

RESOLUTION NO. 2565

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land situate, contiguous to and binding upon the northerly and westerly corporate limit of the City of Salisbury, to be known as the "Malone - Snow Hill Road Annexation," and the application of a City zoning classification to same area, being an area located on the northerly side of and binding upon E. College Avenue, in the northwest quadrant of the intersection of Snow Hill Road and E. College Avenue.

WHEREAS the City of Salisbury has received a petition to annex dated December 18, 2014, 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 northerly side of and binding upon E. College Avenue, in the northwest quadrant of the intersection of Snow Hill Road and E. College Avenue; said parcel being contiguous to and binding upon the northerly and westerly 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 signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of September 17, 2015, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS it appears that the petition dated December 18, 2014 meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for December 14, 2015 at 6:00 p.m.

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

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CLERK, WICOMICO CO

as to annex to and include within said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the northerly side of E. College Avenue, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

AND BE IT FURTHER RESOLVED BY 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.

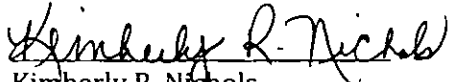
AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the General Commercial Zoning District. Said property is presently classified as Select Commercial under the zoning laws of Wicomico County.

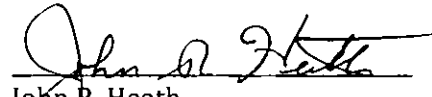
AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on December 14, 2015, at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in at least one 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, which date shall be no sooner than 15 days after the final required date of publication specified above.

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.

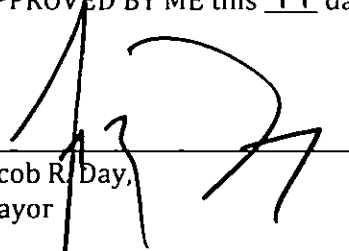
The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the 26 day of October, 2015, having been duly published as required

by law in the meantime a public hearing was held on the 14 day of December, 2015, and was finally passed by the Council at its regular meeting held on the 14 day of December, 2015.

  
\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

  
\_\_\_\_\_  
John R. Heath,  
Council President

APPROVED BY ME this 17 day of DECEMBER, 2015.

  
\_\_\_\_\_  
Jacob R. Day,  
Mayor

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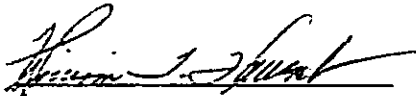
# Memorandum

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**To:** Tom Stevenson, City Administrator  
**CC:** Julia Glanz, Assistant City Administrator  
**From:** William T. Holland  
**Date:** 10/14/2015  
**Re:** Malone Annexation

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Attached are the materials for the Malone Annexation which is scheduled for the October 26<sup>th</sup> City Council meeting. The purpose of this annexation to be on the agenda is to introduce the annexation and set a date for the public hearing. Please contact me if anyone has any questions.



William T. Holland

## MEMORANDUM

To: Thomas Stevenson, City Administrator  
From: Christopher Jakubiak, AICP  
Date: October 13, 2015  
Re: Fiscal Impact, Malone – Snow Hill Road Annexation

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The Malone – Snow Hill Road Annexation would add 2.71 developable acres to the City. The annexation is expected to have an overall net positive fiscal impact to the City estimated to be \$4,970 annually. This memorandum summarizes the costs and revenues associated with the Malone – Snow Hill Road Annexation.

**Cost**

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2016 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 and in the present case, solely jobs since the project is entirely commercial. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the cost therefore is not assigned to new development<sup>1</sup>. The estimated annual cost to the City is \$18,090.

**Revenues**

When land is annexed into Salisbury it is subject to the municipal real property tax. The property tax rate is applied to the value of land and improvements (structures) thereon. The rate is \$0.937 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 multiple comparable properties in the City of Salisbury. The source for the assessed values is the Maryland Department of Assessments and Taxation.

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<sup>1</sup> It is worth noting however that for the purpose of erring on the side of a conservative estimate of net impact for this Annexation, a full per employment unit cost for the police, fire, permits and inspections, and neighborhood services is assigned to each proposed unit of the commercial development, which has the effect of overstating the per unit cost and therefore understating the size of the positive fiscal impact.

Under the proposed concept development plan, the Annexation Property would be divided into two parcels. Parcel A would comprise 1.69 acres and feature 9,100 square feet of commercial retail/service/office space. Parcel B would comprise 1.02 acres and feature a fast food restaurant. The total expected revenue from full development on the annexation parcel is \$23,060.

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses in the Annexation Area are also not included in this analysis. Therefore, in this respect, the study undercounts revenue potential from the Annexation Area.

It is also 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.

Lastly, the City 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.

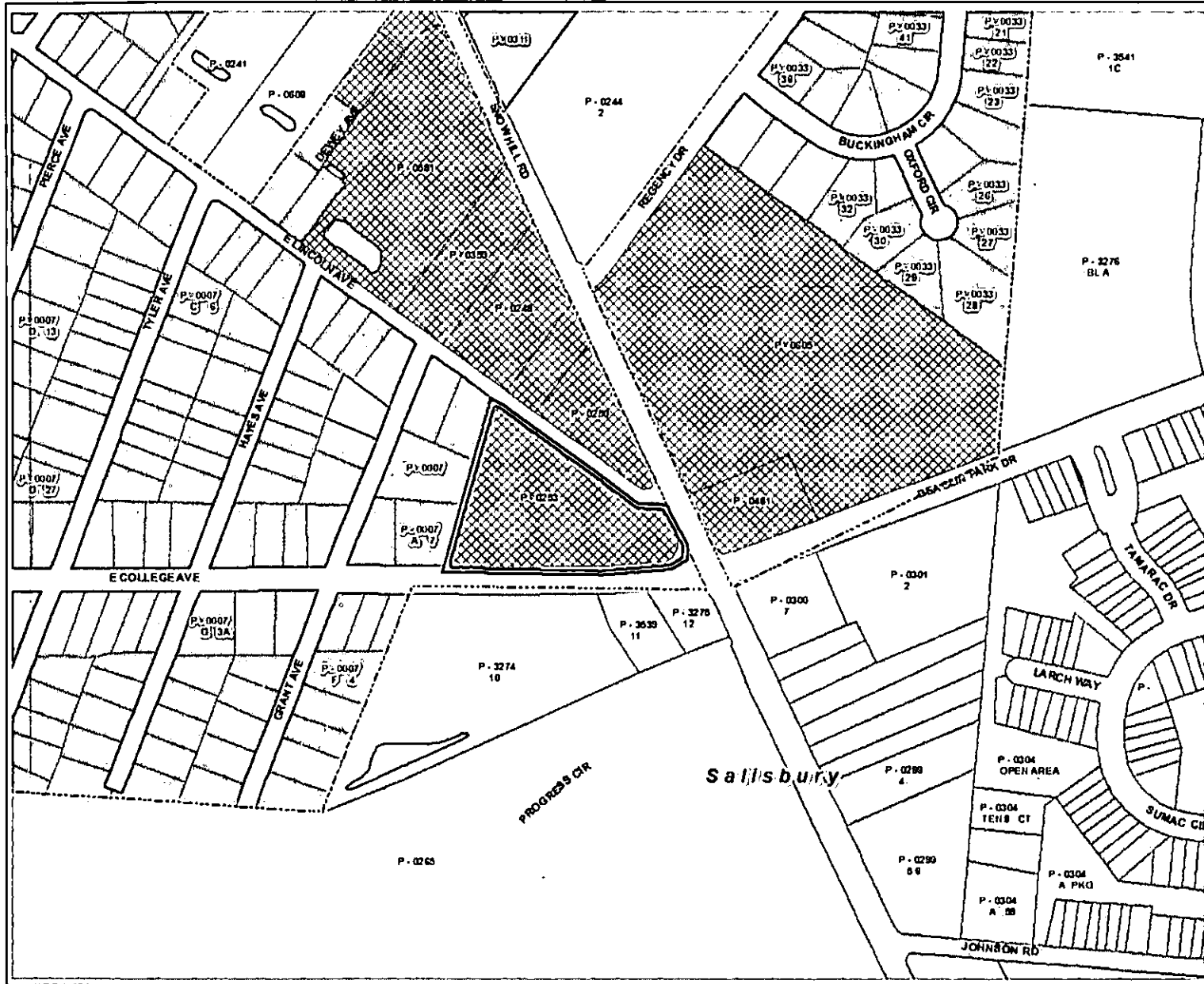
### **Conclusion**

The Malone – Snow Hill Road Annexation with its proposed development in place will have a positive fiscal impact to the City of \$4,970 per year in constant 2013 dollars<sup>2</sup>.

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<sup>2</sup> 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.

# WICOMICO COUNTY ZONING MAP



- Bridges
- Chesapeake Bay Critical Area
- Historic Districts
- 8000 ft Turning Radius
- Airport Overlay District
- Neighborhood Preservation District
- Salisbury Critical Area
- Wicomico County Boundary
- Wicomico SDE Railroads
- Building Permits
- Wicomico SDE Airport Runways Taxways
- Wicomico SDE Municipal Areas
- Wicomico BZA Activity
- Parcels
- Municipal Names
- Street Centerlines
- Water Bodies
- Wicomico SDE WicoZoning\_sept18\_2011

Zone\_Long

- A - 1 Agricultural - Rural
- Airport Business Park
- C - 1 Select Commercial
- C - 2 General Commercial
- C - 3 Regional Commercial
- CID Corporate Industrial District
- I - 1 Light Industrial
- I - 2 Heavy Industrial
- LB - 1 Light Business & Institutional
- LB - 2 Light Business & Residential
- R - 8 Residential
- R - 15 Residential
- R - 20 Residential
- R - 30 Residential
- REC Residential, Educational & Cultural
- TT Town Transitional
- VC Village Conservation
- Municipality

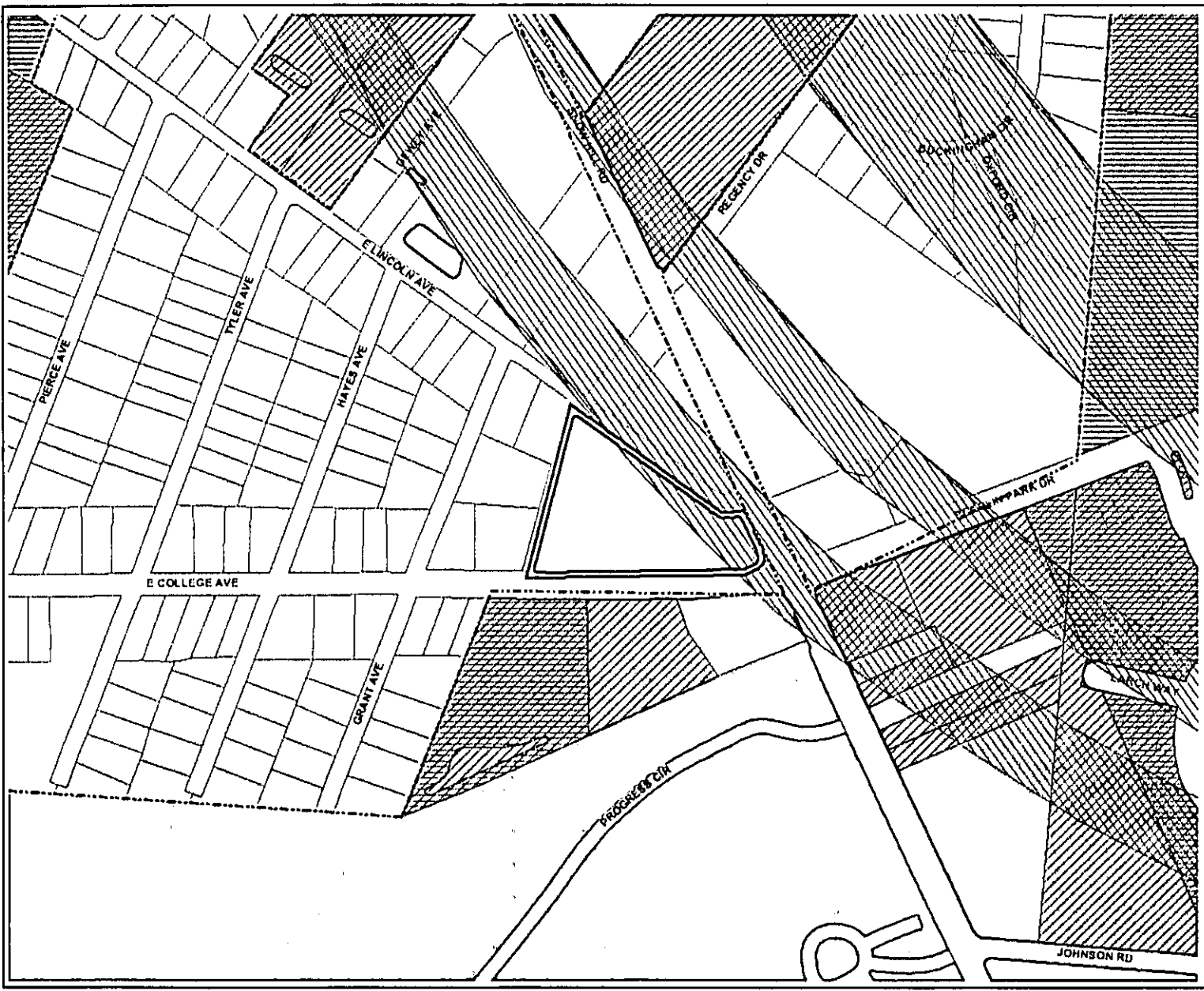
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100 ft

## Malone Annexation Petition - County Zoning

# CITY OF SALISBURY

## Salisbury Zoning

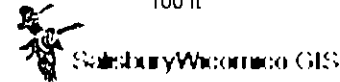


- Pateochannel
- Wellhead Protection Area
- Streams
- Water Bodies
- Street Numbers
- Salisbury BZA Cases
- Municipal Areas
  - CAD
    - Delmar
    - Frutland
    - Hebron
    - Mardela
    - Pittsville
    - Salisbury
    - Sharptown
    - Willards
  - Roadroads
- Parcels
- Critical Area
- Historic Districts
  - Dist\_Name
    - Camden Historic District
    - Downtown Historic District
    - Newtown Historic District
- Salisbury Zoning
  - CITY\_ZON
    - College & University
    - Conservation
    - CBD
    - LBI
    - General Commercial
    - Reg Comm
    - MUNR
    - Select Commercial
    - Hospital
    - Ind
    - Ind Park
    - L Ind
    - Neighborhood Business
    - OSH
    - OSR
    - PDD
    - PRD
    - R - 5
    - R - 5 A
    - R - 8
    - R - 8 A
    - R - 10
    - R - 10 A
    - Riverfront Redevelopment
- Street Centerlines

LIBR0004 FOLD082

100 ft

### Malone Annexation Petition - City Zoning Map





# CITY OF SALISBURY

## PETITION FOR ANNEXATION

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To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 253

\_\_\_\_\_

\_\_\_\_\_

Map # 48

SIGNATURE (S)

*Sandy Malone*

*Dec 18, 2014*  
Date

*Fatih K. Malak*

*12/22/14*  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

LIBER 0004 FOLIO 084

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

# City of Salisbury



MARYLAND

Salisbury



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

### MALONE PROPERTY – SNOW HILL ROAD 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.

Leslie C. Sherrill  
Surveyor

Date: 9/17/15

Malone – Snow Hill Road Certif.

## EXHIBIT "A"

## MALONE – SNOW HILL ROAD ANNEXATION

A CERTAIN AREA OF LAND, contiguous to and binding upon the northerly and westerly Corporate Limit of the City of Salisbury to be known as "Malone – Snow Hill Road Annexation" beginning for the same at a point on the Corporate Limit, said point lying where the southerly side of East College Avenue intersects the westerly side of MD Route 12, Snow Hill Road X 1,206,514.01, Y 190,446.26; thence running by and with the westerly side of said Snow Hill Road North twenty-five degrees zero minutes zero seconds West (N 25° 00' 00" W) one hundred eighty-four decimal six, zero (184.60) feet to a point X 1,206,436.00, Y 190,613.56; thence South sixty-five degrees zero minutes zero seconds West (S 65° 00' 00" W) eighteen decimal three, zero (18.30) feet to a point where the westerly right of way line of Snow Hill Road intersect the southerly right of way line of East Lincoln Avenue X 1,206,419.41, Y 190,605.83; thence by and with the said line of East Lincoln Avenue the following three courses: (1) with a curve to the left, having a radius of one hundred sixty (R = 160.00) feet and a length of twenty-nine decimal five, five (29.55) feet, a chord bearing of North sixty-seven degrees zero minutes fifty-three seconds West (N 67° 00' 53" W) a chord distance of twenty-nine decimal five, one (29.51) feet to a point X 1,206,392.25, Y 190,617.35; (2) with a curve to the right, having a radius of two hundred forty-five decimal zero, zero (R = 245.00) feet and a length of eighty-two decimal eight, four (82.84) feet, a chord bearing of North sixty-two degrees thirty-seven minutes ten seconds West (N 62° 37' 10" W) a chord distance of eighty-two decimal four, five (82.45) feet to a point X 1,206,319.04, Y 190,655.27; (3) North fifty-two degrees fifty-five minutes fifty-eight seconds West (N 52° 55' 58" W) three hundred sixty decimal three, one (360.31) feet to a point at the northwesterly corner of the lands of Patricia & Dana Malone X 1,206,031.54, Y 190,872.45; thence running with the westerly boundary line of said property South twenty-one degrees fifty-one minutes fifty-three seconds West (S 21° 51' 53" W) four hundred four decimal zero, zero (404.00) feet to a point on the northerly right of way line of East College Avenue X 1,205,881.08, Y 190,497.51; thence crossing the said road South twenty degrees fifty-six minutes six seconds West (S 20° 56' 06" W) forty-six decimal two, one (46.21) feet to a point on the Corporate Limit X 1,205,864.57, Y 190,454.35; thence running with the Corporate Limit South eighty-nine degrees seventeen minutes eleven seconds East (S 89° 17' 11" E) six hundred forty-nine decimal four, nine (649.49) feet to the point of beginning and containing 3.502 acres, being the lands of Patrick & Dana Malone, Parcel 253 shown on Tax Map 39, and a portion of East College Avenue and Snow Hill Road. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

REPORT OF ANNEXATION PLAN

*for the*

E. COLLEGE AVENUE – MALONE  
ANNEXATION  
TO THE CITY OF SALISBURY

Exhibit B

*September 22, 2015*

This Annexation Plan is consistent with the Municipal Growth Element of the City of Salisbury's adopted Comprehensive Plan. The following are milestones in the public review and consideration of the proposed Annexation.

- At a work session on April 6, 2015, the Salisbury City Council reviewed the proposed annexation.
- On May 21, 2015, the Salisbury – Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for General Commercial zoning of the Property upon annexation.
- At a Salisbury City Council work session on October 5, 2015, the City Council formally reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed an Annexation resolution be drafted for review.
- A City Council County meeting held on October 26, 2015, the City Council formally reviewed this Annexation Plan and the Annexation Resolution and directed a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council and Executive for comment within 30 days of the public hearing as provided for by State law.

1.0

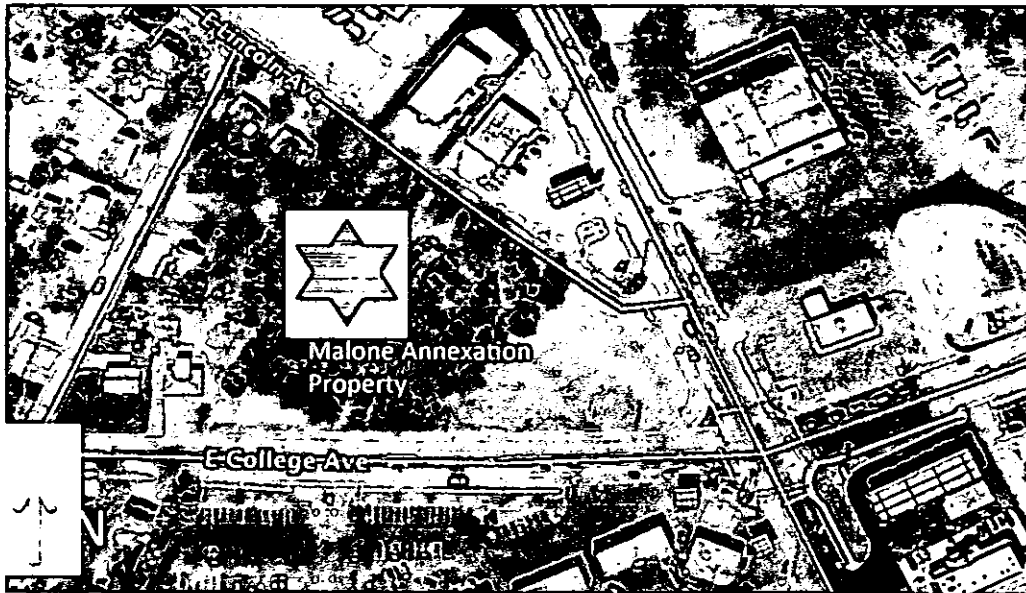
**GENERAL INFORMATION AND DESCRIPTION**

1.1 Petitioners

The petitioners are Patrick K. and Dana G. Malone at 8 Shavannah Drive East, in Bear, Delaware 19701.

1.2 Location

The Property is located at the intersection of E. College Avenue and Snow Hill Road (MD Route 12). E. College Avenue borders it on the south, E. Lincoln Avenue on the north, and Snow Hill Road (MD 12) on the east. The image below is an aerial photograph of the immediate vicinity. The right-of-way of E. College Avenue along the Property's frontage will also be annexed since the City's current limits run along the south side of E. College Avenue.

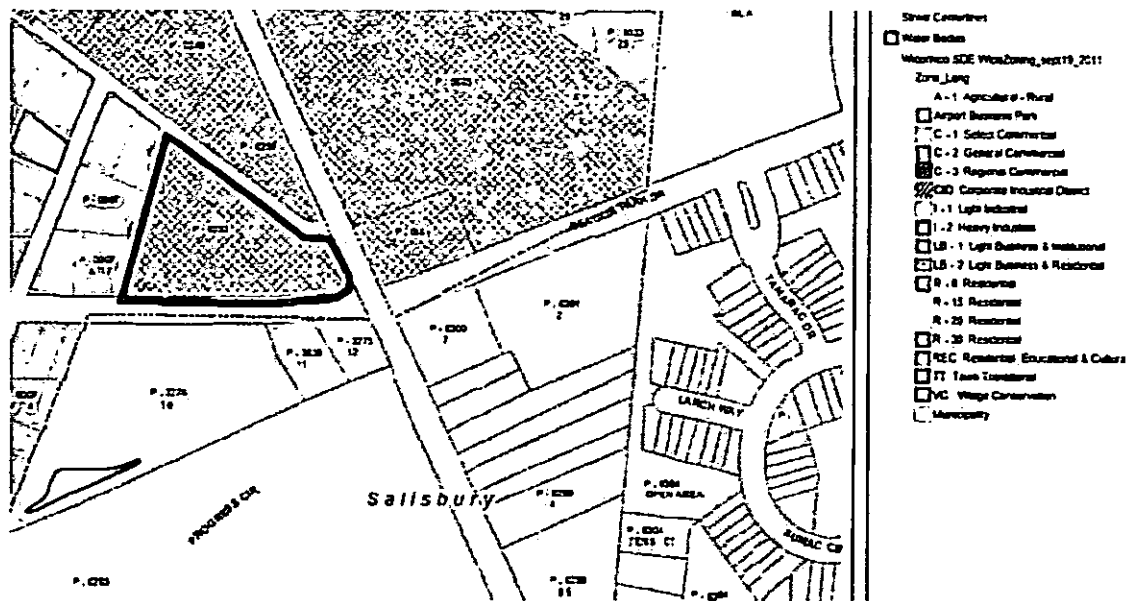


1.3 Property Description

Attachment "1" shows the survey of the Property and Exhibit "A" provides a metes and bounds description of the Property. The Malone Property is 2.71 acres of land and is improved with a house and detached garage. The entire annexation area, which includes the right-of-way of College Avenue, approximates to 3.3 acres.

1.4 Existing Zoning

The Property is zoned C-1, Select Commercial. The existing zoning is shown in the excerpt from the Wicomico County Zoning Map below. The Property adjoins an R-8 (Residential) zone on its western side.



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 2010. The Property is located within the City's designated municipal growth area with a recommended land use of "Commercial".

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 General Commercial. Per Section 17.36.010 of the City Zoning Ordinance, the purpose of the District is “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities.” In a letter to the Mayor and City Council dated May 22, 2015 recommending the annexation, the Planning Commission noted that the City’s General Commercial District is substantially consistent with the existing County zoning of C-1, Select Commercial because of the types of uses permitted.

2.3 Proposed Land Use

The petitioners prepared a conceptual development plan for the Property. They propose to subdivide the Property into two commercial lots and develop each: Parcel A with a 9,100 square foot commercial / retail building and Parcel B with a 4,760 square foot fast food restaurant. Parcel B, which is programed for the more intensive commercial use is located further away from the existing residential properties. See Attachment “2”. 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

E. College Avenue and E. Lincoln Avenue would provide access to the Property via proposed commercial driveways. As proposed, the curb line along westbound E. College Avenue would be relocated in order to construct a deceleration lane into the commercial site and a short acceleration lane out of the site. The City Department of Public Works will ultimately evaluate and make a determination about this proposed access configuration upon the developer’s submittal of the project for City development plan review to be undertaken by the Salisbury-Wicomico County Planning Commission.

A sidewalk would be built along the full road frontage around the perimeter of the site. The Annexation Agreement between the City and the Petitioner provides that the developer will install crosswalks over Snow Hill Road and E. College Avenue and other pedestrian improvements at the intersection of E. College Avenue and Snow Hill Road at the direction of the City Department of Public Works and State Highway Administration. The State Highway Administration will require a traffic study when a development plan is eventually submitted to the City.

3.2 Water and Wastewater Treatment

Development of Property in keeping with its conceptual development plan would create a demand of 2,400 gallons per

day. The developer would connect, at its expense, to existing public water and sewerage facilities in the area at the direction of the City Department of Public Work and there are no Public Works concerns about the feasibility or capacity to serve this Property upon its development. There is adequate capacity to serve the Property. The City's allocation of water and sewer taps will be dictated by the City's allocation plan.

3.3 Schools

As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.

3.4 Parks and Rec.

As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.

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:

Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.

3.8 Waste Collection

Commercial development in the City is served by independent waste haulers.

**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 located at a heavily traveled major City intersection with commercial automobile service uses on both its north and south sides. Snow Hill Road (MD Route 12), a major commercial route and a classified Principal Arterial roadway, is developed with a variety of commercial uses oriented to the highway. E. College Avenue / Beaglin Park Drive is also a road of citywide significance. It is Minor Arterial roadway and connects U.S. Route 50 to Business U.S. Route 13 and many activity centers between them and beyond. Commercial development of this parcel is not incompatible with these road functions; however, care will need to be taken to ensure that the



traffic impacts (such as tuning movements into and out of the site) do not degrade roadway or intersection capacity or function.

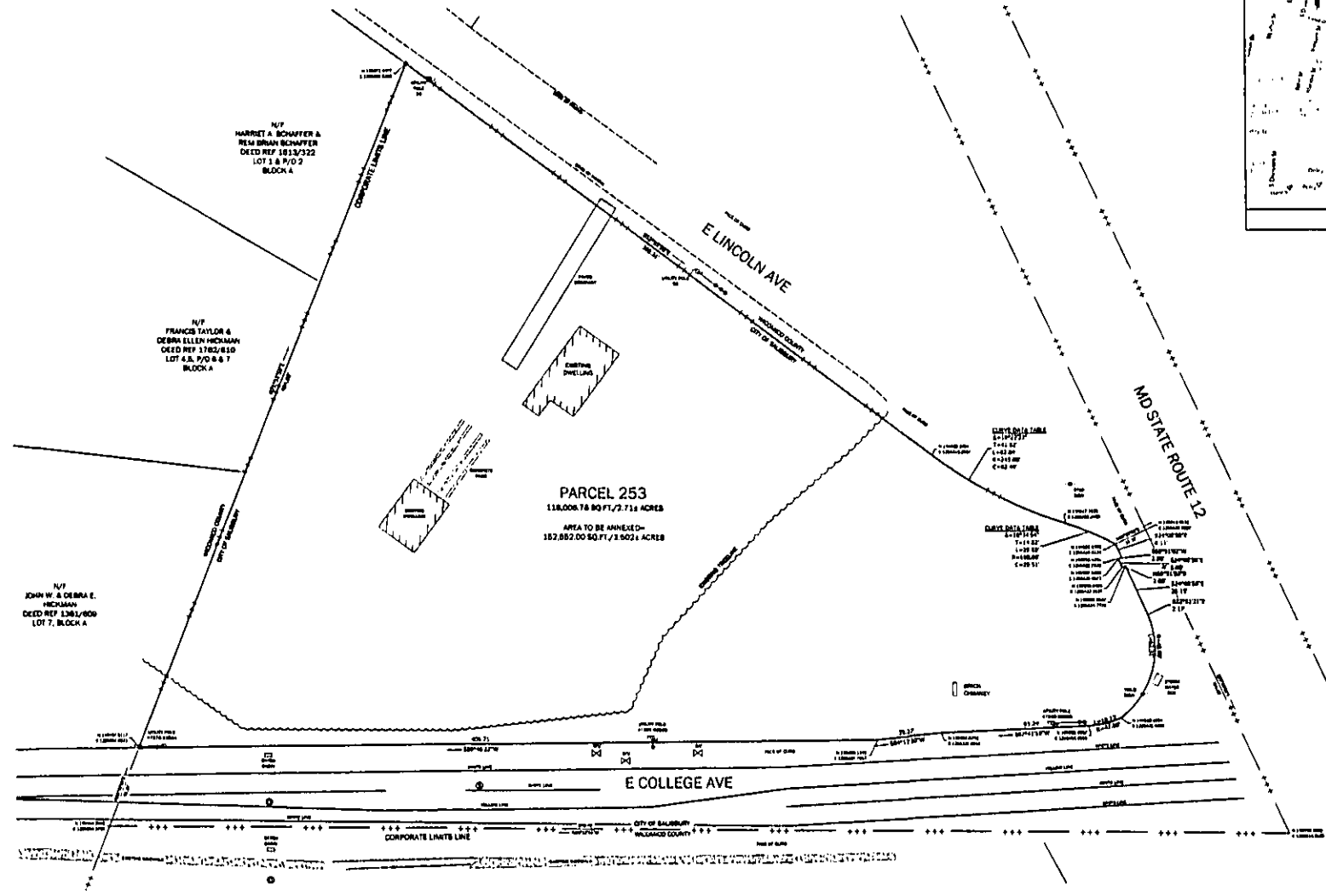
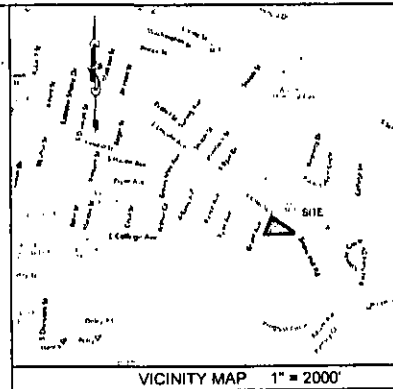
The development of the site would provide commercial services that could meet the needs of motorists traveling the adjoining roads. The thoughtful use of landscape design should add to the quality of the streetscape and the installation of pedestrian improvements should improve overall safety and mobility in the area.

The site is partially wooded and a provision in the annexation agreement would ensure that a forested buffer is retained between the commercial uses and the adjoining residencies to the west of the Property. There are no significant or sensitive environmental features on the site though a wellhead protection area does intersect with the easternmost edge of the Property but this does not constrain the site's development or use as proposed.

The Property is in the City's designated municipal growth area and it is eligible for annexation. The proposed uses are compatible with the land use pattern in the neighborhood and the Comprehensive Plan.

- Attachment 1: Annexation Survey Plat
- Attachment 2: Concept Development Plan
- Exhibit A: Metes and Bounds Description

AS STATE MAP HAS BE



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**GENERAL NOTES**

1. THE PROPERTY SHOWN HEREON IS OWNED BY PATRICK A. & DANA MALONE & SHOWING EXISTING LINES AS OF 10/15/14.

2. DEED REFERENCE: 3846/374

3. TOTAL AREA OF PROPERTY: 3.71± ACRES

4. TOTAL AREA TO BE ANNEXED: 0.80± ACRES

5. THE CURRENT WOODMONT COUNTY WATER/SEWER SERVICE CATEGORY IS 'A'.

6. THE PROPOSED ZONING OF THE PROPERTY IS GENERAL COMMERCIAL.

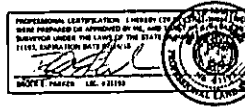
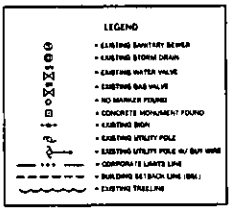
7. THE CURRENT ZONING OF THIS PROPERTY IS G-5 SELECT COMMERCIAL.

8. THIS PROPERTY IS LOCATED IN 0.17± ACRES OF BLOCK 81.

9. THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANEL 2 340276 0000 0 0 PANEL 20 OF 20 DATED 05/26/04. AS BEING IN PLANNED ZONE E, AREA OF MINIMAL FLOODING.

10. ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE CITY OF SALISBURY CODE BY EFFECT AT THE TIME OF CONSTRUCTION.

11. TRASH COLLECTION SHALL BE PRIVATE, WATER AND SEWER SHALL BE PUBLIC.



REVISIONS		ANNEXATION PLAT FOR PARCEL 253 PATRICK AND DANA MALONE			
NO.	DATE	BY	FOR	SCALE	DATE
01/15/14	EDR			1" = 30'	01/15/14
01/17/14	EDR				
01/20/14	EDR				

CAMDEN ELECTION DISTRICT, WOODMONT COUNTY, MARYLAND					
SCALE	1" = 30'	DATE	12/09/14	BY	EDR
PROJECT	62078	BLOCK	253	SHEET	253



E. College Avenue - Malone Annexation

## ANNEXATION AGREEMENT

### Exhibit C

**THIS AGREEMENT** is made this 31 day of Dec, 2015, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Patrick K. and Dana G. Malone (hereinafter, "the Owner") with the principal address of 8 Shavannah Drive East, Bear, Delaware 19701.

### RECITALS

**WHEREAS**, the Owner is the record owner of certain real property, of 2.71 acres in size, located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment "1 - Annexation Survey Plat" and Exhibit "A - Metes and Bounds Description" attached hereto and made a part hereof; and

**WHEREAS**, the Owner desires to construct upon the Property two commercial buildings and associated site improvements and/or to facilitate the sale and/or development of the Property for commercial use;

**WHEREAS**, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including the municipal water and wastewater services, 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 the Local Government Article, Division II, Title 4, Subtitle 4 (Annexation) of the Annotated Code of Maryland, 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. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement.

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 general 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'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 the Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, and 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 have the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "1" and Exhibit "A", and that there is no action pending against it 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 Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

**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 and Approval by the Mayor and City Council, the Property will be zoned General Commercial.

**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 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 will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries resulting from this annexation and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable at end of the 90-day period in amount of \$10,000.00 or the cost for the City's surveyor to complete the work, whichever is more.

## 8. DEVELOPMENT CONSIDERATIONS

A. **Costs and Fees:** The Owner agrees that it will pay the 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 in the Annexation Plan.

C. **Contribution to Area Improvement:** In order that the Annexation Property is connected with and contributes to the improvement of the neighborhood sidewalk system and pedestrian accessibility generally, the Owner agrees to install pedestrian crosswalks on MD Route 12 at its intersection with E. College Avenue along with any related improvement required by the City Department of Public Works and/or the State Highway Administration which may include among other things, pedestrian signalization devices, ADA compliant sidewalks and crosswalks, and appropriate pavement markings.

D. **Contributions to the Re-investment in Existing Neighborhoods and Housing Affordability:** The Owner agrees to pay a development assessment to the City in the amount of \$13,000.00 for each of the proposed two buildings prior to the issuance of the first building permit. Such 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 Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

E. **Escalation of Development Assessment:** The lot assessment set forth in paragraph D above, is subject to adjustment to reflect inflation. Beginning January 1, 2016 the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment 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.

F. **Community / Environmental Design:** The Owner agrees to preserve a forested buffer along the western edge of the property and to transition that forest buffer into a landscaped planted area which may, at the approach to E. College Avenue, transition into an arrangement of tree plantings which will not screen the proposed building but instead allow for filtered views of the building and site from E. College Ave. The Owners agrees to plat sufficient pedestrian access easements along the perimeter of the Property and within such easements construct sidewalks to City design specifications at time of site development in locations shown on the Concept Plan, to install or extend sidewalk connections to the main entrances of each building as indicated on the Concept Plan, and to install a bike rack near each building entrance or in a location determined by the Planning Commission to most optimally meet the needs of cyclists.

The Owner further agrees to achieve LEED credit points in collaboration with the City for any development using the rating system established by the United States Green Building Council's LEED Standards for Building Design New Construction, as updated from time to time. The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location and existing available services. 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. 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 and / or issuance of building permit, the Owner shall submit specific findings to the City demonstrating the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient, to the satisfaction of the City. 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. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may 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.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- 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.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

G. The Owner, at its sole expense, agrees to extend public water and sewer services to the Property governed by the alignment, specification, sizing, and area wide coordination and system requirements and guidance provided by the City Department of Public Works recognizing that such facilities shall be sized larger than that required by the Property alone; such work to undertaken though a Public Works Agreement approved by the City.

H. 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.

9. **RECORD PLAT:**

The Owner will provide the City with a copy of the final record plat for any development of the Property.

10. **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. 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 and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

K.

<b>IF TO THE CITY:</b>	Thomas Stevenson, City Administrator 125 North Division Street, Room 304 Salisbury, Maryland 21801
<b>WITH A COPY TO:</b>	S. Mark Tilghman, City Attorney Seidel, Baker and Tilghman, P.A. 110 North Division Street Salisbury, Maryland 21801
<b>IF TO THE OWNER:</b>	Patrick K. and Dana G. Malone 8 Shavannah Drive East Bear, Delaware 19701
<b>WITH A COPY TO:</b>	Brock Parker, P.E. Parker & Associates, Inc. 528 Riverside Drive Salisbury, Maryland 21801

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

WITNESS:

THE CITY OF SALSIBURY, MARYLAND

Devin C Nelson

[Signature]

By: Jacob R. Day, Mayor

WITNESS/ATTEST:

OWNER:

[Signature]

By: Patricia Maloney [Signature]

James Gentry

APPROVED AS TO FORM  
[Signature]

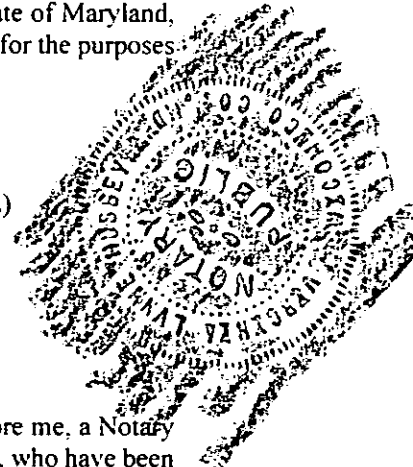
S. Mark Tilghman, City Attorney  
STATE OF MARYLAND

COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of December, 2017 before me, a Notary Public in and for the State aforesaid, personally appeared Jacob R. Day 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.

Virginia Lynn Hussey (SEAL)  
Notary Public



My Commission Expires: 9-19-2017

I HEREBY CERTIFY, that on this 31 day of December, 2017, before me, a Notary Public in and for the State aforesaid, personally appeared [Signature], who have been satisfactorily proven to be the persons whose names are subscribed to the within instrument, and that, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names.

WITNESS my hand and notarial seal.



My Commission Expires: 5-28-17

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.

[Signature]  
S Mark Tilghman, City Attorney

Received for Record Feb 4, 2016 and recorded in the \* Records of Wicomico County, Maryland in Liber M.S.B. No. 4 Folios 74-101

Mark S. Brown Clerk

\*  
City  
Ordinance  
or  
Resolutions

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

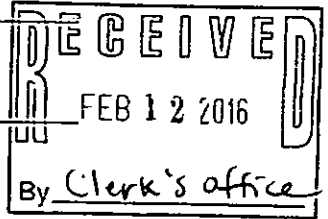
Article 23A, § 9A of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete 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 Re-position  
Department of Legislative Services  
90 State Circle  
Annapolis, MD 21401-1991

LIBER 0004 FOLD 074

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

410-548-3140  
Phone

Room 305

2/3/16  
Date of Submitting this Resolution\*

Salisbury, MD 21801

12/14/15  
Date Enacted by Legislative Body

2565  
Resolution Number

1/29/16  
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 4 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)).

DLS/1-08

FILED

2016 FEB -4 AM 11:46  
CLERK, WICOMICO CO