

BOOK 3 PAGE 701

RESOLUTION NO. 2003-12-1

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 Easterly side of and binding upon U. S. Route 13, to be known as the "Delmarva Medical 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 "Delmarva Medical 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 9, 2003, as will more particularly appear by the certification of Sara Bynum-King of the Town of Delmar, attached hereto; and

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

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

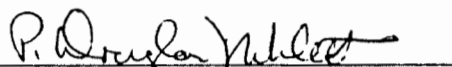
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on March 8, 2004, at 8:00 p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town

BOOK 3 PAGE 702
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 9th day of December, 2003, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 8th day of March, 2004.


Sara Bynum-King, Town Manager


P. Douglas Niblett, Mayor

BOOK 3 PAGE 703
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this 23 day of January, 2004, by and between **DELMARVA MEDICAL VENTURES, LLC**, a Maryland limited liability company, (herein "Petitioner") and **THE MAYOR AND COMMISSIONERS OF DELMAR**, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner has petitioned the Town to annex its property into the Town of Delmar, said property being shown and designated on that plat entitled "Annexation Plat for the Town of Delmar", prepared by Parker & Associates, Inc., dated August 13, 2003, attached hereto and incorporated herein as Exhibit "A", and consisting of 4.33 acres of land, more or less (herein "the property"); and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the Town and, as a condition precedent to said annexation, the Town wishes to set 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 the Petitioner 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 which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not limited to, said attorneys fees and advertising costs and will indemnify and hold the town harmless therefore. 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 any and all available Town sewer system at the time of development of said property. The Petitioner shall be responsible for extending a sewer line to the subject property, and shall also be responsible for internal mains, pumping stations and sewer laterals, i.e., sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to the Town's Engineer, and shall submit plans for construction to be reviewed and approved prior to beginning work. Petitioner shall be responsible for payment of normal town sewer impact and connection fees.

BOOK 3 PAGE 704

4. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system. Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water mains, services and meters with the subject property as well as the payment of all of the Town's hookup fees and impact fees. The construction of water lines on the subject property shall be in a manner approved by the Town's Engineer.

5. The subject property is intended to be a Community business. The property shall be taxed by the Town at the first normal taxing period following annexation at the normal rate of such property unless the Developer constitutes an investment in excess of \$500,000.00 in which case the Town taxes shall be aborted during the period of construction and following completion the development taxes will be adjusted at the rate as shown on Exhibit "A" attached hereto and made a part hereof. The value of the development shall be determined by the value established by the Maryland Department of Assessments and Taxation after their first appraisal following completion.

6. The property of Petitioner shall be zoned Community Business, subject to approval by Wicomico County, if required by Maryland law.

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

8. The Developers shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, to the developed property, which roads and rights of way shall be deeded to the Town.

9. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to its property by the Town, including, but not limited to, the sewer lines and water lines and treated effluent lines.

10. 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.

11. 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.

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

13. 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.

BOOK 3 PAGE 705

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

WITNESS:
LLC

DELMARVA MEDICAL VENTURES,

Starr Conway

By: *Kota L. Chandrasekhara* (SEAL)
Kota L. Chandrasekhara, M.D.

ATTEST:

MAYOR AND COMMISSIONERS
OF DELMAR

Sara Bynum-King
Sara Bynum-King, Town Manager

By: *P. Douglas Niblett* (SEAL)
P. Douglas Niblett, Mayor

BOOK 3 PAGE 706

EXHIBIT "A"

LEGAL DESCRIPTION

PROPERTY: Located on the east side of U.S. Route 13, Wicomico County, Maryland, as found on Tax Map 20 as Parcel 450, presently owned by Delmarva Medical Ventures, LLC.

DESCRIPTION: All that tract of land situate, lying in, and being in the Delmar Election District, Wicomico County, Maryland, located on the east side of U.S. Route 13 and more particularly described as follows:

BEGINNING for the same at a concrete marker found on the east side of and binding on U.S. Route 13, it being the south west corner of land herein described; thence by and with the east side of U.S. Route 13, N 19°00'00" E a distance of 699.34' to a concrete marker found; thence S70°04'35" E by and with the Corporate limit of the Town of Delmar, a distance of 249.08' to a concrete marker found on the west side of a private lane; thence by and with the east side of the private lane by and with the Corporate limit of the Town of Delmar, S 07°03'17" W a distance of 100.85 feet to a concrete monument; thence by and with the east side of said private lane and the corporate limits of the Town South 18°41'10" West a distance of 600.68 feet to a point; thence N 70°09'31" W a distance of 273.24 feet to the place of beginning containing 4.33 acres of land more or less.

II. 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, if required by Maryland law, the zoning of the property will be Community Business.
- 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.

NOTICE is hereby further given by the Mayor and Commissioners of Delmar that following such public hearing, the Mayor and Commissioners are empowered by law to enact said resolution and, if so enacted, the said resolution provides that it shall take effect upon the expiration of the forty-five days following passage, unless within such period a Petition for Referendum is filed meeting the requirements of Article 23A of the Annotated Code of Maryland, 2001 Replacement Volume, as amended.

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

MAYOR AND COMMISSIONERS OF DELMAR
By: P. Douglas Niblett, Mayor

BOOK 3 PAGE 708

CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
 132 East Main Street
 P.O. Box 109
 Salisbury, Maryland 21803-0109

Richard E. Cullen
 (1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
 e-mail: cihb@dmv.com

Direct e-mail:
bensoncihb@dmv.com

July 18, 2006

Wade H. Insley, III
Robert A. Benson

Georgianne Carter, Legislative Counsel
 Municipal Resolution Reposition
 Department of Legislative Reference
 90 State Circle
 Annapolis, MD 21401-1991

RE: Town of Delmar/Resolution for Delmarva Medical Ventures, LLC

Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 2003-12-1 for the Town of Delmar which annexes into the Town of Delmar a certain area of land know as the "Delmarva Medical Annexation".

A boundary description of the annexed area is attached to the Resolution along with the Conditions of Annexation. Also enclosed herewith please find a copy of the plat of the annexed area along with the Municipal Charter or Annexation Resolution Reposition Form.

Should you have any questions, please don't hesitate to call.

Sincerely,

Robert A. Benson

RAB\mlh
 Enclosure

cc: Mrs. Gloria Smith
 ✓ Mark S. Bowen, Clerk, Circuit Court for Wicomico County
 State Planning Office (w/enclosures)
 State Department of Assessments and Taxation for Wicomico County (w/enclosures)
 Wicomico County Planning and Zoning (w/enclosures)
 Ms. Judy Ritter, Board of Elections (w/enclosures)
 Sara Bynum-King

OpenFiles\Town of Delmar\E.S.Adkins\Recordation letter.doc

County
 Ordinance
 Records

Received for Record Jul 25, 2006 and
 recorded in the ~~town~~ Records of Wicomico
 County, Maryland in Liber M.S.B.
 No. 3 Folios 700-708
 _____ *Mark S. Bowen* Clerk

BOOK 3 PAGE 709
CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
e-mail: cihb@dmv.com

Direct e-mail:
bensoncihb@dmv.com

August 7, 2006

Wade H. Insley, III
Robert A. Benson

The Honorable Mark S. Bowen, Clerk
Circuit Court for Wicomico County
P.O. Box 198
Salisbury, MD 21801

RE: Town of Delmar/Resolution for Delmarva Investments, LLC

Dear Mark:

The Town of Delmar passed Resolution No. 2004-6-1 which annexes into the Town of Delmar a certain area of land know as the "Annexation for Delmarva Investments, LLC". 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. Executed copy of Resolution No. 2004-6-1;
2. Copy of Annexation Agreement;
3. Legal Description; and
4. Copy of Conditions of Annexation.

AUG 17 2006

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB/mlh
Enclosure

cc: Mrs. Gloria Smith

OpenFiles\Town of Delmar\Delmarva Investments\Bowen Recordation Letter.doc

BOOK 3 PAGE 710**RESOLUTION NO. 2004-6-1**

AUG 17 2006

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 "Delmar Investments, LLC".

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 "Delmar Investments, LLC" 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 October 12, 2004, as will more particularly appear by the certification of Sara Bynum-King 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.

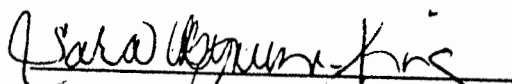
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on November 8, 2004, at 8:00 p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town

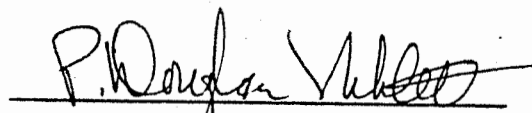
BOOK 3 PAGE 711

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 9th day of June 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 8th day of November 2004.


Sara Bynum King, Town Manager


P. Douglas Niblett, Mayor

BOOK 3 PAGE 712

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this 22nd day of July, 2004, by and between DELMAR INVESTMENTS, LLC, a Maryland limited liability company, (herein "Petitioner") and THE MAYOR AND COMMISSIONERS OF DELMAR, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner has petitioned the Town to annex its property into the Town of Delmar, said property being shown and designated on that plat entitled "Annexation Drawing of the Lands of _____", prepared by _____, dated _____, attached hereto and incorporated herein as Exhibit "A", and consisting of 8.60 acres of land, more or less (herein "the property"); and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the Town and, as a condition precedent to said annexation, the Town wishes to set 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 the Petitioner 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 which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not limited to, said attorneys fees and advertising costs and will indemnify and hold the town harmless therefore. 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 any and all available Town sewer system at the time of development of said property. The Petitioner shall be responsible for extending a sewer line to the subject property, and shall also be responsible for internal mains, pumping stations and sewer laterals, i.e., sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioners shall be responsible for all upgrades or modifications to forcemains and pump stations to permit sewer line hookup. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to the Town's Engineer, and shall submit plans for construction to be reviewed and approved prior

to beginning work. Petitioner shall be responsible for payment of normal town sewer impact and connection fees.

4. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system. Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water mains, services and meters with the subject property as well as the payment of all of the Town's hookup fees and impact fees. The construction of water lines on the subject property shall be in a manner approved by the Town's Engineer.

5. The subject property is intended to be a Community Business use. The property shall be taxed by the Town at the first normal taxing period following annexation at the normal rate of such property.

6. The property of Petitioner shall be zoned Community Business, subject to approval by Wicomico County, if required by Maryland law.

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

8. The Developers shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, to the developed property, which roads and rights of way shall be deeded to the Town.

9. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to its property by the Town, including, but not limited to, the sewer lines and water lines and treated effluent lines.

10. 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.

11. 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.

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

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

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

BOOK 3 PAGE 714

WITNESS:

[Handwritten Signature]

DELMAR INVESTMENTS, LLC ^(N)

By: *Pierce J. Flanigan III* (SEAL)
Pierce J. Flanigan III, Managing Member

ATTEST:

Sara Bynum-King
Sara Bynum-King, Town Manager

MAYOR AND COMMISSIONERS
OF DELMAR

By: *P. Douglas Niblett* (SEAL)
P. Douglas Niblett, Mayor

BOOK 3 PAGE 715

EXHIBIT "A"

LEGAL DESCRIPTION

PROPERTY: Located on the westerly side of and binding upon U.S. Route 13, Wicomico County, Maryland, as found on Tax Map 20 as Parcel 219, presently owned by Delmar Investments, LLC.

DESCRIPTION: All that lot or parcel of land situate, lying and being in the Delmar Election District, Wicomico County, State of Maryland, located on the Westerly side of and binding upon U.S. Route 13 and being more particularly described as follows:

BEGINNING for the outlines of the same at an iron pipe set in the ground on the Westerly side of said State Highway at the Northeast corner of the property now or formerly owned by Elsmere Realty Company, it being the Southeasterly corner of the property hereby conveyed; thence by and with the Northerly line of said Elsmere Realty Company property, North 80 degrees 6 minutes West a distance of 1245.81 feet to an iron pipe set in the center of a 10-foot private road, thence by and with the center line of said private road, North 18 degrees 9 minutes East, a distance of 300 feet to an iron pipe; thence in a line parallel to the first line and 300 feet Northerly therefrom, South 80 degrees 6 minutes East, a distance of 1247.75 feet to the Westerly line of said State Highway, at an iron pipe; thence by and with the Westerly line of said State Highway, South 18 degrees 32 minutes West, a distance of 300 feet to the place of beginning, and containing 8.6 acres of land, more or less, and being show on a plat made by Theodora T. Kluge and Harris H. Thompson, by Richard W. Cooper, Surveyor, on May 31, 1955 and recorded among the Land Records of Wicomico County in Liber J.W.T.S. NO. 386, Folio 65.

BOOK 3 PAGE 716

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, if required by Maryland law, the zoning of the property will be Community Business.

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.

BOOK 3 PAGE 717
CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
e-mail: rlhblaw@dmv.com

Direct e-mail:
bensonchb@dmv.com

August 7, 2006

Wade H. Insley, III
Robert A. Benson

Georgianne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Reference
90 State Circle
Annapolis, MD 21401-1991

RE: Town of Delmar/Resolution for Delmarva Investments, LLC

Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 2004-6-1 for the Town of Delmar which annexes into the Town of Delmar a certain area of land known as the "Delmar Investments, LLC Annexation".

A boundary description of the annexed area is attached to the Resolution along with the Conditions of Annexation. Also enclosed herewith please find a copy of the plat of the annexed area along with the Municipal Charter or Annexation Resolution Reposition Form.

Should you have any questions, please don't hesitate to call.

Sincerely,

Robert A. Benson

RAB\mlh
Enclosure

- cc: Mrs. Gloria Smith
- ✓ Mark S. Bowen, Clerk, Circuit Court for Wicomico County
State Planning Office (w/enclosures)
- State Department of Assessments and Taxation for Wicomico County (w/enclosures)
- Wicomico County Planning and Zoning (w/enclosures)
- Ms. Judy Ritter, Board of Elections (w/enclosures)
- Sara Bynum-King

OpenFiles\Town of Delmar\Delmar Investments\Recordation letter.doc

Ex - D B. Benson
8/29/06

County
Ordinance
Records

Received for Record Aug 17 2006 and
recorded in the ~~the~~ Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folio 709-717
Mark S. Bowen Clerk



CITY OF FRUITLAND

BOOK

3 PAGE 718

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.
DANIEL M. SCHOLL, JR., Code Enf. Ofcr.
ANDREW C. MITCHELL, JR., City Solicitor

August 30, 2006

VIA HAND DELIVERY

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

458 4103
AUG 30, 2006 18:56

RE: Rowen's Mill Annexation No. 2
Our File: A11:294

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 "Rowen's Mill Annexation No. 2," the enclosed original Annexation Resolution No. 3-2006 to which is attached "Exhibit A," a plat on 8.5 x 14 paper entitled, "Annexation Plat for the Lands of Rowen's Mill LLC."

By a copy hereof, a copy of that document and its attachment 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 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/jt

Enclosure

cc (by hand): Wicomico County Clerk

cc (by mail): Wicomico County Board of Election Supervisors

Wicomico County Office of Maryland State Department of Assessments and Taxation

ANNEXATION RESOLUTION NO. 3-2006

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 Northwestern Corporate Limits of the City of Fruitland, popularly known as the "Rowen's Mill Annexation No. 2" bounded on the West by St. Luke's Road, on the North by other lands in Wicomico County, and on the South 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 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 being near the Northeastern section of the City, and being contiguous to and binding upon a portion of the Southern and Western corporate limits of the City of Fruitland and popularly known as the "Rowen's Mill Annexation No. 2" 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 9th day of May, 2006, as will more particularly appear by the certification of Gregory J. Olinde, President of the City Council, dated May 23, 2006; 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

D → Andrew C. Mitchell, Jr.

their property, contiguous to and binding upon the Northwestern corporate limits of the City of Fruitland, and being more particularly shown on "Exhibit A – Annexation Plat for the Lands of Rowen's Mill, LLC," a copy of which is attached hereto and made a part hereof, and as described herein:

BEGINNING at a point at the intersection of St. Luke's Road and the joint boundary line between Wicomico County and the City of Fruitland, the same being the Southwest corner of the first Rowen's Mill Annexation, No. 1-2005; thence by and with the line of St. Luke's Road North 27°, 37', 37" West a distance of 68.86 feet to a point; thence North 60°, 22', 23" East a distance of 327.74 feet to a point on the boundary line between Wicomico County and the City of Fruitland; thence South 1°, 29', 33" East a distance of 81.51 feet to a point in the aforesaid line; thence South 2°, 42', 37" East a distance of 12.44 feet to a point in the same line; thence by and with the boundary line separating Wicomico County and the City of Fruitland South 63°, 12', 23" West a distance of 286.42 feet to the point of beginning; being designated as Lot 1 on that plat made by Parker & Associates entitled, "Annexation Plat for the Lands of Rowen's Mill, LLC" dated April 21, 2006, and being .53 acres +/-.

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 executed or to be executed between the Petitioners, Developer and City, and to be 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 11th day of July, 2006, in the City Hall upon a public notice of the time and place of said hearing being published not fewer than two (2) 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 so passed for first reading at the regular meeting of the City Council of Fruitland held on the 9th day of May, 2006, 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 11th day of July, 2006.

ATTEST:

Richard M. Pollitt, Jr.
Richard M. Pollitt, Jr., City Manager

Gregory J. Glunde
Gregory J. Glunde, Council President

Margaret Pennewell

Mark D. Mitchell

Raymond D. Carey

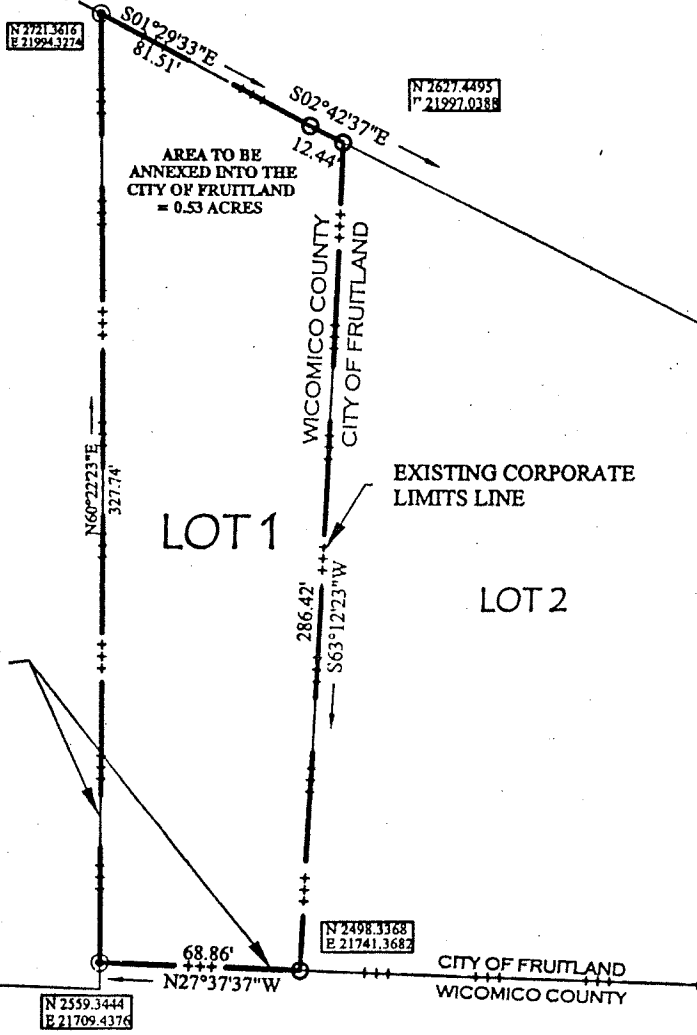
Shirley J. Osty
Council Members

THIS PLAT NOT FOR RECORDATION

BOOK 3 PAGE 722

N/F
ROWEN'S MILL LLC
MAP 58, PARCEL 223
DEED REF. 2511/ 553

N/F
GLADYS EWELL CANNON
MAP 58, PARCEL 141
DEED REF. 1816/710



GENERAL NOTES

- 1) THE PROPERTY SHOWN IS CURRENTLY OWNED BY: ROWEN'S MILL LLC, ADDRESS: 800 SLAB RIDGE ROAD, FRUITLAND, MARYLAND, 21826
- 2) DEED REFERENCE: 2505/192
- 3) PLAT REFERENCE: 14/973
- 4) TOTAL AREA TO BE ANNEXED INTO THE CITY OF FRUITLAND = 0.53± ACRES
- 5) THE PRESENT ZONING OF THIS PROPERTY IS: R - 15 THE ZONING TO BE ACQUIRED: R - 3
- 6) THIS PROPERTY IS SHOWN ON P.I.R.M. COMMUNITY PANEL #240078 0037C (PANEL 37 OF 55), DATED 09/28/84, AS BEING IN FLOOD ZONE C, AREA OF MINIMUM FLOODING & FLOOD ZONE A, AREA OF 100 YEAR FLOOD.
- 7) NO TITLE REPORT WAS PROVIDED FOR OUR USE, THEREFORE THIS BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.

ST. LUKES ROAD

Received for Record SEP 18 2006 and

recorded in the ~~land~~ Records of Wicomico County, Maryland In Liber M.S.B.

No. 3 Folio 718-722

Mark J. Parker Clerk

LEGEND

- - IRON PIPE FOUND
- ⊙ - IRON PIPE PLACED
- +++ - CORPORATE LIMITS LINE

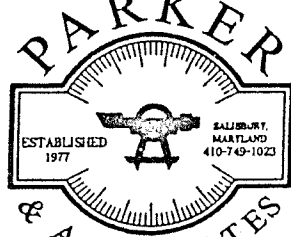
TITLE
ANNEXATION PLAT
FOR THE LANDS OF
ROWEN'S MILL LLC

LOCATION
FRUITLAND ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE 1" = 60'	DATE 04/21/06	TAX MAP 58
-------------------	------------------	---------------

JOB NO. /S1717/ANNEXATIONLOT1	DRAWN BY J.L.R.	PARCEL P/O 82
----------------------------------	--------------------	------------------

SURVEYING FORESTRY



CIVIL ENGINEERING INC. SITE PLANNING

Ex - D: Andrew Mitchell, Atty 9/18/06

RESOLUTION NO. 04-06

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 Westerly corporate limits of the Town of Sharptown, to be known as the "Corporation Road - Herling Annexation," being an area located on the Westerly side of and binding upon 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 Westerly side of Corporation Road, said parcel being contiguous to and binding upon the Westerly 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 annex and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of June 13, 2005; 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 residing therein and their property, contiguous to and located on the Westerly side of Corporation Road, and being more particularly described on Exhibit "A" attached hereto

and made a part hereof.

BOOK 3 PAGE 724

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 June 5, 2006, at 7:00 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.

BOOK

3 PAGE 725

The above resolution was introduced and read at the regular meeting of the Commissioners of the Town of Sharptown held on this 3rd day of April, 2006, 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 5th day of June, 2006.

Judy Schneider
Judy Schneider,
Town Clerk.

P. Douglas Gosnell
P. Douglas Gosnell,
President of the Town Commissioners

APPROVED BY ME this 5th day of
June 2006.

ALL that lot or parcel of land located in Wicomico County, State of Maryland, beginning for the same at a point on the Westerly line of Corporation Road, said point being 366.5 feet North of the intersection of Corporation Road and State Route 313; thence South 74 degrees 10 minutes West for a distance of 169.58 feet to a point; thence North 15 degrees 50 minutes West for a distance of 88.14 feet to a point; thence North 70 degrees 10 minutes East for a distance of 70.0 feet; thence North 15 degrees 56 minutes 45 seconds West for a distance of 123.97 feet to a point; thence North 74 degrees 10 minutes East for a distance of 100.0 feet to a point on the Westerly line of Corporation Road; thence by and with the Westerly line of Corporation Road South 15 degrees 50 minutes East for a distance of 217 feet to the place of beginning, containing 29,000 square feet, more or less.

CONDITIONS OF ANNEXATION

Exhibit "B"

"CORPORATION ROAD - HERLING 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. The annexed property is currently served by Sharptown sewer and water.

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. The parcel shall be zoned 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 and attorneys' fees associated with the annexation.

EXHIBIT "C"

"OUTLINE OF SERVICES AND FACILITIES"
"CORPORATION ROAD - HERLING ROAD ANNEXATION"

1. LAND USE PLAN.

The land to be annexed is currently zoned Residential under Wicomico County Zoning Regulations and is improved with a dwelling. Zoning shall be R-2 General Residential in the Town of Sharptown, as recommended by the Sharptown Planning and Zoning Commission.

2. LAND FOR PUBLIC FACILITIES.

No need for land to provide for public facilities is anticipated.

3. Extension of Municipal Services.

Town water and sewer mains are located within Corporation Road, adjacent to this site, and the parcel is connected to the Town of Sharptown water and sewer.

Stormwater is not managed at this time.

All Town services shall be available upon annexation.

MSB W103
Sep. 29, 2006 10:18 am

County
Ordinances

Received for Record Sept 29, 2006 and
recorded in the ~~Land Records~~ of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 7.23-7.28
Mark A. Brown Clerk

Ex. M. Town of Sharptown 10/11/06

BOOK

3 PAGE 729

RESOLUTION NO. 2006-1

A RESOLUTION of the Town Commissioners of the Town of Pittsville proposing the annexation to the Town of Pittsville of a certain area of land situate contiguous to and binding upon the Southerly corporate limits of the Town of Pittsville, to be known as the "Sandra W. Dukes Property Annexation" being an area located on the Southerly side of but not binding upon Old Ocean City Road (Maryland Route 346).

WHEREAS the Town of Pittsville 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 Southerly side of but not binding upon Old Ocean City Road (Maryland Route 346), said parcel being contiguous to and binding upon the Southerly corporate limits of the Town of Pittsville.

WHEREAS the Town of Pittsville has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of June 19, 2006, as will more particularly appear by the certification 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 TOWN COMMISSIONERS OF THE TOWN OF PITTSVILLE THAT it is hereby proposed and recommended that the boundaries of the Town of Pittsville be changed so as to annex to and include within said Town of Pittsville all that parcel of land together with the persons

BOOK

3 PAGE 730

residing therein and their property, located on the Southerly side of Old Ocean City Road (Maryland Route 346), and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF PITTSVILLE, THAT the Town Commissioners hold a public hearing on the annexation hereby proposed on July 17, 2006, at 7:30 o'clock p.m. in the Town Office and the Town Clerk 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 Pittsville, 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 Town Commissioners of the Town of Pittsville will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF PITTSVILLE, 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 Town Commissioners of the Town of Pittsville held on this 19th day of June, 2006, and having been duly published as required by law in the meantime, was finally passed

06/16/2006 16:41 418/423272

WEBB SUPP.11

PAGE 04

BOOK

3 PAGE 731

after a public hearing at its meeting held on this 17th day of July, 2006.

Kathy Judall
Town Clerk

James W. Moore
Town Commissioner President

County ordinance

DEC 14 2006
Received for ~~books~~ Records of Wicomico
recorded in the County, Maryland in Liber M.S.B.
No. 3 Folios 729-731
Mad. J. Bowen Clerk

BOOK 3 PAGE 732
CULLEN, INSLEY & BENSON, LLP
 ATTORNEYS AT LAW
 132 East Main Street
 P.O. Box 109
 Salisbury, Maryland 21803-0109

Richard E. Cullen
 (1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
 e-mail: cibblaw@dmv.com

Direct e-mail:
bensoncihb@dmv.com

January 19, 2007

Wade H. Insley, III
 Robert A. Benson

The Honorable Mark S. Bowen, Clerk
 Circuit Court for Wicomico County
 P.O. Box 198
 Salisbury, MD 21801

MSB 4103
 Jan 20 2007 02:26 PM

RE: Town of Delmar/Resolution for Delmar Diner -Piraeus Realty Corp and Kota Chandrasekhara, M.D.

Dear Mark:

The Town of Delmar passed Resolution No. 2006-8-1 which annexes into the Town of Delmar a certain area of land know as the "Annexation for Delmar Diner -Piraeus Realty Corp and Kota Chandrasekhara, M.D.". 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. Executed copy of Resolution No. 2006-8-1;
2. Copy of Annexation Agreement;
3. Legal Description; and
4. Copy of Conditions of Annexation.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB\mlh
 Enclosure

cc: Mrs. Gloria Smith

OpenFiles\Town of Delmar\Delmarva Investments\Bowen Recordation Letter.doc

RESOLUTION 2006-8-1

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 Westerly side of and binding upon U. S. #13 to be known as the "Delmar Diner - Piraeus Realty Corp. and Kota Chandrasekhara, MD 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 to be annexed and being contiguous to and binding upon the corporate limits of the Town of Delmar and to be known as the Delmar Diner-Piraeus Realty Corp. and Kota Chandrasekhara, MD Annexation for identification; and

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 28, 2006, as will more particularly appear by the certification of Sara Bynum-King 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. #13 containing 26,797.37 square feet of land, more or less, 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 thereof.

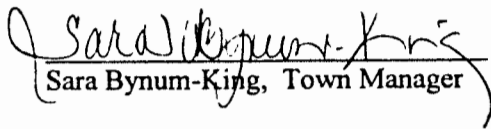
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on October 30, 2006, in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published

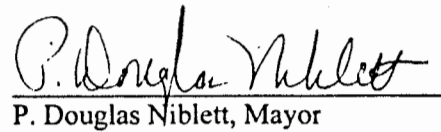
BOOK 3 PAGE 734

not fewer than two 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 _____ day of _____, 2006, 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 27th day of NOV., 2006.


Sara Bynum-King, Town Manager


P. Douglas Niblett, Mayor



BOOK

3 PAGE 735
EXHIBIT "A"

528 RIVERSIDE DRIVE
SALISBURY, MD 21801
PHONE: 410-749-1025
FAX: 410-749-1012
WWW.PARKANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

LEGAL DESCRIPTION

MAP 11 PARCEL 132

All that tract or parcel of land situate, lying and being in the Delmar Election District, Wicomico County, State of Maryland, located on the Westerly side of and binding upon U.S. Route 13 and on the Northerly side of and binding upon Chestnut Street and designated as "Parcel AA" on a plat entitled "Resubdivision of Lots 1 thru 12, Block 4 and Parcels A, C, & D, Block 7, 'Woodlawn', for State Line Motel, Inc.", recorded in Wicomico County Land Records in Cabinet 6, Slot 44, Page 173, and more particularly described as follows:

Beginning for the same at a concrete monument on the Northwesterly side of the intersection of Chestnut Street and U.S. Route 13 and the most Southeasterly corner of the property herein described, thence by and with the Northerly side of Chestnut Street North 79 degrees 20 minutes 00 seconds West a distance of 71.28 feet to a rail road spike, thence following the same bearing the Northerly side of Chestnut Street North 79 degrees 20 minutes 00 seconds West a distance of 10.00 feet to an iron pipe placed, thence by and with the Easterly side of lands now or formerly of Delmar Holding, LLC. North 07 degrees 32 minutes 09 seconds a distance of 207.48 feet to an iron pipe placed, thence by and with the Southerly side of lands now or formerly of Khurshid and Nudrat T. Ahmed South 79 degrees 20 minutes 00 seconds East a distance of 150.73 feet to an iron pipe placed on the Westerly side of U.S. Route 13, thence by and with the Westerly side of U.S. Route 13 South 17 degrees 49 minutes 15 seconds West a distance of 173.55 feet to an iron pipe, thence South 56 degrees 54 minutes 00 seconds West a distance of 50.55 feet to said concrete monument and place of beginning, containing 26,797.37 square feet, more or less.

LEGAL DESCRIPTION 3/16/10

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this 25th day of August, 2006, by and between **PIRAEUS REALTY CORP.** and **KOTA CHANDRASEKHARA, MD.**, a Maryland corporation, (herein "Petitioner") and **THE MAYOR AND COMMISSIONERS OF DELMAR**, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner has petitioned the Town to annex its property into the Town of Delmar, said property being shown and designated on that plat entitled "Annexation Plat for Piraeus Realty Corp., prepared by Parker and Associates, Inc. dated September 20, 2005, attached hereto and incorporated herein as Exhibit "A", and consisting of .62 acres of land, more or less (herein "the property"); and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the Town and, as a condition precedent to said annexation, the Town wishes to set 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 the Petitioner 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 which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not limited to, said attorneys fees and advertising costs and will indemnify and hold the town harmless therefore. 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 any and all available Town sewer system at the time of development of said property. The Petitioner shall be responsible for extending a sewer line to the subject property, and shall also be responsible for internal mains, pumping stations and sewer laterals, i.e., sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioners shall be responsible for all upgrades or modifications to forcemains and pump stations to permit sewer line hookup. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to

the Town's Engineer, and shall submit plans for construction to be reviewed and approved prior to beginning work. Petitioner shall not be responsible for payment of normal town sewer impact and connection fees. however all fees and expenses associated with sewer upgrades, to include but not limited to mains, lift stations and/or pump stations and treatment facility shall be assessed to the petitioner.

4. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system. Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water mains, services and meters with the subject property as well as the payment of all of the Town's hookup fees and impact fees. The construction of water lines on and off site shall be in a manner approved by the Town and Town's Engineer and shall submit plans for construction to be reviewed and approved prior to beginning work.

5. The subject property is intended to be a Community Business use. The property shall be taxed by the Town at the first normal taxing period following annexation at the normal rate of such property.

6. The property of Petitioner shall be zoned Community Business, subject to approval by Wicomico County, if required by Maryland law.

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

8. The Developers shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, to the developed property, which roads and rights of way shall be deeded to the Town.

9. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to its property by the Town, including, but not limited to, the sewer lines and water lines and treated effluent lines.

10. 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.

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

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

BOOK 3 PAGE 738

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

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

WITNESS:

PIRAEUS REALTY CORP.

Halle [Signature]

By: [Signature] (SEAL)

ATTEST:

MAYOR AND COMMISSIONERS OF DELMAR

[Signature]
Sara Bynum-King, Town Manager

By: [Signature] (SEAL)
P. Douglas Niblett, Mayor

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, if required by Maryland law, the zoning of the property will be Community Business.
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.

BOOK 3 PAGE 741

DELMAR DINER-PIRAEUS REALTY CORP. and KOTA
CHARNDRASEKHARA, MD 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 twenty-five percent (25%) of the registered votes residing in the area to be annexed and are the owners of at least twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed.


Sara Bynum-King, Town Manager

BOOK 3 PAGE 742

CULLEN, INSLEY & BENSON, LLP
 ATTORNEYS AT LAW
 132 East Main Street
 P.O. Box 109
 Salisbury, Maryland 21803-0109

Richard E. Cullen
 (1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
 e-mail: cihbblaw@dmv.com

Direct e-mail:
bensoncihb@dmv.com

January 19, 2007

Wade H. Insley, III
 Robert A. Benson

Georgeanne Carter, Legislative Counsel
 Municipal Resolution Reposition
 Department of Legislative Reference
 90 State Circle
 Annapolis, MD 21401-1991

RE: Town of Delmar/Resolution for the "Annexation for Delmar Diner -Piraeus Realty Corp and Kota Chandrasekhara, M.D."

Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 2006-8-1 for the Town of Delmar which annexes into the Town of Delmar a certain area of land know as the "the Annexation for Delmar Diner -Piraeus Realty Corp and Kota Chandrasekhara, M.D."

A boundary description of the annexed area is attached to the Resolution along with the Conditions of Annexation. Also enclosed herewith please find a copy of the plat of the annexed area along with the Municipal Charter or Annexation Resolution Reposition Form.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB\mlh
 Enclosure

cc: Mrs. Gloria Smith
 ✓ Mark S. Bowen, Clerk, Circuit Court for Wicomico County
 State Planning Office (w/enclosures)
 State Department of Assessments and Taxation for Wicomico County (w/enclosures)
 Wicomico County Planning and Zoning (w/enclosures)
 Ms. Judy Ritter, Board of Elections (w/enclosures)
 Sara Bynum-King

OpenFiles\Town of Delmar\E.S.Adkins\Recordation letter.doc

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

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

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

Town of Delmar
Municipal Corporation

Wicomico
County(ies)

Robert A. Benson, Esquire, Attorney for the Town of Delmar
Name and Title of Official Submitting this Resolution

132 E. Main Street
Address

410-749-1201
Phone

Salisbury, MD 21801

January 19, 2007
Date of Submitting this Resolution*

2006-8-1
Resolution Number

October 30, 2006
Date Enacted by Legislative Body

November 27, 2006
Effective Date**

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

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

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

3) Will this resolution be petitioned to referendum? _____
If "yes," date of the referendum election (if known) _____.

* A resolution should be submitted to the Department of Legislative Services 10 days after the effective date of the resolution (Art. 23A, § 9A(c)). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, § 13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, § 19(e)).

DLS/1-05

County
Ordinance

Received for Record Jan 30, 2007 and
recorded in the ~~land~~ Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 732-743
M.A. R. Clerk

BOOK 3 PAGE 744

CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
e-mail: cihb@dmv.com

Direct e-mail:
bensohcihb@dmv.com

August 7, 2006

Wade H. Insley, III
Robert A. Benson

The Honorable Mark S. Bowen, Clerk
Circuit Court for Wicomico County
P.O. Box 198
Salisbury, MD 21801

RE: Town of Delmar/Resolution for Acorn Land, LLC

MSB H102
AFT 03/ 2007 02:16 PM

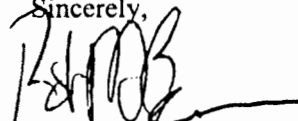
Dear Mark:

The Town of Delmar passed Resolution No. 2006-11-1 which annexes into the Town of Delmar a certain area of land know as the "Annexation for Acorn Land, LLC". 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. Executed copy of Resolution No. 2006-11-1;
2. Copy of Annexation Agreement;
3. Legal Description; and
4. Copy of Conditions of Annexation.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB/mlh
Enclosure
cc: Mrs. Gloria Smith

OpenFiles\Town of Delmar\Acorn Land, LLC\Bowen Recordation Letter.doc

BOOK 3 PAGE 745
RESOLUTION 2006-11-1

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 Westerly side of and but not binding upon Bi-State Boulevard to be known as the "Acorn Land, LLC 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 to be annexed and being contiguous to and binding upon the corporate limits of the Town of Delmar and to be known as the Wood Creek Annexation for identification; and

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of November 27, 2006, as will more particularly appear by the certification of Sara Bynum-King 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 but not binding upon Bi-State Boulevard containing 28,465 square feet of land, more or less, 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 thereof.

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 March 26, 2007, 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 two times at not less than weekly intervals, in a newspaper of general circulation in the

BOOK 3 PAGE 746
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 29 day of Jan., 2007 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 26 day of March, 2007.


Sara Bynum-King, Town Manager


P. Douglas Niblett, Mayor

BOOK 3 PAGE 747

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this 18th day of December, 2006, by and between **Acorn Land, LLC**, a Maryland limited liability company, (herein "Petitioner") and **THE MAYOR AND COMMISSIONERS OF DELMAR**, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner has petitioned the Town to annex its property into the Town of Delmar, said property being shown and designated on that plat entitled "Annexation Plat for Wood Creek Development Gully Property Annexation, prepared by AES Architect, dated May 25, 2006, attached hereto and incorporated herein as Exhibit "A", and consisting of 28465 square feet of land, more or less (herein "the property"); and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the Town and, as a condition precedent to said annexation, the Town wishes to set 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 the Petitioner 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 which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not limited to, said attorney's fees and advertising costs and will indemnify and hold the town harmless therefore. 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 any and all available Town sewer system at the time of development of said property. The Petitioner shall be responsible for extending a sewer line to the subject property, and shall also be responsible for internal mains, pumping stations and sewer laterals, i.e., sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioners shall be responsible for all upgrades or modifications to forcemains and pump stations to permit sewer line hookup. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to the Town's Engineer, and shall submit plans for construction to be reviewed and approved prior to beginning work. Petitioner shall be responsible for payment of normal town sewer impact and

BOOK 3 PAGE 748

connection fees. The Town has granted the Petitioner permission to transfer 4 of the 25 reserved EDU's from the Wood Creek Golf Community Development for the proposed annexed Map 20 Parcel 70; contingent the annexation is finalized and the proposed development does not change ownership.

4. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system. Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water mains, services and meters with the subject property as well as the payment of all of the Town's hookup fees and impact fees. The construction of water lines on the subject property shall be in a manner approved by the Town's Engineer.

5. The subject property is intended to be a Residential R-4 use in accordance with the Town of Delmar Zoning Code Regulations. The property shall be taxed by the Town at the first normal taxing period following annexation at the normal rate of such property.

6. The property of Petitioner shall be zoned Residential R-4 District, subject to approval by Wicomico County, if required by Maryland law.

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

8. The Developers shall be responsible for the installation of all interior roads necessary for ingress, egress and regress, to the developed property. The roads shall conform to the Town of Delmar Standards. The roads and rights of way shall be deeded to the Town at no cost to the Town.

9. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to its property by the Town, including, but not limited to, the sewer lines and water lines and treated effluent lines.

10. 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.

11. 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.

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

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

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

WITNESS:

Maria C. Bucalo

Acorn Land, LLC

By: [Signature] (SEAL)
Michael Thomasson, Managing Member

ATTEST:

[Signature]
Sara Bynum-King, Town Manager

MAYOR AND COMMISSIONERS
OF DELMAR

By: [Signature] (SEAL)
P. Douglas Niblett, Mayor

BOOK 3 PAGE 750
TOWN OF DELMAR .

ANNEXATION PLAN
FOR
ACORN LAND, LLC
TAX MAP 20, PARCEL 70

1. **PROPOSED LAND USE PATTERN** – The Town of Delmar received a Petition for Annexation from Acorn Land, LLC, the Owner, of the 0.72 acres of land contiguous to the existing boundaries of the Town. The property abuts on an existing residential golf course subdivision within the Town limits and is within the County's Metro Cure Growth area. The property is proposed to be zoned as Residential R-4 if annexed into the Town of Delmar, and it is expected that when developed, it will be done in a manner consistent with The Wood Creek Subdivision.

2. **SCHEDULE FOR EXTENDING MUNICIPAL SERVICES** – Town sewer and water have been previously extending to adjoining properties. All town services will be made available to the subject property immediately after annexation.

3. **MANNER OF ENDURING EXTENSION OF SERVICES** – All services such as sewer and water that are required to be extended to the subject property will be at the sole expense of the Petitioner.

All those lots, tracts or parcels of land situate, lying and being in the Delmar Election District., Wicomico County, State of Maryland, located on the westerly side of, but not binding upon, Bi-State Boulevard, and more particularly described as follows: BEGINNING at a commencing point, said point being a concrete monument found, on the westerly side of Bi-State Blvd, being the Southeast corner of the lands now or formerly of Wood Creek, LLC, and being the Northeasterly corner of the lands now and formerly of Richard B. Myers, Jr. Thence, South 82 degrees 10 minutes 34 Seconds West, a distance of 837.08 feet to an iron rod and cap set at the Northwesterly corner of the lands now or formerly of John S. and Lynn B. Harris, and the northeasterly corner of lands herein described, being the point of beginning, thence continuing by and with the lands of Harris of the following two courses and distances; (1) South 02 Degrees 07 Minutes 46 Seconds West, a distance of 100.00 feet to an iron rod and cap set; (2) South 82 Degrees 10 Minutes 34 Seconds West, a distance of 289.00 feet to a iron cap set at a corner of the lands now or formerly of Wood Creek, LLC. Thence continuing by and with the lands now or formerly of Wood Creek, LLC., the following two courses and distances; (1) North 02 Degrees 07 Minutes 46 Seconds East, a distance of 100.00 feet to concrete monument found; (2) North 62 Degrees 10 Minutes 34 Seconds East, a distance of 289.00 feet to the point and place of beginning, containing 28,465± sq. ft. of land and being all as shown on a Plat or Survey prepared by AES Architect, dated July, 17 2006.

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, if required by Maryland law, the zoning of the property will be Community Business.
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.

County
Ordinances

Received for Record April 9, 2007 and
recorded in the Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 744-752
Mad. J. Brown Clerk

Return to: Cullen Inslay Benson LLP 6/1/07

BOOK 3 PAGE 753

CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
e-mail: cibblaw@dmv.com

Direct e-mail:
bensoncihb@dmv.com

December 4, 2007

Wade H. Insley, III
Robert A. Benson

The Honorable Mark S. Bowen, Clerk
Circuit Court for Wicomico County
P.O. Box 198
Salisbury, MD 21801

RE: Town of Delmar/Resolution for Maryland Mack, L.P.

Dear Mark:

The Town of Delmar passed Resolution No. 2007-7-1 which annexes into the Town of Delmar a certain area of land know as the "Annexation for Maryland Mack, Limited Partnership". 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. Executed copy of Resolution No. 2007-7-1;
2. Copy of Annexation Agreement;
3. Legal Description; and
4. Copy of Annexation Plan.

DEC 4 2007

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB/mlh
Enclosure
cc: Mrs. Gloria Smith

OpenFiles\Town of Delmar\Maryland Marck, LP\Bowen Recordation Letter.doc

RESOLUTION NO. 2007-7-1

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 southside of and binding upon Foskey Lane and the Westerly right-of-way of U. S. Route 13, to be known as the "Maryland Mack, Limited Partnership 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 "Maryland Mack, Limited Partnership Annexation" for identification; and

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of July 30, 2007, as will more particularly appear by the certification of Sara Bynum-King 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 southside of and binding upon Foskey Lane and the westerly side of the right-of-way of U. S. Route 13, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

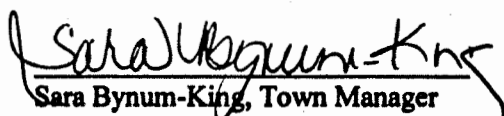
SECTION 3. AND BE IT FURTHER RESOLVED BY THE MAYOR AND COMMISSIONERS OF DELMAR, that the Commissioners hold a public hearing on the annexation hereby proposed on August 27, 2007, at 7:30 p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than two (2)

BOOK 3 PAGE 755

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 30th day of July, 2007, 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 27th day of August, 2007.


Sara Bynum-King, Town Manager


P. Douglas Niblett, Mayor

EXHIBIT A

ITEM NO. 1: The following is a description of Parcel 4A, Block A, Whittington Park, Delmar Election District, Wicomico County, Maryland, said Whittington Park Subdivision recorded among the Land Records of Wicomico County, Maryland, in Liber A. J.S. No. 2, Folio 463, and more particularly described as follows:

BEGINNING, for the purpose of this description at an iron pipe set, said iron pipe situated on the westerly right-of-way of U.S. Route 13, at a common boundary corner between this Parcel and Parcel 1A; thence by and with westerly right-of-way of U. S. Route 13, South 18 degrees, 33 minutes, 00 seconds West, 200.00 feet to an iron pipe set, said iron pipe situated at common boundary corner between this Parcel and Parcel 6A; thence by and with common boundary line between this Parcel and Parcel 6A, the following three (3) course and distances, 1) North 71 degrees, 27, minutes, 00 seconds West, 630.00 feet to a concrete monument found, 2) South 18 degrees, 33 minutes, 00 seconds West, 747.56 feet to an iron pipe set, 3) North 71 degrees, 27 minutes, 00 seconds West, 170.00 feet to a concrete monument found said concrete monument situated on a common boundary line between this subdivision and lands now or formerly of George P. Chandler Est; thence by and with common boundary line of Chandler, North 18 degrees, 33 minutes, 00 seconds East, 125.00 feet to a concrete monument found, said concrete monument situated at a common boundary corner between this Parcel and Parcel 1A thence by and with common boundary line between this Parcel and Parcel 1A, the following three (3) courses and distances, 1) South 71 degrees, 27 minutes, 00 seconds East, 155.00 feet to a concrete monument found, 2) North 18 degrees, 33 minutes, 00 seconds East, 822.57 feet to a concrete monument found, 3) South 71 degrees, 27 minutes, 00 seconds East, 645.00 feet to an iron pipe set, said iron pipe being the Point of Beginning for this description and containing 159, 588 square feet more or less (3.66 acres more or less).

ITEM NO. 2: The following is a description of Parcel 1A, Block A, Whittington Park, Delmar Election District, Wicomico County, Maryland, Whittington Park Subdivision recorded among the Land Records of Wicomico County; Maryland, in Liber A J. S. No. 2, Folio 463, and more particularly described as follows:

BEGINNING, for the purpose of this description at a iron pipe set, said iron pipe situated on the westerly right-of-way of U.S. Route 13 (150 feet wide) at a common boundary corner between this Parcel and Parcel 4A; thence leaving the westerly right-of-way of U.S. Route 13 with common boundary line between this Parcel and Parcel 4A, the following three (3) course and distances, 1) North 71 degrees, 27 minutes, 00 seconds West, 645.00 feet to a concrete monument found, 2) South 18 degrees, 33 minutes, 00 seconds West, 822.57 feet to a concrete monument found, 3) North 71 degrees, 27 minutes, 00 seconds West, 155.00 feet to a concrete monument found, said concrete monument situated on a common boundary line between this subdivision and lands now or formerly of George P. Chandler Est.; thence by and with common boundary line between this Parcel and Lands now or formerly of Chandler, the following three (3) course and distances, 1) North 18 degrees, 33 minutes, 00 seconds East, 130.00 feet to a concrete monument found, 2) South 71 degrees, 27 minutes, 00 seconds East, 140.00 feet to a concrete monument found, 3) North 18 degrees, 33 minutes, 00 seconds East, 993.68 feet, to a concrete monument found, said concrete monument situated on the southerly right-of-way of Foskey Lane, Foskey Lane having a variable width; thence by and with southerly right-of-way of Foskey Lane, the following three (3) courses and distances, 1) South

BOOK 3 PAGE 757

70 degrees, 23 minutes, 00 seconds East, 485.10 feet to a point, 2) South 70 degrees, 25 minutes, 00 seconds East, 133.67 feet to an iron pipe set, 3) South 26 degrees, 04 minutes, 00 seconds East, 58.85 feet to an iron pipe set, said iron pipe situated on the westerly right-of-way of U.S. Route 13; thence by and with westerly right-of-way of U.S. Route 13, South 18 degrees, 33 minutes, 00 seconds West, 247.78 feet to an iron pipe set, said iron pipe being the Point of Beginning for this description and containing 224,375 square feet more or less (5.15 acres more or less).

OpenFiles\Town of Delmar\Maryland Mack\Exhibit A.doc

BOOK 3 PAGE 758

ANNEXATION AGREEMENT**LOTS 1A & 4A, Parcel 362/Map 20**

THIS ANNEXATION AGREEMENT, made this 30 day of July, 2007, by and between **MARYLAND MACK, L.P.**, a Maryland Partnership, (herein "Petitioner") and **THE MAYOR AND COMMISSIONERS OF DELMAR**, a body corporate of the State of Maryland, (hereinafter referred to as "Town"), WITNESSETH:

WHEREAS, Petitioner has petitioned the Town to annex its property into the Town of Delmar, said property being shown and designated on that plat entitled "Annexation Drawing of the Lands of Maryland Mack L.P., prepared by D.C. Group, dated March 2007, attached hereto and incorporated herein as Exhibit "A", and consisting of 2 lots containing 5.15 and 3.66 acres of land, more or less (herein "the property"); and

WHEREAS, said Petition has been considered and reviewed by the Mayor and Commissioners of the Town and, as a condition precedent to said annexation, the Town wishes to set 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 the Petitioner 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 which shall be Petitioner's sole responsibility. In the event that the Petitioner abandons his Petition for Annexation, he shall assume full responsibility for said costs and expenses incurred by the Town through the date of the abandonment or caused by the abandonment including, but not limited to, said attorneys fees and advertising costs and will indemnify and hold the town harmless therefore. 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 any and all available Town sewer system at the time of development of said property. The Petitioner shall be responsible for extending a sewer lateral to the subject property, and shall also be responsible for internal pumping stations if required, i.e., sewer facilities as may be required to service any portion of the property within its boundaries. The Petitioner shall construct all said lateral sewer lines in a manner acceptable to the Town's Engineer, and shall submit plans

BOOK

PAGE 759

for construction to be reviewed and approved prior to beginning work. Petitioner shall be responsible for payment of normal town sewer impact and connection fees. The Petitioner shall also pay for a prorated share of the sewer mains built by Lighthouse Square along Route 13. Payment shall be made in the estimated amount of \$1,723 x 2 to the Town who in turn shall pay the prior developer.

4. It is understood that immediately following approval and execution of this annexation agreement by all parties, the petitioner shall be permitted to immediately begin installation and construction of the necessary infrastructure to hook in to the Town's sewer lines. All costs, including labor, materials and inspection fees shall be at the sole expense of petitioner. All work must be approved and inspected by the Town's engineer. The parties recognize and agree that the Town does not permit properties outside the town limits to hook in to the Town's sewer line and that the Town is permitting petitioner this privilege solely due to, and in consideration of, petitioner having filed a petition to be annexed. In the event that the annexation is not completed or finalized, for any reason, petitioner shall immediately disconnect from the Town's sewer line. In the event that petitioner shall fail to disconnect from the sewer line immediately after written notification from the Town to do so, the petitioner shall hold the Town harmless for any loss, cost or expense associated with the enforcement of this provision, including attorney's fees.

5. It is understood and agreed by the Petitioner that the subject property will be required to use the Town's water system. Petitioner must use Town water for all uses except for irrigation and other such uses that do not involve human consumption. Petitioner shall also be responsible for extending the water service and meters with the subject property as well as the payment of all of the Town's hookup fees, connection and impact fees. The construction of water lines on the subject property shall be in a manner approved by the Town's Engineer. Fire service mains are at actual cost to construct and shall be installed if needed by the Petitioners' contractor as required by the Town Engineer.

6. The Petitioner shall pay a prorated share of the water main built by Lighthouse Square along Rt 13. Payment shall be made in the estimated amount of \$388 x 2 to the Town who will in turn pay the prior developer.

7. The subject property is intended to be a Highway Regional Commercial use. The property shall be taxed by the Town at the first normal taxing period following annexation at the normal rate of such property.

8. The property of Petitioner shall be zoned Highway Regional Commercial, subject to approval by Delmar Planning & Zoning and Wicomico County, if required by Maryland law.

9. 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.

10. Petitioner shall grant and convey to the Town, at no cost to the Town, all rights of ways and/or easements necessary for the extension and construction of utilities to its property by the Town, including, but not limited to, the sewer lines and water lines and treated effluent 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.

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

WITNESS:

MARYLAND MACK, L.P.

Jeffrey A. Upton

By:  (SEAL)
E. Thomas Harvill III GP

ATTEST:

MAYOR AND COMMISSIONERS OF DELMAR

Sara Bynum-King
Sara Bynum-King, Town Manager

By: P. Douglas Niblett (SEAL)
P. Douglas Niblett, Mayor

BOOK 3 PAGE 761
TOWN OF DELMAR

ANNEXATION PLAN

FOR

MARYLAND MACK, L.P.

TAX MAP 20, PARCEL 362

1. **PROPOSED LAND USE PATTERN** – The Town of Delmar received a Petition for Annexation from Maryland Mack, L.P., the Owner, of the 9.31 acres of land contiguous to the existing boundaries of the Town. The property abuts U.S. Route 13 at the intersection with Foskey Lane and is within the County's Metro Cure Growth area. The property is proposed to be zoned as Highway Regional Commercial if annexed into the Town of Delmar. The property is already. It is not anticipated that any additional Town services beyond sewer and water will be needed to serve this property.

2. **SCHEDULE FOR EXTENDING MUNICIPAL SERVICES** – Town sewer and water have been previously extending to adjoining properties. All town services will be made available to the subject property after annexation.

3. **MANNER OF ENSURING EXTENSION OF SERVICES** – All services such as sewer and water that are required to be extended to the subject property will be at the sole expense of the Petitioner.

BOOK 3 PAGE 762
CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
e-mail: cibblaw@dmv.com

Direct e-mail:
bensoncihb@dmv.com

December 4, 2007

Wade H. Insley, III
Robert A. Benson

Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Reference
90 State Circle
Annapolis, MD 21401-1991

RE: Town of Delmar/Resolution for Maryland Mack, L.P.

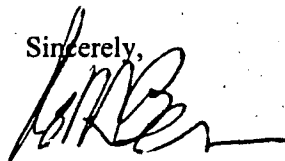
Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 2007-7-1 for the Town of Delmar which annexes into the Town of Delmar a certain area of land known as the "Maryland Mack, Limited Partnership Annexation".

A boundary description of the annexed area is attached to the Resolution along with the Annexation Plan. Also enclosed herewith please find a copy of the plat of the annexed area along with the Municipal Charter or Annexation Resolution Reposition Form.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB\mlh
Enclosure

- cc: Mrs. Gloria Smith
- Mark S. Bowen, Clerk, Circuit Court for Wicomico County
- State Planning Office (w/enclosures)
- State Department of Assessments and Taxation for Wicomico County (w/enclosures)
- Wicomico County Planning and Zoning (w/enclosures)
- Ms. Judy Ritter, Board of Elections (w/enclosures)
- Sara Bynum-King

OpenFiles\Town of Delmar\ Maryland Mack, L.P.\Recordation letter.doc

County
Ordinance
+
Resolutions

Received for Record **DEC 4 2007** and
recorded in the _____
_____ of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 753-762
Mark S. Bowen Clerk

BOOK 3 PAGE 763

CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
132 East Main Street
P.O. Box 109
Salisbury, Maryland 21803-0109

Richard E. Cullen
(1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325

e-mail: cihb@dmv.com

Direct e-mail:
bensoncihb@dmv.com

December 21, 2007

Wade H. Insley, III
Robert A. Benson

The Honorable Mark S. Bowen, Clerk
Circuit Court for Wicomico County
P.O. Box 198
Salisbury, MD 21801

ISR HIGG
Jan 02 2008 02:36 PM

RE: Town of Delmar/Annexation for Hearne/Fletcher

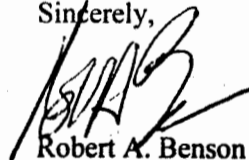
Dear Mark:

The Town of Delmar passed Resolution No. 1999-6 which annexes into the Town of Delmar a certain area of land know as the "Hearne/Fletcher Annexation". 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. Executed copy of Resolution No. 1999-6;
2. Copy of Annexation Agreement;
3. Legal Description; and
4. Copy of Conditions of Annexation.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB\mlh
Enclosure

cc: Mrs. Gloria Smith

OpenFiles\Town of Delmar\Hearne-Fletcher\Bowen Recordation Letter.doc

BOOK 3 PAGE 764

CULLEN, INSLEY & BENSON, LLP
ATTORNEYS AT LAW
 132 East Main Street
 P.O. Box 109
 Salisbury, Maryland 21803-0109

Richard E. Cullen
 (1914-1993)

Telephone: 410-749-1201 Facsimile: 410-749-1325
 e-mail: cihbblaw@dmv.com

Direct e-mail:
bensoncihb@dmv.com

December 21, 2007

Wade H. Insley, III
Robert A. Benson

Georgeanne Carter, Legislative Counsel
 Municipal Resolution Reposition
 Department of Legislative Reference
 90 State Circle
 Annapolis, MD 21401-1991

RE: Town of Delmar/Hearne-Fletcher Annexation

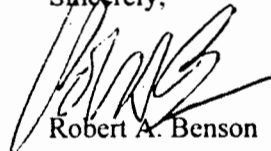
Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 1999-6 for the Town of Delmar which annexes into the Town of Delmar a certain area of land know as the "Hearne/Fletcher Annexation".

A boundary description of the annexed area is attached to the Resolution along with the Conditions of Annexation. Also enclosed herewith please find a copy of the plat of the annexed area.

Should you have any questions, please don't hesitate to call.

Sincerely,



Robert A. Benson

RAB/mlh
 Enclosure

cc: Mrs. Gloria Smith
 Mark S. Bowen, Clerk, Circuit Court for Wicomico County
 State Planning Office (w/enclosures)
 State Department of Assessments and Taxation for Wicomico County (w/enclosures)
 Wicomico County Planning and Zoning (w/enclosures)
 Board of Elections (w/enclosures)
 Sara Bynum-King

OpenFiles\Town of Delmar\Hearne/Fletcher Annexation\Recordation letter.doc

BOOK 3 PAGE 765
RESOLUTION NO. 1999 - 6

A RESOLUTION of the Mayor and Commissioners of Delmar proposing the annexation to the Town of Delmar of a certain area of land situated contiguous to and binding upon the Corporate Limits of the Town of Delmar located on the Westerly side and binding upon Maryland Avenue, portions of Maryland Avenue and a lot on the Easterly side of Maryland, to be known as the "HEARNE/FLETCHER 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 "HEARNE/FLETCHER Annexation" for identification; and,

WHEREAS, the Town of Delmar has caused to be made a certification of the signatures on said petition to annex 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 13, 1999, as will more particularly appear by the certification of Gaylon Bounds of the Town of Delmar, attached hereto; and

WHEREAS, it appears that the petition meets all the 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 Maryland Avenue, portions of Maryland Avenue and a lot on the Easterly side of Maryland, to be known as the "HEARNE/FLETCHER Annexation" 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 14, 2000, at 8:00 o'clock p.m. in the Delmar Town Hall and shall cause a public notice of the time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the Town of Delmar, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Commissioners of the Town of Delmar will hold a public hearing on the Resolution.

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

The above resolution was introduced and read and passed at the regular meeting of the Mayor and Commissioners of Delmar held on this 13th day of December 1999, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 14th day of February 2000.

Roberta Tiller

Roberta A. Tiller, Town Manager

P. Douglas Niblett

P. Douglas Niblett, Mayor

BOOK 3 PAGE 767
HEARNE/FLETCHER ANNEXATION

CERTIFICATION

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



Gaylon Bounds

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

1. Property taxes will be at the full rate of taxes beginning from the date of final passage of the annexation or upon the hookup of any lot or lots in said parcel to Town sewer or water, which ever is the first to occur.

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

B. GENERAL PROVISIONS

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

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

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

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

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

FLETCHER PROPERTY**A. SERVICES AND TAXES**

1. Property taxes will be at this full rate of taxes upon the hookup of said parcel to Town Sewer Service.

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

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

EXHIBIT "A"

All that certain lot or parcel of land, lying and being situated on the northerly side of Foskey Lane, but not adjoining, and on both sides of, and including a portion of Maryland Avenue, located in Delmar, Election District, Wicomico County, Maryland; hereinafter described by metes and bounds.

BEGINNING at a point formed by the intersection of the easterly right-of-way line of Maryland Avenue, 30 feet wide, and the northerly line of lands, now or formerly, of Dashiell J. Shannahan, and referenced as point 12A on a plat prepared by John H. Plummer and Associates, Inc., entitled "Foskmar Annexation" and recorded in the Resolution and Ordinance Records of Wicomico County, Maryland, in Liber 3, Folio 206, Resolution 1992-1, thence running North, 1) leaving said lands of Shannahan, running across said Maryland Avenue, by and with said "Foskmar Annexation" for the following five courses, North 87 degrees 16 minutes 14 seconds West 30.00 feet to a point on the westerly right-of-way line of said Maryland Avenue, thence running, 2) by and with said westerly right-of-way line of Maryland Avenue, North 02 degrees 43 minutes 46 seconds East 125.16 feet to a point, thence running, 3) leaving said right of way line of Maryland Avenue, North 85 degrees 03 minutes 39 seconds West a distance of 219.52 feet to a point, thence running, 4) South 67 degrees 51 minutes 21 seconds West 310.86 feet to a point, thence running, 5) North 21 degrees 24 minutes 30 seconds West 1211.78 feet to a point on the Southerly line of the lands, now or formerly, of Tay R. and Julie A. Moore, thence running, 6) leaving the aforesaid "Foskmar Annexation" and running four new courses, by and with said southerly line of Moore, North 88 degrees 54 minutes 47 seconds East 544.46 feet to a point on the westerly terminus of W. Walnut Street (unimproved) line of , thence running, 7) leaving said lands of Moore and running by and with the westerly terminus of W. Walnut Street (unimproved), lands, now or formerly, of Sheryl A. Hirsch, the westerly terminus of Poplar Street (unimproved) and with other lands of Robert C. and Karen P. Hearne, South 02 degrees 47 minutes 14 seconds West 593.14 to a point, thence running, 8) continuing by and with said other lands of Hearne and with the terminus of Memorial Drive, 40 feet wide, North 67 degrees 55 minutes 56 seconds East 193.10 feet to a point on the easterly right-of-way line of said Memorial Drive, thence running, 9) by and with said easterly right-of-way line of Memorial Drive, North 02 degrees 51 minutes 14 seconds East 82.06 feet to a point on the southerly line of lands of John W. and Bonnie Littleton, thence running, 10) leaving said right-of-way line of Memorial Drive and running by and with said lands of Littleton, North 89 degrees 30 minutes 20 seconds East 135.02 feet to a point on the easterly line of the old Corporate Limit line of Delmar, Maryland, thence running, 11) leaving said lands of Littleton and running by and with said existing Corporate Limit Line for the following two courses, South 03 degrees 01 minutes 55 seconds West 440.93 feet to a point, thence, running, 12) North 89 degrees 25 minutes 27 seconds East 176.61 feet, crossing Maryland Avenue to a point on the easterly right-of-way line of same; said point also being on the existing westerly

BOOK

3000 771

Corporate Limit Line of Delmar, Maryland as described in Resolution No. 35-1982, recorded in Resolution and Ordinance Liber 3, Folio 1, thence running, 13) by and with said Resolution No.35-1982 for the following three courses, South 02 degrees 43 minutes 46 seconds West 231.70 feet to a point, thence running, 14) North 89 degrees 53 minutes 13 seconds East 145.10 feet to a point, thence running, 15) South 02 degrees 40 minutes 46 seconds West 69.60 feet to a point, thence running, 16) North 86 degrees 19 minutes 14 seconds West 145.00 feet to a point and place of beginning; **CONTAINING 12.585 acres of land, more or less.**

The above described lot or parcel of land is intended to be all of that area designated as "Proposed Annexation" as shown on a plat, attached hereto and intended to be recorded herewith, entitled "ANNEXATION DRAWING, of the lands of ROBERT C. AND KAREN P. HEARNE, TERRY L. FLETCHER and a portion of MARYLAND AVENUE" as prepared by Davis, Bowen & Friedel, Inc., November, 1999.

RAB:lg
C:\wpdocs\town.dlmr\legal.dos.hearne.fletcher

TOWN OF DELMAR

ANNEXATION OUTLINE

AS REQUIRED BY ARTICLE 23, SECTION 19, SUBSECTION "0" OF THE ANNOTATED CODE OF MARYLAND FOR SUBMISSION TO THE STATE OFFICE OF PLANNING, WICOMICO COUNTY COUNCIL AND WICOMICO COUNTY DEPARTMENT OF PLANNING AND ZONING.

A. DESCRIPTION

Owner of Property: ROBERT C. HEARNE and KAREN P. HEARNE

Location of Property: West Side of and binding upon Maryland Avenue (Tax map No. 20, Parcel 15)

The area to be annexed contains approximately 14.43 acres and is contiguous to the existing corporate line of the Town and has a line approximately 1750 feet in length.

B. THE EXTENSION OF MUNICIPAL SERVICES AND PUBLIC FACILITIES INTO THE AREA PROPOSED TO BE ANNEXED IS AS FOLLOWS:

1. Water and sewer will be provided as follows: Sewer and water will be provided immediately or as soon as construction permits as is requested.
2. Garbage collection (where applicable) will be provided as follows: Immediately upon the Annexation becoming effective.
3. Police protection will be provided as of the effective date of the annexation.
4. Fire protection is not provided by the Town.
5. Stormwater drainage will be provided as required by public works agreement between Town and owner(s).
6. Parks and recreational facilities will be provided as follows: Existing parks and facilities will be used.

C. LAND USE

1. The land use classification for the area to be annexed is proposed as follows:
Residential R-2
2. The County Master Plan currently in effect for the area to be annexed is as follows:

D. PUBLIC FACILITIES AVAILABLE

1. Schools: Delmar Elementary
2. Libraries: Delmar Elementary
3. Fire Department: Delmar Volunteer Fire Department
4. Police Department: Delmar Police Department
5. Hospitals: Peninsula Regional Medical Center
6. Recreation:

E. MUNICIPAL FACILITIES WILL BE EXTENDED TO THE PROPERTY TO BE ANNEXED AS FOLLOWS:

As Available

F. DEVELOPMENT PROVISIONS:

1. The following facilities are expected to be furnished at the cost and expense of the developers:

The Town will be responsible to extend sewer to property line and Petitioner will be responsible for costs within property.

2. The following facilities are expected to be furnished at the cost and expense of the Town, to be paid for as follows:

None other than extension to existing property line if needed.

3. The following municipal services will be furnished and paid for from the effective date of annexation to the following July 1st as follows:

None other than sewer and water lines if completed.

Town of Delmar
Annexation Outline
Page 3

G. ZONING

1. The Town expects to apply the following zoning classification(s) to the area to be annexed:

Residential R-2
2. The area is currently zoned by Wicomico County as Agricultural Rural Residential. We are currently exploring this issue with the County.

H. ATTACHMENTS

1. Copy of annexation resolution
2. Copy of certification of verification
3. Copy of annexation petitions
4. Copy of plat of general map

I. DATES

1. Date of First Reading: March 8, 2000
2. Date of Public Hearing: May 10, 2000 (expected)
3. Date of Final Passage: May 10, 2000 (expected)
4. Date of Effect: May 10, 2000 plus 45 days (expected)

BOOK

303 775

EXHIBIT 'B'**TERMS AND CONDITIONS OF ANNEXATION****HEARNE PROPERTY****A. SERVICES AND TAXES**

1. Property taxes will be at the full rate of taxes beginning from the date of final passage of the annexation or upon the hookup of any lot or lots in said parcel to Town sewer or water, whichever ever is the first to occur.

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

B. GENERAL PROVISIONS

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

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

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

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

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

FLETCHER PROPERTY**A. SERVICES AND TAXES**

1. Property taxes will be at this full rate of taxes upon the hookup of said parcel to Town Sewer Service.

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

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

County
Ordinance
resolutions

Received for Record JAN 2 2008
recorded in the Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folio 763-776
M.A.S. Bowe Clerk

BOOK

3 PAGE 777

LAW OFFICES
HEARNE & BAILEY, P. A.CHARLES R. DASHIELL, JR.
KENNETH L. HOOPER

MATTHEW A. MACIARELLO*

FREDERIC E. WIGMAN
OF COUNSELCHARLES E. HEARNE, JR. (1909 - 1995)
JAMES P. BAILEY (1922 - 1987)

*Admitted in MD and DE

COLONIAL BUILDING
126 EAST MAIN STREET
SALISBURY, MD 21801

PLEASE REPLY TO:

P. O. BOX 138
SALISBURY, MD 21803-0138TELEPHONE: (410) 749-5144
FAX NO: (410) 749-8273
HOOPER FAX (410) 648-1382

e-mail: khooper@hbpalaw.com

February 21, 2008

VIA HAND DELIVERYThe Honorable Mark S. Bowen, Clerk
Circuit Court for Wicomico County
101 N. Division Street
P. O. Box 198
Salisbury, Maryland 21803-0198Re: The Town of Willards/Bent Pine Annexation
File No. 36356

Dear Mark:

On July 9, 2007, after public hearing thereon, The Town of Willards passed Resolution No. 2007-5 annexing 2.7864 acres of land into The Town of Willards, which said annexation is known as the "Bent Pine Annexation." This annexation became effective August 24, 2007. I just realized that I have not forwarded the annexation documents to you for recordation. 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:

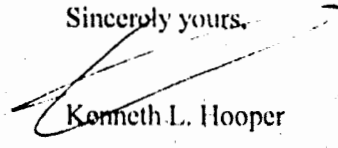
1. Three (3) mylars of the annexation plat for "Bent Pine Annexation."
2. Executed copy of Resolution No. 2007-5.
3. Copy of recorded Annexation Agreement.
4. Copy of the Conditions of Annexation.
5. A copy of the Outline of Proposed Services and Facilities.

The Honorable Mark S. Bowen, Clerk
February 21, 2008
Page 2

BOOK 3 PAGE 778

Should you have any questions, please feel free to contact the undersigned. Thank you for your kind assistance in this matter.

Sincerely yours,



Kenneth L. Hooper

KLH/dbp
Encs.

cc: Mrs. Gloria H. Smith

F:\Users\dp\36356Bowen\tr208

8004

3 PAGE 779

LAW OFFICES
HEARNE & BAILEY, P. A.

CHARLES R. DASHIELL, JR.
KENNETH L. HOOPER

MATTHEW A. MACIARELLO*

FREDERIC E. WIERMAN
OF COUNSEL

CHARLES E. HEARNE, JR. (1909 - 1998)
JAMES P. BAILEY (1922 - 1987)

*Admitted in MD and DE

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
HOOPER FAX (410) 848-1382

e-mail: khooper@hbpalaw.com

February 21, 2008

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

Re: The Town of Willards/Bent Pine Annexation
File No. 36356

Dear Ms. Carter:

Enclosed herewith please find a copy of Resolution No. 2007-5 for The Town of Willards which annexes into The Town of Willards 2.7864 acres, more or less. Resolution No. 2007-5 is known as the "Bent Pine Annexation" which became effective August 24, 2007. I just realized that I had failed to forward the Resolution to you for registration.

A boundary description of the annexed area is attached to the Resolution, along with the Conditions of Annexation. Also enclosed herewith please find a copy of the plat of the annexed area, as well as a copy of the Annexation Plan. You will also find enclosed a copy of the scheduled services for said area.

If you have any questions regarding the above information, please feel free to contact me. Thank you for your kind assistance in this matter.

Sincerely yours,


Kenneth L. Hooper

KLH/dbp
Encs.

cc: Mrs. Gloria H. Smith
Mark S. Bowen, Clerk, Circuit Court for Wicomico County (w/encs.)
State Planning Office (w/encs.)
State Department of Assessments and Taxation for Wicomico County (w/encs.)
Wicomico County Planning and Zoning Commission (w/encs.)
Wicomico County Board of Elections (w/encs.)

F:\Users\dp\36356GCarter\tr208

THE TOWN OF WILLARDS
RESOLUTION NO. 2007-5

A RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF WILLARDS PROPOSING THE ANNEXATION TO THE TOWN OF WILLARDS OF THAT CERTAIN AREA OF LAND CONTAINING 2.7864 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED ON THAT PLAT ENTITLED, "BENT PINE ANNEXATION," PREPARED BY WILLIAM K. WOODY, DATED MAY 22, 2006, AND INCORPORATED HEREIN BY REFERENCE.

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

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

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF WILLARDS that it is hereby proposed and recommended that the boundaries of The Town of Willards be changed so as to annex to and include within said Town all that certain area of land, together with persons residing therein and their property, contiguous to and binding upon the Easterly corporate limits of The Town of Willards and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF WILLARDS that the annexation of the said area be made subject to the Conditions of Annexation in Exhibit "C" attached hereto and incorporated herein by reference, as well as the Outline of Proposed and Facilities in Exhibit "D" attached hereto and incorporated herein by reference and further subject to the terms and conditions of that Annexation Agreement, the terms of which are incorporated herein by reference, including, without

limitation, the minimum development standards set forth in the aforesaid Annexation Agreement.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF WILLARDS that The Town Council for The Town of Willards hold a public hearing on the annexation hereby proposed on Monday, the 9th day of July, 2007, at 7:00 o'clock p.m. or such other time as may be designated by The Town Council for The Town of Willards in a Public Notice, said hearing to be held in the Willards Lions Club and the Executive Officer or Town Clerk 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 Willards, and the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which The Town Council for The Town of Willards will hold a public hearing on the Resolution.

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

The above Resolution was introduced and read at the regular meeting of The Town Council for The Town of Willards held on the 14th day of May, 2007, 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 9th day of July, 2007.

ATTEST:

Margaret E. White
Margaret E. White, Town Clerk

THE TOWN COUNCIL FOR
THE TOWN OF WILLARDS

By Steven E. Warren (SEAL)
Steven E. Warren, President

By Ralph A. Seaton (SEAL)
Ralph A. Seaton, Vice President

By James E. Farlow (SEAL)
James E. Farlow

By George E. Smith (SEAL)
George E. Smith

By Keith Twilley (SEAL)
Keith Twilley

Effective Date: August 24, 2007

F:\users\dp\36356Resolution2007-5

BENT PINE ANNEXATION CERTIFICATION

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

Date: 2-5-07

Bonnie Sutton
Certifier - Chairman
Planning and Zoning Commission

F:\Users\dp36356\Certification

EXHIBIT "B"**BENT PINE ANNEXATION****PROPERTY DESCRIPTION**

All that lot, tract or parcel of land situate in Willards Election District, Wicomico County, State of Maryland, and being more particularly described as follows: Beginning for the same at a granite stone found and located at the Northeasterly corner of the lands described herein, same also being located on the Southerly property line of the lands identified as "James E. Lewis, II, and Brenda A. Collins, Trustees"; thence (1) running by and with the other lands of Bent Pine, L.L.C. and the "Limits of The Town of Willards" South 01 degrees 23 minutes 47 seconds East a distance of 471.33 feet to a point in the center-line of the tax ditch; thence (2) running by and with the other lands of Bent Pine, L.L.C. and the "Limits of The Town of Willards" by and with the center of a tax ditch, North 79 degrees 59 minutes 29 seconds West a distance of 372.61 feet to a point; thence (3) continuing as aforesaid South 89 degrees 34 minutes 31 seconds West a distance of 46.85 feet to a point; thence (4) running by and with the other lands of Bent Pine, L.L.C. and the "Limits of The Town of Willards" by and with a curve to the left having a radius of 2,640 feet for an arc length of 448.16 feet, subtended by a chord of North 31 degrees 44 minutes 32 seconds East a chord distance of 447.62 feet to a point; thence (5) running North 81 degrees 06 minutes 11 seconds East a distance of 168.84 feet to the point of beginning, containing 2.7864 acres of land, more or less; same being part of Item One set forth in a Deed from Dorothy Ellen Page and Doris Ann White, Personal Representatives of the Estate of Elva E. Baker, to Bent Pine, L.L.C., dated October 7, 1994, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1432, Folio 63, and being more particularly depicted on that proposed annexation plat prepared by William K. Woody, Professional Land Surveyor, dated May 22, 2006.

BOOK 3 PAGE 785

EXHIBIT "C"

ANNEXATION PLANCONDITIONS OF ANNEXATION"BENT PINE ANNEXATION"A. Services and Taxes.

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

2. The Town of Willards is presently under a moratorium for building construction in that its sanitary sewer service has reached maximum capacity. The Town is presently planning for the construction of a new sewer sanitary plant, subject to available funding, at which time it is anticipated that adequate capacity will exist such that the sanitary sewer moratorium will be lifted. Services will be available upon annexation subject to the conditions hereof being complied with and subject to the restrictions stated aforesaid. The subject property to be annexed will be required to use any and all available Town systems and services at the time of development and construction, it being understood that development and construction will not begin until such time as there is available sanitary sewer service to the annexed area. At such time as the building moratorium is lifted and there is available sanitary sewer service, water and sewer service will be contingent upon approval of an Improvements Construction Plan, including an Engineer's estimate of improvement costs, the payment to The Town of all required fees, improvement costs and charges, the execution and negotiation of a Public Works Agreement and the completion of the necessary construction to serve the property. Petitioner will be responsible for the costs of all development and improvements, including, without limitation, extension of water and sewer mains, water and sewer laterals, installation and/or upgrades of pump stations, streets, sidewalks, curbing, street lights and any and all other related and miscellaneous costs. Any and all streets as proposed for said annexed area shall be dedicated by Petitioner and developer to The Town of Willards. Petitioner shall be responsible for payment of all impact fees, water and sewer hookup fees, and all other fees that may be in effect at the time of development. The Outline of Proposed Services and Facilities and the terms and conditions thereof are specifically incorporated herein by reference.

B. General Provisions.

1. To everyone's knowledge, there is no existing development on the annexed property, however, to the extent there is, all existing development which is served by an on-site water and/or sewer system may maintain those systems as long as they are in good working order and pose no threat to the environment, Town water supply, or until ordered to abandon it by the County or State Health Department. At the time of connection, the property owner must request the service of water and/or sewer and pay the appropriate tapping fees and impact fees in accordance with The Town policy current at the time of application.

2. Services for newly developed areas will be bound by the provisions of paragraph A2 above.

3. Zoning will be Commercial, which applies and is consistent with the County Comprehensive Plan and which said zoning has been approved by the Salisbury-Wicomico County Planning and Zoning Commission. Approval is not required by the Wicomico County Council in that the subject property to be annexed is in The Town Growth Area and in The Town Transition Zoning for the County.

4. As a condition of this annexation, the Petitioner shall pay the costs and expenses, including advertising costs, attorney's fees and document costs associated with the annexation as required by the Annotated Code of Maryland, and said Petitioner accepts full responsibility for same, pursuant to the terms and conditions set forth in the agreement between the Petitioner and The Town. It is anticipated that the property to be annexed and the surrounding property of Petitioner shall be developed as a mixed use commercial and residential subdivision/planned unit development. This annexation is further subject to and contingent upon the terms set forth in that Annexation Agreement entered into by and between the Petitioner and The Town, including, but not limited to, those restrictions requiring minimum square footage of 1,400 square feet, not including porches, breezeways, alcoves, or garages. This development standard is a specific condition of this annexation and shall constitute and be construed as a covenant running with the land of the Petitioner (both presently existing in The Town and that to be annexed per this annexation) and encumbering the subject property. As a condition of development, Petitioner and/or its successors and assigns, shall be required to submit to The Town of Willards for approval, subdivision covenants and restrictions containing, at a minimum, the aforesaid restrictions and such other conditions and/or restrictions as may be required by The Town of Willards, for the homes to be constructed in the annexed area (2.7864 acres) and the area already existing in The Town limits. Should Petitioner elect to develop the annexed area and the surrounding property already existing in The Town of Willards with single family houses/lots, the minimum lot size shall be 10,000 square feet with a preferred width of no less than 80 feet.

5. The subject property to be annexed (and, in addition thereto, the property already existing in The Town of Willards) will not be developed or built upon, nor will any portion or lot be developed or built upon, irrespective of whether allowed by the Zoning Code for The Town of Willards or the Willards Subdivision Regulations, until the cost of extending water and sewer mains, connecting water and sewer lines, installing and/or upgrading of pump stations, was well as all other related expenses, including streets, curbing, sidewalks, lights and related costs as set forth in paragraph A2 above have been paid up front by the Petitioner to The Town or satisfactory security has been provided by Petitioner to The Town.

ANNEXATION PLAN

OUTLINE OF PROPOSED SERVICES AND FACILITIES

BENT PINE ANNEXATION

I. Land Use Pattern

The area to be annexed is currently zoned Town Transitional District. The proposed development plan for the area to be annexed and the surrounding property owned by Petitioner and already located in The Town of Willards has been presented as a mixed use of residential and commercial and the property will be zoned Commercial by The Town upon completion of the annexation. Approval for the change in zoning from Town Transitional District to Commercial has been approved by the Salisbury-Wicomico County Planning and Zoning Commission (Exhibit "1"). The subject property to be annexed is in The Town Growth Area and in The Town Transition Zoning for the County and, thus, approval by the Wicomico County Council is not required. The Willards Planning and Zoning Commission has recommended that the area be zoned Commercial upon annexation (Exhibit "2"). The Town anticipates imposing development restrictions as to the minimum size of lots and minimum square footage of houses, which said restrictions will be part of the Annexation Agreement and/or Resolution.

II. Land For Public Facilities.

No land for public facilities such as schools, libraries, fire stations, etc. is anticipated. The existing schools should be adequate to handle the annexed area. Likewise, existing services should be sufficient to handle the annexed area.

III. Extension of Municipal Services.

Once The Town has adequate sewer capacity such that development can proceed, water and sanitary sewer service will be made available to the annexed area, as well as the surrounding

area owned by Petitioner and presently existing within The Town of Willards, by water and sanitary sewer mains and laterals to be extended and/or installed by the Petitioner, its successors and assigns, at Petitioner's sole cost, upon approval by The Town of Willards. The existing services on the adjoining property that contains the Atlantic Smith Cropper & Deeley Insurance Company will not be adequate to handle the additional development of the subject property. The Town's water main that runs along Bent Pint Road is six inches, however, the water main that was extended onto the Bent Pine L.L.C. property to service the insurance company was only two inches and, thus, not large enough for the additional development. In addition thereto, the pump station that currently exists on the Bent Pine L.L.C. property was designed only to serve the existing insurance company and related offices. In order to develop the annexed property and the surrounding property of the Petitioner, it will be necessary to extend The Town's six inch water main presently located on Bent Pine Road through the property of Petitioner with a six inch water main in order to supply adequate water for the mixed use commercial and residential development. The sewer main located on Bent Pine Road is not deep enough to supply gravity flow for the annexed area and the surrounding property of Petitioner. As such, the Petitioner will need to design the sewer system in a way that the sewer from the residential and commercial development will gravity feed into a pump station located on the property of Petitioner and then be pumped into The Town's gravity sewer main located on Bent Pine Road. The mains and pump stations will have to be designed to the specifications required by The Town's Engineer. In addition, the pump station located on Maryland Route 346 will be receiving the flow from the development on Petitioner's property and, as part of the design process for the extension of water and sewer service, this pump station will have to be evaluated to make sure that it can handle the additional flow. If not, the Maryland Route 346 Old Ocean City Road pump station may have to

BOOK 3 PAGE 789

be upgraded to handle the additional flow. All expenses in regard to water and sewer will be incurred by Petitioner, its successors and/or assigns, per the Annexation Agreement between The Town of Willards and Petitioner, including, without limitation, any water and sewer meters, manholes, pump stations, upgraded pump stations, sewer mains and water mains.

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

Any and all street improvements and curbing will comply with any regulatory ordinance and the Zoning Code of The Town of Willards and meet the standards required by the Wicomico County Department of Public Works, Road Division. All expenses will be incurred and paid by the Petitioner, its successors and/or assigns, per the Annexation Agreement between The Town of Willards and Petitioner.

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

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

It is anticipated that approval will be required from the State Highway Administration as a result of the increased access onto U.S. Route 50. Petitioner shall be responsible for securing any and all necessary permits from the State Highway Administration and conducting any and all traffic studies or other studies required by the State Highway Administration, at Petitioner's sole cost.

Petitioner shall comply with all requirements for forestation and reforestation as mandated by Wicomico County, Maryland, which administers The Town's Forest Conservation

BOOK 3 PAGE 790

Program. The costs of any forestation and/or reforestation, on site or off site, will be the responsibility of the Petitioner.

The Petitioner shall be responsible for the payment of any and all connection fees and/or impact fees that may be in effect in The Town of Willards or Wicomico County at the time of development by Petitioner, its successors and/or assigns.

The Petitioner shall be responsible for the payment of all engineering fees and costs incurred by The Town related to the review of the development of the subject property and the extension of water and sewer service to the subject property.

F:\Users\dp\36356Outline



CITY OF SALISBURY - WICOMICO COUNTY
DEPARTMENT OF PLANNING, ZONING
AND COMMUNITY DEVELOPMENT



BOOK 3 PAGE 791

Tel: 410-548-4860

Salisbury-Wicomico County
Planning & Zoning Commission
Historic District Commission

Fax: 410-548-4955

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

November 20, 2006

Mr. Ken Hooper
Hearne & Bailey, P.A.
P.O. Box 138
Salisbury, MD 21803-0138

RE: WILLARDS – BENT PINE ROAD ANNEXATION – 2.85 Acres; M-33,
P-213, G-21.

Dear Mr. Hooper:

The Wicomico County Planning Commission at it's meeting of November 16, 2006, forwarded a **FAVORABLE** recommendation to the Willards Town Council for **Commercial** zoning of the annexation area upon the effective date of annexation to the Town. This zoning is consistent with the policy recommendations of the 1998 Wicomico County Comprehensive Plan designation of Level Two Town Growth. The proposed zoning will also permit development consistent with the surrounding commercial development within the Town.

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

Sincerely,

John F. Lenox, AICP
Director

Salisbury/Wicomico Planning & Zoning

JFL:brt

cc: P. Rai Sharma, Director of County Public Works Department
Assessments

THE WILLARDS PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2007-1

A RESOLUTION OF THE WILLARDS PLANNING AND ZONING COMMISSION RECOMMENDING THE AMENDMENT OF ORDINANCE NO. 1973-1, THE ZONING ORDINANCE, BY ZONING THAT PORTION OF LAND OWNED BY BENT PINE L.L.C., TO A ZONING CLASSIFICATION OF COMMERCIAL, IN CONJUNCTION WITH AND SUBJECT TO THE ANNEXATION OF THE HEREINAFTER DESCRIBED PROEPRTY; AND THE AMENDING OF THE OFFICIAL ZONING MAP TO REFLECT THE SAME; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT LOT, TRACT OR PARCEL OF LAND SITUATE IN WILLARDS ELECTION DISTRICT, WICOMICO COUNTY, STATE OF MARYLAND, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING FOR THE SAME AT A GRANITE STONE FOUND AND LOCATED AT THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED HEREIN, SAME ALSO BEING LOCATED ON THE SOUTHERLY PROPERTY LINE OF THE LANDS IDENTIFIED AS "JAMES E. LEWIS, II, AND BRENDA A. COLLINS, TRUSTEES"; THENCE (1) RUNNING BY AND WITH THE OTHER LANDS OF BENT PINE L.L.C. AND THE "LIMITS OF THE TOWN OF WILLARDS" SOUTH 01 DEGREES 23 MINUTES 47 SECONDS EAST A DISTANCE OF 471.33 FEET TO A POINT IN THE CENTER LINE OF THE TAX DITCH; THENCE (2) RUNNING BY AND WITH THE OTHER LANDS OF BENT PINE L.L.C. AND THE "LIMITS OF THE TOWN OF WILLARDS" BY AND WITH THE CENTER OF A TAX DITCH, NORTH 79 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 372.61 FEET TO A POINT; THENCE (3) CONTINUING AS AFORESAID SOUTH 89 DEGREES 34 MINUTES 31 SECONDS WEST A DISTANCE OF 46.85 FEET TO A POINT; THENCE (4) RUNNING BY AND WITH THE OTHER LANDS OF BENT PINE L.L.C. AND THE "LIMITS OF THE TOWN OF WILLARDS" BY AND WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2,640 FEET FOR AN ARC LENGTH OF 448.16 FEET, SUBTENDED BY A CHORD OF NORTH 31 DEGREES 44 MINUTES 32 SECONDS EAST A CHORD DISTANCE OF 447.62 FEET TO A POINT; THENCE (5) RUNNING NORTH 81 DEGREES 06 MINUTES 11 SECONDS EAST A DISTANCE OF 168.84 FEET TO THE POINT OF BEGINNING, CONTAINING 2.7864 ACRES OF LAND, MORE OR LESS; SAME BEING PART OF ITEM ONE SET FORTH IN A DEED FROM DOROTHY ELLEN PAGE AND DORIS ANN WHITE, PERSONAL REPRESENTATIVES OF THE ESTATE OF ELVA E. BAKER, TO BENT PINE L.L.C., DATED OCTOBER 7, 1994, AND RECORDED AMONG THE LAND RECORDS OF WICOMICO COUNTY, MARYLAND, IN LIBER M.S.B. NO. 1432, FOLIO 63, AND BEING MORE PARTICULARLY DEPICTED ON THAT PROPOSED ANNEXATION

BOOK 3 PAGE 793

PLAT PREPARED BY WILLIAM K. WOODY, PROFESSIONAL LAND SURVEYOR, DATED MAY 22, 2006.

WHEREAS, a request has been made of The Town Council for The Town of Willards to annex the hereinafter described property into The Town limits of The Town of Willards and, in conjunction therewith, to zone said annexed property under a zoning classification of Commercial; and to amend the Official Zoning Map to reflect same; and

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

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

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

WHEREAS, the Wicomico County Planning Commission at its meeting of November 16, 2006, forwarded a favorable recommendation to The Town Council for The Town of Willards for the subject property to be zoned Commercial upon the effective date of annexation to The Town; and

WHEREAS, The Willards Planning and Zoning Commission makes its following recommendations to The Town Council for The Town of Willards, after public hearing on same being held on the 7th day of May, 2007.

SECTION ONE: NOW, THEREFORE, BE IT RESOLVED AND RECOMMENDED BY THE WILLARDS PLANNING AND ZONING COMMISSION that the subject property owned by Bent Pine L.L.C., and proposed to be annexed into The Town limits for The Town of Willards, pursuant to an Annexation Resolution to be introduced and passed in due course, be zoned as commercial, said property being more particularly described as follows:

All that lot, tract or parcel of land situate in Willards Election District, Wicomico County, State of Maryland, and being more particularly described as follows: Beginning for the same at a granite stone found and located at the Northeasterly corner of the lands described herein, same also being located on the Southerly property line of the lands identified as "James E. Lewis, II,

and Brenda A. Collins, Trustees"; thence (1) running by and with the other lands of Bent Pine L.L.C. and the "Limits of The Town of Willards" South 01 degrees 23 minutes 47 seconds East a distance of 471.33 feet to a point in the center line of the tax ditch; thence (2) running by and with the other lands of Bent Pine L.L.C. and the "Limits of The Town of Willards" by and with the center of a tax ditch, North 79 degrees 59 minutes 29 seconds West a distance of 372.61 feet to a point; thence (3) continuing as aforesaid South 89 degrees 34 minutes 31 seconds West a distance of 46.85 feet to a point; thence (4) running by and with the other lands of Bent Pine L.L.C. and the "Limits of The Town of Willards" by and with a curve to the left having a radius of 2,640 feet for an arc length of 448.16 feet, subtended by a chord of North 31 degrees 44 minutes 32 seconds East a chord distance of 447.62 feet to a point; thence (5) running North 81 degrees 06 minutes 11 seconds East a distance of 168.84 feet to the point of beginning, containing 2.7864 acres of land, more or less; same being part of Item One set forth in a Deed from Dorothy Ellen Page and Doris Ann White, Personal Representatives of the Estate of Elva E. Baker, to Bent Pine L.L.C., dated October 7, 1994, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1432, Folio 63, and being more particularly depicted on that proposed annexation plat prepared by William K. Woody, Professional Land Surveyor, dated May 22, 2006.

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

The above Resolution was introduced at a meeting of The Willards Planning and Zoning Commission on April 2, 2007, and was finally passed on the 7th day of May, 2007.

ATTEST: THE WILLARDS PLANNING
AND ZONING COMMISSION

_____ /s/ _____ By _____ /s/ _____ (SEAL)
Bonnie P. Seaton, Chairperson

By _____ /s/ _____ (SEAL)
Leigh Scott

By _____ /s/ _____ (SEAL)
Steven Warren

By _____ /s/ _____ (SEAL)
Patrick Vodak

By _____ /s/ _____ (SEAL)
Laura J. Mears

Return to: Hearne & Bailey *Atty*
126 E. Main St.
Salisbury, MD 21801

LIBER 2800 FOLIO 733

BOOK

3 PAGE 796

ANNEXATION AGREEMENT

THIS AGREEMENT entered into this 14th day of May, 2007,
by and between BENT PINE L.L.C., a Maryland Limited Liability Company, by Haskin U.
Deeley, III, Authorized Member, hereinafter referred to as "Petitioner," and THE TOWN OF
WILLARDS, a body politic and corporate of the State of Maryland, hereinafter referred to as
"The Town," WITNESSETH:

WHEREAS, Petitioner has petitioned The Town to annex its property into The Town
limits, said property being more particularly described on the property description attached
hereto and incorporated herein by reference as Exhibit "A" and shown and designated on that
plat entitled, "Bent Pine Annexation" attached hereto and incorporated herein by reference as
Exhibit "B," and consisting of 2.7864 acres, more or less, which said property shall be utilized
for commercial purposes, said property being conveyed to the Petitioner by Deed from Dorothy
Ellen Page and Doris Ann White, Personal Representatives of the Estate of Elva E. Baker, dated
October 7, 1994, and recorded among the Land Records of Wicomico County, Maryland, in
Liber M.S.B. No. 1432, Folio 63; and

WHEREAS, said Petition has been considered and reviewed by The Willards Planning
and Zoning Commission and, although it has not done so formally, it has recommended for
annexation the above property under a Commercial zoning classification and, as a condition
precedent to said annexation, The Town Council for The Town of Willards 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 agree-
ment of the Petitioner and The Town.

794

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

1. The Town Council for The Town of Willards will consider a Resolution for the proposed annexation of the subject 2.7864 acres, more or less, contingent upon and subject to the conditions of this Agreement being complied with.

2. As a condition to the aforesaid annexation, Petitioner, Bent Pine L.L.C., does hereby agree to pay all costs in regard to said annexation, including, but not limited to, the laying out and paving of all streets, curbing, sidewalks, stormwater management, reforestation, the setting of street lights, the extension of water and sewer mains, including sewer lateral and water tap and water boxes (if and when required by The Town and/or Wicomico County), installation and/or upgrades of pump stations, for the development of the proposed 2.7864 acres, more or less, and shall also pay the aforesaid costs related to the development of all property presently existing in The Town of Willards, which land is to be utilized for a commercial use consisting of a mixture of commercial and residential uses. In addition thereto, the Petitioner shall pay all attorney's fees, advertising costs, document preparation and all other related and miscellaneous costs in regard to said annexation.

3. As stated aforesaid, Petitioner shall develop the proposed annexed land and the existing adjoining land under a commercial use consisting of a mixture of commercial and residential development. This development may be, but is not required to be, done in a phase plan as agreed to by and between The Town and Petitioner. If developed in phases, all approval of further phases will be subject to the availability of water and sewer service, with no guaranteed reservation by The Town. Petitioner hereby agrees that said tract of land to be annexed, as well as the tract of land presently existing in The Town, will not be developed or

built upon, nor will any portion or lot be developed or built upon, irrespective of whether allowed by the Zoning Code for The Town of Willards or the Willards Subdivision Regulations, until the cost of extending water and sewer mains (if and when required), the installation and/or upgrades of pump stations, as well as all other related expenses, including streets, sidewalks, curbing, lights, stormwater management, reforestation and related costs as set forth in paragraph 4 below, have been paid up front by said Petitioner to The Town, as to any lot, off-conveyance or the entire tract, and said Petitioner does hereby agree to pay all of the aforesaid costs.

4. The Town of Willards is presently under a moratorium for building construction in that its sanitary sewer service has reached maximum capacity. The Town is presently planning for the construction of a new sewer sanitary plant, subject to available funding, at which time it is anticipated that adequate capacity will exist such that the sanitary sewer moratorium will be lifted. Services will be available upon annexation subject to the conditions hereof being complied with and subject to the restrictions stated aforesaid. The subject property to be annexed will be required to use any and all available Town systems and services at the time of development and construction, it being understood that development and construction on the annexed property, as well as the property presently existing in The Town, will not begin until such time as there is available sanitary sewer service. At such time as the building moratorium is lifted and there is available sanitary sewer service, water and sewer service will be contingent upon approval of an Improvements Construction Plan, including an Engineer's estimate of improvement costs, the payment to The Town of all required fees, improvement costs and charges, the execution and negotiation of a Public Works Agreement and the completion of the necessary construction to serve the property. Petitioner will be responsible for the costs of all development and improvements, including, without limitation, extension of water and sewer

mains, water and sewer laterals, installation and/or upgrades of pump stations, streets, sidewalks, curbing, street lights, reforestation, stormwater management, and any and all other related and miscellaneous costs. Any and all streets as proposed for said annexed area shall be dedicated by Petitioner to The Town of Willards. Petitioner shall be responsible for payment of all impact fees, water and sewer hookup fees, and all other fees that may be in effect at the time of development. Petitioner shall post said improvement costs for any and all improvements with The Town of Willards prior to The Town approving any of the aforesaid development of the subject area, said money to be posted through one of the following four methods:

- a. Escrow account by The Town of Willards;
- b. Performance bond;
- c. Irrevocable letter of credit; and
- d. Cash.

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

6. All existing development which is served by an on-site water and/or sewer system may maintain those systems as long as they are in good working order and pose no threat to the environment, Town water supply, or until ordered to abandon it by the County or State Health

Department. Once The Town has adequate sewer capacity such that development can proceed, water and sanitary sewer service will be made available to the annexed area, as well as the surrounding area owned by Petitioner and presently existing within The Town of Willards, by water and sanitary sewer mains and laterals to be extended and/or installed by the Petitioner, its successors and assigns, at Petitioner's sole cost, upon approval by The Town of Willards. The existing services on the adjoining property that contains the Atlantic Smith Cropper & Deeley Insurance Company will not be adequate to handle the additional development of the subject property. The Town's water main that runs along Bent Pine Road is six inches, however, the water main that was extended onto the Bent Pine L.L.C. property to service the insurance company was only two inches and, thus, not large enough for the additional development. In addition thereto, the pump station that currently exists on the Bent Pine L.L.C. property was designed only to serve the existing insurance company and related offices. In order to develop the annexed property and the surrounding property of the Petitioner, it will be necessary to extend The Town's six inch water main presently located on Bent Pine Road through the property of Petitioner with a six inch water main in order to supply adequate water for the mixed use commercial and residential development. The sewer main located on Bent Pine Road is not deep enough to supply gravity flow for the annexed area and the surrounding property of Petitioner. As such, the Petitioner will need to design the sewer system in a way that the sewer from the residential and commercial development will gravity feed into a pump station located on the property of Petitioner and then be pumped into The Town's gravity sewer main located on Bent Pine Road. The mains and pump stations will have to be designed to the specifications required by The Town's Engineer. In addition, the pump station located on Maryland Route 346 will be receiving the flow from the development on Petitioner's property and, as part of the

design process for the extension of water and sewer service, this pump station will have to be evaluated to make sure that it can handle the additional flow. If not, the Maryland Route 346 Old Ocean City Road pump station may have to be upgraded to handle the additional flow. All expenses in regard to water and sewer will be incurred by Petitioner, its successors and/or assigns, per the Annexation Agreement between The Town of Willards and Petitioner, including, without limitation, any water and sewer meters, manholes, pump stations, upgraded pump stations, sewer mains and water mains.

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

Any and all street improvements and curbing will comply with any regulatory ordinance and the Zoning Code of The Town of Willards and meet the standards required by the Wicomico County Department of Public Works, Road Division. All of the aforesaid expenses will be paid by the Petitioner, its successors and/or assigns.

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

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

It is anticipated that approval will be required from the State Highway Administration as a result of the increased access onto U.S. Route 50. Petitioner shall be responsible for securing any and all necessary permits from the State Highway Administration and conducting any and all traffic studies or other studies required by the State Highway Administration, at Petitioner's sole cost.