

RESOLUTION NO. 2974

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 southerly Corporate Limit of the City of Salisbury to be known as "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected property in a rectangular shape to the point of beginning.

WHEREAS the City of Salisbury received a petition to annex dated March 28, 2019, attached hereto as **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 southerly Corporate Limit of the City of Salisbury to be known as "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at a point on the Corporate Limit of the City of Salisbury and also being on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected property in a rectangular shape 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 August 15, 2019, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 2**; and

2019 DEC 16 PM 3:16

LESLIE C. SHERRILL, SURVEYOR

WHEREAS it appears that the petition dated March 28, 2019, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for October 28, , 2019 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 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 southerly Corporate Limit of the City of Salisbury beginning for the same at a point on the Corporate Limit, said point beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected property in a rectangular shape to the point of beginning, 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.

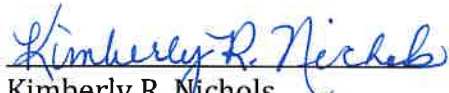
AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the R-8A residential zoning district. Said property is presently classified as R-20 Residential District under the zoning laws of Wicomico County.

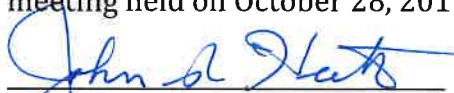
AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on October 28, 2019 at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause

a public notice of time and place of said hearing to be published not fewer than two (2) 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 September 23, 2019 having been duly published as required by law in the meantime a public hearing was held on October 28, 2019, and was finally passed by the Council at its regular meeting held on October 28, 2019.


Kimberly R. Nichols,
City Clerk


John R. Heath,
Council President

APPROVED BY ME this 30th day of OCTOBER, 2019.

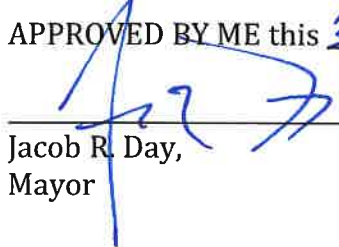

Jacob R. Day,
Mayor

Exhibit 1

LIBER 0004 FOLIO 323

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # PART OF PARCEL 34
DEED REF. 4166/124
PLAT REF. 288/45
Map # 38 GLID 23

SIGNATURE (S)

[Signature]
FOR TIMBERCREST 588, LLC

3.28.2019
Date

Date

Date

Date



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

SCHUMAKER LANE – TIMBER CREST SBY, LLC 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: 8/15/19

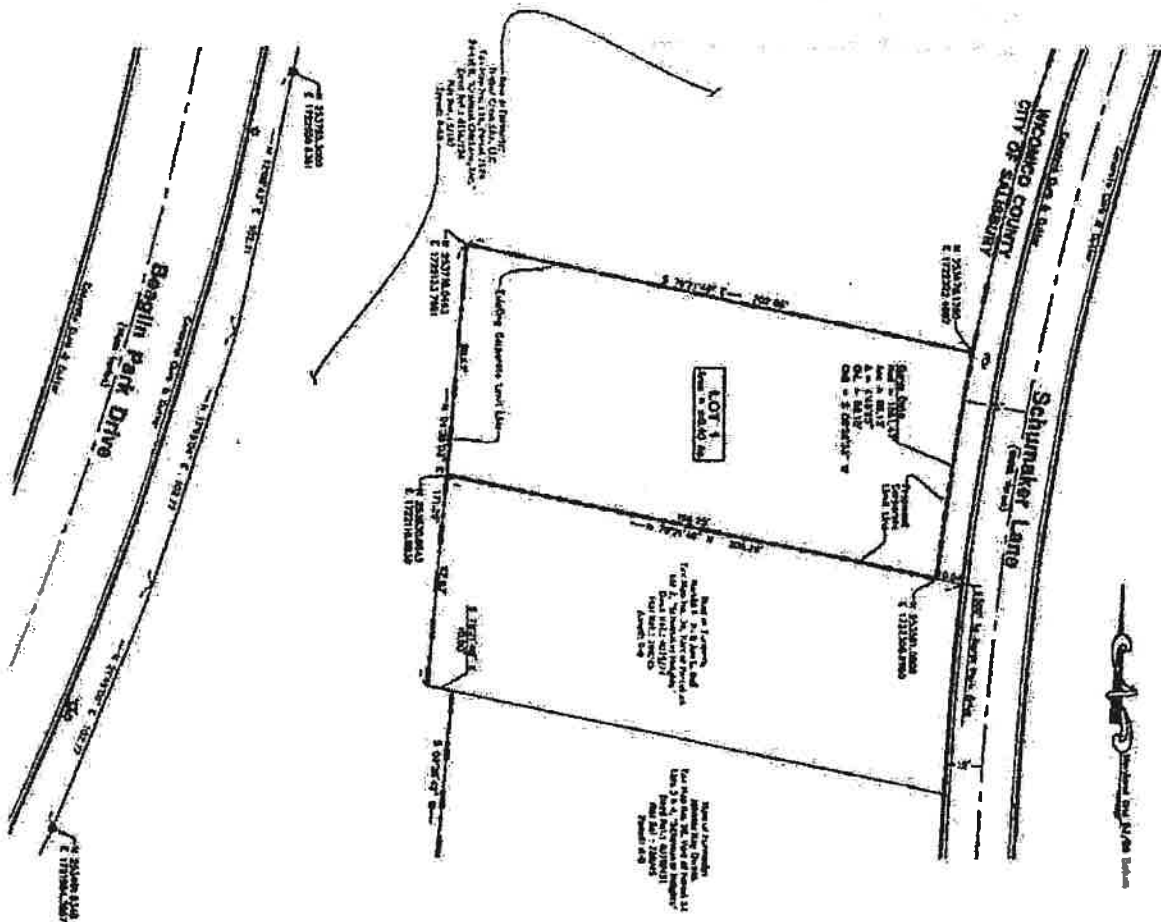
Schumaker Lane – Timber Crest SBY LLC Annexation - Certification.doc

Exhibit A

SCHUMAKER LANE — TIMBER CREST SBY, LLC PROPERTY

Beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1, "Timber Crest Subdivision". Said point also being at a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,209,902.83 Y 192,928.21 (1) Thence by and with the said Corporate Limits Line North seventy-eight degrees thirty-eight minutes six seconds West (N 78° 38' 06" W) two hundred ten decimal zero, nine (210.09) feet to a point at the northwesterly corner of the said Lot 1. X 1,209,696.86 Y 192,969.61 (2) Thence continuing by and with the said Corporate Limits Line South four degrees five minutes fifty-six seconds West (S 4° 5' 56" W) eighty-eight decimal two, one (88.21) feet to a point on the southerly line of the said Lot 1. X 1,209,690.55 Y 192,881.62 (3) Thence by and with the said line of Lot 1 South seventy-eight degrees twenty-one minutes forty-eight seconds East (S 78° 21' 48" E) two hundred six decimal three, six (206.36) feet to a point on the former right of way line of Schumaker Lane. X 1,209,892.67 Y 192,840.00 (4) Thence North six degrees thirty-four minutes four seconds East (N 06° 34' 04" W) eighty-eight decimal seven, nine (88.79) feet to the point of beginning.

Annexation containing 0.421 acres, more or less.



LEGEND	
■	Cattle Movement Feed
□	Van Fruit Farm
●	Valley Park
○	Upl. Park
△	For Midland

Attending Counsel
I, **Barry Lee Smith**, was present at the trial and I am of the opinion that the charges were properly brought and I am not a judge.
William Bruce Adams
Prosecutor (San Joaquin County)
Signed and sworn to:
Barry Lee Smith
Criminal Justice 4, 2011

GRAPHIC SCALE

CHIEF'S & SHAREHOLDERS CERTIFICATION
We, the undersigned, being the shareholders of said company, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in the office of the Secretary of the State of New York, and that the same is a true and correct copy of the original of the same as the same is on file in the office of the Secretary of the State of New York.

Secretary

Treasurer

Attorney

Date

Not the NY, bonded State of NY/2004

1. Office:
Hawley, Cheryl MRS., LIT
10000 1st Avenue, NE
Bellevue, WA 98004
2. For copy to: Mr. Chid 24, Port of Panama 24
3. Re: (sent 04/1, 04/07/95)
4. Re: Ref: 03A/04
5. Re: Atlantic Seaway Line
6. Re: Shipping 1-0-5
7. Re: 07/25/95 on Re (04/01 Rev'd)
8. Re: Attached copy includes and provides details with the actual Property
Description to be used in a Lease of (lease agreement) to be entered into
between the Property of the Port of Panama and the Atlantic Seaway Line.
Enclosed for the Property of the Port of Panama is 24/04/02/95.
Enclosed for the Property of the Port of Panama is 24/04/02/95.

REVISIONS

REVISIONS	
Date	Issued for

W. BRUCE WAGNER
PROPERTY LINE SURVEYOR, LLC

33915 Bob Smith Rd.
Pittsville, MD 21850
410-430-0287

bwognersurveying@gmail.com

**ANNEXATION PLAN
FOR A PORTION OF THE LANDS OF
TIMBER CREST SOY, LLC
LOT 1, "SCHUMAKER HEIGHTS"
PARSONS ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND**

TIMBER CREST SBY, LLC – SCHUMAKER LANE ANNEXATION

LIBER 0004 FOLIO 327

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this 6th day of November, 2019, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Timber Crest SBY, LLC*, a Maryland limited liability company (“Timber Crest”) (the City and Timber Crest are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “Timber Crest” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Timber Crest, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Timber Crest, as the case may be;

WHEREAS, Timber Crest is the fee simple owner of that certain real property situate in Parsons Election District, Wicomico County, Maryland and identified as Map 0038, Grid 0023, Parcel 0034, Lot 1 on the Tax Records of the State of Maryland, having a State of Maryland Tax Identification Number of 05-050243, consisting of approximately 18,480 square feet of land, more or less, being all that same real property described as “L-1 18,480SQFT, W/S SCHUMAKER LANE, R JOHNSON & GRACIOUS CHICKENS INC”, and further being, in all respects, all that real property described as “Item One” in a Deed, dated May 4, 2017, from Gracious Chickens, Inc., *et al.* unto Timber Crest, recorded among the Land Records of Wicomico County in Liber 4166, Folio 0124 (said real property is hereinafter referred to as the “Annexed Property”);

WHEREAS, approximately 17,507 square feet (0.40 acres), more or less, of the Annexed Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, as more particularly depicted and described as “LOT 1” on a plat entitled “Annexation Plan for a Portion of the Lands of Timber Crest SBY, LLC, Lot 1, ‘Schumaker Heights’, Parsons Election District Wicomico County, Maryland”, dated March 17, 2019 (the “Annexation Plat”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by W. Bruce Wagner, Property Line Surveyor, LLC and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Annexed Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Annexed Property Description”);

WHEREAS, as shown on the Annexation Plat, the Annexed Property is a 17,507+/- square feet (.40+/- acres) site located on the westerly side of Schumaker Lane, and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present municipal boundaries of the City;

WHEREAS, to effectuate the City’s annexation of the Annexed Property, Timber Crest filed a Petition for Annexation of the Annexed Property (the “Petition”) (a copy of the Petition is attached hereto and incorporated herein as *Exhibit C*);

WHEREAS, as of the date and year first above written, Timber Crest is the owner and interest holder of one hundred percent (100%) of the assessed value of the Annexed Property, being all that real property to be annexed by the City as contemplated by this Agreement;

WHEREAS, the Annexed Property is intended to comprise all or portions of Lots 37, 38 and 39 of a Forty (40) lot single-family residential subdivision known as “Greystone Residential Community” (the “Greystone Subdivision”) (see the “Partial Site Development Plan for the Greystone Subdivision” attached hereto and incorporated herein as *Exhibit D* (the “Partial Site Development Plan”)), which shall be depicted on the final subdivision plat for the Greystone Subdivision to be prepared by Timber Crest and filed with the City in accordance with all applicable requirements of the Salisbury Municipal Code (the “City Code”);

WHEREAS, upon the City's annexation of the Annexed Property, and subject to approval of the final subdivision plat for the Greystone Subdivision, the Annexed Property will be used to accommodate Timber Crest's development of the Greystone Subdivision;

WHEREAS, the 2010 City of Salisbury Comprehensive Plan (the "**Comprehensive Plan**") sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

WHEREAS, the Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City's Municipal Growth Area "reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County";

WHEREAS, the Annexed Property is included within the City's Municipal Growth Area, which designates the Annexed Property as "Medium Density Residential";

WHEREAS, following Timber Crest's submission of the Petition, the City, through its Department of Infrastructure and Development (the "**I&D Department**"), referred the Petition to the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**") for the Planning Commission's consideration and approval of the proposed zoning for the Annexed Property upon its annexation by the City;

WHEREAS, at its May 16, 2019 meeting, the Planning Commission unanimously approved zoning the Annexed Property as "R-8A" upon its annexation by the City, on the basis the R-8A zoning designation is the same zoning designation for adjoining parcels located within the municipal limits of the City, and, furthermore, because the R-8A zoning designation is consistent with Timber Crest's proposed use of the Annexed Property for development of the Greystone Subdivision as well as the land use policies set forth in the City's Comprehensive Plan;

WHEREAS, without annexation, the Annexed Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which is required for approval of the final subdivision plat for the Greystone Subdivision and Timber Crest's development of the Greystone Subdivision;

WHEREAS, the City agrees to annex the Annexed Property, provided Timber Crest agrees to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing Timber Crest's development and use of the Annexed Property or any portion thereof;

WHEREAS, the City has held all public hearings regarding the proposed annexation of the Annexed Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

WHEREAS, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Annexed Property and all annexation proceedings relating thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Annexed Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Annexed Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Annexed Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Annexed Property.

2. Warranties & Representations of the City.

(a) When reviewing any development plan submitted for or relating to the Annexed Property or any portion thereof, including, expressly, the Partial Site Development Plan (*see Exhibit D*) and/or any plat or plan for the subdivision and/or development of the Greystone Subdivision, the Planning Commission, and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by all terms of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Annexed Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Annexed Property or the development thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's annexation of the Annexed Property is not intended nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to the development or use of the Annexed Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of the Annexed Property or interfere with Timber Crest's vested rights in and to the Annexed Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

3. Warranties & Representations of Timber Crest.

(a) The execution of this Agreement shall constitute Timber Crest's express written consent to the City's annexation of the Annexed Property as required by MD Code, Local Government, § 4-403(b)(1)-(2).

(b) Timber Crest represents and warrants to the City as follows: (i) Timber Crest has the full power and authority to execute this Agreement; (ii) Timber Crest is the sole, fee simple owner of the Annexed Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Annexed Property, as of the date and year first above written; and, (iii) to the best of Timber Crest's knowledge and belief there is no action pending against or otherwise involving Timber Crest and/or the Annexed Property which could affect, in any way whatsoever, Timber Crest's right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree Timber Crest will receive a benefit from the City's annexation of the Annexed Property; accordingly, by its execution of this Agreement, Timber Crest expressly waives and relinquishes any and all rights or claims it has, or may have, to withdraw its consent to the City's annexation of the Annexed Property or any portion thereof; and, furthermore, neither Timber Crest nor any of its agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Timber Crest under this Section 3(b) represents material consideration received by the City for its annexation of the Annexed Property, without which the City would not enter into this Agreement.

4. Application of City Code and Charter; City Taxes. From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Annexed Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Annexed Property, the Annexed Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. **Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Annexed Property shall be zoned R-8A.

6. **Municipal Services.**

(a) Subject to the obligations of Timber Crest under Sections 9(f)(i)-(ii), the City agrees to provide all necessary municipal services required for Timber Crest's development and/or use of the Annexed Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Annexed Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Timber Crest in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Timber Crest expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Annexed Property shall be allocated or otherwise reserved by the City unless and until Timber Crest has made payment to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and/or services in accordance with the applicable policies of the City existing at such time. Timber Crest shall not be obligated to pay any capacity fee(s) or to connect any portion of the Annexed Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) Timber Crest's election to connect the Annexed Property, or any portion thereof, to the City's water and/or wastewater systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Annexed Property to the City's water and/or wastewater systems.

7. **Standards & Criteria.** Should any environmental, engineering or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **City Boundary Markers.**

(a) At its sole cost and expense, Timber Crest shall install City Boundary Markers at the boundary lines of the Annexed Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Annexed Property. Within ninety (90) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Timber Crest shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) In the event Timber Crest fails to perform its obligations under Section 8(a), then, after the expiration of the ninety (90) day period provided in Section 8(a), Timber Crest shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Timber Crest under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Timber Crest expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Annexed Property, the publication of any public notice(s) for or in connection with the City's annexation of the Annexed Property, and/or any other matter relating to or arising from the City's annexation of the Annexed Property, as determined by the City in its sole discretion. The City shall invoice Timber Crest for all costs to be paid by Timber Crest under this Section

9(a); and Timber Crest shall make payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days of Timber Crest's receipt of any invoice from the City.

(b) **Development of Annexed Property.** Timber Crest shall develop the Annexed Property in a manner that complies with all laws and regulations governing the development of property located within the City's R-8A zoning district.

(c) **Contribution to Area Improvement; Road Improvements; Stormwater Management; Sewer Service.** Timber Crest agrees to install sidewalks along the full public road frontage of the Annexed Property and to install pedestrian walkways along and within the Annexed Property in such a manner and to such an extent as determined by the City's I&D Department.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

- (i) Prior to Timber Crest submitting or filing any application or request with the City for issuance of any permit relating to the development of the Annexed Property (including an application for a building permit), or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, Timber Crest shall pay a non-refundable development assessment to the City in the amount of Four Thousand Fifty-Five Dollars and 00/100 (\$4,055.00) (the "**Development Assessment**"). It is expressly acknowledged by the Parties that Timber Crest's payment of the Development Assessment represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.
- (ii) In the event Timber Crest fails to pay the Development Assessment in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any development of the Annexed Property.
- (iii) The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: (A) any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the development of the Annexed Property; (B) any impact fee(s) levied or imposed by Wicomico County or the City; (C) and/or, any other charge(s) or fee(s) the City may assess against Timber Crest and/or the Annexed Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Annexed Property or any portion thereof.

(e) **Community & Environmental Design.** Timber Crest expressly acknowledges and agrees that any development plan for the Annexed Property shall comply with all conditions imposed by the I&D Department and/or the Planning Commission in connection with Timber Crest's development of the Greystone Subdivision, inclusive of the Annexed Property.

(f) **Public Utility Improvements & Extensions; Wastewater Service.**

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Annexed Property. Accordingly, at its sole cost and expense, Timber Crest shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Annexed Property, including any future development thereof, subject to all applicable City standards and specifications. Timber Crest further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(f)(i) shall be oversized in the manner and to the extent determined by the Director of the City's I&D Department.
- (ii) Timber Crest's design and construction of the facilities required for the extension and service of public water and wastewater utilities to the Annexed Property shall be governed by the terms and conditions of a Public Works Agreement by and between Timber Crest and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective. Notwithstanding any term to the contrary set forth herein, no permit may be issued to Timber Crest, or any party acting for or on its behalf, for any work associated with the development of the Annexed Property and/or any other portion of the Greystone Subdivision, until the PWA is executed by the Parties.

10. RECORD PLAT. Timber Crest shall provide the City with a copy of the final record plat for any subdivision and/or development of, on or within the Annexed Property or any portion thereof.

11. NOTICES. All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (a) when delivered in person on a business day at the address set forth below; (b) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (c) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Timber Crest shall be addressed to, and delivered at, the following addresses:

Timber Crest SBY, LLC
c/o Keith Iott, PE, RA
310 Hammond Street
Salisbury, Maryland 21804

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury
c/o Amanda H. Pollack, P.E., Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

With a copy to:

Michael P. Sullivan, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

With a copy to:

S. Mark Tilghman, Esquire
Seidel, Baker & Tilghman, P.A.
110 N. Division Street
Salisbury, Maryland 21801
City Solicitor

12. Future Uses of the Annexed Property. Timber Crest expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any subdivision, development and/or use of the Annexed Property, or any portion thereof, must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-8A zoning district. Any development, subdivision and/or use of the Annexed Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Annexed Property, including any subdivision of the Annexed Property subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Annexed Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Annexed Property, or any portion thereof, and/or any subdivision of the Annexed Property.

13. Miscellaneous Provisions.

(a) Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) Scope of Agreement. This Agreement is not intended to limit the exercise of any police power(s) of the City, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, this Agreement shall be subject to all properly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by the City as a result of a state or federal mandate; or, **(iii)** applicable to the Annexed Property and to similarly situated property located outside of the City in Wicomico County.

(c) Entire Agreement. This Agreement and all exhibits attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings of the Parties relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Development of Annexed Property as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) any development or use of the Annexed Property, or any portion thereof, is a private undertaking by Timber Crest; (ii) neither the City nor Timber Crest is acting as the agent of any other party hereto in any respect hereunder; and, (iii) that each party hereto is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association between the Parties, of any kind whatsoever, is formed by the terms of this Agreement.

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authority of the City and any successor owner(s) of record of the Annexed Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Timber Crest to any purchaser of the Annexed Property, or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Annexed Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Timber Crest shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Annexed Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Timber Crest shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Timber Crest of any of its interests in and to the Annexed Property or any portion thereof.

(i) **Express Condition.** The obligations of Timber Crest under this Agreement shall be contingent upon the annexation of the Annexed Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Timber Crest independent of its ownership of the Annexed Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Timber Crest expressly acknowledges and agrees its obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Annexed Property, and such obligations shall be binding upon Timber Crest and enforceable by the City against Timber Crest, and/or any of Timber Crest's successor(s), representative(s), transferee(s) and/or assign(s), to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference) shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Timber Crest. This Agreement and all terms and conditions contained herein, shall run with the Annexed Property, and all portions thereof, and shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) **No Reliance.** Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** In the event any term, provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is adjudged invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Annexed Property or any portion thereof.

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) **Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) **Cooperation.** Each of Timber Crest and the City agree to cooperate with one another, to the extent necessary, to facilitate the issuance of any permit from a non-party government agency which is required for Timber Crest's development of the Annexed Property.

(u) **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

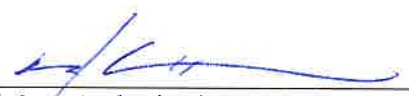
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Annexation Agreement as of the day and year first above written.

ATTEST/WITNESS:

"Timber Crest":

Timber Crest SBY, LLC



By:  (Seal)

Keith Iott, Authorized Representative

MEM BRR

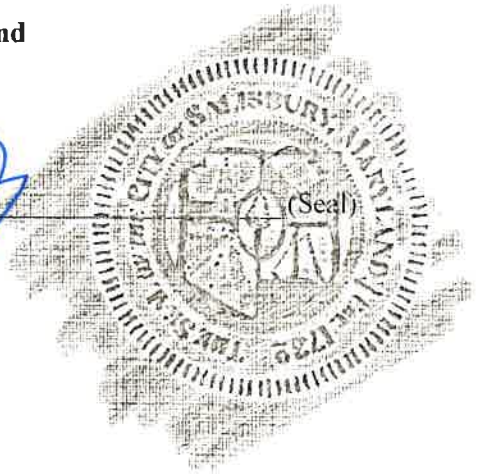
THE "CITY":

City of Salisbury, Maryland

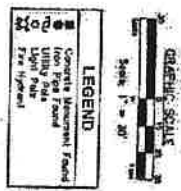
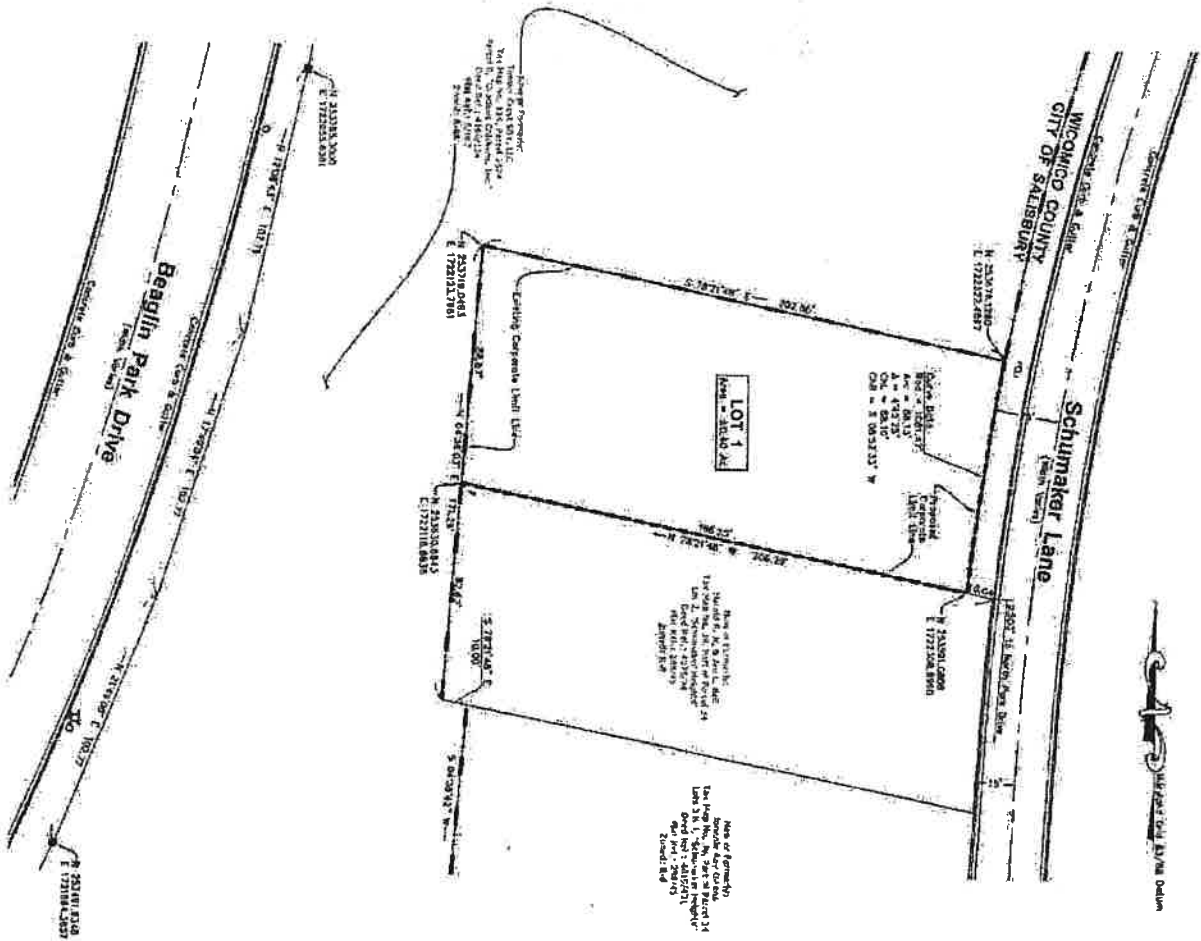


By:  (Seal)

Jacob R. Day, Mayor



LIBER 0004 FOLIO 337 Exhibit A Annexation Plat



PURPOSE STATEMENT
The purpose of this plat is to show the location of Lot 1, as shown on the attached map, and to show the location of Lot 1, as shown on the attached map, and to show the location of Lot 1, as shown on the attached map.

OWNERS & SURVEYORS CERTIFICATION
We, the undersigned, being the owners of the land shown on this plat, do hereby certify that the same is a true and correct copy of the original survey, and that the same is a true and correct copy of the original survey, and that the same is a true and correct copy of the original survey.

- NOTES**
1. OWNER: Timber Crest SBY, LLC, 1007 Sandstone Court, Salisbury, MD 21804
 2. Tax Map No. 26, Old 23, Part of Parcel 24
 3. Date: 06/14/2014
 4. Plat No: 205/15
 5. Site Address: Schumaker Lane, Salisbury, MD
 6. Survey: N-S
 7. Acre: 217,227 sq. ft. (6.00 acres)
 8. For record and location and graphic platting only, the subject property is shown as a portion of the land shown on the attached map, and is shown as a portion of the land shown on the attached map, and is shown as a portion of the land shown on the attached map.

**ANNEXATION PLAN
FOR A PORTION OF THE LANDS OF
TIMBER CREST SBY, LLC
LOT 1, "SCHUMAKER HEIGHTS"
PARSONS ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND**

REVISIONS	
Date	Issued for

W. BRUCE WAGNER
PROPERTY LINE SURVEYOR, LLC
33915 Bob Smith Rd.
Pittsville, MD 21850
410-430-0287
bwagnersurveying@gmail.com



Surveyed By: Quinn B. Wagner
Date: June 2015
Scale: 1" = 20'
Sheet No. 1 of 1

SCHUMAKER LANE – TIMBER CREST SBY, LLC PROPERTY

Beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1, "Timber Crest Subdivision". Said point also being at a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,209,902.83 Y 192,928.21 (1) Thence by and with the said Corporate Limits Line North seventy-eight degrees thirty-eight minutes six seconds West (N 78° 38' 06" W) two hundred ten decimal zero, nine (210.09) feet to a point at the northwesterly corner of the said Lot 1. X 1,209,696.86 Y 192,969.61 (2) Thence continuing by and with the said Corporate Limits Line South four degrees five minutes fifty-six seconds West (S 4° 5' 56" W) eighty-eight decimal two, one (88.21) feet to a point on the southerly line of the said Lot 1. X 1,209,690.55 Y 192,881.62 (3) Thence by and with the said line of Lot 1 South seventy-eight degrees twenty-one minutes forty-eight seconds East (S 78° 21' 48" E) two hundred six decimal three, six (206.36) feet to a point on the former right of way line of Schumaker Lane. X 1,209,892.67 Y 192,840.00 (4) Thence North six degrees thirty-four minutes four seconds East (N 06° 34' 04" W) eighty-eight decimal seven, nine (88.79) feet to the point of beginning.

Annexation containing 0.421 acres, more or less.

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

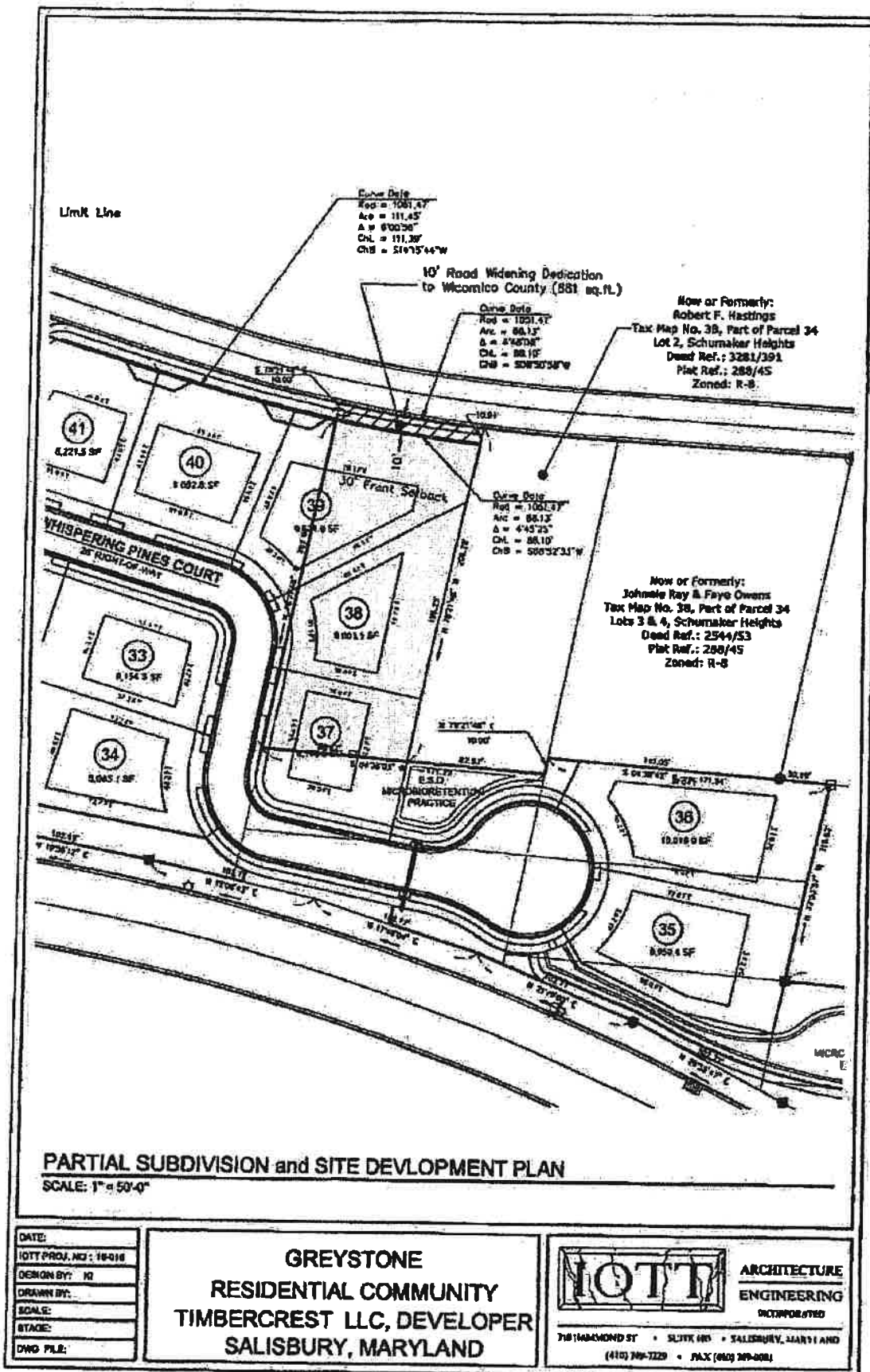
I/We request annexation of my/our land to the City of Salisbury.

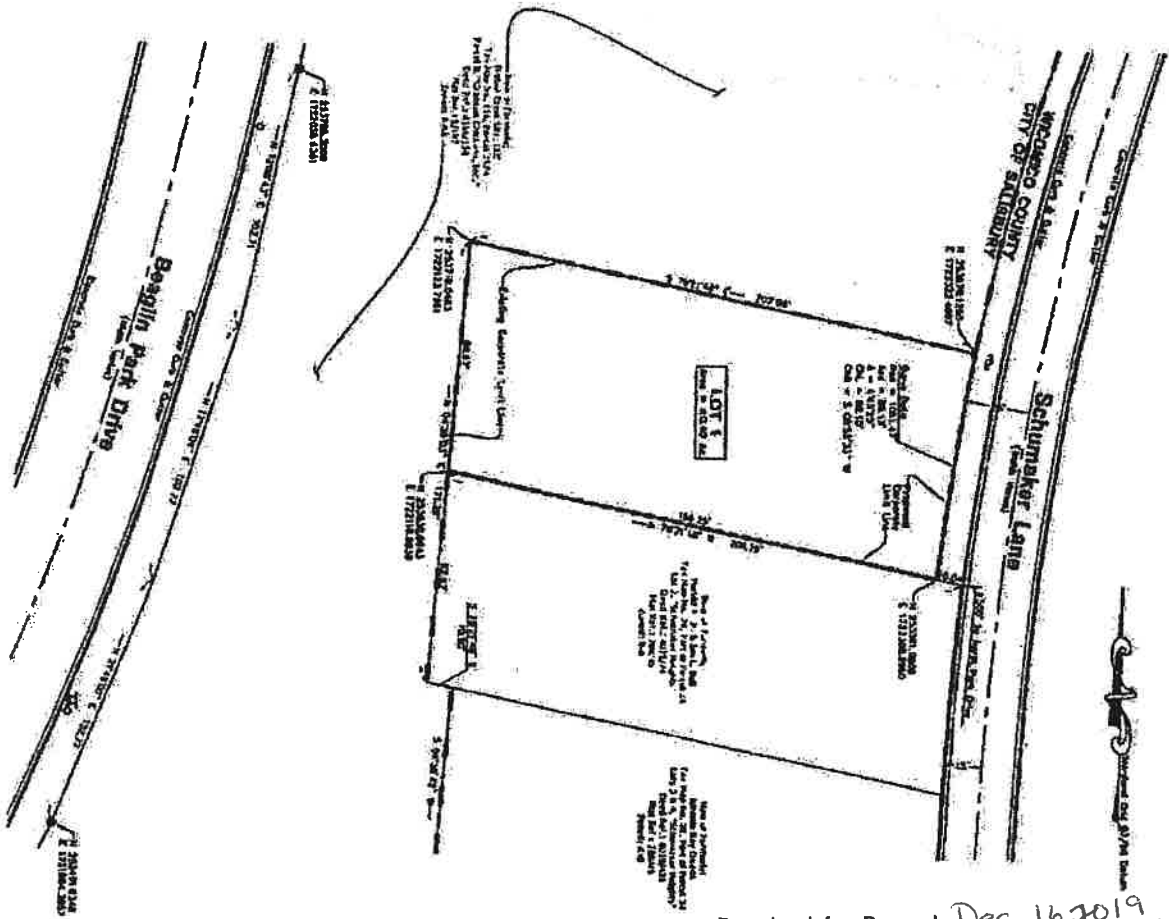
Parcel(s) # PART OF PARCEL 34
DEED REF. 4166/124
PLAT REF. 288/45
Map # 38 GLID 23

SIGNATURE (S)

<u>[Signature]</u>	<u>3.23.2019</u>
<u>FOR TIMBERCREST SUB, LLC</u>	Date
_____	Date
_____	Date
_____	Date



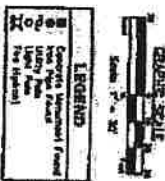




* City of Salisbury
ordinance
a resolution

Received for Record Dec. 16, 2019 and
recorded in the * Records of Wicomico
County, Maryland in Liber J.B.M.
No. 4 Folios 319-342

John B. Wagner Clerk



PURPOSE STATEMENT
 The purpose of this map is to show the location of the proposed annexation of Lot 1, Schumaker Heights, to the City of Salisbury, Maryland. The map is prepared in accordance with the provisions of the Maryland Surveying and Mapping Act of 1996, as amended.

COMMENTS & SURVEYOR'S CERTIFICATION
 I, the undersigned, being a duly licensed Professional Surveyor in the State of Maryland, do hereby certify that I am a duly licensed Professional Surveyor in the State of Maryland, and that I am the author of this map. I further certify that this map was prepared in accordance with the provisions of the Maryland Surveying and Mapping Act of 1996, as amended.

1. LOT 1, Schumaker Heights, LLC, containing 10.00 AC, more or less, located in the City of Salisbury, Maryland.
2. The map shows the 20.00 AC of Parcel 12.
3. The map shows the 10.00 AC of Parcel 12.
4. The map shows the 10.00 AC of Parcel 12.
5. The map shows the 10.00 AC of Parcel 12.
6. The map shows the 10.00 AC of Parcel 12.
7. The map shows the 10.00 AC of Parcel 12.



**ANNEXATION PLAN
 FOR A PORTION OF THE LANDS OF
 TIMBER CREST SBY, LLC
 LOT 1, "SCHUMAKER HEIGHTS"
 PARSONS ELECTION DISTRICT
 WICOMICO COUNTY, MARYLAND**

REVISIONS	
Date	Revised By

W. BRUCE WAGNER
 PROPERTY LINE SURVEYOR, LLC
 33915 Bob Smith Rd.
 Pittsville, MD 21850
 410-430-0287
 bwagner@surveying@gmail.com

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

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

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

City of Salisbury
Municipal Corporation

Wicomico
County(ies)

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

125 N. Division St.
Address
Room 305

410-548-3140
Phone

Salisbury, MD 21801

12-13-19
Date of Submitting this Resolution*

2974
Resolution Number

10-28-19
Date Enacted by Legislative Body

12-13-19
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 4 and against 0 this resolution. and 1 abstention.

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)).

Memorandum

To: Amanda Pollack, Director of Infrastructure & Development

From: William T. Holland 

Date: 8/28/2019

Re: Timber Crest SBY, LLC – Schumaker Lane Annexation

Attached is the completed package for the referenced annexation. Please have this scheduled for the City Council work session for Tuesday, September 3, 2019. Let me know if you have any questions.

Memorandum

To: Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development
From: Michael P. Sullivan, Esq.
Date: 8/13/2019
Re: *Fiscal Impact – Timber Crest SBY, LLC; Annexation of Schumaker Lane Property*

Petition Requesting the City's Annexation of the Annexed Property:

Timber Crest SBY, LLC ("**Timber Crest**") filed a Petition for Annexation (the "**Petition**"), dated March 28, 2019, with the City of Salisbury (the "**City**"), requesting the City annex the following parcels of lands:

A portion of that certain parcel of real property identified as Map 0038, Grid 0023, Parcel 0034, Lot 1 (Tax Account No. 05-050243) ("**Parcel 0034**"), consisting of 17,507 square feet of land (.40+/- acres), more or less (said portion of Parcel 0034 is hereinafter referred to as the "**Annexed Property**").

If approved by the City Council, the City's annexation of the Annexed Property will add 0.40+/- acres of land to the municipal boundaries of the City, all of which will be zoned as "R8-A Residential" and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the "**City Code**"). The City's annexation of the Annexed Property is estimated to have an annual net-positive fiscal impact on the City in the amount of \$4,114.32, once the Annexed Property is fully developed as planned by Timber Crest. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City and is fully developed as planned by Timber Crest.

Costs Incurred by the City from the Annexation of the Annexed Property:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2020 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e. how much the costs incurred by the City for providing a service are likely to vary with each additional household or job. With respect to the City's annexation of the Annexed Property, cost projections are limited solely to households added by this annexation; since the Annexed Property is planned for development of three (3) single-family homes, within the forty (40) lot single-family residential subdivision known as "Greystone Residential Community", development of the Annexed Property (as planned) will not produce new long-term employment positions in any sector.

Regardless of the nature or extent of the proposed use or the planned development of property annexed by the City, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how such annexed property is ultimately used or developed. In light of such considerations, as well as Timber Crest's current plans for development of the Annexed Property which consist of constructing three (3) single-family homes within the Annexed Property, the annual, total costs to the City arising from its annexation of the Annexed Property – once it is fully developed and occupied – are estimated to be approximately \$900.00+/-.

August 13, 2019

Revenues to City from the Annexation of the Annexed Property:

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2020 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since the actual assessed value of the improvements Timber Crest has proposed for its development of the Annexed Property (i.e. three (3) single-family residential homes) is unknown, this Memorandum estimates the assessed value of each of the three (3) lots comprising the Annexed Property, as improved by a single-family residential home consistent with Timber Crest's development plans, to be \$170,000.00. Accordingly, once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$510,000.00. Using the real property tax rate adopted by the City for its FY2020 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property, once fully developed, is estimated to be \$5,014.32+/-.

Lastly, the City imposes certain user fees, capacity fees and impact fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The capacity fees the City will charge Timber Crest to connect the Annexed Property to public water and sewer utilities, as well as the service charges that will arise from the usage of water and sewer utilities at the Annexed Property once connected to the City's systems, is not included as part of the analysis contained in this Memorandum. Nonetheless, because such capacity fees and water/sewer service charges are not included in this analysis (nor are permit fees for any new development of the Annexed Property), this Memorandum undercounts the total revenue the City will ultimately realize from its annexation of the Annexed Property.

Conclusion:

Upon completion of Timber Crest's proposed development of the Annexed Property, the City's annexation of the Annexed Property is estimated to have an annual, net-positive fiscal impact to the City in the amount of approximately \$4,114.32+/-.



City of
Salisbury
Jacob R. Day, Mayor

July 22, 2019

Greystone Residential Community
Schumaker Lane
Salisbury, Maryland

RE: Annexation Zoning-Greystone Residential Community
Project #17-011
Map 113-Parcel 1136
City of Salisbury, Wicomico County, Maryland

Dear Mr. Iott,

The Salisbury-Wicomico Planning Commission at its May 16, 2019 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Anne Roane

City Planner

Department of Infrastructure & Development

City of Salisbury

125 North Division St. Room 202

Salisbury, MD 21801

410-548-3170



www.salisbury.md

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
www.salisbury.md



City of
Salisbury
Jacob R. Day, Mayor

Infrastructure and Development Staff Report

May 16, 2019

I. BACKGROUND INFORMATION:

Project Name: Greystone Residential Community
Applicant/Owner: Timber Crest SBY, LLC
Infrastructure and Development Case No.: 201900380
Nature of Request: Zoning Recommendation for Annexation
Location of Property: Schumaker Lane; Map #113; Grid #15; Parcels #1136
Requested Zoning District: R-8A Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the Greystone Residential Community – Schumaker Lane annexation located on the easterly side of Beaglin Park Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the westerly side of Schumaker Lane and consists of 17,507 sq. ft. (.04 acres). (Attachments 1 & 2)

B. Area Description:

The requested annexation area consists of one parcel 17,507 sq. ft. in size and is currently undeveloped.

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area is zoned R-8 Residential.

B. City and County Plans.

Both the city and county Comprehensive Plans designate this property and area as Medium-Density Residential.

C. Zoning for Annexed Areas.

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
www.salisbury.md



City of Salisbury

Jacob R. Day, Mayor

1. Introduction.

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

2. Adopted Plans.

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017.

3. Maryland Law.

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

1. **The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When



City of
Salisbury
Jacob R. Day, Mayor

the zoning change is from one residential zone to another, "substantially different" is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.

2. **Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The property will be used to accommodate a portion of a proposed 40 unit single family residential development. A preliminary subdivision of the proposed use was approved by the Planning Commission at its December 20, 2018 meeting. (Attachments 3 & 4)

B. Access:

The newly created lots that utilize this parcel will have access from a new city street tentatively named Whispering Pines Court.

C. Configuration and Design:

The annexation area is rectangular in shape and adjoins the existing City boundaries along both the north and west property lines.

V. ZONING RECOMMENDATION:



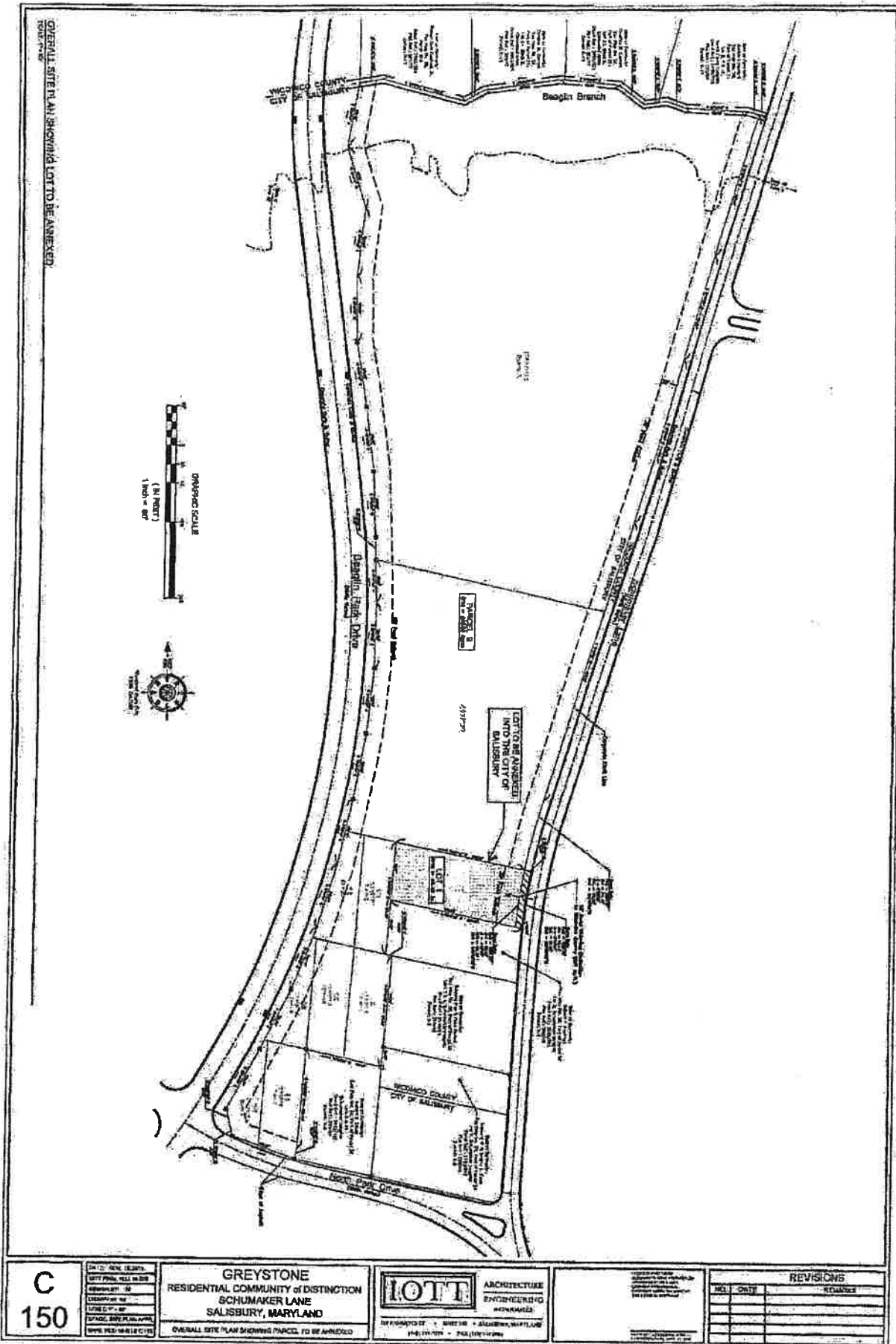
City of
Salisbury
Jacob R. Day, Mayor

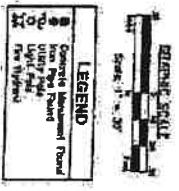
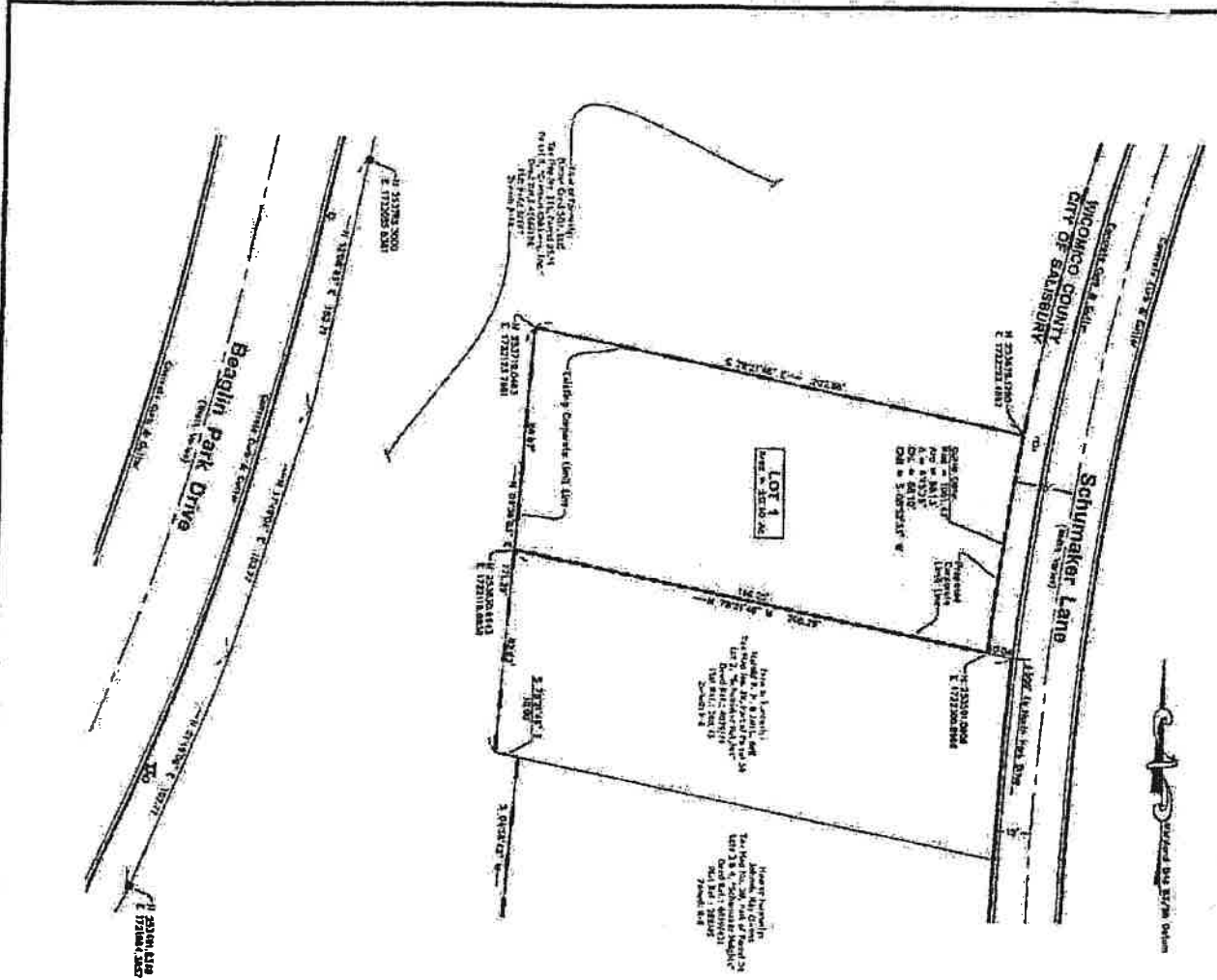
- A. The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-8 Residential in the County.

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8A Residential zoning, which is the zoning designation for adjoining city parcels. **(Attachment 5)**

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation.

ATTACHMENT 1





OWNERS & SURVEYORS CERTIFICATION

I, the undersigned, being the duly qualified and licensed Surveyor for the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner, and that the same is in accordance with the laws of the State of Maryland.

DATE: _____

OWNER: _____

DATE: _____

Surveyor: _____

File No. 470, Enclosed Data on 10/2/2011



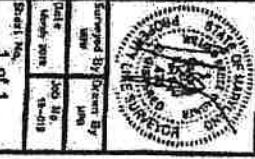
PURPOSE STATEMENT

This map is prepared for the purpose of showing the location of the property and the boundaries of the same. It is not intended to show the location of the property or the boundaries of the same for any other purpose.

Surveyor: _____

Date: 1-27/2011

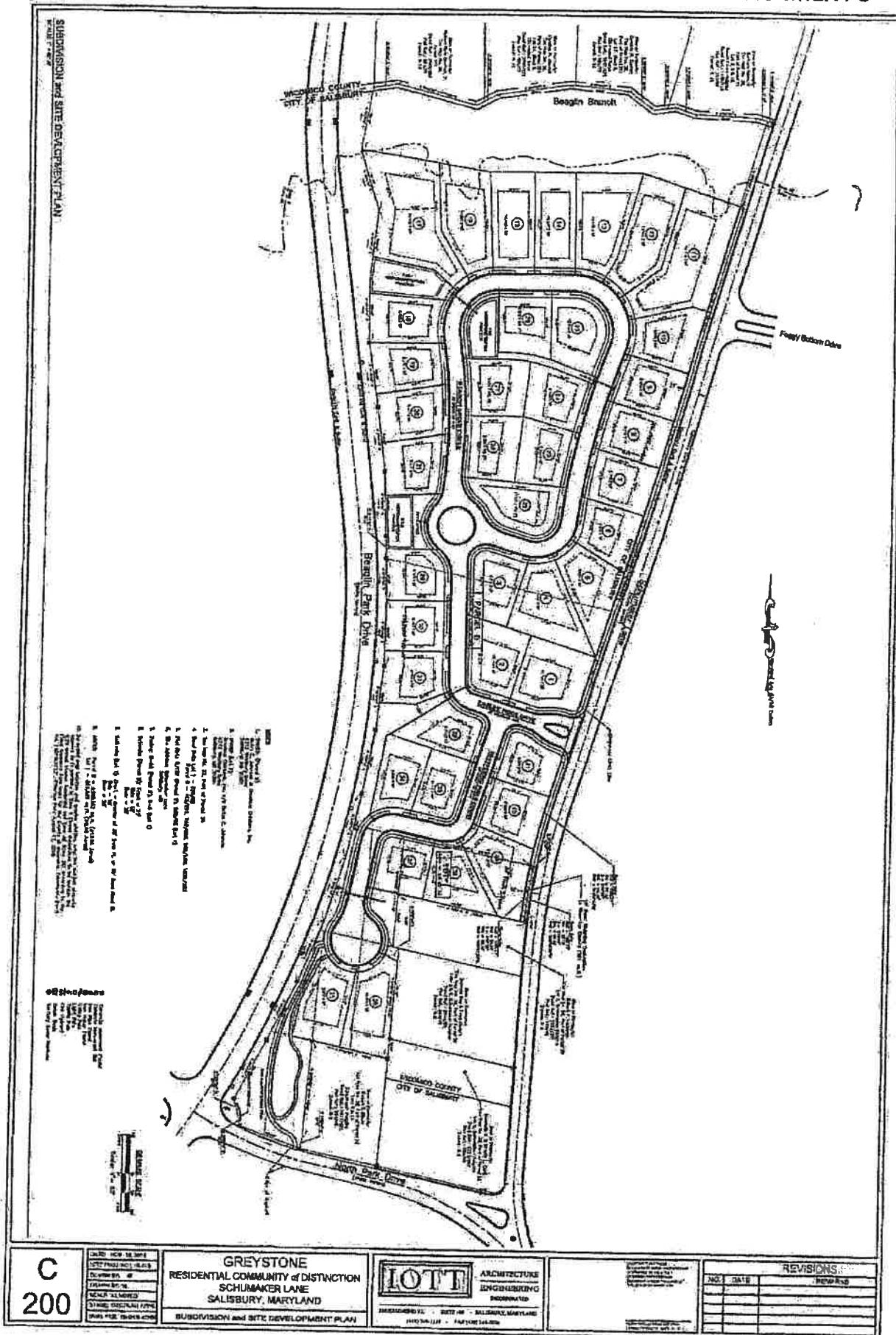
Date: 1-27/2011



ANNEXATION PLAN
FOR A PORTION OF THE LANDS OF
TIMBER CREST SBY, LLC
LOT 1, "SCHUMAKER HEIGHTS"
PARSONS ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

REVISIONS	
Date	Revised for

W. BRUCE WAGNER
 PROPERTY LINE SURVEYOR, LLC
 33915 Bob Smith Rd.
 Pittsville, MD 21850
 410-430-0287
 bwagnersurveying@gmail.com





ATTACHMENT 5

Code of Ordinances > Chapter 17.200 - PATIO DWELLINGS

≡ 🔍 ⓘ

- > Chapter 17.204 - PLANNED DEVELOPMENTS
- > Chapter 17.208 - SEMIDETACHED DWELLINGS
- > Chapter 17.212 - SHOPPING CENTERS
- > Chapter 17.216 - SIGN STANDARDS
- > Chapter 17.220 - SPECIAL DEVELOPMENT STANDARDS
- > Chapter 17.224 - TOWNHOUSE DEVELOPMENT
- > Chapter 17.228 - AMENDMENTS AND REZONING
- > Chapter 17.232 - SPECIAL EXCEPTIONS
- > Chapter 17.236 - VARIANCES

STATUTORY REFERENCES FOR MARYLAND CITIES AND TOWNS

CROSS-REFERENCE TABLE

RESOLUTION LIST AND DISPOSITION TABLE

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST modified

< 17.156.060 - Development standards.

Chapter 17.164 - R-5S, R-8S AND R-10S RESIDENTIAL DISTRICTS >

Chapter 17.160 - R-5A, R-8A AND R-10A RESIDENTIAL DISTRICTS ⓘ

17.160.010 - Purpose. ⓘ

A.

The purpose of the R-5A, R-8A and R-10A residential districts is to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts.

These districts are located in areas which are presently served or which can be served by existing municipal public utilities of water, sanitary sewer and storm drains and which contain the services and amenities necessary for concentrations of population and traffic normally associated with apartment and townhouse development.

- B. Uses permitted in these districts include the uses in the R-5, R-8 and R-10 districts while providing for additional housing uses to meet the varied housing needs of the community. In accordance with this purpose, the following uses, standards and area regulations are established.

(Prior code § 150-27)

17.160.020 - Permitted uses.

Permitted uses shall be as follows:

- A. Apartment building or project, in accordance with Chapter 17.168;
- B. Cluster development, in accordance with Chapter 17.176;
- C. Cultivation of land;
- D. Dwellings.
 - 1. Patio dwelling, in accordance with Chapter 17.200;
 - 2. Semidetached, in accordance with Chapter 17.208;
 - 3. Single-family detached,
 - 4. Two-family dwelling on a lot with a minimum of nine thousand (9,000) square feet of land area in an R-5A district; eleven thousand seven hundred (11,700) square feet of land in an R-8A district; and fifteen thousand (15,000) square feet of land in an R-10A district. All parking required for any two-family dwelling shall be in the rear yard three feet from all adjoining property lines;
- E. Firehouse;
- F. Park and playground, public and private, in accordance with Chapter

^{17.220:}
Code of Ordinances



- G. School of general instruction, in accordance with Chapter 17.220;
- H. Townhouse, in accordance with Chapter 17.224;
- I. Group domiciliary care facilities.

(Ord. 1786 § 13 (part), 2000; Prior code § 150-28)

17.160.030 - Uses permitted by special exception.



Uses permitted by special exception shall be as follows:

- A. Care home, in accordance with Chapter 17.220;
- B. Church and other place of worship on a lot size of less than five acres, in accordance with Chapter 17.220, excluding bus storage and maintenance, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- C. Church and other place of worship on a minimum lot of five (5) acres, in accordance with Chapter 17.220, including an activity building with offices and meeting rooms, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- D. Day-care facilities for the elderly and handicapped.
- E. Solar Farm.

(Ord. 1786 § 13 (part), 2000; Prior code § 150-29)

(Ord. No. 2410, 1-9-2017)

17.160.040 - Uses permitted by ordinance permit.



Uses permitted by ordinance permit by the city council shall be as follows:

- A. Day-care center or nursery school, in accordance with Chapter 17.220;
- B. Utility substation, in accordance with Chapter 17.220.

(Prior code § 150-30)

17.160.050 - Accessory uses and structures.



Code of Ordinances

Accessory uses and structures shall be as follows:



- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. Family day-care home;
- E. Office within an apartment or townhouse project solely for the purpose of ongoing management and rental or a temporary sales office in conjunction with model units until all units in the project have been sold;
- F. Private garages and other accessory uses normally associated with residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- G. Rental of guest rooms to not more than two roomers in a single-family detached dwelling on a minimum lot of five thousand (5,000) square feet which is occupied by a family related by blood, marriage or adoption, provided that one (1) additional parking space for each roomer shall be provided in the rear yard;
- H. Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- I. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

(Prior code § 150-31)

17.160.060 - Development standards.

Development standards for the R-5A, R-8A and R-10A residential districts shall be as follows:

- A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum requirements:

Code of Ordinances¹. All lots except for two-family dwellings:



District	Lot Area (square feet)
R-5A	5,000
R-8A	8,000
R-10A	10,000



2. Lots for two-family dwellings:

District	Lot Area (square feet)
R-5A	9,000
R-8A	11,700
R-10A	15,000



B. Minimum yard and setback requirements shall be as follows:

1. Front: twenty-five (25) feet;
2. Rear: thirty (30) feet;
3. Side: ten feet each; two required.

C. Height Limitations.

1. The height limitation for principal buildings and structures shall be forty (40) feet.
2. The height limitation for accessory buildings and structures shall not

exceed twenty (20) feet in height.
Code of Ordinances



D. Parking shall be provided in accordance with Chapter 17.196.

1. No motor vehicle, whether operable or inoperable, shall be parked in the front yard of any residence unless the same shall be positioned in a driveway or designated parking area with continuous access to a public street.
2. No outside storage of trucks or vans used in the conduct of business shall be permitted.

E. No more than one principal use shall be permitted on an individual lot.

F. Accessory Buildings and Structures.

1. No part of any accessory building or structure shall be located closer than five feet to a front and side property line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to a lot line of an abutting street.
2. No accessory building or structure shall occupy more than fifty (50) percent of the required rear or side yard area.
3. Swimming pools may be constructed in the rear yard or in a side or front yard on a corner lot, no closer than twenty-five (25) feet to any curblineline or property line if no curblineline exists; provided, that the combined total coverage of a swimming pool and all accessory buildings or structures, including those allowed to project into yards, shall not occupy more than seventy-five (75) percent of the required rear or side yard.

G. Signs. All signs shall be in accordance with the provisions of Chapter 17.216.

H. Landscaping or Screening.

1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of Chapter 17.220.
2. In addition to the requirements of Chapter 17.220, all areas not devoted to building or required parking areas shall be landscaped as defined in Section 17.04.120 and maintained in accordance with Section 17.220.080.

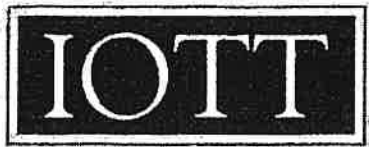
I. Related Requirements.

- Code of Ordinances
1. The provisions of Chapter 17.04, Article IV, where applicable, shall apply to all uses and structures relative to vision at intersections, height exceptions, yard exceptions, fences and walls, airport height limitations and historic or religious monuments, markers or shrines.
 2. Projections into yards may be allowed in accordance with the provisions of Chapter 17.04, Section 17.04.230.

(Ord. 1952 (part), 2005; Ord. 1774 (part), 2000; Ord. 1720 (part), 1999; Ord. 1599 § 16 (part), 1995; prior code § 150-32)

< 17.156.060 - Development standards.

Chapter 17.164 - R-5S, R-8S AND R-10S RESIDENTIAL DISTRICTS >



ARCHITECTURE
ENGINEERING
INCORPORATED

March 28, 2019

William Holland
City of Salisbury Infrastructure and Development
125 North Division Street
Salisbury, Maryland

Re: Annexation Request
Greystone Residential Community
Salisbury, Maryland
Iott File No.: 16-018

Dear Mr. Holland,

On behalf of Timber Crest SBY, LLC we respectfully request that Lot 1 shown on the attached Annexation Plan be annexed into the City of Salisbury. This lot is contiguous with Tax Map 116, Parcel 2524 Parcel B, currently owned by Timber Crest SBY, LLC. Lot 1 will comprise all or portions of Lots 37, 38 and 39 of the proposed Greystone Subdivision as shown on the attached Partial Site Development Plan.

As you are aware, we have received Preliminary Site Plan Approval from the Planning Commission for Greystone and are currently working toward completion of our site engineering packages.

Thank you in advance for your consideration of this request.

Respectfully,

Keith Iott PE, RA

Member, Timber Crest SBY, LLC

President
Iott Architecture & Engineering, Inc.