

RESOLUTION NO. 2952

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SALISBURY UNIVERSITY TO ALLOW THE UNIVERSITY TO UTILIZE PORTIONS OF THE PLANT STREET RIGHT-OF-WAY TO REDEVELOP OUT OF USE INDUSTRIAL PROPERTIES AND TO PROVIDE A SAFE MULTI-MODAL PATH TO THE STUDENT BODY AND GENERAL PUBLIC.

WHEREAS, the City of Salisbury supports redevelopment of several out-of use industrial properties; and

WHEREAS, Salisbury University intends to construct a multi-modal path connecting to and extending the City's Rail-with-Trail for the betterment of the student population and general public; and

WHEREAS, the path and its associated utility and landscaping improvements will benefit the City as a whole; and

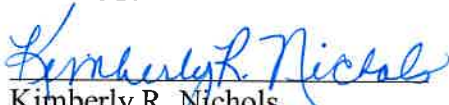
WHEREAS, the Plant Street right-of-way is currently a dead-end, is of little general use, and Salisbury University owns the parcels along the approximate 300 foot length of the easterly border of Plant Street; and


WHEREAS, the City and Salisbury University have jointly developed the attached Memorandum of Understanding that defines the responsibilities of each party in regard to the use of the Plant Street Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Memorandum of Understanding between the City and Salisbury University and enter for the use/maintenance of Plant Street in connection with the referenced multi-modal path.

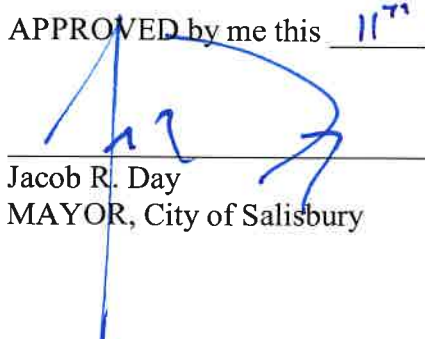
THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on June 10, 2019 and is to become effective immediately upon adoption.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this 11<sup>th</sup> day of JUNE, 2019

  
Jacob R. Day  
MAYOR, City of Salisbury

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SALISBURY AND SALISBURY UNIVERSITY**

This Agreement is made by and between the City of Salisbury (“City”) and Salisbury University (SU), an institution of higher learning in the State of Maryland.

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, Section 10.04.010 gives the Mayor certain powers in connection with roadways; and

WHEREAS, the City Council adopted the 2017 Salisbury Bicycle Network Plan in Resolution No. 2712 on December 13, 2016 which included provisions for a multi-modal “rail trail” within the City’s corporate limits from Delmar, Maryland to Fruitland, Maryland; and

WHEREAS, Salisbury University has purchased all parcels on the east side of Plant Street and the Parcel adjacent to the northern terminus of Plant Street; and

WHEREAS, the only property owner to the west of Plant Street is Norfolk-Southern Railroad which does not utilize Plant St for any form of access; and

WHEREAS, Plant Street is a fifty foot wide Right-of-Way extending three hundred feet in a northerly direction before terminating at a dead-end; and

WHEREAS, Salisbury University is the source of all traffic on Plant Street; and

WHEREAS, Salisbury University desires to modify the Street width in order to build a multi-modal rail trail to provide safe passage for pedestrians and cyclists to include City residents that may transit the path; and

WHEREAS, Salisbury University has agreed to build and maintain such a multi-modal path.

THEREFORE, based on the foregoing, the parties enter into the following Agreement.

**SECTION 1. DESIGNATION OF PLANT STREET FOR THE USE OF SALISBURY UNIVERSITY.**

The City shall allow Plant Street to be used by SU for the purposes of access to the properties along its frontage and for the construction of an ADA-compliant multi-modal pedestrian and cycle path of at least 10 feet in width. SU may modify the existing cross-section and width of Plant Street as necessary for this purpose as long as the public is still allowed to

transit the Right-of-Way. A drawing of the site, 2018-02-12, 3D Arts Site Concept (2), is attached as Appendix A and made a part of this MOU.

## **SECTION 2. TRANSFER OF MAINTENANCE OF PLANT STREET TO SALISBURY UNIVERSITY**

Maintenance of surface and subgrade facilities, to include the Street surface itself, any underlying subgrade material and appropriate signage shall be the responsibility of SU. City shall be consulted with regard to signage to ensure that Section 10.04.010 of the City Code requirements are satisfied. Any new streetlights placed within the Right-of-Way shall conform to applicable City Standards and become the maintenance responsibility of SU.

## **SECTION 3. CITY TO RETAIN RIGHT OF ACCESS TO SERVE PUBLIC UTILITIES BENEATH PLANT STREET AS REQUIRED**

Maintenance of public utilities running the length of Plant Street will be serviced by the City as needed up to the standard point where City maintenance ends (up to, but not including any sanitary sewer clean-outs or water meters). The City will continue to maintain existing streetlights and electrical lines servicing them, until such a time that the existing lights may be replaced by SU.

Any stormwater treatment facilities that may be installed by SU, will be their responsibility to maintain.

## **SECTION 4. THE ISSUANCE OF LICENSES-TO-ENCUMBER (LTE)**

The City shall remain the authorizing body to issue LTE's to allow private utilities to proceed through the Right-of-Way as necessary. However, SU shall be consulted prior to the issuance of any such LTE to ensure that any facilities constructed by the University will not be negatively impacted and that the proposed utility is for their benefit.

## **SECTION 5. CONSTRUCTION OF MULTI-MODAL PATH AND REQUIRED NARROWING OF PLANT STREET**

It is jointly understood that the existing width of Plant Street will be narrowed to accommodate the construction of the multi-modal path. During construction SU will adhere to all applicable traffic control and safety standards. The City will be provided with final designs of the multi-modal path before construction so that the City can design the connections of its own path to that maintained by SU and ensure that the final design does not conflict with the City's rights in connection with the affected roadway. No construction shall begin until the City approves the final designs.

## **SECTION 6. ACCESS BY GENERAL PUBLIC TO UNIVERSITY MULTI-MODAL PATH**

As the City desires to establish a multi-modal path running the entirety of the City limits, it is understood that the City will align its path with that constructed by SU to provide a north-south axis throughout the City for use by the students of SU. In return, it is understood that residents of the City of Salisbury and members of the general public will have access to the reasonable and safe usage of the portion of the multi-modal path constructed and maintained by SU.

#### **SECTION 7. MAINTENANCE OF MULTI-MODAL PATH**

The multi-modal path built by SU on the City's Plant Street Right-of-Way will be fully funded and maintained by SU. Any connecting or adjacent portions of the City multi-modal path will be funded and maintained by the City. This includes any impervious or pervious surfacing, streetlights, landscaping or signage on the respective paths.

#### **SECTION 8. ABANDONMENT OR TRANSFER OF THE CITY'S RIGHT-OF-WAY**

In the future, the City shall use its best efforts to only abandon or transfer the Plant Street Right-of-Way in such a manner that all improvements constructed by SU will enter into the legal, deeded possession of SU. Should abandonment or transfer in such a manner not be possible, the City shall retain the Right-of-Way and this Memorandum shall remain in effect.

#### **SECTION 8. ENTIRE AGREEMENT**

This Agreement represents the parties' entire agreement with respect to the matters specified herein.

#### **SECTION 9. GOVERNING LAW AND VENUE**

It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Maryland. Venue for any actions arising under this Agreement shall be in Wicomico County.

#### **SECTION 10. SEVERABILITY**

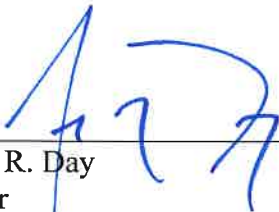
Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.


THIS AGREEMENT is hereby executed by the duly authorized representatives of the parties as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

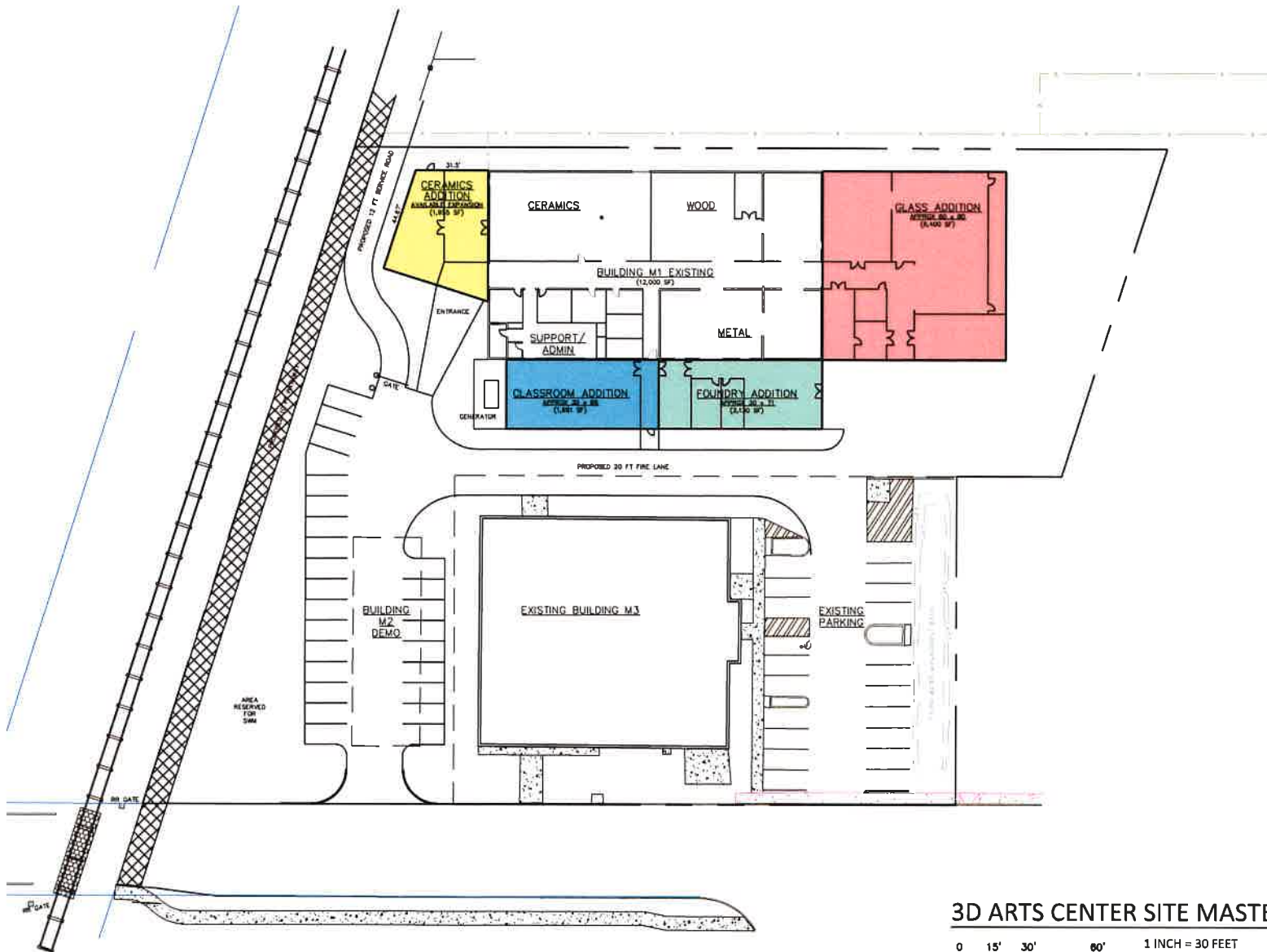
Approved by me, this 11<sup>th</sup> day of JUNE 2019.

  
\_\_\_\_\_  
Jacob R. Day  
Mayor  
City of Salisbury

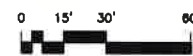
  
\_\_\_\_\_  
John R. Heath  
City Council President  
City of Salisbury

\_\_\_\_\_  
Marvin Pyles  
Vice President for Administration and Finance  
Salisbury University

# Appendix A



## 3D ARTS CENTER SITE MASTER PLAN



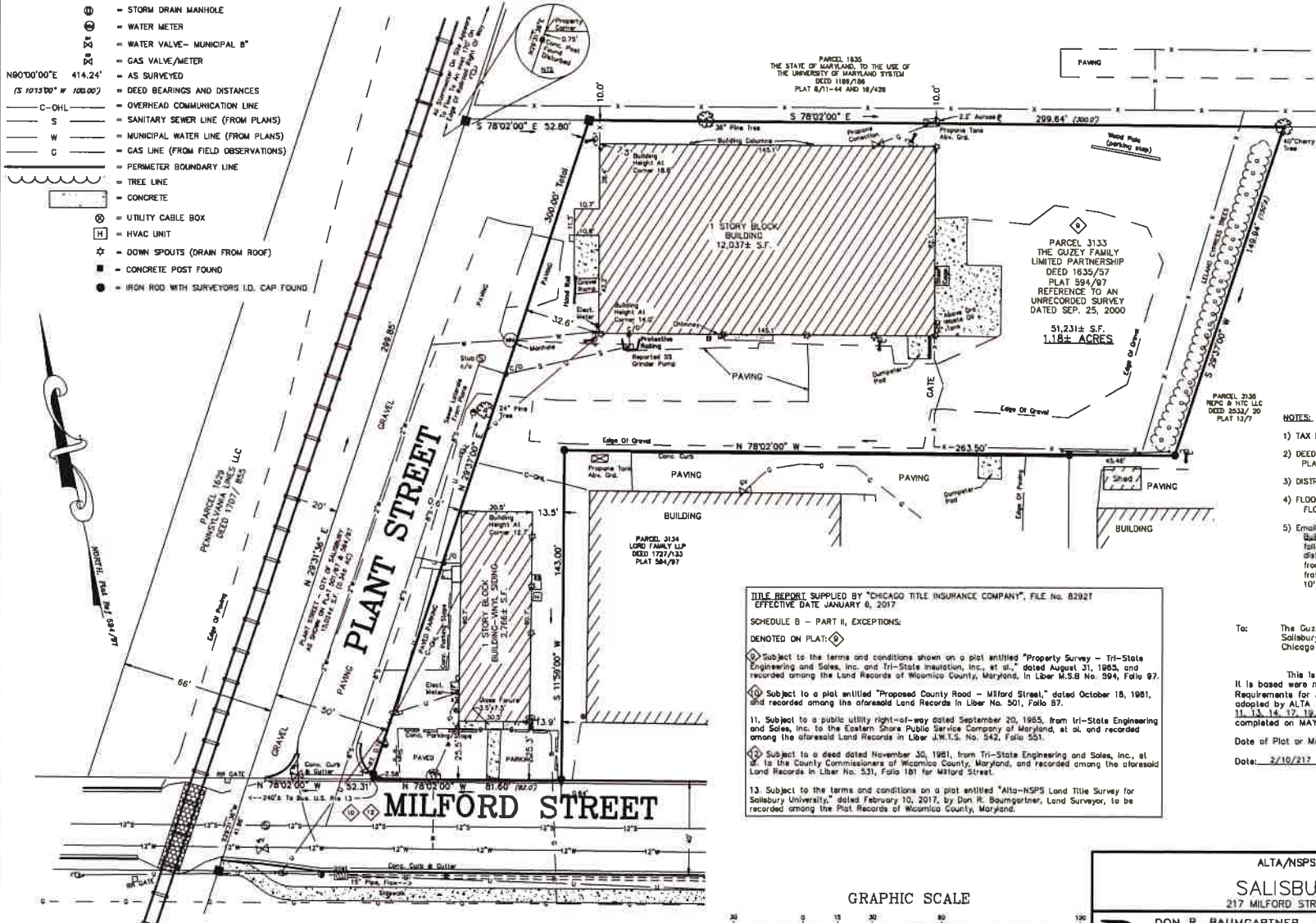
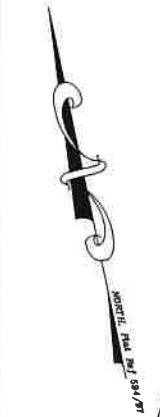
1 INCH = 30 FEET

02.08.18



- LEGEND**
- X - X - = FENCE
  - U - = OVERHEAD UTILITY LINE
  - GUY WIRE
  - UTILITY POLE
  - WOODEN LAMP POLE (WITH OR WITHOUT LAMP)
  - SANITARY SEWER MANHOLE
  - STORM DRAIN MANHOLE
  - WATER METER
  - WATER VALVE- MUNICIPAL B"
  - GAS VALVE/METER
  - AS SURVEYED
  - DEED BEARINGS AND DISTANCES
  - OVERHEAD COMMUNICATION LINE
  - S - = SANITARY SEWER LINE (FROM PLANS)
  - W - = MUNICIPAL WATER LINE (FROM PLANS)
  - C - = GAS LINE (FROM FIELD OBSERVATIONS)
  - PERIMETER BOUNDARY LINE
  - TREE LINE
  - CONCRETE
  - ⊗ = UTILITY CABLE BOX
  - ⊠ = HVAC UNIT
  - ★ = DOWN SPOUTS (DRAIN FROM ROOF)
  - = CONCRETE POST FOUND
  - = IRON ROD WITH SURVEYORS I.D. CAP FOUND

N80°00'00"E 414.24'  
(S 1013'00" W 100.00')



**PARCEL 3133, LEGAL DESCRIPTION:**  
Beginning at a point where the north side of Milford Street intersects with the east side of Plant Street, said point is east, 240' plus or minus from Business Route 13, said point is the southwesterly corner of the property herein described. Thence from the point of beginning, by and with the east side Plant Street, North 29 degrees, 37 minutes, 00 seconds East 300.00 feet to a concrete post found Thence leaving Plant Street, South 78 degrees, 02 minutes, 00 seconds East 299.84 feet to the center of a forty inch cherry tree, thence South 29 degrees, 37 minutes, 00 seconds West 149.94 feet to an iron rod found; thence North 78 degrees, 02 minutes, 00 seconds West 283.50 feet to an iron rod found with surveyors I.D. cap, passing through an iron rod found at 45.46 feet. Thence South 11 degrees, 59 minutes, 00 seconds West 143.00 feet to the face of the concrete curb on the north side of Milford Street, passing through an iron rod found at the back of curb at 142.38 feet. Thence by and with the face of curb on the north side Milford Street, North 78 degrees, 02 minutes, 00 seconds West 81.60 feet to the point of beginning containing 51,231± square feet, 1.18 acres of land, more or less.

- NOTES:**
- 1) TAX MAP 0117, GRID 15, PARCEL 3133, SALISBURY, WOODMICO COUNTY, MD
  - 2) DEED REFERENCE: 1835/57  
PLAT REFERENCE: 394/97
  - 3) DISTRICT: 13
  - 4) FLOOD INSURANCE RATE MAP FM24045C0225E, DATED AUG. 17, 2015  
FLOOD ZONE "X"
  - 5) Email dated Feb. 7, 2017 from Nancy Eves, zoning administrator, City of Salisbury. Email reads as follows: "The property is located in the College & University zoning district. The maximum allowable height is 50'. Setbacks are 30' in the front, 10' in the rear (except for a boarding house/rooming house or a fraternity or sorority house, and then the setback increases to 30'), and 10' on the side."

**TITLE REPORT, SUPPLIED BY "CHICAGO TITLE INSURANCE COMPANY", FILE No. 82921**  
EFFECTIVE DATE JANUARY 6, 2017

**SCHEDULE B - PART II, EXCEPTIONS:**

**NOTED ON PLAT:**

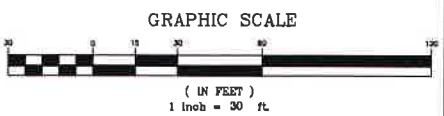
- ⊗ Subject to the terms and conditions shown on a plat entitled "Property Survey - Tri-State Engineering and Sales, Inc. and Tri-State Insurance, Inc. et al.," dated August 31, 1983, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 594, Folio 97.
- ⊗ Subject to a plat entitled "Proposed County Road - Milford Street," dated October 18, 1981, and recorded among the aforesaid Land Records in Liber No. 501, Folio 87.
- 11. Subject to a public utility right-of-way dated September 20, 1965, from Tri-State Engineering and Sales, Inc. to the Eastern Shore Public Service Company of Maryland, et al. and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 542, Folio 551.
- ⊗ Subject to a deed dated November 30, 1961, from Tri-State Engineering and Sales, Inc. et al. to the County Commissioners of Wicomico County, Maryland, and recorded among the aforesaid Land Records in Liber No. 531, Folio 181 for Milford Street.
- 13. Subject to the terms and conditions on a plat entitled "Alta-NSPS Land Title Survey for Salisbury University," dated February 10, 2017, by Dan R. Baumgartner, Land Surveyor, to be recorded among the Plat Records of Wicomico County, Maryland.

To: The Guzey Family Limited Partnership  
Salisbury University  
Chicago Title Insurance Company

It is based hereon that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7, 8, 9, 10a, 11, 13, 14, 17, 19, 20, 21, 22, & 23 of Table A thereof. The field work was completed on MAY 4, 2016

Date of Plat or Map: February 10, 2017

Date: 2/10/2017 (eigned) *Don R. Baumgartner*  
Don R. Baumgartner  
State of Maryland  
Property Line Surveyor  
Registration No. 601 (expires 4-16-2017)



ALTA/NSPS LAND TITLE SURVEY  
FOR  
**SALISBURY UNIVERSITY**  
217 MILFORD STREET, SALISBURY, MD 21801

**DON R. BAUMGARTNER**  
Land Surveyor

P.O. Box 773  
Salisbury, MD 21803  
Tel: 410-742-0077  
Email: Don270@verizon.net  
Maryland: Property Line Surveyor No. 601  
Delaware: Professional Land Surveyor No. 553

JOB NO. 91-001-17  
DATE: 2/10/2017  
FIELD BOOK 40, PAGE 32

SCALE: 1"=30'



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*  
Date: May 22, 2019  
Re: Memorandum of Understanding with Salisbury University for use of Plant Street

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Salisbury Department of Infrastructure and Development received a request from Salisbury University to utilize the Plant Street right-of-way. Plant Street is a fifty foot right-of-way located north of Milford Street and east of the Railroad right-of-way. Plant Street is paved to allow for access to buildings on the street. The ALTA survey is attached for reference.

Salisbury University would like to utilize the Plant Street right-of-way to provide for the ten foot wide Rail Trail bicycle and pedestrian pathway, as well as for vehicular access to buildings, parking and stormwater management. The University is planning improvements to the existing building and will have classrooms located off of Plant Street. Additionally, the right-of-way will have a twelve foot wide service road to the athletic fields.

The attached Memorandum of Understanding details the proposed uses and responsibilities. The Department of Infrastructure and Development recommends adoption of the Memorandum of Understanding and supports the creation of the Rail Trail segment.

Unless you or the Mayor have further questions, please forward a copy of this memo, the Resolution and the Memorandum of Understanding to the City Council.