

# Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

Phone: (410) 928-3880 Fax: (410) 928-5764

E-Mail: [Millington@atlanticbbn.net](mailto:Millington@atlanticbbn.net)

Website: [millingtonmd.us](http://millingtonmd.us)

April 23, 2020

Office of the Secretary  
Maryland Department of Planning  
Attn: David Dahlstrom, AICP  
301 W. Preston St.  
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2018 - 2019

Dear Mr. Dahlstrom:

The Town of Millington's Planning and Zoning Commission approved the following Annual Report for the Reporting Year 2018 - 2019 as required under §1-207(b) of the Land Use Article on April 23, 2020. In addition, this report has been filed with the local legislative body.

1. Number of new Residential Permits Issued inside and outside of the Priority Funding Area (PFA), §1-208(c)(1)(i) and (c)(3)(ii):

**Table 1: New Residential Permits Issued  
Inside and Outside the Priority Funding Area (PFA)**

Residential – Calendar Year 2018 - 2019	PFA	Non - PFA	Total
# New Residential Permits Issued	0	0	0

2. Is your jurisdiction scheduled to complete and submit to Planning a 5-Year Mid-Cycle comprehensive plan implementation review report this year, as required under §1-207(c)(6) of the Land Use Article? If yes, please submit the 5-Year Report as an attachment. Y  N
3. Were there any growth related changes, including Land Use Changes, Annexations, Zoning Ordinance Changes, Rezoning, New Schools, Changes in Water or Sewer Service Area, etc., pursuant to §1-207(c)(1) of the Land Use Article? If yes, please list or map. Y  N

The Millington Planning Commission and Town Council approved the annexation of 125.695 acres located north west of the Town's existing boundaries. See attached plat and resolution.

Claude J Morales, Jr., Mayor

Kevin Hemstock, Council

Michelle Holland, Council

Jason E. Manning, Council

Wayne Starkey, Council

# Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

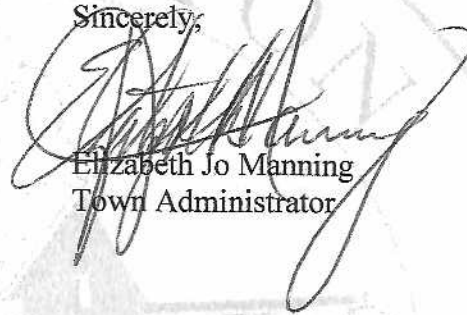
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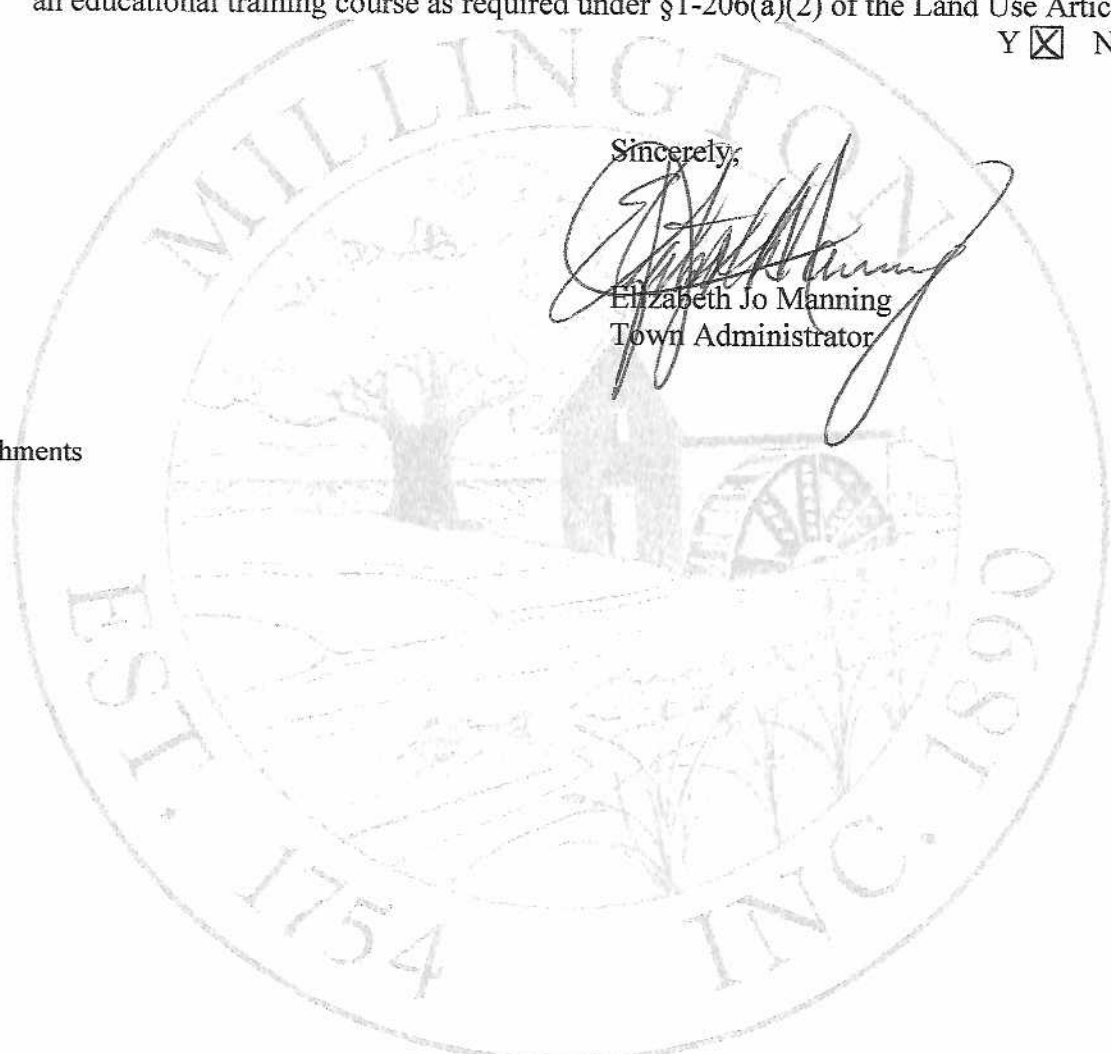
4. Did your jurisdiction identify any recommendations for improving the planning and development process within the jurisdiction? If yes, please list. Y  N
5. Are there any issues that Planning can assist you with in 2020? If yes, please list. Y  N
6. Have all members of the Planning Commission/Board and Board of Appeals completed an educational training course as required under §1-206(a)(2) of the Land Use Article? Y  N

Sincerely,



Elizabeth Jo Manning  
Town Administrator

Attachments



Claude J Morales, Jr., Mayor

Kevin Hemstock, Council

Michelle Holland, Council

Jason E. Manning, Council

Wayne Starkey, Council

**RESOLUTION 2019-10**  
**A RESOLUTION TO APPROVE ANNEXATION of LANDS**  
**IN KENT COUNTY, MARYLAND**

**WHEREAS**, the Mayor and Council of Millington is granted the authority to annex land pursuant to Article 11-3 of the Constitution of the State of Maryland, and Section 19 of Local Government Article of the Annotated Code of Maryland, 1975 Edition, as amended, entitled "Municipal Corporations", and

**WHEREAS**, the Mayor and Council of Millington has determined the proposed annexation will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the town, or real property proposed to be within the corporate limits of the Town as a result of the annexation, or any combination of such properties, and

**WHEREAS**, the Mayor and Council of Millington have received consent from the owners of more than 25% of the assessed value of the area to be annexed; and

**WHEREAS**, an annexation plan has been promulgated and is available for public review and discussion at public hearings to be held;

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council amend the Charter of Millington by adding a new section of Millington described as follows:

Beginning for the same at an iron pipe found at the intersection of the division line between the lands of Betty A. Coleman (see EHP 165/50) and the herein described lands with the easternmost side of Carroll Clark Road (fifty (50) feet wide at this point);

Thence, leaving said beginning point so fixed and binding on the aforesaid Carroll Clark Road, North 07 degrees 57 minutes 6 seconds East 659.45 feet to an iron rod set;

Thence, leaving said iron rod so fixed and binding on the division lines between the lands of Harron Enterprises, Inc. (see EHP 283/279) and the herein described lands the following two (2) courses and distances: (1) South 64 degrees 49 minutes 16 seconds East 1,313.39 feet to an iron rod set and (2) North 31 degrees 26 minutes 41 seconds East 612.33 feet to an iron pipe found;

Thence, leaving said iron pipe so fixed and binding on the division line between the lands of J. Edward Anderson (see WHG 33/346) and the herein described lands, South 60 degrees 18 minutes 32 seconds East 3,817.82 feet to a walnut tree with wire found;

Thence, leaving said walnut tree so fixed and binding on the division line between the lands of Frederick J. Wick (see EHP 72/187) and the herein described lands, South 41 degrees 23 minutes 00 seconds West 690.32 feet to an iron rod set;

Thence, leaving said iron rod so fixed and binding on the northernmost outline of the subdivision known as "Village of Kent Mill" (see Plat record EHP 3/121, 121A) the following three (3) courses and distances: (1) North 56 degrees 18 minutes 15 seconds West 225.65 feet to a point, (2) North 54 degrees 56 minutes 33 seconds West 50.48 feet to a point, and (3) North 53 degrees 36 minutes 24 seconds West 386.90 feet to an iron rod found;

Thence, leaving said point so fixed and binding on the division lines between the lands of Russell C. Coleman (see EHP 269/230) and the herein described lands

the following two courses and distances: (1) North 59 degrees 13 minutes 51 seconds West 291.00 feet to an iron rod set and (2) South 32 degrees 40 minutes 01 seconds West 729.57 feet to an iron pipe found in the northernmost side of the Chesterville-Millington Road (fifty (50) feet wide at this point), passing in transit an iron pipe found 654.85 feet from the end thereof;

Thence, leaving said iron pipe so fixed and binding on the aforesaid Chesterville-Millington Road the following four (4) courses and distances: (1) with the arc of a curve to the left 130.10 feet to a point of tangency. Said curve being scribed by a chord of North 60 degrees 33 minutes 31 seconds West 130.07 feet and having a radius length of 986.07 feet, (2) North 64 degrees 20 minutes 31 seconds West 1,911.13 feet to a point, (3) North 64 degrees 43 minutes 26 seconds West 656.71 feet to a point, and (4) North 64 degrees 58 minutes 23 seconds West 469.28 feet to an iron pipe found;

Thence, leaving said iron pipe so fixed and said Chesterville-Millington Road and binding on the division lines between the lands of the aforementioned Betty A. Coleman and the herein described lands the following two (2) courses and distances; (1) North 08 degrees 11 minutes 07 seconds East 295.11 feet to an iron pipe found and (2) North 65 degrees 62 minutes 08 seconds West 308.56 feet to the place of beginning. Containing 125.674 acres of land more or less as surveyed by James M. Luff, Registered Land Surveyor;

Being or intending to be all of the remaining lands as contained in that conveyance from Robert P. Musselman, Wirza Baig, and Shelma Baig, husband and wife, by deed dated March 21, 1990, and recorded among the land record books of Kent County, Maryland in Liber E.H.P. 290, folio 86.

**BE IT PROVIDED** that the area to be annexed will become part of the Town of Millington and that persons residing in the area, and their property, and the owners of the property herein, shall be subject to the provisions of the Charter of Millington and its Municipal Ordinances and Resolutions, and that such persons and their property shall be subject to municipal taxation and entitled to municipal services and facilities equal to such taxation imposed and such services and facilities provided to the other residents and property owners of Millington, subject to the provisions contained herein, and

**BE IT FURTHER PROVIDED**, that the property being annexed shall be zoned in compliance with the Millington Comprehensive Plan and ratified by Kent County.

**BE IT FURTHER RESOLVED**, that the new section "2019 Millington Annexation" be added to the Charter of the Town of Millington as amended.

Provided further that there shall have been published in the Kent County News, a newspaper of general circulation serving the community of Millington, once in each of the four weeks commencing November 1, 2019, a brief and accurate description of the area to be annexed and the conditions and circumstances applicable thereto, including notice of a public hearing to be held by the Mayor and Council on the proposed annexation on December 10, 2019, provided further that such public hearing shall have been held, and unless a proper petition for referendum shall have been filed as provided by Section 19 of Local Government Article of the Annotated Code of Maryland prior to such effective date.

**AND BE IT FURTHER RESOLVED**, that the Mayor of Millington is hereby specifically directed to carry out the provision of the above section hereof regarding the giving of notice by publication of the material directed therein to be published, and as evidence of that compliance, the Town Manager shall

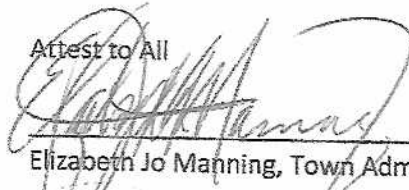
cause to be affixed to the Charter Amendment Resolution a certificate of the publication of the newspaper in which such material shall have been published, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment to be effective on the effective date herein provided, by affixing his/her signature here to in the space provided below the effective date hereof.

**AND BE IT FURTHER RESOLVED**, that, if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and Council and other proper officials of the Town of Millington shall comply with the provisions set forth in Section 19, Local Government Article of the Annotated Code of Maryland.

**AND BE IT FURTHER RESOLVED**, that as soon as the Charter Amendment hereby made shall become effective, either as herein provided or following a referendum, the Mayor of Millington shall promptly register both the original boundaries and the new boundaries with the Town Manager and the Clerk of the Court of Kent County, Maryland, and shall send separately by registered mail to the Secretary of State of Maryland, the Director of the Hall of Records, the State Law Library, and to the Department of Legislative Reference of Maryland, a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Council members voting for and against it, and a report on the votes cast for or against the amendment hereby enacted and any referendum hereon and the effective date of the Charter Amendment.

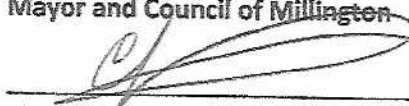
This resolution introduced this 12th day of November, 2019.

Attest to All

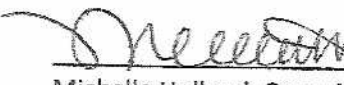
  
Elizabeth Jo Manning, Town Administrator

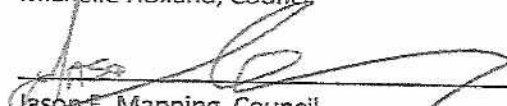


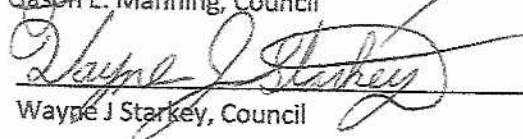
Mayor and Council of Millington

  
Claude L. Morales, Jr., Mayor

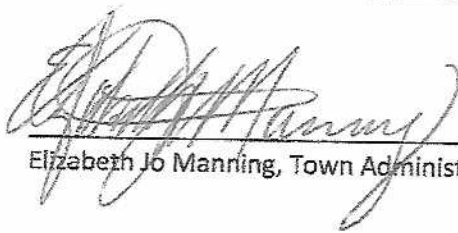
  
Kevin Hemstock, Council

  
Michelle Holland, Council

  
Jason E. Manning, Council

  
Wayne J. Starkey, Council

The Charter Amendment passed by the foregoing Resolution on 12-10-2019  
Effective 45 days thereafter.

  
Elizabeth Jo Manning, Town Administrator

## ANNEXATION AGREEMENT

This Annexation Agreement (the Agreement) is made this 23rd day of October 2019, between the Town of Millington (the Town) and L. Freeman Evans, the owner (the Petitioner) of the Coleman Farm (the Annexation Property).

- A. The Petitioner is the fee simple owner of a particular tract or parcel of land (from now on referred to as the "Annexation Property") located adjacent to the Millington corporate boundary and more particularly described in a deed recorded in the records of Kent County as MLM 00077, 00047 (see Addendum A).
- B. The Annexation Property consists of 125.67 acres of land, more or less, adjacent to and contiguous with a portion of the northwestern boundary of the Town.
- C. The Petitioner has submitted an annexation plan that complies with the Land Use Article and Article 23A (Municipal Annexation Act) of the Annotated Code of Maryland.
- D. The Petitioner wishes to annex the property based on specific aims about anticipated town zoning and the future availability of public utilities and services.
- E. The Petitioner desires to develop the annexed property with a mix of commercial, residential, and industrial uses all of which must be approved for development by the Town. Development of the property will be in accordance with the Millington Comprehensive Plan and otherwise comply with all state, county, and local laws and ordinances.
- F. The Town desires to control the growth that will occur in its designated growth areas and intends explicitly that development in annexations areas not result in more substantial Municipal and County expenditures than anticipated revenues, which would indirectly burden existing Town or County residents with the costs of services or facilities to support the area annexed. Accordingly, the costs of providing roads, utilities, parks, and other community services will be borne by the owners/applicants
- G. The Town agrees to initiate the process of annexation provided that the Petitioner agrees, as a condition of annexation, to be responsible for economic and other impacts of the proposed development, such impacts to be identified and defined in a Developer's Rights and Responsibilities Agreement.

NOW, THEREFORE, in consideration of the above recitals and representations, and mutual interests, covenants, agreements, and undertakings set forth herein, and the mutual promises and covenants herein contained, the sufficiency of which is expressly acknowledged, the Petitioner and the Town mutually agree as follows:

### **SECTION 1. Property.**

The property subject to this Annexation Agreement is identified in the tax records of Kent County, Maryland as Parcels Parcel 2 on Tax Map 32 and is shown on the Annexation Plat (see attached Addendum B), which is incorporated by reference as a part hereof.

## **SECTION 2. Consistency with the Comprehensive Plan**

The Annexation Property is located within an area designated as the Town's future annexation area in the Growth Management Element of the Town's Comprehensive Plan. The Millington Comprehensive Plan which states: "... all annexations must be consistent with the Town's municipal growth element," and requires that any "future annexation will include a detailed 'Annexation Agreement' between the landowners(s) and the Town that addresses the following":

## **SECTION 3. Land Use/Zoning**

### Existing Use.

- 3.1 At present the 124+/- acres of the Coleman Farm is currently vacant and used for agriculture purposes. There is one principal residential structure located on this property accessed from Kent Mill Drive.
- 3.2 The Petitioner and the Town agree that all existing land uses of the Annexation Property may continue after annexation subject to all applicable ordinances and regulations in the Code of the Town of Millington, including Chapter 80 Zoning.

### Existing Zoning

- 3.3 According to the Zoning District Map of Kent County, Maryland, the eastern section of this Annexation Property is zoned Village, and the remainder of the Annexation Property is zoned Rural Character and Agricultural. The Agricultural Zoning District is the 4.14 acres that were designated as Community Recreation Area in the Evergreen Mews, Village of Kent Mill subdivision plat.

### Proposed Zoning

- 3.4 The zoning classifications for Annexation Property shown on the Zoning District Map of Kent County, Maryland, will be the interim zoning designation that will apply until that date being five (5) years from the time of annexation.
- 3.5 After five (5) years from the date of annexation the properties will be zoned for a mix of residential, commercial and industrial uses as then provided under the provisions of Chapter 80, Code of the Town of Millington.

## **SECTION 4. Development Intentions.**

- 4.1 The Petitioner intends to develop the Annexation Property with a mix of commercial, residential, and industrial zoning uses.
- 4.2 The Petitioner intends to develop the property in phases.

## **SECTION 5. Public Facilities Agreements.**

- 5.1 The agreements set forth herein as supplemented by all applicable ordinances, regulations, and plans of the Town of Millington in effect at the time any development proposal is submitted, or at the time of construction. These applicable ordinances, regulations, and plans shall govern the standards applicable to all public facilities to be

installed within the Annexation Property and elsewhere in the Town as necessary to address the impacts of development of the Annexation Property.

- 5.2 The Petitioner shall bear all costs, expenses, and impacts of any kind occasioned by the development and use of the Annexation Property, no costs shall be borne by the Town. The Petitioner acknowledges, accepts and agrees that the Town will not permit any development in or upon the Annexation Property unless and until the Town determines that public facilities adequate to support the proposed development exist or will be provided by the conclusion of any planned construction. Further, all public facilities, have been reviewed and approved by the applicable local, state or federal agencies having jurisdiction for the same.
- 5.3 Additionally, the Town requires and the Petitioner agrees that all construction, operation, and maintenance of public facilities intended to be dedicated to the Town, will be guaranteed by Petitioner with adequate security agreements, including bonds, letters of credit, mortgages, or other forms of security, as may be reasonably required by the Town's legal and economic advisors. In the event the Annexation Property is annexed, this Agreement, at a minimum, will govern the obligations of Petitioner and the Town.
- 5.4 It is expressly understood and agreed by the parties that the obligations of the Petitioner contained herein (except for costs and reimbursements set forth in Section 8) shall be requirements and conditions for any development of the Annexation Property.

#### **SECTION 6. Standards for Public Improvements.**

- 6.1 The Petitioner agrees to comply with all applicable Town ordinances, regulations, and requirements in effect at the time development. This agreement includes compliance with all standards and specifications concerning any roads, streets, alleys, curbs, gutters, sidewalks, water and sewer, and stormwater drainage systems or any other infrastructure improvements or public utilities necessary to accommodate any proposed development constructed within the Annexation Property after annexation.
- 6.2 The design and performance specifications for all such improvements to be owned by the Town or used by the public shall be per the Town's adopted statutes and regulations governing the same.
- 6.3. Public Facility Extensions; Allocation of Construction Costs.
  - (a) Town services are expected to be available upon development, subject to compliance with the conditions of the Annexation Resolution, this Agreement, and any applicable Developer Rights and Responsibility agreements. Sanitary sewer and water service will be contingent upon:
    - (i) available capacity,
    - (ii) approval of an improvements construction plan,
    - (iii) payment to the Town by the Owner of all required charges, and
    - (iv) completion of the construction necessary to so serve the Property.

Services not currently available will be extended to the Annexation Property per this Agreement, and any applicable Developer Rights and Responsibility agreements.



The Owner shall pay the cost of the Town utility improvements deemed necessary to accommodate the development of the Annexation Property. Utility improvements include, but may not be limited to:

- (i) extension of the Town sewer and water lines to the Annexation Property;
- (ii) construction of any necessary lift stations(s) thereon;
- (ii) upgrades to the sewer treatment plant as required to service the development of the Annexation Property; and
- (iv) installation of water lines, hydrants, meters, taps, laterals, and sewer lines within the Annexation Property.

Once the sewer lines and related appurtenant items are constructed to the Town's requirements, the Owner shall give, convey, and dedicate same to Town. Under the terms of this Agreement, the Town is not obligated, and may not be compelled, to expand its wastewater treatment plant or water system to accommodate the development of the Annexation Property. The owner shall be charged all standard user fees including, but not limited to sewer, water, garbage, building permits, and will pay standard assessments (connection/allocation fees) for sewer and water; all of which payments shall be due and payable at the time of building permit issuance.

- (b) Roads, Sidewalks, Walking, and Pedestrian trails. The Town and Developer shall enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of roads, sidewalks, walking, and pedestrian trails to serve the annexed property and the Town. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town.
- (c) Public Water System Improvements. The Town and Developer shall enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of water system improvements to serve the annexed property and the Town. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town.
- (d) Public Sewer System Improvements. The Town and Developer shall enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of sewer system improvements to serve the annexed property and the Town. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town.
- (e) Recreation and Open Space Areas. The Town and Developer shall enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of recreation and open space areas to serve the annexed property and the Town. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town.
- (f) Stormwater Facilities. The Town and Owner shall enter into one or more Public Works Agreements ("PWA") that provide for the design and construction of stormwater facilities to serve the Annexation Property. Such infrastructure improvements shall be designed and constructed according to specifications and standards established by the Town.

## **SECTION 7. Public Services.**

- 7.1 Future development of the Annexation Property may necessitate the expansion of public services currently provided by the Town and additional services not now provided by the Town. During the approval process for any development of the Annexation Property, and

as a condition of approval thereof, the Petitioner's obligation to pay for and fund such expansions or additional services will be determined and memorialized in a Developers Rights and Responsibility Agreement (DRRA) and/or one or more public works agreements.

It is understood and agreed that the Petitioner may be required to fund, as required by the Town, any additional or expanded public services or facilities which may be reasonably necessary as a result of the development of the Annexation Property.

The Petitioner acknowledges the need to have a development impact study or studies to analyze development impact upon the Town. Petitioner's additional economic responsibilities (other than those outlined in this agreement) concerning such impacts will be addressed in one or more public works agreements contemplated now, and in the absence of such agreements, no development plans will be approved. The following represent areas of impact already identified and agreed to by the parties:

- (a) Public Safety Services. The Developer will be required to pay a fee, to be decided at the time of development, to mitigate the impacts of the development on emergency services, such as fire-rescue, law enforcement, etc.
- (b) Easements. Owner and Town agree to grant to the other upon request, at no cost, rights-of-way or easements over their respective property in the event that such rights-of-way or easements shall be necessary for the installation, maintenance, replacement, and/or removal of infrastructure related to any development on the Property, including without limitation, roads, utility lines, and drainage improvements. If the Owner is unable to obtain off-site easements and rights-of-way as may be necessary for the development of the Property, Town agrees to assist Owner, solely at the expense of Owner, in obtaining such easements and rights-of-way.
- (c) Maintenance. Upon completion per Town design and construction standards, and after an appropriate period of maintenance and operation at the expense of the Petitioner or their successors, the Town may elect to assume the on-going operation and maintenance of any on-site public facilities required by the Town as a condition of development approvals. Upon completion per Town design and construction standards, and receipt of appropriate warranties and/or performance bonds, as may be reasonably required by the Town, the Town shall assume the on-going operation and maintenance of any off-site public facilities required by the Town as a condition of development approvals.

## SECTION 8. Conditions .

Except for the expense reimbursement provisions and indemnities in this section, which are continuing obligations of the Petitioner, this Agreement is contingent in its entirety upon successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until all requirements of such annexation have been satisfied and the annexation approved in the manner established by statute. Whether or not the annexation is successful, the Petitioner agrees to reimburse the Town for all reasonable expenses incurred during this annexation request process, including professional fees, hearing expenses, and advertising fees. The Petitioner further agrees to indemnify and hold harmless the Town from all claims, demands, suits, judgments and costs incurred by the Town which directly or indirectly arise by virtue of the annexation proceedings or this Agreement, as a result of a lawsuit, administrative proceeding or other legal action pertaining to the proposed annexation initiated by a person, persons, or entity not a party to this Agreement. These conditions should not affect or otherwise diminish the Petitioner's right to be a party to and participate in all legal proceedings as well as initiate legal proceedings against a third party.

## **SECTION 9. Mutual Assistance**

The Petitioner and the Town shall do all things reasonably necessary or appropriate, and in compliance with the Town's standard practices and procedures, to carry out and to expedite the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties. The parties will assist each other in carrying out the terms and provisions of this Agreement such as by holding public hearings, giving notice, and other actions as may be necessary to enable the parties to comply with the terms and provisions of this Agreement.

The Petitioner and the Town agree to promptly execute its part in all permit applications needed by the Petitioner from, the Maryland Department of the Environment, the Maryland State Highway Administration, Kent County and its various agencies and departments, or any other public or private agencies from which a permit is required to develop the Annexation Property. All such permit applications shall be prepared in accordance with applicable rules, regulations, and laws, and the Millington Comprehensive Plan and the parties further agree to cooperate in the securing of such permits or approvals from such agencies.

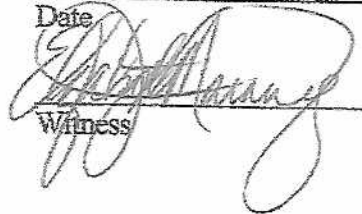
## **SECTION 10. Other Provisions.**


- 10.1 **Applicable Law.** It is the intention of the parties that all questions concerning the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.
- 10.2 **Entire Agreement, Future Documents.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.
- 10.3 **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- 10.4 **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 10.5 **Binding Effect.** Subject to the provisions of this paragraph, the terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property and the successors and assigns of the Petitioner. It is expressly understood and agreed that the Petitioner may assign his benefits, rights, duties, and obligations either as part of the conveyance of the Annexation Property as entirety or severally as part of conveyances of portions of the Annexation Property. Notwithstanding the preceding, no assignment of this Agreement, or sale or transfer of the Annexation Property or any portion thereof, shall release the Petitioner from his duties and obligations arising under this Agreement without an express written release from the Town, which shall not be unreasonably withheld.

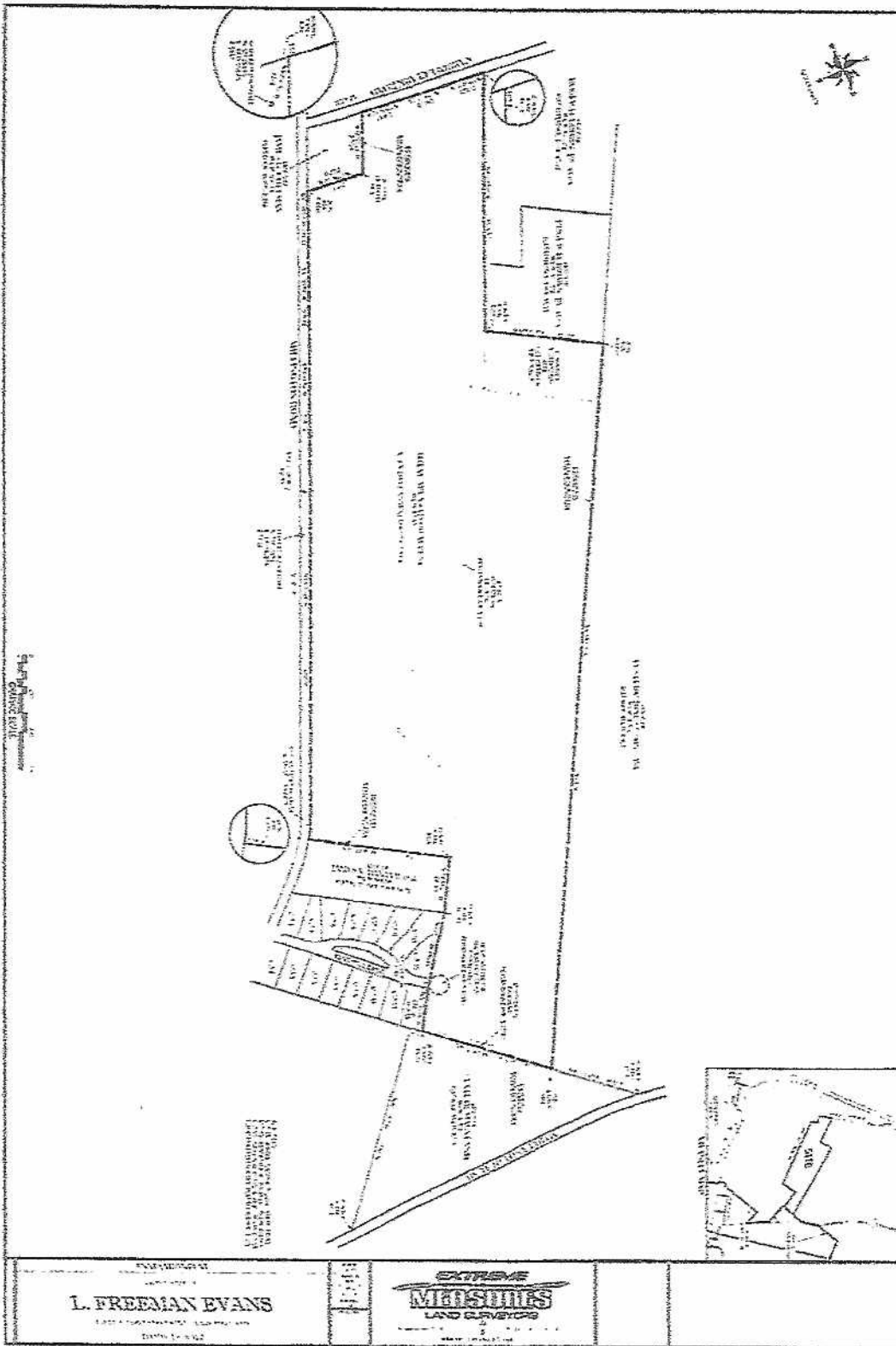
It is expressly agreed by all parties and their successors that an owner of a portion of the Annexation Property shall have no contractual rights to control, approve or otherwise direct the size, density, proposed uses, style, arrangement, timing, phasing or any other aspect of development of the remainder of the Annexation property that the petitioner does own. No provision of this Agreement shall create any third-party beneficiary rights or other rights in any person or entity, not a party hereto.

- 10.6 Severability. In case any single or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.7 Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the annexation of the Annexation Property or any part thereof by the Town.
- 10.8 Enforceability. This Agreement shall be specifically enforceable in any Court in the State of Maryland by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained, subject to the indemnity provisions of Section 5 of this Agreement.
- 10.9 Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- 10.10 Exhibits. Attached to this Agreement are exhibits in support of or for clarification.
- 10.11 Recording. This Agreement shall be recorded in the land records of Kent County there at the expense of the Petitioner.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

10-23-2019  
Date  
  
Witness

  
Petitioner  
  
\_\_\_\_\_  
Petitioner



ADDENDUM B



## TOWN OF MILLINGTON

402 Cypress Street

Millington, MD 21651

(410) 928-3880

L. Freeman Evans proposed Annexation located at 82 Kent Mills Drive, Millington, MD; recorded in the Kent County Land Records as MILM 00077/0047, map 0032, grid 0001A, parcel 2, and property identifier #01-003208.

### Metes and Bounds Description:

Beginning for the same at an iron pipe found at the intersection of the division line between the lands of Betty A. Coleman (see EHP 165/50) and the herein described lands with the easternmost side of Carroll Clark Road (fifty (50) feet wide at this point);

Thence, leaving said beginning point so fixed and binding on the aforesaid Carroll Clark Road, North 07 degrees 57 minutes 6 seconds East 659.45 feet to an iron rod set;

Thence, leaving said iron rod so fixed and binding on the division lines between the lands of Harron Enterprises, Inc. (see EHP 283/279) and the herein described lands the following two (2) courses and distances: (1) South 64 degrees 49 minutes 16 seconds East 1,313.39 feet to an iron rod set and (2) North 31 degrees 26 minutes 41 seconds East 612.33 feet to an iron pipe found;

Thence, leaving said iron pipe so fixed and binding on the division line between the lands of J. Edward Anderson (see WHG 33/346) and the herein described lands, South 60 degrees 18 minutes 32 seconds East 3,817.82 feet to a walnut tree with wire found;

Thence, leaving said walnut tree so fixed and binding on the division line between the lands of Frederick J. Wick (see EHP 72/187) and the herein described lands, South 41 degrees 23 minutes 00 seconds West 690.32 feet to an iron rod set;

Thence, leaving said iron rod so fixed and binding on the northernmost outline of the subdivision known as "Village of Kent Mill" (see Plat record EHP 3/121, 121A) the following three (3) courses and distances: (1) North 56 degrees 18 minutes 15 seconds West 225.65 feet to a point, (2) North 54 degrees 56 minutes 33 seconds West 50.48 feet to a point, and (3) North 53 degrees 36 minutes 24 seconds West 386.90 feet to an iron rod found;

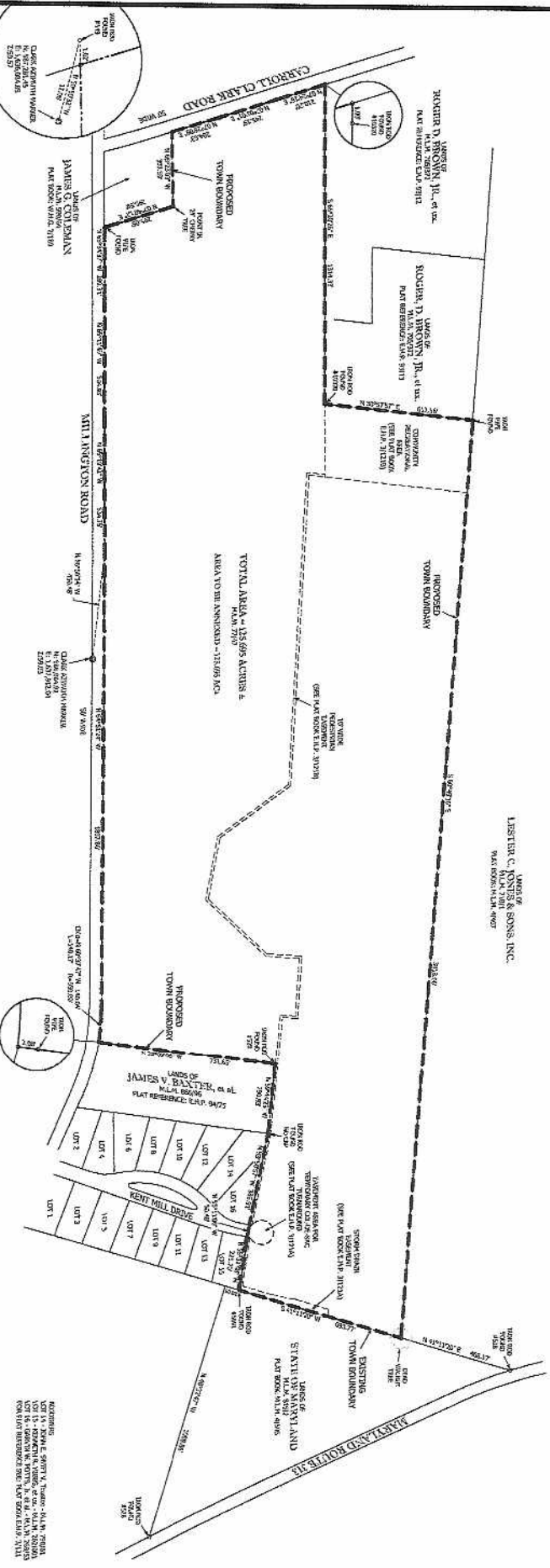
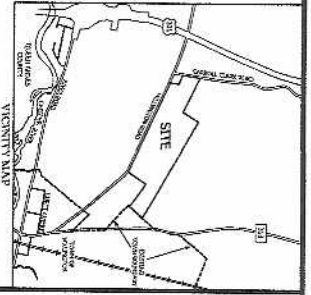
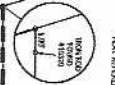
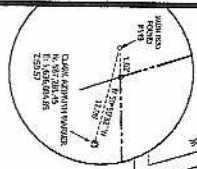
Thence, leaving said point so fixed and binding on the division lines between the lands of Russell C. Coleman (see EHP 269/230) and the herein described lands

the following two courses and distances: (1) North 59 degrees 13 minutes 51 seconds West 291.00 feet to an iron rod set and (2) South 32 degrees 40 minutes 01 seconds West 729.57 feet to an iron pipe found in the northernmost side of the Chesterville-Millington Road (fifty (50) feet wide at this point), passing in transit an iron pipe found 654.85 feet from the end thereof;

Thence, leaving said iron pipe so fixed and binding on the aforesaid Chesterville-Millington Road the following four (4) courses and distances: (1) with the arc of a curve to the left 130.10 feet to a point of tangency. Said curve being scribed by a chord of North 60 degrees 33 minutes 31 seconds West 130.07 feet and having a radius length of 986.07 feet, (2) North 64 degrees 20 minutes 31 seconds West 1,911.13 feet to a point, (3) North 64 degrees 43 minutes 26 seconds West 656.71 feet to a point, and (4) North 64 degrees 58 minutes 23 seconds West 469.28 feet to an iron pipe found;

Thence, leaving said iron pipe so fixed and said Chesterville-Millington Road and binding on the division lines between the lands of the aforementioned Betty A. Coleman and the herein described lands the following two (2) courses and distances; (1) North 08 degrees 11 minutes 07 seconds East 295.11 feet to an iron pipe found and (2) North 65 degrees 62 minutes 08 seconds West 308.56 feet to the place of beginning. Containing 125.674 acres of land more or less as surveyed by James M. Luff, Registered Land Surveyor;

Being or intending to be all of the remaining lands as contained in that conveyance from Robert P. Musselman, Wirza Baig, and Shelma Baig, husband and wife, by deed dated March 21, 1990, and recorded among the land record books of Kent County, Maryland in Liber E.H.P. 290, folio 86.



ANNEXATION PLAT  
 OF THE LANDS OF  
**L. FREEMAN EVANS**  
 FIRST ELECTION DISTRICT, KENT COUNTY, MARYLAND  
 TAX MAP 20, PARCEL 2

SCALE	1" = 100'
DRAWN BY	MEASURES
CHECKED BY	MEASURES
DATE	12-15-10
PROJECT	ANNEXATION

**EXTREME MEASURES LAND SURVEYORS**  
 CHARLESWEE, MD 21620 PHONE 410-778-6107  
[www.extrememeasures.com](http://www.extrememeasures.com)