

**RESOLUTION NO. 1229**

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the Westerly corporate limit of the City of Salisbury, to be known as the "Pemberton Drive - Schneider Property Annexation" being an area located on the Northwesterly side of Pemberton Drive.

WHEREAS the City of Salisbury 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 Northwesterly side of Pemberton Drive, said parcel being contiguous to and binding upon the Westerly corporate limit of the City of Salisbury;

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of April 13, 2005, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, 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 COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property,

contiguous to and binding upon the Northwesterly side of Pemberton Drive, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, 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 COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on June 13, 2005, at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator 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 City of Salisbury, 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 Council of the City of Salisbury will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, 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 Council of the City of Salisbury held on this 25<sup>th</sup> day of April, 2005, 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 \_\_\_\_\_ day of June, 2005.

\_\_\_\_\_  
Brenda J. Colegrove,  
City Clerk

\_\_\_\_\_  
Michael P. Dunn,  
Council President

APPROVED BY ME this \_\_\_\_\_ day of  
\_\_\_\_\_ 2005.

\_\_\_\_\_  
Barrie P. Tilghman,  
Mayor of the City of Salisbury

EXHIBIT "A"  
PEMBERTON DRIVE – SCHNEIDER PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the westerly Corporate Limit of the City of Salisbury to be known as "Pemberton Drive – Schneider Property Annexation" beginning for the same at a point on the Corporate Limit, said point being at the northeast corner of the lands of Tugboat Ferry, L.L.C. X 1,195,627.50 Y 197,201.86; thence running by and with the boundary line of said lands the following two courses: (1) South forty-five degrees thirty minutes zero seconds West (S 45° 30' 00" W) one hundred and forty decimal zero, zero (140.00) feet to a point X 1,195,527.65 Y 197,103.73; (2) South forty-four degrees twenty-five minutes thirty-six seconds East (S 44° 25' 36" E) one hundred and seventy-two decimal five, zero (172.50) feet to a point on the northwesterly right of way line of Pemberton Drive X 1,195,648.40 Y 196,980.54; thence with the northwesterly right of way line of said road North forty-five degrees thirty minutes zero seconds East (N45° 30' 00" E) one hundred and forty decimal zero, zero (140.00) feet to a point at the southeast corner of the lands of Tugboat Ferry, L.L.C. and on the Corporate Limit X 1,195,748.25 Y 197,078.67; thence with said lands and the Corporate Limit North forty-four degrees twenty-five minutes thirty-six seconds West (N 44° 25' 36" W) one hundred and seventy-two decimal five, zero (172.50) feet to the point of beginning and containing 0.554 acres, all of which being the lands of Tugboat Ferry, L.L.C.. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit "B"

CONDITIONS OF ANNEXATION

"PEMBERTON DRIVE – SCHNEIDER PROPERTY ANNEXATION"

A. SERVICES AND TAXES

1. Property taxes will be assessed at the first normal taxing period following annexation.
2. Existing development areas will be given City services upon request. Services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as practical.
3. Services for developing areas will be made available in accordance with City policy in effect at the time the Public Works Agreement is signed and the Comprehensive Development Plan is approved. Note: No request for water and sewer service will be considered complete until all applicable fees, charges and assessments are paid.

B. GENERAL PROVISIONS

1. All EXISTING DEVELOPMENT which is served by onsite water and/or sewer systems may maintain those systems as long as they are in good working order and pose no threat to the environment, City water supply or until ordered to abandon the system(s) by the County Health Department or State Department of the Environment. Prior to connection, the property owner must initiate and complete a request for service with the City Department of Public Works. The application is not considered complete until all appropriate fees, charges and/or assessments are paid.
2. NEWLY DEVELOPING PROPERTIES will be required to use any City water and sewer system 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 the City service lines is completed.
3. WATER AND SEWER and other improvements and services will be made available to the extent possible to all parcels within the newly annexed areas in accordance with the City Policy in effect at the time the Public Works Agreement is signed and the Comprehensive Development Plan is approved.

## CONDITIONS OF ANNEXATION

### "PEMBERTON DRIVE -- SCHNEIDER PROPERTY ANNEXATION"

4. ZONING of the entire annexation area will be Neighborhood Business as recommended by the Salisbury/Wicomico County Planning & Zoning Commission.

#### C. MISCELLANEOUS

1. As a condition of annexation, the petitioners shall pay the cost of annexation including, but not limited to, advertising costs associated with the annexation.
2. The City of Salisbury accepts no responsibility for the construction, maintenance or upkeep of any existing roadway, public or private, until such is brought up to City standards at the expense of the developer(s) and accepted by the Director of Public Works
3. All new streets or roadways shall be constructed at the expense of the developer(s) to City standards and accepted by the Director of Public Works prior to dedication. Dedication shall be by fee simple ownership.

#### D. SPECIAL CONDITIONS

1. Development of this site shall be in accordance with a Comprehensive Development Plan approved by the Salisbury Planning Commission.

Schneider  
Cond.ann.

Exhibit "C"

OUTLINE OF SERVICES AND FACILITIES  
"PEMBERTON DRIVE - SCHNEIDER PROPERTY ANNEXATION"

1. LAND USE PLAN

The land to be annexed is currently zoned C-1 Select Commercial under Wicomico County Zoning regulations and is improved with an old dwelling and a commercial office building. Zoning shall be Neighborhood Business upon annexation to the City of Salisbury as recommended by the Salisbury/Wicomico County Planning and Zoning Commission.

Plans are to demolish the existing dwelling and construct a 2,550 sq. ft. commercial building that will accommodate one or two suites. Two apartments are also planned over the commercial building. The existing commercial office building will stay in place.

2. LAND FOR PUBLIC FACILITIES

Utility easements for water and sanitary sewer mains throughout the site may be required to be deeded to the City of Salisbury. These lands will be identified on the final approved site plan and will be dependent upon development configuration. No other public facilities are anticipated.

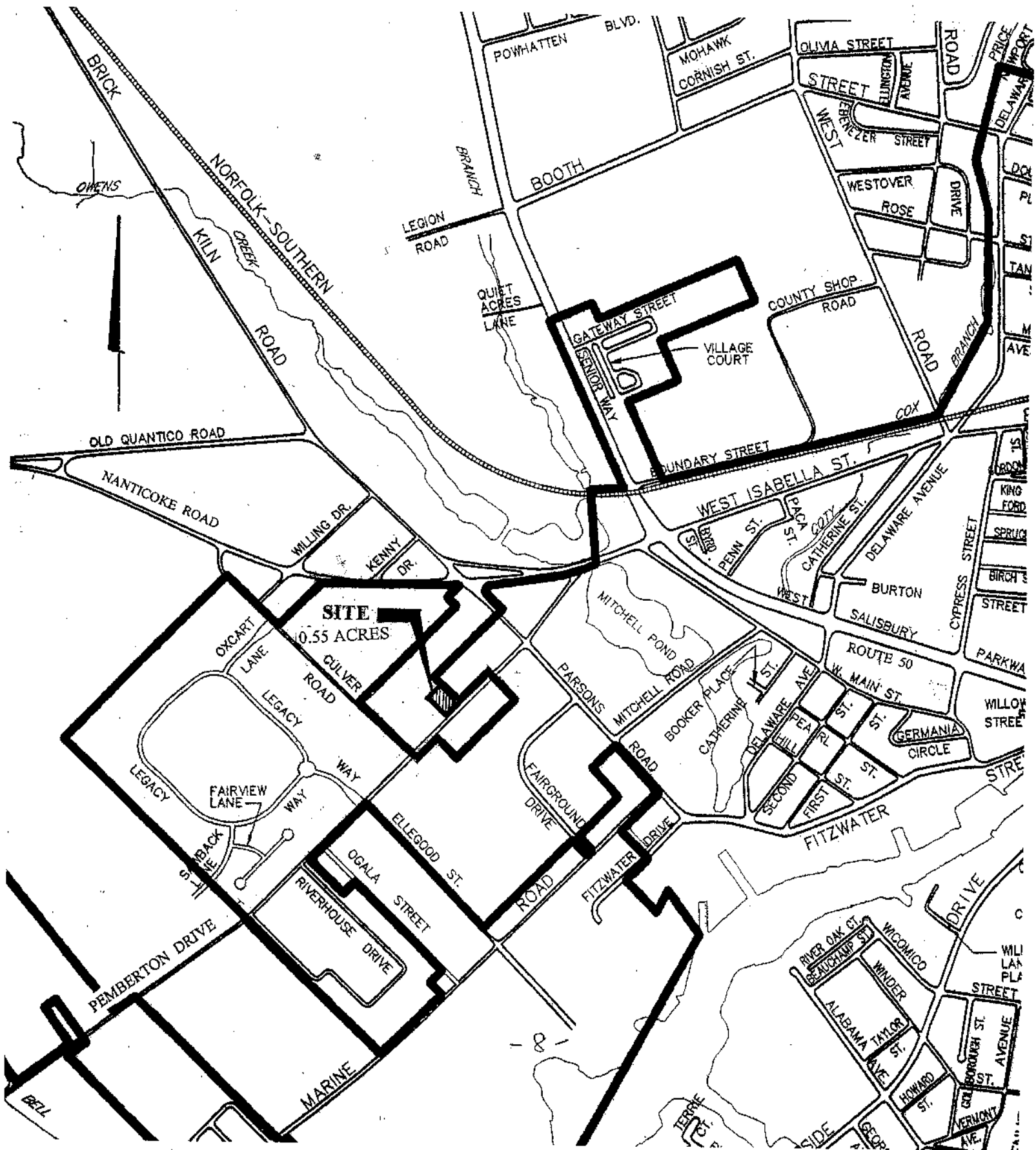
3. EXTENSION OF MUNICIPAL SERVICES

Public water and sewer mains lie in Pemberton Drive adjacent to the property within the annexation area. No water or sewer main extension will be necessary to serve this development.

Storm water will be managed onsite and discharge into the existing City storm drain facility located in Pemberton Drive.

All City services can be available.

# PEMBERTON DRIVE - SCHNEIDER PROPERTY ANNEXATION





# City of Salisbury



GOVERNMENT OFFICE BLDG.  
125 N. DIVISION STREET  
SALISBURY, MARYLAND 21801-4940  
Tel.: (410) 548-3170  
Fax: (410) 548-3107

JOHN F. JACOBS III, P.E.  
DIRECTOR  
NEWELL W. MESSICK III, P.E.  
DEPUTY DIRECTOR

MARYLAND  
DEPARTMENT OF PUBLIC WORKS

## CERTIFICATION PEMBERTON DRIVE – SCHNEIDER PROPERTY ANNEXATION

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

*W. Clay Hall*  
W. Clay Hall  
Surveyor

Date: 4/13/05

Certif..ann

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

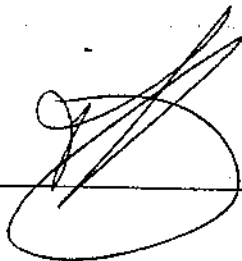
To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 365, lots 16, 17, 18

Map # 37

SIGNATURE(S)

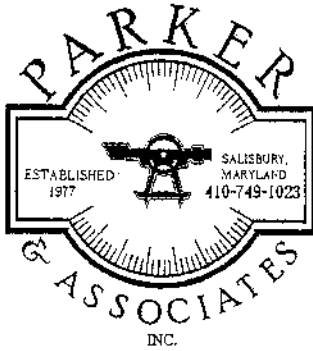


9/24/04  
Date

Date

Date

Date



528 RIVERSIDE DRIVE  
SALISBURY, MD 21801  
PHONE: 410-749-1023  
FAX: 410-749-1012  
WWW.PARKERANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

City of Salisbury  
Government Office Building  
125 North Division Street  
Salisbury, MD 21803-4118

October 17, 2004

**Attention:** Mayor Tiighman and the Salisbury City Council

**Subject:** Petition of Annexation for properties owned by Tug Boat Ferry (Pemberton Appliance Company), Pemberton Drive, Wicomico County, MD

Dear Sirs and Madams:

On behalf of my client, Michael Schneider, I am respectfully requesting the annexation of properties owned by him located on Pemberton Drive, and containing approximately .57 acres of land. Said properties are part of Parcel 365, as shown on Tax Map 37, being Lots 16,17, and part of Lot 18. The properties are also shown on plat entitled "Prettyman and Messick", dated Sept. 2, 1946. This site is bounded on the East by the corporate limits of Salisbury and an existing Commercial Development. This property, and the surrounding parcels located in the county, are currently zoned C-1, Select Commercial. The adjacent City parcel is Zoned Neighborhood Business.

In an effort to integrate this project with the existing character of the area, the requested zoning for this property is Neighborhood business. However, we also respectfully request that the setbacks be amended as shown. Please note that the front setback in the Neighborhood Business Zoning is 50'. Lot 16 is only 75' wide, and a 50' setback would prevent almost any type of development on this lot if it were enforced.

Mr. Schneider plans to join lots 16 and 18 and develop this site as a commercial building with apartments above the principal building as shown on the attached concept sketch. The exact nature of the use of this commercial building is undetermined at this time. However, once the annexation is underway, marketing will commence in earnest, and a better indication as to the use will be clear as time progresses. All development will, of course, be subject to P&Z and Public Works approvals.

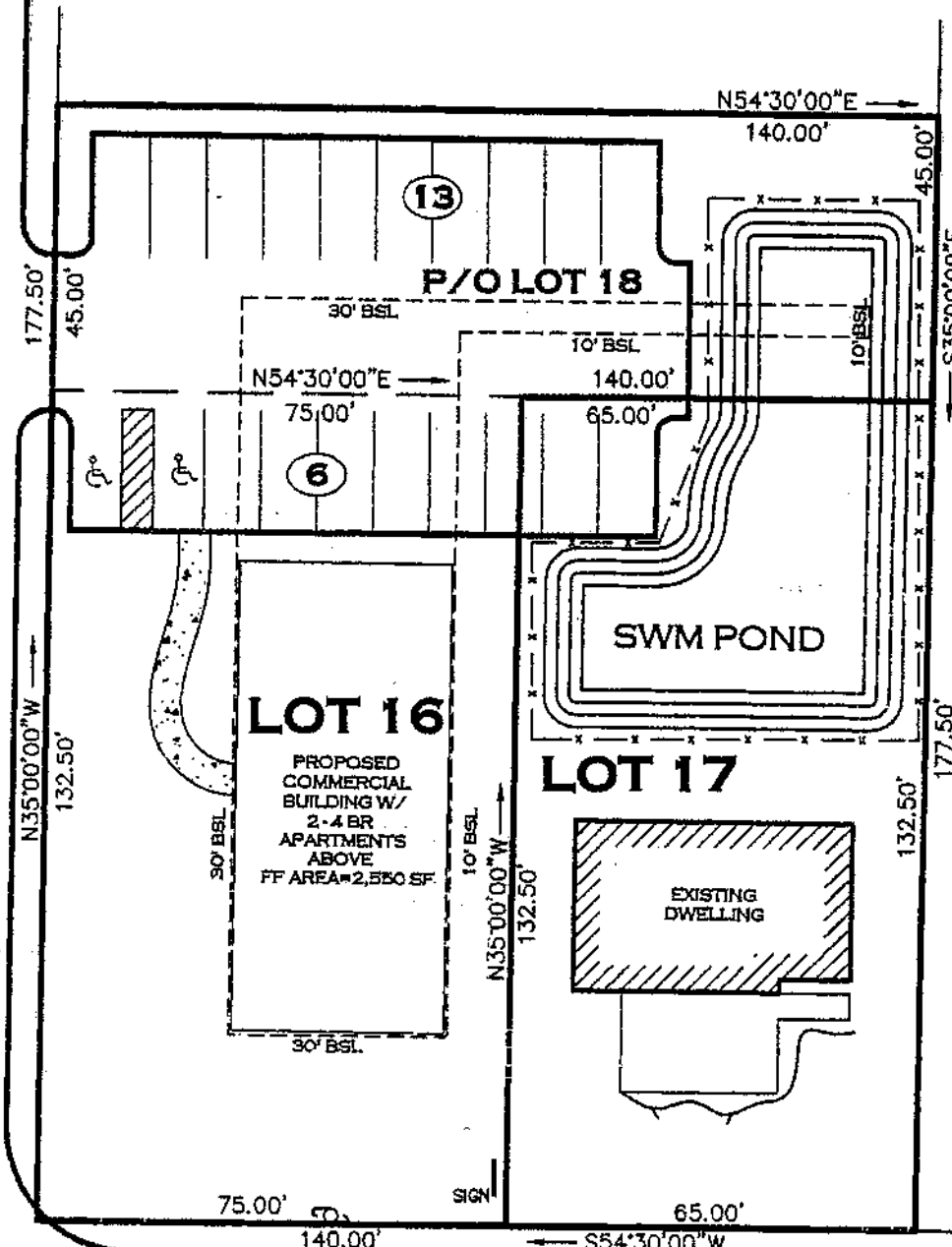
Construction would begin as soon as the annexation and site plans have been completed and approved. The project would be served by extending City utilities from Pemberton Drive. Access will be either directly from Pemberton Dive or off of Messick Ave. as shown.

If you should have any questions or need any further information, please do not hesitate to contact me.

Sincerely yours,

Phillip R. Parker, Sr., President  
Professional Land Surveyor

**MESSICK AVENUE**  
35' R/W



MILFORD STR  
MAP 37,  
DEED RE

**PEMBERTON DRIVE**  
(FORMERLY ANDERSON ROAD)  
40' RIGHT OF WAY

WATER METER

**SKETCH PLAN**

TUGBOAT FERRY, LLC  
1227 PEMBERTON DRIVE  
SALISBURY, MARYLAND  
SCALE 1"=30'

SURVEYING FORESTRY

**PARKER**

ESTABLISHED 1877

MEMBER MARYLAND 40-740-1025

**ASSOCIATES**

CIVIL ENGINEERING INC. SITE PLANNING

- 12 -

## LIBER 208 FOLIO 756

THIS DEED, Made this 13<sup>th</sup> day of June, 2003,  
by JAMES P. LOFGREN and ROSEMARY LOFGREN, his wife, Grantors,  
WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto TUGBOAT FERRY, L.L.C., Grantee, its successors and assigns, forever in fee simple, the following described property:

ALL those two lots or parcels of land situate and lying near the Southwesterly corporate limits of the City of Salisbury, in Salisbury Election District of Wicomico County and State of Maryland, on the Northwesterly side of and binding upon Pemberton Drive and on the Northeasterly side of and binding upon Messick Avenue, and more particularly described as follows:

**ITEM FIRST:** BEGINNING at a cement post on the Northwesterly side of said Pemberton Drive at the intersection thereof with the Northerly side of Messick Avenue, as shown on plat hereinafter referred to; (1) thence running by and with the Northerly side of Messick Avenue North 35 degrees West for a distance of 132.5 feet to Lot No. 18 on said plat; (2) thence running by and with the Southwesterly side of said Lot No. 18, North 54 degrees East for a distance of 75 feet to Lot No. 17 on said plat; (3) thence by and with the Southwest side of said Lot No. 17 South 35 degrees East, 132.5 feet to the Northwesterly side of said Pemberton Drive; (4) thence running by and with same South 54 degrees 30 minutes West for a distance of 75 feet to the beginning, being shown and designated as Lot No. 16 on plat entitled "Prettyman & Messick", made by Roy E. Moore, Surveyor, dated September 2, 1946, and recorded among the Land Records of Wicomico County, Maryland in Liber J.W.T.S. No. 288, Folio 49.

**ITEM SECOND:** BEGINNING for the outlines of the same at a point on the Northeasterly side of said Messick Avenue at a distance of 132.5 feet on a course North 35 degrees West from the intersection of said Messick Avenue with the Northwesterly side of Pemberton Drive; (1) thence running North 54 degrees 30 minutes East a distance of 140 feet to the land now or formerly owned by George Gray; (2) thence running by and with the same North 35 degrees West for a distance of 45 feet; (3) thence running South 54 degrees 30 minutes West for a distance of 140 feet to the Northeasterly side of said Messick Avenue; (4) thence running by and with the same South 35 degrees East for a distance of 45 feet to the point of beginning, and being more fully shown and designated as the Southerly 45 feet of Lot No. 18 on plat hereinbefore referred to.

AND BEING the same land conveyed unto James P. Lofgren and Rosemary Lofgren, his wife from James P. Lofgren by Deed dated January 20, 1995, and recorded among the Land Records of Wicomico County, Maryland in Liber No. 1427, Folio 296.

REFERENCE to the aforesaid plat, deed and the preceding plats and deeds of the property hereby conveyed, and to the references therein contained, is hereby made a part hereof as if

LIBER 2031 FOLIO 33

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

*[Signature]*  
Albert K. Broughton, Jr., Esq.

This conveyance is exempt from recordation and transfer tax pursuant to the Annotated Code of Maryland, Tax Property Article Section 12-108(y).

NO TITLE EXAMINATION MADE OR REQUESTED.

RECEIVED FOR TRANSFER

State Department of  
Assessments & Taxation  
for Wicomico County

By BE Date 3-4-2003

AGRICULTURAL TRANSFER TAX

\$ NA  
By BE Date 3-4-2003

APPROVAL OF  
CITY ENGINEER  
CITY OF SALISBURY  
NON-APPLICABLE

I hereby certify that Personal Property, Real Estate Taxes prior to Fiscal Year 2002, and all municipal obligations are paid on the property covered by this deed in accordance with the Annotated Code of Maryland.  
John Cewley  
Finance Director, Salisbury MD

Water Dept. Acct. 21421-41278  
Date 3/4/03 Per JK  
J. Cewley, Finance Director, Salisbury MD

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND  
PATRICIA B. PETERSEN  
DIRECTOR OF FINANCE  
WICOMICO COUNTY, MARYLAND

RECORDING FEE 29.00  
TOTAL 29.00  
Rec'd MDCR Rpt # 1267  
NSR 2003 DIA # 419  
Mar 05 2003 06:45 am

Received for Record MAR 5 2003 and  
recorded in the Land Records of Wicomico  
County, Maryland in Liber M.S.B.  
No. 2031 Folio 37-33  
*Abd. S. Brown* Clerk

fully herein set forth.

TOGETHER WITH any and all the improvements thereon and all the rights, ways, privileges and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above granted property unto the said TUGBOAT FERRY, L.L.C., its successors and assigns, forever in fee simple; SUBJECT, NEVERTHELESS, to the following: (1) all existing Mortgages, Deeds of Trusts and other existing indebtedness; (2) any and all outstanding leases; and (3) any and all other liens, claims, encumbrances or other limitations of record. The Grantee, Tugboat Ferry, L.L.C., by execution of this Deed, does hereby expressly assume any and all liabilities on the hereinafter described properties, and agrees to pay the same in accordance with the terms and conditions thereof.

AND the said MICHAEL W. SCHNEIDER, does hereby covenant that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances of same as may be requisite.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

*[Handwritten signature]*

*[Handwritten signature]*  
MICHAEL W. SCHNEIDER (SEAL)

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of February 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael W. Schneider and he acknowledged the foregoing Deed to be his act and deed; and at the same time the said Michael W. Schneider, certified under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is in the total sum of \$ .00.

AS WITNESS my hand and Notarial Seal.

*[Handwritten signature]*  
NOTARY PUBLIC

My Commission Expires:

File No. 4535



PAULA WHALEY  
Notary Public, State of Maryland  
County of Wicomico  
My Commission Expires June 3, 2006

LIBER 2031 FOLIO 31

THIS DEED, Made this 28<sup>TH</sup> day of FEBRUARY, 2003,  
by MICHAEL W. SCHNEIDER, Grantor, WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto TUGBOAT FERRY, L.D.C., its successors and assigns, forever in fee simple, the following described property:

ITEM NO. ONE - 1227 PEMBERTON DRIVE.

ALL that lot or parcel of land situate and lying in Salisbury Election District, Wicomico County, State of Maryland on the Northwest side of and binding upon Pemberton Drive, also known as the Anderson Road, having a frontage of sixty-five (65) feet thereon and extending back therefrom in a Northwesterly direction, in a uniform width of sixty-five (65) feet to a depth of one hundred thirty-two and five tenths (132.5) feet, bounded on the Northwest by Lot No. 18 on plat hereinafter referred to; bounded on the Northeast by the land now or formerly of George E. Gray; bounded on the Southwest by Lot No. 16, on the aforesaid plat; the land hereby conveyed being laid down and designated as Lot No. 17 on plat made for Prettyman and Messick, by Roy E. Moore, Surveyor, dated September 2, 1946, and recorded among the Land Records of Wicomico County, aforesaid, in Liber J.W.T.S. No. 288, Folio 49; said land being subject, nevertheless, to an easement for street purposes over, upon and across that portion of the land hereby conveyed ten feet in width extending across the front thereof, along and adjacent to Anderson Road as originally laid out thirty feet in width and as shown on the aforesaid plat; AND BEING the same land conveyed unto Michael W. Schneider from Commercial Investment Partnership, a Maryland General Partnership, by Deed dated December 31, 2002, and recorded among the Land Records of Wicomico County, Maryland in Liber No. 2010, Folio 454.

ITEM NO. TWO - 703 RIVERSIDE DRIVE.

ALL that lot or parcel of land situate near the Southwestern corporate limits of the City of Salisbury in Camden Election District, Wicomico County, State of Maryland on the South side of and binding upon the Riverside Road, formerly known as the "Steamboat Road", and more particularly described as follows: BEGINNING for the same at a stone on the South side of said Riverside Road, thence running by and with said road in a Southwesterly direction to a stone; thence running in Southerly direction along the line of the land formerly owned by Amos W. Woodcock one hundred twelve and one-half feet to a stone; thence running in a straight line to the place of beginning; AND BEING the same land conveyed unto Michael W. Schneider from Donald Lee Williams, by Deed dated April 26, 2002, and recorded among the Land Records of Wicomico County, Maryland, in Liber No. 1922, Folio 651.

REFERENCE to the aforesaid plat, deed and the preceding plats and deeds of the property hereby conveyed, and to the references therein contained, is hereby made a part hereof as if



LIBER 2081 FOLIO 757

fully herein set forth.

TOGETHER WITH any and all the improvements thereon and all the rights, ways, privileges and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above granted property unto the said TUGBOAT FERRY, L.L.C., its successors and assigns, forever in fee simple.

AND the said JAMES P. LOFGREN and ROSEMARY LOFGREN, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of same as may be requisite.

AS WITNESS our hands and seals the day and year first above written.

WITNESS:

[Signatures of witnesses]

JAMES P. LOFGREN  
ROSEMARY LOFGREN

IMP FUND SUR 28.00  
RECORDING FEE 28.00  
RECORDATION (SEAL) 529.00  
TR TAX STATE 575.00  
TOTAL 1,144.00  
Best MIBS 64.00  
Best SEALS 19.00  
Jun 17, 2003 01:51 PM

A. Broughton

STATE OF Maryland Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of June 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James P. & Rosemary Lofgren, his wife, and they acknowledged the foregoing Deed to be their act and deed; and at the same time the said James P. & Rosemary Lofgren, his wife, certified under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is in the total sum of \$115,000.00.

AS WITNESS my hand and Notarial Seal.

Paula Whaley  
NOTARY PUBLIC



PAULA WHALEY  
Notary Public, State of Maryland  
County of Wicomico  
My Commission Expires June 3, 2006

My Commission Expires:

File No. 4686

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

ALBERT K. BROUGHTON, JR.

JUN 17 2003

Received for Record and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B.

No. 2081 Folios 756-757  
Mad. J. Brown Clerk

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND  
PATRICIA B. PETERSEN  
DIRECTOR OF FINANCE  
WICOMICO COUNTY, MARYLAND

6/17/2003 76

RECEIVED FOR TRANSFER

State Department of Assessments & Taxation

AGRICULTURAL TRANSFER TAX

By [Signature] for Wicomico County 6/17/2003

By [Signature] 6/17/2003 Date