

RESOLUTION NO. 3106

A RESOLUTION of the Council 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 “East Lincoln Avenue – M & L Rentals, LLP Annexation” beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the land of M & L Rentals, LLP, being known as Lot A containing 0.245 acres, more or less.

WHEREAS, pursuant to that certain Petition for Annexation, dated May 7, 2019, the City of Salisbury proposes the annexation of that certain lot and parcel of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, beginning for the same point being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being all that real property identified as Map 0048, Parcel 0242 and further being the same real property more particularly described in **Exhibit A** attached hereto and incorporated herein (the “**Annexed Property**”); and

WHEREAS, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required to adopt an Annexation Plan for the proposed annexation of the Annexed Property; and,

WHEREAS, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the Council of the City of Salisbury’s approval of the Annexation Plan (as
23 defined herein below) for the City of Salisbury’s annexation of the Annexed Property as set forth herein,
24 shall be and hereby is scheduled for September 27, 2021 at 6:00 p.m.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
26 **SALISBURY** as follows:

27 **Section 1.** The “Annexation Plan for the M & L Rentals LLP – 535 Lincoln Avenue Annexation
28 to the City of Salisbury”, attached hereto and incorporated herein as **Exhibit B** (the “**Annexation Plan**”),
29 be and hereby is adopted for the City of Salisbury’s annexation of the Annexed Property as contemplated
30 by this Resolution.

31 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
32 shall hold a public hearing on this Resolution on September 27, 2021 at 6:00p.m. in the Council
33 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
34 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
35 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
36 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid

public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

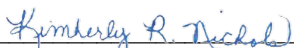
Section 3. It is the intention of the Council of the City of Salisbury that each provision this Resolution shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

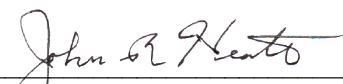
Section 5. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

Section 6. This Resolution and the annexation of the Annexed Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

THIS RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 23rd day of August 2021, having been duly published as required by law in the meantime a public hearing was held on September 27, 2021 at 6:00 p.m., and was finally passed by the Council of the City of Salisbury at its regular meeting held on September 27, 2021.

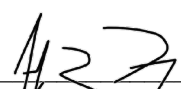


Kimberly R. Nichols,
City Clerk



John R. Heath,
Council President

APPROVED BY ME this 6th day of October, 2021.



Jacob R. Day,
Mayor

Exhibit A

EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ($S 19^{\circ} 40' 37'' W$) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ($S 53^{\circ} 42' 52'' E$) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ($N 36^{\circ} 17' 08'' E$) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ($N 36^{\circ} 18' 08'' E$) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ($N 53^{\circ} 41' 52'' W$) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ($S 36^{\circ} 11' 31'' W$) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.

Exhibit C

ANNEXATION PLAN FOR THE M & L RENTALS LLP – 535 LINCOLN AVENUE ANNEXATION TO THE CITY OF SALISBURY

July 12, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by M & L Rentals LLP (“**M & L**”), dated May 7, 2019 which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcel of land:
 - Map 0048, Grid 0004, Parcel 0242, consisting of 8,379 square feet of land, more or less, and having a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804, and further having a Tax Identification Number of 13-010846 (the “**M & L Property**”).
- At the December 17, 2020 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the M & L Property and approved a favorable recommendation to the City for the proposed zoning of the M & L Property.
- On July 26, 2021, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the M & L Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the M & L Property, as requested by the Annexation Petition submitted by M & L. Furthermore, at the _____ 2021, Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.

1.1. Petitioners for Annexation of the M & L Property. M & L is the Petitioner for annexation of the M & L Property. All that certain real property defined herein as the M & L Property was conveyed unto M & L by Deed from Terry P. Sell, dated April 20, 1998 and recorded among the Land Records of Wicomico County, Maryland in Liber 1603, folio 0063.

1.2. Location. The M & L Property is located at the easterly limits of Salisbury and has a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The M & L Property consists of 8,379+/- square feet of land, as more particularly depicted and described by a Plat entitled “Annexation Plan of Lot A, Block A ‘Lin-Hill Village’ Camden Election District, Wicomico County, Maryland”, dated August 2020 and prepared by W. Bruce Wagner Property Line Surveyor, LLC (the “**Annexation Plat**”), which said Annexation Plat is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City’s annexation of the M & L Property. (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**). The Annexation Plat depicts 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 “**M & L Property Description**”).

- (b) The M & L Property is improved by one two-story single-family residential dwelling unit in the area of the Property as shown on the Annexation Plat. (See **Exhibit A**). The single-family dwelling unit on the M & L Property is already served by the City’s public water and sewer utilities. The Annexation Petition submitted by M & L arises from M & L’s desire to receive all available public services provided by the City to properties located within its municipal boundaries, including, but not limited to, residential garbage pick-up service.

1.4. Existing Zoning. All of the M & L Property is currently zoned R-8 Residential under the Wicomico County Code (the “**County Code**”). The property adjoining the M & L Property to the west is located within the municipal limits of the City and is identified as Map 115, Parcel 3287, having a premises address of 533 Lincoln Avenue, Salisbury, Maryland 21804 (“**533 Lincoln Avenue**”) and is zoned R-8 under the City of Salisbury City Code (the “**City Code**”). The property adjoining the M & L Property to the south is located outside of the municipal limits of the City and is identified as Map 0048, Parcel 237, having a premises address 534 Lincoln Avenue, Salisbury, Maryland 21804 (“**534 Lincoln Avenue**”), and the property adjoining the M & L Property to the east is also located outside of the municipal limits of the City and is identified as Map 0038, Parcel 0032, Block A, Lot, having a premises address of 537 Lincoln Avenue, Salisbury, Maryland 21804 (“**537 Lincoln Avenue**”); 534 Lincoln Avenue and 537 Lincoln Avenue are each located zoned R-8 Residential under the County Code.

2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**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. 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. The M & L Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

2.2. Proposed Zoning for M & L Property. Upon its annexation, the M & L Property is proposed to be zoned as “R-8”. Per Section 17.156.010 of the City Code, the purpose of the “R-8” zoning district is: “to preserve the character of both newly planned and established single-family residential areas in order to promote and to enhance the quality of life and environmental attributes which are an essential part of the city. The uses permitted in these districts are limited primarily to single-family residential. Selected nonresidential uses which provide a service to the residents of an area or which, by their nature, require a residential environment are permitted. Apartment developments, therefore, are incompatible because they generate an undue concentration of population and increased traffic which alter the predominantly single-family residential character of these areas.”

2.3. Proposed Land Use for M & L Property. Upon its annexation, the M & L Property will continue to be used for single-family residential purposes (i.e. the use of the M & L Property will be unchanged from its current use). Specifically, just as it is now, the M & L Property will be improved by a two-story single-family residential dwelling which M & L will make available for lease subject to all applicable City laws and

regulations, including, expressly, all applicable City laws governing building and property maintenance standards and all applicable City laws governing landlord and rental property registrations.

3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.

3.1. Roads. Currently, and following its annexation by the City, the M & L Property can be accessed by Lincoln Avenue.

3.2. Water and Wastewater Treatment. The M & L Property is located in a previously identified Urban Service District, and, pursuant to that certain Pre-Annexation Covenant and Agreement, dated May 7, 2019, by and between M & L and the City (the “**Pre-Annexation Agreement**”) (a copy of the Pre-Annexation Agreement is attached hereto and incorporated herein as *Exhibit C*), the M & L Property is already served by City water and sewer utilities and has been allocated one (1) equivalent dwelling unit (“**EDU**”) on the basis the M & L Property, and all improvements thereon, creates a demand for two hundred fifty (250) gallons of water per day. As set forth in Sections A and B of the Pre-Annexation Agreement, the City allowed the extension of existing water and sewer utilities outside the City’s municipal limits to serve the M & L Property prior to its annexation on the following conditions (all of which have been met and satisfied by M & L prior to the date hereof): **(i)** M & L submitted the Petition requesting the City’s annexation of the Property; and **(ii)** M & L paid all costs and fees associated with the connection of the M & L Property to City water and sewer utility services. As evidenced by the prior connection of the M & L Property to City water and sewer utility services, the City has no concerns about the feasibility or capacity to serve the M & L Property.

3.3. Schools. The M & L Property will not generate any additional pupil enrollment and will have no impact on school capacity.

3.4. Parks and Recreation. The City’s annexation of the M & L Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

3.5. Fire, E.M., and Rescue Services. The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The M & L Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the M & L Property after its annexation into the City.

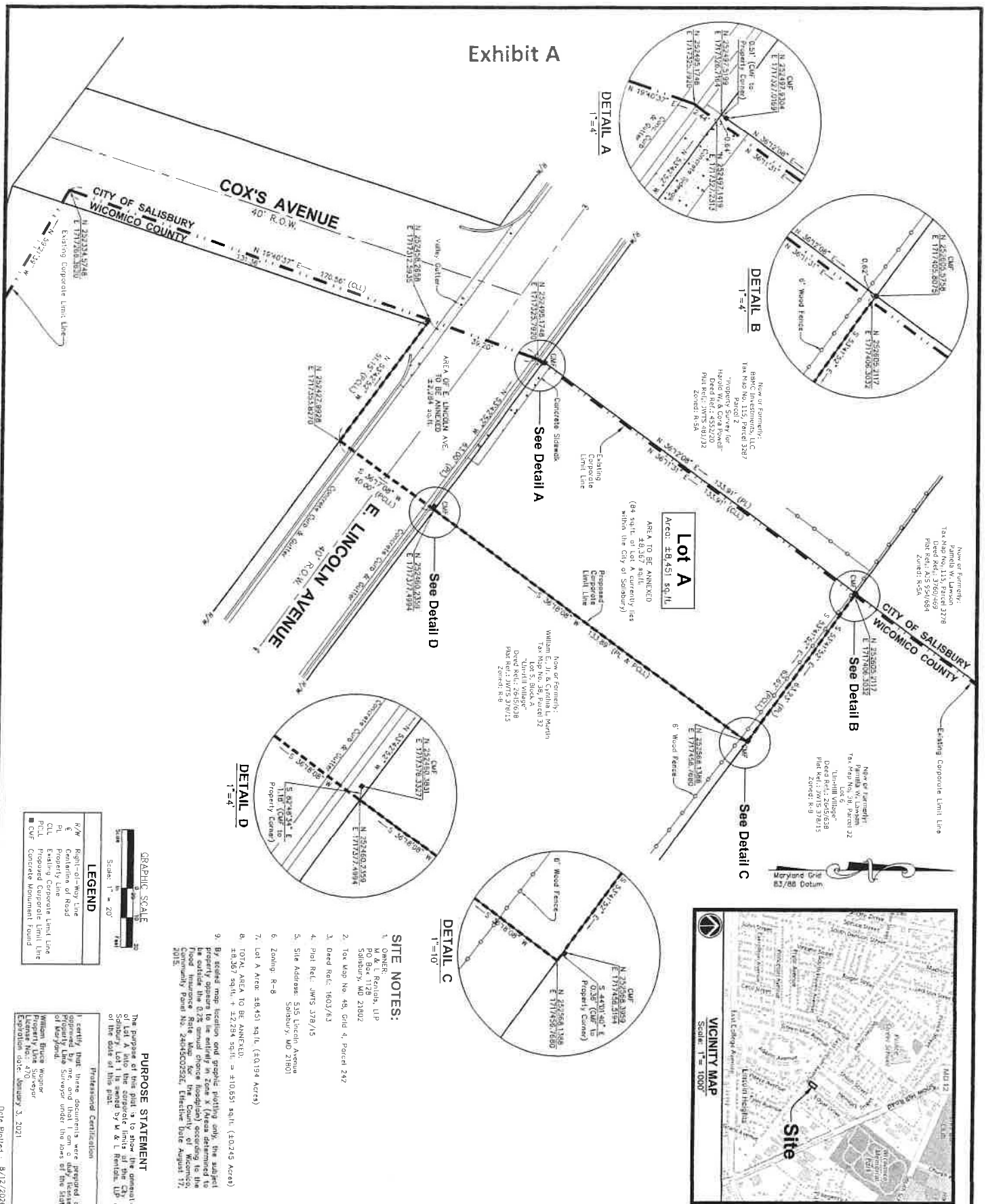
3.6. Police. The City of Salisbury Police Department will provide police services to the M & L Property.

3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

3.8. Waste Collection. The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the M & L Property, the City will provide municipal garbage and recycling collection services for the M & L Property, subject to any future development and/use of the M & L Property which requires garbage and recycling collection service from independent waste haulers.

4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS. The City’s annexation of the M & L Property is consistent with applicable Maryland and local law. The Annexation Petition does not arise from any development scheme for the M & L Property; indeed, as of the date of this Annexation Plan, there are no plans to develop (or redevelop) the M & L Property following its annexation, and any future development (or redevelopment) of the M & L Property will be subject to the review and approval of the Planning Commission. In this matter, M & L’s request for the City’s annexation of the M & L Property arises exclusively from the terms of the Pre-Annexation Agreement and from M & L’s desire to receive all City services, including garbage and recycling collection services, available to properties located within the City’s municipal limits.

Exhibit A



ANNEXATION PLAN
OF
LOT A, BLOCK A
"LIN-HILL VILLAGE"
DEN ELECTION DISTRICT
MICO 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

PURPOSE STATEMENT

The purpose of this plat is to show the original of Lot A into the corporate limits of the City of Salisbury. Lot 1 is owned by M & L Rentals, LLP as of the date of this plat.

Professional Certification

I certify that these documents were prepared or approved by me, and that I am a duly licensed Property Line Surveyor under the laws of the State of Maryland.

William Bruce Wagner

Expiration date: January 3, 2021

Date Plotted : 8/12/2020

Surveyed By WSW	Drawn By MJB
Date August 2020	Job No. 20-033

Sheet No. 1 of 1

Exhibit B

EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ($S 19^{\circ} 40' 37'' W$) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ($S 53^{\circ} 42' 52'' E$) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ($N 36^{\circ} 17' 08'' E$) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ($N 36^{\circ} 18' 08'' E$) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ($N 53^{\circ} 41' 52'' W$) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ($S 36^{\circ} 11' 31'' W$) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.

PRE-ANNEXATION COVENANT AND AGREEMENT

*for service connection to
City of Salisbury Water/Sewer Mains*

THIS PRE-ANNEXATION COVENANT AND AGREEMENT (hereinafter referred to as "Agreement") made and executed this 7th day of MAY, 2019, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), and M+L Rentals, LLP (hereinafter referred to as "Owner"):

WHEREAS, Owner is in the process of developing or performing construction on a tract of land (hereinafter referred to as "Property") located at 535 E. Lincoln Ave. (Address) _____ (Liber/Folio), located in a previously identified Urban Service District, but outside the City of Salisbury Corporate Limits, Wicomico County, State of Maryland, and has requested water and/or sewer utility service to the described Property utilizing City of Salisbury public utility mains.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

A. City will allow the extension of existing utilities outside the City corporate limits to serve the Property before annexation, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City upon request by the City.

B. Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections. Owner shall make all required payments on a time schedule established by the City.

C. Owner shall request service connection for both water and sewer utilities to the Property, when available.

D. The Owner shall:

1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.
2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.
3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.
4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.

5. Submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City.

6. Agree to pay for all costs associated with the annexation, including, but not limited to, advertising costs.

E. The City shall:

1. Review and accept or require modifications to site plans.
2. Provide municipal water and sewer service to the Property after receipt of fees and costs.
3. Accept for perpetual maintenance the public utility service between the public main and the sanitary cleanout, excluding the cleanout assembly.
4. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

F. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs, and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

Kimberly R. Hulse

By: [Signature]

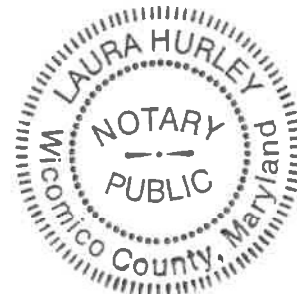
(SEAL)

Laura Hurley

[Signature]

(SEAL)

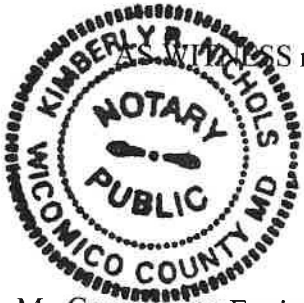
, Owner



Expires: 11/8/2020

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 9th day of MAY, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Jacob R. Day, as Mayor for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.



WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
NOTARY PUBLIC

My Commission Expires: 3-5-22

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 24th day of May, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared John Cannon, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.



WITNESS my hand and Notarial Seal.

Beverly R. Jure
NOTARY PUBLIC

My Commission Expires: 8/15/22

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

S. Mark Tilghman
S. Mark Tilghman, Esquire