

LIBER 0004 FOLIO 232  
AS AMENDED ON FEBRUARY 12, 2018  
RESOLUTION NO. 2807

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Walston Switch Road – Choptank Electric Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly right-of-way line of Walston Switch Road thence running by and with the centerline of Horsebridge Creek, thence South and East around the property boundary back to Walston Switch Road and thence North to the point of beginning.

WHEREAS the City of Salisbury has received a petition to annex dated October 3, 2017 (Exhibit 1), 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 binding upon the Corporate Limit of the City of Salisbury to be known as "Walston Switch Road – Choptank Electric Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly right-of- way line of Walston Switch Road thence running by and with the centerline of Horsebridge Creek, thence South and East around the property boundary back to Walston Switch Road and thence North to the point of beginning; 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 November 7, 2017, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as Exhibit A; and

WHEREAS it appears that the petition dated October 3, 2017, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for March 26, 2018 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT the boundaries of the City of Salisbury be changed so 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 Corporate Limit of the City of Salisbury, beginning for the same at a point on the Corporate Limit, said point lying on the westerly right of way line of Walston Switch Road, and being more particularly described on Exhibit "B" (Walston Switch Road-Choptank Electric Property Annexation Description and Plat) 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 "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 Mixed Use Non-Residential Zoning District, a zoning district designated and defined in Title 17(Zoning) of the Salisbury Municipal Code. Said property is presently classified as A-2 Airport Overlay District with the underlying zoning being A-1 Agriculture Rural under the zoning laws of Wicomico County.

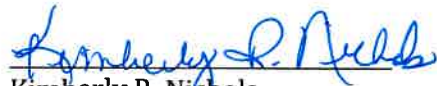
AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on March 26, 2018 at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing 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.

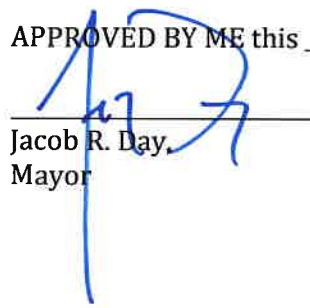
The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the 12<sup>th</sup> day of February, 2018, having been duly published as required by law in the meantime a public hearing was held on the 26<sup>th</sup> day of March, 2018, and was finally passed by the Council at its regular meeting held on the 26<sup>th</sup> day of March, 2018.

ATTEST

  
Kimberly R. Nichols,  
City Clerk

  
John R. Heath,  
Council President

APPROVED BY ME this 27<sup>th</sup> day of March, 2018.

  
Jacob R. Day,  
Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

---

To the Mayor and Council of the City of Salisbury:

Choptank Electric Cooperative, Inc., a Maryland electric cooperative, hereby requests annexation of the following described parcel of its land (hereafter the "Subject Land") to the City of Salisbury:

Parcel# 742 on Wicomico County Tax Map# 39; 6520 Walston Switch Road

Being all that parcel of land described in a Deed dated June 17, 2013 from WSR Houses LLC to Choptank Electric Cooperative, Inc., recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 3592, Folio 519 *et seq.*, a copy of which Deed is submitted herewith and incorporated herein by reference; and

Being more particularly described in that Plat titled "Annexation Plat Of The Lands Of Choptank Electric Cooperative, Inc., Parsons Election District, Wicomico County, Maryland", prepared by Davis, Bowen & Friedel, Inc., and dated July 11, 2017, a copy of which Plat is submitted herewith and incorporated herein by reference.

So that the use of the Subject Land shall be a lawful conforming use under the Salisbury Municipal Code immediately upon its annexation to the City of Salisbury, the annexation of the Subject Land shall be subject to the following conditions:

1. That the Subject Land be classified for zoning purposes and located on the official City of Salisbury zoning maps as being entirely within the Mixed Use Non-Residential District, as described in Chapter 17.46 of the Salisbury Municipal Code; and
2. That the use of the Subject Land, and the improvements thereon, as of the effective date of the annexation thereof to the City shall be determined by the authorized City land use inspection and enforcement authorities to be a Public Utility Operation Center that includes a Solar Farm, a use permitted by right under Section 17.46.020 (Permitted Uses), Item D (Public Utility Operation Center), of the Salisbury Municipal Code.

Choptank Electric Cooperative, Inc.

By: Michael I. Wheatley  
Michael I. Wheatley, President & CEO

10/3/17

# City of Salisbury



**MARYLAND**



**JACOB R. DAY**  
MAYOR

**M. THOMAS STEVENSON, JR.**  
CITY ADMINISTRATOR

**JULIA GLANZ**  
ASSISTANT CITY ADMINISTRATOR

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

**AMANDA H. POLLACK, P.E.**  
DIRECTOR OF INFRASTRUCTURE  
& DEVELOPMENT

## CERTIFICATION

### WALSTON SWITCH ROAD – CHOPTANK ELECTRIC 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: 11/7/17

Walston Switch Road – Choptank Electric Certif.

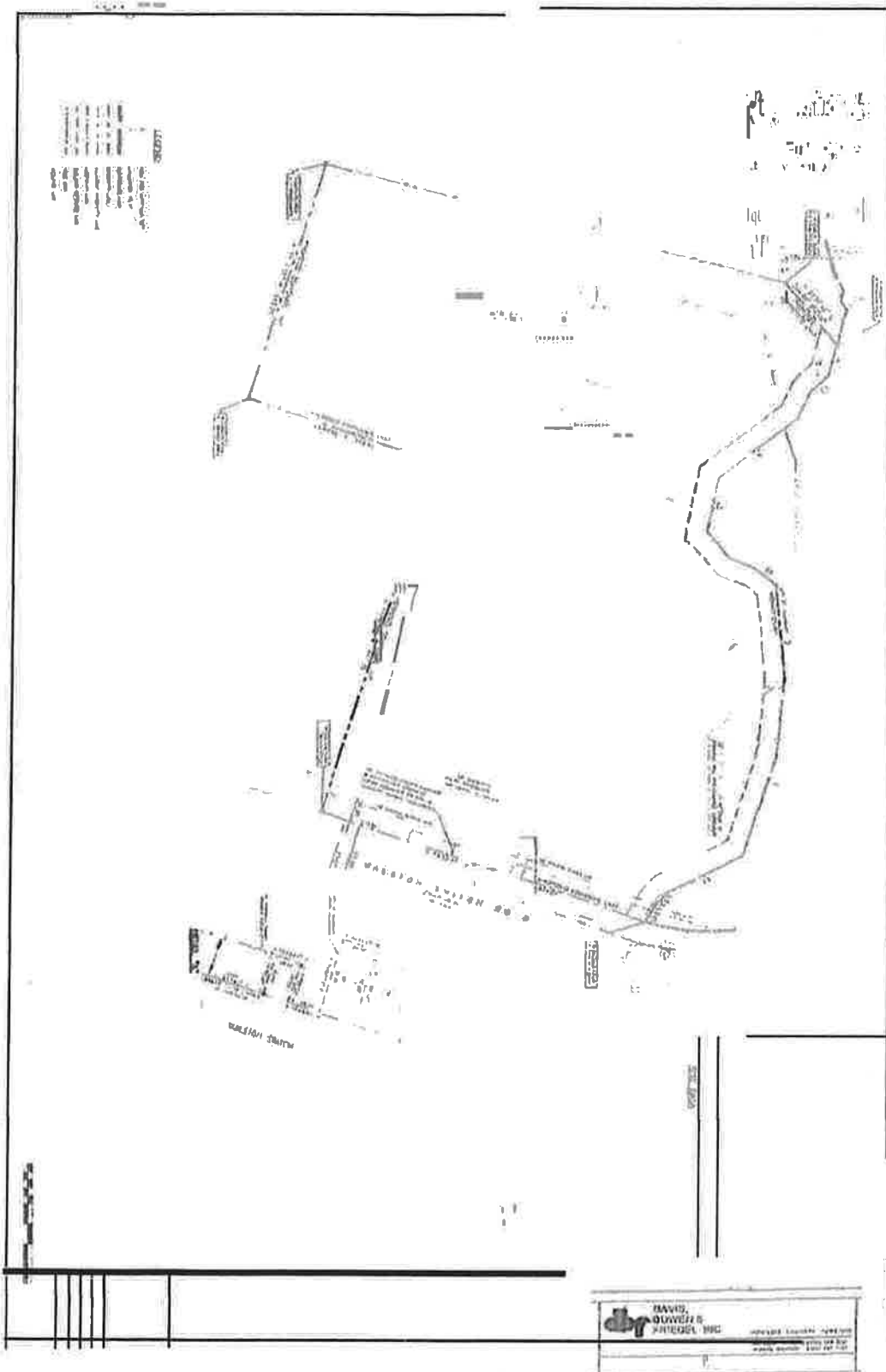
Exhibit B  
Choptank Electric Property Annexation Description

WALSTON SWITCH ROAD- CHOPTANK ELECTRIC 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 "Walston Switch Road – Choptank Electric Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly right-of-way line of Walston Switch Road X 1,228,892.66 Y 199,633.32; thence running by and with the centerline of Horsebridge Creek the following sixteen courses: (1) North fifty-eight degrees ten minutes eighteen seconds West (N 58° 10' 18" W) sixty decimal four, zero (60.40) feet to a point X 1,228,841.34 Y 199,665.17; (2) North forty-six degrees twenty-four minutes three seconds West (N 46° 24' 03" W) thirty-one decimal five, seven (31.57) feet to a point X 1,228,818.48 Y 199,686.95; (3) North twenty-five degrees twenty-one minutes twenty-four seconds West (N 25° 21' 24" W) two hundred and nine decimal seven, five (209.75) feet to a point X 1,228,728.66 Y 199,876.49; (4) North seventy degrees twenty-four minutes seventeen seconds West (N 70° 24' 17" W) two hundred and fifty-one decimal six, six (251.66) feet to a point X 1,228,491.57 Y 199,960.89; (5) North eighty-one degrees fifty-three minutes fifty-seven seconds West (N 81° 53' 57" W) sixty-three decimal nine, nine (63.99) feet to a point X 1,228,428.22 Y 199,969.91; (6) North eighty-four degrees thirty-four minutes forty-eight seconds West (N 84° 34' 48" W) one hundred and thirty-four decimal three, three (134.33) feet to a point X 1,228,294.49 Y 199,982.59; (7) South eighty-six degrees forty-one minutes nineteen seconds West (S 86° 41' 19" W) seventy-one decimal zero, four (71.04) feet to a point X 1,228,223.57 Y 199,978.49; (8) South eighty-four degrees five minutes fifty-seven seconds West (S 84° 05' 57" W) one hundred and seventy decimal zero, four (170.04) feet to a point X 1,228,054.43 Y 199,961.01; (9) South thirty-seven degrees fifty-one minutes eighteen seconds West (S 37° 51' 18" W) sixty-nine decimal five, one (69.51) feet to a point X 1,228,011.77 Y 199,906.13; (10) South twenty degrees fifty-two minutes five seconds West (S 20° 52' 05" W) sixty-eight decimal zero, seven (68.07) feet to a point X 1,227,987.53 Y 199,842.52; (11) South fifty-five degrees forty-seven minutes four seconds West (S 55° 47' 04" W) ninety-one decimal six, one (91.61) feet to a point X 1,227,911.77 Y 199,791.01; (12) North seventy-eight degrees zero minutes eleven seconds West (N 78° 00' 11" W) one hundred and thirty-eight decimal zero, eight (138.08) feet to a point X 1,227,776.71 Y 199,819.71; (13) North thirty-five degrees forty-six minutes forty-four seconds West (N 35° 46' 44" W) two hundred and forty-five decimal four, five (245.45) feet to a point X 1,227,633.20 Y 200,018.84; (14) North sixty-three degrees forty-seven minutes eleven seconds West (N 63° 47' 11" W) seventy-five decimal nine, seven (75.97) feet to a point X 1,227,565.05 Y 200,052.40; (15) North forty-one degrees four minutes eleven seconds West (N 41° 04' 11" W) fifty-six decimal three, one (56.31) feet to a point X 1,227,528.05 Y 200,094.85; (16) North seventy-three degrees four minutes fifty-eight seconds West (N 73° 04' 58" W) seventy-three decimal seven, six (73.76) feet to a point X 1,227,457.49 Y 200,116.31; thence South fifty-one degrees zero minutes thirty-three seconds West (S 51° 00' 33" W) one hundred ninety-four decimal three, nine (194.39) feet to a point X 1,227,306.40 Y 199,994.01; thence South fourteen degrees fifty-seven minutes fifty-one seconds West (S 14° 57' 51" W) one thousand two hundred six decimal eight, zero (1206.80) feet to a point X 1,226,994.79 Y 198,828.13; thence South seventy-one degrees fourteen minutes fifty-five seconds East (S 71° 14' 55" E) six hundred thirteen decimal seven, zero (613.70) feet to a point X 1,227,575.92 Y 198,630.85; thence North eighteen degrees fifty minutes fifty-five seconds East (N 18° 50' 55" E) five hundred twelve decimal five, eight (512.58) feet to a point X

LIBER 0004 FOLIO 238

1,227,741.51 Y 199,115.94; thence South seventy-one degrees four minutes twenty seconds East (S 71° 04' 20" E) nine hundred seventeen decimal three, zero (917.30) feet to a point on the westerly right ofway line ofWalston Switch Road X 1,228,609.21 Y 198,818.40; thence along the westerly side of Walston Switch Road North nineteen degrees ten minutes forty-three seconds East (N 19° 10' 43" E) eight hundred sixty-two decimal eight, one (862.81) feet to the point of beginning and containing 40.040 acres, being the lands ofChoptank Electric Cooperative and a portion of Walston Switch Road. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.



CLERK'S NOTATION  
Document submitted for record in a  
condition not permitting satisfactory  
photographic reproduction.



Choptank Electric Cooperative, Inc. - Walston Switch Road

## ANNEXATION AGREEMENT

April **THIS ANNEXATION AGREEMENT** (hereinafter "Agreement") is made this 9 day of April, 2018, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Choptank Electric Cooperative, Inc. (hereinafter, "the Owner") with the principal address at 10384 River Road in Denton, Maryland 21629.

### RECITALS

**WHEREAS**, the Owner is the record owner of certain real property, of 40.36 acres in size, more or less, located in Wicomico County, Maryland, and more particularly described as Tax Map 39, Parcel 742, with a street address of at 6520 Walston Switch Road, and being more particularly described in a Deed dated June 17, 2013 from WSR Houses, LLC to Choptank Electric Cooperative, Inc. and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 3592, Folio 519 *et seq.* (hereinafter, "the Property"), and shown in the plat designated as Attachment "A-1" attached hereto and made a part hereof (hereafter the "Plat"); and

**WHEREAS**, the Owner owns and occupies the Property, which is developed at substantial cost to the Owner with offices and a warehouse building, parking, facilities used principally to convert solar energy to electricity, and other improvements (collectively "Improvements"), and which Property and Improvements are used by the Owner as an operation center for its electric utility business; and

**WHEREAS**, the Property is served by connection to the City of Salisbury public water and sewer systems; and

**WHEREAS**, a Pre-Annexation Covenant and Agreement, dated December 1, 2013 by and between the City of Salisbury and the then owner of the Property, Lois T. Perdue, conditioned the City's extension of municipal utilities beyond its then existing municipal limits to the Property on the owner's petition for annexation;

**WHEREAS**, all land use within the City boundaries, as amended from time to time, is regulated by Title 17 (Zoning) of the Salisbury Municipal Code (hereafter the "Zoning Code") and the Zoning Map of the City of Salisbury (hereafter the "Zoning Map"); and

**WHEREAS**, consistent with the Pre-Annexation Covenant and Agreement, the Owner has petitioned the City to have the Property annexed by the City, subject to the conditions that the City amend the Zoning Map to include the Property within the "mixed use non-residential zoning district" as designated and described in the Zoning Code (hereafter "Mixed Use Non-Residential Zoning District") and ~~issue to the Owner final land use approvals, decisions and permits such that upon effective date of the annexation the Property as contemplated by this Agreement (hereafter the "Annexation") it is legally established in the City records and undisputed that the Property, the existing Improvements, and the existing uses and occupancy thereof by the Owner are a legal conforming "public utility operation center" as defined and regulated in the Zoning Code (hereafter of the Zoning Code, and conforming to the Zoning Code (hereafter the "Annexation"); and that the use of~~

the Property and the Improvement thereon, as of the effective date of the annexation thereof, shall be determined by the authorized City authority to be a public utility operation center as defined by Section 17.04.120 of the Zoning Code (hereafter "Public Utility Operation Center") that includes a solar farm as defined by Section 17.04.120 of the Zoning Code (hereafter "Solar Farm"), a principal use with an accessory use both permitted by right under Section 17.46.020 of the Zoning Code, and conforming to the Zoning Code (hereafter the "Annexation"); and

**WHEREAS**, The City has determined that Property is currently being used as Public Utility Operation Center that includes a Solar Farm, all in conformance with as otherwise provided for in the Zoning Code; and

**WHEREAS**, 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, subtitle 4-400 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:**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are agreed to by the parties hereto as a substantive part of this Agreement, the sum of Ten Dollars (\$10.00) by each party hereto paid unto the other, the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the above-named parties hereto do hereby mutually agree as follows:

**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 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 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 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 the Plat (Attachment "A-1"), 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 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 Mixed-Use Non-Residential. By virtue of City Ordinance 2433, approved by the City Council on September 25, 2017, a Public Utility Operation Center is a use permitted by right in the Mixed-Use Non-Residential district and as defined by the Zoning Code, such use may include a Solar Farm as an accessory use. The City acknowledges the current use of the Property, the Improvements thereon, and the uses being made thereof is in fact a Public Utility Operation Center with a permitted Solar Farm. The City has inspected the Property, the Improvements thereon and the uses being conducted thereon and has prepared a zoning use and occupancy permit, which becoming effective simultaneously with the Annexation, will declare the use as a Public Utility Operations Center with a Solar Farm conforming with the Zoning Code.

### **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**

Intentionally omitted.

**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 the City agree that all development of the Property which occurs after the effective date and time of the Annexation shall be consistent with the regulations of the zoning district classification applicable to the Property at the time that permitting for such development is granted by the City.

C. 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 has provided the City with a boundary plat of the Property, and will provide the City with a copy of the final record plat for any future 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. Intentionally omitted.

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.

**IF TO THE CITY:**

Julia Glanz, City Administrator  
125 North Division Street  
Salisbury, Maryland 21801

**WITH A COPY TO:**

S. Mark Tilghman, City Attorney  
110 N. Division Street  
Salisbury, Maryland 21801

**IF TO THE OWNER:**

Michael I. Wheatley, President & CEO  
Choptank Electric Cooperative, Inc.  
P.O. Box 430  
Denton, Maryland 21629

**WITH A COPY TO:**

H. Michael Hickson  
Banks, Nason & Hickson, P.A.  
1117 Cotton Patch Island  
Salisbury, Maryland 21801

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

**WITNESS/ATTEST:**

Kimberly R. Nichols

**CITY:**

**THE CITY OF SALISBURY, MARYLAND**

By: Jacob R. Day (Seal)  
Jacob R. Day, Mayor

**WITNESS/ATTEST:**

Ram M. Bowie

**OWNER:**

**CHOPTANK ELECTRIC COOPERATIVE, INC.**

By: Michael I. Wheatley (Seal)  
Michael I. Wheatley, President & CEO

APPROVED AS TO FORM:  
S. Mark Tilghman, City Attorney

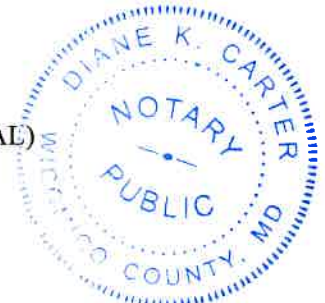
**STATE OF MARYLAND**  
**COUNTY OF Wicomico, to wit:**

**I HEREBY CERTIFY**, that on this 9th day of April, 2018, 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.

Diane K. Carter (SEAL)  
Notary Public



My Commission Expires: 5-16-22

I HEREBY CERTIFY, that on this 2 day of April, 2018, before me, a Notary Public in and for the State aforesaid, personally appeared Michael I. Wheatley, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the President and CEO of Choptank Electric Cooperative, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

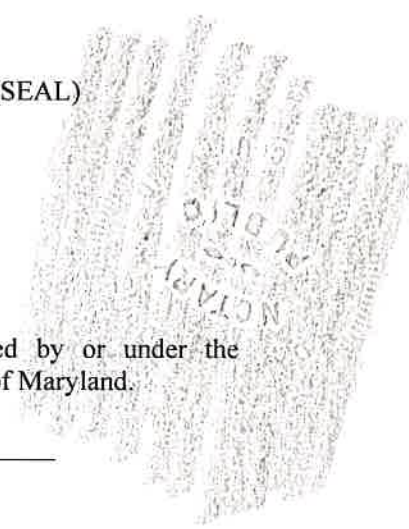
WITNESS my hand and notarial seal.

Dan McBowie (SEAL)  
Notary Public

My Commission Expires: May 19 2020

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]  
City Attorney



REPORT OF ANNEXATION PLAN

*for the*

CHOPTANK ELECTRIC COOPERATIVE, INC.-WALSTON SWITCH ROAD  
ANNEXATION  
TO THE CITY OF SALISBURY

December 28, 2017

The Choptank Electric Cooperative, Inc.-Walston Switch Road Annexation Property is subject to a Pre-Annexation Covenant and Agreement (at LIBER 2177 FOLIO 552) executed December 1, 2003, which allowed the City to extend existing utilities to serve the property prior to annexation provided the owner petition to be annexed when the property was sold, developed, or provided with water and sewer service. Each of these events has occurred by virtue of the subdivision of the original tract of land and the subsequent development of the specific 40+/- acres that are the subject of this report. The Choptank Electric Cooperative, Inc. petition to the City for Annexation was made on October 3, 2017.

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 November 6, 2016, the Salisbury City Council reviewed the proposed annexation request.
- On November 16, 2017, the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on February 5, 2018, the City Council *reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review – (text in italics is written prospectively).*
- A City Council meeting held on February 12, 2018 the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that 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 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 petitioner is Choptank Electric Cooperative, Inc. whose address is P.O. Box 430 Denton, Maryland 21629.

**1.2 Location**

The Property's address is 6520 Walston Switch Road located on the westerly side of Walston Switch Road, roughly one-quarter mile south of MD Route 50. The Property's description is Tax Map 39, Parcel 742

**1.3 Property Description**

Attachment 1 shows a subdivision plat of the original tract of land and subdivision lines that form the 40 +/- acre Annexation Property along with the specific metes and bounds description for the Annexation Property. The site actually consists of 40.36 acres. A portion of the site is improved with the Cooperative's Southern Regional Service Center.

**1.4 Existing Zoning**

The Property is now zoned A-1 Agricultural-Rural and Airport Overlay (A-2) District under the Wicomico County Code. The Airport Overlay District is shown in a partial shaded pattern on Exhibit 1, which is an excerpt from the Wicomico County Zoning Map below. The Property's northern lot line adjoins the municipal limits (shown in grey), which is zoned Planned Development District. Exhibit 2, which is an excerpt of the City Zoning Map, provides more detail. The Property is shaded yellow.

## Exhibit 1

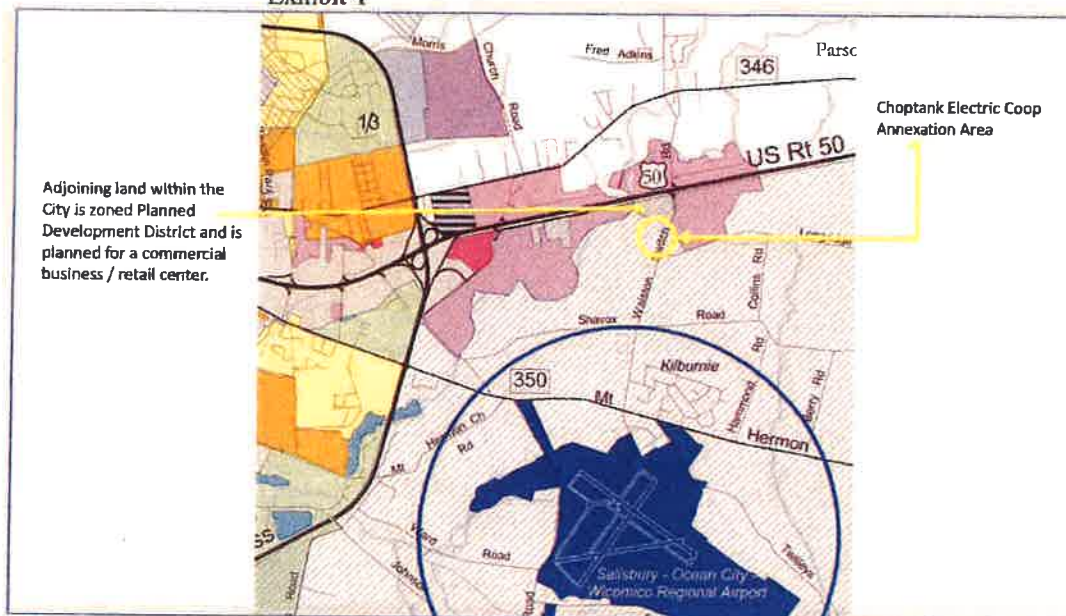
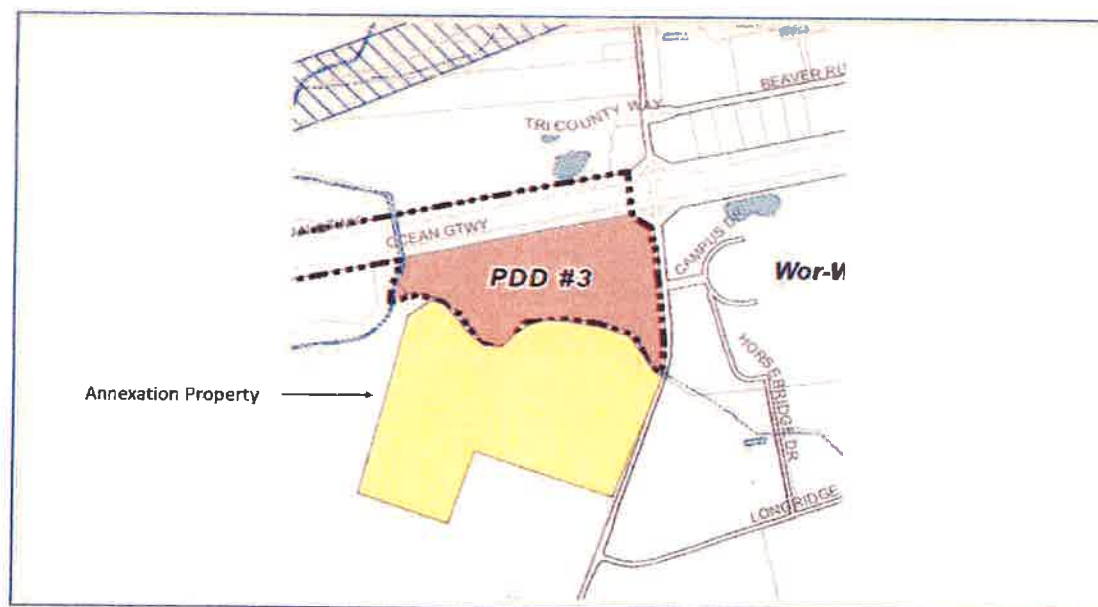


Exhibit 2



## 2.0 LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

## 2.1 Comprehensive Plan

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City's designated

municipal growth area and is designated for planned land use purposes as "Mixed-Use Non-Residential".

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 over burdening 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 Mixed Use Non-Residential District under the City Zoning Ordinance. Per Section 17.46.010 of the City Zoning Ordinance, the purpose of the District is "to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses." The uses permitted in this District include "public utility operation center". The current use is a permitted use in the proposed District.

The City of Salisbury – Wicomico County Department of Planning, Zoning and Community Development found that the proposed zoning is acceptable.

## 2.3 Proposed Land Use

The petitioner does not propose to change the use of the Property, and there is no further substantial development of the Property contemplated for the near future. The existing outdoor utility lineman training area may be enlarged and possibly moved in the near future. Therefore, there is no need for the standard concept development plan for an annexation property. Any future development would be governed by City zoning regulations pertaining to the proposed Mixed Use Non-Residential District, as may be amended from time to time, or any successor zoning district which may be approved by the City in the future.

## 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

Access to the Property is provided via Walston Switch Road.

#### 3.2 Water and Wastewater Treatment

The Property is presently served with municipal water and sewerage. There is no further substantial development of Property being contemplated for the near future. The existing outdoor lineman training area may be enlarged and possibly

moved in the near future. There is no impact to existing public water and sewerage facilities anticipated.

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 would provide fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport 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 already developed and no further substantial development is contemplated for the near future. The existing outdoor utility lineman training area may be enlarged and possibly moved in the near future.

LIBER 0004 FOLIO 252

Attachment 1: Metes and Bounds Description and Annexation Plat, attached

Attachment 1  
Metes And Bounds Description

WALSTON SWITCH ROAD – CHOPTANK ELECTRIC PROPERTY ANNEXATION

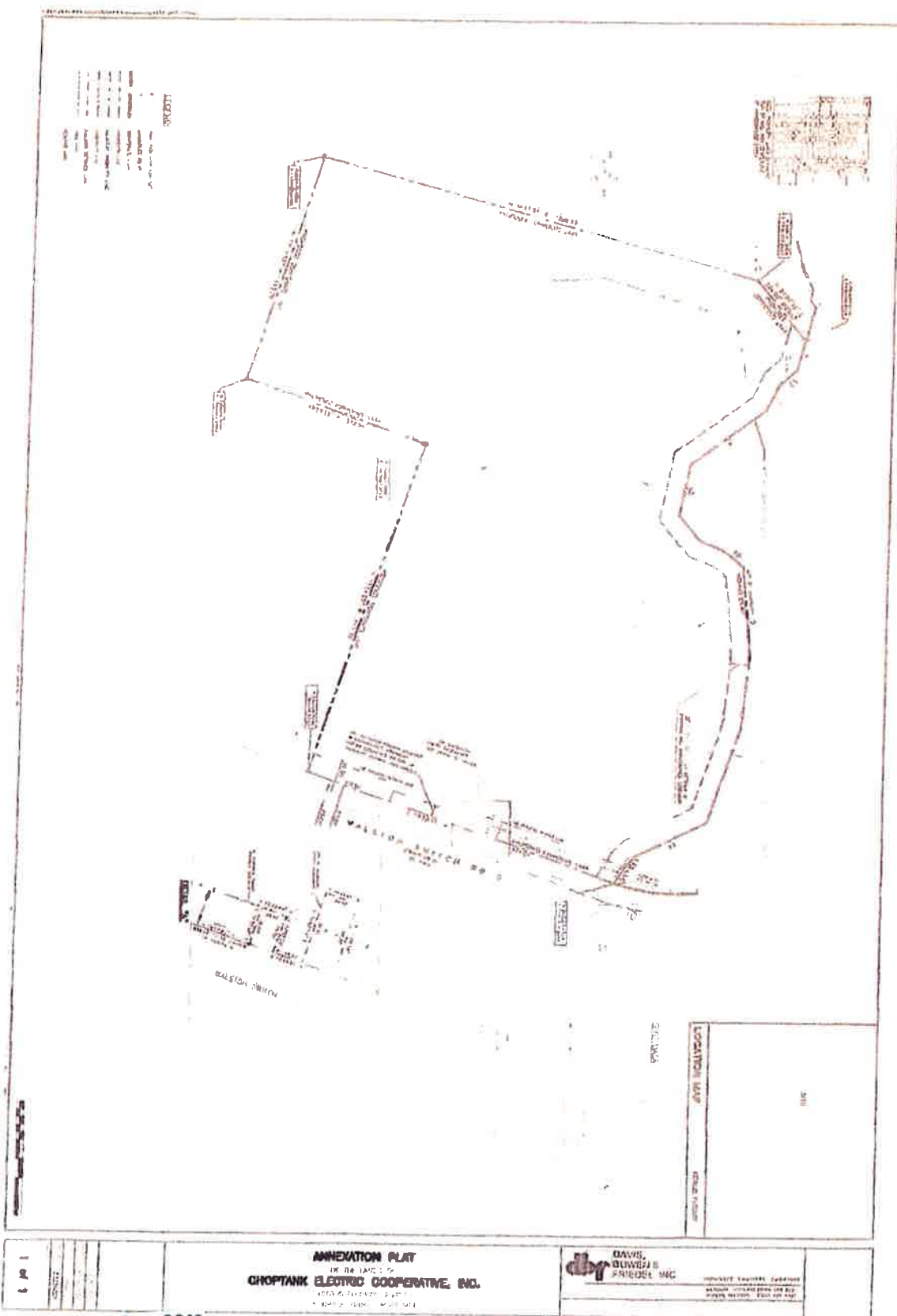
A CERTAIN AREA OF LAND contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Walston Switch Road – Choptank Electric Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly right-of-way line of Walston Switch Road X 1,228,892.66 Y 199,633.32; thence running by and with the centerline of Horsebridge Creek the following sixteen courses: (1) North fifty-eight degrees ten minutes eighteen seconds West (N 58° 10' 18" W) sixty decimal four, zero (60.40) feet to a point X 1,228,841.34 Y 199,665.17; (2) North forty-six degrees twenty-four minutes three seconds West (N 46° 24' 03" W) thirty-one decimal five, seven (31.57) feet to a point X 1,228,818.48 Y 199,686.95; (3) North twenty-five degrees twenty-one minutes twenty-four seconds West (N 25° 21' 24" W) two hundred and nine decimal seven, five (209.75) feet to a point X 1,228,728.66 Y 199,876.49; (4) North seventy degrees twenty-four minutes seventeen seconds West (N 70° 24' 17" W) two hundred and fifty-one decimal six, six (251.66) feet to a point X 1,228,491.57 Y 199,960.89; (5) North eighty-one degrees fifty-three minutes fifty-seven seconds West (N 81° 53' 57" W) sixty-three decimal nine, nine (63.99) feet to a point X 1,228,428.22 Y 199,969.91; (6) North eighty-four degrees thirty-four minutes forty-eight seconds West (N 84° 34' 48" W) one hundred and thirty-four decimal three, three (134.33) feet to a point X 1,228,294.49 Y 199,982.59; (7) South eighty-six degrees forty-one minutes nineteen seconds West (S 86° 41' 19" W) seventy-one decimal zero, four (71.04) feet to a point X 1,228,223.57 Y 199,978.49; (8) South eighty-four degrees five minutes fifty-seven seconds West (S 84° 05' 57" W) one hundred and seventy decimal zero, four (170.04) feet to a point X 1,228,054.43 Y 199,961.01; (9) South thirty-seven degrees fifty-one minutes eighteen seconds West (S 37° 51' 18" W) sixty-nine decimal five, one (69.51) feet to a point X 1,228,011.77 Y 199,906.13; (10) South twenty degrees fifty-two minutes five seconds West (S 20° 52' 05" W) sixty-eight decimal zero, seven (68.07) feet to a point X 1,227,987.53 Y 199,842.52; (11) South fifty-five degrees forty-seven minutes four seconds West (S 55° 47' 04" W) ninety-one decimal six, one (91.61) feet to a point X 1,227,911.77 Y 199,791.01; (12) North seventy-eight degrees zero minutes eleven seconds West (N 78° 00' 11" W) one hundred and thirty-eight decimal zero, eight (138.08) feet to a point X 1,227,776.71 Y 199,819.71; (13) North thirty-five degrees forty-six minutes forty-four seconds West (N 35° 46' 44" W) two hundred and forty-five decimal four, five (245.45) feet to a point X 1,227,633.20 Y 200,018.84; (14) North sixty-three degrees forty-seven minutes eleven seconds West (N 63° 47' 11" W) seventy-five decimal nine, seven (75.97) feet to a point X 1,227,565.05 Y 200,052.40; (15) North forty-one degrees four minutes eleven seconds West (N 41° 04' 11" W) fifty-six decimal three, one (56.31) feet to a point X 1,227,528.05 Y 200,094.85; (16) North seventy-three degrees four minutes fifty-eight seconds West (N 73° 04' 58" W) seventy-three decimal seven, six (73.76) feet to a point X 1,227,457.49 Y 200,116.31; thence South fifty-one degrees zero minutes thirty-three seconds West (S 51° 00' 33" W) one hundred ninety-four decimal three, nine (194.39) feet to a point X 1,227,306.40 Y 199,994.01; thence South fourteen degrees fifty-seven minutes fifty-one seconds West (S 14° 57' 51" W) one thousand two hundred six decimal eight, zero (1206.80) feet to a point X 1,226,994.79 Y 198,828.13; thence South seventy-one degrees fourteen minutes fifty-five seconds East (S 71° 14' 55" E) six hundred thirteen decimal seven, zero (613.70) feet to a point X 1,227,575.92 Y 198,630.85; thence North eighteen degrees fifty minutes fifty-five seconds East (N 18° 50' 55" E) five hundred twelve decimal five, eight (512.58) feet to a point X

LIBER 0004 FOLD 254

1,227,741.51 Y 199,115.94; thence South seventy-one degrees four minutes twenty seconds East (S 71° 04' 20" E) nine hundred seventeen decimal three, zero (917.30) feet to a point on the westerly right of way line of Walston Switch Road X 1,228,609.21 Y 198,818.40; thence along the westerly side of Walston Switch Road North nineteen degrees ten minutes forty-three seconds East (N 19° 10' 43" E) eight hundred sixty-two decimal eight, one (862.81) feet to the point of beginning and containing 40.040 acres, being the lands of Choptank Electric Cooperative and a portion of Walston Switch Road. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Attachment 1

Annexation Plat **LIBER 0004 FOLIO 255**



CLERK'S NOTATION  
Document submitted for record in a  
condition not permitting satisfactory  
photographic reproduction.

Received for Record **MAY 16 2018** and  
recorded in the \* Records of Wicomico  
County, Maryland in Liber M.S.B.

No. **4** Folios **231-255**

*M. S. Bowen*

Clerk

City ordinance  
& resolutions



## MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article 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

Room 305

Salisbury, MD 21801

2807

Resolution Number

410-548-3140

Phone

5-15-18

Date of Submitting this Resolution\*

March 26, 2018  
Date Enacted by Legislative Body

May 11, 2018  
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 SC1-2. (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 (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).

DLS/9-14

2018 MAY 16 AM 10:28

CLERK, WICOMICO CO.