



**ANNEXATION PLAN**  
**“881 Wilson Road” Annexation**  
**September 2022**

**Annexation Summary**

The Town of Rising Sun has entered into an annexation agreement (Exhibit - A) and introduced an annexation resolution (Exhibit - B) for the purposes of annexing a parcel of land (“Property”) situated in the Ninth Election District of Cecil County, Maryland, described in a Deed recorded among the Land Records of Cecil County in Deed Book 00222, Page 00216, having the physical address of 881 Wilson Road, Rising Sun, Maryland 21911; which is owned by the SOUTHERN STATES COOPERATIVE, INCORPORATED, a Commonwealth of Virginia corporation, hereinafter referred to as “Owner”. The Owner is subject to a Maryland Department of the Environment (“MDE”) Complaint and Administrative Consent Order dated October 13, 2009 (“Order”); and the Order requires, among other conditions, for the owner to develop a Remedial Action Plan that delivers a clean water source to sixteen (16) properties, located in Cecil County, Maryland, along Wilson and Telegraph Roads. The Owner wishes to comply with the Order whereby extending public water (“Public Utility Extension” “PUE”) along Maryland State Highway Route 273 Telegraph Road to the subject area to provide potable water to the Effected Properties. The area impacted by the Order is located beyond the Susquehanna River Basin Commissions Watershed and as such out-of- basin discharges of water must be approved by the SRBC. The Town of Rising Sun has agreed to provide this PUE consisting of water and sewer utilities.

**Annexation Acreage:**

8.587 +/- acres, to include portions of State Highway Right of way running along Maryland Route 273 Telegraph Road.

**Location:**

The area to be annexed is contiguous to the eastern boundary line of the corporate limits of the Town of Rising Sun, as shown in Exhibit C (Attached) titled *Town of Rising Sun’s – 2019 Comprehensive Plan – Map 2 Annexation Plan*, more specifically contiguous with the annexed utility easement, located on land of Albeck Farms Inc (see Deed Book 185 Page 576) located at 810 Telegraph Road, Rising Sun, Maryland.

**Ownership:** The area to be annexed consists of one parcel of land owned by the SOUTHERN STATES COOPERATIVE, INCORPORATED, a Commonwealth of Virginia corporation and portions of State Highway Right of way that runs along Maryland Route 273 Telegraph Road as defined in Right of Way plat #1737 and # 39387. The proposed annexed areas are shown on Exhibit D attached.

**Petition:** This annexation was not initiated by Petition, but rather initiated by the Legislative Body in accordance to §4-402 titled *Initiation of annexation - In General*, of the Local Government Article of the Annotated Code of Maryland. Said consent and Annexation Agreement is attached hereto as Exhibit E. No persons reside in the area to be annexed.

**Land Use Current:** Although the land still contains some outbuildings, the property is essentially vacant and not being used by the owner.

**Land Use Projected:** Remain vacant and unused by the owner

**Zoning; Current:** The property is currently

**Zoning; Proposed:** The above parcel is currently zoned Business General in accordance to the Cecil County Zoning Code

**Zoning Waiver:** The proposed annexed portions of the State Highway Right of Way are road and shoulder right of ways that cannot be developed. The proposed parcel to be annexed will be zoned RB – Rural Business in accordance to the Town of Rising Sun’s Zoning code. There will be no substantial land use initiatives greater than 50% of the permitted uses in the County and therefore, the Town is not requesting any waivers from the Cecil County Council.

**Consistency with the 2019 Town of Rising Sun’s Comprehensive Plan** The area proposed to be annexed is located within the designated Town of Rising Sun Community Growth Area as shown in Exhibit C titled *Town of Rising Sun’s – 2019 Comprehensive Plan – Map 2 Annexation Plan* and is consistent with the goals of the existing 2019 comprehensive plan. The area is further reflected in the plan’s Water, and Sewer Service area as depicted in Attachment E titled *Town of Rising Sun’s – 2019 Comprehensive Plan – Map 4 Future Water Service Plan*, and Attachment F titled *Town of Rising Sun’s – 2019 Comprehensive Plan – Map 5 Future Sewer Service Plan*.

**Public Facilities** **Water:** The Town’s existing water system will extended to the above proposed annexed property, at the expense of the property owner, for the purposes of connecting EDU’s, subject to change depending on the final

EDU needed for the future businesses. The extension of services is reflected in the County's 2019 Master Sewer and Water plan as a W-2 (0-2 years) service district. This extension will bring a minimum 8" water distribution line to the property.

**Sewer:** The Town's existing sewerage system will be extended to the above proposed annexed property, at the Town's expense and for the purposes of bringing the Sewer effluent back into the Susquehanna River Basin Commission's Watershed as covered by Federal Regulations. The extension of services is reflected in the Town of Rising Sun's 2019 Comprehensive Plan as an S-2 (0-2 years) service district. This proposed service area is located in an area that is recognized as out of the Susquehanna River Basin Commission's watershed (SRBC) and as such would be considered an Out-of-Basin service that would trigger additional cost to be paid by the residents on a monthly basis to the SRBC, by way of the Town's monthly water bill. In order to reduce long term cost for the property owners receiving this water service, a Town operated Grinder pumps - shared force main system, or equivalent sewer conveyance system, bringing the sewage back to the Town's existing treatment system, would be installed by the Town. This sewer line extension will allow the consumption of water to flow back to the Town by way of the sewer line, thus bringing the consumption back into the SRBC's basin, and avoiding any additional cost to the residents.

**Streets:** This property is served by Telegraph Road, Maryland Route 273. Further development of this parcel will be subject to the Town's Adequate Public Facilities Test.

**Fire and EMS Protection:** This parcel is currently in the Community Fire Company of Rising Sun's service area. Further development of this parcel will be subject to the Town's Adequate Public Facilities Test.

**Police Protection:** The parcel will be located within the incorporated limits of Rising Sun and as such will be patrolled by the Rising Sun Police Department. The Town anticipates a minimal increase in police service matters.

**Solid Waste Collection:** The Town of Rising Sun provides residential solid waste and recyclables collection for the Town of Rising Sun, but does not provide such services for commercial properties, thus solid waste for the commercial property will remain as it currently exists – the responsibility of the property owner.

**Schools:** As the parcel is to be zoned Rural Business, there will be no impact to the existing school system.

**General:** In general, the parcel contained in this annexation proposal will have minimal impact to Town services due to the proposed zoning and use.

**Financial Impact on  
Extension of Public  
Facilities**

The Owner is paying for the construction of the Water Line. The Town of Rising Sun is paying for the Sewer Conveyance System. There are no changes to road ownership, no increase in residential occupancy and the property already falls within the Fire District of the Community Fire Company of Rising Sun. For the reasons described above there are no financial impacts there is no impact on Streets, Fire & EMS Protection, Police Protection, Solid Waste Management Collection or Schools.

**Environmental Impact:**

The annexed areas have already gone through the Maryland Department of Planning's clearing house review. The Maryland Department of Natural Resources; Maryland Department of Planning and the Maryland Historical Trust found this project to be consistent with their plans, programs, and objectives. The proposed project will bring clean drinking water to 16 properties negatively impacted as detailed in the Maryland Department of the Environment's Complaint and Administrative Consent Order

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this 13th day of September 2022, by and between **THE TOWN OF RISING SUN**, Cecil County, Maryland, hereinafter referred to as “Town”, and **SOUTHERN STATES COOPERATIVE, INCORPORATED**, a Commonwealth of Virginia corporation, hereinafter referred to as “Owner”.

**WHEREAS**, the Owner is the fee simple owner of a parcel of land situated in the Ninth Election District of Cecil County, Maryland, described in a Deed recorded among the Land Records of Cecil County in Deed Book 00222, Page 00216, having the physical address of 881 Wilson Road, Rising Sun, Maryland 21911, of which is the subject to this Agreement and hereby known as the “**Property**”, and which adjoins the existing boundaries of the Town of Rising Sun; and

**WHEREAS**, the Town owns and operates a public water and sewer system for the supply and distribution of water; and

**WHEREAS**, the Owner is subject to that certain Maryland Department of the Environment (“MDE”) Complaint and Administrative Consent Order dated October 13, 2009 (“Order”); and

**WHEREAS**, in relevant part, the Order requires, among other conditions, for the owner to develop a Remedial Action Plan that delivers a clean water source to sixteen (16) properties, a list is attached as Exhibit A (the “Effectuated Properties”) (the owners of the Effectuated Properties being known as “Effectuated Property Owners”) located in Cecil County, Maryland, along Wilson and Telegraph Roads, which area is generally depicted on attached Exhibit B (the “Subject Area”); and

**WHEREAS**, the Owner wishes to comply with the Order whereby extending public water along Maryland State Highway Route 273 Telegraph Road to the Subject Area (“Public Utility Extension” “PUE”) to provide potable water to the Effectuated Properties is a potential viable solution, and

**WHEREAS**, in order for the Town to affect the PUE, the Property must first be annexed into the corporate limits of the Town of Rising by an Annexation Resolution in accordance with State Law and Annexation Agreements executed by the owners of the Property. Any properties

that fail to annex into the Town of Rising Sun shall not be eligible for connection to the Rising Sun Utilities; and

**WHEREAS**, the annexation of the Property shall include certain utility easements to be included on the Property and as depicted in Exhibit C (“881 Property and Utility Easements”), subject to the final approval of the Owner; and

**WHEREAS**, Owner has consented to the filing of a Resolution to be introduced by the legislative body of the Town to propose the annexation of the Property into the corporate boundaries of the Town of Rising Sun pursuant to Subtitle 4 of the Local Government Article of the Maryland Annotated Code; and

**WHEREAS**, Owner is at least 25% of the qualified voters that reside on the Property.

**NOW THEREFORE**, in consideration of the mutual obligations, benefits and promises herein contained the sufficiency of which is acknowledged by the parties hereto, the Town and Owner hereby agree as follows:

1. **DEFINITIONS** - The terms described below shall mean the following when used in this Annexation Agreement:

A. Final Approval – That stage in the annexation following the adoption of an Annexation Resolution by the Mayor and Board of Commissioners of the Town of Rising Sun thirty (30) days after either; (1) the Resolution has been upheld by referendum; or (2) the time for filing a valid Petition For Referendum has passed without such filing having occurred, as these items are defined in Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

B. Annexation Petition - The proposal submitted in compliance with the requirements of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland.

C. Project – The extension of the PUE and all related appurtenances and facilities across portions of the Property.

D. Property – The tract of land generally outlined and identified on the attached hereto as Exhibit C and currently owned by Owner and described in a Deed recorded among the Land Records of Cecil County in Deed Book 00222, Page 00216.

E. Water Utility Improvements Cost Share Agreement – The Agreement between the Owners and the Town outlining the details of the PUE service to the Property.

F. Resolution – A Resolution to be introduced by the Mayor and Board of Commissioners of the Town of Rising Sun proposing the annexation of the Property subject to this Agreement into The Town of Rising Sun consistent with the provisions hereof.

**2. CONTINGENT UPON ANNEXATION** – This Annexation Agreement is expressly contingent on the execution of the Water Utility Improvements Cost Share Agreement and enactment of the Resolution and the approval thereof if petitioned to referendum (collectively “Final Approvals”). If for any reason Final Approvals are not obtained, this Annexation Agreement shall become void ab initio and shall be of no force and effect. This Annexation Agreement is intended to be recorded among the Land Records of Cecil County at Town’s expense.

**3. LEGISLATION/REFERENDUM** - The execution of this Annexation Agreement does not imply or guarantee legislative or voter approval or passage of the Resolution. This Annexation Agreement is made to provide for the event that Final Approvals occurs, however, it shall in no way inhibit or affect the ability of the Town or its officials from properly performing their legislative function, including but not limited to, outright denial of the Resolution; nor shall it supersede, diminish or affect the ordinary exercise of the Town’s zoning or reasoning authority subsequent to adoption of the Resolution.

**4. ANNEXATION INITIATIVE**

A. Owner hereby agrees to submit to the Town an Annexation Petition pursuant to the requirements of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland. Said Petition will be prepared by the Town at its sole cost and expense.

B. Town, shall provide a boundary survey and an annexation plat by a licensed property land surveyor as required by law to accompany the Annexation Petition. If any change in existing zoning is desired, this survey shall include a delineation of the zoning lines and a computation of the area involved.

C. Town shall, upon receipt of an acceptable Annexation Petition from the Owner, introduce an Annexation Resolution for the proposed boundary change.

D. Owner hereby consents, as described in Subtitle 4 of the Local Government Article of the Annotated Code of Maryland, to the introduction of the Resolution by the Town to include the Property subject to this Annexation Agreement within the corporate boundaries of the Town. Owner further consents to the adoption of the Resolution and not to indicate or instigate any referendum or opposition in connection therewith. This consent shall be binding upon the successors and/or assigns of the Owner.

**5. ZONING AND PLANNING LAWS** - Nothing contained herein shall exempt or relieve Owner from any zoning laws, adequate public facilities laws, concurrency management laws, or other laws or regulations otherwise applicable to Property subject to this Annexation Agreement, as may change from time to time. The Town shall request Property subject to this Annexation Agreement, be zoned substantially similar to the existing County zoning designation for the entire property and will take the necessary steps in conjunction with the Owner to obtain the necessary approvals for such designation under law.

**6. PUBLIC FACILITIES** – Except for the requirements provided under the Water Utility Improvements Cost Share Agreement and PUE requirements, the Owner shall not bring any action against Town, or injunction, damages or otherwise for the failure to deliver adequate facilities to the Property, beyond what is needed for the Property under its current use and as otherwise required by applicable law, with it being understood that the Town has limited resources and its priorities for existing residents may preclude it from fulfilling owner’s future development needs, if any, for the Property.

**7. COST SHARE OF PUE** -The extension of the PUE shall be in accordance to the Water Utility Improvements Cost Share Agreement, which will be negotiated and finalized between the parties hereafter.

8. **EASEMENTS** - The Owner, subject to Owner's final approval and consent, shall provide to the Town all necessary easements for any PUE's on or about the property contemplated in this agreement and as detailed in Exhibit C.

9. **COSTS**

A. The Town shall be responsible to procure and pay for all surveying and platting costs associated with the Petition and Resolution.

B. The Town shall be responsible for any advertising costs pertaining to the Resolution.

C. The Town shall be responsible for all engineering cost associated with updating any Town mapping to include the Town's Zoning Map

D. The Town shall be responsible for legal fees of the Town for preparation and negotiation of this Annexation Agreement and the Resolution; and for legal counsel associated with the legislative review, approval and legislative reporting of the Resolution.

E. The Owner shall be responsible for its own legal fees.

10. **BENEFIT ASSESSMENT FEES** – Benefit Assessment Fees (BAF's) are involuntary charges that property owners pay for a public improvement or service that provides a special benefit to their property. In leu of paying BAF's the Owner, subject to its final approval of the Water Utility Improvements Cost Share Agreement, will be paying for the construction of the water lines as part of the PUE and will not be charged BAF's as provided for in the Town's Fee Schedule.

11. **REAL ESTATE TAXES AND DEBT SERVICE CHARGE**. - The Town hereby waives the right to collect Town of Rising Sun real estate taxes and debt service charges on the Property subject to this Annexation Agreement until such future time that the Water Utility Improvement Cost Share Agreement is executed and confirmed; and the public utility services are connected and operational. This waiver shall also include the Town's debt service tax, which is a flat tax charged upon all Town properties and is used to cover any Town financing and debt service for Town buildings, equipment, vehicles or upgrades to streets or sidewalks.

**12. BINDING AGREEMENT** – This Annexation Agreement shall run with the Property and shall be binding upon Owner, their personal representatives, heirs, successors, assigns, and the Town, its successors and/or assigns.

**13. COMPREHENSIVE AGREEMENT** – This Annexation Agreement reflects an understanding between the parties hereto concerning only certain general issues relating to the Property. Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. However, it is intended and expected that additional details will be addressed from time to time as part of the ordinary development review process.

**14. AMENDMENT** – This Annexation Agreement may be amended only with the approval of the Mayor and Board of Commissioners of the Town of Rising Sun and the consent of the Owner. Any amendment shall be in a written instrument recorded among the Land Records of Cecil County.

**15. ENFORCEABILITY** – This Annexation Agreement shall be specifically enforceable by any party hereto, their respective personal representatives, heirs, successors and assigns as the case may be. The parties' consent to jurisdiction in the Circuit Court for Cecil County in the event of an irreconcilable dispute and further consent to the entry of injunctive relief by said Court to resolve any such difference. In any such suit the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount deemed appropriate by the Court under the circumstances.

[AUTHORIZED SIGNATURES TO FOLLOW]

TOWN OF RISING SUN, MARYLAND

By: *Travis Marion*  
Travis Marion, Mayor

Date: September 13, 2022

ATTEST:

*Judy C Melton*  
Judy C Melton  
Town Clerk

STATE OF MARYLAND,

CECIL COUNTY: to wit:

I HEREBY CERTIFY that on this 13th day of September 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Travis Marion, Mayor of The Town of Rising Sun, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and, in my presence, signed and sealed the same on behalf of the Town of Rising Sun, and for the purposes therein contained.

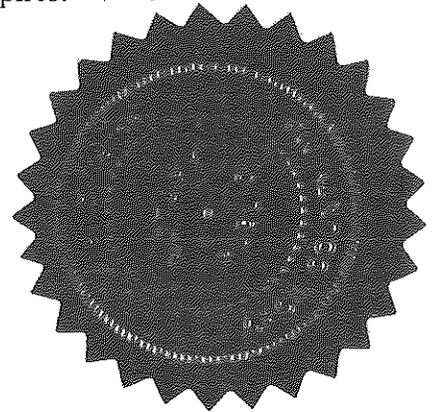
AS WITNESS, my hand and notarial seal.

*Judy C Melton*  
Notary Public

My Commission Expires: 2/25/25

APPROVED AS TO  
LEGAL SUFFICIENCY:

BY: *Jack A. Gullo, Jr.*  
Jack A. Gullo, Jr., - Town Attorney



IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

SOUTHERN STATES COOPERATIVE, INCORPORATED

By: *Tracy Amburgey*  
Tracy Amburgey, Vice President

Date: September 13, 2022

COMMONWEALTH OF VIRGINIA

CITY/TOWN OF *Henrico*, to-wit:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of September 2022, before me, the subscriber, a Notary Public of the State and County/City aforesaid, personally appeared

Tracy Amburgey, who is the Vice President of the Southern States Cooperative Incorporated, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and, in my presence, signed and sealed the same on behalf of the Southern States Cooperative Incorporated, and for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

*Dianne Marie Clay*  
Notary Public

My Commission Expires: 10/31/2025



[TOWN AUTHORIZED SIGNATURES TO FOLLOW]

**EXHIBIT A**

“Effected Properties”

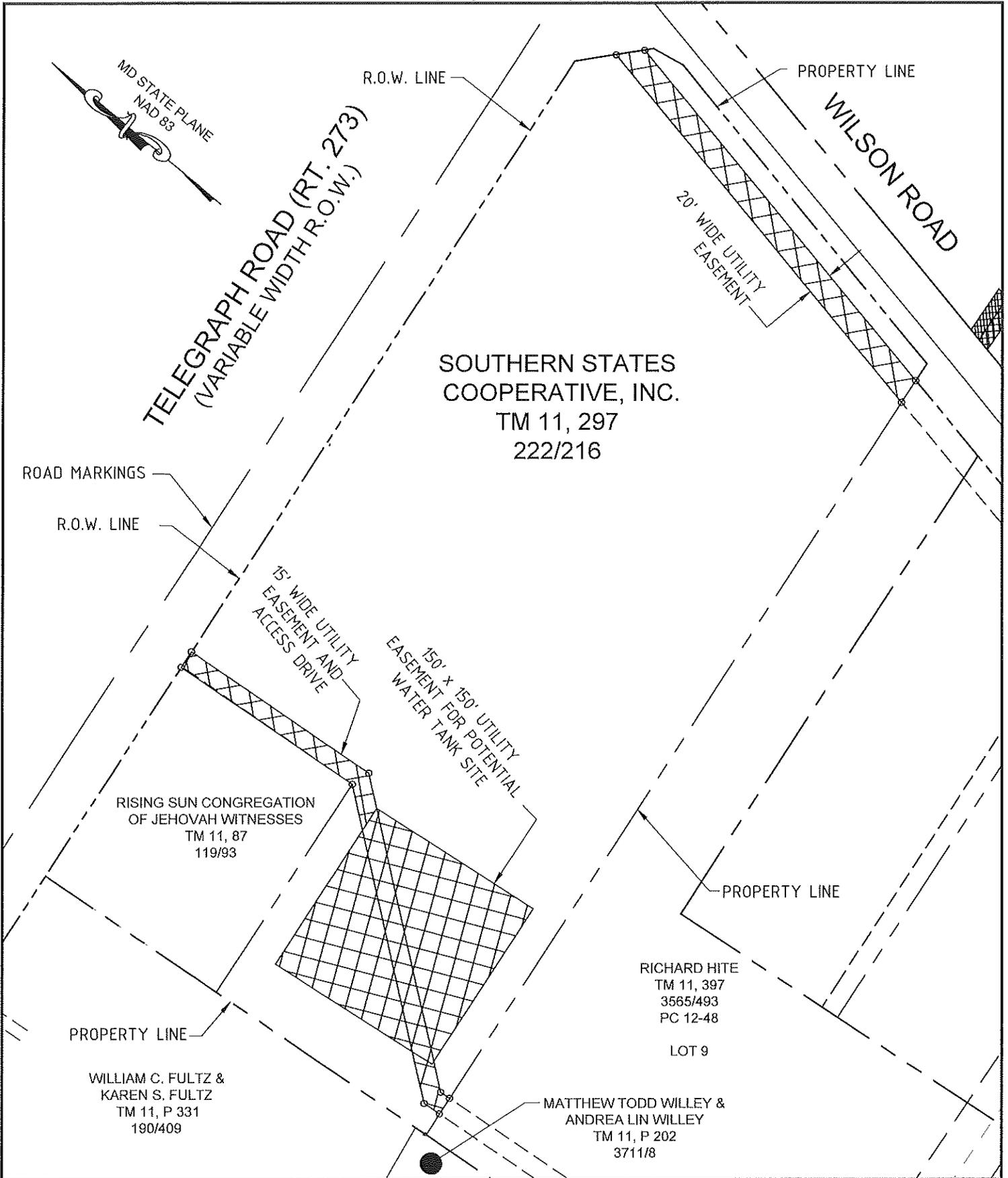
	<b>Address</b>	<b>Owner</b>
1	881 Wilson Road	SOUTHERN STATES COOPERATIVE INC
2	871 Wilson Road	HITE RICHARD HITE HOLLY
3	863 Wilson Road	SOUTHERN STATES COOPERATIVE INC
4	853 Wilson Road	BROWN DAVID W & MORRISON CAROL A
5	843 Wilson Road	SOUTHERN STATES COOPERATIVE INC
6	833 Wilson Road	SOUTHERN STATES COOPERATIVE INC
7	823 Wilson Road	SOUTHERN STATES COOPERATIVE INC
8	811 Wilson Road	SOUTHERN STATES COOPERATIVE INC
9	803 Wilson Road	SOUTHERN STATES COOPERATIVE INC
10	797 Wilson Road	BUTLER JAIME L & JASON E
11	789 Wilson Road	SOUTHERN STATES COOPERATIVE INC
12	779 Wilson Road	FROCK FREDERICK A II & JOANNE
13	1112 Telegraph Road	WILLEY MATTHEW TODD WILLEY ANDREA LIN
14	1116 Telegraph Road	HAAVISTOLA LAURIE & PAULA
15	773 Wilson Road	ALBECK FARMS INC
16	25 Summers Lane	ALBECK FARMS INC
	24 Summers Lane	ALBECK FARMS INC

**EXHIBIT B**

“Subject Area”



EXHIBIT C - 881 Property and Utility Easements



 <p><b>KCI TECHNOLOGIES, INC.</b> ENGINEERS - PLANNERS - SURVEYORS 1352 MARROWS ROAD - SUITE 100 - NEWARK, DELAWARE 19711 PHONE: (302) 731-9176 FAX: (302) 731-7807 Website: www.kci.com</p>	<p>PROPERTY &amp; EASEMENTS 881 TELEGRAPH ROAD 9 TH ELECTION DISTRICT CECIL COUNTY, MARYLAND</p>		<p>DATE: 9/13/2022</p>	<p>SCALE: 1"=100'</p>
	<p>Drafting: AMW</p>		<p>Check: AMW</p>	
	<p>KCI JOB# 13043287.273</p>			<p>10F1</p>

**TOWN OF RISING SUN  
ANNEXATION RESOLUTION 2022-18A**

**Annexation – 881 Wilson Road, Rising Sun Maryland**

**WHEREAS**, the Town, located in Cecil County, Maryland is a municipality organized under the provisions of the Maryland Constitution and governed under the provisions of the Local Government Article of the Annotated Code of Maryland; and

**WHEREAS**, the Town is proclaimed as a perpetual entity with the right to pass laws; and

**WHEREAS**, the Town has entered into an annexation agreement with the **SOUTHERN STATES COOPERATIVE, INCORPORATED**, a Commonwealth of Virginia corporation, hereinafter referred to as “Owner”; and

**WHEREAS**, the Owner is the fee simple owner of a parcel of land (“Property”) situated in the Ninth Election District of Cecil County, Maryland, described in a Deed recorded among the Land Records of Cecil County in Deed Book 00222, Page 00216, having the physical address of 881 Wilson Road, Rising Sun, Maryland 21911; and

**WHEREAS**, the Owner is subject to that certain Maryland Department of the Environment (“MDE”) Complaint and Administrative Consent Order dated October 13, 2009 (“Order”); and

**WHEREAS**, in relevant part, the Order requires, among other conditions, for the owner to develop a Remedial Action Plan that delivers a clean water source to sixteen (16) properties, located in Cecil County, Maryland, along Wilson and Telegraph Roads; and

**WHEREAS**, the Owner wishes to comply with the Order whereby extending public water along Maryland State Highway Route 273 Telegraph Road to the Subject Area (“Public Utility Extension” “PUE”) to provide potable water to the Effected Properties as a potential viable solution, and

**WHEREAS**, the Town of Rising Sun has agreed to provide this PUE, pending the execution of a Water Utility Improvements Cost Share Agreement between the Town and the Owner and the annexation of the Property; and

**WHEREAS**, the owner has consented to the annexation of the property being located at 881 Wilson Road, Rising Sun Maryland 21911 and is currently zoned in the County as BG – Business General and being generally described as 6 acres of land more or less, designated as Parcel 0297 on Tax Map 11, being more particularly described in a

deed recorded in Deed Book 00222, Page 00216, among the land records for Cecil County, Maryland and shall be identified in this document as the “Property”, and

**WHEREAS**, the contiguous portions of the State Highway Right-of-Way for Telegraph Road (Rt. 273) “State Highway Right-of-Way” (see State Highway Right-of-Way plat No. 1737), as shown in Exhibit A, along with the Property described above, shall be annexed into the corporate limits of the Town of Rising Sun for the purposes of delivering a water distribution system and sewer conveyance system to the 16 properties listed in the above Order; and

**WHEREAS**, pursuant to the authority of Section 3 (Home Rule) of Article XI-E (Municipal Corporations) of the Constitution of Maryland and of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland (as amended), and the Code of the Town of Rising Sun, The Mayor and Commissioners of the Town of Rising Sun are vested with the authority to enlarge the corporate boundaries of the Town; and

**WHEREAS**, no persons reside in the area to be annexed and the Owner is the sole property owner of all of the assessed valuation of the real property located in the area to be annexed and has consented to said Annexation in an Annexation Agreement which also outlines the terms and conditions related to this Annexation.

**IT IS THEREFORE, RESOLVED**, by The Mayor and Commissioners of the Town of Rising Sun, that the State Highway Right-of-Way situate contiguous to the Town of Rising Sun, in the Ninth Election District, Cecil County, State of Maryland, to include the Property known as 881 Wilson Road, as shown on the Annexation Plat attached hereto as Exhibit A, prepared for The TOWN OF RISING SUN AND SOUTHERN STATES COOPERATIVE, INCORPORATED, by KCI Technologies Inc, dated September 13<sup>th</sup> 2022. The State Highway Right-of-Way and the Property being more particularly bounded and described as follows:

Beginning at a point at the intersection of the division line between lands N/F of Albeck Farms, Inc. (see Deed Record 185/576) and lands N/F of Sterling and Patricia Wade (see Deed Record 16/109) with the southernmost right of way line of Telegraph Road (Rte. 273) (see State Highway Right-of-Way Plat No. 1737) thence running for new lines of easement through the Telegraph Road right of way the following courses and distances,

N07°09'45"W 17.00' to a point, thence,

S83°05'41"W 23.00' to a point, thence,

N06°54'56"W 12.90' to a point, thence,

N82°50'15"E 1,574.63' to a point, thence

N83°59'00"E 151.82' to a point, thence,

N89°40'49"E 252.39' to a point, thence,

N86°16'16"E 96.72' to a point, thence,

N76°28'46"E 351.26' to a point, thence,

N82°50'15"E 102.86' to a point, thence,

N87°24'41"E 50.16' to a point, thence,

N82°50'15"E 47.60' to a point, thence,

N78°15'49"E 50.16' to a point, thence,

N82°50'15"E 893.92' to a point, thence,

S07°09'45"E 77.85' to a corner of the lands of Southern States, TM 11, Parcel 27, DB 222 P 216, thence binding on the property line of Southern States the following courses and distances,

N48°55'20"W 64.14' to a point, thence,

S82°50'15"W 582.58' to a point at the corner of the Southern States land and the lands of Rising Sun Congregation of Jehovah Witnesses, TM 11, Parcel 87, DB 119, P 93, thence binding on the property line of the Jehovah Witnesses land the following course and distance,

S82°50'15"W 267.42' to a point on the Northern boundary line of the lands of William C. Fultz & Karen S. Fultz, TM 11, P 3311, DB 190, P 331, thence binding on the Southern Right-of-Way line of Telegraph Road (Rt. 273) the following courses and distances,

S78°15'49"W 50.16' to a point, thence,

S82°50'15"W 50.00' to a point, thence,

S87°24'41"W 50.16' to a point, thence,

S82°50'15"W 100.00', to a point, thence,

S76°28'46"W 352.17' to a point, thence,

S86°16'16"W 100.18' to the point, thence,

S89°40'49"W 251.79' to the point, thence,

S83°59'00"W 150.03' to the point, thence,

S82°50'15"W 1,551.38' to a point and place of beginning.

Containing 2.475 Acres of land more or less, to be known as the Annexation Easement Area, with said Annexation Easement area being contiguous with 881 Wilson Road (Property). The Property is further bounded and described as follows:

The said parcel of land (Property) situates on the Southerly side of Maryland Route No. 273, and being more particularly bounded and described per a deed recorded in the land records of Cecil County in Liber 222 Folio 216 and described as Parcel Two and as follows:

Beginning for the same at an iron pipe driven in the ground on the Southerly right-of-way line of Maryland Route No. 273, a public road running from Calvert to Rising Sun, said point of beginning being located on the Easterly boundary line of a parcel of land now of Rising Sun Congregation of Jehova's Witnesses as recorded among the Land Record Books of Cecil County in Liber W.A.S., No. 119, Folio 93, said point of beginning also being located at right angles to and at a distance of 40.00 feet from Station 47+67.42 on the base line of the right-of-way for the aforementioned Maryland Route No. 273 as show on Maryland State Roads Commission plat No. 39387; thence running from said point of beginning by and with the Southernly right-of-way lines of said Maryland Route No. 273 the following three (3) courses and distances: (1) North 82 degrees 50 minutes 39 seconds East 582.58 feet to an iron pipe driven in the ground; South 48 degrees 54 minutes 34 seconds East 64.13 feet to an iron pipe driven in the ground on the Westerly side of Ralph Wilson Road; (3) South 10 degrees 57 minutes 36 seconds East 26.93 feet to an iron pipe riven in the ground on the Westerly side of said Ralph Wilson Road; thence running by and with the Westerly side of said Wilson Road (Parallel to and at a distance of 15 feet from the centerline thereof) South 10 degrees 50 minutes 29 seconds West 311.49 feet to an iron pipe driven in the ground; thence running along a new division line between the herein described parcel of land and other land of Allen C. Summers, et ux., South 82 degrees 50 minutes 39 seconds West 741.62 feet to an iron pipe driven in the ground in a fence line and hedgerow marking the Easterly boundary line of land now or formerly of Bessie T. Maxwell; thence running by and with said Bessie T. Maxwell land and along a hedgerow and fence line North 5 degrees 29 minutes 41 seconds West 211.22 fee to an iron pipe driven in the ground a the Southwesterly corner of the aforementioned parcel of land now of the Rising Sun Congregation of Jehova's Witnesses; thence running by and with said parcel of land now of Jehova's Witnesses the following two (2) courses and distances: (1) North 83 degrees 03 minutes 19 seconds East 200.00 feet to an iron pipe driven in the ground; (2) North 5 degrees 29 minutes 41 seconds West 160.64 feet to the point of beginning; and containing in all 6.00 Acres of land, more or less, according to a survey prepared by C. Robert Webb, Registered Professional Land Surveyor.

Being the same property conveyed to Southern States Rising Sun Cooperative, Incorporate, by Deed from Allen C. Summers and Sara F. Summers, his wife, dated March 6, 1973, filed for record March 6, 1973, in Liber W.A.S., No 307, folio 486,

Clerk's office of the Circuit Court Cecil County, Maryland and later conveyed to the Owner as described above,

**BE ADDED** to the corporate boundaries of the Town of Rising Sun, and any persons residing in said area shall become residents of the Town of Rising Sun, generally subject to the provisions of the Charter, Code of the Town of Rising Sun, Ordinances and other rules and regulations of the Town of Rising Sun, however the Town hereby waives the right to collect Town of Rising Sun real estate taxes and debt service charges on the property subject to this Annexation Agreement until such future time that the Water Utility Improvement Cost Share Agreement is executed and confirmed; and the public utility services are connected and operational.

**AND BE IT FURTHER RESOLVED** that the Zoning Map of the Town of Rising Sun be amended to include this newly annexed property and shall have a Town of Rising Sun zoning of RB – Rural Business, and the use of the land shall continue, and the existing permitted uses of the land affected by this annexation shall remain in effect and that no request for a waiver of zoning from the County is requested.

**AND BE IT FURTHER RESOLVED** that this Resolution shall become effective forty-six days following its passage and approval and shall conform to and be bound to the conditions of the Annexation Agreement and Water Utility Improvement Cost Share Agreement.

**THEREFORE, BE IT FURTHER RESOLVED** that the Mayor and Commissioners of the Town of Rising Sun introduced this resolution on this 13th day of September 2022.

ATTEST:



Judy C. Melton  
Town Clerk

**THEREFORE, BE IT FURTHER RESOLVED** that the Mayor and Commissioners of the Town of Rising Sun passed, approved, and adopted this resolution on this 18<sup>th</sup> day of October 2022.

AYES:

ABSENT:

ABSTAINED:

THE MAYOR AND COMMISSIONERS  
OF THE TOWN OF RISING SUN

ATTEST

\_\_\_\_\_  
BY: Travis Marion  
Mayor

\_\_\_\_\_  
Judy C. Melton  
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2022

BY: \_\_\_\_\_  


Jack A. Gullo, Jr., – Town Attorney

**STATE OF MARYLAND)  
COUNTY OF CECIL) SS:  
TOWN OF RISING SUN)**

**CERTIFICATE**

I, Judy C. Melton, Town Clerk for the Town of Rising Sun, Maryland, do hereby certify that the above and foregoing Resolution is a true, perfect and complete copy of the Resolution adopted by the Mayor and Commissioners of the Town of Rising Sun, Maryland, and is identical to the original thereof appearing in the official records of the Town of Rising Sun, Maryland and the same has not, since its adoption, been rescinded or amended in any respect.

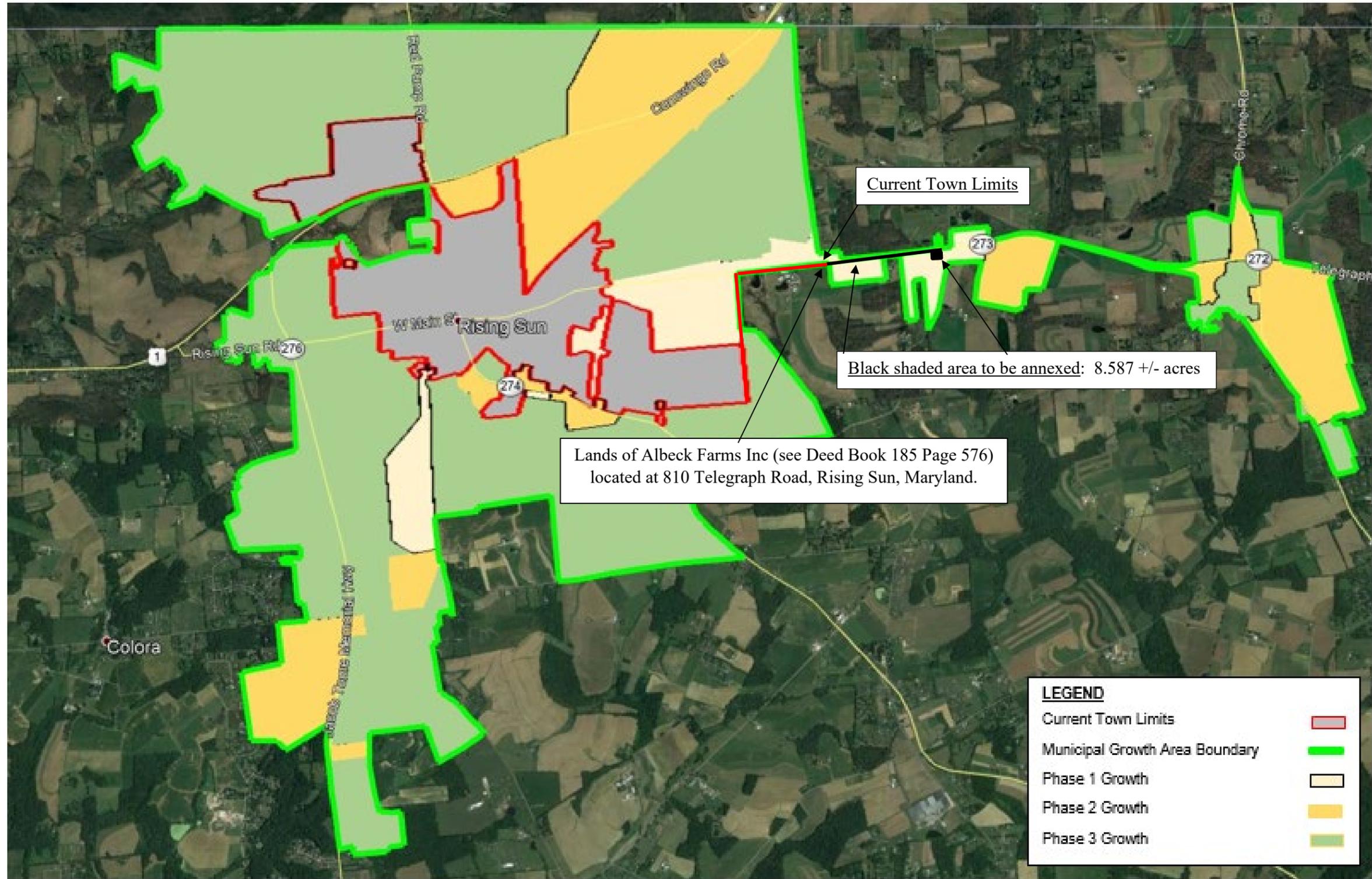
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and have affixed the seal of the Town of Rising Sun as of this 19<sup>th</sup> day of October 2022.

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Judy C. Melton  
Town Clerk

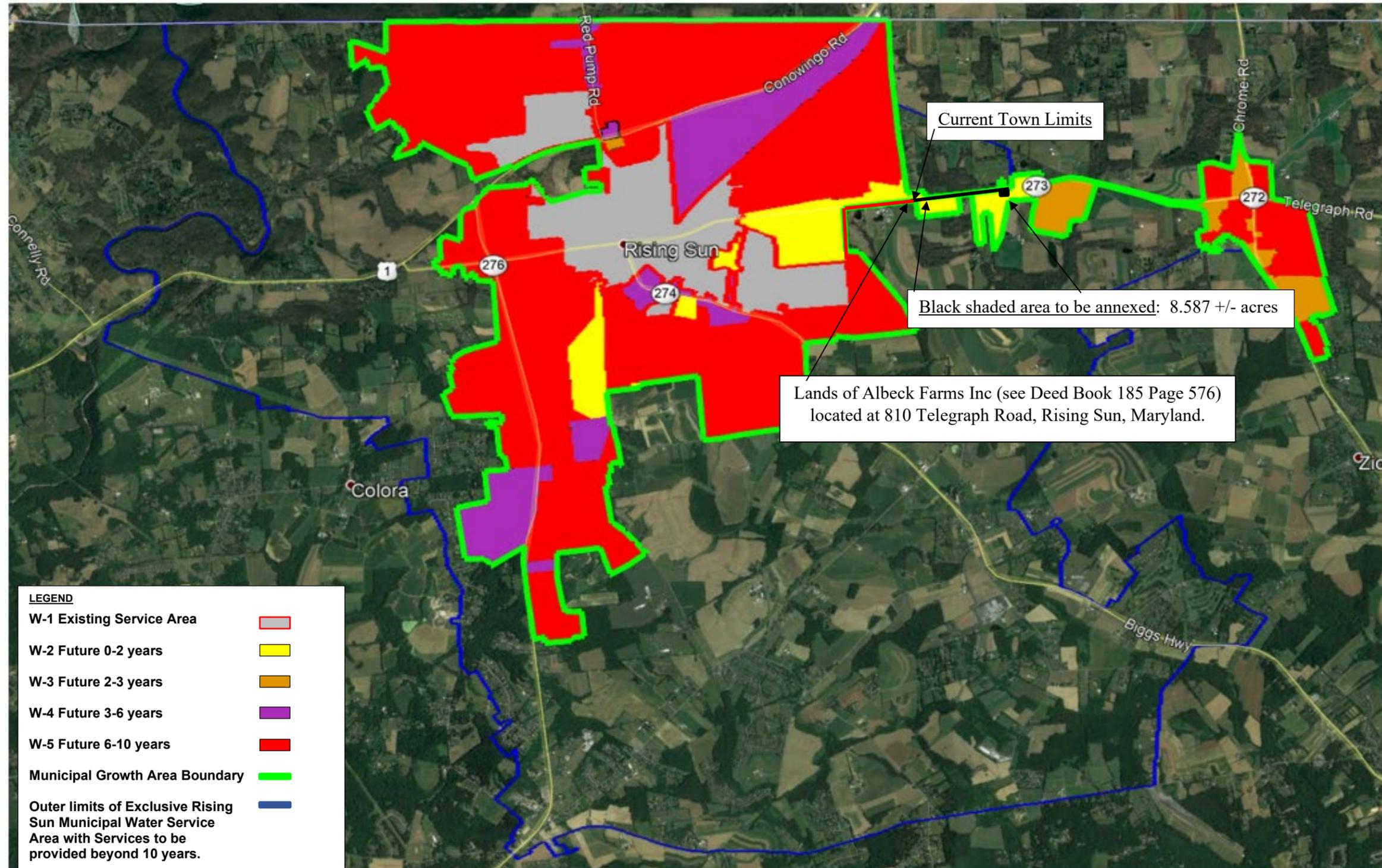


Map 2 – ANNEXATION PLAN (Adopted 6/19)





Map 4 – FUTURE WATER SERVICE AREA (Adopted 6/19)



ATTACHMENT F  
TOWN OF RISING SUN 2019 COMPREHENSIVE PLAN – MAP 5 – FUTURE SEWER SERVICE AREA

Rising Sun Comprehensive Plan | Amended 06/18/2019

Map 5 – FUTURE SEWER SERVICE AREA (Adopted 6/19)

