

RESOLUTION NO. 3065

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 Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less.

WHEREAS the City of Salisbury has received a petition to annex dated December 20, 2019, attached hereto (**Exhibit 1**), signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limit of the City of Salisbury to be known as "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less. being more particularly described in **Exhibit A** attached hereto and made a part hereof; 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 March 13, 2020 and, as will more particularly

appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto (**Exhibit 2**); and

WHEREAS it appears that the petition dated December 20, 2019, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for December 14, 2020 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 Corporate Limit of the City of Salisbury to be known as the “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 - Parcels 208 and 067, containing 1.260 acres, more or less., 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 district. Said property is presently classified as R-15 Residential under the zoning laws of Wicomico County.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on December 14 2020, 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.

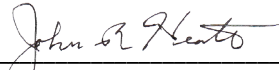
AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in the Local Government Article of the Maryland Code.

The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the 9th day of November, 2020, having been duly published as required by law in the meantime a public hearing was held on the 14th day of December, 2020, and was finally passed by the Council at its regular meeting held on the 14th day of December, 2020.

ATTEST:




Kimberly R. Nichols,
City Clerk



John R. Heath,
Council President

APPROVED BY ME this 18 day of December, 2020.



Julia Glanz, City Administrator, for and at the
direction of Jacob R. Day, Mayor

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) # 208
67

Map # 48

SIGNATURE (S)

Donald S. Long

12/20/19
Date

David A. Long

12/27/19
Date

Date

Date

Exhibit A

HALL DRIVE – LONG PROPERTY

Beginning for the same at a point on the westerly side of South Division Street. Said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,201,716.00 Y 188,201.57 (1) Thence by and with the said Corporate Limits Line along the said Hall Drive South four degrees eight minutes fifty-five seconds West (S 04° 08' 55" W) one hundred forty-seven decimal six, nine (147.69) feet to a point on the westerly side of the said South Division Street at its intersection with the northerly right of way line of Hall Drive extended. X 1,201,705.32 Y 188,054.27 (2) Thence by and with the said line of Hall Drive, in part, North eighty-seven degrees sixteen minutes thirty seconds East (N 87° 16' 30" E) three hundred seventy-seven decimal five, six (377.56) feet to a point at the southwesterly corner of Lot 1, Block 'C', of "Suburban Acres". X 1,202,082.45 Y 188,072.22 (3) Thence by and with the westerly line of the said Lot 1, Block 'C', of "Suburban Acres", in part, North four degrees two minutes thirty seconds East (N 04° 02' 30" E) one hundred forty-five decimal two, seven (145.27) feet to a point on the existing Corporate Limit Line. X 1,202,092.69 Y 188,217.12 (4) Thence by and with the said Corporate Limit line South eighty-seven degrees thirty-eight minutes eight seconds West (S 87° 38' 08" W) three hundred seventy-seven decimal zero, one (377.01) feet to the point of beginning.

Annexation containing 1.260 acres, more or less.



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

HALL DRIVE -- LONG PROPERTY 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.

A handwritten signature in cursive script, reading "Leslie C. Sherrill".

Leslie C. Sherrill
Surveyor

Date: 3/13/2020

Hall Drive – Long Property Annexation – Certification – 3-13-2020.doc

ANNEXATION AGREEMENT

Hall Drive – Long Property Annexation

THIS AGREEMENT is made this ___ day of _____, 2020, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), and Donald S. Long and David A. Long, (hereinafter, “the Owner”) with the principal address at 12 Church St. Lewes, Delaware 19958.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a townhouse apartment project consisting; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater services, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented, and the Property is developed in substantial conformance with the concept development plan which is part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant concept development plan.

- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A", and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement the Property will be zoned "R8A" as stated in the Annexation Resolution and described in the City Zoning Ordinance.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable prior to development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS

A. **Costs and Fees:** The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B.

C. **Contribution to Area Improvement:** The Owner agrees that any site plan for the Property shall contain a landscape plan containing deciduous street trees, of a species and size to be approved by the City, planted on the Property along both the Hall Drive and S. Division Street frontages at a regular spacing not to exceed 35 feet. The Owner agrees to install a 5-foot wide sidewalk along the Property's full frontage with Hall Drive to specifications approved by the City.

D. **Re-investment in Existing Neighborhoods:** The Owner agrees to pay a development assessment in the amount of \$3,650.00 per dwelling unit to the City prior to the issuance of a building permit. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

E. **Contribution to Housing Affordability-Workforce/Affordable Housing:** The City acknowledges the Developer's intention to provide rental apartment units to meet student housing needs.

F. **Escalation of Development Assessments:** The assessments set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2021, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. The Developer agrees to engage the services of a registered landscape architect to develop a site landscape and planting plan, which plan shall address landscape and planting for the Property. The developer agrees to submit this plan to the Salisbury – Wicomico County Planning Commission along with other required development plans for approval. Notwithstanding the type of proposed vegetation shown on the concept plan, the Developer agrees that the site plan submitted to the Salisbury – Wicomico County Planning Commission for approval will provide at least 50 percent shade of site hardscapes (sidewalks, parking, driveways, etc.) within five years of building occupancy through use of deciduous tree planting.
- ii. Notwithstanding the number of parking spaces proposed to be provided and shown on the concept development plan, the Developer agrees to provide no more than the required number of parking spaces established by City code. The Developer further agrees to provide a readily accessible bicycle rack(s) on the Property capable of securing at least 12 bicycles and to show the proposed location of such improvement on the site plan submitted for Salisbury – Wicomico County Planning Commission plan approval.
- iii. The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department of Infrastructure and Development and the Salisbury – Wicomico County Planning Commission to achieve as many LEED certification level points as possible for new construction projects as outlined by the U.S. Green Building Council’s LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights which the City may require along Hall Drive and S. Division Street at time of site plan approval shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.
 - The Property’s entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with an emphasis on stormwater infiltration, bio-retention and open channel conveyance, with as little conventional piped conveyance as possible. Using these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner.

- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in the buildings shall be high energy performance units. Air conditioning compressors will be 17 SEER, minimum.
- Water-saving plumbing fixtures shall be used.
- Building finish materials that have high recycled content shall be selected.
- At least one principal member of the project design team shall be a LEED Accredited Professional and shall be made available to the Salisbury-Wicomico Planning Commission as it deliberates on project approval.
- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

- H. Stormwater. The Property is located within the South Division Street Drainage Study Area wherein there is stormwater surging in the storm drain network. As a result, properties within the study area, like the subject Property, are subject to a stormwater development discharge limit wherein the 10-year post development discharge cannot exceed the 5-year storm pre-development discharge.
- I. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

9. **RECORD PLAT:**

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

10. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver,

modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to an inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY:

Amanda Pollock, PE,
Director of Infrastructure & Development
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

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

IF TO THEOWNER:

Donald S. Long and David A. Long,
12 Church St.,
Lewes, Delaware 19958

WITH A COPY TO: _____

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

WITNESS:

THE CITY OF SALSIBURY, MARYLAND

By: _____

WITNESS/ATTEST:

OWNER:

By: _____

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Vernon Esham Land Development, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____, City Attorney