FOUND |
| ~~~~~ | = INDICATES EXISTING TREELINES |
| ▣ | = INDICATES ROAD ANNEXATION |
| ---+++--- | = CITY OF FRUITLAND'S CORPORATE LIMITS |

| REVISIONS | |
|------------------------|--------|
| DATE | INIT. |
| 07/01/02 | C.L.T. |
| 10/25/02 | M.T.P. |
| | |
| | |
| | |
| DWG. \S1440\ANNEXATION | JOB |

S

LOC

SCAL

LIBER PAGE 520

GENERAL NOTES

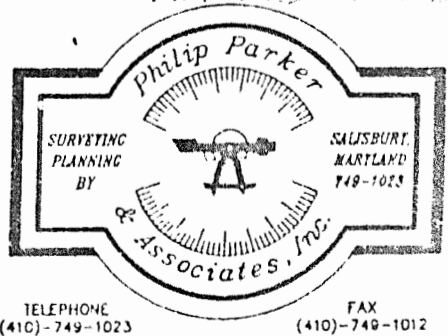
- 1) The property shown hereon is currently owned by:
A. Kenneth Mills
307 North Camden Ave., Fruitland, Maryland
- 2) Deed reference: 1790/560
- 3) Plat reference: 236/2
- 4) Total number of parcels = 1
- 5) Total area of parcel = 16.35 acres
- 6) The present zoning of this property is: R-15
- 7) This property is shown on F.I.R.M. Community Panel #240078 0037 (Panel 37 of 55), dated 9/28/84, as being in Flood Zone C, And Flood Zone A5, 100 Year Flood Plain Elev.= 15
- 8) No permanent building or structure shall be permitted within area designated as sewage disposal area as shown on this plat.
- 9) No building or structure shall be located within thirty feet of designated well site(s).
- 10) Sewage disposal system(s) must be located at highest elevation of sewage reserve area(s).
- 11) Maximum trench depth restriction applies to depth from original undisturbed grade.
- 12) Lift pump systems may be required.
- 13) The following note is a standard note required by the Wicomico County Department of Public Works on all subdivision plats: These lots may be susceptible to periodic localized storm water drainage problems. Lot owners are encouraged to prepare the site and construct structures so as to minimize the impact of these potential storm water drainage problems.
- 14) This property is located within G.P.R. Management Zone A.
- 15) All future construction shall conform to the City of Fruitland Code in effect at the time of construction.

Accepted for Record Dec. 30, 2002 and recorded in the Liber 3, Folio 499-520

ANNEXATION SURVEY OF HUNT CLUB
TRAIL FOR ANNEXATION TO THE CITY
OF FRUITLAND

FRUITLAND ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

| | | | | |
|-----------|----------|---------|---------|-----|
| 1" = 100' | DATE | 4/01/02 | TAX MAP | 803 |
| S1440 | DRAWN BY | M.T.P. | PARCEL | --- |



FOR CORRECTED ANNEXATION SURVEY SEE LIBER MSB 3, FOLIO 523.

LIBER 3 PAGE 521

ANDREW C. MITCHELL, JR.

ATTORNEY AT LAW

100A NORTH DIVISION STREET
SALISBURY, MARYLAND 21801

ADMITTED IN MD AND VA

410-546-9993

FAX 410-546-8049

April 16, 2003

VIA HAND DELIVERYMark Bowen, Clerk
Wicomico County Circuit Court
Court House
Salisbury, Maryland 21801

RE: Hunt Club South Annexation

Dear Mark:

On December 30, 2002, I submitted a letter and other annexation documents relating to the annexation of Hunt Club South, and asked that you record them on behalf of the City of Fruitland. You did that with the first page being recorded in Ordinance Liber 3, Page 499, on December 30, 2002. Since that time, it has been brought to my attention by Rai Sharma of the Wicomico County that the plat submitted with that letter created an enclave of County property surrounded by Fruitland City property. I have reviewed that plat, and I agree with Mr. Sharma that an enclave appears to have been created, but in fact the written description of the property taken in, by metes and bounds, does not create an enclave. There is a minor mistake on the survey in two notes therein.

I am enclosing herewith a survey entitled "Corrected Annexation Survey of Hunt Club South for Annexation to the City of Fruitland" which I would ask you to place in the Ordinance Book and index it in such a manner that anyone searching the original submission of December 30th would also find this. Please also record this letter with it. For ease of reference, it should be noted that the changes involve portions of North Division Street which were, prior to the annexation of Hunt Club South, in the County and were noted on the plat as property to be annexed, but were not supposed to be annexed and were not included in the written description. We have removed those notes and some shading that accompanied them, but the rest of the survey remains as it was.

Since the written description was correct, and was advertised, and it was upon that written description and advertisement that the City Council acted, the annexation remains valid.

FILED
APR 17 2003
CLERK OF THE CIRCUIT COURT
SALISBURY, MARYLAND

Mark Bowen, Clerk
April 16, 2003
Page Two

LIBER 3 PAGE 522

I thank you for your cooperation in this regard.

Very truly yours,



Andrew C. Mitchell, Jr.

ACM/bfl
Enclosures

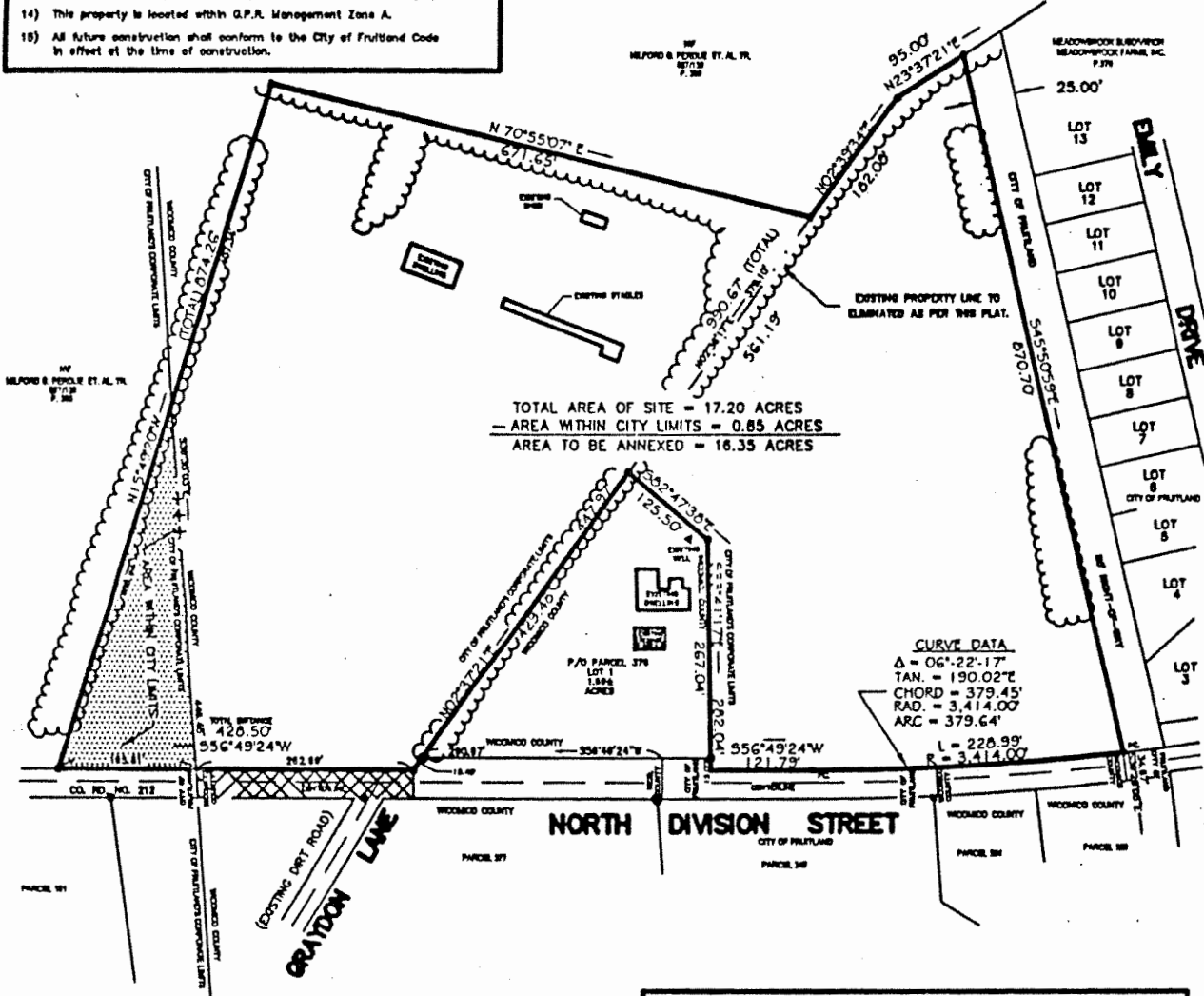
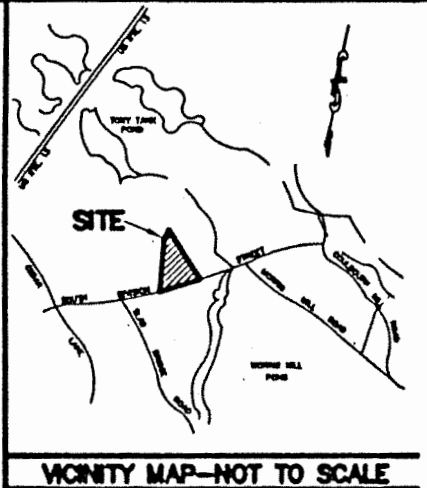
Delivered by hand unless otherwise noted:

- c: Rai Sharma
- c: Wicomico County Planning & Zoning
- c: Wicomico County Clerk
- c: Wicomico County Board Elections
- c: Maryland Office of Planning
- c: Maryland Department of Assessments & Taxation

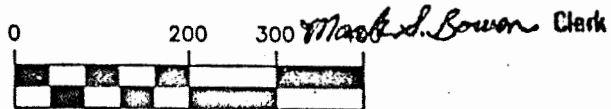
- c: Department of Legislative Services (sent via U. S. Mail)
- c: Richard M. Pollitt, Jr. (sent via U. S. Mail)
- c: Kenny Mills (sent via U. S. Mail)

I/Fruitland/HuntClubSouth/4-16-03ltrtoBowen

- GENERAL NOTES**
- 1) The property shown herein is currently owned by A. Kenneth Mize 307 North Camden Ave., Fruitland, Maryland
 - 2) Deed reference: 1790/580
 - 3) Plat reference: 236/2
 - 4) Total number of parcels = 1
 - 5) Total area of parcel = 18.35 acres.
 - 6) The present zoning of this property is: R-18
 - 7) This property is shown on F.I.R.M. Community Panel #240078 0037 (Panel 37 of 58), dated 8/28/84, as being in Flood Zone C, And Flood Zone AS, 100 Year Flood Plain. Elev. = 15
 - 8) No permanent building or structure shall be permitted within area designated as sewage disposal area as shown on this plat.
 - 9) No building or structure shall be located within thirty feet of designated well site(s).
 - 10) Sewage disposal system(s) must be located at highest elevation of sewage reserve area(s).
 - 11) Maximum trench depth restriction applies to depth from original undisturbed grade.
 - 12) Lift pump systems may be required.
 - 13) The following note is a standard note required by the Wicomico County Department of Public Works on all subdivision plats. These lots may be susceptible to periodic localized storm water drainage problems. Lot owners are encouraged to prepare the site and construct structures so as to minimize the impact of these potential storm water drainage problems.
 - 14) This property is located within G.P.R. Management Zone A.
 - 15) All future construction shall conform to the City of Fruitland Code in effect at the time of construction.



Received for Record April 2, 2003 and recorded in the 3 Records of Wicomico County, Maryland in Liber 521-523 Folios 3



GRAPHIC SCALE
1 inch = 200 feet

| | | | |
|--|--------------------|----------------|--|
| TITLE CORRECTED ANNEXATION SURVEY OF HUNT CLUB SOUTH FOR ANNEXATION TO THE CITY OF FRUITLAND | | | |
| LOCATION FRUITLAND ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND | | | |
| SCALE 1" = 200' | DATE 4/01/02 | TAX MAP 803 | |
| JOB NO. S1440 | DRAWN BY M.T.P. | PARCEL — | |

SURVEY'NG FORESTRY

PARKER & ASSOCIATES

ESTABLISHED 1977

SALISBURY, MARYLAND 410-749-1025

CIVIL ENGINEERING INC. SITE PLANNING

CITY OF FRUITLAND

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

TELEPHONE: 410-548-2800
ADMIN. FAX: 410-548-4362
FINANCE FAX: 410-548-4354



GREGORY J. OLINDE, President
GLORIA J. ORTIZ, Treasurer
RAYMOND D. CAREY, Councilman
MARK D. MICIOTTO, 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

August 20, 2003

VIA HAND-DELIVERY

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

RE: Creekside East Annexation

Dear Mark:

As City Solicitor for the City of Fruitland, Wicomico County, Maryland, and at the direction of Council President Olinde, 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 "Creekside East Annexation", the following documents:

1. Amended Annexation Resolution No. 1-2003 to which is attached the Amended Annexation Agreement dated May 13, 2003, and Amended Creekside East Annexation - "Exhibit A - Preliminary", a written description of the annexed land.
2. The plat entitled "Annexation Survey, 1859 North Division Street, Annexation to the City of Fruitland", made by Phillip Parker & Associates, Inc. dated May 13, 2003 (on two 8.5 x 11 sheets).

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, the Wicomico County Board of Election Supervisors and the County Clerk. The necessary documentation

FILED

08 AUG 20 2003
CLERK, WICOMICO CO.

LIBER

3 PAGE 525

Mark Bowen, Clerk
August 20, 2003
Page Two

has also been filed with the Department of Legislative Services under separate cover. I understand there is no charge to the City for this filing.

Very truly yours,



Andrew C. Mitchell, Jr.

ACM/bfl
Enclosures

- c: Wicomico County Office of Maryland State
Department of Assessments and Taxation
w/enclosures - BY HAND
- c: Wicomico County Clerk - BY HAND
- c: Wicomico County Board of Election Supervisors -
BY HAND

1/Fruitland/Mills/CreeksideEast/8-20-03ltrtoClerk

LIBER 3 PAGE 526

AMENDED
ANNEXATION AGREEMENT
CREEKSIDE EAST

THIS AGREEMENT dated this 13th day of May, 2003, by and between A. KENNETH MILLS and MARY E. DAVIS, hereinafter collectively referred to as "Petitioner", and the CITY OF FRUITLAND, a body politic and corporate of the State of Maryland, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Petitioner is the owner of a tract or parcel of land situated and lying on the Southeast side of and binding upon North Division Street, referred to as South Division Street by Wicomico County, Maryland, some of which is already in the City, and some of which is not yet in the City; and

WHEREAS, Petitioner has petitioned the City to annex that tract or parcel of land, which is not currently within the City, into the City limits of the City of Fruitland, the said property being more particularly described in "Amended Exhibit A" attached hereto and made a part hereof and which supplements by "Exhibit B—Annexation Survey", which is available but not attached hereto and is made a part hereof, made by Philip Parker & Associates, Inc.; and

WHEREAS, the City Council expressed a desire to consider the Petition and accepted Annexation Resolution 1-2003 for first reading when presented at the Council's regularly-scheduled meeting on April 1, 2003; and

WHEREAS, when Amended Annexation Resolution 1-2003 was introduced and accepted at the regularly-scheduled meeting of the City Council of the City of Fruitland on May 13, 2003, the Council expressed a desire to consider the annexation as amended; and

WHEREAS, said Petition was 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, sets forth the terms and provisions of annexation as provided for herein; and

WHEREAS, thereafter Petition requested a significant change in the proposed annexation, and upon consideration the City Council of the City of Fruitland approved the said Amendment upon re-advertising; and

WHEREAS, this Amended Agreement [the original Agreement was prepared but not executed] is entered into for the purposes of setting forth the agreement between the Petitioner and City.

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

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

2. As a condition to the aforesaid annexation, the Petitioner shall pay all advertising costs, property survey costs, attorney's fees and all other related and miscellaneous costs in regard to said annexation. All legal work shall be done by the City Solicitor at the Petitioner's expense and shall be billed directly to Petitioner. ^{AKM}
^{A. Kenneth Mills}

3. As used herein the term *Property* shall mean that property which is owned by the Petitioner and unless the context commands differently, shall mean only that portion of

Petitioner's land in the vicinity of the Creekside East Annexation and not already in the City.

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

5. The cost of the improvements, specifically the roads, curbs, gutters, drainage, and the extension of the City water line to and throughout the property of the Petitioner, and the extension of the sanitary sewer line in the same manner and the appurtenant and related expenses thereto, including, but not limited to, any lift or pump station, manholes and fire hydrants which may be required, will be paid for by ^{A. Kenneth Mills AKM} Petitioner.

6. It is understood and agreed by the parties hereto that ^{A. Kenneth Mills AKM} Petitioner shall be responsible for said annexation costs actually incurred, as set out in Paragraph 2, whether or not said annexation is approved by the City at large; it being understood by Petitioner that the City does not in any way guarantee said annexation. Furthermore, Petitioner understands and agrees that should he abandon said Petition for Annexation, he shall nevertheless be responsible for all costs, expenses, and miscellaneous charges incurred by the City including, but not limited to, attorney's fees, advertising costs, survey costs, and any other miscellaneous charges related to said annexation incurred by the City up to the point of abandonment by the Petitioner and a reasonable time thereafter as needed to terminate and close out the matter.

7. It is agreed and understood by Petitioner that the subject property will be required to use any and all City systems available upon annexation and at the time of development, construction and thereafter. ^{A. Kenneth Mills AKM} Petitioner will be responsible for public improvements referred to in Paragraph No. 5 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 and as set out elsewhere herein. It is anticipated by the parties that the development of the annexed property will not occur until after the completion of the City's water treatment plant project.

8. *A. Kennel Mills AKM*
Petitioner shall pay or reimburse City for costs and expenses incurred pursuant to the terms of Paragraph No. 2 in regard to said annexation within thirty (30) days of the receipt of a statement or bill for the same from the City and/or the City Solicitor. Such a statement or bill, along with copies of the paid invoices shall be returned to the Petitioner upon finalization and completion of the annexation process, if so requested.

9. Petitioner shall, however, be charged all ordinary and standard user fees including, but not limited to those for water and sewer, front foot assessments for water and sewer, tap fees, garbage fees, impact fees and building permits. The front footage assessment shall be determined and computed in the ordinary manner.

9A. Petitioner shall present a Concept Plan for a Residential Development to be known as "Creekside East", which shall provide for mixed single-family and duplex residential development to be approved by Planning Commission. Petitioner shall develop the Property in substantially the manner depicted on the aforesaid Concept Plan.

9B. Petitioner and City acknowledge that North Division Street as it is currently constituted binding upon the Northwest side of the property to be annexed is in part the property of the City of Fruitland and in part the property of the County of Wicomico. In the event that the City should desire to annex portions of that street which are currently within

the County, Petitioner shall include the same within the annexation plat at no charge to City.

9C. It is acknowledged that the annexation proposed by Petitioner may involve an enclave of County property within the City. The annexation may create one enclave and eliminate or lessen another. City and Petitioner will use their best efforts to avoid legal problems attendant to such an enclave and to the extent necessary Petitioner will consider changes to the area to be annexed to lessen or totally avoid the creation of an enclave and to satisfy the County of Wicomico that such has been done in order to accomplish this annexation. This process shall be at Petitioner's expense.

9D. Nothing contained herein shall eliminate a requirement that Petitioner enter into a Public Works Agreement and post bond or suitable substitute with City for construction and payment of various public works and utilities as would otherwise be required of the developer of the proposed development.

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

11. Upon annexation the Property will be zoned R1-E Mixed Residential District, but will be built out in a mixed single-family and duplex development, pursuant to Paragraph 9.A. above, which said requirement shall run with the land.

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

13. This Agreement is the acknowledgement and ratification of negotiations and dealings between the parties initiated prior to the original Petition for Annexation acted upon by the Fruitland City Council on April 1, 2003, and the parties hereto agree, ratify and acknowledge that there have been expenses incurred by the City of Fruitland in the preparation for and in the various aspects of the annexation, heretofore, which said costs,

expenses and fees are to be considered a part of those enumerated in Paragraphs 2, 6, 8 and 9C, and elsewhere.

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

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

IN WITNESS WHEREOF, we hereby sign our names and seals this 12 day of

July, 2003.

WITNESS:

[Signature]
Melissa W. Davis

[Signature]
[Signature] (SEAL)
A. Kenneth Mills
[Signature] (SEAL)
Mary E. Davis
[Signature]
Mary E. Davis

ATTEST:

CITY COUNCIL OF CITY OF FRUITLAND

[Signature]
Richard M. Pollitt, Jr., Clerk

By: [Signature] (SEAL)
Gregory J. Olinde, President

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 2003, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared **A. Kenneth Mills**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

Elizabeth J Bradford
Notary Public

My Commission Expires:

12-1-03

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10 day of July, 2003, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared **A. Mary E. Davis**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

Elizabeth J Bradford
Notary Public

My Commission Expires:

12-1-03

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July, 2003, before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared **Gregory J. Olinde**, 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 M. Olinde
Notary Public

My Commission Expires:

3/1/07

1/Fruitland/Creekside East/Amended Annexation Agmt



LIBER 3 PAGE 533

AMENDED
ANNEXATION RESOLUTION NO. 1-2003

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 "Creekside East Annexation" bounded on the North by North Division Street, both within and outside the City, and on the Northeast by the Corporate Limits of the City of Fruitland, on the Southeast by Morris Mill Pond and on the west by lands in Wicomico County and by the corporate limits of the City of Fruitland.

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

WHEREAS, the City of Fruitland has caused to be made a certification of the signature of the Petitioners for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters, residing within the area sought to be annexed, there being none, and property owners of at least twenty-five percent (25%) of the assessed evaluation of the property in the area to be annexed, all as of the 1st day of April, 2003, as will more particularly

appear by the certification of Gregory J. Olinde, President of the City Council, attached hereto; and

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

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

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITLAND, that the annexation of the said area be made subject to the terms and conditions as set forth in an Annexation Agreement dated May 13, 2003, 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 at 7.45 p.m. on Tuesday, the 1st day of July, 2003, 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 City Council of the City of Fruitland will hold a public hearing on the Resolution.

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

The above Resolution was introduced and read and passed at the regular meeting of the City Council of the City of Fruitland held on the 1st day of April, 2003, and having been duly published as required by law in the meantime, and thereafter was amended and given first reading in the amended form and so passed for first reading at the regular meeting of the City Council of Fruitland held on the 13th day of May, 2003, and having again been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 1st day of July, 2003.

ATTEST:

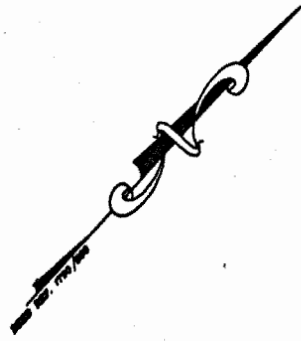
Richard M. Olinde

Not Present
Gregory J. Olinde, Council President
Blaine J. Ortiz
Mark Mitchell
Raymond D. Carey
Margaret Pennewell
Council Members

AMENDED CREEKSIDE EAST ANNEXATION
"EXHIBIT A-PRELIMINARY"

ALL that tract or parcel of land located on the Southeast side of and binding upon that road from the City of Fruitland through parts of Wicomico County to the City of Salisbury, known variously as North Division Street in the City of Fruitland, and as South Division Street in the County of Wicomico and City of Salisbury, and beginning for the same at an iron pipe found at the northeast corner of the parcel and its intersection with the said North Division Street; thence South 40 degrees 30 minutes 00 seconds East a distance of 614.81 feet, more or less, to the mean high water line of Morris Mill Pond, also referred to as Morris Prong or Morris Pond, and at times referred to as Tony Tank Creek; thence by and with the mean high water line of the said Morris Mill Pond to the Fruitland City/Wicomico County boundary line; thence North 36 degrees 52 minutes 48 seconds West to a point in the Easterly line of that unimproved road known as Graydon Lane; thence North 03 degrees 31 minutes 20 seconds East a distance of 311.84 feet to an iron pipe found on the Easterly line of the aforesaid Graydon Lane; thence North 08 degrees 02 minutes 20 seconds West a distance of 190 feet to an iron pipe found on the Easterly line of the said Graydon Lane; thence North 23 degrees 32 minutes 40 seconds East a distance of 56.73 feet to an iron pipe found in the Southeasterly line of the said North Division Street; thence North 56 degrees 30 minutes 00 seconds East a distance of 326.87 feet to the point of beginning; the said parcel constituting 9.60 acres plus or minus; SUBJECT, however, the designation of a strip or corridor of land contiguous to the Fruitland City/Wicomico County Boundary Line along the Southeasterly side of the area above described and extending from Morris Mill Pond to lands of Brenda Davis on the Northwesterly side of North Division Street in Wicomico County, Maryland, not within the area described, and a strip or corridor of land along the Northwesterly corner of the land described from the Brenda Davis lands and North Division Street to the land of David and Rebecca Webb in Wicomico County, or such strips or corridors required to avoid creating an enclave of County land, which said strip or corridor of land shall not be a part of the annexed land.

This Exhibit is to be replaced with an annexation survey and a written description of the area to be annexed, with the above-referenced corridors or strips set out thereon, when they become available.

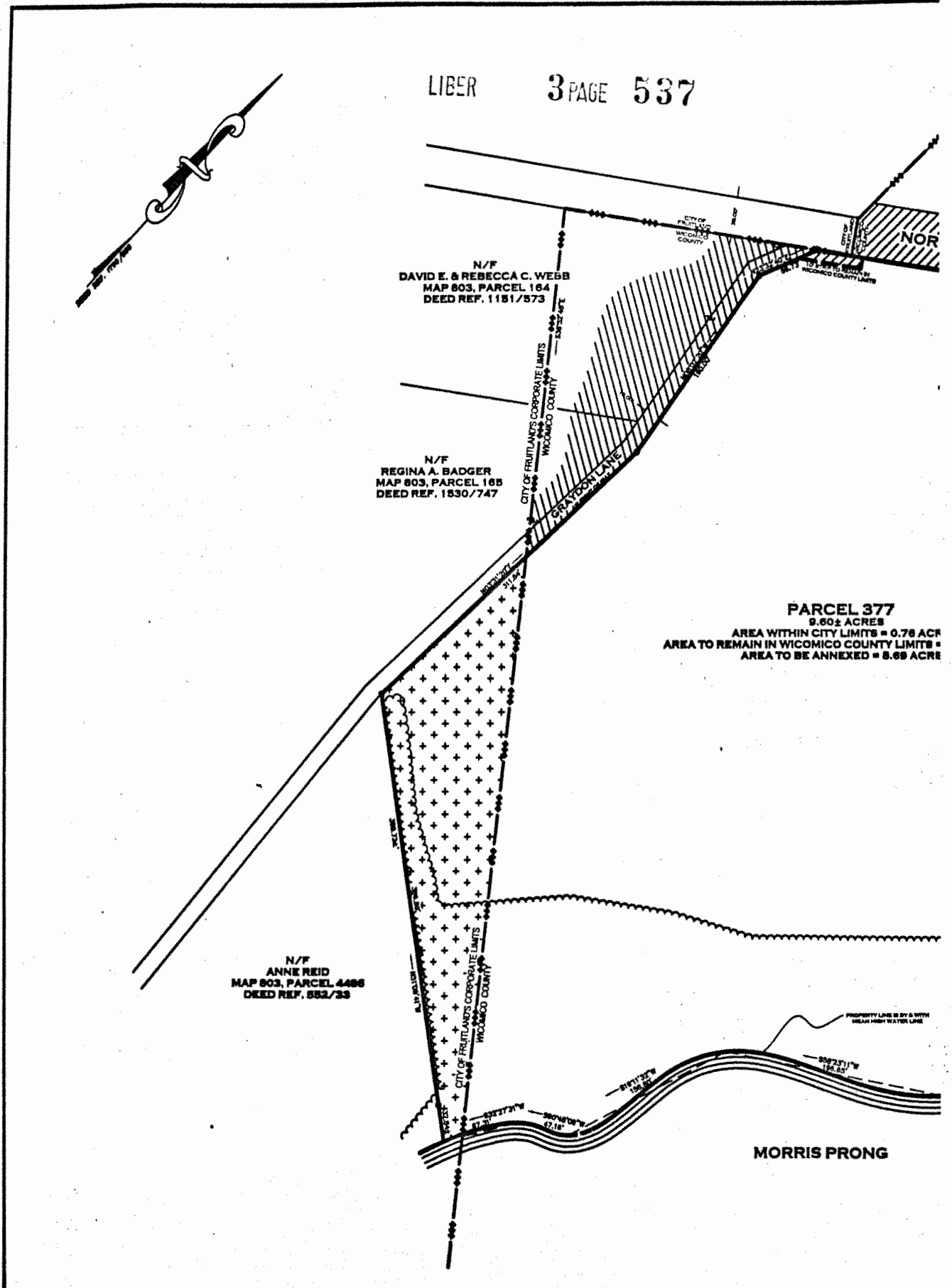


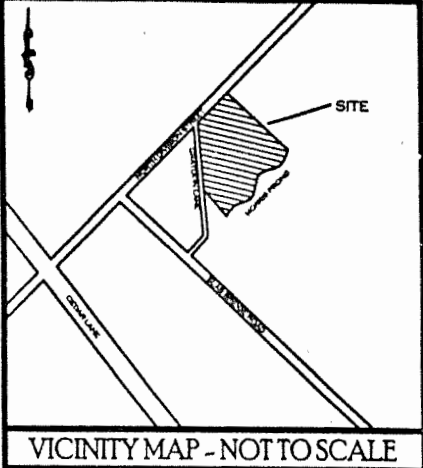
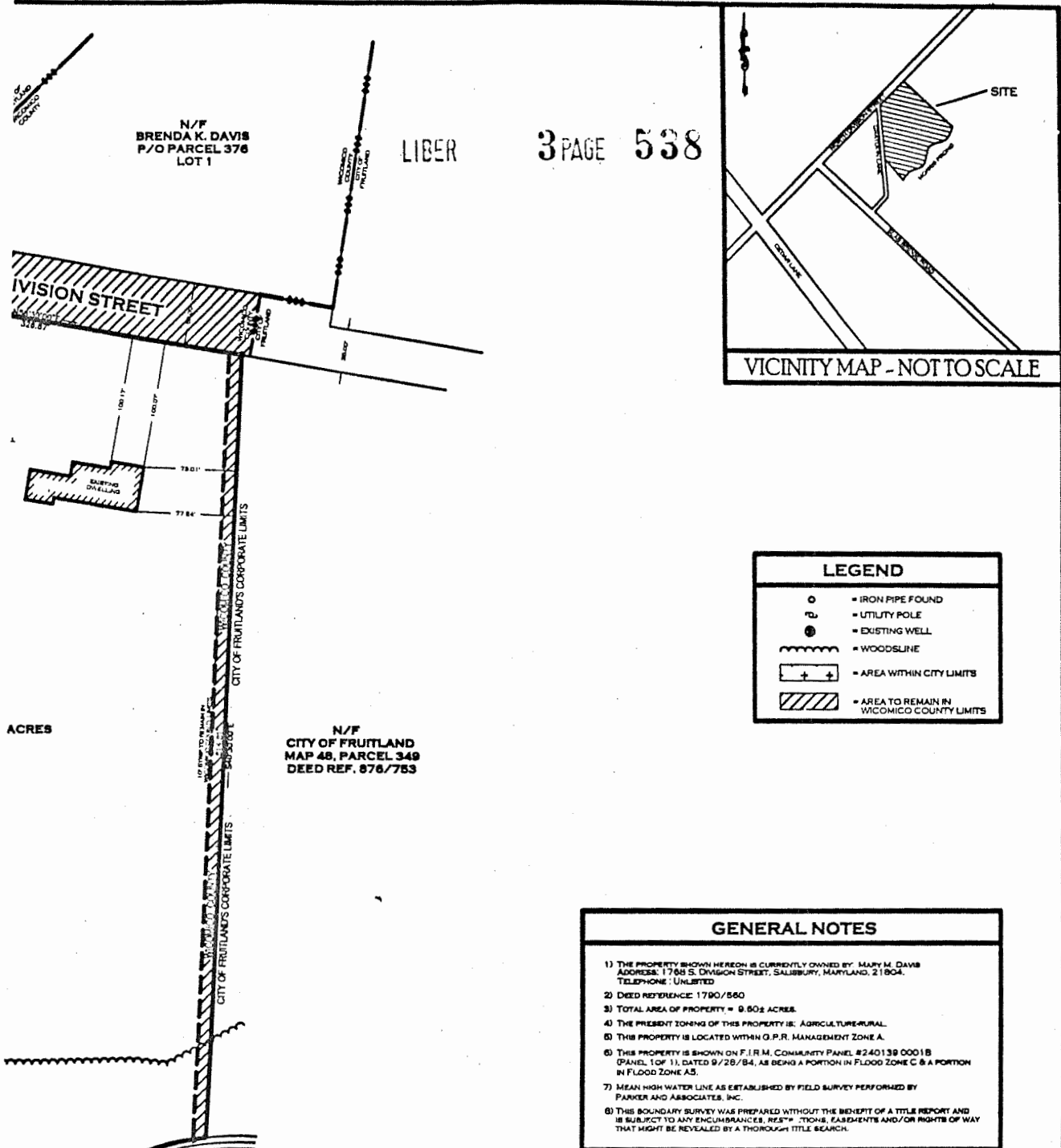
N/F
DAVID E. & REBECCA C. WEBB
MAP 803, PARCEL 184
DEED REF. 1181/873

N/F
REGINA A. BADGER
MAP 803, PARCEL 185
DEED REF. 1830/747

N/F
ANNE REID
MAP 803, PARCEL 4486
DEED REF. 582/33

PARCEL 377
8.60± ACRES
AREA WITHIN CITY LIMITS = 0.76 ACR
AREA TO REMAIN IN WICOMICO COUNTY LIMITS =
AREA TO BE ANNEXED = 8.68 ACRE



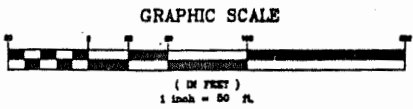


GENERAL NOTES

- 1) THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY MARY M. DAVIS ADDRESS: 1768 S. DIVISION STREET, SALISBURY, MARYLAND, 21804. TELEPHONE: UNLISTED
- 2) DEED REFERENCE: 1790/560
- 3) TOTAL AREA OF PROPERTY = 0.50± ACRES.
- 4) THE PRESENT ZONING OF THIS PROPERTY IS: AGRICULTURE/RURAL.
- 5) THIS PROPERTY IS LOCATED WITHIN O.P.R. MANAGEMENT ZONE A.
- 6) THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANEL #240139 0001B PANEL 1 OF 11, DATED 9/28/84, AS BEING A PORTION IN FLOOD ZONE C & A PORTION IN FLOOD ZONE AS.
- 7) MEAN HIGH WATER LINE AS ESTABLISHED BY FIELD SURVEY PERFORMED BY PARKER AND ASSOCIATES, INC.
- 8) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.

Received for Record Aug 20 2003 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 3 Folio 524-538
Mark A. Brown Clerk

County Ordinance



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| <p>REVISIONS</p> <table border="1"> <tr><td>NO.</td><td>DATE</td><td>DESCRIPTION</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> | | | | NO. | DATE | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | <p>ANNEXATION SURVEY 1809 NORTH DIVISION STREET ANNEXATION TO THE CITY OF FRUITLAND FRUITLAND, MARYLAND</p> | | <p>SERVICING FORISTRY PARKER SURVEYING & ENGINEERING, INC. 1015 W. MARKET STREET SALISBURY, MD 21801 PHONE: 410-326-1100 FAX: 410-326-1101 WWW.PARKERSURVEYING.COM</p> | |
| NO. | DATE | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>LOCATION: FRUITLAND ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND</p> | | <p>CITY: FRUITLAND</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE: NONE | DATE: 05.13.03 | TAX MAP: 45 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO.: 3143/ANNEX | DATE: 05.13.03 | DATE: 05.13.03 | DATE: 05.13.03 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO.: 3143 | DATE: 05.13.03 | DATE: 05.13.03 | DATE: 05.13.03 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO.: 3143 | DATE: 05.13.03 | DATE: 05.13.03 | DATE: 05.13.03 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

To Andy Mitchell Atty.



LIBER 3 PAGE 539
Town of Delmar

100 SOUTH PENNSYLVANIA AVENUE
 DELMAR, DELAWARE-MARYLAND 21875
 (302) 846-2664 • (410) 896-2777
 FAX (410) 896-9055
 E-Mail townhall@town.delmar.md.us

Sara Bynum-King
 Town Manager

Clerk of the Circuit Court
 Attn: Donna Short
 P. O. Box 198
 Salisbury, MD 21803

November 5, 2003

Dear Ms. Short;

I hereby request that you file among the Annexation Records in your Court, in regard to Annexations which are referred to by the Town of Delmar as the "Glenn Annexation" and the "Elsmere Annexation" the following documents:

1. Resolution #1997-1 (Glenn), Annexation Certification, Annexation Description, plat, and Terms and Conditions of Annexation, and
2. Resolution #2001-12-1 (Elsmere), Legal Description of Proposed Annexation prepared by our engineer, Terms and Conditions of Annexation, and a copy of the Annexation Agreement.

I have also enclosed copies of three Annexations that have received Liber and Page numbers but are not appearing with the State of Maryland as being in the town limits of Delmar, MD. We have been unable to include these properties in our annual tax base because the Annexation process has not reached completion. The Annexations in questions are:

3. Resolution #2000-1, "Ryan Annexation"
4. Resolution #2000-11-1, "Lerch Abbott Annexation"
5. Resolution #2000-12-1, "Elliott Annexation"

By a copy hereof, a copy of those documents listed as 1 through 5 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 Town for this filing.

LIBER 3 PAGE 540

If you have any questions regarding this issue, please contact Starr Conaway, Administrative Assistant, at (410) 896-2777, ext. 202.

Sincerely,

Sara Bynum-King
Sara Bynum-King
Town Manager

SBK/sc
Enclosures

CC: Wicomico County Office of Maryland State
Department of Assessments and Taxation
Maryland Office of Planning
Wicomico County Planning & Zoning

M: Town of Delmar
Attn Starr
100 S. Pennsylvania
Delmar, MD 21875

County Ordinance

Received for Record **NOV 12 2003** and
recorded in the ~~land~~ Records of Wicomico
County, Maryland in Liber M.S.B.

No. 3 Folios 539-540

Mark J. Bowe Clerk

LIBER

3 PAGE 541

RESOLUTION NO. 1997-1

15-2000 00:11 20

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

WHEREAS, the Town of Delmar has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon the corporate limits of the Town of Delmar and to be known as the "Glenn Annexation" for identification; and,

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 10, 1997, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, attached hereto; and,

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, That it is hereby proposed and recommended that the boundaries of the Town of Delmar be changed so as to annex to and include within said Town all that certain area of land together with the persons residing therein and their property, located primarily on the Easterly side of U.S. Route 13 and Southerly of Route 54 also known as Line Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

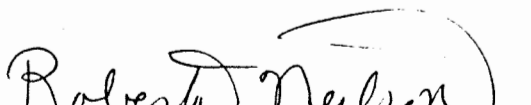
LIBER 3 PAGE 542

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, That the Commissioners hold a public hearing on the annexation hereby proposed on Monday, April 14, 1997, at 7:30 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of the Town of Delmar will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 10th day of March, 1997, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 14th day of April, 1997.


Roberta Neilson, Town Manager


P. Douglas Niblett, Mayor

LIBER

3 PAGE 543

GLENN ANNEXATIONCERTIFICATION

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




Gaylon Bounds

GLENN ANNEXATION DESCRIPTION

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

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

LEGEND

-  EXISTING CORPORATE LIMITS
-  PROPOSED CORPORATE LIMITS

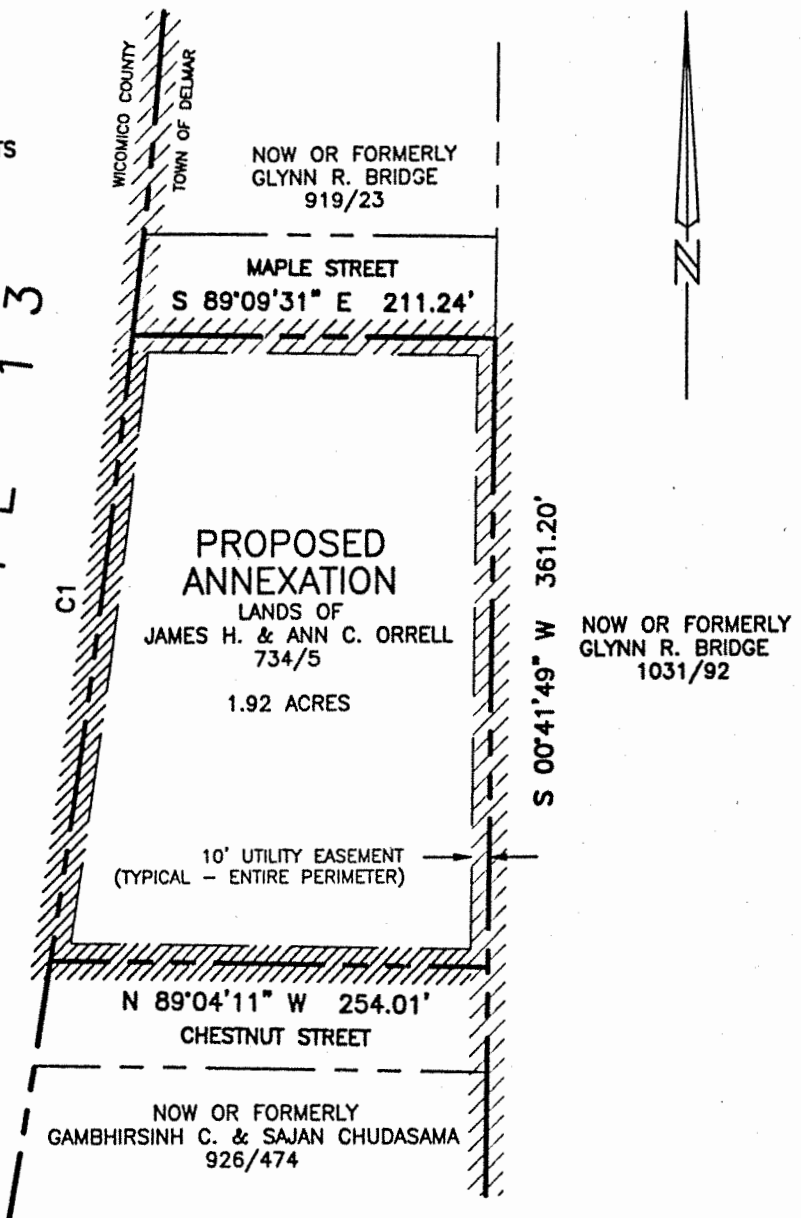
NOTES:

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

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



U.S. ROUTE 13



CURVE TABLE

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



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

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

ANNEXATION DRAWING

OF THE LANDS OF
JAMES H. AND ANN C. ORRELL

DELMAR ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

Date: FEB. 1997 Scale: 1" = 100' Proj.No.: 364A02B

LIBER

3 PAGE 546

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

1. Property taxes will be assessed upon all the annexed property at the full rate of taxes beginning three (3) years from the date the annexation becomes effective. Said abatement may be renegotiated upon the end of the three (3) year term at the sole discretion of the Town.

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

B. GENERAL PROVISIONS

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

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

LIBER

3 PAGE 547

C. MISCELLANEOUS

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

LIBER 3 PAGE 548

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

4. A sewer service capacity demand limit of 10 E.D.U.'s for the area to be annexed is imposed and accepted by the Petitioners. The Petitioner understands that sewer service capacity is dependent upon substantial progress on the development of the annexed area within two (2) years of the date that the annexation becomes final or the Town shall not be obligated to provide any sewer service. Substantial Progress shall be defined to include, but not limited to, the Petitioner having submitted final subdivision plats and utility drawings to the Town for approval.

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

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

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

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

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

Town of Delmar

Received for Record NOV 12 2003 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folio 541-548
Mark A. Brown Clerk

LIBER 3 PAGE 549

RESOLUTION NO. 2001-12-1

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to 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 Westerly side of and binding upon U. S. Route 13, to be known as the "Elsmere 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 "Elsmere Annexation" for identification; and

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of December 1, 2001, 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 Westerly side of and binding upon U. S. Route 13, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on February 11th, 2002, at 8:00 p.m. in the Delmar Town Hall

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

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

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 10th day of December, 2001, 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 11th day of February, 2002.

Roberta Glenn
Town Manager

P. Douglas Niblett
P. Douglas Niblett, Mayor



DAVIS,
BOWEN &
FRIEDEL, INC. LIBER

EXHIBIT "A"

3 PAGE 551

ARCHITECTS ENGINEERS SURVEYORS

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

LEGAL DESCRIPTION

PROPOSED ANNEXATION

of the lands of ELSMERE REALTY CO.

to the TOWN OF DELMAR, MARYLAND

September 14, 2001

BEING all that certain lot or parcel of land, lying and being situated on the westerly side of U. S. Route 13, located in Delmar Election District, Wicomico County, Maryland; being more particularly described as follows, to wit:

BEGINNING at an iron pipe found at a point formed by the intersection of the westerly right-of-way line of U. S. Route 13, 150 feet wide, as shown on State Roads Commission of Maryland's plats numbered 10444 and 10445, with the southerly line of the lands, now or formerly, of Standard Equipment Co., as recorded in the Land Records of Wicomico County, Maryland in Liber 1459, Folio 273; said point of beginning being coordinated on the Maryland Grid System (NAD 83) as North 285,191.32, East 1,724,227.78; said point also being located North 09 degrees 58 minutes 18 seconds East 623.3 feet from the end of the 37th course of the "Oliphant-Humphreys Annexation" as recorded in the Resolution and Ordinance Records of Wicomico County, Maryland in Liber 3, Folio 226, thence running,

1) in the datum of the said Maryland Grid System, leaving said lands of Standard Equipment Co. and running by and with said right-of-way line of U. S. Route 13 and in part with the existing Corporate Limit Line of Delmar, Maryland, South 09 degrees 58 minutes 18 seconds West 1234.77 feet to a point on the northerly line of Lot B, as shown on a subdivision plat entitled "Horse Property", Lamar Corporation-Owners, as recorded in said Land Records in Liber 250, Folio 45, thence running,

2) leaving said U. S. Route 13 and said existing Corporate Limit Line of Delmar, Maryland and running by and with said Lot B, South 77 degrees 25 minutes 55 seconds West 1105.95 feet to an iron pipe found on the easterly line of a 30 foot unnamed street, as shown on said subdivision of the Horse Property, thence running,

3) leaving said Lot B and running by and with said 30 foot unnamed street, North 12 degrees 34 minutes 05 seconds West 1514.37 feet to a point on the southerly line of the lands, now or formerly, of Johnnie Carroll Tyre and Lanta Georgie Tyre, as recorded in said Land Records in Liber 882, Folio 473, said point being referenced North 88 degrees 53 minutes 35 seconds East 3.50 feet from a concrete monument found, thence running,

LIBER 3 PAGE 552

Legal Description
Proposed Annexation
of the lands of Elsmere Realty Co.
to the Town of Delmar, Maryland
September 14, 2001
Page 2

4) leaving said 30 foot unnamed street and running by and with said lands of Tyre, North 88 degrees 53 minutes 35 seconds East 377.08 feet to a concrete monument found on the aforesaid southerly line of the lands of Standard Equipment Co., thence running,

5) leaving said lands of Tyre and running by and with said lands of Standard Equipment Co., South 88 degrees 41 minutes 06 seconds East 1246.11 feet to the point and place of Beginning; **CONTAINING** 42.157 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 ELSMERE REALTY CO. to the TOWN OF DELMAR, MARYLAND" as prepared by Davis, Bowen & Friedel, Inc., September, 2001.

N:\09\911A\911A005\Legal\911005a.wpd

LIBER 3 PAGE 553

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

1. Property taxes will be assessed pursuant to the terms of the Annexation Agreement entered into between the Town and Petitioner.
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 provide all on-site public streets required for the development completely and in strict accordance with the Town of Delmar's standards and specifications.
3. Zoning. When the annexation is effective and subject to approval by Wicomico County, the zoning of the property will be Commercial.
4. The Petitioner and the Town has entered into an Annexation Agreement, the terms of which are incorporated herein as though set forth in its entirety.

LIBER 3 PAGE 554
ELSMERE ANNEXATION

CERTIFICATION

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

Roberta Glenn

LIBER 3 PAGE 555
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this ____ day of _____, 2001, by and between **ELSMERE REALTY COMPANY** (herein "Petitioner") and **FIRST DEVELOPMENT GROUP, LLC**, a Maryland limited liability company, (herein "FIRST DEVELOPMENT"), (Elsmere Realty Company and First Development Group, LLC, their successors and assigns, herein jointly referred to as "Developers"), and **THE MAYOR AND COMMISSIONERS OF DELMAR**, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Developers have petitioned the Town to annex its property into the town limits, said property being shown and designated on that plat entitled "Annexation Drawing of the Lands of Elsmere Realty Co., prepared by Davis, Bowen and Friedel, Inc., attached hereto and incorporated herein as Exhibit "A", and consisting of 42.157 acres of land, more or less (herein "the property"); and

WHEREAS, FIRST DEVELOPMENT, is a contract purchaser of said property and joins herein to signify its understanding and agreement hereto;

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 for 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 Developers 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 property, contingent upon, and subject to, the conditions of this Agreement.
2. It is understood and agreed by the parties hereto that First Development shall pay all reasonable costs of the annexation, which shall include attorneys' fees and advertising costs and all costs associated with the preparation of the plat(s) for annexation. It is understood that the Town does not, and has not, in any way, guaranteed said annexation.
3. It is understood and agreed by the parties that the property will be required to use the Town sewer system at the time of development of said property. In order for the property to be served, the Developers of said parcel shall be required to construct a sufficient sewer line from the existing pumping station located on the east side of U. S. Route 13 across the highway and through the entrance of the subject property at the

Developers' sole expense. Additionally, Developers shall be responsible for all internal sewer mains, pumping stations and sewer lines as may be required to service any portion of the property. All sewer construction required for this project shall be constructed in a manner acceptable to the Town's Engineer, who shall approve plans for all such work before construction commences. Developers shall be responsible for all costs necessary for the Town Engineer to review plans and inspect the construction work as it progresses.

4. It is understood and agreed by the parties that the Developers of the property that bear the expense of extending the sewer line from the existing pumping station to the property, shall be entitled to be reimbursed for that expense as additional users hook up to the said sewer extension, within a twenty (20) year period following completion of said extension. The following formula, based on Equivalent Dwelling Units (herein "EDU") shall be used to calculate the reimbursement amount to the Developers:

$$\begin{array}{rclcl}
 \$355,000.00^* & & \text{X} & \text{New User EDU's} & = & \text{Reimbursement} \\
 \text{(Total Agreed Cost of} & & & 341 \text{ EDU's} & & \\
 \text{Sewer Extension)} & & & \text{(Total EDU Capacity} & & \\
 & & & \text{Of Expansion)} & &
 \end{array}$$

*Estimated cost of construction, subject to revision upon bidding and construction

By way of example, since the sewer line extension costs are estimated at \$355,000.00 and the total EDU capacity of the extension is 341 EDU's, a new user who needed 100 EDU's for its project would be required to reimburse Developers for twenty-eight percent (28%) of its costs or \$99,400.00. Additionally, the Developers shall not be required to pay town sewer impact and connection fees upon connection to the Town sewer lines, which fees will be credited by the Town as an additional incentive for Developers' investment in this sewer extension.

Notwithstanding anything to the contrary set forth above, as the Developers receive credits from the Town for normal sewer impact fees as it hooks up to the Town sewer, those credits will reduce the total cost of the sewer extension. By way of example, if the sewer impact and connection fee is \$1,500.00 per EDU, and the Developers were to hook up 10 EDU's, the Town will credit \$15,000.00 of sewer impact fees, which in turn will reduce the total sewer expansion cost of Developers from \$355,000.00 to \$340,000.00 and the formula above will be adjusted accordingly. At such time as Developers have received sewer impact fee credits or reimbursements from the Town and additional users equaling \$355,000.00, the Developers will not be entitled to any additional reimbursement from additional users or credits from the Town. Furthermore, the total agreed cost of sewer extension shall be adjusted on a yearly basis by adding interest costs of developer to the estimated cost. Such interest costs shall be calculated by the Town determining the average of the prime rate of interest for the preceding year and adding one-half percent (1/2%) to that rate to arrive at the proper rate of interest. The amount of interest shall be calculated by adding that rate of interest to the unreimbursed portion of the sewer extension cost, which number will then be used as the agreed sewer extension cost.

5. The subject property is intended to be subdivided by Developers and such subdivided parts will be developed as separate uses on different time schedules. As an incentive to develop this property, the Town will agree to tax each subdivided portion pursuant to the terms of the "Town of Delmar Tax Incentive Program", a copy of which is attached as Exhibit "A" hereto and made a part hereof. By way of example, if a subdivided portion was developed as a motel which had an assessed value greater than One Million Dollars (\$1,000,000.00), the Town taxes for that parcel will be assessed at a rate of ten percent (10%) per year for ten years, such that in year five (5), the property will be required to pay fifty percent (50%) of the normal Town tax rate. At the conclusion of the ten (10) year period, the property will be taxed at the normal full rate.

Each subdivided parcel will be taxed on a separate basis and will be eligible for the Town of Delmar Tax Incentive Program based on its assessed value upon it being developed. Notwithstanding anything to the contrary above, the subject property, including any subdivided parcels, shall be exempt from taxation until the first to occur of the passage of five (5) years from the date of final annexation or receipt by Developers of a certificate of occupancy for the particular subdivided parcel. If any parcel remains undeveloped at the end of the five (5) year term, it will be taxed at the normal Town rate, although, upon development, it will remain eligible for the Tax Incentive Package referenced above.

6. It is understood and agreed by the Developers that the subject property will be required to use the Town's water system. Developers must use Town water for all uses except for irrigation and such other uses that do not involve human consumption. Developers shall be responsible for extending the water mains from Foskey Lane and construction of services and meters, both within and to the subject property. The construction of water lines shall be in a manner approved by the Town's Engineer and Developers shall be responsible for all costs necessary for the Town Engineer to review plans and inspect the construction work as it progresses.

It is understood and agreed by the parties that the Developers of the property that bear the expense of extending the water line from the existing lines to the property, shall be entitled to be reimbursed for that expense as additional users hook up to the said water extension, within a twenty (20) year period following completion of said extension. The following formula, based on Equivalent Dwelling Units (herein "EDU") shall be used to calculate the reimbursement amount to the Developers:

$$\begin{array}{rclcl} \$103,700.00* & \times & \text{New User EDU's} & = & \text{Reimbursement} \\ \text{(Total Agreed Cost of} & & 234 \text{ EDU's} & & \\ \text{Water Extension)} & & \text{(Total EDU Capacity} & & \\ & & \text{Of Expansion)} & & \end{array}$$

*Estimated cost of construction, subject to revision upon bidding and construction

By way of example, since the water line extension costs are estimated at \$103,700.00 and the total EDU capacity of the extension is 234 EDU's, a new user who needed 100 EDU's for its project would be required to reimburse Developers for forty-three percent

(43%) of its costs or \$44,591.00. Additionally, the Developers shall not be required to pay town water impact and connection fees upon connection to the Town water lines, which fees will be credited by the Town as an additional incentive for Developers' investment in this water extension.

Notwithstanding anything to the contrary set forth above, as the Developers receive credits from the Town for normal water impact fees as it hooks up to the Town water, those credits will reduce the total cost of the water extension. By way of example, if the water impact and connection fee is \$350.00 per EDU, and the Developers were to hook up 10 EDU's, the Town will credit \$3,500.00 of water impact fees, which in turn will reduce the total sewer expansion cost of Developers from \$103,700.00 to \$100,200.00 and the formula above will be adjusted accordingly. At such time as Developers have received water impact fee credits or reimbursements from the Town and additional users equaling \$103,700.00, the Developers will not be entitled to any additional reimbursement from additional users or credits from the Town. Furthermore, the total agreed cost of sewer extension shall be adjusted on a yearly basis by adding interest costs of developer to the estimated cost. Such interest costs shall be calculated by the Town determining the average of the prime rate of interest for the preceding year and adding one-half percent (1/2%) to that rate to arrive at the proper rate of interest. The amount of interest shall be calculated by adding that rate of interest to the unreimbursed portion of the water extension cost, which number will then be used as the agreed water extension cost.

7. The property of Developers shall be zoned Commercial subject to approval by Wicomico County, if required by Maryland law. The parties hereto understand that the intended development of this property includes a motel/hotel, restaurant and retail stores.

8. 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.

9. The Developers shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, all pursuant to Town specifications and regulations. It is further understood that the Town shall assume ownership of, and responsibility for, any such interior roads. All such interior roads or streets shall be fully warranted by Developers for a period of one (1) year from the road's final acceptance by the Town. All street lights shall be installed by the Developers at their sole expense, pursuant to Town specifications and regulations.

10. Developers 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 its property and adjoining property, including, but not limited to, the sewer lines and water lines.

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.

15. The parties agree that Elsmere Realty Company will be released from and all obligations hereunder at such time as First Development purchases the subject property.

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

WITNESS:

ELSMERE REALTY COMPANY

By: _____ (SEAL)
Joseph Julian, President

FIRST DEVELOPMENT GROUP, LLC

By: _____ (SEAL)
Michael J. Thomasson, Managing Member

ATTEST:

Roberta Glenn, Town Manager

MAYOR AND COMMISSIONERS
OF DELMAR

By: _____
P. Douglas Niblett, Mayor

TOWN OF DELMAR'S TAX INCENTIVE PACKAGE

The Town of Delmar offers a total tax abatement during construction. After this time, we offer a descending tax abatement. The following are two options based on \$1,000,000 investment and \$500,000 investment.

\$1,000,000 Investment Each year the Town tax would increase 10% over a period of 10 (ten) years.

- | | |
|-------------------------------------|---------------------------------------|
| 1 st Year - taxed at 10% | 6 th Year - taxed at 60% |
| 2 nd Year - taxed at 20% | 7 th Year - taxed at 70% |
| 3 rd Year - taxed at 30% | 8 th Year - taxed at 80% |
| 4 th Year - taxed at 40% | 9 th Year - taxed at 90% |
| 5 th Year - taxed at 50% | 10 th Year - taxed at 100% |

\$500,000 Investment Each year the Town tax would increase 20% over a period of 5 (five) years.

- 1st Year - taxed at 20%
- 2nd Year - taxed at 40%
- 3rd Year - taxed at 60%
- 4th Year - taxed at 80%
- 5th Year - taxed at 100%

4100
12: 2000 80:11

LIBER 3 PAGE 561

After recording, please return original document to:

Town of Delmar
Attn: Starr Conaway
100 S. Pennsylvania Ave
Delmar, MD 21875

County
Ordinance

Received for Record Nov. 12, 2003 and
recorded in the ~~100~~ Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folio 549-561
Mark J. Brown Clerk

Return to town of Delmar

LAW OFFICES

Bryan J. Akman - MD
Robert S. Shreve - MD & PA
Steven D. Cox - MD
L. Dawn Haber - PA
F. Lee Elrick - MD
Rosalind Maron Ross - PA

Creighton, Circa 1832
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Canonsburg, Pennsylvania 15317-8538
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Toll Free:
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105 West Main Street
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1-800-441-0529
FAX: (410) 749-6390

38 West Scribner Ave.
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1-800-657-6239
FAX: (814) 375-4178

Kenneth P. Montgomery - MD & D.C.
Lawrence H. Fisher - PA
Stephen M. Hearne - MD
Michael J. Menner - PA
Mark A. Falvo - PA
Molly M. Bodendorfer - MD

Please Reply To The Salisbury Office

January 14, 2005

BRANCH OFFICES:
WASHINGTON, D.C.

MARYLAND
Cumberland
Bel Air
Millersville
Baltimore
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MASSACHUSETTS
Boston
Springfield

Mark S. Bowen, Clerk
Circuit Court, Wicomico County
Courthouse
Salisbury, Maryland 21801

HAND DELIVERED

Re: Town of Hebron
Chestnut Tree Road Annexation
Resolution 2004 - 1

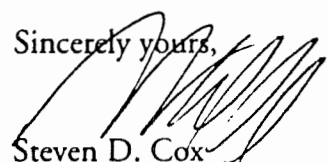
Jan 14, 2005 10:29 AM

Dear Mr. Bowen:

Enclosed please find a copy of the Resolution and accompanying Exhibits A, B, and C for the above described property that was annexed into the Town of Hebron. The Resolution was approved by the Commissioners of Hebron on June 16, 2004. The time for a Petition for Referendum has expired with no Petition having been filed with the Town.

This letter and its enclosures are being sent to you pursuant to Article 23A, §19(p) of the Annotated Code of Maryland.

Sincerely yours,


Steven D. Cox

SDC:lol
enclosures
cc: Commissioners of Hebron

RESOLUTION NO. 2004 - 1

A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE SOUTHERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "CHESTNUT TREE ROAD ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY THE TOWN OF HEBRON, BOUNDED ON THE EAST BY LEVIN DASHIELL ROAD, BOUNDED ON THE SOUTH BY LANDS NOW OR FORMERLY OWNED BY CHARLES AND CAROLE BLACK, AND BOUNDED ON THE WEST BY A 66' RAILROAD RIGHT OF WAY AND BOUNDED ON THE SOUTHWEST BY LANDS NOW OR FORMERLY OWNED BY JOHN M. BROUSSARD AND JOHANNA BROUSSARD.

THE AREA TO BE ANNEXED BEING THE LANDS NOW OWNED BY:

- 1. ERROLL A. MATTOX AND KELSIE R. GATISON
- 2. ST. LUKES M. E. CHURCH OF HEBRON
- 3. MARY JANE H. BROWN
- 4. LEOVELITO T. CATALLA AND NORMA G. CATALLA
- 5. RONALD D. MORRIS AND FRANCES P. MORRIS
- 6. PATRICIA A. WINDER
- 7. JOHN N. BLAKE AND ARLENE K. BLAKE
- 8. OLIVE B. HANDY
- 9. SAVANNAH E. MORRIS
- 10. MERRILL D. MORRIS, JR. AND PEARLENE T. MORRIS
- 11. NOAH J. BIRKHEAD AND JULIA B. BIRKHEAD
- 12. BOUNDS PHILLIPS FEED SERVICE, INC.
- 13. BOUNDS PHILLIPS, INC.

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five per cent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon the westerly limits of the Town of Hebron and called the "Chestnut Tree Road Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five per cent (25%) of the persons who are property owners in the area to be annexed, all as of May 19, 2004; and,

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

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

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON, That the Commissioners shall hold a public hearing on the annexation proposed on Wednesday, June 16, 2004 at 7:30 p. m. in the Town Hall of Hebron and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 19th day of May, 2004, 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 16th day of June, 2004.

Theresa Morris

Theresa Morris, Secretary
Commissioners of Hebron

Doris Hall

Doris Hall, President
Commissioners of Hebron

EXHIBIT "A"

Beginning at a point formed by the intersection of the southeasterly right-of-way line of Chestnut Street, and the northern point of the lands, now or formerly, of St. Lukes M. E. Church of Hebron, as recorded among the Land Records of Wicomico County, Maryland in Liber E. A. T. No. 44, Folio 346, said point being located on the existing Corporate Limits of the Town of Hebron, Maryland, thence as follows:

1. leaving said Chestnut Street and said Corporate Limits Line of the Town of Hebron and running by and with said lands of St. Lukes M. E. Church of Hebron, South 18° 18' 25" East a distance of 208.55 feet to a point on the lands, now or formerly, of Mary Jane H. Brown, as recorded among the aforesaid land records in Liber M. S. B. No. 1316, Folio 702; thence,
2. leaving said lands of St. Lukes M. E. Church of Hebron and running by and with said lands of Brown for the following two (2) courses, South 18° 18' 25" East a distance of 160.17 feet to a point; thence,
3. North 47° 49' 15" East a distance of 7.83 feet to a point on the lands, now or formerly, of Leovelito T. Catalla, et ux., as recorded among the aforesaid land records in Liber A. J. S. No. 888, Folio 123; thence,
4. leaving said lands of Brown and running by and with said lands of Catalla, South 18° 16' 45" East a distance of 65.81 feet to a point on the northerly line of the lands, now or formerly, of Patricia A. Winder, as recorded among the aforesaid land records in Liber J. W. T. S. No. 666, Folio 445; thence,
5. leaving said lands of Catalla and running by and with said lands of Winder for the following two (2) courses, South 71° 43' 15" West a distance of 7.12 feet to a point; thence,
6. South 18° 18' 25" East a distance of 118.09 feet to a point on the northerly right-of-way line of Chestnut Tree Road; thence,
7. leaving said lands of Winder and running across the right-of-way of Chestnut Tree Road South 18° 18' 25" East a distance of 30.08 feet to a point at the northwesternmost point of the lands, now or formerly, of Erroll A. Matrox and Kelsie

R. Gatison, as recorded among the aforesaid land records in Liber A. J. S. No. 1073, Folio 411; thence,

8. leaving said Chestnut Tree Road and running by and with said lands of Mattox, et al., for the following six (6) courses, South $18^{\circ} 18' 25''$ East a distance of 1,005.17 feet to a point; thence,

9. South $18^{\circ} 09' 11''$ East a distance of 104.46 feet to a point; thence,

10. North $77^{\circ} 01' 20''$ East a distance of 1,080.04 feet to a concrete post found; thence,

11. North $01^{\circ} 05' 27''$ East a distance of 27.19 feet to a concrete post found; thence,

12. North $24^{\circ} 37' 32''$ East a distance of 560.10 feet to an iron rod found; thence,

13. North $45^{\circ} 26' 21''$ West a distance of 788.39 feet to an iron rod found on the southerly right-of-way line of Chestnut Tree Road; thence,

14. leaving the said lands of Mattox and running across the said right-of-way of Chestnut Tree Road North $45^{\circ} 26' 21''$ West a distance of 34.81 feet to a point at the intersection of the northerly right-of-way line of Chestnut Tree Road and the easterly line of the lands, now or formerly, of Bounds Phillips Feed Service, Inc., as recorded among the aforesaid land records in Liber J. W. T. S. No. 369, Folio 350, and the lands of Bounds Phillips Feed Service, Inc. and Bounds Phillips, Inc. as recorded among the aforesaid land records in Liber J. W. T. S. No. 804, Folio 239 and Liber J. W. T. S. No. 521, Folio 118; thence,

15. leaving the said Chestnut Tree Road and running by and with said lands of Bounds Phillips Feed Service, Inc. and Bounds Phillips, Inc., North $45^{\circ} 26' 21''$ West a distance of 380.84 feet to a point on the aforementioned existing Corporate Limits Line of the Town of Hebron; thence,

16. leaving said easterly line of the lands of Bounds Phillips Feed Service, Inc. and Bounds Phillips, Inc. and running by and with said Corporate Limits Line of

the Town of Hebron for the following three (3) courses, South 47° 28' 50" West a distance of 700.88 feet to a point; thence,

17. North 41° 30' 50" West a distance of 632.73 feet to a point; thence,

18. South 48° 41' 23" West a distance of 30.00 feet to the point which is the place of beginning; and containing 38.65 acres, more or less.

The above-described lot or parcel of land is intended to be all that area designated on a plat, entitled "Annexation Plat, Chestnut Tree Road Annexation, Town of Hebron, Maryland" as prepared by Parker & Associates, Inc., dated April 15, 2004, and which is available at the Hebron Town Hall for public inspection.

BOOK 3 PAGE 569

EXHIBIT "B"

1. The Town will assess taxes and will provide services. Subsequent to the approval of the Commissioners of Hebron, with regard to the proposed area to be annexed, the placement and connection of water and sewer mains to adequately serve the area shall be the responsibility of the land owners and assumed wholly at their cost.

EXHIBIT "C"

1. ALL EXISTING DEVELOPMENT will be given ninety (90) days following availability of utility services to tie into Town systems. At the expiration of this period of time, front-foot assessments will be charged and connection required, in accordance with current Town policy.
2. NEW DEVELOPING PROPERTIES will be required to use any available Town system at the time of construction. Front-foot assessments and tapping charges will be payable at the time of application for service.
3. WATER AND SEWER and other improvements and services will be available to newly annexed areas in accordance with prevailing Town policy.
4. ZONING will be residential as defined in the Code of Hebron in effect at the time of annexation, and as amended. No zoning changes may be made following annexation unless approved by the appropriate body as established by the Commissioners of Hebron.

Received for Record JAN 14 2005 and
County Ordinance recorded in the land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 562-570
Mark J. Bowe Clerk

Del to Steve Cox, Atty

Akman & Associates, P.C.

LAW OFFICES

BOOK

3 PAGE 571

Bryan J. Akman - MD
 Robert S. Shreve - MD & PA
 Steven D. Cox - MD
 L. Dawn Haber - PA
 F. Lee Elrick - MD
 Rosalind Maron Ross - PA

Creighton, Circa 1832
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Kenneth P. Montgomery - MD & D.C.
 Lawrence H. Fisher - PA
 Stephen M. Hearne - MD
 Michael J. Menner - PA
 Mark A. Falvo - PA
 Molly M. Bodendorfer - MD

Please Reply To The Salisbury Office

January 14, 2005

BRANCH OFFICES:

WASHINGTON, D.C.

MARYLAND
 Cumberland
 Bel Air
 Millersville
 Baltimore
 Frederick

PENNSYLVANIA

Greensburg
 Johnstown
 Butler
 Oil City

MASSACHUSETTS
 Boston
 Springfield

Mark S. Bowen, Clerk
 Circuit Court, Wicomico County
 Courthouse
 Salisbury, Maryland 21801

HAND DELIVERED

Re: Town of Hebron
 Chandler Property Annexation
 Resolution 2004 - 3

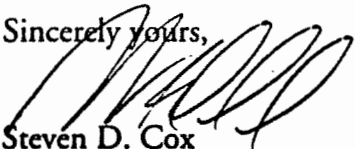
MRB H183
 Jan 14 2005 10:24 am

Dear Mr. Bowen:

Enclosed please find a copy of the Resolution and accompanying Exhibits A, B, and C for the above described property that was annexed into the Town of Hebron. The Resolution was approved by the Commissioners of Hebron on October 6, 2004. The time for a Petition for Referendum has expired with no Petition having been filed with the Town.

This letter and its enclosures are being sent to you pursuant to Article 23A, §19(p) of the Annotated Code of Maryland.

Sincerely yours,


 Steven D. Cox

SDC:lol
 enclosures
 cc: Commissioners of Hebron

RESOLUTION NO. 2004 - 3

A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE SOUTHERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "CHANDLER ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY PROPERTY OWNED BY DEBBIE CHANDLER, BOUNDED ON THE EAST BY LANDS NOW OR FORMERLY OWNED BY HATTIE WINDER AND ROBERT E. WINDER, BY LANDS NOW OR FORMERLY OWNED BY JOHN A. GIDDEN, JR. AND DORENE E. GIDDEN, BOUNDED ON THE SOUTH BY LANDS NOW OR FORMERLY OWNED BY STEVEN D. MORRIS, BY LANDS NOW OR FORMERLY OWNED BY WILLIAM R. WEBSTER, AND BOUNDED ON THE WEST BY LANDS NOW OR FORMERLY OWNED BY JOSEPH P. WRIGHT, SR., ET AL.

THE AREA TO BE ANNEXED BEING THE LANDS NOW OWNED BY:
DEBBIE CHANDLER

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five per cent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon the southern limits of the Town of Hebron and called the "Chandler Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five per cent (25%) of the persons who are property owners in the area to be annexed, all as of August 1, 2004; and,

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HEBRON That it is hereby proposed and recommended that the boundaries of the Town of Hebron be changed so as to annex to and include within

said Town all that certain area of land together with the persons residing therein and their property, contiguous to and binding upon the southerly limits of the Town of Hebron and being more particularly described in Exhibit "A" as attached hereto and made a part hereof.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON, That the Commissioners shall hold a public hearing on the annexation proposed on Wednesday, October 6, 2004 at 7:30 p. m. in the Town Hall of Hebron and shall cause a public notice of the time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 1st day of September, 2004, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on the 6th day of October, 2004.

Theresa Morris

Theresa Morris, Secretary
Commissioners of Hebron

Doris Hall

Doris Hall, President
Commissioners of Hebron

BOOK 3 PAGE 574
EXHIBIT "A"

ALL that tract of land in Hebron Election District, Wicomico County, Maryland, and more particularly described as follows:

BEGINNING at a concrete monument found at the southeast corner of the parcel of land described herein, the same being a portion of the lands described in a deed dated November 13, 2003 and recorded among the Land Records of Wicomico County, Maryland in Liber M. S. B. No. 2158, Folio 296, which said concrete monument is at the southeast corner of all of the lands described therein as well; thence:

1. South 75° 21' 23" West a distance of 420.98 feet to iron pipe found; thence,
2. North 20° 42' 44" West a distance of 121.65 feet to the existing corporate limits of the Town of Hebron; thence,
3. By and with the said existing corporate limits of the Town of Hebron North 71° 39' 20" East a distance of 396.79 feet to the easterly line of the parcel of land described herein; thence,
4. South 29° 07' 53" East a distance of 151.39 feet to the point of beginning; and containing 1.26 acres of land, more or less.

BOOK 3 PAGE 575

EXHIBIT "B"

1. The Town will assess taxes and will provide services. Subsequent to the approval of the Commissioners of Hebron, with regard to the proposed area to be annexed, the placement and connection of water and sewer mains to adequately serve the area shall be the responsibility of the land owners and assumed wholly at their cost.

EXHIBIT "C"

1. ALL EXISTING DEVELOPMENT will be given ninety (90) days following availability of utility services to tie into Town systems. At the expiration of this period of time, front-foot assessments will be charged and connection required, in accordance with current Town policy.
2. NEW DEVELOPING PROPERTIES will be required to use any available Town system at the time of construction. Front-foot assessments and tapping charges will be payable at the time of application for service.
3. WATER AND SEWER and other improvements and services will be available to newly annexed areas in accordance with prevailing Town policy.
4. ZONING will be residential as defined in the Code of Hebron in effect at the time of annexation, and as amended, for all of the property. No zoning changes may be made following annexation unless approved by the appropriate body as established by the Commissioners of Hebron.

Received for Record JAN 14 2005 and
County Ordinance recorded in the ~~land~~ Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 571-576
Mad A. Bove Clerk

Akman & Associates, P.C.

LAW OFFICES

BOOK

3 PAGE 577

Bryan J. Akman - MD
 Robert S. Shreve - MD & PA
 Steven D. Cox - MD
 L. Dawn Haber - PA
 F. Lee Elrick - MD
 Rosalind Maron Ross - PA

Creighton, Circa 1832
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Kenneth P. Montgomery - MD & D.C.
 Lawrence H. Fisher - PA
 Stephen M. Hearne - MD
 Michael J. Menner - PA
 Mark A. Falvo - PA
 Molly M. Bodendorfer - MD

Please Reply To The Salisbury Office

January 14, 2005

BRANCH OFFICES:
 WASHINGTON, D.C.

MARYLAND
 Cumberland
 Bel Air
 Millersville
 Baltimore
 Frederick

PENNSYLVANIA
 Greensburg
 Johnstown
 Butler
 Oil City

MASSACHUSETTS
 Boston
 Springfield

Mark S. Bowen, Clerk
 Circuit Court, Wicomico County
 Courthouse
 Salisbury, Maryland 21801

HAND DELIVERED

Re: Town of Hebron
 Airport and Waller Farms Annexation
 Resolution 2004 - 4

Dear Mr. Bowen:

Enclosed please find a copy of the Resolution and accompanying Exhibits A, B, and C and Proposed Outline For Extension of Services and Facilities for the above described property that was annexed into the Town of Hebron. The Resolution was approved by the Commissioners of Hebron on November 17, 2004. The time for a Petition for Referendum has expired with no Petition having been filed with the Town.

This letter and its enclosures are being sent to you pursuant to Article 23A, §19(p) of the Annotated Code of Maryland.

Sincerely yours,


 Steven D. Cox

SDC:lol
 enclosures
 cc: Commissioners of Hebron

RESOLUTION NO. 2004 - 4

A RESOLUTION OF THE COMMISSIONERS OF HEBRON PROPOSING THE ANNEXATION TO THE TOWN OF HEBRON OF A CERTAIN AREA OF LAND SITUATED CONTIGUOUS TO AND BINDING UPON THE NORTHERN LIMIT OF THE TOWN OF HEBRON, TO BE KNOWN AS THE "AIRPORT AND WALLER FARMS ANNEXATION", THE AREA BEING BOUNDED ON THE NORTH BY PORTER MILL ROAD, BOUNDED ON THE EAST BY U. S. ROUTE 50, BOUNDED ON THE SOUTH BY WEST CHURCH STREET, BY LANDS NOW OR FORMERLY OWNED BY JAMES G. BEACH, JR., ET AL., BY LANDS CONTAINED IN THE CHAPEL BRANCH SUBDIVISION, BY LANDS NOW OR FORMERLY OWNED BY ALICE H. TRACEY 1999 TRUST, BY LANDS NOW OR FORMERLY OWNED BY SAMUEL C. SMULLEN AND MARIE A. SMULLEN, AND BY REWASTICO CREEK, AND BOUNDED ON THE WEST BY OLD RAIL ROAD ROAD, ALSO KNOWN AS GHOST LIGHT ROAD.

THE AREA TO BE ANNEXED BEING THE LANDS NOW OWNED BY: PORTER MILL PROPERTIES, LLC AND COMMISSIONERS OF HEBRON

WHEREAS, the property proposed to be annexed to the Town of Hebron, and which is described in Exhibit "A", as attached to this Resolution, was the subject of Resolution 2004 - 2, which was introduced on or about July 21, 2004 and subsequently advertised, and thereafter a public hearing was held on the said Resolution on or about August 18, 2004, with the result that the said Resolution 2004 - 2 was adopted by the Commissioners of Hebron on or about August 18, 2004; and,

WHEREAS, the said public hearing for the said Resolution 2004 - 2 may have been held too early and thus may not have been in accord with Article 23A, §19 of the Annotated Code of Maryland, therefore, this Resolution is hereby proposed so as to be advertised and have a public hearing held in accord with the said Article 23A, §19 of the Annotated Code of the State of Maryland; and,

WHEREAS, the Town of Hebron has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are owners of at least twenty-five

per cent (25%) of the assessed valuation of the real property in the area sought to be annexed and being contiguous to and binding upon the northern limits of the Town of Hebron and called the "Airport and Waller Farms Annexation" for identification; and,

WHEREAS, the Town of Hebron has caused to be made a certification of the signatures on said consent to annexation and has verified that the persons signing the petition represent at least twenty-five per cent (25%) of the persons who are property owners in the area to be annexed, all as of July 1, 2004; and,

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

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

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF HEBRON, That the Commissioners shall hold a public hearing on the annexation proposed on Wednesday, October 27, 2004 at 7:30 p. m., and any continuation thereof, in the Town Hall of Hebron and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Hebron, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of Hebron will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Hebron held on the 15th day of September, 2004, and having been duly published as required by law in the meantime, was passed after public hearings held on the 27th day of October, 2004 and on the 17th day of November, 2004.

Theresa Morris

Theresa Morris, Secretary
Commissioners of Hebron

Doris Hall

Doris Hall, President
Commissioners of Hebron

EXHIBIT "A"

All that tract of land in Hebron Election District, Wicomico County, Maryland, bounded on the North by Porter Mill Road, bounded on the East by U. S. Route 50, bounded on the South by West Church Street, by lands now or formerly owned by James G. Beach, Jr., et al., by lands contained in the Chapel Branch Subdivision, by lands now or formerly owned by Alice H. Tracey 1999 Trust, by lands now or formerly owned by Samuel C. Smullen and Marie A. Smullen, and by Rewastico Creek, and bounded on the West by Old Rail Road Road, also known as Ghost Light Road, and more particularly described as follows:

BEGINNING at a point on the northwest side of West Church Street, at the southernmost corner of the land now or formerly owned by the Commissioners of Hebron, being the point designated by the letter "A" on a plat entitled, "Descriptive Plat of Two Parcels of Land surveyed in consolidation for the President and Commissioners of the Village of Hebron, Md.", dated October 23, 1963, and recorded among the Land Records of Wicomico County, Maryland in Liber J. W. T. S. No. 575, Folio 282; thence:

1. North 43° 51' West a distance of 230.00 feet by and with and binding upon the northeast side of West Church Street; thence,
2. North 45° 51' West a distance of 925.80 feet by and with and binding upon the northeast side of Church Street, to a point of curve at Old Railroad Road, also known as Ghost Light Road; thence,
3. Curve to right, having a radius of 171.17 feet and a curve length of 149.67 feet (Chord bearing North 18° 48' West a distance of 144.95 feet to a point of tangent); thence,
4. North 6° 15' East a distance of 2,028.65 feet by and with, and binding upon the easterly side of the said Old Railroad Road, also known as Ghost Light Road, to the center of a culvert; thence,
5. North 6° 15' East a distance of 444.62 feet to intersect the southwesterly side of the Porter Mill Road; thence,

6. South 82° 40' East a distance of 1,093.71 feet by and with and binding upon the southwesterly side of the said Porter Mill Road; thence,

7. South 83° 34' East a distance of 1,989.34 feet by and with and binding upon the southwesterly side of the said Porter Mill Road, to point of curve; thence,

8. Curve to the left, having a radius of 391.78 feet and a curve length of 286.50 feet (Chord bears North 75° 29' East a distance of 280.16 feet to a point of tangent); thence,

9. North 54° 32' East a distance of 35.35 feet with the southeast side of the said Porter Mill Road to a cement post designated by the letter "A" on a plat of the William Cooper Farm by W. Ballard Miles, dated February 11, 1963 and recorded among the aforesaid land records in Liber I. T. P. No. 583, Folio 7; thence,

10. North 52° 51' East a distance of 1,826.76 feet by and with the said Porter Mill Road to the intersection with the southwest side of the old road from Salisbury to Vienna; thence,

11. North 24° 47' East a distance of 36.31 feet across the said old road from Salisbury to Vienna; thence,

12. North 37° 00' East a distance of 142.87 feet to a point at the northernmost corner of parcel 3 on a plat of the Lloyd A. Richardson Farm by W. Ballard Miles, dated April 5, 1963, and recorded among the aforesaid land records in Liber I. T. P. No. 583, Folio 5 and being the southwesterly side of the right of way of U. S. Route 50; thence,

13. South 44° 46' East a distance of 219.31 feet with the said U. S. Route 50 to a point; thence,

14. South 45° 14' West a distance of 135.00 feet across the said old road from Salisbury to Vienna to a concrete post at the end of the second course of the Cooper Farm, and a point indicated on the State Road Plat No. 8285 as point 181 + 48.69 which is perpendicular to and 210 feet distant from the control line for said U. S. Route 50, thence with lines set forth in State Road Drawings Nos. 5282, 5283,

5284, and 5285, and binding on the southerly side of said State Road right of way the following six (6) courses and distances, to wit:

15. South $60^{\circ} 21'$ East a distance of 171.10 feet to a State Road marker (C. P.) found; thence,
16. South $56^{\circ} 57'$ East a distance of 338.11 feet; thence,
17. Curve to the right, having a radius of 5,654.58 feet, and a curve length of 1,575.48 feet, the Chord of said curve bearing South $31^{\circ} 41'$ East a distance of 1,570.62 feet, thence
18. South $23^{\circ} 42'$ East a distance of 1,388.53 feet across the intersection of the said U. S. Route 50 with old Route 347 and relocated Route 347; thence,
19. South $66^{\circ} 18'$ West a distance of 12.00 feet; thence,
20. South $23^{\circ} 42'$ East a distance of 20.00 feet to the center of a four (4) pipe culvert under U. S. Route 50 and the Chapel Branch of Rewastico Creek, thence with the meanderings of the Chapel Branch of Rewastico Creek, and binding on center of the run, the following twenty-five (25) courses and distances:
 21. South $25^{\circ} 15'$ West a distance of 495.00 feet; thence,
 22. South $78^{\circ} 10'$ West a distance of 313.50 feet; thence,
 23. North $84^{\circ} 18'$ West a distance of 255.75 feet; thence,
 24. North $58^{\circ} 36'$ West a distance of 374.40 feet; thence,
 25. South $76^{\circ} 28'$ West a distance of 297.00 feet to the center of the State Road 347 extending from St. Paul's Church (Old Spring Hill Church) to Hebron, which point is also the center of the culvert under said State Road; thence,
 26. South $89^{\circ} 30'$ West a distance of 252.45 feet; thence,

27. South 81° 10' West a distance of 408.37 feet; thence,
28. North 64° 10' West a distance of 404.25 feet; thence,
29. South 58° 40' West a distance of 264.00 feet; thence,
30. South 69° 23' West a distance of 226.05 feet; thence,
31. South 56° 23' West a distance of 111.37 feet; thence,
32. North 74° 37' West a distance of 247.00 feet; thence,
33. North 70° 07' West a distance of 412.50 feet to the southeast corner of the said James A. Waller Farm and the end of the eleventh (11th) course on the aforesaid plat thereof; thence,
34. South 77° 25' West a distance of 214.50 feet; thence,
35. North 61° 15' West a distance of 156.75 feet; thence,
36. South 73° 30' West a distance of 165.00 feet; thence,
37. South 86° 40' West a distance of 198.00 feet; thence,
38. South 60° 40' West a distance of 188.10 feet to the center of an old bridge site and private road; thence,
39. South 75° 55' West a distance of 608.00 feet; thence,
40. North 89° 55' West a distance of 668.25 feet; thence,
41. South 49° 30' West a distance of 420.75 feet; thence,
42. South 4° 35' East a distance of 90.75 feet to the northernmost corner of a tract of land conveyed to the Hebron Athletic Club from Isaac T. Wimbrow by deed dated March 30, 1947, recorded among the aforesaid land records in Liber J. W. T. S.

No. 299, Folio 297; thence,

43. South $33^{\circ} 13'$ West a distance of 62.24 feet part way with the 4th line of the lands of the said Hebron Athletic Club, thence,

44. South $33^{\circ} 13'$ West a distance of 297.50 feet to the point of beginning; and containing 403.18 acres of land, more or less.

EXHIBIT "B"

1. The Town will assess taxes and will provide services. Subsequent to the approval of the Commissioners of Hebron, with regard to the proposed area to be annexed, the placement and connection of water and sewer mains to adequately serve the area shall be the responsibility of the land owners and assumed wholly at their cost.

EXHIBIT "C"

1. ALL EXISTING DEVELOPMENT will be given ninety (90) days following availability of utility services to tie into Town systems. At the expiration of this period of time, front-foot assessments will be charged and connection required, in accordance with current Town policy.
2. NEW DEVELOPING PROPERTIES will be required to use any available Town system at the time of construction. Front-foot assessments and tapping charges will be payable at the time of application for service.
3. WATER AND SEWER and other improvements and services will be available to newly annexed areas in accordance with prevailing Town policy.
4. ZONING will be residential as defined in the Code of Hebron in effect at the time of annexation, and as amended, for all of the property except that part of the area to be annexed which fronts on U. S. Route 50 and extends five hundred feet (500') back therefrom, which shall be zoned commercial. No zoning changes may be made following annexation unless approved by the appropriate body as established by the Commissioners of Hebron.

TOWN OF HEBRON

Proposed Outline For Extension of Services and Facilities for:

“AIRPORT AND WALLER FARMS ANNEXATION”

1. LAND USE PLAN

Zoning for all parcels of land to be annexed shall become “Residential” as defined in the Code of Hebron in effect at the time of annexation and as amended, except for a portion thereof fronting along U. S. Route 50.

Development plans include a residential subdivision and a commercial development along U. S. Route 50.

2. LAND FOR PUBLIC FACILITIES

Utility easements or fee simple ownership for water and sanitary sewer mains and whatever else may be needed to serve the land may be required to be deeded to the Commissioners of Hebron. These lands will be identified on the final approved subdivision plat and will be dependent upon development configuration.

3. EXTENSION OF MUNICIPAL SERVICES

Public water and sewer mains will be extended to serve the land from the existing mains, to the extent possible. Additional wells and storage facilities for potable water may be required. Location of utilities on the land, as well as stormwater management facilities, are dependent upon development configuration and will be finalized prior to the subdivision plat approval process.

4. FINANCING OF THE EXTENSION OF MUNICIPAL SERVICES

The cost of the extension of municipal services shall be borne by the developer of the land, unless otherwise agreed to.

County Ordinance

Received for Record JAN 14 2005 and
recorded in the ~~book~~ Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 577-588
Mark J. Bowe Clerk

RESOLUTION NO. 12-04

A RESOLUTION of the Commissioners of the Town of Sharptown proposing the annexation to the Town of Sharptown of a certain area of land situate, contiguous to and binding upon the Southwesterly corporate limits of the Town of Sharptown, to be known as the "State Street - Annexation," being an area located on the West side of Corporation Road.

WHEREAS the Town of Sharptown 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 located on the West side of Corporation Road, said parcel being contiguous to and binding upon the Southwesterly corporate limits of the Town of Sharptown; and

WHEREAS the Town of Sharptown 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 1, 2004; and

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF SHARPTOWN THAT it is hereby proposed and recommended that the boundaries of the Town of Sharptown be changed so as to annex to and include within said Town all that parcel of land together with the persons

FILED residing therein and their property, contiguous to and located on the West side of Corporation Road, and being more particularly described on Exhibit "A" attached hereto
05 FEB 28 AM 9:13
CLERK. WICOMICO CO

LIBER 3 PAGE 590

and made a part hereof.

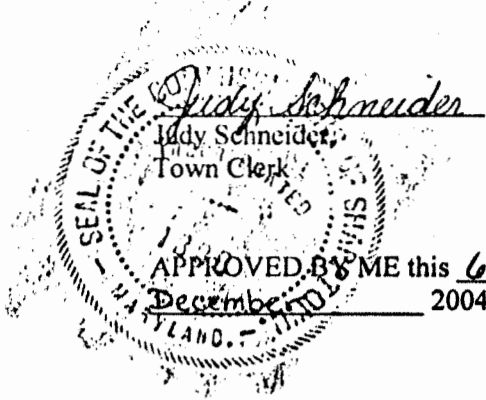
SECTION 2. AND BE IT FURTHER RESOLVED BY THE TOWN OF SHARPTOWN, THAT the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

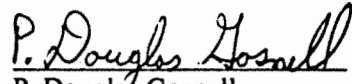
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF SHARPTOWN, THAT the Commissioners hold a public hearing on the annexation hereby proposed on December 6, 2004, at 7:30 o'clock p.m. in the Town Hall, in Sharptown, Maryland, and the Commissioners shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Sharptown, of 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 Sharptown will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COMMISSIONERS OF THE TOWN OF SHARPTOWN, 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 Annotated Code.

The above resolution was introduced and read and passed at the regular meeting of the Commissioners of the Town of Sharptown held on this 6th day of December,

2004, 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 6th day of December, 2004.


 Judy Schneider
 Judy Schneider,
 Town Clerk
 APPROVED BY ME this 6th day of
December 2004.


 P. Douglas Gosnell,
 President of the Town Commissioners

CONDITIONS OF ANNEXATION

Exhibit "B"

"STATE STREET - ANNEXATION"

A. SERVICES AND TAXES

1. Property taxes will be assessed at the first normal taxing period following annexation.
2. The annexed area will be served in accordance with Town policy in effect at the time of sewer and water extension.

B. GENERAL PROVISIONS

1. Newly developing properties will be required to use Town water and sewer systems available at the time of construction or made available in conjunction with construction. All appropriate fees, charges and/or assessments must be paid before connection to Town utility lines are completed.
2. If recommended by the Town of Sharptown Planning & Zoning Commission, the Town of Sharptown will zone the entire annexation area R-2 General Residential.

C. MISCELLANEOUS

1. As a condition of annexation, petitioner shall pay the cost of annexation including, but not limited to, advertising cost associated with the annexation.

TOWN OF SHARPTOWN

PETITION FOR ANNEXATION

TO THE TOWN COMMISSIONERS OF THE TOWN OF SHARPTOWN

I request the annexation of my land to the Town of Sharptown

20,908 square feet, more or less, located on Parcel 131 on the Southeasterly side of State Street.

SIGNATURES:

Jeffrey J. Van Zandt
Jeffrey J. Van Zandt

11/1/04
Date

Deborah A. Van Zandt
Deborah A. Van Zandt

11/1/04
Date

LIBER 3 PAGE 594

CERTIFICATION

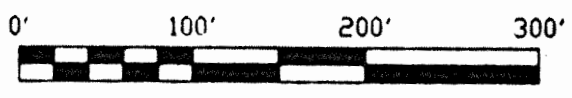
"STATE STREET- ANNEXATION"

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

Judy Schneider
Judy Schneider, Town Clerk



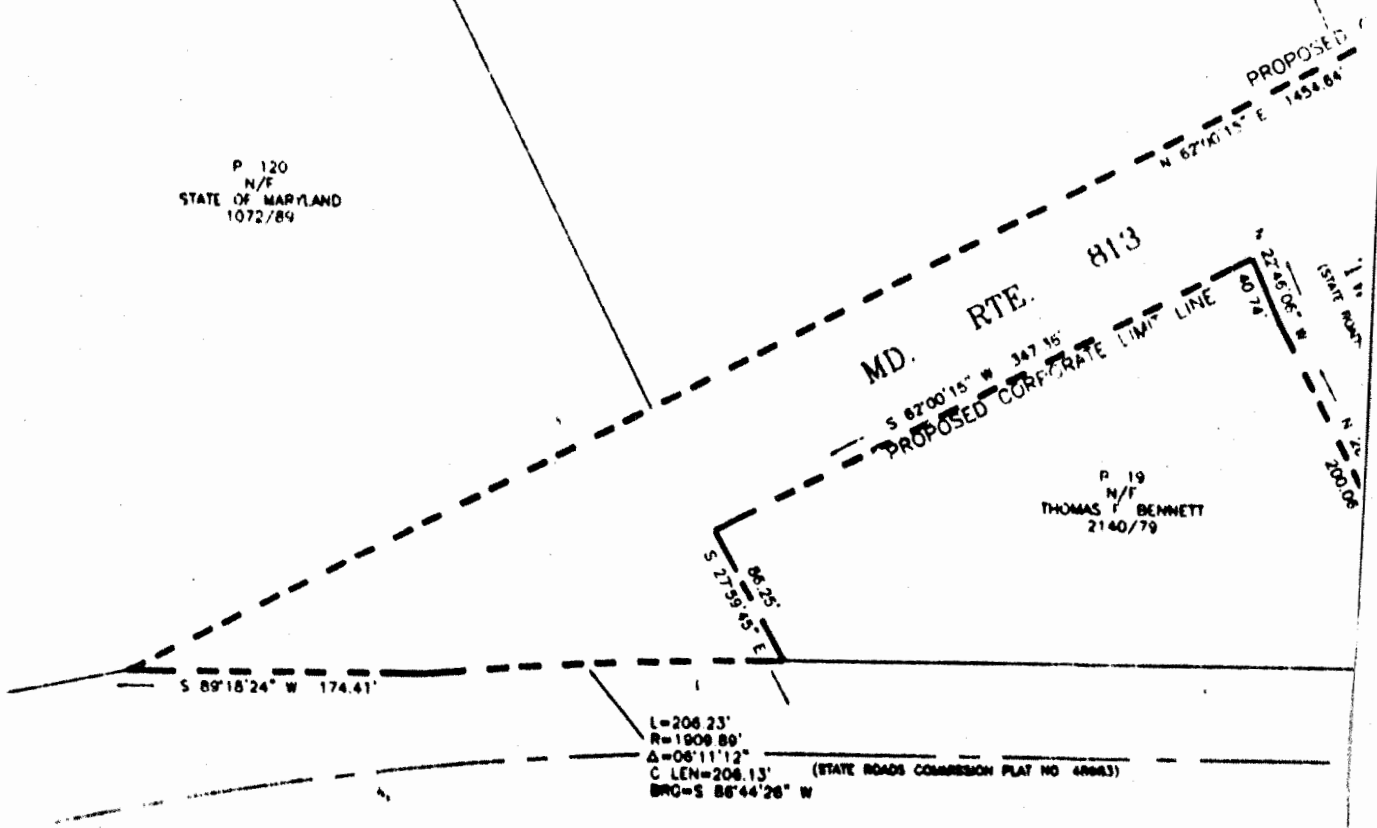
Dated: November 1, 2004.



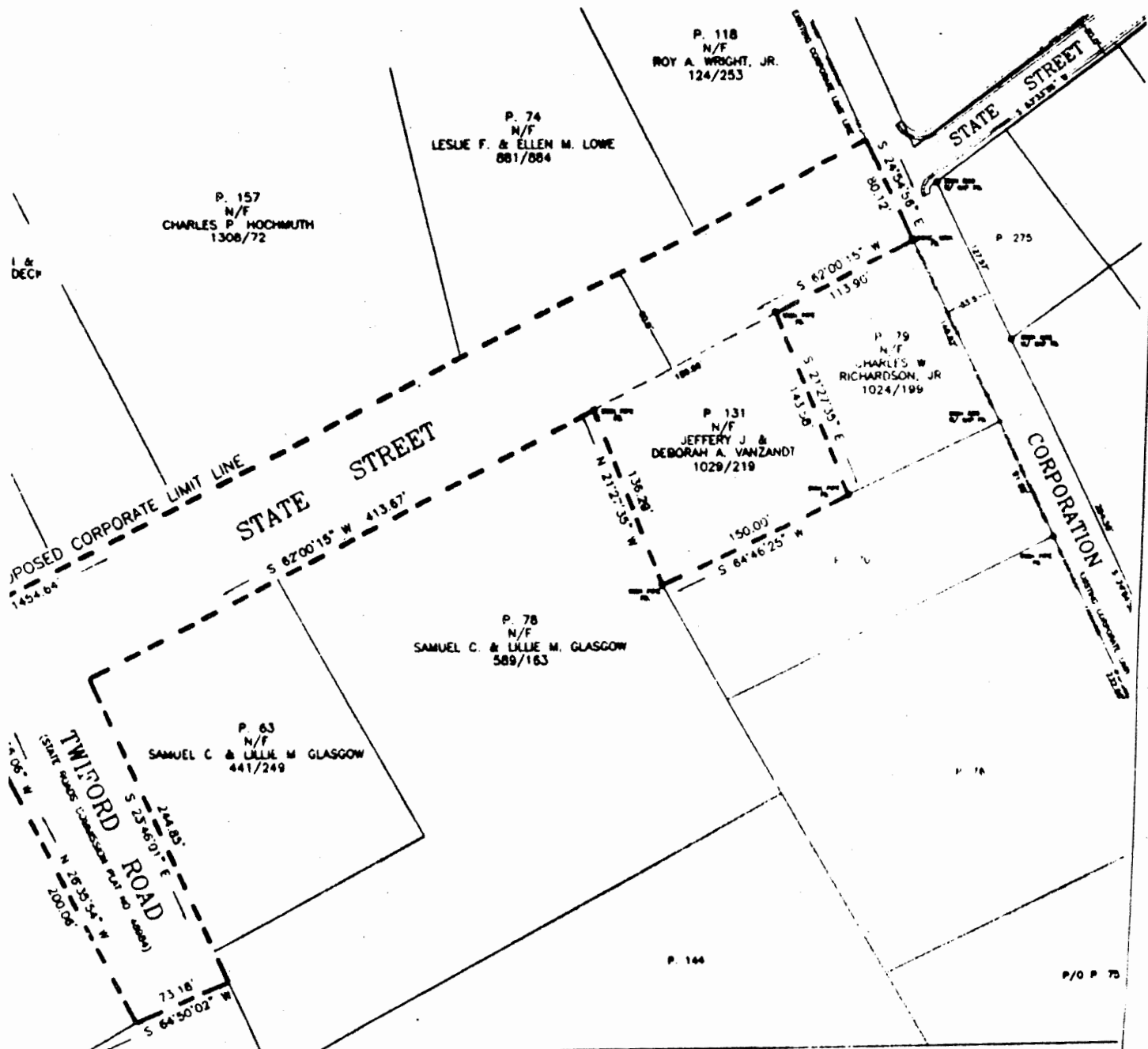
P 156
N/F
JOSEPH R. III &
SUSAN W. HEUDECK
875/123

P 121
N/F
MARK K. & TRACI L. MURPHY
1786/433

P 120
N/F
STATE OF MARYLAND
1072/89



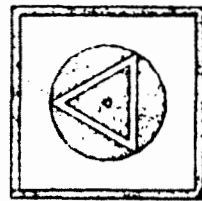
P 19
N/F
THOMAS J. BENNETT
2140/79



MD. RTE. 313 RELOCATED

(STATE ROADS COMMISSION)

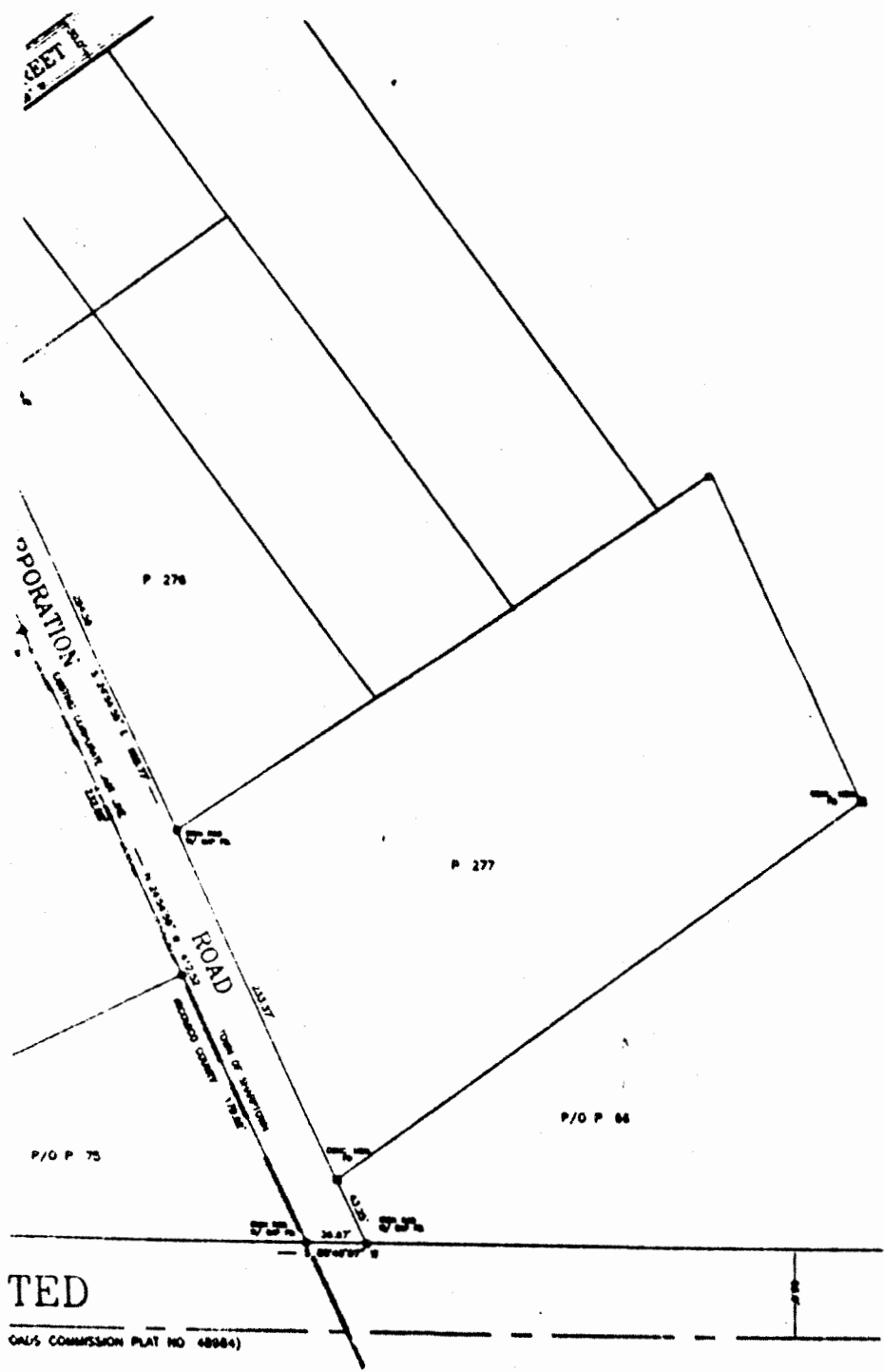
F. Douglas Jones
Surveying Associates
 1008 W. Main St.
 Quantico Square, Suite C
 Salisbury, Maryland 21801
 Phone: 410-543-2615
 Fax: 410-543-8859



Surveying
 Services
 For the
 21st Century

| REVISIONS | |
|-----------|-------------|
| Date | Issued for. |
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ANNEXATION SURVEY
FOR THE
COMMISSIONERS OF SHARPTOWN
TOWN OF SHARPTOWN
SHARPTOWN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND
 State Street Annexation
 Resolution No. 12-04 Exhibit "A" 11/06/04



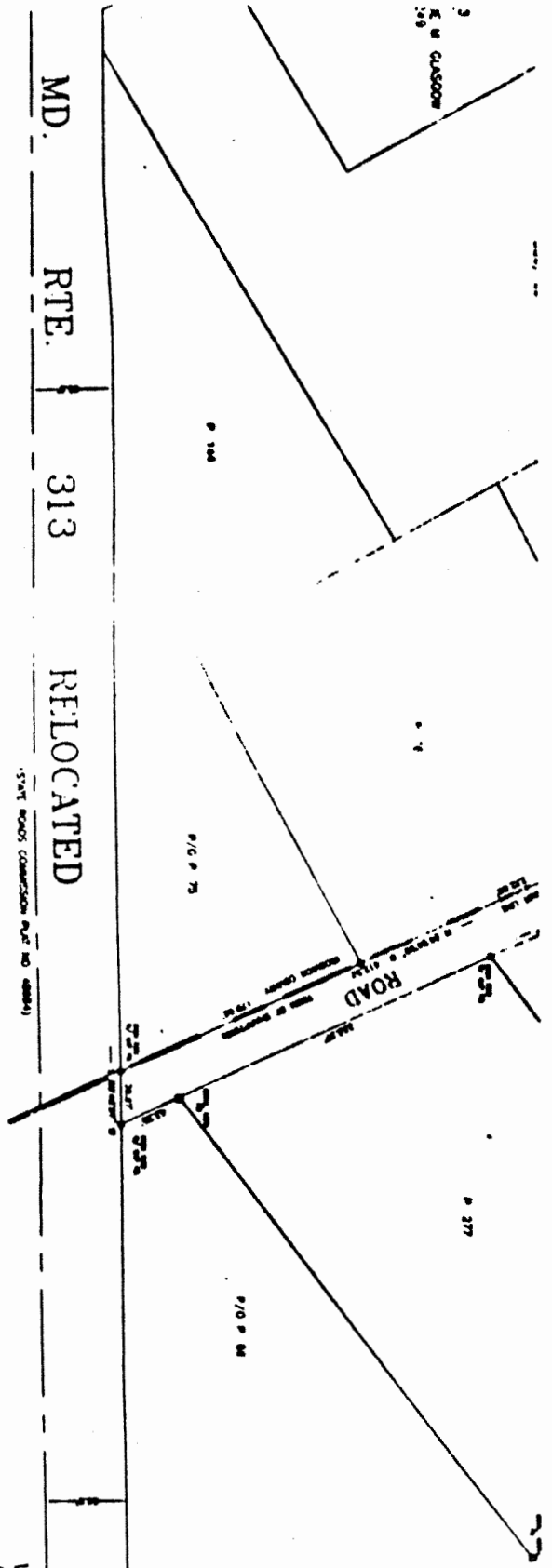
TED
 GALS COMMISSION PLAT NO 40004



LIBER 3 PAGE 599

MD. RTE. 313 RELOCATED

STATE ROADS COMMISSION (Not to Scale)



County Ord. Received for Record Feb. 28, 2005 and recorded in the ~~Lib~~ Records of Wicomico County, Maryland in Liber M.S.B. No. 3 Folios 589-599

Mark S. Brown Clerk

Return to Sharptown 3/23/05

| | |
|-----------------------------------|----------------------|
| SURVEYED BY F.D.J./S.H./W.T.P. | DATE 09/14/02 |
| DRAWN BY F.D.J. | DATE 10/11/04 |
| SCALE 1" = 100' | FIELD BOOK N.F.S. |
| JOB NUMBER 04-2177 | |
| DWG. FILE 04-2177-DWG | |



ANNEXATION SUR
FOR THE
COMMISSIONERS OF SH/
TOWN OF SHARPTOWN
SHARPTOWN ELECTION DI
WICOMICO COUNTY, MAR'
State Street-Annexation
Resolution No. 12-04 Exhibit "A"

LAW OFFICES
HEARNE & BAILEY, P. A.

BOOK

3 PAGE 600

CHARLES R. DASHWELL, JR.
PHILIP C. SMITH
KENNETH L. HOOPER

FREDERIC E. WIERMAN
OF COUNSEL

CHARLES E. HEARNE, JR. (1908 - 1986)
JAMES P. BAILEY (1922 - 1987)

COLONIAL BUILDING
126 EAST MAIN STREET
SALISBURY, MD 21801

PLEASE REPLY TO:

P. O. BOX 138
SALISBURY, MD 21803-0138

TELEPHONE (410) 749-5144
FAX NO. (410) 749-8273

KEN HOOPER FAX:
(410) 548-1382

e-mail: khooper@hbpalaw.com

August 9, 2005

VIA HAND DELIVERY

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

Re: The Town of Willards/Cypress Creek Annexation
File No. 36043

Dear Mark:

On June 13, 2005, after Public Hearing thereon, The Town of Willards passed Resolution No. 2005-3 annexing 28.90 acres into The Town of Willards, which said annexation is known as the "Cypress Creek Annexation." This annexation became effective July 29, 2005. I am enclosing herewith a copy of my letter to the State of Maryland Department of Legislative Reference for your file. I am also enclosing herewith the following documents which I would request that you record in the Annexation Records of the Circuit Court for Wicomico County:

1. Three mylars of the annexation plat for "Cypress Creek Annexation."
2. Executed copy of Resolution No. 2005-3.
3. Copy of recorded Annexation Agreement.
4. A copy of the Conditions of Annexation.
5. A copy of Outline of Proposed Services and Facilities.

FILED

05 AUG 10 10:38 AM

CLERK OF COURT