



BOOK

4 PAGE 001

VIA CERTIFIED MAIL

February 27, 2014

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

Dear Ms. Carter:

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on January 13, 2014 and became effective February 27, 2014:

Resolution No. 2356 – “Merritt Mill Road/Smith Annexation”

If you have any questions, please give me a call.

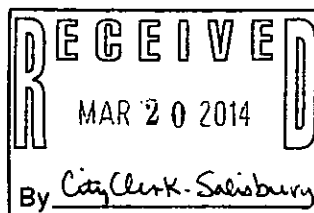
Sincerely,

Kimberly R. Nichols
Kimberly R. Nichols, CMC
City Clerk

Enclosure

cc: Tracey Gordy, Maryland Department of Planning
State Assessments Office
Mark Bowen, Clerk of Circuit Court
Tom Worley, Comcast

FILED



2014 FEB 27 PM 12:40

CLERK, WICOMICO CO

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

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

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

City of Salisbury
Municipal Corporation

Wicomico
County(ies)

Kimberly R. Nichols, City Clerk
Name and Title of Official Submitting this Resolution

125 N. Division St.
Address
Salisbury, MD 21801

410-548-3140
Phone
February 28, 2014
Date of Submitting this Resolution*

2356
Resolution Number

January 13, 2014
Date Enacted by Legislative Body
February 27, 2014
Effective Date**

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed SC 1-2. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments _____.

2) Number of votes cast by the legislative body for 5 and against 0 this resolution.

3) Will this resolution be petitioned to referendum? NO

If "yes", date of the referendum election (if known) _____.

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

AS AMENDED ON DECEMBER 9, 2013

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 EASTERLY CORPORATE LIMIT OF THE CITY OF SALISBURY, TO BE KNOWN AS THE "MERRIT MILL/SMITH ANNEXATION" BEING AN AREA LOCATED ON THE SOUTHERLY SIDE OF AND BINDING UPON MERRITT MILL ROAD, EAST OF THE INTERSECTION OF MERRITT MILL ROAD AND PHILLIP MORRIS 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 southerly side of and binding upon Merritt Mill Road, east of the intersection of Merritt Mill Road and Phillip Morris Drive, an improved County road; said parcel being contiguous to and binding upon the easterly corporate limit of the City of Salisbury; and

WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons who signed the petition ~~represent~~ are at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent

(25%) of the assessed valuation of real property in the area to be annexed, all as of March 13, 2007, 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; and

WHEREAS, ~~the~~ a public hearing is was scheduled for January 13, 2014 at 6:00 p.m.

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~~ the City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the southerly side of ~~and binding upon~~ Merritt Mill Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

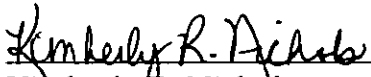
SECTION 2. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms, conditions and agreements in Exhibits A-C attached hereto and made a part hereof.

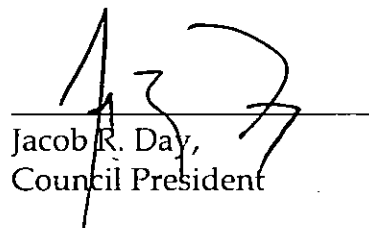
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the

annexation hereby proposed on January 13, 2013 at 6:00 o'clock p.m. in the Council Chambers at the ~~City-County~~Government Office Building and the City Administrator shall cause a public notice of the time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, 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 the Local Government Article 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 the 9th day of December, 2013 having been duly published as required by law in the meantime, and a public hearing ~~was~~having been held on the 13th day of January, 2014, ~~and~~ the Resolution was finally passed by the Council at its regular meeting held on the 13th day of January, 2014.

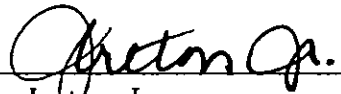

Kimberly R. Nichols,
City Clerk


Jacob R. Day,
Council President

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APPROVED BY ME this 14th day of January 201.


James Ireton, Jr.
Mayor of the City of Salisbury

H:/annexation/Res U.S. 50 East- Moore 030113

EXHIBIT "A"
MERRITT MILL ROAD – SMITH PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Merritt Mill Road – Smith Property Annexation" beginning for the same at a point on the Corporate Limit, said point being near the northeast corner of the property belonging to the estate of Marian H. Smith X 1,215,361.11 Y 199,496.60; thence running North four degrees thirty-six minutes forty seconds East (N 04° 36' 40" E) one decimal two, zero (1.20) feet to a point on the southerly right-of-way line of Merritt Mill Road at the northeast corner of the said Smith estate property X 1,215,361.21 Y 199,497.80; thence running with the southerly right-of-way line of said road North sixty-three degrees forty minutes fourteen seconds West (N 63° 40' 14" W) three hundred and two decimal nine, zero (302.90) feet to a cement post at the northwest corner of the said Smith estate property X 1,215,089.74 Y 199,632.14; thence running by and with said property the following three courses: (1) South zero degrees twenty-eight minutes forty-four seconds East (S 00° 28' 44" E) one hundred and thirty decimal eight, six (130.86) feet to a point X 1,215,090.83 Y 199,501.28; (2) South eighty-nine degrees forty-one minutes eleven seconds West (S 89° 41' 11" W) one hundred and fifty-five decimal five, zero (155.50) feet to a cement post X 1,214,935.33 Y 199,500.43; (3) South one degree one minute thirty-five seconds East (S 01° 01' 35" E) one thousand two hundred and forty decimal six, nine (1,240.69) feet to an iron rod on the Corporate Limit at the southwest corner of the said Smith estate property X 1,214,957.56 Y 198,259.94; thence continuing by and with the Smith estate property and the Corporate Limit the following two courses: (1) South eighty degrees twenty-two minutes two seconds East (S 80° 22' 02" E) three hundred and four decimal zero, zero (304.00) feet to a cement post X 1,215,257.27 Y 198,209.07; (2) North four degrees thirty-six minutes forty seconds East (N 04° 36' 40" E) one thousand two hundred and ninety-one decimal seven, one (1,291.71) feet to the point of beginning and containing 10.972 acres, all of which being lands conveyed to John Wesley Smith and Marian Hastings Smith. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

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City of Salisbury



MARYLAND

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR



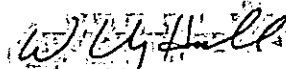
125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

CERTIFICATION

MERRITT MILL ROAD – SMITH 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
Surveyor

Date: 10/21/13

Merritt Mill Road - Smith Certif.

REPORT OF ANNEXATION PLAN

for the

MERRITT MILL ROAD / SMITH ANNEXATION

TO THE CITY OF SALISBURY

November 21, 2013

This Annexation Plan was prepared pursuant to the year 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. It is consistent with the Municipal Growth Element of the City of Salisbury comprehensive plan. The following are milestones in the public review and consideration of the proposed Annexation.

- At a work session in August 2013 the Salisbury City Council reviewed the proposed annexation, and draft annexation agreement.
- In September 2013 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for zoning of the Property upon annexation.
- At a Salisbury City Council meeting on December 9, 2013, the City Council formally reviewed the annexation resolution, annexation agreement, and this Annexation Plan and directed that a public hearing date be established. The Council directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

Thomas F. Johnson, Jr. Esq. Personal Representative of the Estate of Marian H. Smith, at 128 Main Street, Salisbury, Maryland.

1.2 Location

The Property is located on Merritt Mill Road (Tax Map #39, Parcels #33 and #542; Grid #7).

1.3 Property Description

Attachment 1 shows the survey of the Property. The Annexation Property consists 11.21 acres of land located in the area between U.S. Route 50, Merritt Mill Road and Philip Morris Drive. It is bordered on the south by a shopping center, on the east by a townhouse and multifamily development constructed in 2006 and on the west by open land which has partially developed in the separated office and institutional use site plans along Philip Morris Drive. The image shows the neighborhood, with an arrow pointing to the Property.

1.4 Existing Zoning

A portion of the Property is zoned LB-1, Light Business and Institutional and a portion is zoned R-8, Residential. The existing zoning is shown in Attachment 2.



2.0 LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted its current Comprehensive Plan in July 2010 as required by Article 66B of the Annotated Code of Maryland. The Property is located within the designated municipal growth area for the City of Salisbury, which designates the subject property as Medium Density Residential Use (five to eight dwelling units per acre). The proposed use and density are consistent with both the City's Comprehensive Plan and the proposed zoning of R-8A Residential. The annexation is conditioned on a conceptual plan that limits development density to 6.5 dwelling units per acre.

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned as R-8A Residential. This City Zoning district permits townhouse units at a maximum density of eight housing units per acre. The proposed density is 6.5 units per acre.

2.3 Proposed Land Use

The Property's concept development plan features 56 townhouse units and 16 duplex units. Attachment 3 shows the concept development plan for the Property. The plan is part of a negotiated annexation agreement between the City and the petitioners. The annexation agreement provides that, upon annexation, the Property would be developed in substantial conformance with the concept development plan.

3.0 THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

The Property will be served by a new public street, which will connect directly to Merritt Mill Road and terminate at a proposed roundabout in the center of the development site. A private street will provide access to a portion of the development south of the roundabout. It also contains a reservation of public right-of-way so that a public street connecting the Property to the adjoining parcel on the west side can be constructed when needed.

The annexation agreement requires the developer to install and construct curb, sidewalks, streetlights, and street trees along the property's frontage with Merritt Mill Road.

3.2 Water and Wastewater Treatment

The proposed development would generate a municipal water demand and a wastewater treatment capacity demand of approximately 17,300 gallons per day. The Developer of the Property would connect to the existing water and sewerage facilities and may be required by the City to oversize sewerage pipes to accommodate future development in the area. Prior to connecting to the City sewerage system, the Developer will be required to pay a pro-rata share of the costs of upgrading the Parkside Sewage Pump Station. The developer would design and construct water distribution facilities consisting of a loop connection of a proposed water main to the existing water main in the Merritt Mill Road right-of-way.

There is adequate facility capacity to serve the proposed development. The City's allocation of water and sewer taps will be dictated by the City's allocation plan.

3.3 Schools

The proposed development would generate about 42 public school pupils. Pupil enrollment and State Rated Capacity of each of the pertinent public schools is shown below.

School	Enrollment	SRC
East Salisbury Elem.	391	447
Wicomico Middle	660	914
Wicomico High	1,034	1,215

Beaver Run Elementary may also serve this area with a SRC of 574 with enrollment.

3.4 Parks and Rec.

The concept development plan provides 3.3 acres of open space including the dedication of an 8-ft wide bike path/walkway through the project connecting the development (and the adjoining existing housing development) to the commercial shopping center on the southern property line. The Developer will pay a fee to the City of Salisbury in the amount of \$1,800 per residential unit to be used for municipal park, police, and fire facilities.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department provides fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management:

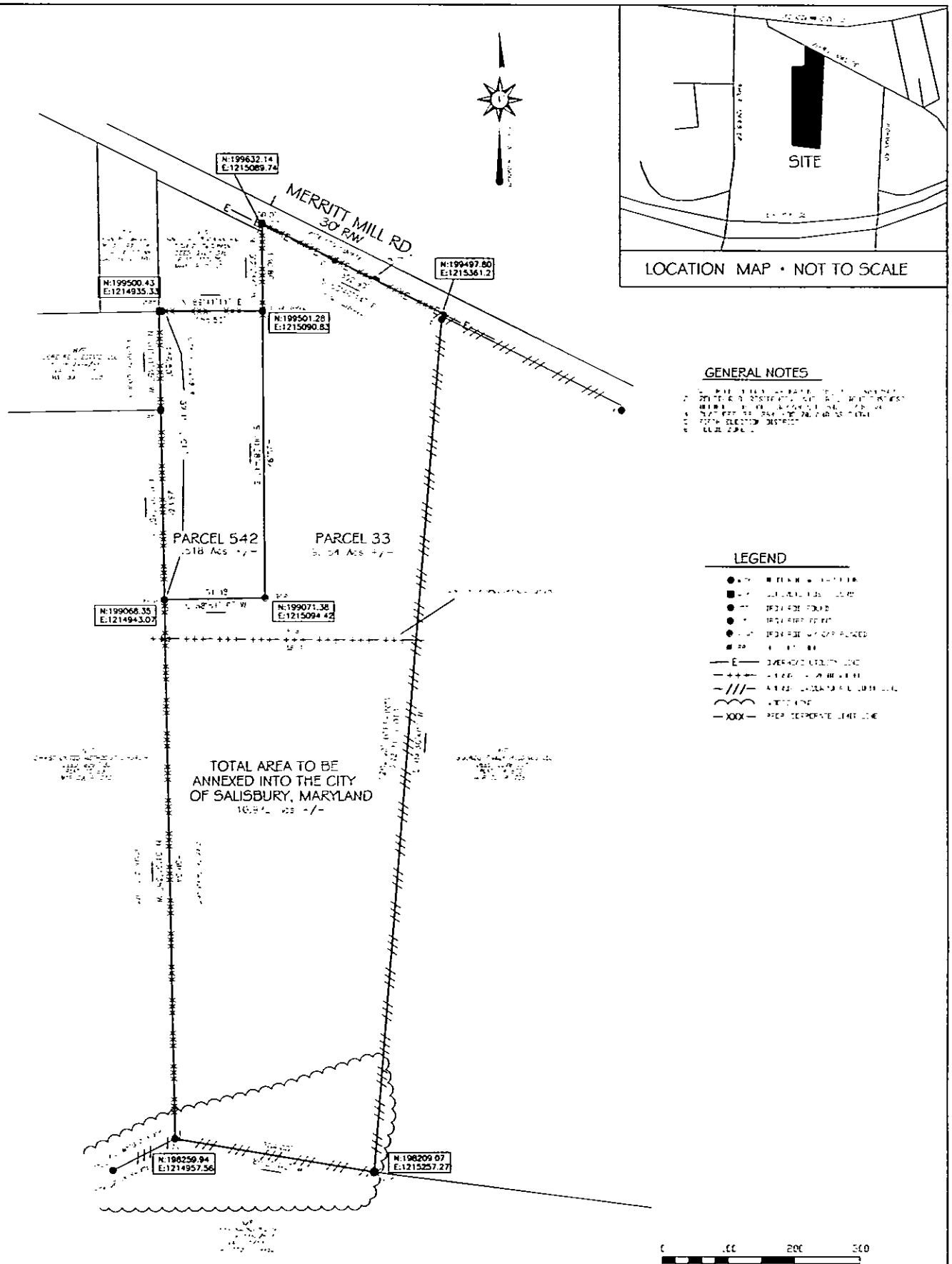
The concept development plan provides for stormwater management through best management practices including bio-retention in all landscaped medians. The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Developer will plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property. Stormwater management will ultimately be governed by Maryland Stormwater Management regulations administered locally. Detailed plans and calculations will therefore be required for review and approval by the Salisbury Public Works Department.

3.8 Waste Collection

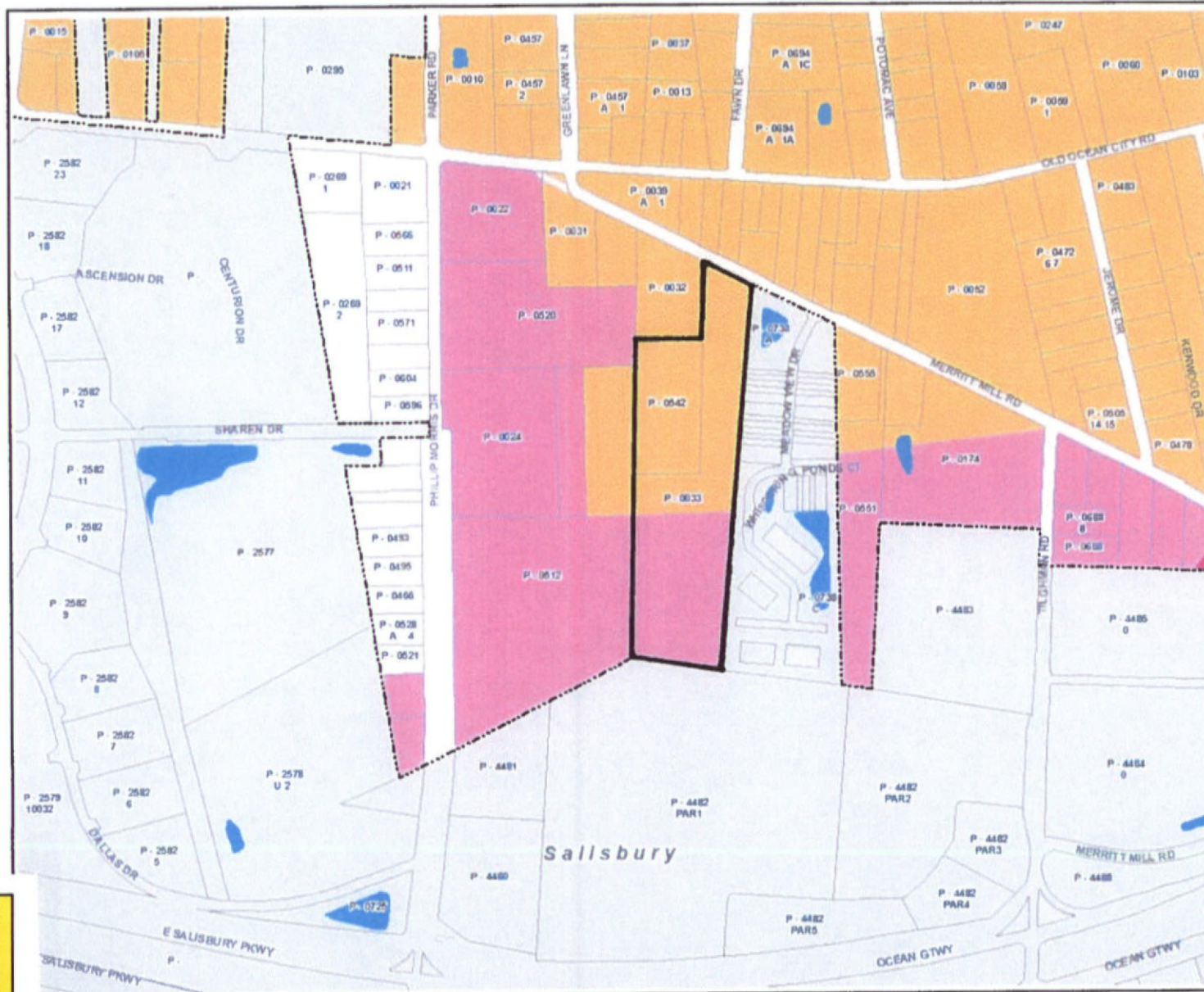
The City would provide for solid waste pick-up. The development of the Property as contemplated may be expected to generate roughly 500 pounds of solid waste per day.

4.0**HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

The Property is mapped and located in an area identified in the Comprehensive Plan as being eligible for annexation. The proposed use of the annexation area is consistent with the Comprehensive Plan. The annexation would provide a housing development within walking distance to an existing neighborhood shopping center and grocery store. The project will contain inter-parcel street, pedestrian, and bicycle connections. The project would partially impact an existing wooded area located between the development site and the shopping center with a wooded buffer between adjoin remaining on all sides.

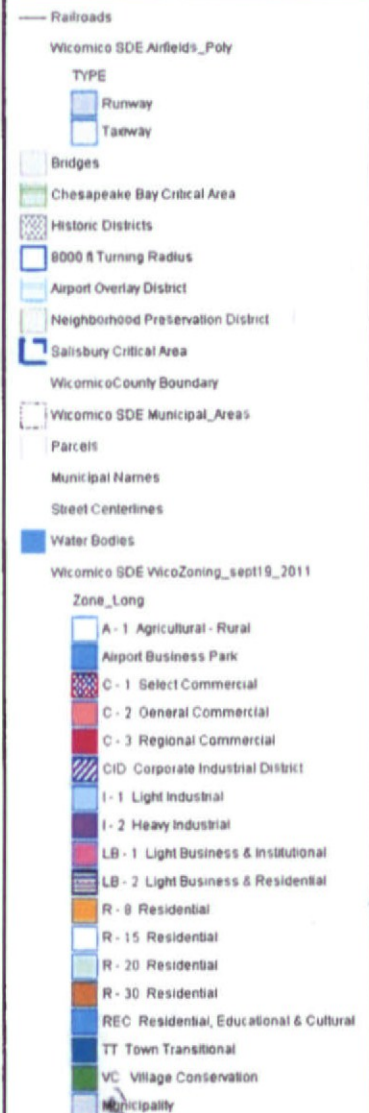


WICOMICO COUNTY ZONING MAP



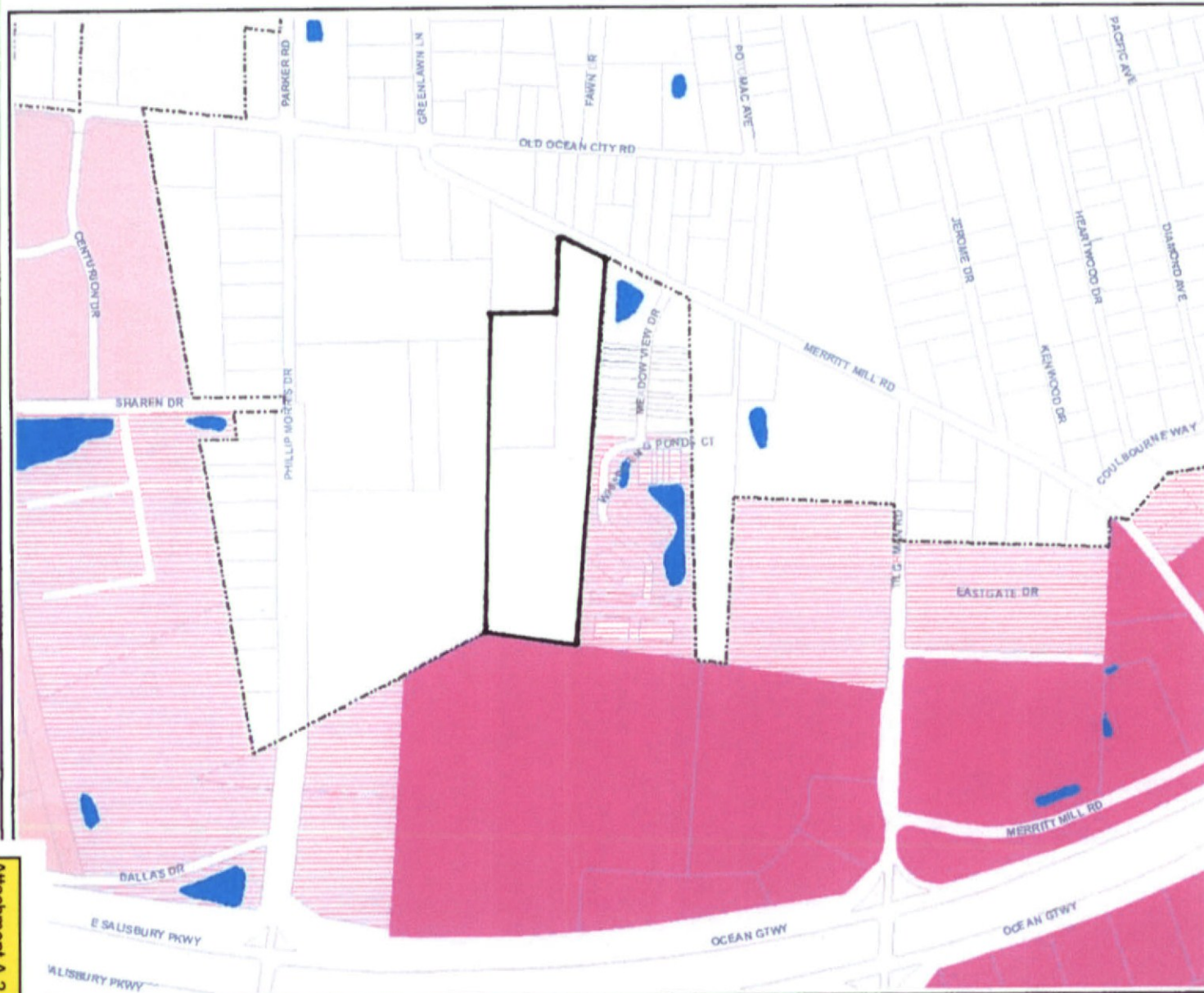
150 ft

Smith Annexation - Merritt Mill Road - County Zoning



CITY OF SALISBURY

Salisbury Zoning



- Streams
- Water Bodies
- Street Numbers
- Municipal Areas
- CAD
 - Delmar
 - Fruiland
 - Hebron
 - Mardela
 - Pisville
 - Salisbury
 - Sharptown
 - Willards
- Railroads
- Parcels
- Critical Area
- Historic Districts
 - Dist_Name
 - Carmen Historic District
 - Downtown Historic District
 - Newtown Historic District
- Salisbury Zoning
- CITY_ZON
 - College & University
 - Conservation
 - CBD
 - LB1
 - General Commercial
 - Reg Comm
 - MURR
 - Select Commercial
 - Hospital
 - Ind
 - Ind Park
 - L Ind
 - Neighborhood Business
 - OSH
 - OSR
 - POD
 - PRD*
 - R - 5
 - R - 5 A
 - R - 8
 - R - 8 A
 - R - 10
 - R - 10 A
 - Riverfront Redevelopment
- ROW
- Street Centerlines

Smith Annexation - Merritt Mill Road - City Zoning



ANNEXATION AGREEMENT

Merritt Mill Road / Smith Annexation

THIS AGREEMENT is made this 15th day of January, 2014, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), the Estate of Marian H. Smith (hereinafter, "the Owner") represented by Thomas F. Johnson, Jr. Personal Representative of the Estate of Marian H. Smith at 128 E. Main Street, Salisbury, Maryland 21801.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Owner/Assignee desires to construct upon the Property a residential development project; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the concept development plan which is made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial conformance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner/Assignee's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and is, in fact, the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Property.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "R-8A" and the density of housing units on the Property shall not exceed 6.5 units per acre.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner/Assignee makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria, or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner/Assignee will fund and install City of Salisbury survey boundary markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within one year of the expiration of the 45-day referendum period. The Owner/Assignee agrees that failure to comply with this provision will subject the Owner/Assignee to payment of a fee to the City of Salisbury made payable prior to any development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. **DEVELOPMENT CONSIDERATIONS:**

A. **Costs and Fees:** The Owner agrees that it will pay costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan, shown as Attachment B.

C. **Contribution to Area Improvement:** The parties acknowledge that the proposed development of the Property will need to be reviewed and approved by the Salisbury-Wicomico County Planning Commission which will assess the development's impacts on area facilities and services prior to granting final approval(s) and may therefore place additional specific requirements on the project to address its impacts. Notwithstanding this and as a condition of annexation, the Owner/Assignee agrees to:

- i. Pay an assessment to the City in the amount of \$1,800.00 per dwelling unit prior to the issuance of a building permit as a contribution to municipal park, police, and fire facilities. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments or construction requirements that may be required to be paid or made under paragraphs D and E of this section or elsewhere.
- ii. To design, construct and install at the Owner's/Assignee's sole expense curbs, gutters, sidewalks, street lights, and street trees along the Property's frontage with Merritt Mill Road to City standards and specifications as part of the development of the Property and under the terms and conditions of a Public Works Agreement to be made between the Owner/Assignee and the City and/or County Department of Public Works.
- iii. To design and construct public sanitary sewer facilities as needed to serve the development on the Property. The parties acknowledge that connection to the existing public sewer system will need to be approved by the Department of Public Works. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. Owner/Assignee will be reimbursed these costs upon future development which utilizes this system.
- iv. Design and construct a public water distribution main as needed to serve development on the Property. Connection to the existing public water system will need to be approved by the Department of Public Works. A loop connection of the proposed water main to the existing water main in Merritt Mill Road will be required to be provided by the Owner/Assignee.

- v. Prior to making any connection to the sanitary sewer system, pay a pro-rata share of the cost of upgrading the Parkside Sewage Pump Station as to be determined by the Department of Public Works and consistent with other developments tying into this pump station.
- vi. As part of the development of the property, design and construct all offsite storm drainage facilities needed by the development. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. City shall reimburse the Owner/Assignee the additional costs as others tie-in.
- vii. When developed, dedicate right-of-way for all public streets, including acceleration and deceleration lanes on Merritt Mill Road, and a separate pedestrian/bicycle lane along the full length of the Property's frontage with Merritt Mill Road. Provide a 10-foot City of Salisbury utility easement adjoining all public streets on the Property and along the Property's frontage with Merritt Mill Road, for City utility locations.

D. Re-investment in Existing Neighborhoods: The Owner/Assignee agrees to pay a development assessment to the City in the amount of \$3,090.00 for each dwelling unit to be constructed prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by the County or the City, and any assessments that may be required to be paid under paragraphs C and E of this section or elsewhere.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Owner/Assignee agrees to pay a development assessment of \$2,000.00 per residential dwelling unit to the City of Salisbury prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in promoting the implementation of workforce or affordable housing programs to help close the gap between the market rate price of dwelling units in the City and the actual price that a prospective purchaser could afford, as determined by the City.

F. Escalation of Development Assessments: The per unit assessments set forth in paragraphs Ci, D, and E are subject to adjustment to reflect inflation. Beginning on January 1, 2014, the per unit assessments shall be subject to adjustment for inflation and this adjustment shall take place annually on the first day of January and continue until all assessments are paid. The assessments shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. At time of development, the Owner/Assignee agrees to accommodate pedestrian and bicycle access from Merritt Mill Road through the Property to the southernmost property line. Pursuant to this agreement and as contemplated on the concept development plan, the Owner/Assignee agrees to install, improve, and dedicate an 8-foot wide pedestrian/bicycle trail through the Property at time of development approval and to provide a 15-foot wide perpetual public use easement over the trail to the City of Salisbury.
- ii. The Owner/Assignee agrees to submit for Salisbury-Wicomico County Planning Commission approval, architectural and landscaping design standards that will guide and promote a unified appearance to the development on the Property.
- iii. The Owner/Assignee agrees to arrange the layout of walkways so as to connect these walkways to existing walkways or mutually agreed proposed walkways of the east side; and to arrange the layout of internal streets and walkways as indicated on the concept development plan for possible future connection to the undeveloped parcel adjoining the west side.
- iv. The Owner/Assignee agrees to achieve LEED credit points in collaboration with the Planning Commission for the project using the rating system established by the United States Green Building Council's 2009 LEED for Neighborhood Development Rating System (as Updated in 2011). The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location, its context, existing available services and established City criteria. Understanding this, and in order to establish a baseline, the City and Owner/Assignee will first agree to the total sum of LEED points unattainable due to these factors that are beyond the control of the Owner/Assignee. The sum of these points will then be deducted from the total points possible; the difference then divided by the total points possible to arrive at a baseline quotient. Prior to development approval, the Owner/Assignee shall submit specific findings, accepted by the Director of Planning, to demonstrate to the satisfaction of the Salisbury/Wicomico Planning Commission that the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient. In keeping with this provision, the Owner/Assignee agrees specifically to adhere to the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.

- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Owner/Assignee agrees to plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors for all dwelling units on the Property will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

H. Prior to development, the Owner/Assignee agrees to undertake a traffic study of the impact of development of the Property to area roadways and intersections and to design and construct improvements found by the Department of Public Works to be needed to mitigate negative impacts of the development which is to be set forth in a Public Works Agreement with the City and/or County to effectuate those improvements.

I. The Owner/Assignee represents that it will establish and incorporate a Homeowners' Association (HOA) covering all dwelling units on the Property and such Association shall take ownership, control, and responsibility of and for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed development, other than streets and/or other facilities to be accepted and maintained by the City.

J. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. **RECORD PLAT:**

When the property is developed, the Owner/Assignee will provide the City with a copy of the final record plat for the development.

9. MISCELLANEOUS:

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. Upon annexation, this Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing. Such notice shall be deemed to have been given when personally delivered to the party or parties or when enclosed in an envelope having the proper postage, addressed to the party or parties to receive such and deposited, as certified mail, return receipt requested, at a United States Post Office. The date at which such notice shall be deemed to have been given shall be the date of such deposit in the mail.

IF TO THE CITY:

Thomas Stevenson, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

S. Mark Tilghman, City Attorney
1185 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER:

Thomas F. Johnson, Jr., Pers. Representative
128 East Main Street
Salisbury, Maryland 21801

The parties hereto shall be responsible for notifying each other of any change of address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

Kimberly R. Nichols

THE CITY OF Salisbury, MARYLAND

By: [Signature]

WITNESS/ATTEST:

Julie S. Price

OWNER: Estate of Marian H. Smith

By: Thomas F. Johnson Jr.

Thomas F. Johnson Jr., Personal Representative

LIBER

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APPROVED AS TO FORM:

S. Mark Tilghman, City Attorney

STATE OF MARYLAND

COUNTY OF WICOMICO, to wit:

I HEREBY CERTIFY, that on this 15 day of JANUARY, 2014, before me, a Notary Public in and for the State aforesaid, personally appeared JAMES IRETOL, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Donna S Haag (SEAL)
Notary Public

My Commission Expires: 12-29-2014

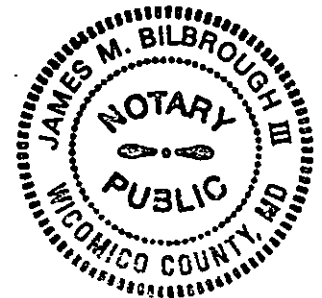
Donna S Haag
NOTARY PUBLIC
Wicomico County, Maryland
My Commission Expires 12-29-2014

I HEREBY CERTIFY, that on this 31ST day of January, 2014, before me, a Notary Public in and for the State aforesaid, personally appeared Thomas F. Johnson, Jr., who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Personal Representative of the Estate of Marian H. Smith, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and notarial seal.

James M. Bilbrough III (SEAL)
Notary Public

My Commission Expires: 1-28-2017



I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

S. Mark Tilghman, City Attorney



City of Salisbury – Wicomico County
DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410-548-4860
FAX: 410-548-4955



JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

RICHARD M. POLITT, JR.
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG
DIRECTOR OF ADMINISTRATION

September 20, 2013

Mr. Thomas F. Johnson, Jr.
128 E. Main Street
Salisbury, MD 21801

RE: ANNEXATION ZONING – Smith-Merritt Mill Road – M-39; G-7; P-33 & 542.

Dear Mr. Johnson:

The Salisbury Planning Commission at its September 19, 2013 meeting, forwarded a **FAVORABLE** recommendation to the City Council and the Wicomico County Council for **R-8A Residential** zoning of the annexation area upon the effective date of annexation to the City of Salisbury. This zoning is substantially consistent in density with the density permitted by the existing R-8 zoning district but differs from the uses permitted in the LB-1 zoning district. The Commission has also recommended that a Comprehensive Development Plan be submitted for Commission approval prior to development of this property.

This decision and recommendation will now be forwarded to the respective Councils for further action.

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

Sincerely,

John F. Lenox, AICP
Director
Salisbury/Wicomico Planning & Zoning

JFL:brt

cc: Michael Moulds, Director of City Public Works Department
Bill Holland, Director of Building, Permits and Inspections
Assessments

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2013 Legislative Session

Legislative Day No. 23

Resolution No. 141-2013

A RESOLUTION APPROVING A ZONING CLASSIFICATION OF R-8A RESIDENTIAL UPON ANNEXATION BY THE CITY OF SALISBURY, OF PROPERTY LOCATED ON THE SOUTHERLY SIDE OF MERRITT MILL ROAD, TAX MAP 39, PARCELS 33 AND 542.

Introduced by: The President of the Council at the request of the County Executive

WHEREAS, The City Administrator referred the Smith-Merritt Mill Road Annexation located on the easterly side of Salisbury to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the southerly side of Merritt Mill Road and consists of 11.21 acres of land. The property is currently zoned LB-1 Light Business and Institutional and R-8 Residential; and

WHEREAS, the Wicomico County Planning and Zoning Commission, on September 19, 2013, reviewed the proposed annexation and recommended R-8A Residential zoning for the 11.21 acres of property upon annexation to the City of Salisbury; and

WHEREAS, the Local Government Article of the Annotated Code of Maryland, Section 4-416 (b) provides that no municipality annexing land may for a period of five years following an annexation, permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the County applicable at the time of the annexation without the express approval of the County Council; and

WHEREAS, The Department of Planning Zoning and Community Development and the Wicomico County Planning and Zoning Commission recommend a finding that the proposed zoning classification is substantially consistent in density, with density permitted by the existing R-8 zoning district but differs from the uses permitted in the LB-1 zoning district, and that upon annexation to the City of Salisbury the property be zoned R-8A.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland that:

1. The proposed zoning classification is substantially different from the County's zoning classification as the uses differ from those permitted by the LB-1 zoning district.
2. The requested zoning classification of R-8A Residential may be applied to the property described above, upon annexation by the City of Salisbury without regard to the provisions of Section 4-204 of the Land Use Article as permitted by the Local Government Article, Section 4-416 (c) of the Annotated Code of Maryland.

Done at Salisbury, Maryland, this 19th day of November, 2013.

ATTEST:

LIBER

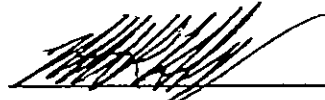
4 PAGE

029

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Matthew E. Creamer
Council Administrator

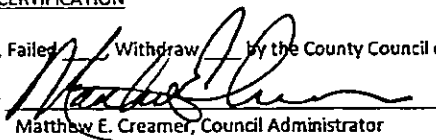


Matt Holloway
Council President

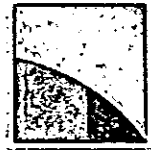
CERTIFICATION

This Resolution was Adopted ☒ , Adopted with Amendments ☐ , Failed ☐ , Withdraw ☐ by the County Council on N

Certified by


Matthew E. Creamer, Council Administrator

November
19th 2013

**JAKUBIAK ASSOCIATES**
INCORPORATED

To: Tom Stevenson, City Administrator
From: Jakubiak Associates, Inc.
Date: November 20, 2013
Re: Fiscal Impact, Merritt Mill / Smith Annexation

The Merritt Mill Road / Smith Annexation would provide 72 total dwelling units, including 16 duplex units and 56 townhouse units. The annexation is expected to have an overall net positive fiscal impact to the City estimated to be \$5,300 annually. This memorandum summarizes the costs and revenues associated with the Merritt Mill Road / Smith Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2014 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job. Some portion of all City services is fixed and therefore will remain constant in light of new households; this portion of the cost therefore is not assigned to new households¹.

It should be noted that this cost estimating approach assumes that the Annexation does not receive a more or less expensive level of service than the existing level of service provided to the average household for any City service. The annual cost of the proposed 72 new households to the City is \$52,230.

222 Courthouse Ct. Ste. 1C
Towson, Maryland 21204

tel: 442-895-4240

info@jakubiak.net
www.jakubiak.net

¹ It is worth noting however that for the purposes erring on the side of a conservative estimate of net impact for this Annexation, the full per residential unit cost of the following services: police, fire, permits and inspections, and neighborhood services, are assigned to each proposed unit of the development which has the effect of overstating the per unit cost and therefore understating the size of the positive fiscal impact.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax². The property tax rate is applied to the value of land and improvements (structures) thereon. The rate is \$0.884 per \$100 of assessed value. Since the assessed value of the proposed units is unknown, this study estimates assessed values by computing the average assessed value of at least three comparable properties in the City of Salisbury. For this project the 10-year old townhouse project immediately adjacent to the Merritt Mill Road / Smith annexation property was used to derive a comparable assessed value. The assessed value of these units, averaging nearly \$90,000 is low relative to other townhouse development projects in Salisbury where current values may fall within a range of \$129,000 to \$179,000. The source for the assessed values is the Maryland Department of Assessments and Taxation³.

The Annexation would include 56 townhouse units and 16 duplex units at an assumed assessed value of \$90,000 each. The total expected revenue from full development on the annexation parcel is \$57,280.

It is important to note that upon annexation of a property, the City of Salisbury would begin receiving some property tax revenues from the parcel. These revenues, which typically would occur prior to actual development (and hence, the provision of standard municipal services, i.e. costs) are not included.

The City also imposes or collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain city services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Merritt Mill Road / Smith Annexation with its proposed development in place will have a positive fiscal impact to the City of \$5,050 per year in constant 2013 dollars⁴.

² The City also imposes a personal property tax to commercial properties on the value of inventory, furniture, equipment, etc.

³ As assigned for the time period of July 1, 2013.

⁴ This study takes into account only "direct" costs and revenues that can be tied directly to each household. "Indirect" costs and revenues, which arise from increased demand for local commercial and industrial uses, are not considered in this model.

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 542 & 33

Map 39

Conditions:

1. Petitioner shall pay the advertising costs and associated annexation costs as required by City policy.
2. Petitioner shall sign an Annexation Agreement and/or submit Development Plans, which provide for compliance with City Code requirements and policies, including, but not limited to, the following:
 - A. A development assessment of \$3,000.00 per dwelling unit for beautification, restoration and revitalization improvements to existing neighborhoods;
 - B. A development assessment of \$2,000.00 per residential dwelling unit for implementation of a workforce housing program; and
 - C. A development assessment of \$1,800.00 per dwelling unit to pay for capital improvements to parks, fire, police, and other municipal facilities.

Signature of Petitioner/Property Owner:

Thomas F. Johnson, Jr.

Thomas F. Johnson, Jr., P.R. of
Marian Smith Estate # 16,425

3-13-07

Date

LIBER

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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 : 33 and 542

Map: 39

Conditions:

1. Petitioners shall be granted an exemption from City Real Property Tax until the property is sold, transferred, or requests water and / or sewer service.

SIGNATURES:

Marian H. Smith
MARIAN H. SMITH

4/27/06
DATE

DATE

LETTER OF INTENT

August 2, 2013

Mr. Thomas Stevenson, City Administrator
City of Salisbury Government Office Building
P.O. Box 870
Salisbury, Maryland 21803-0870

RE: Merritt Mill Road/Smith Annexation

Dear Mr. Stevenson:

I am the owner of Wicomico County property shown on Tax Map 39, Parcels 542 & 33 located on Merritt Mill Road. Salisbury MD. This letter indicates my intent to move forward with annexation of the aforementioned property based on the draft annexation agreement attached hereto.

Sincerely,

Thomas F. Johnson Jr.

Thomas F. Johnson Jr. Personal Representative
Estate of Marian H. Smith
Applicant/Petitioner/Property Owner
128 East Main
Salisbury MD 21811
Phone: 410-749-3791
E-Mail: tjohn24142@aol.com

NOTICE OF ANNEXATION TO THE CITY OF SALISBURY
"Merritt Mill Road/Smith Annexation"

A certain area of land situate contiguous to and binding upon the easterly corporate limit of the City of Salisbury, to be known as the "Merritt Mill Road/Smith Annexation" being an area located on the southerly side of and binding upon Merritt Mill Road, East of the intersection of Merritt Mill Road and Phillip Morris Drive.

NOTICE is hereby given by the Council of the City of Salisbury that, on December 9, 2013 Resolution No. 2356 was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area of land identified as "Merritt Mill Road/Smith Annexation," together with the persons residing therein and their real property, providing that all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules and Regulations of the City of Salisbury.

NOTICE is further hereby given by the City of Salisbury that the Council will hold a public hearing on said Resolution for the proposed annexation on Monday, January 13, 2014, at 6:00 p.m., in the Council Chambers, Government Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed area of annexation is as follows:

A certain area of land situate contiguous to and binding upon the Easterly corporate limit of the City of Salisbury, being an area located on the southerly side of and binding upon Merritt Mill Road, East of the intersection of Merritt Mill Road and Phillip Morris Drive; being all the property previously conveyed to John W. and Marion H. Smith, by deed dated February 3, 1951 and recorded in the land records of Wicomico County in Liber J.W.T.S. No. 324, Folio 262, and shown on Tax Map 39, Grid 7, as Parcel 33.

The proposed conditions of annexation are as follows:

- A. Subject properties to connect to City water and sewer system pursuant to City policy.
- B. Zoning will be "R-8A" and the housing density on the property shall not exceed 6.5 units per acre.
- C. The Property will be subject to the provisions of the Annexation Agreement and the Smith Estate Annexation Concept Plan.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolution and, if so enacted, the said Resolution provides that it shall take effect upon the expiration of forty-five (45) days following its passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article sections 4-408, 4-409, and 4-410 of the Annotated Code of Maryland.

A copy of said Resolution is posted and may be examined at the Government Office Building, Salisbury, Maryland.

vic 12/20, 27, '13

LIBER

4 PAGE 035

Received for Record Feb 27, 2014 and
recorded in the * of Wicomico
County, Maryland in Liber H.S.E.
No. 4 Folio 1-35
Mick J. Brown Clerk

*
City Ordinance
a
Resolution
records