

RESOLUTION NO. 2464

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND TO ENTER INTO AN AGREEMENT BETWEEN THE CITY, SALISBURY FIRE COMPANY # 2, INCORPORATED, AND MORRIS AND MORRIS LIMITED PARTNERSHIP FOR THE PURPOSE AND INTENT TO EXCHANGE IDENTIFIED PARCELS OF LAND TO BUILD A NEW FIRE STATION.

WHEREAS, the City of Salisbury owns the following real property: All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1412, and being more particularly described in a deed to the City, dated January 12, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1205, Folio 00841; and

WHEREAS, Salisbury Fire Company # 2, Inc. owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1413, and being more particularly described in a deed to Station 2, dated October 14, 2005, and recorded among the land records of Wicomico County, Maryland in Liber 2490, Folio 00316; and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1414, and being more particularly described in a deed to Station 2, dated June 10, 2014, and recorded among the land records of Wicomico County, Maryland in Liber 3717, Folio 00461; and

WHEREAS, Morris & Morris Limited Partnership owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1409, and being more particularly described in a deed to Morris & Morris, dated November 21, 2000, and recorded among the land records of Wicomico County, Maryland in Liber 1781, Folio 00892; and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1410, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558; and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1411, and being more particularly described in a deed, to Morris & Morris, dated May 26, 1995, and recorded among the land records of Wicomico County, Maryland in Liber 1442, Folio 00533; and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1418, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00554; and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1415 and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558; and

WHEREAS, the right, title and interest to all that land or parcels of land situate in the City of Salisbury, Parson Election District, Wicomico County, Maryland described in deed, from East Salisbury Fire Company No. 2 to the City, dated June 22, 1936, and recorded among the land records of Wicomico County, Maryland in Liber 196, Folio 00324 ("Parcel 496") is owned by the City and Salisbury Fire Company # 2 joins in this Agreement, in part, to evidence its intent to release Parcel 496 from the restrictive covenants in favor of Salisbury Fire Company # 2; and

WHEREAS, Morris & Morris Limited Partnership covenants and agrees to convey all its right, title and interest to the Morris & Morris Properties unto the City; and

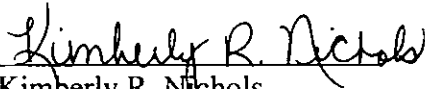
WHEREAS, Salisbury Fire Company # 2 covenants and agrees to convey all its right, title and interest to the Salisbury Fire Company # 2 properties unto the City; and,

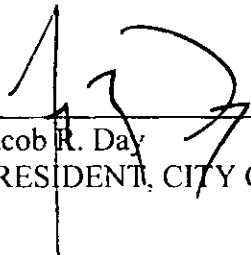
WHEREAS, Salisbury Fire Company # 2 and the City covenant and agree to convey any and all right, title and interest each has to Parcel 496, as the case may be, unto Morris & Morris Limited Partnership.

NOW, THEREFORE BE IT RESOLVED, that the City shall enter into a agreement between the City, Salisbury Fire Company # 2, Incorporated, and Morris and Morris Limited Partnership for the purpose and intent to exchange the identified parcels of land to build a new fire station, and the Mayor is hereby authorized to execute the necessary agreement (as finally approved by the City Solicitor), a proposed copy of which is attached hereto as Exhibit A.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on Monday, November 24, 2014 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols
CITY CLERK


Jacob R. Day
PRESIDENT, CITY COUNCIL


James Ireton, Jr.
MAYOR, CITY OF SALISBURY

Approved this 26th day of Nov 2014.



*From the Office
of the
Fire Chief*

To: Tom Stevenson, City Administrator

Date: 06 November 2014

From: Richard A. Hoppes, Chief of the Department

Subject: Fire Station 2 Land Acquisition Agreement Approval

To complete the process of acquiring the land necessary to complete the Fire Station 2 Project, an agreement (Agreement) has been established to facilitate the process of mutual agreement between the City, Salisbury Fire Company # 2 (FS 2), and Morris and Morris Limited Partnership (Morris family). It is the department's request to present this agreement to City Council for approval to finalize this project.

The intent of the Agreement is to exchange parcels of land between the parties named above as follows:

- City relinquishes ownership of 801 Brown Street to the Morris family.
- FS 2 relinquishes ownership of 413 and 417 Naylor Street to the City
- Morris family relinquishes ownership of 411 Naylor Street, 804 Brown Street, 806 Brown Street, and 808 Brown Street to the City

Once approved the process of finalizing this agreement will begin by legal execution of the agreement in its entirety with all deeds/rights of ownership executed in full.

It is our recommendation that the City Council approve the Agreement as proposed herein and attached. Unless the Mayor has further questions, please advance this memorandum to the City Council. As always feel free to contact me with any questions you may have at 410-548-3120 X 103 or at rhoppes@ci.salisbury.md.us .

**This is a Department Specific Communication Intended for Internal Use Only
Unauthorized Use is Strictly Prohibited**

**AGREEMENT
BETWEEN
CITY OF SALISBURY, MARYLAND
AND
SALISBURY FIRE COMPANY, NO. 2, INC.
AND
MORRIS & MORRIS LTD PARTNERSHIP**

THIS AGREEMENT is dated this 17th day of December, 2014, by and between the CITY OF SALISBURY, MARYLAND, a municipal corporation of the State of Maryland (the "City"), SALISBURY FIRE COMPANY, NO. 2, INC. ("Station 2"), a Maryland corporation in good standing, and MORRIS & MORRIS, LTD PARTNERSHIP ("Morris & Morris"), a Maryland limited partnership in good standing (collectively the "Parties").

Recitals

WHEREAS, the City owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1412, and being more particularly described in a deed to the City, dated January 12, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1205, Folio 00841 (the "City Property"). (A copy of the aforesaid deed to the City Property is attached hereto as *Exhibit A*.)

WHEREAS, Station 2 owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1413, and being more particularly described in a deed to Station 2, dated October 14, 2005, and recorded among the land records of Wicomico County, Maryland in Liber 2490, Folio 00316 ("Station 2 Property 1"); and,

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1414, and being more particularly described in a deed to Station 2, dated June 10, 2014, and recorded among the land records of Wicomico County, Maryland in Liber 3717, Folio 00461, ("Station 2 Property 2") (Station 2 Property 1 and Station 2 Property 2 are collectively referenced herein as the "Station 2 Properties"). (A copy of each of the deeds to the Station 2 Properties are attached hereto as *Exhibit B* and *Exhibit C*).

WHEREAS, Morris & Morris owns the following real property:

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1409, and being more particularly described in a deed to Morris & Morris, dated November 21, 2000, and recorded among the land records of Wicomico

County, Maryland in Liber 1781, Folio 00892 (ITEM ONE) (“Morris & Morris Property 1”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1410, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558 (ITEM FIRST) (“Morris & Morris Property 2”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1411, and being more particularly described in a deed, to Morris & Morris, dated May 26, 1995, and recorded among the land records of Wicomico County, Maryland in Liber 1442, Folio 00533 (“Morris & Morris Property 3”);

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1418, and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00554 (“Morris & Morris Property 4”); and

All that land or parcels of land situate in the City of Salisbury, Parsons Election District, Wicomico County, Maryland referenced as Map 0104, Grid 0017, Parcel 1415 and being more particularly described in a deed to Morris & Morris, dated December 14, 1990, and recorded among the land records of Wicomico County, Maryland in Liber 1240, Folio 00558 (ITEM SECOND) (“Morris & Morris Property 5”).

(Morris & Morris Property 1, Morris & Morris Property 2, Morris & Morris Property 3, Morris & Morris Property 4 and Morris & Morris Property 5 are collectively referenced herein as the “Morris & Morris Properties”). (A copy of each of the deeds to the Morris & Morris Properties are attached hereto as *Exhibit D, Exhibit E, Exhibit F, Exhibit G* and *Exhibit H*).

WHEREAS, the right, title and interest to all that land or parcels of land situate in the City of Salisbury, Parson Election District, Wicomico County, Maryland described in deed, from East Salisbury Fire Company No. 2 to the City, dated June 22, 1936, and recorded among the land records of Wicomico County, Maryland in Liber 196, Folio 00324 (“Parcel 496”) is owned by the City.(a copy of the deeds conveying Parcel 496 to the City is attached hereto as *Exhibit I*), and Station 2 joins in this Agreement, in part, to evidence its intent to release Parcel 496 from the restrictive covenant in favor of Station 2.

WHEREAS, Morris & Morris covenants and agrees to convey all its right, title and interest to the Morris & Morris Properties unto the City.

WHEREAS, Station 2 covenants and agrees to convey all its right, title and interest to the Station 2 Properties unto the City.

WHEREAS, Station 2 and the City covenant and agree to convey any and all right, title and interest each has to Parcel 496, as the case may be, unto Morris & Morris.

WHEREAS, the City covenants and agrees that any and all lands conveyed to the City hereunder shall be used to construct a fire station as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

I. **Purpose.** The purpose of this Agreement between the Parties shall be to convey certain properties described hereinabove, to each of the other Parties, as the case may be, and to provide for the execution of such documents as may be necessary to effectuate the conveyances of such properties. Each of the parties hereby certifies that this Agreement has been formally approved by appropriate action of its governing body and that the person executing this Agreement is authorized to do so on behalf of each Party.

II. **Duration.** The term of this Agreement shall be thirty-six (36) months, unless otherwise agreed to in writing by the Parties.

III. **Covenants of the City.** The City covenants and agrees to the following:

(a) After completion of construction of the new Fire Station, the City shall join with Station 2, in a deed, to convey any and all right, title and interest the City has to Parcel 496, as the case may be, unto Morris & Morris.

(1) Prior to the execution of the deed conveying Parcel 496 to Morris & Morris, the City shall raze, i.e. demolish, at its sole cost and expense, any and all buildings, improvements and fixtures located on Parcel 496. Upon razing any and all buildings, improvements and fixtures located on Parcel 496, the City shall clear the entire premises of Parcel 496 of any and all debris and shall mow the entire premises of Parcel 496, and upon the completion of said mowing, the City shall plant grass seed on the entire premises of 496.

(2) Prior to the execution of the deed by the City conveying Parcel 496 to Morris & Morris, the City shall provide Morris & Morris an environmental certification from a certified environmental testing company stating that Parcel 496 is free from environmental contamination.

(3) Prior to the execution of the deed conveying the Morris & Morris Properties to the City, the City shall have Parcel 496 appraised to determine its value after the removal of all buildings and removal of all debris. Concurrently, the City shall also obtain an appraisal of Parcels 1409, 1410, 1411, 1418 and 1415 currently owned by Morris & Morris LTD Partnership. The City shall accept a charitable donation of the difference in appraised value between City Parcel 496 and the Morris & Morris Properties. Any attorney's fees incurred by Morris & Morris LTD Partnership to accomplish this transfer shall be considered a charitable donation to the City.

(4) The City shall also convey all of its right, title and interest in the area designate as "85 X 85 Parking Easement" on a plat entitled "Resubdivision Parcel 495 Map 104, City of Salisbury," attached hereto.

(b) Any and all lands conveyed to the City by each of Station 2 and Morris & Morris hereunder shall be used to construct a fire station (the "Fire Station") to provide fire services to the Salisbury Fire District. The City shall permit Station 2 to conduct its operations from the Fire Station, pursuant to the terms and conditions set forth in the City code, as long as the Fire Station is operated by the City for the purpose of providing fire services to the Salisbury Fire District.

(c) The City shall pay all costs related to any planning, design, architectural, engineering, permitting, legal or other consultative service reasonably necessary to complete the construction of the Fire Station.

IV. Covenants of Station 2. Station 2 covenants and agrees to the following:

(a) Station 2 shall convey all its right, title and interest to the Station 2 Properties unto the City without restriction or limitation.

(b) Station 2 shall join with the City, in a deed to convey any and all right, title and interest Station 2 has to Parcel 496, as the case may be, unto Morris & Morris, and release Parcel 496 from the covenant that it be used as a Fire Station to house Station 2.

(c) Station 2 shall pay all costs and legal fees associated with the negotiation of this Agreement by its attorney and the transfer of the real properties that are the subject of this Agreement.

V. Covenants of Morris & Morris. Morris & Morris covenants and agrees to the following:

(a) Within thirty (30) days of the execution of this Agreement and completion of the appraisals, Morris & Morris shall convey all its right, title and interest in the Morris & Morris Properties unto the City.

(b) After the completion of the City appraisals described in Section III(a)(3), Morris & Morris Limited Partnership shall donate the difference between the appraised value of City Parcel 496 and the appraised value of the Morris & Morris Properties as a charitable donation to the City, together with a charitable donation for the attorney's fees incurred by Morris & Morris LTD Partnership to accomplish this transfer.

VI. Covenants of All Parties. The Parties agree to execute any further assurances and documents and to take such further actions reasonably necessary to fulfill the intent of this Agreement.

VII. Miscellaneous Provisions.

(a) The Recitals to this Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

(b) This Agreement contains the entire agreement among the Parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters

provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party affected.

(c) All of the covenants and agreements in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective heirs, guardians, personal and legal representatives, successors and assigns.

(d) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland.

(e) In the event that one or more of the provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(f) The descriptive headings of the several actions and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(g) Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice-versa.

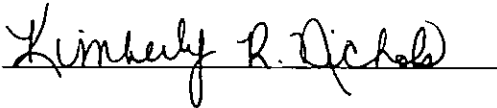
(h) This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

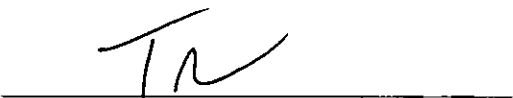
(i) This Agreement and all the terms and conditions thereof shall not be construed or enforced in favor of or against any party hereto by reason of the fact that that party or that party's agent or attorney drafted all or any part of the within Agreement.

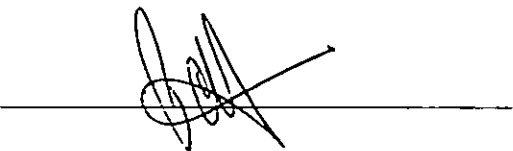
(j) This Agreement shall not be recorded among the land records of Wicomico County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under their respective hands and seals as of the day and year first above written.

ATTEST:



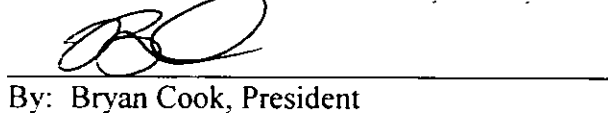




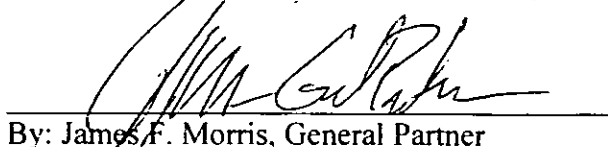
CITY OF SALISBURY


By: James Ireton, Mayor

SALISBURY FIRE COMPANY, NO. 2, INC.


By: Bryan Cook, President

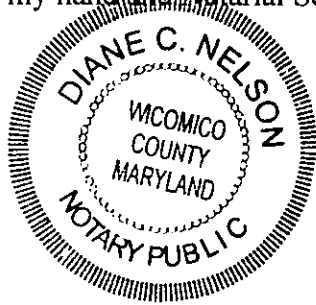
MORRIS & MORRIS, LTD PARTNERSHIP


By: James F. Morris, General Partner

STATE OF Maryland, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES IRETON, who acknowledged himself to be the MAYOR of THE CITY of SALISBURY, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Diane C Nelson

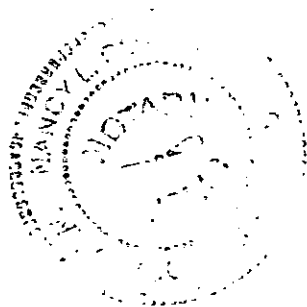
NOTARY PUBLIC

My Commission Expires: 5-16-18

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRYAN COOK, who acknowledged himself to be the PRESIDENT OF THE SALISBURY FIRE COMPANY, NO. 2, INC., and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Nancy Z. Chipperger

NOTARY PUBLIC

My Commission Expires: 5/8/17

STATE OF MARYLAND WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of December 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jim Morris, who acknowledged himself to be the General Partner of MORRIS & MORRIS, LTD PARTNERSHIP, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said limited partnership for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Martha Q. Minton

NOTARY PUBLIC

My Commission Expires: 12/30/17

