

RESOLUTION No. 3115

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FIRST MOVE PROPERTIES, LLC TO PROVIDE TAX CREDITS THROUGH THE HORIZON PROGRAM FOR THE REDEVELOPMENT OF 130 EAST MAIN STREET, 132 EAST MAIN STREET AND 144 EAST MAIN STREET.

WHEREAS, on June 28, 2021, the City Council approved the HORIZON Program via Ordinance No. 2669 to provide tax credits to eligible hotel or multifamily residential developments in the Central Business Zoning District and Riverfront Redevelopment Zoning District; and

WHEREAS, First Move Properties, LLC has submitted an application for tax credits through the HORIZON Program in association with its redevelopment of 130, 132 and 144 East Main Street (hereinafter the “Ross Project”); and

WHEREAS, the Department of Infrastructure and Development has reviewed the application and determined that it meets the eligibility criteria of the HORIZON Program; and

WHEREAS, the Department of Infrastructure and Development issued an official Notice of Pre-Approval and in turn, First Move Properties, LLC signed the Letter of Intent; and

WHEREAS, the Mayor has pre-approved the Ross Project for the HORIZON Program; and

WHEREAS, pursuant to Ordinance No. 2669, this Resolution is now ripe for review and approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND as follows:


Section 1. The City of Salisbury (the “City”) will grant a tax credit to First Move Properties, LLC in accordance with the terms and conditions set forth in the Agreement attached hereto and incorporated as if fully set forth herein; and

Section 2. The Mayor is authorized to execute and enter into the attached Agreement on behalf of the City; and

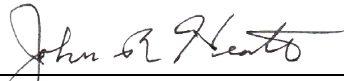
Section 3. Execution and entry into the attached Agreement by First Move Properties, LLC is a material condition of the City’s grant of the tax credit for the Ross Project, and First Move Properties, LLC’s failure or refusal to execute and enter into the attached Agreement shall invalidate this Resolution.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on July 12, 2021 and is to become effective immediately upon adoption.

ATTEST:



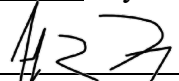
Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

22nd day of July, 2021



Jacob R. Day, Mayor

HORIZON PROGRAM AGREEMENT

THIS HORIZON PROGRAM AGREEMENT (“Agreement”), is dated this ____ day of _____, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **First Move Properties, LLC**, a Maryland limited liability company (“**First Move Properties**”) (First Move Properties is hereinafter sometimes referred to as the “**Developer**” or “**Owner**”) (the City and First Move Properties, LLC are hereinafter referred to collectively as the “**Parties**”).

Recitals

WHEREAS, via Ordinance No. 2669 passed on June 28, 2021, the City established a program to encourage hotel and large-scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

WHEREAS, Developer is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0855, and being described as “130 E. Main Street”, Map 0107, Grid 0015, Parcel 0856, and being described as “132 E. Main Street”, and Map 0107, Grid 0015, Parcel 0858, and being described as “114 E. Main Street”;

WHEREAS, Developer plans to develop the property by constructing two buildings with apartments, which, when complete, will consist of approximately 105 residential units (hereinafter referred to as the “**Project**”);

WHEREAS, the Parties acknowledge and agree the Project will have a material impact on the revitalization of Downtown Salisbury by significantly increasing the housing inventory available within Downtown Salisbury;

WHEREAS, via Resolution No. 3115 passed on July 12, 2021, the City authorized Developer to utilize the HORIZON Program for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on the agreement date and shall continue for a term of twenty (20) years (the “**Term**”).

2. Dates.

(a) This Agreement shall be deemed effective as of the date and year first above written, which shall be the later of the following dates: (a) the date this Agreement is executed by Developer; or, (b) the date this Agreement is executed by the City.

(b) Developer shall submit the Project’s Building Permit application to the Department of Infrastructure and Development no later than September 15, 2021.

(c) Developer shall commence construction on the Project no later than October 15, 2021.

(d) Developer shall obtain the certificate of occupancy for the Project no later than August 1, 2023.

3. Warranties and Obligations of the City: The City does hereby warrant and agree for the benefit of Developer as follows:

(a) The City shall grant real property tax credits to Developer, calculated on the increased assessed value of the real property after completion of the Project. The full amount of taxes shall be collected on the assessed value of the property prior to beginning the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. Taxes shall also be collected on the increased assessed value, described above, minus any applicable credit throughout the duration of the twenty (20) year term.

(b) The Tax Credit may be combined with other local, state, and federal incentive programs. The Tax Credit shall not supersede state or federal incentive programs and shall be applied after those incentive programs have been applied to the real property tax bill.

(c) Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit shall take effect during the next fiscal year tax billing cycle.

(d) Tax Credits in each year shall be that percentage set forth in the table below of the excess taxes due over and above the assessed value of the subject real property prior to commencing construction of the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. The Tax Credit schedule shall be as follows:

Tax Billing Year	Real Property Tax Credit
Years 1 to 5	100%
Years 6 to 10	80%
Years 11 to 15	60%
Years 16 to 20	40%

4. Warranties and Obligations of the Developer. The Developer does hereby warrant and agree for the benefit of the City as follows:

(a) Developer shall adhere to the Program Guidelines and General Conditions set forth in the HORIZON Program Guidelines and Application submitted by Developer, a copy of which is attached to this Agreement, incorporated herein and made a part hereof.

(b) Developer shall indemnify, defend and save harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to the City or third parties.

(c) The City shall have the right to refuse tax credits to Developer if the City believes the work for development of the Project is unsatisfactory, construction of the Project is not being completed according to the approved HORIZON application or this Agreement, or the increased assessed value of the real property does not meet the eligibility requirements.

5. Miscellaneous.

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire agreement and understanding of the Parties with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(c) **Waiver - Amendments.** Any of the terms or conditions of this Agreement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Developer may assign this Agreement and all its rights hereunder to any successor(s)-in-interest of Developer with respect to its ownership of, or any of its rights in and to, the Project or any part or portion thereof.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or otherwise limit the validity and enforceability of the other provisions hereof.

(f) **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.

(g) **Governing 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 hereto 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 under, from or in connection with this Agreement.

(h) **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 on any matter 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.

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

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Developer's Agreement as of the date and year referenced below.

WITNESS/ATTEST:

THE CITY:

City of Salisbury, Maryland

Kimberly R. Nichols

By:  (SEAL)
Jacob R. Day, Mayor

Date: July 22, 2021

DEVELOPER:


First Move Properties, LLC

By: _____ (SEAL)
Nicholas Simpson

Date: _____, _____, 20____



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development 
Date: June 11, 2021
Re: Resolution – The Ross/First Move Properties HORIZON Program agreement

The Department of Infrastructure and Development received the attached application from First Move Properties, LLC for the HORIZON program. The HORIZON program was created to facilitate the construction of hotel or multifamily residential development in the Central Business Zoning District to accelerate economic activity in Downtown Salisbury. The project is The Ross and is located at 130, 132 and 144 East Main Street.

The application has been reviewed by the Department of Infrastructure and Development and determined to be eligible for the HORIZON program because the project is located in the Central Business District, is revitalization of an existing building, serves primarily as a multifamily residential development, complies with Zoning and Building codes, will comply with the Historic District requirements, and will increase the assessed value of the real property base value by at least \$10,000,000.00. Additionally, the project has not received a certificate of occupancy.

The attached Letter of Intent has been signed by both the Director of Infrastructure and Development and the applicant. Also attached is a Resolution to authorize the Mayor to sign the attached HORIZON agreement. If construction of the Project is delayed or the schedule set forth in the HORIZON Agreement is not met, then the Applicant may request a one (1) year extension, and approval of such request shall be considered by the Mayor.

Unless you or the Mayor has further questions, please forward a copy of this memo, application, letter of intent, Resolution and Agreement to the City Council.

City of Salisbury
HORIZON Program Application

General Information

Application Date: 6-11-21

Legal Name of Business:

First Move Properties, LLC

Address of Property:

130, 132, 144 E. Main St. Salisbury, MD 21801 (Collectively know as The Ross)

Legal Description of Property:

130 E. Main (Map 0107, Grid 15, Parcel 0855), 132 E. Main (Map 0107, Grid 15, Parcel 0856)

144 E. Main (Map 0107, Grid 15, Parcel 0858)

Name of Business Owner:

Nick Simpson

Address of Business Owner:

P.O. Box 4365 Salisbury, MD 21803

Business Owner Telephone #: 410-627-4592

Business Owner E-mail address: nick@mentiscp.com

Name of Property Owner:

First Move Properties, LLC

Address of Property Owner:

P.O. Box 4365 Salisbury, MD 21803

Property Owner Telephone #: 410-627-4592

Property Owner E-mail address: nick@mentiscp.com

Property Assessment Overview

Current Assessed Value of the Real Property	\$ 1,951,700
Current City of Salisbury Real Property Taxes	\$ 19,189.11
Completed Project Appraised (Assessed) Value of the Property	\$ 21,000,000

Project Narrative

1 Brief history of the site / building:

First Move Properties purchased the site between 2018 and 2020. Once the site had been assembled, the three existing building where demolished to make way for The Ross building. The proposed development will consist of approximately 100 units of purpose built student housing.

2) General description of the proposed project:

The Project consists of a building approximately 185ft tall, complete with approximately sixty (60) residential apartment units comprised of two-person, three-person, or four-person luxury-style apartments located at 130-132 E. Main St. and a building approximately 120ft tall, complete with approximately forty-five (45) residential apartment units comprised of two-person, three-person, and four-person luxury-style apartments located at 144 E. Main Street.

3) How does this project align with the HORIZON program goals?

The Horizon program seeks to incentive the construction and expansion of Downtown Salisbury in order to increase economic activity. The project will achieve this goal by creating hundreds of jobs in Downtown during construction and will add over 360 permanent residents in Downtown. Additionally, the project will create a enduring link between Downtown Salisbury and Salisbury University since it has been designed for college students. Overall the project exemplifies the City's stated goal for the Horizon Program and First Move Properties looks forward to taking part in the transformation of Downtown Salisbury.

4) Does this project conform to the City's adopted Downtown Master Plan? How does this project meet the goals of the Downtown Master Plan?

The Project complies with the City's goals for development in the CBD zoning district. At its heart, the purpose of the CBD: "is to maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service, and retail activities; [and,] to enhance the vitality of the downtown by encouraging residential uses." (See Chapter 17.24.010(C)). Here, the Project involves completely remodeling and re-purposing historic buildings in the CBD. All told, the Project will convert three buildings exclusively for office space into two new buildings equipped with approximately 100 new luxury-style apartments. When finished, the Project will more than double the residential inventory available for rent in Downtown Salisbury; and, because the Project is centrally focused on offering high-quality apartment-style rentals to university students, the Project will inextricably strengthen the connection Downtown Salisbury shares with Salisbury University.

5) Use Mix: Type of Use / Percentages:

100% Student Housing

6) Property ownership structure:

Limited Liability Company (LLC)

7) Do you intend to “Phase” the project? If so, please provide phasing details.

No.

8 Description of on- or off-site or associated additional projects, if applicable.

The project also includes plans for the construction of a walking bridge connecting the buildings to the City's parking garage to service the parking needs of the residents. The walking bridge will connect to the top level of the parking garage and the fourth floor of The Ross buildings.

9) Description of public or tenant accessible amenities, if applicable.

The Project includes a public courtyard between the two buildings where the old Chamber of Commerce parking lot was located. The courtyard will be complete with gardens and outdoor seating for everyone to enjoy.

Check any other incentives / programs that have been applied for.

- ☒ Enterprise Zone
- ☐ Rise Zone
- ☒ Comprehensive Connection Charge Waivers
- ☐ Revolving Loan Program
- ☐ Community Legacy Grant
- ☐ SD/SGIF Grant
- ☐ Other City/County/State/Federal Grant
- ☐ Other Tax incentives
- ☐ Energy use incentives
- ☒ Other Public investment

I, the Applicant, have read and understand the HORIZON Program guidelines, and I agree to abide by the general conditions as set forth in this application. I further understand that if I am awarded the real property tax credit, I will be required to enter into a HORIZON Program Agreement with the City of Salisbury.

Signature of Business Owner:  _____

Printed Name: Nick Simpson Date: 6-11-2021

Signature of Property Owner (if different from Business Owner):

Signature of Property Owner: _____

Printed Name: _____ Date: _____



Main Street View (Front)



Right Side View



Back of Building



Left Side View





City of
Salisbury
Jacob R. Day, Mayor

June 14, 2021

First Move Properties, LLC
P.O. Box 4365
Salisbury, MD 21803
Attn: Mr. Nick Simpson

Re: HORIZON Program Letter of Intent
The Ross project
130, 132 and 144 E. Main Street

Dear Mr. Simpson,

The Department of Infrastructure and Development is in receipt of your application for the HORIZON program dated June 11, 2021 for the above referenced project. We have reviewed the application and found it to be eligible for the tax credit program. Please accept this letter as the official Notice of Pre-Approval. Attached is an estimated schedule of the tax credits associated with The Ross project. Also attached is a draft Agreement for the project.

Please review this information and if acceptable, sign this Letter of Intent. Once I have received a signed copy of this letter, I will forward it to the Mayor along with the application for his pre-approval. Pending the Mayor's pre-approval, we will schedule the application and agreement to be presented to the City Council at an upcoming work session.

Please do not hesitate to contact me if you have any questions or if we can be of any assistance.

Sincerely,

Amanda H. Pollack, P.E.
Director

Letter of Intent Acknowledged by Applicant:

Nick Simpson, First Move Properties, LLC

6-14-21

Date

Estimated Tax Credit Schedule - The Ross

Current Assessed Value of the Real Property	\$	1,951,700.00
Current City of Salisbury Real Property Taxes	\$	19,189.11
Estimated Assessed Value after project completion:	\$	21,000,000.00

If the total assessment after project completion increases, then both the total tax and the tax credit will increase.

FY22 Tax Rate: \$0.9832 per \$100 of assessed valuation of real property

Year #	Tax Year	Tax Credit %	Increased Value of Property	Tax Rate	Total Tax based on Estimated Assessed Value after project completion	Estimated HORIZON tax credit	Estimated City Taxes Due
1	2024	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
2	2025	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
3	2026	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
4	2027	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
5	2028	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
6	2029	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
7	2030	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
8	2031	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
9	2032	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
10	2033	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
11	2034	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
12	2035	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
13	2036	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
14	2037	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
15	2038	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
16	2039	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
17	2040	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
18	2041	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
19	2042	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
20	2043	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
21	2044	0%	19,048,300.00	0.98	206,472.00	-	206,472.00

Notes:

1. The actual tax rate will be adjusted annually per the City's budget ordinance.
2. The real property taxes based on the pre-project assessed value will increase annually based on the current tax rate.
3. The tax credit and taxes due are estimates and will be adjusted based on the actual assessed value after project completion as well as the current tax rate.

HORIZON PROGRAM AGREEMENT

THIS HORIZON PROGRAM AGREEMENT (“Agreement”), is dated this ____ day of _____, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **First Move Properties, LLC**, a Maryland limited liability company (the City and First Move Properties, LLC are hereinafter referred to collectively as the “Parties”).

Recitals

WHEREAS, via Ordinance No. 2669 passed on _____, 2021, the City established a program to encourage hotel and large scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

WHEREAS, First Move Properties, LLC is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0855, and being described as “130 E. Main Street”, Map 0107, Grid 0015, Parcel 0856, and being described as “132 E. Main Street”, and Map 0107, Grid 0015, Parcel 0858, and being described as “114 E. Main Street”;

WHEREAS, First Move Properties, LLC plans to develop the property by constructing two building with apartments, which, when complete, will consist of 105 residential units (hereinafter referred to as the “Project”);

WHEREAS, the Parties acknowledge and agree the Project will have a material impact on the revitalization of Downtown Salisbury by significantly increasing the housing inventory available within Downtown Salisbury;

WHEREAS, via Resolution No. ____ passed on _____, 2021, the City authorized First Move Properties, LLC to utilize the HORIZON Program for Project.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on the agreement date and shall continue for a term of twenty (20) (the “Term”). HORIZON Program Agreements are valid for one (1) calendar year from the agreement date. If projects are delayed or the schedule defined in the agreement is not met, then applicants may request a 1-year extension which will be considered by the Mayor.

2. Dates.

(a) This Agreement shall be deemed effective as of the date and year first above written, which shall be the later of the following dates: (a) the date this Agreement is executed by First Move Properties, LLC; or, (b) the date this Agreement is executed by the City.

(b) The Building Permit application must be received by the Department of Infrastructure and Development by September 15, 2021.

(c) Construction will comment no later than October 15, 2021.

(d) The certificate of occupancy must be received no later than August 1, 2023.

3. Miscellaneous.

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions

hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire agreement and understanding of the Parties with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(c) **Waiver - Amendments.** Any of the terms or conditions of this Agreement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. First Move Properties, LLC may assign this Agreement and all its rights hereunder to any successor(s)-in-interest of First Move Properties, LLC with respect to its ownership of, or any of its rights in and to, the Project or any part or portion thereof.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or otherwise limit the validity and enforceability of the other provisions hereof.

(f) **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.

(g) **Governing 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 hereto 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 under, from or in connection with this Agreement.

(h) **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 on any matter 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.

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

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) **Indemnity.** First Move Properties, LLC shall indemnify, defend and save harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to the City or third parties.

(l) **Unsatisfactory work.** The City shall have the right to refuse tax credits to First Move Properties, LLC if the City believes the work for development of the Project is unsatisfactory,

construction of the Project is not being completed according to the approved HORIZON application or this Agreement, or the increased assessed value of the real property does not meet the eligibility requirements.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Developer's Agreement as of the date and year referenced below.

WITNESS/ATTEST:

THE CITY:

City of Salisbury, Maryland

By: _____ (SEAL)
Jacob R. Day, Mayor

Date: _____, _____, 20__

DEVELOPER:

First Move Properties, LLC

By: _____ (SEAL)
Nicholas Simpson

Date: _____, _____, 20__