



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

NOVEMBER 15, 2021

Government Office Building, Council Chambers, Salisbury, MD and Zoom Video Conferencing

- 4:30 p.m. Ordinance to accept ESG-CV2 funds for Rapid Rental Assistance and Case Manager position- Christine Chestnutt, Housing & Homelessness Manager
- 4:35 p.m. Budget amendment for HVAC replacement at WWTP Controls Building- Water Works Director Cori Cameron
- 4:40 p.m. Ordinance to accept Target grant- Colonel Dave Meienschein
- 4:45 p.m. Safford Kia Annexation introduction- Bill Holland, Building Official
- 4:55 p.m. Beaver Run Drive Annexation agreement- Bill Holland, Building Official
- 5:05 p.m. Summersgate restated Annexation agreement- Department of Infrastructure and Development (DID) Director Amanda Pollack
- 5:20p.m. Budget amendment to accept the Transportation Alternatives Program Grant from MDOT- DID Director Amanda Pollack
- 5:25 p.m. Resolution to authorize an agreement with Delmarva Power for the location of a gateway sign- DID Director Amanda Pollack
- 5:30 p.m. Ordinance to adopt new Police Department pay scale- Mayor Jacob R. Day
- 5:50 p.m. Marina Landing amended and restated LDA – Mayor Jacob R. Day
- 6:05 p.m. Administration and Council Remarks
- 6:10 p.m. Motion to Convene in Closed Session

Reconvene in Open Session / Report to Public / Adjournment

Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant. The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).

Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592



City of
Salisbury
Jacob R. Day, Mayor

MEMO

To: Julia Glanz-City Administrator, Ron Strickler-Director HCDD
From: Christine Chestnutt-Housing & Homelessness Mgr.
Subject: Ordinance – Budget Amendment – Acceptance / Appropriation of
Additional SFY 2021 ESG-CV2 (Emergency Solutions Grant-Cares Act) Funding
Date: November 4, 2021

The City of Salisbury has received an award of SFY 2021 ESG-CV2 (Emergency Solutions Grant-Cares Act) funding from the Maryland Department of Housing & Community Development (DHCD), passed through the Somerset County Health Department.

Attached is an Ordinance approving a budget amendment of the City's Grant Fund to appropriate the additional \$117,600.00 in SFY 2021 ESG-CV2 funds that have been awarded to the City of Salisbury. These funds will be utilized to hire a new Homeless Services Case Specialist, provide additional Rapid Rehousing Funding and to provide funding for 2 portable toilets and 2 handwashing stations for a year.

Please forward this information to the City Council to be placed on their agenda for the November 15, 2021 work session, the November 22, 2021 legislative meeting, and second reading / final passage at the December 13, 2021 legislative meeting. Thank you for your assistance.

Christine Chestnutt
Housing & Homelessness Manager
HCDD

Attachments
CC: Olga Butar
Kim Nichols



Somerset County Health Department

8928 Sign Post Road, Suite 2, Westover, Maryland 21871
443.523.1700 · Fax 410.651.5680 · TDD 1-800-735-2258

Health Officer: Danielle Weber, MS, RN

MEMORANDUM OF UNDERSTANDING

SOMERSET COUNTY HEALTH DEPARTMENT AND CITY OF SALISBURY

125 North Division Street, Salisbury, MD 21801

410-334-3031

echestnutt@salisbury.md

The Somerset County Health Department (SCHD) and City of Salisbury wish to coordinate services to assist households experiencing homelessness to be connected with emergency shelter, quickly regain stability in permanent housing, and to prevent households from becoming homeless. Such services are funded by The Maryland Department of Housing and Community Development (DHCD) Emergency Solution Grants (ESG-CV 2) a program under the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus under the Emergency Solutions Grants program

The following agreement entered the 26th day of August 2021, by and between Somerset County Health Department and City of Salisbury to provide resources for the Lower Shore households experiencing homelessness in Wicomico County, sets forth the following deliverables:

I. The Somerset County Health Department agrees to the following:

- I. SCHD will provide funding, for all invoices from The City of Salisbury for street outreach and Rapid Rehousing and shall be compensated, not to exceed a total of **\$117,600** during this contract period, which compensation shall be paid only for required services actually performed. Expenses dating back to October 1, 2020 are eligible for reimbursement when submitted within the contract time frame.

Listed is the breakdown of the funding:

- a) **\$3,600** for Street Outreach
- b) **\$114,000** for Rapid Rehousing

**Memorandum of Understanding
HSP FY 2021/2022
Somerset County Health Department
City of Salisbury
F264N
Page #2 of 2**

2. SCHD will provide technical assistance as needed and related to this grant.
3. SCHD will monitor compliance through review of written report documentation, review of supportive documents for allowable costs, and observation of activities during scheduled on site monitoring visits two times within the grant year.
4. SCHD will attend all DHCD meetings and trainings related to this grant and share relevant information.

II. City of Salisbury agrees to the following:

1. City of Salisbury will submit invoices to SCHD monthly with supporting documentation for services rendered. Invoice must be on contractor letterhead with Federal Tax ID/Social Security Number, and amount due. Expenses dating back to October 1, 2020 are eligible for reimbursement when submitted within the contract time frame.
2. City of Salisbury will submit an invoice each month to SCHD on the 15th or no later than the 30th of each month upon signing this agreement.
3. City of Salisbury must provide full supporting documentation that is maintained on site and made available to the SCHD during scheduled monitoring visits two times during the grant year.
4. City of Salisbury will submit reports and necessary data to Somerset County Health Department as required by the Department of Housing and Community Development (DHCD).

Memorandum of Understanding
ESG-CV 2 grant FY 2021/2022
Somerset County Health Department
City of Salisbury
F264N
Page #3 of 3

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Service Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agency, the servant nor employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the State of Maryland.

Shannon Frey will serve as the Somerset County Health Department contact for purposes of administering this grant. She can be reached at shannon.frey@maryland.gov or by phone at 410-523-1700.

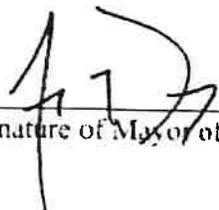
Christine Chestnut, will serve as the contact at the City of Salisbury, and will be responsible for implementation of this project. She can be reached at cchestnutt@salisbury.md or by phone at 410-341-3031.

This memorandum is effective August 26, 2021 until December 31, 2022 and may be terminated by either party with two weeks written notice. This memorandum may be amended only by written consent of both parties. All funds must be spent by December 31, 2022.

III. Signatures:

By signing below, the parties acknowledge their agreement to above terms.

Signed: 
Danielle Weber, MS, RN
Health Officer, Somerset County Health Department

Signed: 
Signature of Mayor of Salisbury or Designee

Date: AUGUST 27, 2021

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE SOMERSET COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING EMERGENCY SOLUTIONS GRANTS – CARES ACT (ESG-CV2) FUNDS IN THE AMOUNT OF 117,600, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR A HOMELESS SERVICES CASE SPECIALIST, RAPID RE-HOUSING RENTAL ASSISTANCE, PORTABLE TOILETS AND HAND WASHING STATIONS.

WHEREAS, the Somerset County Health Department has been charged with the administration of grant funds received by the Maryland Department of Housing and Community Development (“DHCD”) Emergency Solution Grants (“ESG-CV 2”), a program under the Coronavirus Aid, Relief and Economic Security Act of 2020 (the “CARES Act”) to prevent, prepare for and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus; and

WHEREAS, the City of Salisbury submitted a grant application to the Somerset County Health Department for funding to hire an additional Homeless Services Case Specialist, provide additional Rapid Re-Housing rental assistance to homeless clients, and provide funding for two (2) portable toilets and two (2) hand washing stations for one (1) year; and

WHEREAS, the Somerset County Health Department has awarded the City ESG-CV2 grant funds in the amount of \$117,600; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Somerset County Health Department defining how these funds must be expended; and

WHEREAS, all funds shall be used to hire a new Homeless Services Case Specialist, provide additional Rapid Re-Housing rental assistance, and provide funding for two (2) portable toilets and two (2) hand washing stations for one year; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Somerset County Health Department, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$117,600.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

- (a) Increase DHCD / ESG-CV2 Revenue Account No. 10530–423603–XXXXX by \$117,600.
- (b) Increase City Grant Match Revenue Account No. 10530–499000–XXXXX by \$6,298.

- 47 (c) Increase Salaries–Non-Clerical Expense Account No. 10530–501002–XXXXX by \$36,792.
- 48 (d) Increase FICA Expense Account No. 10530–502010–XXXXX by \$2,815.
- 49 (e) Increase Health Insurance Expense Account No. 10530–502020–XXXXX by \$14,944.
- 50 (f) Increase Life Insurance Expense Account No. 10530–502030–XXXXX by \$26.
- 51 (g) Increase Retirement Expense Account No. 10530–502041–XXXXX by \$3,889.
- 52 (h) Increase Worker’s Comp Expense Account No. 10530–502070–XXXXX by \$1,832.
- 53 (i) Increase Operating Expense Account No. 10530–546006–XXXXX by \$3,600.
- 54 (j) Increase Rapid Re-Housing – Rental Assistance Expense Account
- 55 No. 10530–534505–XXXXX by \$60,000.

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57 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
58 **SALISBURY, MARYLAND**, as follows:

59 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
60 Ordinance shall be deemed independent of all other provisions herein.

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

66 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
67 recitals were specifically set forth at length in this Section 5.

68 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

69
70 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
71 Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the
72 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
73 City of Salisbury on the _____ day of _____, 2021.

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75 **ATTEST:**

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79 _____
80 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

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83 Approved by me, this _____ day of _____, 2021.

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87 _____
88 **Jacob R. Day, Mayor**

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To: Julia Glanz, City Administrator
From: Cori Cameron, Director of Water Works
Subject: Wastewater Treatment Plant Electricity and Main Building HVAC
Date: November 9, 2021

The WWTP experienced several electrical emergencies in the last two years. The Department of Water Works had an electrical systems evaluation completed by GHD to identify any additional potential electrical issues at the plant. The report summarizes all of the items that need repairs or additional testing. There is an urgent need for these repairs to keep from any further power failures or electrical damage at the plant. A complete loss of power at the plant could be catastrophic.

The main operations building for the WWTP currently has two different failing HVAC systems. Part of this system is crumbling and some offices do not have any heat or air. Both were funded to be combined and replaced in FY 22. Bids were received at \$190,500 and the Department of Water Works had \$90,000 to complete this project.

The Wastewater Treatment Plant received a BNR Operations and Maintenance Grant from MDE for the FY22 year in the amount of \$439,966. The Department of Water Works would like to move this money into project accounts to complete the engineering design for the WWTP electric \$180,000 and the HVAC for the main building \$100,500. We would like to request the remaining \$159,466, go in the electric project account towards the engineering construction. The additional engineering construction request will be in the FY23 CIP.

Authorized By:

Cori Cameron
Cori Cameron, Director of Water Works

50 No. 96216-513026-55519 by \$100,500.00.

51 (c) Increase WWTP Electrical System Upgrade Design Account
52 No. XXXXX-513020-XXXXX by \$180,000.00.

53 (d) Increase WWTP Electrical System Upgrade Construction Account
54 No. XXXXX-513026-XXXXX by \$159,466.00.
55

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64 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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71 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
72 Council of the City of Salisbury on the _____ day of _____, 2021.

73
74 **ATTEST:**

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79 _____
80 **Kimberly R. Nichols, City Clerk**

79 _____
80 **John R. Heath, City Council President**

81
82 Approved by me, this _____ day of _____, 2021.
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87 _____
88 **Jacob R. Day, Mayor**



City of
Salisbury
Jacob R. Day, Mayor

November 3, 2021

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Target Grant

Attached, please find an ordinance to authorize the Salisbury Police Department to accept funds the United States Conference of Mayors & Target Corporation in the amount of \$75,000 for salary support for mental health professionals and the Salisbury Police Department for collaboration from The United States Congress & Mayors & Target Corporation.

Unless you or the Mayor has further questions, please forward this Resolution to the City Council.

David Meienschein
Assistant Chief of Police

Memorandum

To: Amanda Pollack, P.E., Director Infrastructure & Development
From: William T. Holland 
Date: 11/2/2021
Re: Work Session – Safford KIA – Route 13 North Annexation

The Department of Infrastructure & Development requests the proposed Safford KIA – Route 13 North Annexation be placed on the City Council work session agenda scheduled for Monday, November 15th. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent from the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the annexation petition and has paid the required annexation deposit.

The 2.5-acre site is located on U.S. Route 13 North and is contiguous to the City corporate line on Pine Way Street and abuts the north side of Car Max. This request contains a concept development plan which the petitioner is proposing the construction of a new KIA Automotive Dealership.

Attached, please find the cover letter requesting annexation into the City, a signed annexation petition, annexation survey, the concept development plan, and an aerial view of the location.

Staff is available to answer questions about this request.



November 1st, 2021

William T. Holland
Building Official
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

Dear Mr. Holland,

This letter is to confirm that Safford Kia of Salisbury would like to petition the City of Salisbury for annexation of our land located on N Salisbury Boulevard between Pine Way and Maple Way (Property ID's 05-0344744 and 05-0344779). Our purpose of this annexation is to build a new, modern, state of the art Kia Automobile Dealership on this property connecting to the City of Salisbury's water and sewer lines. With this approval, we anticipate breaking ground on this project in 2022.

Attached is the supporting documentation outlining what our concept plan is showing the size of the building and what the building will look like on this property. If you have any questions on this project, please do not hesitate to contact the following:

James Smith P.E.
AWB Engineers
410-742-7499
jsmith@awbengineers.com

Dwight Ellis
Safford Auto Group
Project Manager
804-305-1225
dellis@saffordauto.com

Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight Ellis", is written over a horizontal line.

Dwight Ellis
Project Manager
Safford Auto Group

CITY OF SALISBURY

PETITION FOR ANNEXATION

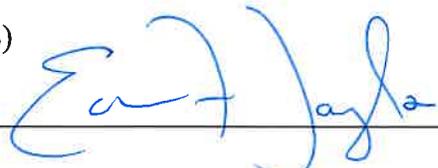
To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 17, BLOCK B, LOT 1 (LOTS 1-6)
17, BLOCK B, LOT 7 (LOTS 7-12)

Map # 29

SIGNATURE (S)


EDWARD F. TAYLOR

11/1/2021
Date

Printed

Date

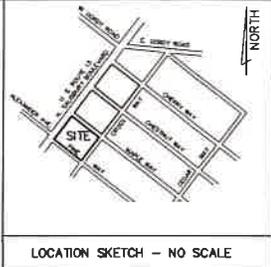
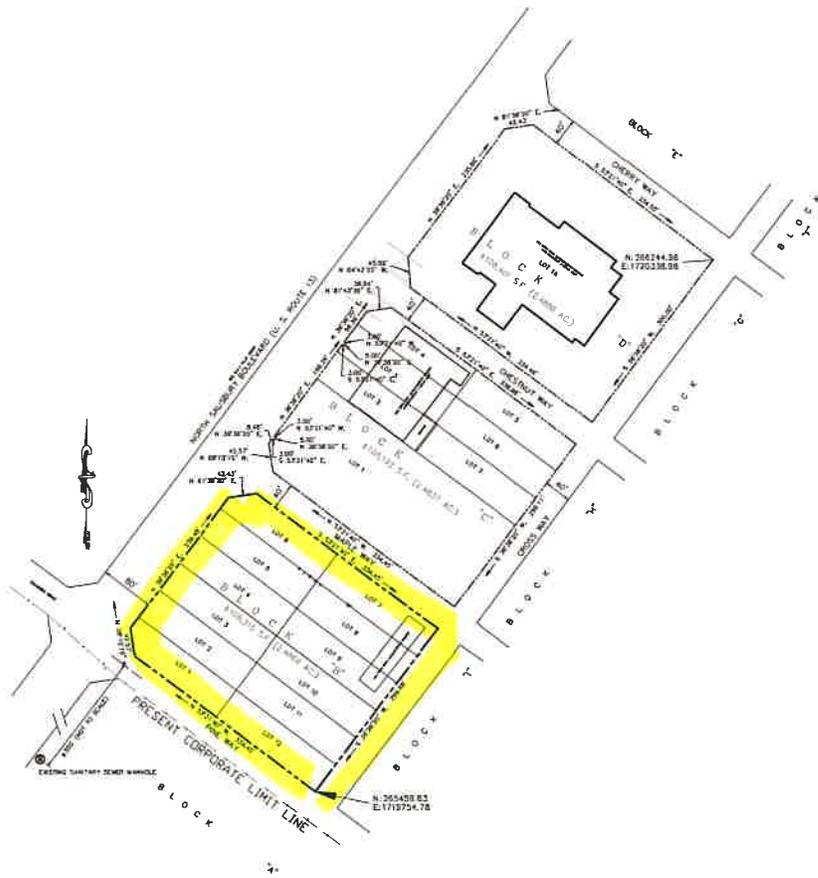
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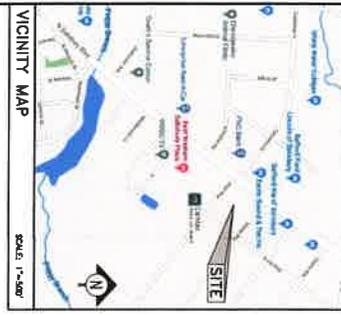


GENERAL NOTES
 HORIZONTAL DATUM/COORDINATES REFLECT 83/91 NAD GRID
 IT IS THE OWNERS' INTENT TO ANNEX ALL LOTS IN BLOCK 'B' OF THE PLAT ENTITLED 'MAPLE PLAINS' (PLAT REF. 3177/0) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)

ANNEXATION PLAT OF BLOCK 'B'
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND

GRAMM SALISBURY PROPERTIES LLC

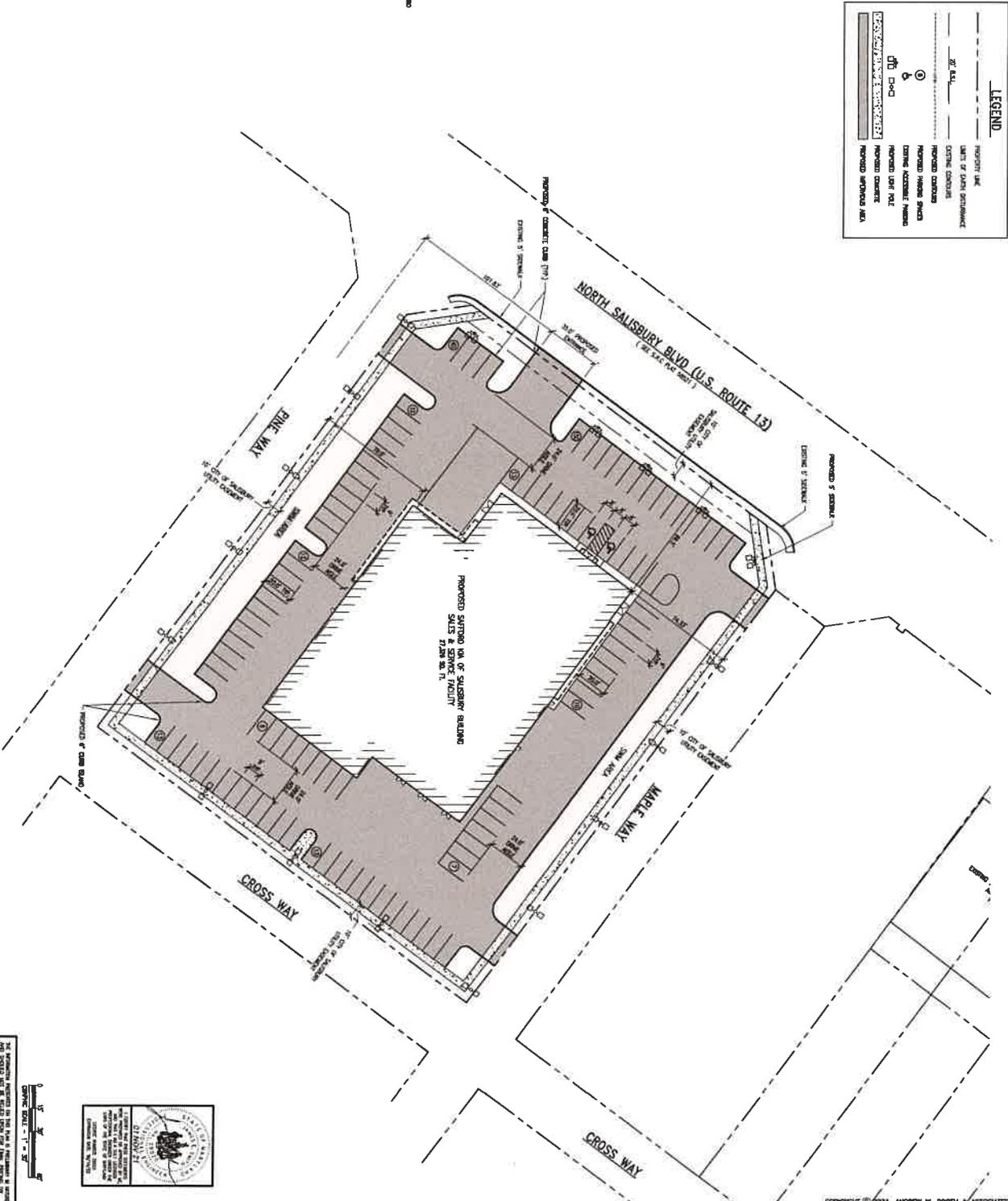
PROPOSED ANNEXATION		BRIAN M. DENNIS
SCALE: 1" = 100'	DATE: 1 NOVEMBER 2021	LAND SURVEYING & SITE PLANNING 38318 Zion Road - Salisbury, MD 21804 Telephone 443-783-8861
DEED REF: 4358/78 p. 9	SUBD: MAPLE PLAINS	
PLAT REF: 3177/5	LOT: - BLOCK B	
COUNTY: WICOMCO	DISTRICT: PARSONS RD.S	
TAX MAP: 29 PARCEL: 17	ZONING: -	
F.I.R.M. MAP NO. 340450014E	FLOOD HAZARD ZONE: X	
PROJ. NO. 10-03-20	SURV./DR. ENG. FB/MS 114/50	



LEGEND

---	PROPERTY LINE
---	LIMIT OF EXISTING DEVELOPMENT
---	EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY
---	PROPOSED PARKING SPACES
---	EXISTING ACCESSIBLE PARKING
---	PROPOSED ACCESSIBLE PARKING
---	PROPOSED LIGHT POLE
---	PROPOSED CURB CUT
---	PROPOSED SIDEWALK
---	PROPOSED BIKEWAY

- CONSIDERATIONS**
 AS SHOWN, THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE SALISBURY CITY PLANNING DEPARTMENT AND THE SALISBURY CITY ENGINEERING DEPARTMENT.
- NOTES**
 1. SEE SHEET CSP-2 FOR THE PROPOSED DEVELOPMENT.
- ADDITIONAL INFORMATION**
 THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE SALISBURY CITY PLANNING DEPARTMENT AND THE SALISBURY CITY ENGINEERING DEPARTMENT.
- CONTACT DATA**
 PROJECT NUMBER: 210817
 PROJECT ADDRESS: 2022 KIA ANNEX, SALISBURY, MD 21061
 PROJECT CONTACT: ANDREW W. BOOTH, PROJECT MANAGER
 PHONE: 410-321-7200 (EXT. 200)
 EMAIL: andrew.booth@safford.com
- DATE**
 11/1/2021
- SCALE**
 1" = 400'



THE INFORMATION CONTAINED ON THIS PLAN IS FOR INFORMATION ONLY AND IS NOT A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



SCALE: 1" = 400'

DATE: 11/1/2021

BY: ANDREW W. BOOTH

PROJECT: 210817

CONCEPTUAL SITE PLAN

CONCEPTUAL SITE PLAN

2022 KIA FACILITY

SALISBURY, MARYLAND



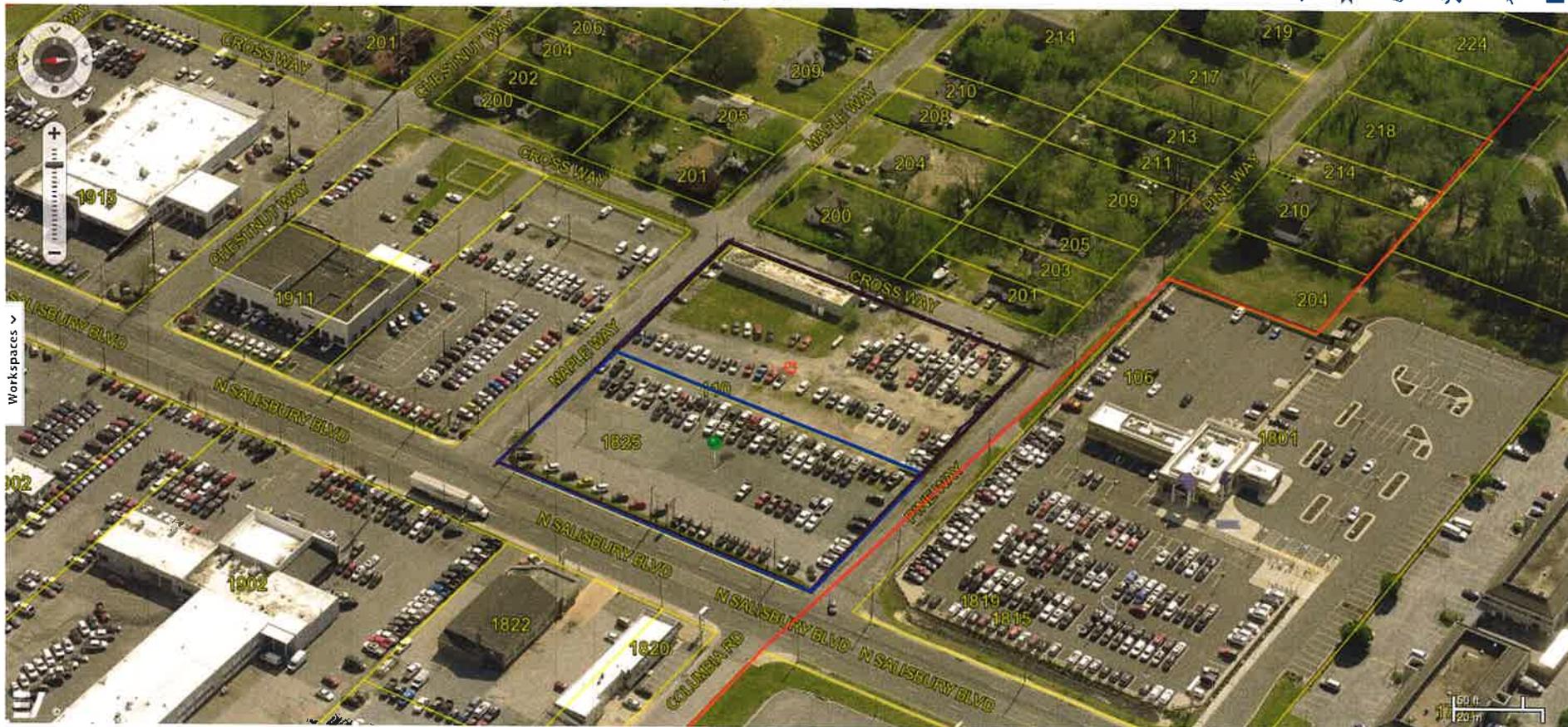
ENGINEERS/ARCHITECTS

AWB ENGINEERS



DATE	BY	DESCRIPTION	REV
20 OCT 21	AWB	OWNER REVIEW	
21 NOV 21	AWB	AMENDMENT	

CONNECTEXPLORER™



map: Auto (Oblique) | Dates: All | < image 1 of 25 > 04/14/2020



MEMO

To: Amanda Pollack, P.E., Director Infrastructure & Development
From: William T Holland 
Date: 11/8/2021
Re: PTV 1167, LLC – Beaver Run Annexation

Attached is the annexation documents for the PTV 1167, LLC – Beaver Run Annexation. Please have this scheduled for the November 15th City Council Work Session for their review of the attached documents.

The annexation documents includes the agreement, annexation plan, the fiscal impact memo, two resolutions, and other supporting materials.

May 6, 2021

City of Salisbury
Department of Building, Permitting & Inspections
Attention: Mr. William T. Holland, Director
125 North Division Street
Salisbury, MD 21801

Re: Annexation Petition
31997 Beaver Run Road
Map 39 – Parcel 264, Block A – Lots 1 and 2
City of Salisbury, Wicomico County, Maryland

Dear Mr. Holland,

Pursuant to executed Agreement of Sale (“Agreement”) between the Owners of the above noted parcels and PTV 1167, LLC (“Buyer”), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located at 400 Penn Center Boulevard, Building 4 – Suite 1000, Pittsburgh, PA 15235, its successors and assigns; Buyer provides this letter, in conjunction with previously submitted materials including an executed Petition for Annexation, as indication that the parties (Seller and Buyer) mutually intend to move forward with the annexation of the above noted properties into the City of Salisbury; subject to an annexation agreement. Attached hereto is a letter executed by both parties further confirming Seller’s Authorization of Buyer to pursue annexation of the property.

Buyer intends to enter into a final Annexation Agreement and is permitted to do so by the Seller by virtue of the Agreement.

Sincerely,

PTV 1167, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Asst. Vice President

Enc.



Real Estate Development

400 Penn Center Boulevard, Building 4
Suite 1000
Pittsburgh, PA 15235
T: 724-420-5367
F: 724-420-5369

April 14, 2021

PRESENTED VIA HAND DELIVERY TO:

Jeff Bucaro, VP of Assets
Ocean Petroleum Properties, Inc.

Re: Agreement of Sale by and between Ocean Petroleum Properties, LLC ("Seller") and PTV 1067, LLC, later assigned to PTV 1157, LLC ("Buyer"), dated July 13, 2020, as amended (the "Agreement"), for certain property in Wicomico County, Maryland, as more particularly described therein (the "Property")

Mr. Bucaro:

By your signature below, you verify as follows:

- That Seller is the legal owner of the Property;
- That you have the requisite authority to bind Seller to the terms hereunder;
- That Seller consents and agrees that, Buyer, pursuant to its equitable interest in the Property, may petition the City of Salisbury, Maryland, to have the Property annexed into the City and made a part thereof; and
- That Buyer is authorized to perform all functions, including but not limited to the executing the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

If you are in agreement with each of the items above, please sign below. If there are any questions, please do not hesitate to contact me or Jason Donald.

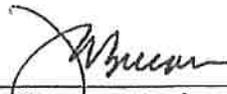
PTV 1057, LLC
By: PennTex Ventures, LLC



Matt Ripplin, *General Counsel*

Date: 4/14/2021

Ocean Petroleum Properties, Inc.



Jeff Bucaro, VP of Assets

Date: 4/14/21



City of
Salisbury
Jacob R. Day, Mayor

June 28, 2021

Becker Morgan Group, Inc.
312 West Main Street, Suite 300
Salisbury, MD 21801
Attn: Jeffrey A. Harman, P.E.

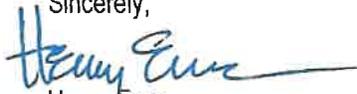
**RE: #202100638 Annexation Zoning – Beaver Run Drive Annexation – 31997 Beaver Run Drive –
Map 0039, Grid 0006, Parcel 0264, Lots 1 & 2**

Dear Mr. Harman:

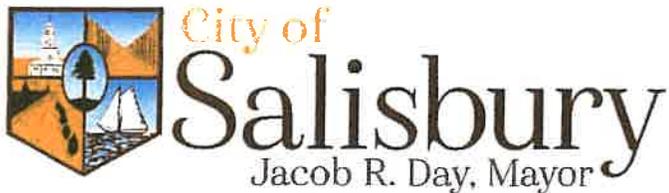
The Salisbury Planning Commission at its June 17, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **Mixed Use Non-Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,



Henry Eure
Project Manager



Infrastructure and Development Staff Report July 15, 2021

I. BACKGROUND INFORMATION:

Project Name: 31997 Beaver Run Drive
Applicant/Owner: PennTex Ventures
Infrastructure and Development Case No.: 201900380
Nature of Request: Zoning Recommendation for Annexation
Location of Property: 31997 Beaver Run Drive; Map #0039; Grid #0006; Parcel #0264;
Lots #1 & 2
Requested Zoning District: R-8A Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the 31997 Beaver Run Drive annexation, located on the northeast corner of Beaver Run Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 - 3)** The properties are located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive. The combined area of both lots totals 134,242 sq. ft. (3.08 acres). **(Attachment 4)**

B. Area Description:

The requested annexation area consists of two (2) lots on one (1) parcel 134,242 sq. ft. in size. Lot 1 has been improved with a convenience store, while lot 2 is unimproved. **(Attachment 5)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to the north, south and east is zoned LB-1 Light Business and Institutional. To the west, the properties are located in the City's Mixed Use Non-Residential zoning district, while properties to the southwest are in Planned Development District No. 3 – Moore Property district.



City of
Salisbury
Jacob R. Day, Mayor

B. County Plan.

The County Comprehensive Plan designates this property and area as Urban Corridor.

C. Zoning for Annexed Areas.

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. This area is designated "Urban Corridor."



City of
Salisbury
Jacob R. Day, Mayor

3. Maryland Law.

House Bill 1141 made two (2) 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 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:

As previously noted, Lot 1 of the property has been improved with a convenience store and fuel islands. The proposed redevelopment will consist of a convenience store and expanded fueling area that will utilize both lots. **(Attachment 6)**

B. Access:

The site will have access from both Walston Switch Road (entrance only) and Beaver Run Drive (entrance and exit).



City of
Salisbury
Jacob R. Day, Mayor

C. Configuration and Design:

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

D. Estimated Development Impacts:

The development impact assessment traditionally pertains to a proposal for a residential development. This site is, and will be, developed with a retail use (convenience store and fueling station).

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned LB-1 Light Business and Institutional in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as "Mixed Use", and the proposed use and requested zoning classification meet this designation by utilizing the Mixed Use Non-Residential zoning classification, which is the zoning designation for adjoining city parcels. **(Attachment 7)**

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

Memorandum

To: Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development
From: Heather R. Konyar, Esquire
Date: 10/21/2021
Re: *Fiscal Impact* – PTV 1167, LLC; Beaver Run Annexation

Petition Requesting the City’s Annexation of the Property:

PTV 1167, LLC (“**PTV 1167**”) filed a Petition for Annexation (the “**Petition**”), dated May 6, 2021, with the City of Salisbury (the “**City**”), requesting the City annex the following parcels of lands:

- Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the “**Beaver Run Property**”); and;
- All that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City’s annexation of the Beaver Run Property (the “**Annexation Plat**”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Annexed Property**”).

If approved by the City Council, the City’s annexation of the Annexed Property will add 3.08+/- acres of land to the municipal boundaries of the City, to be zoned as “Mixed Use Non-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 immediate, annual net-positive fiscal impact on the City in the amount of \$10,464.80 +/- . 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 as requested by the Petition.

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

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2022 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 (in the present case, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by PTV 1167, will be exclusively commercial).

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, 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 the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City's annexation of the Annexed Property. In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$3,300.00+/-.

Revenues to City from the Annexation of the 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 FY2022 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 PTV 1167 has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as PTV 1167 has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The sources for the assessed values is Maryland's State Department of Assessment and Taxation.

Under PTV 1167's proposed development plan, the Annexed Property would be developed for a convenience store and fueling stations, totaling more than 4,505 +/- square feet of commercial floor space, plus a newly developed fuel canopy facility totaling 4,284 +/- square feet. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$1,400,000.00. Using the real property tax rate adopted by the City for its FY2022 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$13,764.80 +/-.¹

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to the development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

Conclusion:

Upon completion of PTV 1167's proposed development of the Annexed Property, the Beaver Run Annexation will result in a positive fiscal impact to the City of approximately \$10,464.80 +/- per year in constant 2022 dollars.

¹ Regardless of any development, upon annexation of the Annexed Property, the City can expect a minimum of \$4,488.63 +/- in annual revenue from the municipal real tax levied on the Annexed Property.

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RESOLUTION NO. 3131

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 “Beaver Run Drive – PennTex. Annexation” beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with northerly right of way line of U.S. Route 50, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2, and portion of the public road right-of-way known as “Walston Switch Road”, containing 3.08 acres more or less.

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RECITALS

WHEREAS, the City of Salisbury has received a Petition for Annexation, dated May 6, 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, 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 “Beaver Run Drive – PennTex Annexation” beginning for the same point on the westerly right of way line of Walston Switch Road. Said point beginning for the same point at the existing Corporate Limits Line of the City of Salisbury, MD being near the right of way line of U.S. Route 50 continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264, Block A, Lots 1 & 2 and further being the same real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein and all that certain portion of the public road right-of-way known as “Walston Switch Road” and being that same public right-of-way more particularly depicted on that certain plat entitled Annexation Boundary Exhibit attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Annexed Property**”); and

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WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury 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 July 19, 2021, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

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WHEREAS, it appears that the aforesaid Petition for Annexation, dated May 6, 2021, meets all the requirements of applicable state and local law; and

39 WHEREAS, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
40 Resolution, providing for the City of Salisbury’s annexation of the Annexed Property as set forth herein,
41 shall be and hereby is scheduled for _____, 2021 at 6:00 p.m.

42
43 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
44 **SALISBURY** as follows:

45 **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of
46 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of
47 Salisbury all that certain real property more particularly described in **Exhibit 2** attached hereto and
48 incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury
49 as contemplated by this Resolution is hereinafter referred to as the “**Annexed Property**”).

50 **Section 2.** The annexation of the Annexed Property be and hereby is approved by the Council of
51 the City of Salisbury subject to all terms, conditions and agreements contained in the aforementioned
52 property description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits**
53 **2, 5 and 6**, respectively, each of which is attached hereto and incorporated herein as if all such terms,
54 conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

55 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Annexed
56 Property within that certain Zoning District of the City of Salisbury identified as “**Mixed Use Non-**
57 **Residential**”, which said real property newly annexed into Corporate Limits of the City of Salisbury, as
58 contemplated by this Resolution, is presently zoned “**LB-1 Light Business and Institutional**” in
59 accordance with the existing zoning laws of Wicomico County, Maryland.

60 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
61 shall hold a public hearing on this Resolution on _____ 2021 at 6:00p.m. in the Council
62 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
63 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
64 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
65 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
66 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
67 publication as specified hereinabove.

68 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**
69 **AS FOLLOWS:**

70 **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this
71 Resolution shall be deemed independent of all other provisions herein.

72 **Section 6.** It is further the intention of the Council of the City of Salisbury that if any section,

73 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or
74 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
75 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
76 Resolution shall remain and shall be deemed valid and enforceable.

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

79 **Section 8.** This Resolution and the annexation of the Annexed Property as contemplated herein,
80 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to
81 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-
82 401, et seq.

83
84 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
85 City of Salisbury held on the _____, 2021, having been duly published as required by law
86 in the meantime a public hearing was held on the ___ day of _____, 2021 at 6:00 p.m., and was
87 finally passed by the Council at its regular meeting held on the ___ day of
88 _____, 2021.

89
90 _____
91 Kimberly R. Nichols, John R. Heath,
92 City Clerk Council President

93
94 APPROVED BY ME this _____ day of _____, 2021.

95
96
97 _____
98 Jacob R. Day,
99 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) # Parcel 264, Block A - Lots 1 & 2

Map # Map 39

SIGNATURE (S)

Signature



5/6/2021

Date

Printed

William R. Owen, Assit. Vice President
PTV 1167, LLC (Equitable Owner/Applicant)

Signature

Date

Printed

Signature

Date

Printed

Signature

Date

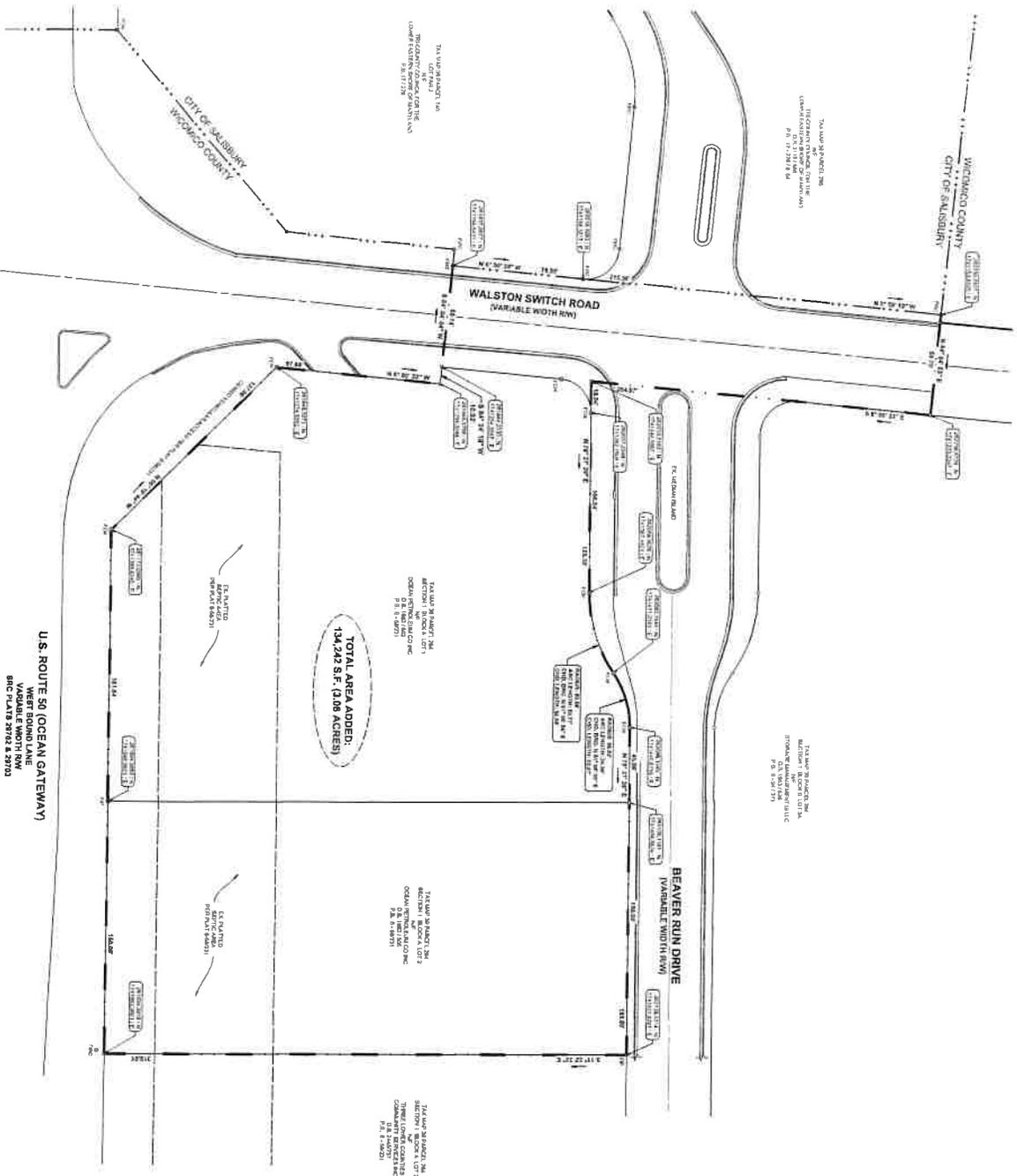
Printed

BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



U.S. ROUTE 50 (OCEAN GATEWAY)
 VARIABLE WIDTH R/W
 BNC PLATS 28182 & 28703

TOTAL AREA ADDED:
 134,242 S.F. (3.08 ACRES)

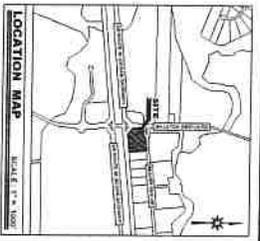
LEGEND

3' R/W	10' SIDEWALK EASEMENT
5' R/W	10' SIDEWALK EASEMENT
10' R/W	10' SIDEWALK EASEMENT
15' R/W	10' SIDEWALK EASEMENT
20' R/W	10' SIDEWALK EASEMENT
25' R/W	10' SIDEWALK EASEMENT
30' R/W	10' SIDEWALK EASEMENT
35' R/W	10' SIDEWALK EASEMENT
40' R/W	10' SIDEWALK EASEMENT
45' R/W	10' SIDEWALK EASEMENT
50' R/W	10' SIDEWALK EASEMENT
55' R/W	10' SIDEWALK EASEMENT
60' R/W	10' SIDEWALK EASEMENT
65' R/W	10' SIDEWALK EASEMENT
70' R/W	10' SIDEWALK EASEMENT
75' R/W	10' SIDEWALK EASEMENT
80' R/W	10' SIDEWALK EASEMENT
85' R/W	10' SIDEWALK EASEMENT
90' R/W	10' SIDEWALK EASEMENT
95' R/W	10' SIDEWALK EASEMENT
100' R/W	10' SIDEWALK EASEMENT

SITE DATA

1. NUMBER OF LOTS	1
2. EXISTING ZONING	RESIDENTIAL
3. EXISTING USE	RESIDENTIAL
4. TOTAL AREA	134,242 S.F. (3.08 ACRES)
5. TOTAL AREA ADDED	134,242 S.F. (3.08 ACRES)
6. TOTAL AREA REMOVED	0 S.F. (0 ACRES)
7. TOTAL AREA NET ADDED	134,242 S.F. (3.08 ACRES)
8. TOTAL AREA NET REMOVED	0 S.F. (0 ACRES)
9. TOTAL AREA NET ADDED/REMOVED	134,242 S.F. (3.08 ACRES)
10. TOTAL AREA NET ADDED/REMOVED PER ACRE	43,584 S.F. (1.0 ACRES)

RECORDED AMENDMENT NOTE
 THIS PLAN IS A REVISION OF THE PREVIOUS PLAN AND IS SUBJECT TO THE PROVISIONS OF THE AMENDMENT ACT, CHAPTER 28A, ARTICLE 10, SECTION 10-101.



BECKER MORGAN
 ARCHITECTURE
 ENGINEERING
 DESIGN, INC.
 300 S. GAY STREET
 BALTIMORE, MD 21202
 TEL: 410.528.1100
 FAX: 410.528.1101
 WWW.BECKERMORGAN.COM

LANDS OF OCEAN PETROLEUM CO INC
 3187 BEAVER RUN DRIVE
 CITY OF SALISBURY
 WILMOTCO CO., MARYLAND

ANNEXATION BOUNDARY EXHIBIT

PROJECT NO.	2010101
DATE	08/11/10
SCALE	1" = 30'
DESIGNER	BECKER MORGAN
CHECKER	BECKER MORGAN
APPROVER	BECKER MORGAN
DATE	08/11/10



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

BEAVER RUN DRIVE – OCEAN PETROLEUM CO. 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 black ink, appearing to read "Leslie C. Sherrill".

Leslie C. Sherrill
Surveyor

Date: 7/19/2021

Beaver Run Drive – Ocean Petroleum Co - Certification.doc

PTV 1157, LLC – BEAVER RUN ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *PTV 1157, LLC*, a Pennsylvania limited liability company (“PTV”) (the City and PTV are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “PTV” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of PTV, 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 PTV, as the case may be;

WHEREAS, pursuant to that certain Agreement of Sale, dated July 13, 2020, by and between Ocean Petroleum Properties, LLC (“Seller”) and PTV, Seller agreed to convey unto PTV, and PTV agreed to purchase from Seller, all that certain real property identified as Map 0039, Parcel 264, Block-A, Lot-1 (MD Tax No. 05-106370), consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Dr., Salisbury, Maryland 21801 (“**Lot-1**”);

WHEREAS, pursuant to that certain Agreement of Sale, dated July 13, 2020, by and between Seller and PTV, Seller agreed to convey unto PTV, and PTV agreed to purchase from Seller, all that certain real property identified as Map 0039, Parcel 264, Block-A, Lot-2 (MD Tax No. 05-106389) consisting of 1.07 acres more or less, having a premises address of Beaver Run Dr., Salisbury, Maryland 21801 (“**Lot-2**”); (Lot-1 and Lot-2 are hereinafter referred to collectively as the “**Beaver Run Property**”); and;

WHEREAS, the Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, 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 “**Beaver Run Property Description**”); and

WHEREAS, the Annexation Plat further depicts all that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Property**”); and

WHEREAS, upon PTV’s acquisition of the Beaver Run Property (i.e. Lot-1 and Lot-2), PTV intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s Mixed Use Non-Residential zoning district, and as more fully set forth in the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “**Concept Development Plan**”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which PTV desires to obtain for its development of the Property as aforesaid;

WHEREAS, PTV, with the consent of each of Seller, submitted a Petition for Annexation (the "Petition"), dated May 6, 2021, requesting the City annex each parcel of land which makes up the Property as contemplated herein;

WHEREAS, the City is willing to annex the Property, provided PTV agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding PTV's use and development of the Property;

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws;

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and PTV enter into this Agreement to set forth the terms and conditions of the proposed annexation of the 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 are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. **Effective Date.**

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "Annexation Resolution"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

2. **Warranties & Representations of the City.**

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate 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 or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with PTV's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. **Warranties & Representations of PTV.**

(a) This Agreement shall constitute the written consent of PTV to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). PTV requests the annexation in accordance with the Annexation Plat attached as *Exhibit A* and the Concept Development Plan attached as *Exhibit C*. PTV represents and warrants to the City that it has the full power and authority to sign this Agreement, and PTV further represents that Seller, as the sole owner of the Property, consents to PTV's petition for the annexation, as evidenced by its signature hereto. PTV further represents and warrants to the

City that there is no action pending against, or otherwise involving, PTV and/or Seller that would affect, in any way, the right and authority of PTV to execute this Agreement.

(b) PTV expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by PTV's execution of this Agreement, PTV agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. PTV shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and PTV is permitted to vote in such referendum, PTV shall vote in favor of the Annexation Resolution.

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 (the "Charter") and the Salisbury Municipal Code (the "City Code") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the 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 Property shall be zoned Mixed Use Non-Residential, as set forth in Chapter 17.46 of the City Code.

6. Municipal Services.

(a) Subject to the obligations of PTV set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for PTV's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time PTV makes a request for such capacity and/or services.

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, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. City Boundary Markers.

(a) PTV, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. PTV shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event PTV fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), PTV shall make payment to the City

in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of PTV under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** PTV expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, 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 Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice PTV for all costs to be paid by PTV under this Section 9(a) and PTV shall make payment to the City for all such amounts within fifteen (15) days of PTV's receipt of any such invoice from the City.

(b) **Development of Property.** PTV shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's Mixed Use Non-Residential zoning district.

(c) **Contribution to Area Improvement.** PTV agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

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

- (i) Prior to PTV's submission or filing of any application or request for issuance of a permit for or relating to PTV's development of the 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, PTV shall pay to the City a non-refundable development assessment in the amount of Twenty-Four Thousand One Hundred Fifty Dollars and Twenty-Eight Cents (\$24,150.28) (the "**Development Assessment**"). PTV expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.
- (ii) In the event PTV fails to pay the Development Assessment to the City 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, PTV shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree 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. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against PTV or the Property in accordance with the terms and conditions of this Agreement and/or

pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** PTV expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the “gateway” character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) **Public Utility Improvements & Extensions.**

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that PTV shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City’s standards and specifications.
- (ii) In addition to the provisions set forth in Section 9(f)(i), PTV’s design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between PTV and the City (the “PWA”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to PTV, or any party acting on its behalf, for any work associated with PTV’s development of the Property, or any portion thereof, until the PWA has been executed by the Parties.
- (iii) With regard to water and wastewater utilities, PTV shall be solely responsible for the acquisition of easements or other property interests which involve the Tri County Council for the Lower Eastern Shore of Maryland or other nonparties to this Agreement. PTV shall be solely responsible for the preparation and execution of all documents associated with the same, including but not limited to deeds, easements, and/or shared facility agreements.

10. **RECORD PLAT.**

PTV shall provide the City with a copy of the final record plat for any development of, on or within the Property.

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: (1) when delivered in person on a business day at the address set forth below; (2) 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, (3) 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 PTV shall be addressed to, and delivered at, the following addresses:

PTV 1157, LLC
c/o William R. Owen
400 Penn Center Boulevard, Building 4
Suite 1000
Pittsburgh, PA 15235

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:
Heather R. Konyar, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

PTV expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property 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 Mixed Use Non-Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from PTV's development and/or use of the Property or any portion thereof.

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, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, 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 Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda 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 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) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor PTV is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and PTV is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in 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 hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the 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 PTV, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), PTV 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 Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. PTV shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by PTV of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of PTV under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of PTV independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of PTV under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against PTV, its successors, representatives and assigns, 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 hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda 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 PTV. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, 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.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held 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 any party against any 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, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(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 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.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for PTV's development of the 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 FOLLOW***

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

ATTEST/WITNESS:

Quinn Burch

"PTV":

PTV 1157, LLC

By: *[Signature]* (Seal)
AUSTIN WEINMAN, Authorized Representative

THE "CITY":

City of Salisbury, Maryland

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

CONSENTED TO BY "SELLER":

Ocean Petroleum Co., Inc.

ATTEST/WITNESS

Robert Collesley

By: *[Signature]* (Seal)
Armand Kevorkian, Authorized Representative

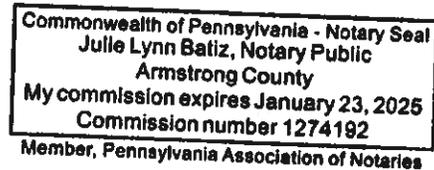
STATE OF PENNSYLVANIA, ARMSTRONG COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1ST day of NOVEMBER 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AUSTIN WEINMAN, who acknowledged himself to be an Authorized Representative of PTV1157, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of PTV 1157, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Julie L. Batiz
NOTARY PUBLIC

My Commission Expires: JANUARY 23, 2025



STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF Virginia Fairfax COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29 day of October, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Armand Keurian who acknowledged himself to be an Authorized Representative of OCEAN PETROLEUM CO., INC., and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of OCEAN PETROLEUM CO., INC. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

VRattana
NOTARY PUBLIC

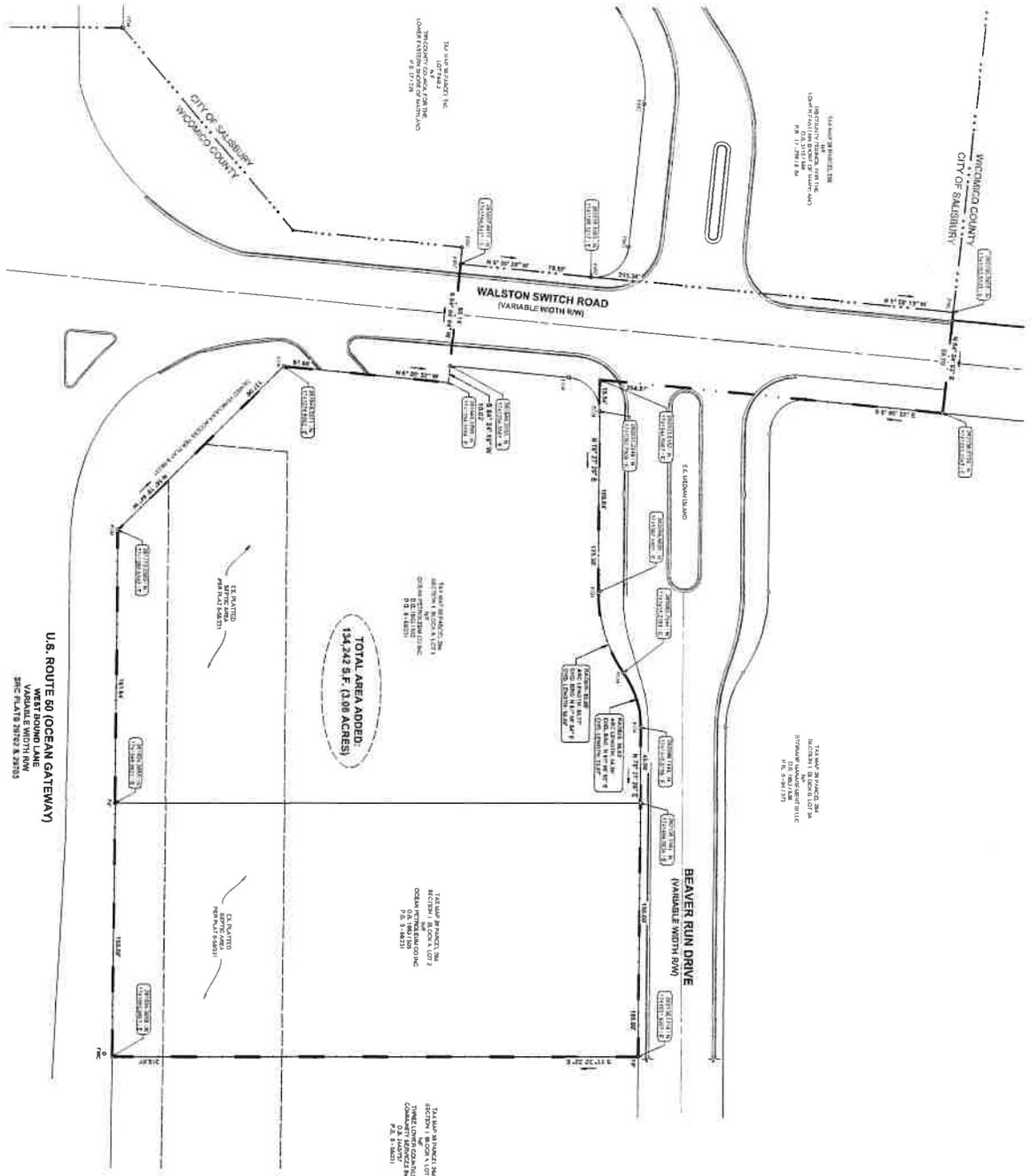
My Commission Expires: 01/31/2023



CERTIFICATION BY ATTORNEY

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.

Heather R. Konyar, Esquire



U.S. ROUTE 80 (OCEAN GATEWAY)
 VARIABLE WIDTH RW
 SPEC PLATS 2017 X 2015

TOTAL AREA ADDED:
 134,742 S.F. (3.08 ACRES)

LEGEND

9" PK	- EXISTING ROAD RIGHT-OF-WAY
8" PK	- EXISTING ROAD RIGHT-OF-WAY
6" PK	- EXISTING ROAD RIGHT-OF-WAY
4" PK	- EXISTING ROAD RIGHT-OF-WAY
2" PK	- EXISTING ROAD RIGHT-OF-WAY
1" PK	- EXISTING ROAD RIGHT-OF-WAY
0" PK	- EXISTING ROAD RIGHT-OF-WAY
---	- EXISTING CITY OF BALUBURY COMPACTED BENT LINE
---	- PROPOSED CITY OF BALUBURY COMPACTED BENT LINE

SITE DATA

1. OWNER/BUYER OF RECORD	LANDS OF OCEAN PETROLEUM CO INC
2. SUBMITTER	PRY PER LLC
3. PROJECT NAME	3187 BEAVER RUN DRIVE
4. PROJECT ADDRESS	3187 BEAVER RUN DRIVE, BALUBURY, MD 21740
5. PROJECT ZONING	RESIDENTIAL SINGLE-FAMILY (R-1)
6. PROJECT DESCRIPTION	REVISION TO EXISTING SITE PLAN FOR THE PROPOSED DRIVEWAY AND DRIVEWAY IMPROVEMENTS

RECORDED APPLICATION NOTE
 ALL OF LOT 1, 2 & 3 REVISION TO EXISTING SITE PLAN AND REVISION TO BE INCLUDED IN THE REVISION TO TOTAL AREA - 134,742 S.F. (3.08 ACRES)



BECKER MORGAN
 ARCHITECTURE
 ENGINEERING

Date: 02/20/2017
 Job: 3 - Ocean Ave
 3187 Beaver Run Drive
 Balubury, MD 21740
 3112 Newland Road, Suite 200
 Frederick, MD 21701
 410.524.9600
 410.524.9601
 410.524.9602
 410.524.9603
 410.524.9604
 410.524.9605
 410.524.9606
 410.524.9607
 410.524.9608
 410.524.9609
 410.524.9610



3187 BEAVER RUN DRIVE
 CITY OF BALUBURY
 WILSON COUNTY, MARYLAND

LANDS OF OCEAN PETROLEUM CO INC

ANNEXATION
 BOUNDARY
 EXHIBIT

SCALE: 1" = 30'

PROJECT INFORMATION

PROJECT NO.	202017-205
DATE	02/21/2017
OWNER	LANDS OF OCEAN PETROLEUM CO INC
PROJECT NO.	202017-205
DATE	02/21/2017
OWNER	LANDS OF OCEAN PETROLEUM CO INC

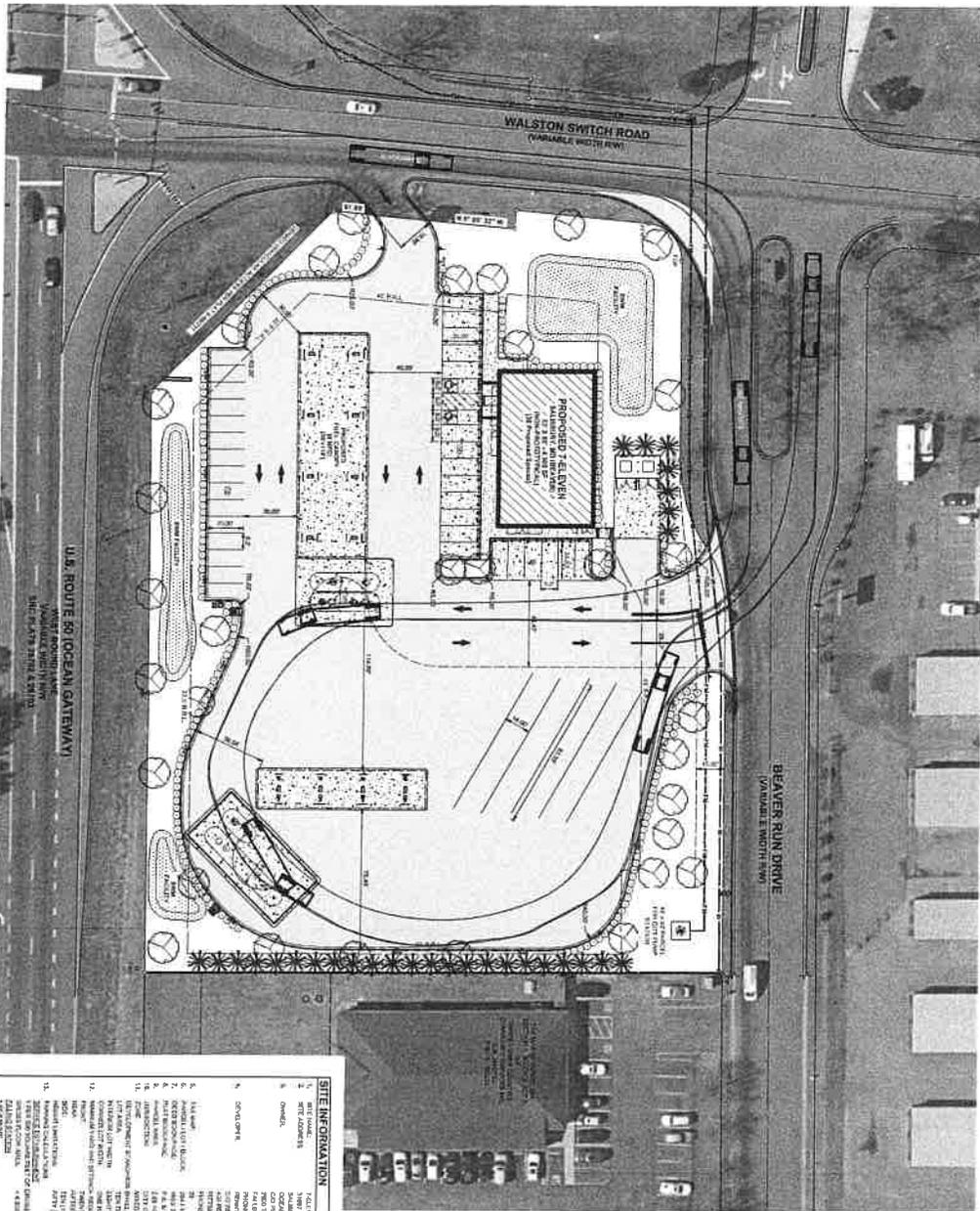
V-101

BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.



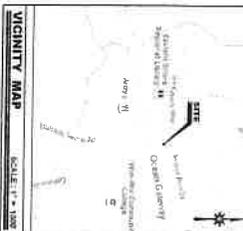
ESTIMATED WATER AND SEWER USAGE DATA

WATER DEMAND: 1.5 GPM/100 SF/HR
 SEWER DEMAND: 1.5 GPM/100 SF/HR
 TOTAL ESTIMATED WATER AND SEWER DEMAND: 3.0 GPM/100 SF/HR
 THIS ESTIMATE IS BASED ON THE ASSUMPTIONS OF 100% OCCUPANCY AND 100% OF THE DEVELOPMENT BEING OPERATIONAL AT ALL TIMES. THE ACTUAL WATER AND SEWER DEMAND MAY VARY SIGNIFICANTLY FROM THESE ESTIMATES.

AREA TABULATION

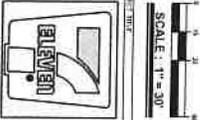
AREA	AREA (SQ FT)	PERCENTAGE OF TOTAL AREA
TOTAL SITE AREA	1,100,000	100%
IMPAVED AREA	150,000	14%
LANDSCAPED AREA	950,000	86%
WATER	10,000	1%
SEWER	10,000	1%
DRIVEWAY	10,000	1%
PARKING	100,000	9%
LANDSCAPING	10,000	1%
UTILITIES	10,000	1%
OTHER	10,000	1%

- SITE INFORMATION**
1. SITE NAME: 7-ELVEN BEAVER RUN
 2. SITE ADDRESS: 3197 BEAVER RUN DRIVE, WACO, TX 76798
 3. OWNER: COASTAL REAL ESTATE, INC. (A DIVISION OF THE COASTAL GROUP)
 4. PROJECT MANAGER: PROJECT MANAGER
 5. ARCHITECT: BECKER MORGAN ARCHITECTURE ENGINEERING
 6. ENGINEER: BECKER MORGAN ARCHITECTURE ENGINEERING
 7. CONTRACT NO.: 1000000000
 8. DATE: 08/11/11
 9. SHEET NO.: 1000000000
 10. SHEET TITLE: CONCEPT DEVELOPMENT PLAN
 11. PROJECT DESCRIPTION: CONCEPT DEVELOPMENT PLAN FOR 7-ELVEN BEAVER RUN, A 12,000 SQ FT OFFICE BUILDING WITH 100 PARKING SPACES, SITUATED ON A 1.1 ACRES SITE.
 12. PROJECT LOCATION: 3197 BEAVER RUN DRIVE, WACO, TX 76798.
 13. PROJECT STATUS: CONCEPT DEVELOPMENT PLAN.
 14. PROJECT PHASE: CONCEPT DEVELOPMENT PLAN.
 15. PROJECT BOUNDARY: 7-ELVEN BEAVER RUN.
 16. PROJECT ADJACENT TO: U.S. ROUTE 50 (OCEAN GATEWAY).



BECKER MORGAN
 ARCHITECTURE
 ENGINEERING

Becker, MO
 300 S. O'Connell Ave
 Waco, TX 76798
 Tel: 817.771.7883
 Fax: 817.771.7883
 www.beckermorgan.com



7-ELVEN - BEAVER RUN
 3197 BEAVER RUN DRIVE
 CITY OF SALISBURY
 WACOMCO CO., MARYLAND

CONCEPT DEVELOPMENT PLAN

NO.	DESCRIPTION	DATE
1	CONCEPT DEVELOPMENT PLAN	08/11/11
2	CONCEPT DEVELOPMENT PLAN	08/11/11
3	CONCEPT DEVELOPMENT PLAN	08/11/11
4	CONCEPT DEVELOPMENT PLAN	08/11/11
5	CONCEPT DEVELOPMENT PLAN	08/11/11
6	CONCEPT DEVELOPMENT PLAN	08/11/11
7	CONCEPT DEVELOPMENT PLAN	08/11/11
8	CONCEPT DEVELOPMENT PLAN	08/11/11
9	CONCEPT DEVELOPMENT PLAN	08/11/11
10	CONCEPT DEVELOPMENT PLAN	08/11/11

PROJECT NO.: 1000000000
 DATE: 08/11/11
 SCALE: 1" = 30'
 DRAWN BY: B.M.
 CHECKED BY: M.P.
 1 OF 1

Exhibit 6

ANNEXATION PLAN
FOR THE
BEAVER RUN ANNEXATION
TO THE CITY OF SALISBURY

October 20, 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**”), held on June 7, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV 1167, LLC (“**PTV 1167**”), dated May 6, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
 - Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the “**Beaver Run Property**”); and;
 - All that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Annexed Property**”.)
- At the June 17, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On _____, 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 Annexed 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 Annexed Property, as requested by the Annexation Petition submitted by PTV 1167. Furthermore, at the _____ 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, at least thirty (30) days before 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 Annexed Property. PTV 1167 is the Petitioner for annexation of the Annexed Property. All that certain real property defined herein as the Beaver Run Property is the subject of an executed Agreement of Sale between PTV 1167 and Ocean Petroleum Co., Inc., the current owner of the Beaver Run Property. Ocean Petroleum Co., Inc. has provided express written consent for PTV 1167 to petition the City of Salisbury for the annexation of the Beaver Run Property and has authorized PTV 1167 to perform

all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Annexed Property is located as follows: (a) The Beaver Run Property is located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive; the Beaver Run Property is located at the eastern limits of Salisbury; and (b) The Walston Switch ROW is located as on the northerly side of U.S. Route 50, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted and described by the Annexation Plat. 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 “**Beaver Run Property Description**”).
- (b) Lot 1 of the Beaver Run Property is improved with a convenience store and fuel islands, while Lot 2 is unimproved. (See *Exhibit A*.) The convenience store on the Beaver Run Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by PTV 1167 arises exclusively from the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “**Concept Development Plan**”).
- (c) The Walston Switch ROW consists of 0.40 +/- acres of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Walston Switch ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), street lights, on-street parking and the provision of a bike lane thereon. All upgrades made to the Walston Switch ROW, as aforesaid, shall be performed by the City at the sole cost and expense of PTV 1167 as provided in the Annexation Agreement by and between the City and PTV 1167 of even date herewith.

1.4. Existing Zoning. All of the Beaver Run Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0005, Parcel 0266 and Map 0039, Grid 0005, Parcel 0740 (the “Tri-County Council Property”). The Tri-County Council Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City 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 polices 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 Annexed 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 Annexed Property. Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

2.3. Proposed Land Use for Annexed Property. The Beaver Run Property is, and will be, redeveloped with a retail use. As set forth in Section 1.3(b) of this Annexation Plan, the Beaver Run Property is improved by a convenience store and fuel islands. Upon its annexation, the proposed Beaver Run Property redevelopment will consist of a new 7-Eleven franchised convenience store, equipped with an expanded fueling area that will utilize both of the Beaver Run Property lots (i.e., the use of the Beaver Run Property will be unchanged from its current use).

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 Beaver Run Property can be accessed by Walston Switch Road, a County Road and Beaver Run Drive, a County Road. As provided in Section 1.3(c), all that certain area shown as the Walston Switch ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, PTV 1167’s redevelopment of the Annexed Property will create a demand of about 810.9 gallons per day. PTV 1167, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property.

3.3. Schools. The Annexed Property is and will be subject to retail use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City’s annexation of the Annexed 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 Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

3.6. Police. The City of Salisbury Police Department will provide police services to the Annexed 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. Commercial development in the City of Salisbury is served by 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 Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is immediately adjacent to U.S. Route 50 on the eastern side of the City

of Salisbury. PTV 1167's proposed commercial use (convenience store and service station) at the Beaver Run Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by PTV 1167, requesting the City annex the Annexed Property, arises exclusively from the need to serve the Beaver Run Property with public water and sewer utilities for and in connection with PTV 1167's proposed development of the Beaver Run Property, as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C*.

1
2
3 **RESOLUTION NO. 3132**

4 **A RESOLUTION** of the Council of the City of Salisbury proposing the
5 annexation to the City of Salisbury of a certain area of land contiguous to
6 and binding upon the Corporate Limits of the City of Salisbury to be
7 known as “Beaver Run Drive – PennTex. Annexation”, beginning at a
8 point contiguous to and binding upon the existing Corporate Limits Line
9 of the City of Salisbury, MD, being on the westerly right of way line of
10 Walston Switch Road at its intersection with the northerly right of way
11 line of U.S. Route 50, continuing around the perimeter of the affected
12 property to the point of beginning, being all that real property identified as
13 Map 39, Parcel 264, Block A, Lots 1 & 2, and a portion of the public road
14 right-of-way known as “Walston Switch Road”, containing 3.08 acres
more or less.

15 **WHEREAS**, pursuant to that certain Petition for Annexation, dated May 6, 2021, attached
16 hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, the City of Salisbury proposes
17 the annexation of that certain lot and parcel of land contiguous to and binding upon the Corporate Limits
18 of the City of Salisbury, beginning at a point contiguous to and binding upon the existing Corporate Limits
19 Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its
20 intersection with the northerly right of way line of U.S. Route 50, continuing around the perimeter of the
21 affected property to the point of beginning, being all that real property identified as Map 39, Parcel 264,
22 Block A, Lots 1 & 2 and all that certain portion of the public road right-of-way known as “Walston Switch
23 Road” and further being the same real property more particularly described in the property description
24 attached hereto as **Exhibit 2** and incorporated as if fully set forth herein and being that same public right-
25 of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” attached
26 hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter
27 referred to as the “**Annexed Property**”); and

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

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

34
35

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

38 **Section 1.** The “Annexation Plan for the “Beaver Run – PennTex Annexation to the City of
39 Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the “**Annexation**
40 **Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Annexed Property as
41 contemplated by this Resolution.

42 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
43 shall hold a public hearing on this Resolution on _____ at 6:00p.m. in the Council
44 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
45 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
46 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
47 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
48 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
49 publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF**
50 **THE CITY OF SALISBURY AS FOLLOWS:**

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

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

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

60 **Section 6.** This Resolution and the annexation of the Annexed Property as contemplated herein,
61 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to
62 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-
63 401, et seq.

64 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the
65 Council of the City of Salisbury held on _____, having been duly published as required by law in the meantime
66 a public hearing was held on _____, 2021, at 6:00 p.m., and was finally passed by the Council
67 of the City of Salisbury at its regular meeting held on the _____ 2021.

68
69

70 _____
71 Kimberly R. Nichols,
72 City Clerk

John R. Heath,
Council President

73
74
75

76 APPROVED BY ME this _____ day of _____, 2021.

77
78
79
80

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) # Parcel 264, Block A - Lots 1 & 2

Map # Map 39

SIGNATURE (S)

Signature



5/6/2021

Date

Printed

William R. Owen, Assit. Vice President
PTV 1167, LLC (Equitable Owner/Applicant)

Signature

Date

Printed

Signature

Date

Printed

Signature

Date

Printed

BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

said Walston Switch Road at a corner of the Corporate Limits of Salisbury, MD, also being the northeasterly corner of the lands of Tri-County Council for the Lower Eastern Shore of Maryland. X 1,228,737.99 Y 201,482.97 (7) Thence by and with the westerly line of the said Walston Switch Road South five degrees fifty-nine minutes nineteen seconds East (S 5° 59' 19" E) two hundred fifteen decimal three, six (215.36) feet to a point. X 1,228,760.46 Y 201,268.78 (8) Thence continuing with the said line of Walston Switch Road South six degrees zero minutes twenty-eight seconds East (S 6° 00' 28" E) seventy-eight decimal five, five (78.55) feet to the point of beginning.

Annexation containing 3.08 acres, more or less.

**ANNEXATION PLAN
FOR THE
BEAVER RUN ANNEXATION
TO THE CITY OF SALISBURY**

October 20, 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**”), held on June 7, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV 1167, LLC (“**PTV 1167**”), dated May 6, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
 - Map 0039, Grid 0006, Parcel 0264, Lot 1, consisting of 1.61 acres more or less, and having a premises address of 31997 Beaver Run Drive, Salisbury, Maryland 21801, and further having a Tax Identification Number of 05-106370; and Map 0039, Grid 0006, Parcel 0264, Lot 2, consisting of 1.07 acres more or less, and having a Tax Identification Number of 05-106389 (collectively, the “**Beaver Run Property**”); and;
 - All that certain portion of the public road right-of-way known as “Walston Switch Road”, consisting of 0.40 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated May 11, 2021 and prepared by Becker Morgan Group, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). (The aforesaid public road right-of-way is hereinafter referred to as the “**Walston Switch ROW**”; the Beaver Run Property and the Walston Switch ROW are hereinafter referred to collectively as the “**Annexed Property**”).)
- At the June 17, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On _____, 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 Annexed 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 Annexed Property, as requested by the Annexation Petition submitted by PTV 1167. Furthermore, at the _____ 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, at least thirty (30) days before 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 Annexed Property. PTV 1167 is the Petitioner for annexation of the Annexed Property. All that certain real property defined herein as the Beaver Run Property is the subject of an executed Agreement of Sale between PTV 1167 and Ocean Petroleum Co., Inc., the current owner of the Beaver Run Property. Ocean Petroleum Co., Inc. has provided express written consent for PTV 1167 to petition the City of Salisbury for the annexation of the Beaver Run Property and has authorized PTV 1167 to perform

all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Annexed Property is located as follows: **(a)** The Beaver Run Property is located on the northerly side of U.S. Route 50, the easterly side of Walston Switch Road, and the southerly side of Beaver Run Drive; the Beaver Run Property is located at the eastern limits of Salisbury; and **(b)** The Walston Switch ROW is located as on the northerly side of U.S. Route 50, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

1.3. Property Description; Reason for the Annexation Petition.

- (a)** The Beaver Run Property consists of 2.68 +/- acres of land as more particularly depicted and described by the Annexation Plat. 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 “**Beaver Run Property Description**”).
- (b)** Lot 1 of the Beaver Run Property is improved with a convenience store and fuel islands, while Lot 2 is unimproved. (See *Exhibit A*.) The convenience store on the Beaver Run Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by PTV 1167 arises exclusively from the proposed plan for development of the Beaver Run Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C* (the “**Concept Development Plan**”).
- (c)** The Walston Switch ROW consists of 0.40 +/- acres of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Walston Switch ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), street lights, on-street parking and the provision of a bike lane thereon. All upgrades made to the Walston Switch ROW, as aforesaid, shall be performed by the City at the sole cost and expense of PTV 1167 as provided in the Annexation Agreement by and between the City and PTV 1167 of even date herewith.

1.4. Existing Zoning. All of the Beaver Run Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0005, Parcel 0266 and Map 0039, Grid 0005, Parcel 0740 (the “Tri-County Council Property”). The Tri-County Council Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City 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 polices 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 Annexed 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 Annexed Property. Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

2.3. Proposed Land Use for Annexed Property. The Beaver Run Property is, and will be, redeveloped with a retail use. As set forth in Section 1.3(b) of this Annexation Plan, the Beaver Run Property is improved by a convenience store and fuel islands. Upon its annexation, the proposed Beaver Run Property redevelopment will consist of a new 7-Eleven franchised convenience store, equipped with an expanded fueling area that will utilize both of the Beaver Run Property lots (i.e., the use of the Beaver Run Property will be unchanged from its current use).

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 Beaver Run Property can be accessed by Walston Switch Road, a County Road and Beaver Run Drive, a County Road. As provided in Section 1.3(c), all that certain area shown as the Walston Switch ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, PTV 1167’s redevelopment of the Annexed Property will create a demand of about 810.9 gallons per day. PTV 1167, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property.

3.3. Schools. The Annexed Property is and will be subject to retail use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City’s annexation of the Annexed 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 Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

3.6. Police. The City of Salisbury Police Department will provide police services to the Annexed Property.

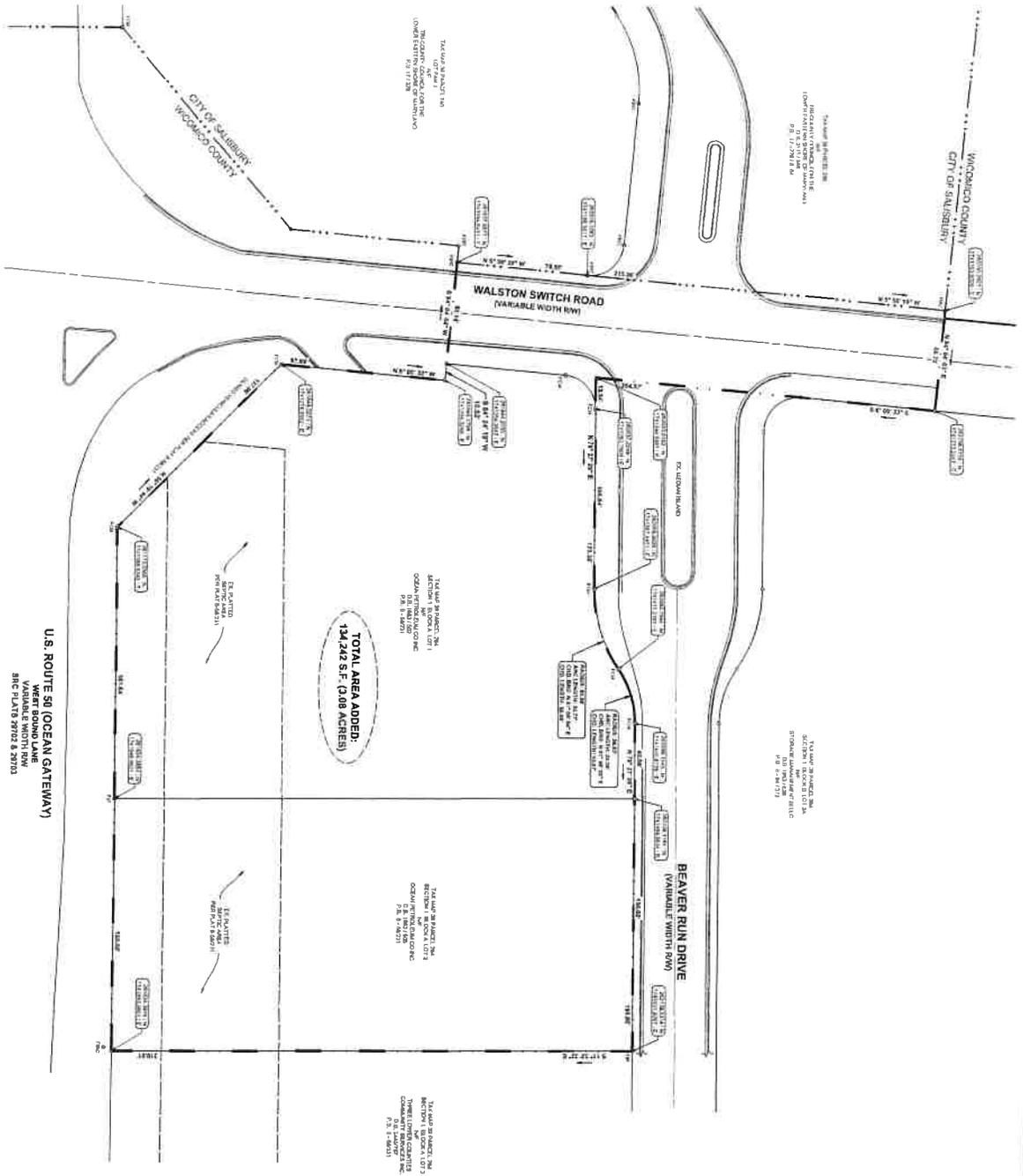
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

3.8. Waste Collection. Commercial development in the City of Salisbury is served by 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 Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is immediately adjacent to U.S. Route 50 on the eastern side of the City

of Salisbury. PTV 1167's proposed commercial use (convenience store and service station) at the Beaver Run Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by PTV 1167, requesting the City annex the Annexed Property, arises exclusively from the need to serve the Beaver Run Property with public water and sewer utilities for and in connection with PTV 1167's proposed development of the Beaver Run Property, as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit C*.



THE LAND PROJECT, INC.
SECTION 1, BLOCK 10, LOT 2A
ORDINANCE NUMBER 07-01-0001
P.B. 11-28-01

THE LAND PROJECT, INC.
SECTION 1, BLOCK 10, LOT 2A
ORDINANCE NUMBER 07-01-0001
P.B. 11-28-01

**TOTAL AREA ADDED:
134,242 S.F. (3.08 ACRES)**

THE LAND PROJECT, INC.
SECTION 1, BLOCK 10, LOT 2A
ORDINANCE NUMBER 07-01-0001
P.B. 11-28-01

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THE LAND PROJECT, INC.
SECTION 1, BLOCK 10, LOT 2A
ORDINANCE NUMBER 07-01-0001
P.B. 11-28-01

U.S. ROUTE 50 (OCEAN GATEWAY)
WEST BOUND LANE
VARIABLE WIDTH RW
SRIC PLATS 5702 & 5703

LEGEND

- OPEN SPACE
- ROAD
- FENCE
- DRAINAGE
- EASEMENT
- CONDUIT
- UTILITY
- FLOOD ZONE
- PROPERTY LINE
- CITY OF SALISBURY PROPERTY LINE



SITE DATA

1. OWNER OF RECORD: [Name]
2. CURRENT OWNER: [Name]
3. ADDRESS: [Address]
4. LOT AREA: [Area]
5. ZONING: [Zoning]
6. ADJACENT PROPERTIES: [List]
7. COMMENTS: [Text]

PROPOSED ANNEXATION NOTE:
ALL OF LOT 1, 1 PARCELS OF LAND ARE BEING ANNEXED TO THE CITY OF SALISBURY. THE TOTAL AREA OF THE ANNEXATION IS 134,242 S.F. (3.08 ACRES).

BECKER MORGAN ARCHITECTURE ENGINEERING

309 S. Washington Ave.
Salisbury, MD 21801
Tel: 410-721-1500
Fax: 410-721-1505
www.beckermorgan.com

LANDS OF OCEAN PETROLEUM CO INC

3187 BEAVER RUN DRIVE
CITY OF SALISBURY
WICOMICO CO., MARYLAND

ANNEXATION BOUNDARY EXHIBIT

SCALE: 1" = 30'

PROJECT NO. 202011720

DATE: 06/11/2021

SCALE: 1" = 30'

DRAWN BY: [Name]

DATE: [Date]

V-401

BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) Thence with the said line of U. S. Route 50 crossing the said Walston Switch Road North eighty-four degrees four minutes four seconds East (N 84° 04' 04" E) sixty decimal one, four (60.14) feet to a point at the point of intersection of the easterly right of way line of the said Walston Switch Road with the said line of U. S. Route 50. X 1,228,828.50 Y 201,196.88 (2) Thence by and with the northerly line of the said U. S. Route 50 the following four courses: (a) North eighty-four degrees twenty- four minutes nineteen seconds East (N 84° 24' 19" E) ten decimal zero, two (10.02) feet to a point X 1,228,838.47 Y 201,197.85; (b) South six degrees zero minutes thirty-two seconds East (S 6° 00' 32" E) ninety-seven decimal six, nine (97.69) feet to a point X 1,228,848.69 Y 201,100.70; (c) South fifty-six degrees nineteen minutes forty-four seconds East (S 56° 19' 44" E) one hundred thirty-seven decimal zero, six (137.06) feet to a point X 1,228,962.76 Y 201,024.71; (d) North seventy-eight degrees twenty-seven minutes twenty-eight seconds East (N 78° 27' 28" E) three hundred eleven decimal six, four (311.64) feet to a point on the said U. S Route 50 at the southwesterly corner of Lot 3, Block A, of "Beaver Run Business Center", Section One. X 1,229,268.10 Y 201,087.07 (3) Thence by and with the westerly line of the said Lot 3 North eleven degrees thirty-two minutes thirty-two seconds West (N 11° 32' 32" W) three hundred ten decimal zero, one (310.01) feet to the southerly right of way line of Beaver Run Drive at the northwesterly corner of the said Lot 3. X 1,229,206.07 Y 201,390.81 (4) Thence by and with the said line of Beaver Run Drive the following four courses: (a) South seventy-eight degrees twenty-seven minutes twenty-eight seconds West (S 78° 27' 28" W) one hundred ninety-five decimal zero, zero (195.00) feet to a point at the beginning of a curve X 1,229,015.01 Y 201,351.79; (b) with a curve to the left having a radius of fifty-six decimal eight, two (56.82) feet and a length of thirty-four decimal three, nine (34.39) feet to a point of reverse curve X 1,228,985.36 Y 201,335.43; (c) with said curve to the right having a radius of eighty-three decimal eight, eight (83.88) feet and a length of fifty decimal seven, seven (50.77) feet to a point X 1,228,941.58 Y 201,311.28; (d) South seventy-eight degrees twenty-seven minutes twenty-nine seconds West (S 78° 27' 29" W) one hundred twenty-five decimal three, eight (125.38) feet to the point of intersection of the projected southerly right of way line of the said Beaver Run Drive with the projected easterly right of way line of the aforesaid Walston Switch Road. X 1,228,818.74 Y 201,286.19 (5) Thence crossing the said Beaver Run Drive and with the said line of Walston Switch Road, in part, North six degrees zero minutes thirty-three seconds West (N 6° 00' 33" W) two hundred four decimal zero, seven (204.07) feet to a point. X 1,228,797.37 Y 201,489.14 (6) Thence crossing the said Walston Switch Road South eighty-four degrees four minutes three seconds West (S 84° 04' 03" W) fifty-nine decimal seven, zero (59.70) feet to a point on the westerly right of way line of the

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Annexation containing 3.08 acres, more or less.



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 8, 2021
Re: Resolution – Amended Annexation Agreement for Summersgate

AP

At the August 2, 2021 work session, the request from Vantage Point Retirement Living Inc. to modify the terms of their annexation agreement was discussed and viewed favorably. The Department of Infrastructure and Development has worked with the City Attorney and Vantage Point to develop the attached amended agreement.

The amended annexation agreement removed the requirement that “A 750’ portion of Johnson Road will be required to be relocated so that it intersects Snow Hill Road opposite Robins Avenue.” Instead, the agreement states the terms of the City’s typical annexation agreements which includes a Development Assessment for Re-Investment in Existing Neighborhoods.

If the amended annexation agreement is approved, then the next step will be to abandon the right of way that was dedicated for the future relocation of Johnson Road, since that right of way will no longer be needed. The paper street abandonment will be presented at a future work session.

Unless you or the Mayor has further questions, please forward a copy of this memo, the resolution and the amended agreement to the City Council.

47 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
48 of this Resolution shall be deemed independent of all other provisions herein.

49 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
50 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,
51 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
52 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
53 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

54 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Resolution as
55 if such recitals were specifically set forth at length in this Section 4.

56 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
57 Council of the City of Salisbury held on this ____ day of November 2021 and is to become effective
58 immediately upon adoption.

59 **ATTEST:**

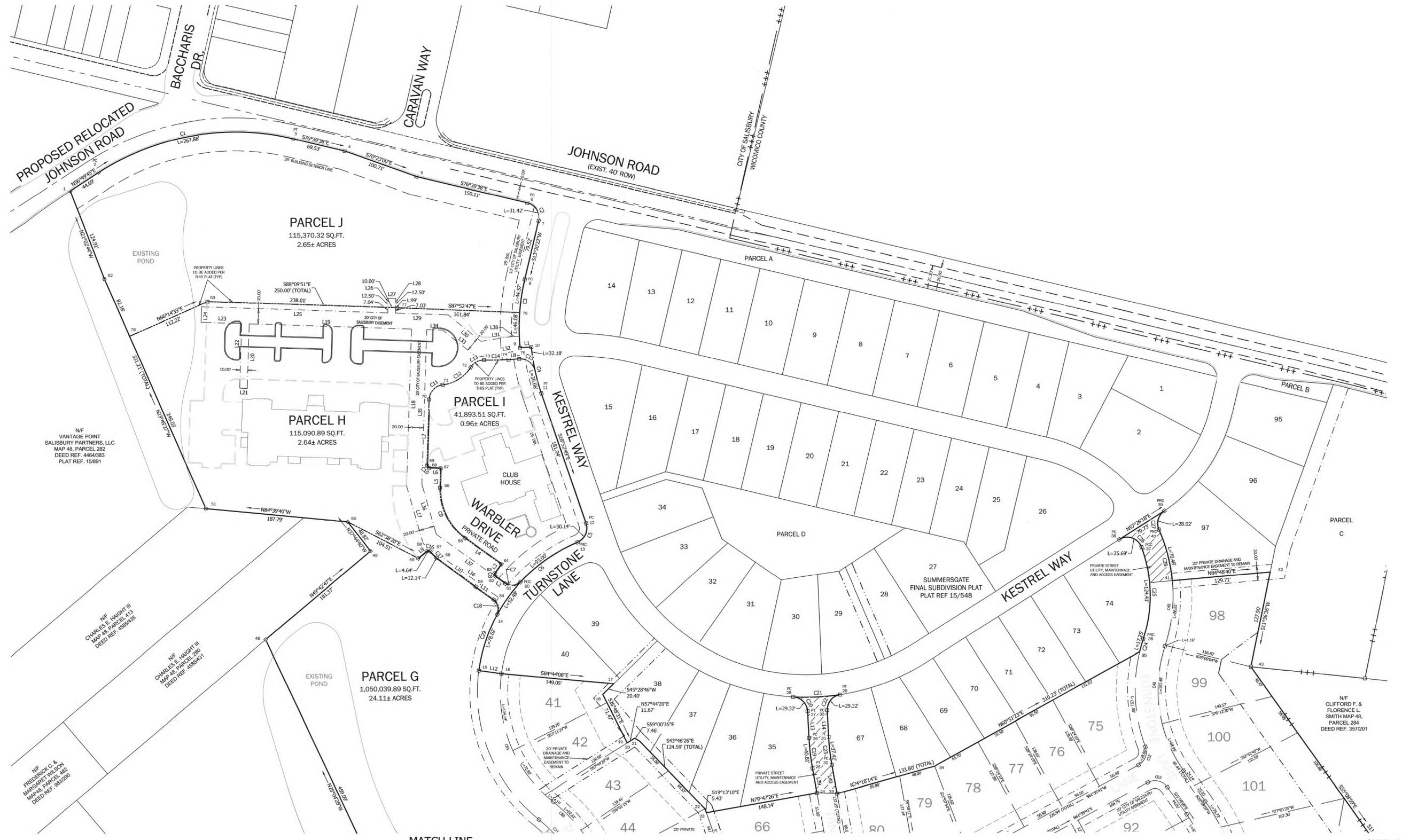
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Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

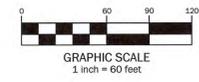
Jacob R. Day, Mayor



MATCH LINE

SHEET 2

SHEET 3



SHEET 2 OF 3

REVISIONS	
DATE	REF.

RESUBDIVISION
 OF LOTS 41-66, 75-92 AND 98-116, PARCEL E AND PARCEL F,
 "SUMMERSGATE FINAL SUBDIVISION PLAT"
 FOR VANTAGE POINT AT SUMMERSGATE, LLC

CITY OF SALISBURY
 NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE: 1" = 60' DATE: 11/25/2020 TAX MAP: 48
 JOB NO.: S1750 DRAWN BY: EDR PARCEL: 753,279

SURVEYING FORESTRY

PARKER

ESTABLISHED 1937

CIVIL ENGINEERING & ASSOCIATES, INC.

SITE PLANNING



Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N86°16'18"E	15.01	L21	S88°09'51"E	10.00
L2	N54°18'59"W	16.52	L22	N1°48'23"E	85.36
L3	S35°41'01"W	15.00	L23	S88°11'37"E	53.44
L4	N54°18'59"W	58.79	L24	S1°48'23"W	20.00
L5	N1°50'09"E	25.83	L25	S88°11'37"E	245.52
L6	N88°09'51"W	15.00	L26	S1°48'23"W	19.53
L7	N1°50'09"E	87.21	L27	S88°11'37"E	10.00
L8	N86°16'18"E	14.12	L28	S1°48'23"W	19.53
L9	S49°54'10"W	15.00	L29	S88°11'37"E	69.83
L10	N53°27'23"W	64.59	L30	N51°19'10"W	55.21
L11	N54°18'59"W	29.14	L31	N81°02'50"E	40.97
L12	S82°15'34"E	29.83	L32	N81°02'50"E	48.10
L13	S2°44'23"E	34.91	L33	N51°19'10"W	57.37
L14	N2°44'23"W	34.91	L34	S88°11'37"E	21.20
L15	N37°08'59"W	85.33	L35	N1°50'09"E	204.81
L16	S54°18'59"E	122.43	L36	S15°56'24"E	68.58
L17	S15°56'24"E	78.67	L37	S54°18'59"E	115.73
L18	N1°50'09"E	207.92	L38	N87°53'01"E	10.00
L19	S88°11'37"E	214.05			
L20	N1°48'23"E	85.37			

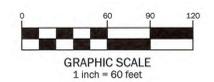
Point Table		
Point #	Northing	Easting
1	189496.0839	1207569.2812
2	189520.5345	1207606.6869
3	189565.4074	1207863.3800
4	189549.4026	1207930.9298
5	189515.5907	1208025.7973
6	189480.9575	1208171.8571
7	189456.8827	1208186.7031
8	189379.5116	1208168.3571
9	189289.4830	1208161.9598
10	189290.4587	1208176.9334
11	189229.1585	1208190.0607
12	189057.0052	1208248.9358
13	189032.0612	1208237.6784
14	188936.7034	1208131.4915
15	188862.4425	1208107.0530
16	188858.4093	1208136.7806
17	188844.7493	1208285.0291
18	188830.4473	1208270.4857
19	188766.6563	1208302.7208
20	188772.8832	1208312.5856
21	188769.0438	1208318.9780
22	188679.0789	1208405.1728
23	188673.9562	1208406.9586
24	188701.1212	1208552.7556
25	188732.4684	1208546.9466
26	188774.8838	1208527.2498
27	188807.8579	1208540.5792
28	188826.8693	1208521.8449
29	188829.8236	1208583.5838
30	188809.1006	1208566.6502
31	188774.2285	1208568.3189
32	188737.0768	1208572.5350
33	188699.3278	1208579.3334
34	188735.5245	1208708.1400
35	188886.6069	1208979.0965
36	188903.1841	1208963.8359
37	189025.2475	1208981.6782
38	189035.1789	1208952.1644

Point Table		
Point #	Northing	Easting
39	189073.2478	1209011.7792
40	189048.4819	1209004.5996
41	188980.5741	1209022.2637
42	188992.3053	1209151.4427
43	188867.0234	1209125.7033
44	188448.7191	1209420.0005
45	187701.2775	1208438.9945
46	188161.1910	1208194.1200
47	188487.3861	1208020.4699
48	188903.2133	1207825.9085
49	189020.2885	1207964.4274
50	189058.8921	1207934.5433
51	189076.3651	1207747.5703
52	189379.5035	1207614.1383
53	189349.5054	1207749.9648
54	188956.0885	1208127.0828
55	188973.0883	1208103.4108
56	189011.5446	1208051.5226
57	189020.2345	1208043.0453
58	189020.5430	1208038.8648
59	189010.8587	1208027.3632
60	188979.2229	1208162.0265
61	188977.2070	1208142.2489
62	188986.8447	1208128.8284
63	188991.0314	1208128.1416
64	189003.2152	1208136.8913
65	189037.5072	1208089.1400
66	189104.2058	1208056.2620
67	189130.0203	1208057.0894
68	189130.5008	1208042.0971
69	189133.5954	1208039.1948
70	189220.7648	1208041.9888
71	189240.0085	1208059.8318
72	189263.3541	1208096.9486
73	189272.8021	1208114.4212
74	189273.4699	1208146.9003
75	189274.3882	1208160.9935
77	189341.4963	1207999.8365

Curve Table					Curve Table					Curve Table							
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA
C1	267.88	330.00	260.59	141.81	46°30'40"	C25	124.41	185.00	122.08	64.66	38°31'50"	C49	87.97	215.00	87.35	44.61	23°26'30"
C2	31.42	20.00	28.28	20.00	90°00'00"	C26	35.69	20.00	31.14	24.81	102°14'50"	C50	39.11	35.00	37.10	21.88	64°01'10"
C3	90.65	280.00	90.26	45.73	18°33'00"	C27	28.02	20.00	25.79	16.86	80°16'40"	C51	127.55	215.00	125.68	65.71	33°59'20"
C4	62.84	265.00	62.69	31.57	13°35'10"	C28	70.48	215.00	70.17	35.56	18°47'00"	C52	28.60	20.00	26.22	17.36	81°55'40"
C5	30.14	20.00	27.37	18.76	86°20'30"	C29	78.62	215.00	78.18	39.75	20°57'00"	C53	91.14	287.00	90.76	45.96	18°11'50"
C6	145.48	215.00	142.72	75.65	38°46'10"	C30	75.54	185.00	75.02	38.30	23°23'40"	C54	31.42	20.00	28.28	20.00	90°00'00"
C7	21.73	15.00	19.88	13.27	83°00'30"	C31	101.90	185.00	100.62	52.28	31°33'40"	C55	198.45	213.00	191.35	107.09	53°23'00"
C8	4.71	3.00	4.24	3.00	90°00'00"	C32	368.69	280.00	342.63	216.59	75°26'50"	C56	86.30	187.00	85.54	43.93	26°26'30"
C9	77.42	79.00	74.36	42.14	56°09'10"	C33	29.08	20.00	26.58	17.79	83°18'00"	C57	31.42	20.00	28.28	20.00	90°00'00"
C10	4.71	3.00	4.24	3.00	90°00'00"	C34	182.14	215.00	176.74	96.94	48°32'20"	C58	570.21	250.00	454.41	544.58	130°41'00"
C11	28.62	20.00	26.24	17.39	82°00'10"	C35	176.62	40.00	64.31	54.07	25°59'10"	C59	118.43	215.00	116.94	60.76	31°33'40"
C12	45.39	50.00	43.85	24.39	52°00'50"	C36	28.72	185.00	28.69	14.39	8°53'40"	C60	87.79	215.00	87.18	44.52	23°23'40"
C13	20.79	20.00	19.86	11.44	59°33'00"	C37	128.00	185.00	125.46	66.68	39°38'40"	C61	191.04	185.00	182.66	105.02	59°10'00"
C14	32.50	365.00	32.49	16.26	5°06'00"	C38	29.08	20.00	26.58	17.79	83°18'00"	C62	99.40	313.00	98.98	50.12	18°11'50"
C15	28.44	20.00	26.10	17.23	81°28'40"	C39	204.46	280.00	199.95	107.03	41°50'20"	C63	29.06	20.00	26.57	17.77	83°15'20"
C16	4.64	3.00	4.19	2.93	88°38'10"	C40	171.02	265.00	168.06	88.60	36°58'30"	C64	360.93	235.00	326.49	226.94	88°00'00"
C17	12.14	123.00	12.14	6.08	5°39'30"	C41	29.09	20.00	26.60	17.80	83°21'00"	C65	31.42	20.00	28.28	20.00	90°00'00"
C18	21.73	15.00	19.88	13.27	83°00'30"	C42	30.67	35.00	29.70	16.40	50°12'30"	C66	98.30	213.00	97.43	50.04	26°26'30"
C19	40.81	313.00	40.78	20.43	7°28'10"	C43	195.77	40.00	51.20	33.32	280°25'00"	C67	138.07	187.00	134.95	72.35	42°18'10"
C20	29.32	20.00	26.76	18.00	83°59'10"	C44	61.92	295.00	61.81	31.08	12°01'40"	C68	35.28	20.00	30.88	24.30	101°04'50"
C21	61.92	295.00	61.81	31.08	12°01'40"	C45	29.32	20.00	26.76	18.00	83°59'10"						
C22	29.32	20.00	26.76	18.00	83°59'10"	C46	37.42	287.00	37.39	18.73	7°28'10"						
C23	37.42	287.00	37.39	18.73	7°28'10"	C47											

SHEET 3 OF 3

REVISIONS DATE: _____ BY: _____ _____ _____ _____ _____		RESUBDIVISION OF LOTS 41-66, 75-92 AND 98-116, PARCEL E AND PARCEL F, "SUMMERSGATE FINAL SUBDIVISION PLAT" FOR VANTAGE POINT AT SUMMERSGATE, LLC		 PARKER & ASSOCIATES CIVIL ENGINEERING INC. SITE PLANNING
LOCATION: CITY OF SALISBURY, NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND		SCALE: 1" = 60' DATE: 11/25/2020 TAX MAP: 48	PARCEL: 753,279	
DWG: S1750/RESUBDIVISION	JOB NO. S1750	DRAWN BY: EDR	PARCEL: 753,279	



SNOW HILL ROAD – CAUSEY AND CAREY ANNEXATION

AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT (“Agreement”) is made this ___ day of _____, 2021, by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”) and *Vantage Point Salisbury Partners I, LLC*, a Maryland limited liability company (“**Petitioner**”), with a principal office address of 209 E. Main Street, Salisbury, Maryland 21801 (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “**Owner**” shall be deemed to include (i) Petitioner, (ii) each and every subsidiary, successor-in-interest and/or assign of Petitioner and (iii) each of and every successor-in-interest, transferee, assignee and/or grantee of any right, title and/or interest of Petitioner and/or each and every of their successors and/or assigns in and to the Annexed Property (as defined hereinbelow) or any portion(s) thereof, 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(s)-in-interest and/or assign(s) of Petitioner, as the case may be;

WHEREAS, Owner owns all that certain real property consisting of approximately 24.11 acres of land, more or less, identified as “**Parcel G**” on that certain plat entitled “Resubdivision of Lots 41-66, 75-92 and 98-116, Parcel E and Parcel F, ‘Summersgate Final Subdivision Plat’ for Vantage Point at Summersgate, LLC”, dated October 5, 2020, prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland following the Parties’ execution of this Agreement (the “**Resubdivision Plat**”) (a copy of the Resubdivision Plat is attached hereto and incorporated herein as **Exhibit 1**) (the said Parcel G is hereinafter referred to as the “**Development Property**”);

WHEREAS, Owner owns all that certain real property consisting of approximately 2.65 acres of land, more or less, identified as “**Parcel J**” on the Resubdivision Plat (Parcel J and the Development Property (i.e. Parcel G) are hereinafter referred to collectively as the “**Vantage-Point Parcels**”);

WHEREAS, pursuant to Resolution No. 1190 (the “**Annexation Resolution**”), passed by the Council of the City of Salisbury (the “**City Council**”) on March 14, 2005, the City approved the annexation of all that certain real property described in “Exhibit A” of the Annexation Resolution (the “**Annexed Property**”), which said Annexed Property includes the Vantage-Point Parcels (as defined hereinabove), subject to those certain terms and conditions set forth in Exhibits B-C of the Annexation Resolution governing the City’s annexation of the Annexed Property, inclusive of the Vantage-Point Parcels (Exhibits B-C of the Annexation Resolution are hereinafter referred to collectively as the “**Original Agreement**”);

WHEREAS, Petitioner desires to develop the Vantage-Point Parcels, but, due to market changes from the date of the Original Agreement to the date hereof, the Parties have determined the terms and conditions set forth in the Original Agreement make the sale and development of the Vantage-Point Parcels infeasible;

WHEREAS, in accordance with the foregoing, the Parties have agreed to amend the terms and conditions contained in the Original Agreement as set forth herein;

WHEREAS, pursuant to the authority contained in the Annotated Code of Maryland, Local Government Article, Section 4-101, *et seq.* Petitioner and the City have each agreed to execute this Agreement, and the terms and conditions of this Agreement shall apply to the Vantage-Point Parcels, and, by their execution of this Agreement, the Parties expressly acknowledge that, with respect to the Vantage-Point Parcels, this Agreement, and all of the terms set forth herein, shall be deemed and otherwise construed, in all respects, to supersede and replace the Original Agreement effective the date hereof;

WHEREAS, by their execution of this Agreement, the Parties expressly acknowledge and agree that all terms and conditions set forth in this Agreement shall apply to and otherwise govern any purchaser of the Vantage-Point Parcels and any portion(s) thereof, including, expressly, the Development Property and any portion(s) thereof, as if such purchaser was named herein as “**Owner**”.

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 this Agreement is approved by majority vote of the City Council of the City of Salisbury (the “**City Council**”).

2. Warranties & Representations of the City.

(a) When reviewing any development plan(s) submitted for or relating to the Vantage-Point Parcels or any portion(s) thereof, including, expressly, the Development Property and any portion(s) thereof, including, but not limited to, the Resubdivision Plat (as defined hereinabove) or any other plat subdividing or resubdividing the Vantage-Point Parcels or any portion(s) thereof, the City of Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”) and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by the provisions 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 Vantage-Point Parcels or any portion(s) thereof, including, expressly, the Development Property or any portion(s) thereof, granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Vantage-Point Parcels and/or any development of any portion thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City’s execution of this Agreement 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 any development or use of the Vantage-Point Parcels or any portion thereof, including, expressly, the Development Property and/or any portion(s) 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 Vantage-Point Parcels, including, expressly, the Development Property or any portion thereof, or interfere with Owner’s vested rights in and to the Vantage-Point Parcels, including, expressly, the Development Property or any portion thereof 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 Owner.

(a) The execution of this Agreement shall constitute Owner’s express written consent to the terms of this Agreement which shall be deemed to run with and otherwise govern the Vantage-Point Parcels and any portion(s) thereof as more particularly set forth herein, including any development and/or use of the Development Property or any portion(s) thereof, arising from the City’s annexation of the Vantage-Point Parcels pursuant to the Annexation Resolution (as defined hereinabove).

(b) Petitioner represents and warrants to the City as follows: **(i)** Petitioner has the full power and authority to execute this Agreement; **(ii)** Petitioner is the sole owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Vantage-Point Parcels, as of the date and year first above written; and, **(iii)** to the best of Petitioner’s knowledge and belief there is no action pending against or otherwise involving Petitioner and/or the Development Property which could affect, in any way whatsoever, Petitioner’s right and authority to execute this Agreement and the performance of the obligations of any Owner hereunder.

4. Application of City Code and Charter; City Taxes.

(a) The Parties expressly acknowledge and agree, as of the effective date of the Annexation Resolution, the Vantage-Point Parcels have been annexed by the City and, therefore, all provisions of the City of Salisbury Charter and the City Code have had (and shall continue to have) full force and effect as to all matters applicable or otherwise relating to the Vantage-Point Parcels, including the development and/or use of Development Property and any portion(s) thereof, except as otherwise expressly set forth herein. The Parties further expressly acknowledge and agree that, as of the date of final passage of the Annexation Resolution, the Vantage-Point Parcels, including, expressly, the Development Property and any portion(s) thereof, has been and shall remain 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. The Parties acknowledge and agree that the Vantage-Point Parcels, including, expressly, the Development Property, is zoned by the City as R-8A Residential (“**R-8A**”).

6. Municipal Services.

(a) Subject to the obligations of Owner under Sections 8(c)(i)-(iii), the City agrees to provide all necessary municipal services required for any Owner’s development and/or use of the Vantage-Point Parcels or portion thereof, 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 services for the Vantage-Point Parcels 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 services is submitted by the Owner of such portion(s) of the Vantage-Point Parcels for which such capacity and services is requested in accordance with the City’s applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Vantage-Point Parcels or any portion(s) thereof shall be allocated or otherwise reserved by the City unless and until payment has been made to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and services in accordance with the applicable policies of the City existing at the time of such request. The payment for any capacity fee(s) or for the connection of the Vantage-Point Parcels or any portion(s) thereof, including, expressly, the Development Property or any portion(s) thereof, to the City’s water and/or wastewater systems shall be due to the City upon the earlier occurrence of: (i) Owner’s election, at its discretion, to connect the Vantage-Point Parcels, or such portion(s) thereof, including, expressly the Development Property or any portion(s) 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 Vantage-Point Parcels 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, such newer stricter law, regulation, rule, standard and/or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. Development Considerations.

(a) **Fees & Costs.** Petitioner 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 and the preparation of any other document(s) pertaining to the annexation of the Vantage-Point Parcels, the publication of any public notice(s) for or in connection with the City’s execution of this Agreement and/or the City’s annexation of the Vantage-Point Parcels, and/or any other matter relating to or arising from the City’s preparation of this Agreement and/or the annexation of the Vantage-Point Parcels, as determined by the City in its sole discretion. The City shall invoice Petitioner for any costs to be paid by Petitioner under this Section 8(a), and Petitioner shall make payment of all amounts due and owing the City under this Section 8(a) within thirty (30) days from Petitioner’s receipt of such invoice from the City.

(b) **Development of the Vantage-Point Parcels.** The Vantage-Point Parcels, and all portion(s) thereof including, expressly, the Development Property, shall be developed 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 the Re-Investment in Existing Neighborhoods.**

- (i) Subject to the terms and conditions contained in this Section 8(c)(i), Owner of the Development Property shall, jointly and severally (if applicable), pay a non-refundable development assessment to the City in the total amount of Two Hundred Forty-One Thousand Sixty-Nine Dollars and 00/100 (\$241,069.00) (the "**Development Assessment**"). 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 within 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 any use or development of the Property or any portion thereof; (B) any impact fee(s) levied or imposed by Wicomico County or the City relating to any use or development of the Development Property or any portion thereof; and/or, (C) any other charge(s) or fee(s) the City may assess against Owner and/or the Development Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Development Property or any portion thereof.
- (ii) The Parties expressly acknowledge and agree Owner's payment of the Development Assessment as provided in this Section 8(c)(ii) represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement. The Development Assessment shall be paid by Owner to the City as follows:
- (A) Within twelve (12) months from the date of this Agreement, Owner of the Development Property shall make payment to the City in the amount of Sixty Thousand Two Hundred Sixty-Seven Dollars and 00/25 (\$60,267.25).
- (B) Within eighteen (18) months from the date of this Agreement, Owner of the Development shall submit a Comprehensive Development Plan to the City, which said comprehensive development plan shall depict the development plans for all buildable space on the Development Property.
- (C) Provided not less than one-third of all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work at any time prior to thirty-six (36) months from the date of this Agreement, the City shall waive payment of one-quarter of the Development Assessment (i.e. \$60,267.25). If this condition is not met, payment to the City in the amount of \$60,267.25 shall be due and owing from Owner of the Development Property thirty-six (36) months from the date of this Agreement (i.e. on the 3rd anniversary of the execution of this Agreement).
- (D) Provided not less than two-thirds of all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work at any time prior to forty-eight (48) months from the date of this Agreement, the City shall waive payment of an additional one-quarter of the Development Assessment (i.e. \$60,267.25). If this condition is not met, payment to the City in the amount of \$60,267.25 shall be due and owing from Owner of Development Property forty-eight (48) months from the date of this Agreement (i.e. on the 4th anniversary of the execution of this Agreement).

- (E) Provided all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work within seventy-two (72) months from the date of this Agreement, the City shall waive payment of the final one-quarter of the Development Assessment (i.e. \$60,267.25). If this condition is not met, payment to the City in the amount of \$60,267.25 shall be due and owing from Owner of the Development Property seventy-two (72) months from the date of this Agreement (i.e. on the 6th anniversary of the execution of this Agreement), and, thereafter, no building permit for development of any portion(s) of the Development Property may be issued until any and all amount(s) of the Development Assessment have been paid to the City.
- (iii) In the event Owner fails to pay any portion of the Development Assessment in accordance with the terms and conditions set forth in Section 8(c)(ii)(A)-(E), the unpaid Development Assessment, or such unpaid portion, 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 (or such portion(s) thereof due and owing the City in accordance with Section 8(c)(i)-(ii)), including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of a certificate of occupancy for any building or structure constructed at or developed on the Development Property.
- (d) **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 Vantage-Point Parcels. Accordingly, at its sole cost and expense, Owner of the Development Property 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), pump station(s) and any appurtenant facilities, necessary to serve the Vantage-Point Parcels in accordance with all applicable City standards and specifications and subject to the approval of the Director of the City of Salisbury Department of Infrastructure and Development (the City's "**I&D Department**"). Owner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed for the Vantage-Point Parcels, or such portion(s) thereof including, expressly, the Development Property, pursuant to this Section 8(d)(i) shall be sized in the manner and to the extent determined by the Director of the City's I&D Department.
- (ii) The design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Vantage-Point Parcels shall be governed by the terms and conditions of a Public Works Agreement by and between the City and Owner of the Development Agreement (the "**PWA**"). The PWA shall be executed by Owner of the Development Property and the City as soon as reasonably practicable following the Planning Commission's approval of a Comprehensive Development Plan for the Development Property (as such Development Property is depicted on the Resubdivision Plat attached hereto and incorporated herein as **Exhibit 1**.) and any such approval of a Comprehensive Development Plan for the Development Property by the Planning Commission shall be expressly conditioned upon Owner's execution of the PWA in accordance with the terms of this Section 8(d)(ii). Notwithstanding any term to the contrary set forth herein no permit may be issued to Owner of the Development Property, or any party acting for or on such Owner's behalf, for any work associated or in connection with the development of the Development Property, or any portion thereof, until the aforesaid PWA is executed by the Owner of the Development Property and the City.

(e) Conveyance of Deleted Roads from City to Petitioner.

- (i)** Upon the Parties' execution of this Agreement, the City shall execute a Deed conveying to Petitioner all those streets, parcels or lots of land described in "Item One" of a Deed by Vantage Point at Summersgate, LLC and Wilmington Trust F.S.B. to the City of Salisbury, dated February 8, 2008 and recorded among the Land Records of Wicomico County, Maryland at Liber 2895, Folio 563, which are removed and deleted from that certain plat entitled "Summersgate – Final Subdivision Plat" made by Parker & Associates, Inc., revised dated January 15, 2008, and recorded among the Plat Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folios 548-550, as shown on the Resubdivision Plat.
- (ii)** Any and all costs arising from the preparation of the Deed described in Section 8(e)(i), and the recording thereof among the Land Records of Wicomico County, shall be paid by Petitioner.

9. Notices. All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: **(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 Petitioner shall be addressed to, and delivered at, the following addresses:

Vantage Point Salisbury Partners I, LLC
c/o Greg Stevens
411 Eagleview Boulevard, Suite 114
Exton, Pennsylvania 19341

With a copy to:
Victor H. Laws, III, Esquire
Laws, Insley & Benson, P.A.
209 East Main Street
P.O. Box 75
Salisbury, Maryland 21803-0075

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:
Heather R. Konyar, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

10. Future Uses of the Vantage-Point Parcels. The Petitioner, on behalf of itself and all Owners hereafter of the Vantage-Point Parcels or any portion(s) thereof, expressly acknowledge and agree that, upon the effective date of this Agreement, any development or use of the Vantage-Point Parcels or any portion(s) thereof, including, expressly, the Development Property, 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 Vantage-Point Parcels, or any portion(s) thereof including, the Development Property or any portion(s) thereof, 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 this Agreement, subject to any amendments thereto as may be adopted or promulgated, from time to time. 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 the Vantage-Point Parcels, or any portion(s) thereof, including any subdivision or resubdivision of the Vantage-Point Parcels or any portion(s) thereof, including, expressly, the Development Property and any portion(s) thereof, 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 Vantage-Point Parcels, including, expressly, the Development Property or any portion(s) thereof; 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 any use of the Vantage-Point Parcels, including, expressly, the Development Property or any portion(s) thereof, and/or any subdivision or resubdivision of the Vantage-Point Parcels or any portion(s) thereof.

11. 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 Vantage-Point Parcels, including, expressly, the Development 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 the waiver is given.

(e) Development of the Vantage-Point Parcels as a Private Undertaking. The Parties expressly acknowledge and agree: **(i)** any development or use of the Vantage-Point Parcels, or any portion(s) thereof including, expressly, the Development Property and any portion(s) thereof, is a private undertaking by such Owner of the Vantage-Point Parcels or such portion(s) thereof; **(ii)** neither the City nor Petitioner 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 all successor Owner(s) of record of the Vantage-Point Parcels 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 any Owner to any purchaser of the Vantage-Point Parcels or any portion(s) 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 Vantage-Point Parcels, or portion(s) thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 11(h), any Owner of the Vantage-Point Parcels or portion(s) thereof shall not transfer, or pledge as security for any debt or obligation, any of its right(s), title and/or interest(s) in or to the Vantage-Point Parcels or any portion(s) thereof 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, and each and every such Owner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by such Owner.

(i) **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.

(j) **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 Petitioner. This Agreement and all terms and conditions contained herein shall run with the Vantage-Point Parcels and all portions thereof including, expressly, the Development Property and any portion(s) thereof, and shall be binding upon and inure to the benefit of the Parties and each and every of their respective heirs, personal representatives, successors, transferees and/or assigns.

(k) **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.

(l) **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.

(m) **Severability.** In the event any term, provision, covenant, agreement or portion of this Agreement, or his 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.

(n) **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.**

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

(p) 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.

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

(r) 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 Amended and Restated Annexation Agreement as of the day and year first above written.

ATTEST/WITNESS:

“PETITIONER”:

Vantage Point Salisbury Partners I, LLC

By: _____ (Seal)
Greg Stevens, Authorized Representative

THE “CITY”:

City of Salisbury, Maryland

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

VANTAGE POINT

RETIREMENT LIVING, INC.

ph: 610 321-1977
fax: 610 321-1882
www.vpretirement.com

411 Eagleview Boulevard
Suite 114
Exton, PA 19341

July 22, 2021

City of Salisbury
Department of Infrastructure and Development
Attn: Amanda H. Pollack, Director
125 N. Division Street, Room 202
Salisbury, MD 21801

Dear Ms. Pollack:

At our meeting on July 16, 2021 we discussed the best path forward for freeing up development of the parcels that Vantage Point owns in the area of Snow Hill and Johnson Roads in Salisbury, including the Summersgate Retirement Community in that location. As you know we have been discussing this issue for over ten years. These parcels were included in a 2005 annexation agreement and the conditions included in that agreement have been an obstacle that we have not been able to get past over this time.

We discussed pursuing an Amended and Restated Annexation Agreement as the best option to address this situation. I would like to request that we start this process as soon as possible.

Vantage Point owns the parcels depicted on the attached site plan totaling approximately 40 acres to provide you with background for this request.

I appreciate your efforts on this.

Sincerely,



Greg Stevens

President, Vantage Point Retirement Living



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development 
Date: November 1, 2021
Re: Budget Amendment – Transportation Alternatives Program Grant Funds

The Department of Infrastructure & Development is requesting consideration for a budget amendment to accept funds received under a Transportation Alternatives Program Grant through the Maryland Department of Transportation and establish a project account for the execution of the project. The City recently received a grant from MDOT-SHA for design of 8.9 miles of on-street bikeways across the City – which will largely complete design of the Bike Network as proposed in 2017. Please see the attached letter from MDOT dated October 13, 2021.

As the Department of Infrastructure & Development wishes to begin the design project as soon as practical, it is requested that these funds be moved into the Citywide Bikeway Design Project Account. The amount of the grant is \$597,024 and will cover 80% of the cost of design, traffic studies and associated signal plans. The total project cost is \$746,280.00. The grant match is funded from the FY22 Bicycle Master Plan account in the amount of \$149,256.00.

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



Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Gregory Slater
Secretary

Office of the Secretary

October 13, 2021

Mr. William White
Transportation Projects Specialist
Department of Infrastructure & Development
City of Salisbury
125 North Division Street, Room 202
Salisbury MD 21801

Dear Mr. White:

Thank you for applying for Transportation Alternatives (TA) Program funding for the Citywide Bike Network Design project. The Maryland Department of Transportation (MDOT) appreciates the City of Salisbury's interest in the TA Program.

It is my pleasure to announce that the TA Selection Committee has awarded the City of Salisbury \$597,024 in TA Program funds for the Citywide Bike Network Design project. This funding will be used to design 8.9 miles of on-street bikeways on 15 streets in key areas, including pedestrian crossing improvements. In addition, all facilities will be designed to tie into existing routes or routes scheduled for implementation in the next two years.

The MDOT State Highway Administration (MDOT SHA) administers federal TA Program funding, and project sponsors must meet both federal and State requirements. I have asked Ms. Christy Bernal, MDOT SHA TA Program Manager, and the MDOT SHA TA team to follow up with you regarding the details to secure these funds. The TA team will contact you shortly to set up a project kickoff meeting.

Congratulations and thank you for the City of Salisbury's participation in the TA Program. If you have any questions, please contact Ms. Bernal at 410-545-5659 or via email at cbernal@mdot.maryland.gov. Ms. Bernal will be happy to assist you.

Sincerely,



Gregory Slater
Secretary

cc: Ms. Amanda Pollack, Director, Department of Infrastructure & Development, City of Salisbury
Ms. Christy Bernal, TA Program Manager, Regional and Intermodal Planning Division, MDOT
SHA
Tim Smith, P.E., Administrator, MDOT SHA

50 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if
51 such recitals were specifically set forth at length in this Section 5.

52 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
53

54 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
55 Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance of
56 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
57 of the City of Salisbury on the _____ day of _____, 2021.

58
59 **ATTEST:**

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63 _____
64 **Kimberly R. Nichols, City Clerk**

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68 **John R. Heath, City Council President**

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72 Approved by me, this _____ day of _____, 2021.

73 _____
74 **Jacob R. Day, Mayor**
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City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: October 27, 2021
Re: Delmarva Power License Agreement for Gateway Sign

AP

The City Administration desires to install a new welcome gateway sign on each major entry road into Salisbury (north, south, east and west). The signs will welcoming visitors and residents to the City. There is currently a Salisbury sign on the property owned by Delmarva Power & Light Company located at 2530 N. Salisbury Boulevard. Attached is a License Agreement which grants the City the right to install, repair and maintain a sign on the property of Delmarva Power and sets forth the rights and obligations of all parties. Once the license agreement is executed, the City will issue bids for the construction of the new gateway sign.

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

License Agreement

This License Agreement (the “**License Agreement**”), made this ____ day of _____, 2021, by and between DELMARVA POWER & LIGHT COMPANY (“**Delmarva**” or “**Licensor**”), a State of Delaware and Commonwealth of Virginia Corporation, whose address is Real Estate Department, Mailstop 29SC55, P.O. Box 1739, Salisbury MD 21802-1739 and the CITY OF SALISBURY, a Municipal Corporation of the State of Maryland, whose address is Government Office Building 125 N. Division St. Salisbury Md. 21801 (“**Licensee**”).

WHEREAS, Licensee desires to obtain a license agreement to license approximately thirty-five (35) feet by fifty-five (55) feet area of Delmarva’s property for the sole purpose of installing, owning, repairing and maintaining a new welcome gateway sign welcoming visitors and residents to the City of Salisbury, Maryland, with the said Delmarva property located at 2530 N. Salisbury Boulevard, Salisbury, Maryland, being identified as Tax Map No. 101, Parcel 5458 and more particularly described in the Deed dated July 8, 1955 and recorded July 22, 1955 in the Wicomico County Land Records at Liber 388, Folio 438, and further identified as ‘Parcel No. 1’ on a plat recorded in Book 378, Page 77 (the “**Delmarva Property**”);

WHEREAS, the area of the Delmarva Property that Licensee wishes to use is shown on the [plat][sketch] attached hereto as **Exhibit A** and made a part hereof, and is referred to herein as the (“**Licensed Area**”).

WHEREAS, Delmarva desires to license the Licensed Area to Licensee pursuant to the terms, conditions, and covenants of this License Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the conditions and covenants hereinafter set forth, Delmarva on behalf of and for itself, its successors and assigns, grants to Licensee a license to use the License Area solely for the Use (as defined herein), under and subject to the following terms, covenants, and conditions hereinafter recited, which are hereby accepted and agreed to, by Licensee:

1. Licensee’s use of the Delmarva Property is solely limited to installing, owning, repairing and maintaining a new welcome gateway sign welcoming visitors and residents to the City of Salisbury, Maryland (the “**Use**”) in the License Area as shown on Exhibit A. In addition, Delmarva grants to Licensee a license over and across the Delmarva Property, using existing driveways and roads as far as practicable and subject to Delmarva’s security and other requirements, processes and protocols, for access to and from the License Area when necessary to install, repair and/or maintain such welcome sign.
2. This License is effective for the term of ten (10) years, commencing on _____ and ending on _____. At the expiration of the initial license period, this agreement may be renewed as mutually agreeable between the Licensor and Licensee.

3. Licensee shall execute this License Agreement prior to Delmarva's execution and shall submit the executed License Agreement for Delmarva's execution.
4. Delmarva reserves the perpetual right to construct and maintain in, over, under, along, through and across the above-described License Area such overhead and/or underground electric transmission and/or distribution cables, fiber optic cables, pipes, conduits, and/or wires and appurtenant facilities (including ground, neutral or static wires and/or cables) and such electric equipment, telecommunication equipment or gas pipelines, oil pipelines and appurtenant facilities as it, or they, may, from time to time, deem necessary or advisable. Additionally, Delmarva reserves the right to enter for any and all environmental studies and testing, without limitations.
5. Licensee accepts the License Area in the condition as it exists on the date hereof. Delmarva makes no representation or warranty, express or implied, with respect to the suitability of the License Area for the Use or the quality and condition of its soils.
6. Licensee shall neither cut trees nor sell or remove sand, gravel, topsoil, sod, or minerals from the License Area or the Delmarva Property.
7. Licensee shall not break up or redirect any established watercourses or ditches.
8. Licensee shall not hunt, or allow hunting of any kind, on any portion of said property.
9. Licensee shall forward all correspondence and any required notices to:

Delmarva Power & Light Company
Real Estate Department
Mailstop 29SC55
P.O. Box 1739
Salisbury MD 21802-1739

Delmarva shall forward all correspondence and any required notices to Licensee at:

Amanda Pollack, Director of Infrastructure and Development
Government Office Building
125 N. Division St. Salisbury Md. 21801
10. Delmarva shall have continuous unobstructed access to the License Area.
11. No other uses of the License Area will be permitted unless prior written permission is obtained from Delmarva. Licensee also acknowledges that it has no right to assign, delegate or transfer the license granted herein to any person or entity without the prior written consent of Delmarva.

12. Extreme care must be used in the location and operation of all persons and equipment to ensure that such persons and equipment will at no time come within 20 feet of any electric circuits attached to steel structures or within 10 feet of any other electric circuits. Also, all activities must be performed in strict compliance with the National Electric Safety Code (NESC) and all other applicable codes, laws and regulations, including but not limited to the Maryland High Voltage Line Act, Md. Code Ann., Lab. & Empl. §§ 6-101 et Seq. (2007).
13. In connection with or as a result of the requested Use, Delmarva shall be put to no cost or expense.
14. Licensee shall be responsible for any damages to the Delmarva Property or facilities arising directly or indirectly from the Use of the License Area, and shall promptly reimburse Delmarva for the cost of repairing any such damages.
15. Licensee shall restore the surface of the License Area to its existing condition after initial construction of its Use and whenever repairs or maintenance of said Use require the surface to be altered, and if Licensee should fail to do so in a reasonably timely manner, then Delmarva may do so, and Licensee agrees to pay Delmarva on demand the costs and expense thereof. Any debris left on the Delmarva Property as a result of the Use must be removed by Licensee.
16. Delmarva shall not be responsible or liable for any damage or injury (including death resulting therefrom) to any persons and/or property including but not limited to any of Licensee's servants, employees, agents, visitors, or licensees, occurring on or about the License Area or the Delmarva Property, resulting or arising from any cause or occurrence relating to Licensee's Use or occupancy of the License Area.
17. Licensee shall indemnify and hold harmless Delmarva, its parents, and their subsidiaries (which shall be deemed to include their directors, officers, employees, agents and servants) against any and all losses, expenses, demands, claims and liability in connection with injuries and property damage to persons, firms or corporations (including the parties hereto and their respective employees, agents and servants, licensees and invites, trespassers and/or the general public's use of the subject License Area) caused by or growing out of Licensee's presence on, or Use of, the License Area. Licensee agrees to defend at his expense, including attorney's fees, any suit or action brought against Licensee and/or Delmarva, its parents, and their subsidiaries, based on any alleged injuries or damages, losses and expenses caused by or growing out of Licensee's presence on, or Use of, the License Area.
18. At no time shall Licensee store vehicles, fuel or explosives on the License area.

19. Licensee shall comply with all applicable federal, state and local laws, codes and regulations pertaining to the Use, and must obtain all necessary permits and/or approvals needed, including but not limited to any building permits, at the Licensee's expense.
20. Licensee shall conduct all activities on the License Area in compliance with all applicable laws, including environmental laws.
21. Licensee and its contractors, who conduct any operations or perform any work permitted by this agreement or any activity connected therewith, shall procure and maintain at its own expense the following minimum insurance in forms and with insurance companies rated at least A-VII by AM Best:
 - (a) Commercial General Liability and/or Umbrella/Excess Liability (including contractual liability coverage equivalent to what is insured by ISO CGL form 00 01): \$2,000,000 per occurrence and in the aggregate;
 - (b) Workers Compensation insurance for statutory obligations imposed by Workers Compensation, Occupational Disease, or other similar laws;
 - (c) Employer's Liability: \$1,000,000 per accident/ per disease, per employee/per disease, policy limits
 - (d) Business Automobile Liability (for all owned, non-owned, hired, and leased vehicles): \$2,000,000 per accident.
 - (e) Licensee shall provide certificates of insurance and applicable policy wording and/or endorsements to Delmarva Power & Light Company, Attention: Manager, Real Estate, 2530 N Salisbury Boulevard Salisbury, MD, 21801, Mail stop 29SC55.
 - (f) With respect to subsections (a) and (d) above, such insurance shall include Delmarva Power & Light Company, its officers, directors, employees and agents as additional insured. All insurance required hereunder shall provide a waiver of subrogation in favor of Delmarva Power & Light Company, state that required coverage is primary to any other valid insurance available to Delmarva Power & Light Company (to the extent permitted by applicable insurance law) and allow cross-liabilities and coverage regardless of fault. Licensee shall provide at least thirty (30) days prior written notice to Delmarva Power & Light Company of cancellation of any required coverage if not replaced.
 - (h) In the event any Subcontractor(s) provide any services hereunder, Licensee shall require such Subcontractor(s) to maintain insurance in accordance with this Section.

22. Failure by either party to this License Agreement to enforce its rights under this Agreement does not constitute a waiver of those rights.
23. All rights and duties under this License Agreement benefit and bind Delmarva and Licensee and their successors and assigns.
24. This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, these presents have been duly executed and delivered.

Witness:

Licensor:

DELMARVA POWER & LIGHT COMPANY

By: _____

Name: Steven A. Krup, Manager Real Estate

Witness:

Licensee :

CITY OF SALISBURY, a Municipal
Corporation of the State of Maryland

By: _____

Name: Jake Day

Title: Mayor, City of Salisbury

Witness:

By: _____

Name: Amanda Pollack

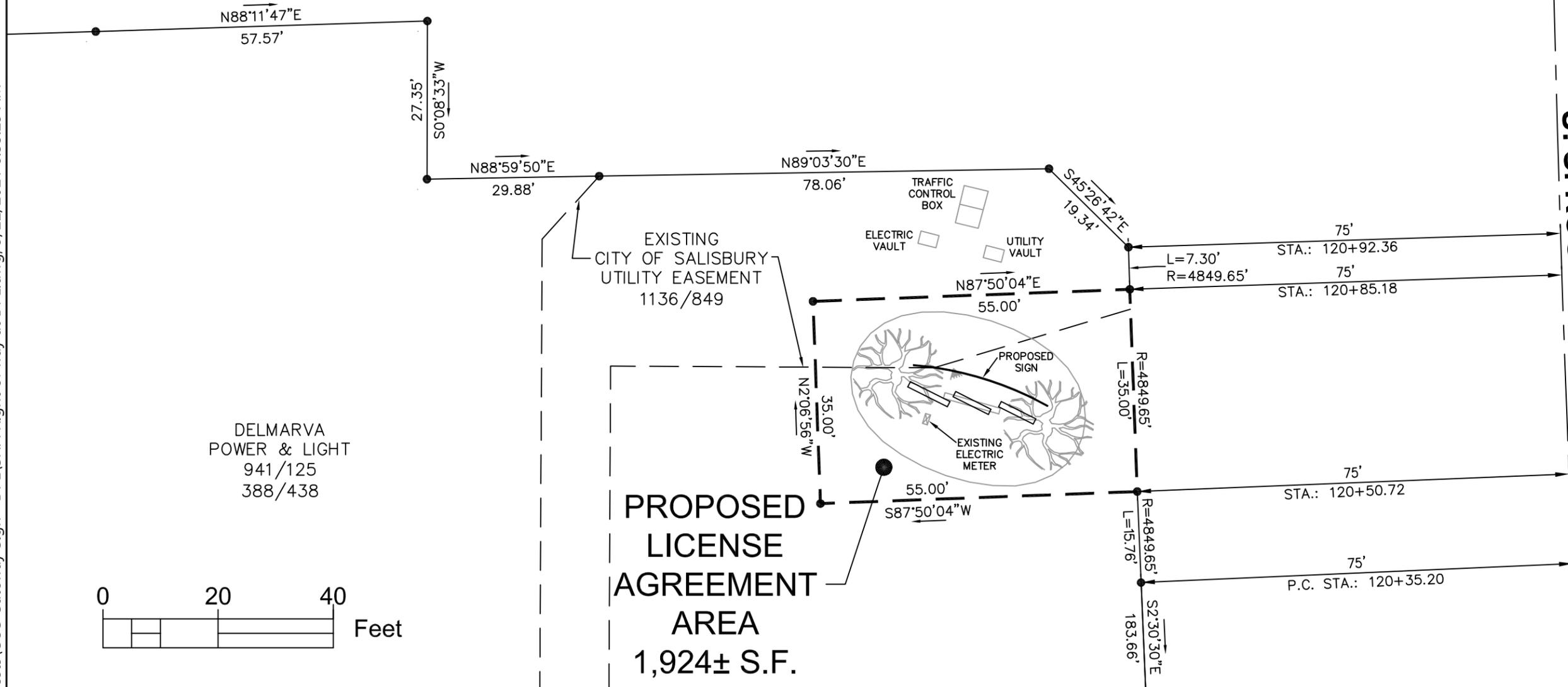
Title: Director of Infrastructure and
Development, City of Salisbury

EXHIBIT A

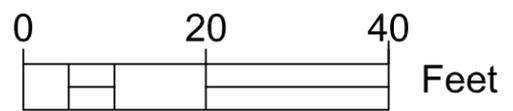
Sketch of License Area

NAYLOR MILL ROAD

U.S. ROUTE 13 NORTH



DELMARVA
POWER & LIGHT
941/125
388/438



CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

"SBY" SIGN LICENSE AGREEMENT
ROUTE 13 NORTH & NAYLOR MILL ROAD
LANDS OF DELMARVA POWER

DRAWING NO.	DCAXXXX
DATE:	09/14/2021
SCALE:	1" = 20'
SHEET	1 OF 1
REVISED:	△

APPROVED: City Project #
CITY OF SALISBURY
DEPT. OF INFRASTRUCTURE
AND DEVELOPMENT
Amanda Pollack, P.E., Director Date



City of
Salisbury
Jacob R. Day, Mayor

To: City Council

From: Julia Glanz, City Administrator

Subject: Ordinance to Adopt a new Police Department Pay Plan

Date: November 11, 2021

The attached ordinance would approve an amendment to the FY22 General Fund Budget to adjust the Salisbury Police Department (SPD) Pay Plan for the purpose of being more competitive with recruitment and retention of officers.

There are a number of local factors that require the City to act swiftly by adopting a new pay plan for the SPD. There are currently many vacancies, and a number of impending retirements, between both Worcester and Wicomico County Sheriff's Departments. We have already seen a number of resignations from the SPD to both Worcester and Wicomico County Sheriff's Departments. We want to stem any further resignations from our officers.

Additionally, the Cambridge Police Department recently shut down their Criminal Investigation Division due to staffing shortages. We never want to find ourselves in a place where we have to cut services to our residents. The City Administration and Police Command Team believe that offering more competitive salaries will encourage more officers to remain with the SPD and enable stronger recruitment of new officers.

On a State-wide level, Governor Hogan recently announced major pay increases for the Maryland State Police. While competing directly with MSP has never been a goal of the SPD, it is important to stay within a fair salary range to remain relevant.

The final major factor impacting our police officers is the recent adoption of the Maryland Police Accountability Act in the General Assembly. There are a number of new laws that are driving officers to retire and steering new prospective officers to make different career choices. The state of

Office of the Mayor
125 N. Division St., #304 Salisbury, MD 21801
410-548-3100 (fax) 410-548-3102
www.salisbury.md



City of
Salisbury
Jacob R. Day, Mayor

policing in general is strained and we have to get out in front of retirements, resignations, and a lack of new recruits to ensure we meet the community's expectations.

The new pay plan is included in the attached ordinance. This new pay plan would go into effect on December 18, 2021. Please let me know if you have any questions.

45 AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF
46 SALISBURY, MARYLAND, THAT the City's Police Department's Pay Plan be amended, and
47 this ordinance shall take effect on 12/18/2021.
48

49 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
50 Salisbury held on this _____ day of _____, 2021, and thereafter, a statement of
51 the substance of the Ordinance having been published as required by law, was finally passed by
52 the Council on the _____ day of _____, 2021.
53

54
55 **ATTEST:**
56

57 _____
58 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

59
60 APPROVED BY ME THIS: _____ day of _____, 2021
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62 _____
63 **Jacob R. Day, Mayor**

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RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, AN AMENDED AND RESTATED LAND DISPOSITION AGREEMENT WITH SALISBURY DEVELOPMENT GROUP, LLC SETTING FORTH THE TERMS AND CONDITIONS GOVERNING THE SALE AND REDEVELOPMENT OF THE PORT OF SALISBURY MARINA.

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Council**”) determined there is surplus real property owned by the City of Salisbury (the “**City**”) that should be redeveloped and, furthermore, that there is a strong public need for increased infill development within the City;

WHEREAS, the City is the owner of all that certain real property identified as (i) Map 0106, Parcel 1100 (Maryland Tax Account No. 09-067612) (“**Parcel 1100**”) and (ii) Map 0106, Parcel 1108 (Maryland Tax Account No. 09-057919) (“**Parcel 1108**”) (Parcel 1100 and Parcel 1108 are hereinafter referred to as the “**Port of Salisbury Marina Property**”);

WHEREAS, on June 14, 2016, the City declared the Port of Salisbury Marina Property surplus property;

WHEREAS, pursuant to § 16-8 *et seq.* of the Salisbury City Charter (the “**Charter**”) and Chapter 2.36 of the Salisbury City Code (the “**City Code**”), the City has to right to offer at public sale property declared surplus and to make awards thereof in the best interest of the City;

WHEREAS, City-owned surplus property should be developed, not only in consideration of the highest bid price but in consideration of the type of development proposed, and such development should require a commitment from the purchaser to develop such City-owned surplus property in a manner that will raise the City’s tax base and be in the best interest of the citizens of the City;

WHEREAS, in accordance with the foregoing, the City determined it to be in the best interest of the citizens of the City to sell and lease the surplus property defined hereinabove as the Port of Salisbury Marina Property;

WHEREAS, the City of Salisbury advertised for proposals for the purchase and redevelopment of the Port of Salisbury Marina Property, as more particularly set forth in “RFP 09-16 Re-Bid Disposition and Development of the Port of Salisbury Marina” (the “**Marina Landing RFP**”), three times from June 14, 2016 to June 16, 2016 and responses were due from interested parties by June 28, 2016;

WHEREAS, pursuant to Resolution No. 2639, Council: (i) selected the proposal submitted by Salisbury Development Group, LLC, dated January 22, 2016, as the awardee of the Marina Landing RFP, and, accordance therewith, (ii) authorized the Mayor, on behalf of the City, to enter into that certain Land Disposition Agreement, dated July 7, 2016, with Salisbury Development Group, LLC setting forth the terms and conditions governing Salisbury Development Group, LLC’s purchase, lease and redevelopment of the Port of Salisbury Marina Property as more particularly set forth therein; (the “**Original LDA**”);

WHEREAS, for various reasons, including the global COVID-19 pandemic, the Salisbury Development Group, LLC’s purchase, lease and redevelopment of the Port of Salisbury Marina Property has been delayed, and the City and Salisbury Development Group, LLC have agreed to amend the Original LDA, in its entirety, as more particularly set forth in the Amended and Restated Land Disposition Agreement (the “**Amended LDA**”) attached hereto and incorporated herein as **Exhibit A**, to provide the rights and obligations of the City and Salisbury Development Group, LLC with respect to the following: (i) Salisbury Development Group, LLC’s purchase of such portion of the Port of Salisbury Marina Property

47 as described in the Amended LDA; **(ii)** Salisbury Development Group, LLC’s lease of such portion of the
48 Port of Salisbury Marina Property as described in the Amended LDA; and, **(iii)** such other matter(s) relating
49 to Salisbury Development Group, LLC’s purchase, lease and redevelopment of the Salisbury Marina
50 Property, subject to the terms and conditions contained in the Amended LDA; and

51 **WHEREAS**, by this Resolution, the Council **(i)** hereby approves the Amended LDA (attached
52 hereto and incorporated herein as **Exhibit A**) and **(ii)** hereby authorizes the Mayor’s execution thereof on
53 behalf of the City; and,

54 **WHEREAS**, upon the Mayor’s execution of the Amended LDA on behalf of the City, as authorized
55 hereunder, all of the terms set forth in the Amended LDA shall be deemed and otherwise construed to
56 supersede and replace, in its entirety, the Original LDA.

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

59 **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that
60 certain Amended and Restated Land Disposition Agreement, by and between the City of Salisbury and
61 Salisbury Development Group, LLC, attached hereto and incorporated herein as **Exhibit A** (the “**Amended**
62 **LDA**”).

63 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
64 of this Resolution shall be deemed independent of all other provisions herein.

65 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
66 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,
67 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
68 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
69 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

70 **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits
71 attached thereto and incorporated therein, are incorporated into this section of the Ordinance as if such
72 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

73 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
74 Council of the City of Salisbury held on this ____ day of November 2021 and is to become effective
75 immediately upon adoption.

76 **ATTEST:**

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81 _____
82 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

83
84
85 Approved by me, this _____ day of _____, 2021.

86
87
88
89 _____
90 **Jacob R. Day, Mayor**
91

AMENDED AND RESTATED LAND DISPOSITION AGREEMENT

THIS AMENDED AND RESTATED LAND DISPOSITION AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, being the date that such is fully executed by all parties and fully and finally approved and adopted by the City Council for the City of Salisbury, Maryland (the “**Effective Date**”) by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”), and *Salisbury Development Group, LLC*, a Delaware limited liability company validly registered to do business in the State of Maryland (“**Developer**”) (the City and Developer are hereinafter referred to collectively as the “**Parties**”).
WITNESSETH:

RECITALS

WHEREAS, for purposes of this Agreement, the term “**Developer**” shall be deemed to include the following: **(i)** Salisbury Development Group, LLC, **(ii)** each and every subsidiary, successor-in-interest and/or assign of Salisbury Development Group, LLC and **(iii)** each of and every successor-in-interest, transferee, assignee and/or grantee of any right, title and/or interest of Salisbury Development Group, LLC and/or its successor(s)-in-interest(s) and/or assign(s) in and to the Property or any portion thereof. Accordingly, pursuant to the immediately preceding sentence, this Agreement, and all amendments hereto (if any), shall, in all respects, be construed and otherwise deemed to apply to and be binding upon Salisbury Development Group, LLC and each and every of its successor-in-interest(s) and/or assign(s) with respect to any and all right(s), title and/or interest(s) intended to be granted unto “Developer” in accordance with all terms and conditions set forth herein; and

WHEREAS, the City is the owner of all that certain real property identified as **(i)** Map 0106, Parcel 1100 (Maryland Tax Account No. 09-067612) (“**Parcel 1100**”) and **(ii)** Map 0106, Parcel 1108 (Maryland Tax Account No. 09-057919) (“**Parcel 1108**”) (Parcel 1100 and Parcel 1108 are hereinafter referred to as the “**Property**”); and

WHEREAS, by the unanimous vote of the Council of the City of Salisbury (the “**City Council**”) at the March 14, 2016 Regular Meeting of the City Council, the City declared the Property to be surplus property; and

WHEREAS, for purposes of the Project to be developed and constructed by Developer as set forth herein, and all transactions between the Parties arising from or relating to the development and/or construction of the Project as contemplated by this Agreement, the City desires to subdivide the Property into three (3) separate lots and parcels of land as more particularly shown on the Subdivision Plat of the Property attached hereto and incorporated herein as **Exhibit B** (the “**Marina Landing Subdivision Plat**”), which said lots and parcels of land are identified and depicted on the Marina Landing Subdivision Plat as follows: **(i)** “LOTS 3, 4, & 5” consisting of 104,470.69 square feet (2.40+/- acres) of land, more or less (the “**Sby Dev. Lot**”) (being all that same lot of land more particularly described in **Exhibit A** attached hereto and incorporated herein; **(ii)** “LOT 1AA” consisting of 78,003.52 square feet (1.79+/- acres) of land, more or less (the “**City Lot**”); and, **(iii)** “LOT 2” consisting of 112,052.90 square feet (2.57+/- acres) of land, more or less (the “**Salisbury Marina Lot**”); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the City desires sell to Developer, and Developer desires to purchase from the City the Sby Dev. Lot, being all that same lot and parcel of land more particularly depicted on the Marina Landing Subdivision Plat and identified thereon as “LOTS 3, 4, & 5” thereon (*see* **Exhibit B**), for the express purpose of Developer’s development and construction of: **(i)** two (2) five (5) story or more tall mixed-use buildings containing not less than twenty-eight (28) apartment units (each such building is hereinafter referred to as a/the “**Marina Landing Towers**” and collectively the “**Marina Landing Towers**”); **(ii)** one (1) five (5) story or more mixed-use building, consisting of **(A)** first (1st) floor commercial floorspace developed for the operation thereon of a boathouse business, and any other use reasonably related thereto, and **(B)** the second (2nd) through fifth (5th) floors containing not less than twenty (20) apartment units (said five (5) story building is hereinafter referred to as the “**Boathouse Building**”) floors (the Marina Landing Towers and the Boathouse Building to be developed and constructed by Developer at or upon the Sby Dev. Lot are more particularly depicted on that certain Development Plan attached hereto and incorporated herein as **Exhibit C** (hereinafter referred to as the “**Marina Landing Development Plan**”); and, **(iii)** all improvements related to, or required for, Developer’s development and construction of the Marina Landing Towers and the Boathouse Building at or upon the Sby Dev. Lot, including, expressly, any and all improvements required by all applicable laws, regulations, City Salisbury code or policy, and any federal, state or local permitting authority having jurisdiction over Developer’s development of the Sby Dev. Lot as aforesaid. as more particularly depicted in the

plans attached hereto and incorporated herein as **Exhibit C** (Developer’s development of the Sby Dev. Lot as described hereinabove is hereinafter referred to collectively as the “**Marina Landing Project**”); and

WHEREAS, the City desires to lease to Developer, and Developer desires to lease from the City, the Salisbury Marina Lot for the purposes of **(i)** operating the marina facilities located thereon for transient boat dockage and **(ii)** providing other services and/or amenities that facilitate public use of the Wicomico River, subject to all terms and conditions of a lease agreement to be executed by the Parties at Closing (as defined hereinbelow) as more particularly set forth in Article IV hereof (the lease agreement for Developer’s lease of the Salisbury Marina Lot from the City is hereinafter referred to as the “**Marina Lease**”);

WHEREAS, following the City’s declaration of the Property as surplus property, the City and Developer entered into that certain Land Disposition Agreement, dated July 7, 2016, which, together with all amendments thereto, set forth *inter alia* the rights and obligations of the Parties for the City’s conveyance or lease of such respective portions of the Property to Developer for the development, construction and operation of the Property as provided therein (the Land Disposition Agreement, dated July 7, 2016, and all amendments thereto entered into by the Parties prior to this Agreement are hereinafter referred to collectively as the “**Original Land Disposition Agreement**”); and

WHEREAS, for various reasons, including the global COVID-19 pandemic, the Project has been delayed and the parties now wish to amend and restate the Original Land Disposition Agreement, in its entirety, to provide the rights and obligations of the Parties with respect to the following: **(i)** the City’s conveyance of the Sby. Dev. Lot to Developer; Developer’s development and construction of the Project at or upon the Sby. Dev. Lot; **(ii)** Developer’s lease of the Salisbury Marina Lot from the City; and, **(iii)** any other matter(s) related thereto, subject, in every respect, to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations of the Parties hereto, the foregoing Recitals, which are deemed a substantive part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer, for each of themselves, their respective successors and/or assigns, hereby represent, covenant, warrant and agree as follows:

ARTICLE I

GENERAL TERMS FOR CLOSING ON CONVEYANCE OF THE SBY DEV. LOT

- 1.1 Purchase Price.** In consideration of Developer’s payment to the City in the amount of One Dollar and 00/100 (\$1.00) (the “**Purchase Price**”), which said payment shall be made at Closing (as defined herein), and subject to all terms and conditions of this Agreement, the Parties expressly acknowledge and agree as follows: **(i)** the City shall deliver to Developer a special warranty deed (the “**Deed**”), duly executed and acknowledged by the City, conveying good and merchantable fee simple title to the Sby Dev. Lot unto Developer, and containing such express reference(s), acceptable to the City, that the conveyance of the Sby Dev. Lot to Developer thereunder is made by subject to all terms and conditions of this Agreement; and, **(ii)** the Parties shall execute the Marina Lease as contemplated by this Agreement and in accordance with the terms and conditions set forth in Article IV hereof.
- 1.2 Study Period.** Upon approval of the Marina Landing Subdivision Plat by the Salisbury-Wicomico County Planning and Zoning Commission (the “**Planning Commission**”): **(i)** the City, at Developer’s sole cost and reasonable expense, shall promptly record the approved Marina Landing Subdivision Plat with the Land Records of Wicomico County, Maryland; and, **(ii)** following recordation of the approved Marina Landing Subdivision Plat as aforesaid, Developer shall have a reasonable period of time thereafter to obtain a commercially reasonable title insurance binder showing clear title to the Sby Dev. Lot to be conveyed from the City to Developer hereunder.

- 1.3 Building Permit.** The City shall cooperate with Developer in obtaining any and all approvals and/or permits necessary for Developer’s development and construction of the Project as more particularly shown on the Marina Landing Development Plan (see **Exhibit C**) and as otherwise required by the terms and conditions of this Agreement. Subject to the terms and conditions set forth in Sections 3.6, 3.7, 3.8 and 3.9 hereof and all applicable State and local laws, rules and/or regulations, Developer, at any time after the Effective Date, may apply for any permit(s) required for Developer’s development and construction of the Marina Landing Project contemplated by this Agreement.
- 1.4 Closing Date.** Subject to Developer obtaining a commercially reasonable title insurance binder for its purchase of the Sby Dev. Lot as provided in Section 1.2, settlement on the City’s conveyance of the Sby Dev. Lot to Developer in accordance with Section 1.1 (hereinafter referred to as “**Closing**”) shall take place within Sixty (60) days from the date the City records the Marina Landing Subdivision Plat under Section 1.2(i).
- 1.5 Condition of Property.**
- 1.5.1** Developer’s purchase of the Sby Dev. Lot at Closing, as contemplated hereunder, shall not be contingent upon the condition of the Sby Dev. Lot or any inspection thereof made by Developer, and/or any representative(s) of Developer, prior to the Effective Date or prior to the date of Closing (the “**Closing Date**”).
- 1.5.2** Except as specifically set forth herein, Developer expressly acknowledges and agrees that: **(i)** the City has made no warranties or representations to Developer regarding the condition of the Property or any portion thereof; and **(ii)** Developer has not relied upon any statements or representations made by the City, or any of its elected officials, appointed officials, employees, agents, attorneys, representatives or contractors, regarding the condition of the Property or any portion(s) thereof or any other matter(s) relating to the Property and any part of the Project to be developed and constructed thereon by Developer as contemplated by this Agreement.
- 1.6. Perpetual Parking Dedication.** The City hereby expressly acknowledges and agrees to reserve the parking lot located on the City Lot (the “**LOT 1AA Parking Lot**”), which consists of approximately One Hundred Fourteen (114) public parking spaces more or less, shall be used exclusively for public parking and/or parking for the Marina Landing Project to be developed by Developer hereunder. At Closing, the Parties shall enter into a separate, written agreement, to be titled “**LOT 1AA Parking Lot Exclusive Use Agreement**” (the “**Parking Lot Agreement**”), containing such terms and conditions the Parties deem acceptable for purposes of setting forth the City’s acknowledgement and agreement to reserve the LOT 1AA Parking Lot, and all parking spaces thereof, for the exclusive uses of **(i)** public parking and **(ii)** parking for the Marina Landing Project, as expressly intended by the Parties under this Section 1.6. Notwithstanding any term to the contrary set forth herein, the Parties expressly acknowledge and agree Closing on the City’s conveyance of the Sby Dev. Lot to Developer and Developer’s development of the Marina Landing Project as contemplated by this Agreement shall be expressly conditioned upon the Parties’ execution of the Parking Lot Agreement Closing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

- 2.1 Developer’s Representations.** As of the Effective Date and continuing through the Closing Date, Developer represents and warrants to the City as follows:
- 2.1.1** **(i)** Developer has not applied for, consented to, acquiesced to, nor is subject to, the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or substantially all of Developer’s assets; **(ii)** Developer is not subject to any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, and Developer has not admitted, in writing, to any inability to pay its debts as they become due; **(iii)** Developer has not made any assignment for the benefit of creditors; **(iv)** Developer has not filed a petition or an answer seeking, consenting to or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; and **(v)** Developer has not filed an answer

admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.

2.1.2 (i) Developer is duly formed, validly existing and in good standing, under the laws of its respective state of formation and, if not an entity formed under the laws of the State of Maryland, Developer is duly and validly registered, and in good standing, to do business as a foreign entity in the State of Maryland, (ii) Developer has all necessary power(s) and authority(ies) to execute and deliver this Agreement and to execute and deliver any and all related documents contemplated hereunder, including, expressly, the Marina Lease, to be executed by Developer in connection with the performance of its obligations hereunder and any and all such related documents.

2.1.3 This Agreement, and any and all related documents contemplated hereunder to be executed by Developer including, expressly, the Marina Lease, (i) have been duly authorized by all requisite partnership, corporate or other action on the part of Developer, and (ii) are the valid and legally binding obligation of Developer, enforceable in accordance with their respective terms and conditions. Neither the execution and delivery of this Agreement or any related document(s) to be executed by Developer as contemplated hereunder, nor the performance of the obligations of Developer hereunder or thereunder, will result in the violation of any law or provision of the partnership agreement, articles of organization, articles of incorporation, by-laws, operating agreement or other organizational document of Developer, nor will this Agreement or any related document(s) contemplated hereunder, including, expressly, the Marina Lease, conflict with any order or decree of any court or governmental instrumentality by which Developer is bound.

2.1.4 Developer hereby covenants that it will complete the development and construction of the Project as shown on the Marina Landing Development Plan (see **Exhibit C**) and in accordance with all terms and conditions of this Agreement and the Proposal, dated January 22, 2016, submitted by Developer to the City in response to RFP 09-16 (the “**Proposal**”, except for any modification(s) thereto as may be required for any approval(s) and/or permit(s) required for the development and/or construction of the Project (a copy of the Proposal is attached hereto and incorporated herein as **Exhibit D**). Subject to all applicable Federal, State and/or local law(s), rule(s) and/or regulation(s), there shall be no additional restrictions on Developer’s use of the Sby Dev. Lot except for the terms and conditions set forth in this Agreement and all conditions (if any) imposed by any Federal, State or Local permitting authority having jurisdiction over Developer’s development of the Project on the Sby Dev. Lot as contemplated hereunder.

2.2 **City Representations.** As of the Effective Date and continuing through and until Closing, the City represents and warrants to Developer as follows:

2.2.1 The City is the fee simple owner of the Sby Dev. Lot and the Salisbury Marina Lot.

2.2.2 All bills and claims, incurred by the City, for labor performed and materials furnished to or for the Sby Dev. Lot, as the case may be, for all periods prior to the Closing Date have been, or will be, paid in full prior to or on the Closing Date, such that upon Closing, as provided in Section 1.1, there shall be no mechanics’ liens or materialmen’s liens (whether or not perfected) on or affecting the Sby Dev. Lot. Notwithstanding any term to the contrary set forth herein, for purposes of this Agreement, Developer shall pay any and all costs or fees relating or arising from any labor performed, services provided and/or materials furnished for or in connection with Developer’s acquisition of the Sby Dev. Lot, the lease of the Salisbury Marina Lot, and/or the development of the Marina Landing Project.

2.2.3 To the City’s actual knowledge, no party has ever mined on or under Sby Dev. Lot, and no party has the right to do so.

2.2.4 To City’s actual knowledge, with respect to the Sby Dev. Lot: (i) there are no violations or potential violation of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any State or local governmental authority having jurisdiction thereof; and, (ii) except for all publicly recorded restriction(s) encumbering the Sby Dev. Lot, there are no private restrictive covenants affecting the Sby Dev. Lot.

- 2.2.5 To the City's actual knowledge: **(i)** there are no pending or threatened condemnation actions or any other matter(s) of litigation, proceeding(s) or action(s) involving the Sby Dev. Lot or of any portion(s) thereof; and, **(ii)** there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Sby Dev. Lot.
- 2.2.6 To the City's actual knowledge and except as on record in the Land Records for Wicomico County: **(i)** There are no leases, management, maintenance, service or other contracts with respect to the Sby Dev. Lot; and, **(ii)** there are no pending contracts of sale, options to purchase or rights of first refusal (or the like) with respect to the Sby Dev. Lot.
- 2.2.7 Between the Effective Date and the Closing Date, the City expressly acknowledges and agrees not to: **(i)** make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Sby Dev. Lot and/or the Salisbury Marina Lot; or, **(ii)** otherwise enter into any contract that would be in effect as of the Closing Date or bind Developer with respect to the Sby Dev. Lot and/or the Salisbury Marina Lot from and after the Closing Date without the prior written approval of Developer.
- 2.2.8 Notwithstanding any term to the contrary set forth herein, the Parties expressly acknowledge and agree that: **(i)** as of the Effective Date, the City has entered into lease agreements with third parties for the lease or rental of certain boat slips existing at or upon certain portions of the Salisbury Marina Lot (each such lease agreement is hereinafter referred to as a "**Boat-Slip Lease**", and collectively the "**Boat-Slip Leases**"); **(ii)** Developer has been provided a copy of the Boat-Slips Leases prior to the Effective Date; and, **(iii)** upon the Parties' execution of the Marina Lease at Closing, as provided in Section 1.1, Developer and the City shall execute an Assignment and Assumption of Boat-Slip Leases, Rents and Deposits, the terms of which shall be subject to the prior approval of the Parties which shall not be unreasonably withheld, which shall provide that the City shall assign, and Developer shall assume, any and all rights and obligations of the City existing under each and every of the Boat-Slip Leases.
- 2.2.9 Except as expressly set forth in this Agreement, from and after the Effective Date, the City shall: **(i)** refrain from performing any grading or excavation on or within, constructing or removing any improvement on or upon, or otherwise making any other change(s) to the Sby Dev. Lot or the Salisbury Marina Lot, without the prior written approval of Developer; **(ii)** refrain from committing any waste or placing any refuse at or upon the Sby Dev. Lot and/or the Salisbury Marina Lot; **(iii)** observe all laws, ordinances, regulations and restrictions affecting the Sby Dev. Lot and/or the Salisbury Marina Lot and the respective use(s) thereof; **(iv)** refrain from taking any action to rezone or re-subdivide the Sby Dev. Lot and/or the Salisbury Marina Lot except as approved by Developer, in writing, which said approval shall be subject to the sole discretion of Developer; and, **(v)** maintain such insurance now in force on or for the Sby Dev. Lot and/or the Salisbury Marina Lot as is currently in effect.
- 2.2.10 From and after the Effective Date, the City shall not, without obtaining the prior written consent of Developer, which may be given or withheld in Developer's sole discretion: **(i)** lease, sell or transfer the Sby Dev. Lot or the Salisbury Marina Lot or any portion(s) thereof or any interest(s) therein; **(ii)** encumber or pledge the Sby Dev. Lot or the Salisbury Marina Lot or any portion thereof; **(iii)** grant a lien or security interest in or to the Sby Dev. Lot and/or the Salisbury Marina Lot or any portion(s) thereof; **(iv)** permit to exist any recorded mechanics', materialmen's, laborers' or other lien upon all or any portion of the Sby Dev. Lot and/or the Salisbury Marina Lot, unless such lien is the result of work performed by or on behalf of Developer; or **(v)** in any other way affect title to the Sby Dev. Lot and/or the Salisbury Marina Lot prior to the Closing Date.
- 2.2.11 The City has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor the City's performance of its obligations hereunder are restricted by or violate any legal, contractual or other obligation of the City.

- 2.2.12** Except as expressly set forth in this Agreement, as of the Closing Date, there shall be: **(i)** no contract(s) affecting the Sby Dev. Lot and/or the Salisbury Marina Lot or any portion(s) thereof; **(ii)** no contract(s) or agreement(s) for the management of either the Sby Dev. Lot and/or the Salisbury Marina Lot or any portion(s) thereof; and, **(iii)** there shall be no commission(s) due or owing in connection with the City's sale of the Sby Dev. Lot to Developer or the City's lease of the Salisbury Marina Lot to Developer as contemplated by this Agreement.
- 2.2.13** There are no assessments for public improvements against the Sby Dev. Lot which remain unpaid, including, without limitation, any assessment(s) attributable to the construction of sewer or water lines or mains, public streets, sidewalks and /or curbs.

ARTICLE III

CLOSING ON THE CONVEYANCE OF THE SBY DEV. LOT

- 3.1** **Date, Time and Place of Closing.** The City shall convey the Sby Dev. Lot unto Developer in accordance with all terms and conditions contained in this Agreement, including, but not limited to, the provisions set forth in Sections 1.1, 1.2, 1.4 and 1.5 hereof. Subject to the terms set forth in Section 1.5, Closing shall occur at such time as agreed to by the Parties and at such place as determined by Developer, the location of which shall be provided to the City not less than Five (5) days prior to the Closing Date. In consideration for Developer's performance of all its obligations under this Agreement and any related document(s) contemplated hereunder, including, expressly, the Marina Lease, the Parties expressly acknowledge and agree that, subject to the terms set forth in Section 1.1, at Closing, title and possession of the Sby Dev. Lot shall be conveyed and delivered by the City to Developer.
- 3.2** **Delivery of the Deed at Closing.** At Closing, the City shall deliver or cause to be delivered to Developer the special warranty Deed (as defined in Section 1.1) conveying the Sby Dev. Lot unto Developer shall comply with the provisions set forth in Section 1.1 and shall further contain a covenant of special warranty and further assurances, and shall be subject to any and all publicly recorded easements for public utilities and any other publicly recorded easements, agreements, covenants and/or restrictions encumbering the Sby Dev. Lot or any portion(s) thereof. Subject to all applicable terms and conditions contained in this Agreement, upon the City's delivery of the executed Deed to Developer at Closing (as provided in Section 1.1), Developer, at its sole cost and expense, shall record the Deed in the Land Records for Wicomico County, Maryland.
- 3.3** **Closing Agent.** Developer shall have the option of selecting its own Title Insurance company or Title Attorney for Closing on its purchase of the Sby Dev. Lot as contemplated hereunder.
- 3.4** **Pro-rations/Recordation Taxes.** All public or governmental charges or assessments against the Sby Dev. Lot which are or may be payable on an annual basis, including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed on or prior to the Closing shall be adjusted and apportioned between the Parties as of the Closing Date and shall be assumed and paid thereafter by Developer, regardless of whether any such assessments have been levied as of the Closing Date. In addition, the costs of any and all state and local recordation and transfer taxes arising from the City's conveyance of the Sby Dev. Lot to Developer shall be paid by Developer at Closing.
- 3.5** **Marina Landing Subdivision Plat.** Within twenty business (20) days following the Parties' execution of this Agreement, Developer shall submit the Marina Landing Subdivision Plat attached as **Exhibit B** (or in substantially the same form as **Exhibit B**) to the City of Salisbury Department of Infrastructure and Development ("**City DID**") for review and acceptance by the City. Any and all costs, fees and/or taxes arising from, relating to or in connection with the preparation, modification, submission and/or approval(s) of the Marina Landing Subdivision Plat shall be paid by Developer at its sole cost and expense. As provided in Section 1.4 hereof, upon the Planning Commission's approval of the Marina Landing Subdivision Plat, the City shall have the approved Marina Landing Subdivision Plat recorded in the Land Records for Wicomico County, Maryland and all costs and/or fees associated with the recordation of the approved Marina Landing Subdivision shall be paid by Developer at its sole cost and expense.

3.6 Site Plan Approval.

- 3.6.1. By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, on or before One Hundred Eighty (180) days from the Effective Date, Developer shall submit a final site plan for the Marina Landing Project (the “**Final Site Plan**”) to City DID for its review and acceptance thereof, which said Final Site Plan shall provide for the development and construction of the Marina Landing Project as contemplated by the Marina Landing Development Plan and in accordance with all terms and conditions set forth herein, subject to all applicable State and local law(s), rule(s) and/or regulations(s) governing final site plans for property development. Upon City DID’s acceptance of the Final Site Plan, City DID shall have the Final Site Plan promptly scheduled for consideration and approval by the Planning Commission.
- 3.6.2 In the event Developer shall fail or refuse, for any reason(s) whatsoever (or no reason), to submit the Final Site Plan for the Marina Landing Project to DID within One Hundred Eighty (180) days from the Effective Date, the City, at its sole discretion, may assess the Delayed Performance Penalties (as defined below) in accordance with the terms and conditions contained in Section 3.9.

3.7 Building Permit.

- 3.7.1 By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, on or before two hundred forty (240) days from the Effective Date, Developer shall obtain, or shall have obtained, from the City all building permits necessary for construction of the Marina Landing Project (each a “**Building Permit**”, and collectively (the “**Building Permits**”). All Building Permits requested by Developer in connection with the Marina Landing Project hereunder shall: (i) comply with all applicable Federal, State and local law(s), rule(s) and regulation(s) governing the construction of the improvements which are the subject of such Building Permit; and (ii) shall be subject to review and approval by City DID in accordance with its policies and procedures governing the issuance of building permits.
- 3.7.2 In the event Developer fails, to obtain all Building Permits for construction of the Marina Landing Project within Two Hundred Forty (240) days from the Effective Date, due to delay(s) outside the control of Developer and which otherwise do not arise from, or relate to, any breach by Developer of its obligations hereunder, the Two Hundred Forty (240) day period set forth in Section 3.7.1 shall be extended by One (1) day for each and every day of such delay and until such time as the Building Permits are issued by City DID to Developer. Any extension provided Developer under this Section 3.7.2 shall be subject to the prior written approval of the City which shall not be unreasonably withheld.
- 3.7.3 In the event the Building Permits for construction of the Marina Landing Project are not issued by City DID to Developer within Three (3) months from the date Developer submits its request for the issuance of the Building Permits to City DID, provided such delay(s) does not arise from, or relate to, any breach by Developer of its obligations hereunder, including, but not limited to, Developer’s obligation to comply with all applicable Federal, State and/or local law(s), rule(s) and/or regulation(s) governing the Building Permits for the construction of the Marina Landing Project, Developer shall have the right to terminate this Agreement by delivering written notice to the City, c/o Jacob R. Day, Mayor, specifying Developer’s election to terminate this Agreement in accordance with this Section 3.7.3.

3.8 Certificate of Occupancy Completion.

- 3.8.1 Developer expressly acknowledges and agrees that Developer shall (i) substantially complete the Marina Landing Project in accordance with all terms and conditions of this Agreement, and as shown on the Marina Landing Development Plan (see **Exhibit C**) and the Final Site Plan approved by the Planning Commission, such that Developer shall have secured a Certificate of Occupancy from the City for the Marina Landing Towers and the Boathouse within Thirty-Two (32) months from the Effective Date (the “**C-O Deadline**”). Subject to all applicable Federal, State and local law(s), rule(s) and regulation(s) and Developer’s performance of all its obligations in accordance with all terms and conditions of this Agreement, the issuance of a Certificate of Occupancy for each the Marina Landing Tower and/or the Boathouse shall not be unreasonably withheld by the City. (For purposes of this Agreement the term

“**Certificate of Occupancy**” shall mean when each Marina Landing Tower and the Boathouse, respectively, is structurally complete to the point that the building inspector for the City would ordinarily issue an occupancy permit for the referenced building size described herein.)

3.8.2 Notwithstanding any term to the contrary set forth herein, in the event Developer has not secured a Certificate of Occupancy from the City for a Certificate of Occupancy for the Marina Landing Towers and the Boathouse on or before the C-O Deadline, Developer may, in its sole and absolute discretion, and without incurring liability for the Delayed Performance Penalties set forth in Section 3.9, extend the C-O Deadline and the performance of Developer’s obligations under Section 3.8.1, by up to Sixteen (16) months (said extended time period is hereinafter referred to as the “**Extended C-O Deadline**”); provided, however, the right to extend the C-O Deadline granted to Developer under this Section 3.8.2 may be exercised by Developer only once and, if exercised by Developer, such Extended C-O Deadline shall apply to Developer’s completion of the development and construction of all, and not less than all, of the improvements constituting the Marina Landing Project as approved by the City for issuance of the Building Permits.

3.9 **Delayed Performance Penalties.** Except as expressly set forth in Section 3.8.2, in the event Developer fails to perform its obligations under Section 3.6, Section 3.7 and/or Section 3.8, respectively, the City, at its sole discretion, may assess financial penalties (each a “**Delayed Performance Penalty**”, collectively the “**Delayed Performance Penalties**”) against Developer. A Delayed Performance Penalty may be assessed by the City against Developer beginning Thirty (30) days from the date of written notice from the City to Developer specifying the obligation(s) Developer failed to performed in accordance with the terms and conditions contained in Section 3.6, Section 3.7 and/or Section 3.8 (said written notice from the City to Developer is hereinafter referred to as a “**Notice of Penalty**”). If Developer fails to cure the default(s) specified in the Notice of Penalty within Thirty (30) days from the date of delivery thereof to Developer, the City may, in its sole discretion, assess a Delayed Performance Penalty against Developer in an amount which does not exceed Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) for each and every month Developer remains in default of its obligation(s) under Section 3.6.1, Section 3.7.1 and/or Section 3.8.1 (subject to the provisions contained in Section 3.8.2, if applicable), as the case may be. Notwithstanding any term to the contrary set forth herein, the maximum aggregate amount of the Delayed Performance Penalties the City may assess against the City against Developer under this Section 3.9 shall not exceed Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00).

3.10 **Merger.** Parties expressly acknowledge and agree that none of the provisions of this Agreement shall be merged by reason of any deed transferring title to Sby Dev. Lot to Developer or any of its successor(s)-in-interest and/or assign(s). The Parties further expressly acknowledge and agree that the terms contained in Sections 1.1, 3.4, 3.5, 3.6, 3.7, 3.8, and 4.1 each constitute a material part of the consideration to be received by the City hereunder, without any of which the City would not enter into this Agreement.

3.11 **Code Covenant.** Developer agrees that all final plans for any all structures and site improvements constructed by Developer for or in connection with the development of the Marina Landing Project by Developer pursuant to its obligations hereunder, including any and all landscaping plans for or relating to the Marina Landing Project or any portion(s) thereof, shall be comply with all applicable provisions of Federal, State and local law(s), rule(s) and/or regulation(s).

3.12 **Assignment.** No less than Fifteen (15) days prior to the Closing Date, Developer may assign all, and not less than all, of its rights, title and interests in and to this and this Agreement to a “**Related Party**” upon delivery of such written notice of assignment to the City, attn: Jacob R. Day, Mayor; provided, however, any such assignment by Developer to a Related Party shall be (i) conditioned upon the written acknowledgement and agreement of the Related Party assignee to assume all, and not less than all, of Developer’s obligations and responsibilities hereunder as if such assignee Related Party was the Developer named herein, and (ii) the City’s approval and acceptance of such written acknowledgment and agreement of the Related prior to the execution thereof by Developer and the Related Party assignee. (For purpose of this Agreement, the term “**Related Party**” shall mean an entity which is majority owned by and controlled by the Developer or by the same principals as Developer.)

- 3.13 Cooperation.** The City shall make good faith efforts regarding the consideration of any request submitted by Developer for approval of any financing incentive(s), including by way of example only: Payment in Lieu of Taxes, Enterprise Zone designation, Comprehensive Connection Fee Waiver(s), HORIZON Program benefits, Building Permit Fee(s) Waiver(s), Riverwalk Reimbursement Program benefits, and/or public funding for public spaces. Further, the City acknowledges Developer may lease certain commercial space located within any (or both) of the Marina Landing Towers and/or the Boathouse for use as a restaurant(s); and, provided the restaurant-tenant's request and application for an alcoholic beverage license for use in connection with the operation of a restaurant located at a Marina Landing Tower and/or the Boathouse is in compliance with all applicable laws and regulations applicable to the request and/or issuance of an alcoholic beverage license, the City shall not unreasonably obstruct the Wicomico County Board of License Commission's consideration of such alcoholic beverage license request and/or application therefor.

ARTICLE IV

THE MARINA LANDING LEASED PREMISES

- 4.1 Lease.** As part of the Marina Landing Project to be developed and constructed by Developer in accordance with the terms and conditions of this Agreement, and as a material part of the consideration to be received by the City for its conveyance of the Sby Dev. Lot to Developer at Closing as provided herein, Developer hereby expressly acknowledges and agrees to lease from the City, and the City agrees to lease to Developer, the Salisbury Marina Lot subject to the terms and conditions contained in the Marina Lease (as defined above) to be executed by the Parties at Closing. Possession of the Salisbury Marina Lot and commencement of the marina management by Developer shall take place at such time that Developer provides the City written notice of its intention to do so, but no later than the City's issuance of the Certificate of Occupancy for the Boathouse to be developed at the Sby Dev. Lot as provided herein. The Parties expressly acknowledge and agree Closing on the City's conveyance of the Sby Dev. Lot to Developer as contemplated by this Agreement shall be expressly conditioned upon the Parties' execution of the Marina Lease at Closing.
- 4.2 Terms to be Contained in the Marina Lease.** In addition to all other provisions to be contained in the Marina Lease, which shall be subject to the prior approval thereof by the City and Developer which shall not be unreasonably withheld, the Parties expressly acknowledge and agree the Marina Lease shall contain the following terms:
- 4.2.1 Rent.** The annual rental amount for Developer's lease of the Salisbury Marina Lot shall be in the amount of One Dollar and 00/100 (\$1.00).
- 4.2.2 Lease Term.** The term of the Marina Lease shall be for a period of Fifty (50) years (the "**Initial Term**"), with Three (3) automatic renewal terms each of which shall be for a period of Fifty (50) years; unless otherwise agreed to, in writing by the Parties, each and every of the Three (3) automatic renewal terms shall be subject to all terms and conditions contained in the Marina Lease, including, expressly, the rental amount due from Developer during the Initial Term. The Marina Lease shall provide that the Initial Term shall commence in accordance with Section 4.2.6 hereof and any other applicable terms and conditions set forth in the Marina Lease as agreed to by the Parties.
- 4.2.3 Continuing Operations of the Marina Facilities Conducted at the Salisbury Marina Lot.** Upon commencement of the Initial Term of the Marina Lease, Developer shall keep the Salisbury Marina Lot in good working order, fully operational, fully staffed, with fuel, electric, water, sewer, and internet service.
- 4.2.4 Use of the Salisbury Marina Lot.** During the Initial Term and any renewal term(s) thereafter, Developer shall use the Salisbury Marina Lot for the purposes of (i) operating the marina facilities located thereon for transient boat dockage and (ii) providing other services and/or amenities that facilitate public use of the Wicomico River, subject to all terms and conditions of the Marina Lease.

- 4.2.5 Maintenance and Repair of the Salisbury Marina Lot.** In the event Developer fails to keep the Salisbury Marina Lot in good, clean condition or otherwise fails to maintain, in good working-order or repair, all improvements located at, on, upon or within any portion(s) of the Salisbury Marina Lot, including all marina facilities installed thereat or constructed thereon, in accordance with all terms and conditions of the Marina Lease to be executed by the Parties at Closing, the City shall have the option to terminate the Marina Lease by delivering written notice to Developer **(i)** specifying Developer's default of its obligations under the Marina Lease and **(ii)** stating the City's election to terminate the Marina Lease; **(iii)** provided, however, prior to any such termination of the Marina Lease by the City taking effect, Developer shall have the opportunity to cure the default specified in the written notice delivered by the City within **(A)** One Hundred Twenty (120) days from the date of the written notice from the City terminating the Marina Lease; or, **(B)** the number of days reasonably necessary for Developer to cure such default, so long as Developer diligently pursues such cure to completion.
- 4.2.6 Possession and Operation of the Salisbury Marina Lot.** Unless otherwise agreed to, in writing, by the City: **(i)** Developer's use and operation(s) of the Salisbury Marina Lot and the improvements located thereon as permitted under the Marina Lease shall commence at such time that the Developer provides written notice to the City of its election to take over such operation, provided, however, that such date of operation shall take place no later than the City's issuance of the Certificate of Occupancy for the Boathouse to be developed at the Sby Dev. Lot as provided herein; and, **(ii)** prior to the City's issuance of the Building Permit for Developer's construction of the Boathouse, the City shall maintain all marina facilities located at, on, upon or within the Salisbury Marina Lot, and perform all marina-related operations conducted thereon. Upon commencement of the Initial Term of the Marina Lease in accordance with the terms and conditions of this Section 4.2.6, Developer shall be responsible for all day-to-day costs arising from or associated with the marina facilities maintained at, and the marina operations conducted on, the Salisbury Marina Lot, subject to all terms and conditions set forth in the Marina Lease. During the Initial Term of the Marina Lease and any renewal term thereafter: **(x)** Developer shall have the right to sublease the Salisbury Marina Lot any portion(s) thereof, subject to the written consent of the City which shall be set forth in a written Sublease Agreement, prepared by Developer and approved by the City, and executed by Developer, the sublessee and the City; and, **(xi)** Developer shall have the right to collect any and all docking fees and revenue generated from the use of, and operations conducted, at the Salisbury Marina Lot as expressly permitted by the terms and conditions of the Marina Lease.
- 4.2.7 Developer Obligations for the Salisbury Marina Lot.** Upon commencement of the Initial Term of the Marina Lease and for so long as the Marina Lease shall be in effect, Developer shall use the Salisbury Marina Lot and all improvements located thereon for the operations of a public marina, which shall include the dockage of transient boat traffic. Developer shall be responsible for the routine maintenance of the Salisbury Marina Lot and all improvements located thereon; provided, however, Developer shall not be responsible for any "capital expenditures" (as defined in Section 4.2.8 hereof) relating to the Salisbury Marina Lot or any improvements located thereon; provided, however, Developer shall be responsible for any capital expenditures attributable to any improvements constructed and/or installed by Developer, subject to the prior approval of the City, on any portion(s) of the Salisbury Marina Lot and/or within any improvement(s) existing at the Salisbury Marina Lot as of the commencement of the Initial Term. Subject to the prior written approval of the City and all applicable terms and conditions set forth in the Marina Lease, Developer may construct improvements on the Salisbury Marina Lot for or in connection with Developer's permitted use thereof, as Developer may desire from time to time. The Parties expressly acknowledge and agree that, at all times during the Initial Term of the Marina Lease and any renewal term thereafter: **(i)** Developer shall provide the Salisbury Fire Department, One (1) boat slip, free of charge, for the dockage of the Salisbury Fire Department fire boat; additionally, **(ii)** Developer shall provide One (1) boat slip for use by the Maryland Department of Natural Resources. All costs and expenses of the Salisbury Marina Lot not specially assumed by the City under this Article IV or pursuant to the terms and conditions of the Marina Lease, shall be the sole responsibility of Developer, including, but not limited to, any and all: **(x)** repairs and/or maintenance of improvements located at or constructed on the Salisbury Marina Lot; **(xi)** insurance costs for the Salisbury Marina Lot

and all improvements thereon and the operations conducted thereat as permitted by the terms and conditions of the Marina Lease; (xii) financing costs for improvements made by Developer to the Salisbury Marina Lot and/or any marina facilities as permitted under the Marina Lease; and (xiii) any legitimate demands for money or any assessments against the Salisbury Marina Lot or the City which arise from the existence of the Marina Lease and/or Developer's use and/or operation of the Salisbury Marina Lot and any improvements located or constructed thereon.

- 4.2.8 City Obligations for the Salisbury Marina Lot.** During the Initial Term of the Lease and any renewal term thereafter, the City shall be responsible for all capital expenditures related to the Marina Landing Leased Premises. For purposes of this Agreement and the Marina Lease to be executed by the Parties at Closing as provided herein, the term “**capital expenditure**” shall mean any necessary improvement (as opposed to a voluntary improvement of Developer) or repair to the Salisbury Marina Lot that is by nature not a repair or maintenance to the Salisbury Marina Lot (Developer shall be responsible for such repairs and maintenance and any and all costs or expenses arising therefrom). A capital expenditure would be an expenditure relating to a rebuild or replacement of an improvement to the Salisbury Marina Lot after the end of its economic useful life or due to damage or destruction that is not considered normal wear and tear.
- 4.2.9 Marina Riverwalk.** Upon the commencement of the Initial Term of the Marina Lease, Developer shall be obligated to maintain the Riverwalk located on the Salisbury Marina Lot in good repair, and to extend and connect, at its sole cost and expense, the Riverwalk from the Salisbury Marina Lot to the adjacent property known as “River’s Edge”.
- 4.2.10 Marina Fund and Marina Commission.** The City hereby agrees that the current Marina Fund and Marina Commission shall remain in existence. The Marina Fund shall be maintained by the City to fulfill its obligation under Section 4.2.8. The Parties acknowledge that the current Marina Commission may expand its scope to a broader Port of Salisbury Commission. During the Initial Term of the Marina Lease and any renewal term thereafter, Developer shall have representation on the Commission.
- 4.2.11 City Cooperation for City Marina.** The Marina Lease shall contain language to such effect that, to continue on not less than a semi-annual basis, the City shall pursue any reasonable grants, opportunities, designations, preferred financing, other funding options that may improve the City Marina or other portions of the Marina Landing Leased Premises. Such efforts shall be reported by the City to Developer at least semi-annually, and Developer agrees to cooperate with the City to pursue such opportunities if such opportunities are acceptable to Developer, in its reasonable discretion.

ARTICLE V

PRE-CLOSING DEFAULT BY DEVELOPER OR THE CITY

- 5.1. Default by Developer.** In the event Closing fails to occur by reason of Developer's failure or refusal to perform its obligations in accordance with the terms and conditions of this Agreement, or by reason of any misrepresentation by Developer under this Agreement existing on the Closing Date (any of which shall be considered a “**Developer's Closing Default**”), the City shall have the right to pursue all remedies available to the City, at law and/or in equity, as a result of any Developer's Closing Default, which said remedies available to the City under this Section 5.1 shall include, but not be limited to, the City's right to terminate this Agreement upon written notice thereof to Developer and the City's the right to seek damages against Developer arising from or relating to such Developer's Closing Default.
- 5.2. Default by the City.** In the event Closing fails to occur by reason of the City's failure or refusal to perform its obligations in accordance with the terms and conditions of this Agreement, or by reason of any misrepresentation by the City under this Agreement existing on the Closing Date (any of which shall be considered a “**City's Closing Default**”), Developer shall have the right to elect to: (i) terminate this Agreement by delivering written notice thereof to the City; (ii) waive the condition and proceed to close the transactions contained herein; or (iii) enforce specific performance of the City's obligation to execute the documents required for settlement on the City's conveyance of the Sby Dev. Lot to Developer and the City's lease of the Salisbury Marina Lot to

Developer, each of which shall be subject to all terms and conditions contained in this Agreement and any other agreement(s) to be executed by the Parties as contemplated hereunder, including, with respect to the City's lease of the Salisbury Marina Lot, the Marina Lease. In the event Developer elects to terminate this Agreement upon the occurrence of any City's Closing Default, neither party shall have any further rights, obligations or liabilities under this Agreement except for those which are expressly stated herein to survive the termination of this Agreement.

ARTICLE VI
MISCELLANEOUS

- 6.1 Risk of Loss to the Sby Dev. Lot.** Prior to Closing on the City's conveyance of Sby Dev. Lot to Developer as contemplated by this Agreement, the Sby Dev. Lot shall be held at the risk of the City. In the event of substantial loss or damage to the Sby Dev. Lot prior to the Closing Date, provided such substantial loss or damage to the Sby Dev. Lot does not arise from or relate to the gross negligence or willful misconduct of Developer, Developer, within ten (10) days from the occurrence of such substantial loss or damage to the Sby Dev. Lot, shall deliver written notice to the City specifying Developer's election to: **(i)** terminate this Agreement, in which event this Agreement, and all rights and obligations of the Parties hereunder shall terminate immediately (except for any and all rights and/or obligations of the Parties expressly stated herein to survive termination of this Agreement) and the Parties shall have no further liability whatsoever to one another; or **(ii)** affirm this Agreement, and all terms and conditions contained herein, in which event, the City shall assign to Developer any all of City's rights under any policy or policies of insurance applicable to the Sby Dev. Lot, to the extent permitted by the City's insurance carrier. In the event Developer fails to deliver the aforesaid written notice to the City within the time period set forth in this Section 6.1, Developer shall be deemed to have affirmed this Agreement in accordance with the terms and conditions of subsection (ii) hereof.
- 6.2 Assignment.** Except as set forth in Section 3.12, neither City nor Developer may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Except as set forth in Section 3.12, any attempt by a party hereto to assign this Agreement or such party's right(s) and/or obligation(s) hereunder without the prior written consent of non-assigning party, such assignment shall be deemed void and of no force and effect in any way whatsoever.
- 6.3 Brokers.** The City and Developer each represent to the other that it has had no dealings with any broker, finder or other party concerning Developer's acquisition of the Sby Dev. Lot and/or Developer's lease of the Salisbury Marina Lot as contemplated hereunder. The City and Developer each hereby agree to indemnify, protect, defend (with counsel satisfactory to the other) and hold harmless the other from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) suffered or incurred by the other in connection with any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with the indemnifying party or others on its behalf). The terms of this Section 6.3 shall survive Closing or the earlier termination of this Agreement.
- 6.4 Notice.** Any notice, request, demand, consent, approval and other communications ("**Notice**") under this Agreement shall be in writing, and shall be sent by personal delivery, reputable overnight courier service or certified mail, postage prepaid, return receipt requested. Each Notice shall be sent, addressed to the party for whom it is intended at its address set forth below or to such other address as it may designate for the delivery of Notices to it by giving at least five (5) days prior Notice to the other party in accordance with this Section 6.4:

If to Developer:

With a copy to:

John P. Custis, Esq.
Long, Badger & Sheller, LLP
124 East Main Street
Salisbury, MD 21801

If to City:

With a copy to: Heather R. Konyar, Esq.
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

Any Notice sent by personal delivery in accordance with the foregoing shall be delivered during normal business hours and shall be deemed received when delivered or, if delivery is rejected, when delivery was attempted. Any Notice sent by overnight courier service in accordance with the foregoing shall be deemed received on the first business day following the date sent. Any Notice sent by certified mail in accordance with the foregoing shall be deemed received on the third (3rd) business day following the date mailed.

- 6.5 Integration; Waiver.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the matters set forth herein and the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, relating to the subject matter of this Agreement, including, expressly, the Original Land Disposition Agreement (as defined hereinabove), are merged herein and superseded and canceled by this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 6.6 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws principles.
- 6.7 Waiver by Jury.** EACH OF THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY 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.
- 6.8 Professional Fees.** In the event a party hereto brings any action or proceeding against another party hereunder by reason of any breach of any covenant, agreement or provision on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all actual costs and expenses of the action or proceeding, including reasonable attorneys', accounting, engineering and other professional fees.
- 6.9 Construction.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. All references in this Agreement to Articles, Sections and Exhibits are references to the Articles and the Sections of this Agreement and the Exhibits attached hereto. This Agreement, and all the terms and conditions thereof, 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. All Exhibits attached hereto are incorporated herein by reference.

- 6.10 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns and heirs. If more than one person and/or entity shall execute this Agreement as Developer or subsequently becomes Developer hereunder, then the liability of each such person and entity hereunder, and under each document or other instrument required to be executed and delivered by Developer as contemplated by this Agreement at Closing or otherwise, shall be joint and several.
- 6.11 Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 6.12 No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of the City and Developer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or any documents to be executed and delivered at or in connection with Closing.
- 6.13. Recordation.** Developer, at its sole cost and expense, may record or otherwise place in any public record this Agreement or any memorandum or notice hereof.
- 6.14 Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Developer shall, if requested by the City, execute acknowledgments of receipt with respect to any materials, deposits or other items delivered by the City to Developer.
- 6.15 Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.
- 6.16 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank]
[SIGNATURES APPEAR ON THE PAGE THAT IMMEDIATELY FOLLOWS]*

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and acknowledged this Amended and Restated Land Disposition Agreement as of the date and year first above written.

WITNESS/ATTEST:

“DEVELOPER”:

Salisbury Development Group, LLC

By: _____ (SEAL)

THE “CITY”:

City of Salisbury, Maryland

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

EXHIBIT A

Legal Description of the Sby Dev. Lot

EXHIBIT B

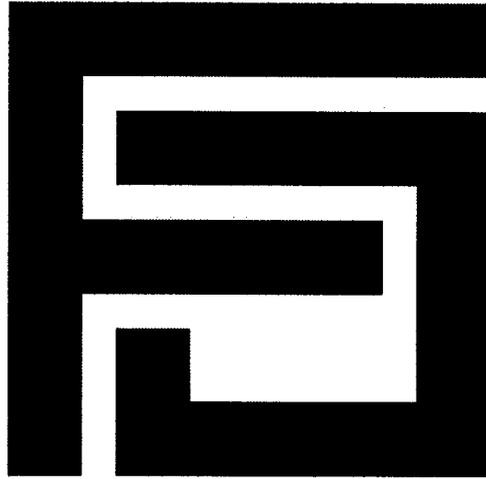
The Marina Landing Subdivision Plat

EXHIBIT C

The Marina Landing Development Plan

EXHIBIT E

Copy of Developer's RFP Proposal



FISHER
ARCHITECTURE

REQUEST FOR PROPOSAL- DISPOSITION & DEVELOPMENT OF THE PORT
OF SALISBURY MARINA

RFP 09-16

JANUARY 22, 2016

SALISBURY DEVELOPMENT GROUP, LLC
656 QUINCE ORCHARD ROAD, SUITE 720
GAITHERSBURG, MD 20878

410.742.0238

KEITH FISHER

A handwritten signature in black ink, appearing to read 'Keith Fisher', written in a cursive style.

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COMPREHENSIVE PLAN FOR REDEVELOPMENT:

Current Site and Surrounding Neighborhood Conditions:

Our team has reviewed the site and has considered many possibilities that fit the site and are in keeping with the surrounding neighborhood. The current neighborhood has a successful restaurant and tiki bar as well as a new apartment complex. Both are examples of redevelopment that have found a way to upgrade the standard of living within the immediate neighborhood.

One asset that is often overlooked by redevelopment in our community is the Wicomico River. Our team feels that it is important to create a development that not only fits with its surroundings, but that becomes a key piece to bringing the community together. This is accomplished by filling a need to the vehicular and pedestrian population while also allowing it to become another destination to the boating community.

In the summer, the existing restaurant is a popular place to gather at the outside bar. It's the only spot in our City that permits boaters to travel up into the City and spend time. Other establishments are blocked by roads and bridges. This site affords our team to add an element that not a lot of other places are able to obtain.

The other significant adjacent use is mainly residential. There are a number of smaller single family homes across the street. These homes are mostly two story wood frame structures that have been a part of Salisbury's history for some time. These homes are mainly rented out to a large portion of Salisbury's workforce population. There are families and elderly occupying these homes currently.

On the adjacent property line the site is bordered by a new apartment community that has redeveloped a major symbol of the economic downturn. What once was planned to be a high end condominium project was shut down and the remains stood for years. This half built structure began to fall apart in front of the entire community over many years. With the redevelopment of the Rivers Edge Apartment Complex, the streetscape and the waterfront have taken a significant upturn. The community supplies a much needed affordable component to our communities housing needs.

Further down river, one of the area's largest and arguably the fastest growing business is the Chesapeake Ship Building. They have added new large scale buildings and have expanded the need for their workforce over the past few years. They have added to the amount of commercial waterfront traffic and have a significant need to employ a workforce that is similar to those living within the surrounding neighborhoods.

The neighborhood also is home to one of Perdue's plants, which also employs a significant number of residents that are within walking distance. This plant has been integral to the local environment for quite some time.

The site also is adjacent to the current City of Salisbury Marina. The Marina is significantly underutilized and in need of major upgrades and differed maintenance. As seen in the report produced within the RFP documents, the financials indicate a major shortfall in money yearly. As long as we are successful in creating and implementing the overall plan for these pieces, it is our teams view the Marina has the potential to become a significant contributor to the success of the overall riverfront district and to the redevelopment of the downtown.

Plan for Redevelopment:

It is our team's ultimate goal to create a development that will provide a destination for the surrounding residents to shop, dine and gather socially. It is also our intent to create a place where businesses can establish themselves by being cohesive with other establishments. We feel that the development will also need a housing component to help support the current workforce and other housing needs.

The first priority is to create a place that will house a couple of restaurants with indoor and outdoor seating. As illustrated in our attached plans, we have designed a space that engages the street front but also allows for expanded views of the Marina and the river. These spaces will be large enough to accommodate full service establishments.

The second programmed use of this building will be to house more than forty apartments. These apartments will be a mix of two and three bedroom styles. They will have access to a number of amenities such as a private swimming pool, a fitness center and access to roof top terraces for gatherings. The team feels that providing market rate apartments along the city's waterfront is a needed amenity for our community. The apartments will be a complimentary component to the restaurant and retail plan for the ground level.

The development team is also interested in acquiring the current Marina. Our team would like to make this an amenity not only for the project, but for the City as well. In our redevelopment strategy we plan on upgrading the current physical conditions of the slips and the finger piers. The slips will need access to power, and security will be increased. With the renovation and upgrade, we feel it will bring more long term leasing opportunities to the boaters within our community. The addition of more boaters will also aid in the success of the proposed retail, as well as the current restaurants in the area.

We are aware that there is currently a committee dedicated to the operation and upkeep of the Marina. It is our intention to suggest that we keep this committee intact and depend upon them to provide much needed input during the transition of ownership, as well as to provide insight on expanding the Marina's marketability to those in the boating community. It will be a priority for our team to make sure that all positions on the committee are filled. We feel this group is essential in keeping the Marina in good standing with the City, as well as acting as a voice for the users of the facility.

We are also planning to maintain the current Marina Dock Master building. It will be our intention over a period of time to upgrade the façade of that building to match the architecture of our Marina Landing project. The position of the Dock Master will be kept and be funded by our development. The Marina provides a much needed service of fuel. We plan to continue that service, however we would prefer to relocate the current position of the fuel supply tank. Its current location is in direct conflict with a prime corner of our development. We have illustrated on our overall site plan the suggested location of the tank.

Our team also plans to construct a boat house and floating dock. It's our intention to create this boathouse to be used by local universities and the City for future crew and rowing activities. As illustrated on our site plan we have allotted for roughly thirty parking spaces for this facility. Access to it will be unencumbered and in no way ever secluded from the development. We have planned for adequate access to the front of the building for trailers and deliveries to the facility. The building will

have its own identity and will be designed in keeping with the architectural style that is respectful of the area.

On the riverfront, the boathouse will have a new floating dock to allow users to access the river. The access point will be coordinated with the creation and redevelopment of the City Riverwalk. We have illustrated how we will pick up the current Riverwalk, extend it down the riverfront along the Marina and link it up to the newer section at the Rivers Edge Apartment. This Riverwalk will be separated from the private docks of the Marina, but the separation will be designed to be unobtrusive and cohesive. The Marina will need to be secure, however we will design points for citizens to take advantage of access and views to the river. There will be a section of the marina that will be for transient boaters and open for that use.

Promotion and Commitment to the Arts:

One of the most exciting portions of our plan is to create a large lawn area between our new development and the marina. This lawn will be suited for gatherings and viewings of performances and family movies. We are planning to construct an entertainment wall that will be used to run performances of movies, advertisements and other events that will encourage many visitors to the Riverfront. The wall will be 25 feet in height and 18 feet wide. There will be a stage at the base of this entertainment wall that will be used for musical performers and other forms of artistic display. We feel this wall is in direct response to the Cities commitment to the arts. The entertainment wall will not only be for the running of family movies but will be a key technological component to the visual arts.

This venue will allow visitors who are walking the Riverwalk, residents of the immediate surroundings, and boaters to enjoy performances within the City limits. We see this as being an enhancement to our community. The development team will seek sponsors for events and other financial support to help offset the cost of constructing it and keeping it running.

The lawn will provide an area for people to congregate and meet for many purposes. It will also serve as a place for the apartment and Marina residents to engage in outdoor activities. We see the space as also being able to support festivals and other art related events.

Parking and Street Scaping :

We will be providing adequate parking for all uses of this site within our property. It is our intention to link the current parking on Lot 1-A with our new lot. This will permit users and visitors to the site to circulate between the parking lots and not need to go back out onto Fitzwater Street to visit Brew River and our proposed amenities. The inter-parcel connection will permit easy flow for visitors of both the Marina Landing project and the existing restaurant. It will also ease traffic flow on Fitzwater Street. Deliveries to the Marina Landing project will flow easier as it will permit multiple points of access.

We are suggesting that parts of Fitzwater Street be re-purposed to accommodate parallel parking. Many cars park in this area currently without the proper accommodation for them. It is our belief that creating these spaces and designing for them will promote better traffic flow. Along with the addition of the street parking, we are committed to adding street lighting and street landscaping that is in keeping with the City of Salisbury's master plan. Our architectural team has been involved in many of the previous downtown redevelopment plans and is extremely familiar with what priorities the new street scaping plan has. We feel that our proposed development enhances those features and will incorporate them quickly.

As stated earlier, additional parking will be segregated for the use of the boathouse and floating launch site. There is an area designated for small trailer storage contemplated as well. The separation of this use and the Marina Landing site will allow the boat house to operate as it needs to in order to be successful. Hours of operation will be flexible and we will defer to the final user to determine. In addition to the link of the Riverwalk, there will be additional pedestrian connectivity between the boathouse, the Marina Landing complex and Fitzwater Street. This connection will encourage visitors to and from surrounding areas, as well as promote safety and security for all people.

We are aware that the City has a pump station located on parcel 1108. It is also our understanding that the City is planning on reconstructing the pump station and moving its location from close to Fitzwater Street further onto Parcel 1100. Given the amount of land available to produce an economically feasible project, we feel that this new location will cause any development to suffer.

We propose to provide the City with alternate location for this facility. Our plan contemplates the relocation of this pump onto a vacant lot directly across Fitzwater Street. We understand that the City has costs associated with this event, and in the following pages we will discuss options for reimbursing the City for that effort.

Schedule of Development:

As with many developments of this scale, we anticipate that there are many unknowns with regard to the timing of the completion of the project. We as a team will remain dedicated and committed to producing a project that will meet set deadlines. This has been demonstrated on past performances by all members of our submitted team.

We believe that the site will contribute to most of the unknowns that will affect our schedule. Not knowing the conditions of what is below the earth will affect the speed of the foundations and redevelopment of the Riverwalk. With that said, we believe that we can handle these types of unknowns based on our experience. The Residences at Riverwalk in Seaford experienced conditions under the soil that our team handled expeditiously and without any delay to the project schedule.

Once we get a clear agreement with our proposed plan with the disposition of the properties, our team will begin to develop all necessary plans for approval. It will be the primary focus of our architectural and engineering team. The current team has extensive experience with the City of Salisbury, and we see no obstacles in that process.

The construction of this type of project can be accomplished within an eighteen month period from the time that building permits are issued. We will have the construction team identified very early on and construction budgets will be solidified prior to the completion of our permit drawings. Our team believes strongly in early input from the general contractor as that will aid in keeping the project on budget and on time.

Our team will work carefully to review the selected general contractor. Although one is not selected at this time we believe there are companies that possess the capacity to be a qualified team member for this.

Ultimately the developer, Salisbury Development Group LLC in this case, desires to deliver upon his promise to provide this development in the City. We all feel that no one gains by failing at this, and thus there is no other option than to exceed. We have succeeded in the past, and see no reason for the Marina Landing project to not succeed.



FISHER
ARCHITECTURE

MARINA LANDING

- A MARINA LANDING
- B BOAT HOUSE
- C EXTERIOR DINING
- D OPEN PUBLIC SPACE
- E ENTERTAINMENT WALL
- F EXISTING T-PIER
(INCLUDED IN OFFER)
- G FIRE BOAT
- H FIRE PARKING
- I FLOATING DOCK
- J EXISTING MARINA OFFICE
- K OVERFLOW PARKING
- L PROPOSED LIFT STATION
- M STORMWATER EASEMENT
- N APARTMENT POOL DECK
- O NEW STREETScape
- P 1ST FLOOR STOREFRONT

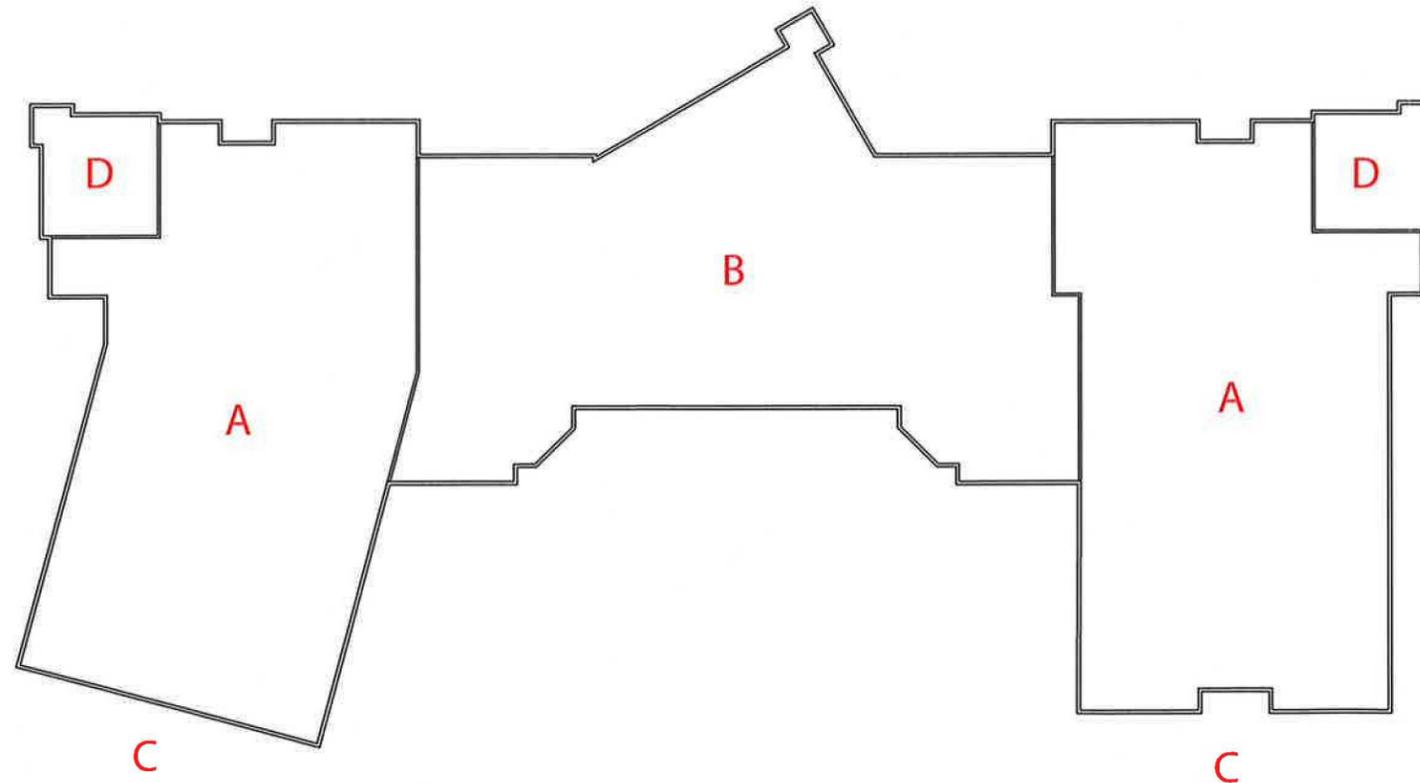
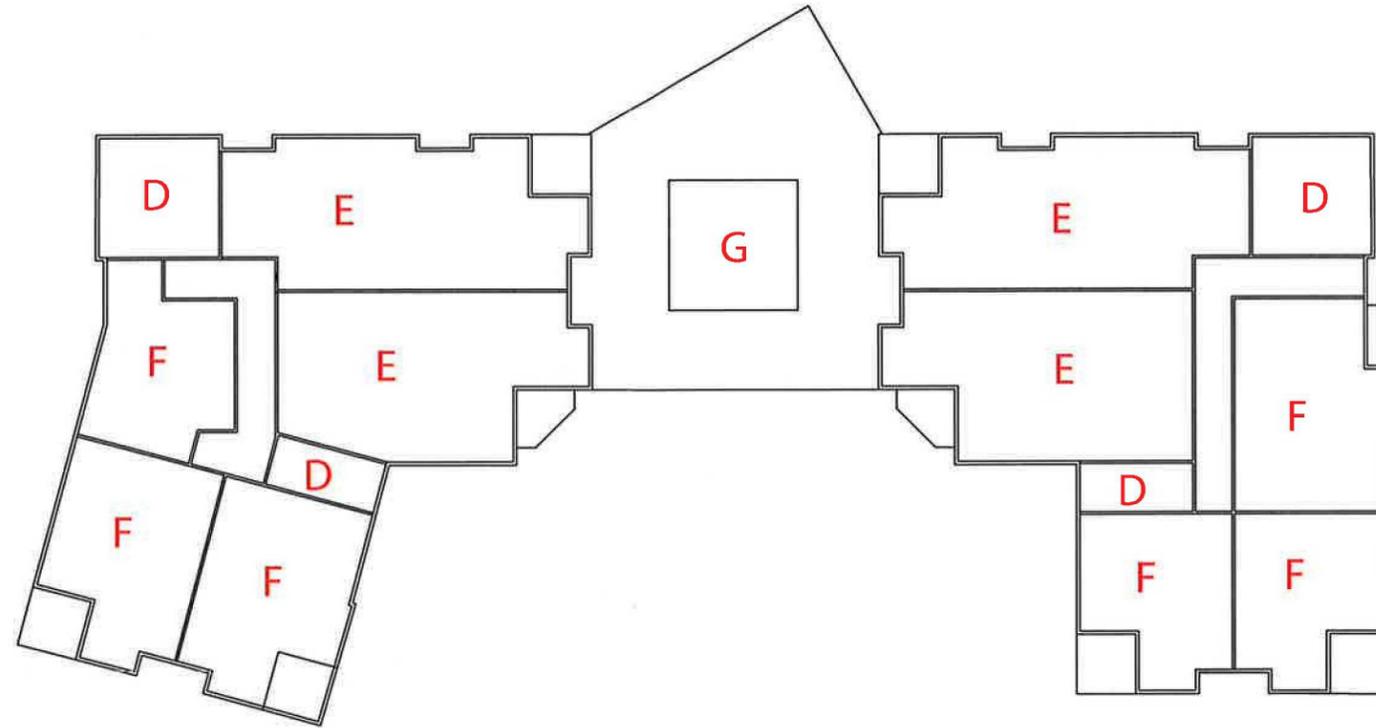




FISHER
ARCHITECTURE

MARINA LANDING

- A RESTAURANT TENANT**
- B RETAIL TENANT**
- C OUTDOOR DINING AREA**
- D APARTMENT VERTICAL CIRCULATION**
- E THREE BEDROOM UNIT**
- F TWO BEDROOM UNIT**
- G APARTMENT POOL DECK**



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ARCHITECTURE
MARINA LANDING



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ARCHITECTURE
MARINA LANDING



Letter of Interest:

To execute this redevelopment plan, we have assembled a team that has extensive experience with each other and projects of this magnitude. The Developer in the case will be Salisbury Development Group LLC and its managing representative will be David Perlmutter. This team is currently redeveloping a major plan in the City of Seaford, De. The overall plan in that area is very similar, in that the City was seeking to find a catalyst to aid in the redevelopment of its downtown. The current team for the Seaford Towne Center is as follows:

Developer – Salisbury Development Group LLC,
David Perlmutter

Architect – Fisher Architecture LLC,
Keith Fisher

Civil Engineer – Parker and Associates,
Brock Parker

This team has successfully negotiated with the City of Seaford for the purchase of many private properties, as well as three properties owned by the City. The developer has shown his past experience and knowledge of how to navigate through and successfully complete a public/private partnership. The result has been a major benefit to the citizens of the City of Seaford. We believe that this team will provide the same professionalism and experience to successfully complete the Marina Landing project with the City of Salisbury. We encourage the reviewers of these pages to reach out to officials with the City of Seaford for a firsthand account of how our team has operated over the past year.

Our team has demonstrated that it has the capacity and the ability to work with the City of Seaford to finalize and adhere to the necessary components of that project, and to facilitate agreements that satisfy both the developer and the City officials. Our team has also produced the necessary documents to have a full site plan approved within four months of the acceptance of the concept.

It is with that previous demonstrated experience that we believe our team will be able to quickly navigate through the LDC, and will be properly prepared and poised to begin the necessary documents to achieve the full approvals for a development project.

DAVID PERLMUTTER

FAITH PERLMUTTER DIAMOND

David Perlmutter and Faith Perlmutter Diamond are twins who entered their family real estate business after working on their own in other real estate ventures. David began his real estate career in 1984 at the footsteps of the University of Maryland. David and a partner obtained all local approvals, built and leased Campus Village Center, a retail strip center only steps from the University on US Route 1. Faith began her real estate career in 1985 as an Assistant Vice President in the real estate lending department of Ensign Bank in New York City. After working at the bank for two years, Faith was hired by SKS Associates, an affiliate of Smith Barney Real Estate, to help acquire foreclosed properties from large insurance companies and pension funds. In 1986, David started to work with his father in the family business. After working in the New York real estate world for four years, Faith moved home in 1989 to join David in their family business.

The Perlmutter have been involved in the residential home building, land development for national homebuilders, church construction, light industrial, R&D business centers and commercial real estate markets throughout the Washington, D.C. metropolitan area for over 60 years. As we continue the third generation of Perlmutter entities, our philosophy has not deviated from that of our father and grandfather whose practice of real estate development meant hard work and delivering quality products.

The residential market that the Perlmutter organizations have targeted is first or second home, affordable type housing for the masses as well as apartments. This approach has been very successful for three generations of Perlmutter and we intend to continue in these markets. During the past three generations, the Perlmutter have built over two thousand (2,000) homes in the Washington, D.C. suburbs. In addition, we have developed over one thousand (1,000) finished lots for national builders.

The commercial division has excelled in building light industrial, R&D business centers, churches and retail strip shopping centers. Our emphasis is on economics which follows our residential philosophy. The Perlmutter organization has built Class B rental warehouses and R & D centers, avoiding the glamorous and more elaborate office buildings of marble and glass. We have developed, built and managed over one million five hundred thousand (1,500,000) square feet of commercial space over the years.

Currently the Perlmutter Diamond team is redeveloping a majority of the waterfront and downtown business district in Seaford, Delaware. Their contractor, Nason Construction, has commenced construction of the first phase of The Residences at River Place which is a 72 unit gated apartment complex with docks, clubhouse, pool, covered parking, etc. (See attached)

WARREN H. DIAMOND

AMERICAN REAL ESTATE MANAGEMENT ASSOCIATES

AMERICAN SELF STORAGE MAGEMENT ASSOCIATES

Warren H. Diamond, Member and Chief Executive Officer, founded American Real Estate Management Associates for the purpose of real estate development.

Seeing the ever increasing need, opportunity and trend for self-storage in the North East U.S., Mr. Diamond formed the American Self-Storage brand in 1986.

Warren H. Diamond used his vision of knowing the value in repurposing old outdated warehouses into new "state of the art" self-storage facilities. To date, American Self-Storage Management Assoc. has converted its current portfolio of fifteen (15) properties consisting of 2 million Square Feet into a regional brand ranked in the "Top 100" self-storage companies in the country.

American Real Estate Management owns, manages and develops over 4 million sq. ft. of real estate throughout the country. Warren H. Diamond specializes in converting industrial properties into self-storage facilities as well as converting self storage facilities into commercial sites. He has been a pioneer in investing in the West Side of New York City. His most notable transaction is 500 Tenth Avenue, located a few blocks from the Lincoln Tunnel. Mr. Diamond relocated the existing self-storage facility so that DHL, the German based worldwide shipper could occupy the building. DHL has a 20-year lease which represents an \$181,000,000.00 value. Another notable transaction on New York City's West Side was the purchase of 636 Eleventh Avenue out of foreclosure auction for \$46,000,000.00. Two years later, the building was sold for \$95,000,000.00.

American Real Estate has also converted self storage sites for residential use as well as converting a hospital site to a residential site. Presently, American has approvals for 700,000 square feet of mixed use residential/commercial space in the Yankee Stadium Redevelopment Zone in the Bronx, N.Y. and 160 residential units on the ocean in Atlantic City, New Jersey called the Breakers AC (WWW.BREAKERSAC.COM).

In addition, American Real Estate has facilities in Riverside, California. American has converted an old theater to a national vocational school, called Kaplan College.

American Self Storage Management and American Real Estate Management continue to grow their real estate portfolios through the "hands on" management style of Mr. Warren H. Diamond and his national management team.

Currently the Perlmutter Diamond team is redeveloping a majority of the waterfront and downtown business district in Seaford, Delaware. Their contractor, Nason Construction, has commenced construction of the first phase of The Residences at River Place which is a 72 unit gated apartment complex with docks, clubhouse, pool, covered parking, etc. (See attached)

Financial Capacity/ Proposed Offer of Disposition:

Contained within the previous pages we have outlined the pieces of which we are intending to redevelop. In order to accomplish these goals and bring the City a much needed amenity, we are going to offer a scenario by which we will take ownership of the lands and the marina. We have separated them below so that the scenario can be tracked effectively:

Purchase of Parcel 1108:

We are suggesting that the City sell the land to our team for the value of **\$1.00**. In recognition of this sale, our team will redevelop the land and construct the Marina Landing project. In addition to this, we are agreeing to construct a new separate facility for the use of a boat house. This facility will be created for the use by the City. It will have clear unobstructed access from Fitzwater street and there will be clearly identified parking to serve this facility. Contained within this area, the developer will grant five parking spaces for specific use of the Salisbury Fire Department. We would like to suggest that any money the City has received for the construction of the boat house be retained by the city to pay for other obligations for grants received.

The developer will construct the boat house on the land that is to be owned by our team. The City will engage in a lease to the developer for a period of 99 years and the cost for the lease will be \$1.00. In doing so the developer will retain ownership of the land, the building and the parking associated with it.

The redevelopment will also incorporate the construction of a floating boat launch for public use. It will be in conjunction with the construction of the boat house. We are suggesting to construct this facility and will work with the City to provide a reasonable accommodation.

We are also offering to propose an alternate location for the pump station that is currently on site. We are of the understanding that the City has paid for engineering for the proposed construction. We feel that the proposed location will be detrimental to our proposed development. It is with this in mind that we are suggesting that the new pump station be constructed on a piece of land directly across the street. In providing this relocation, Salisbury Development Group LLC will pay for the engineering cost of the relocation. The City will continue to plan to pay for the cost to construct the pump house as it previously has. We see the relocation to be a mirror image of what has already been proposed, therefore we feel the cost of construction should not be adversely effected.

Marina: Offer to purchase Marina \$60,000

We would like to propose purchasing the Marina. It is our understanding that based on financial documents provided by the City the current Marina expenses more than it receives in revenue. Therefore at the present time this amenity is drastically underserved. With our plan for redevelopment, we believe that we will bring more users to the facility thus turning into a revenue producing feature.

The current state of the Marina is in need of repairs to the decking and some minor repairs to the structure of some of the docks. We anticipate making these repairs and will do so during the final phases of the construction of the Marina Landing project.

In more detail, with our offer to purchase the Marina for an increased amount we are suggesting that the city make the upgrades from the grants it received. The upgrades include the utility and pedestals and the construction of the boat launch. The value of the three grants- \$25,000, \$5,000 and \$40,000 for these items- totals \$70,000. The suggestion of a lower price is based on the fact that we are not interested in purchasing the slips in front of the Brew River restaurant, the dock for the Maryland Lady and the T pier currently utilized by Brew River. The next paragraphs will specify the exact number of slips we are interested in purchasing. Once the upgrades are complete we will finalize our offer to purchase the Marina.

Our team is going to spend significant money in upgrading the walk surface, we are going to construct the Riverwalk and we are going to be spending funds to make structural repairs to some of the existing piers. We are also planning on enhancing the security for the boats that are long term renters of the slips. Secure fencing and other features that will not take away from the public's access to the river but will also add to the marketability for the slips.

We are suggesting that the marina be divided up and that we are only purchasing the slips as identified in our submission. It is our understanding from the information in the RFP that Mr. Hanna has the right to use the fourteen slips directly in front of the Brew River Restaurant. It also states that Mr. Hanna has the right to continue to use the slip that the Maryland Lady previously docked. Mr. Hanna has the right to use the easterly portion of the T pier. The agreement with Mr. Hanna went on to suggest that he had the right for a period of time to utilize the slips to the west on the T pier but that has since expired. It is our position that we do not want to infringe upon that agreement and take ownership of anything Mr. Hanna has under his right to use. We would like to exclude the fourteen slips in front of Brew River, the area that the Maryland Lady docked at and the entire T pier that is closest to Brew River. The City can at that point approach Mr. Hanna to engage in a relationship to maintain, own or lease however the parties see appropriate. It is truly our belief that if we take ownership of those slips it will not promote a positive relationship between the proposed neighbors.

Regardless of either option we will continue to keep the marina open to the public as it is now. We will also continue to sell fuel as it does now. The amount of money that is currently the Marinas budget can be utilized by the City as it sees fit. These amenities will remain as they currently exist and we feel will be enhanced by a greater operating budget from the new owner.

Parcel 1100:

With specific regard to Parcel 1100, we will be suggesting to have this parcel re-subdivided as is suggested in the illustrations within this package. It is our understanding that the City will continue to own and operate the one hundred and fourteen parking spaces contained within Lot 1-A. We feel that these spaces serve a much needed area for all users. In combination with the proposed parking of the Marina Landing project we are planning these one hundred and fourteen will be a reasonable regional solution to parking. We would also assert that the parking contained on Lot 1-A shall be protected for the use of a parking lot. This parking lot will adequately serve both the existing restaurant and be a good addition to the parking our development is providing.

In addition to the re-subdivision, as suggested previously that the Parcel be further divided so that the T pier that is utilized by Brew River be removed from the parcel. As we understand, the City gave Mr. Hanna the right to use the eight slips east of the T pier for an unlimited amount of time. It also went further to grant Mr. Hanna the use of the eight slips to the west for a period of time. We would like to not have any ownership of this specific T pier. Therefore parcel 1100 will be subdivided to remove the land currently occupied by the parking and it will create a new line on the west separating the T pier under the control of the City. The parking spaces that are contained within the Parcel outline will then become part of Lot 1-A. This re-subdivision work will be completed by Salisbury Development LLC and its engineer.

With the re-subdivision, Parcel 1100 is significantly reduced to contain very minimal land. In fact the majority of the land contained will be dedicated for the use of the City Riverwalk. It will contain the Marina building that we feel can serve as a starting point for our redevelopment efforts. It will eventually need to be renovated to accommodate the upgrades we are suggesting. Therefore we are proposing that the City sell this land to us for the value of **\$1.00**.

Summary of Proposed Agreement

In order to make sure we have explained our stance clearly, below is a brief summary of our offer.

We are asking the City to convey to our team the Land in Parcel 1108, the re-subdivided land in Parcel 1100 and sixty one boat slips within the Marina for a price of \$60,002.

In return for the City agreeing to the sale, we are going to provide:

1. A major redevelopment mixed use project to be sited on Parcel 1108.
 - a. The development will attract an influx of people for the downtown.
 - b. The development will add numerous new jobs in the area.
 - c. The development will invigorate a new desire to populate the City marina.
 - d. The City of Salisbury will become a new destination for boaters.
 - e. The proposed entertainment wall will attract many different types of people within the surrounding areas to visit the Salisbury area.
 - f. The development will include roughly forty apartment units.
 - g. The development will allow for approximately 15,000 g.s.f. of retail and restaurant space.
 - h. The development will create an outdoor stage to attract performances for all types.
2. The design and construction of an approximately 9,800 s.f. boat house for the use of the City as well as the link for the new kayak and canoe launch facility.
 - a. This facility will be used by local educational facilities or as the City sees desirable. The developer's requests that the City verify the proposed users are good fits to the Marina Landing Property.
 - b. The City will lease the space from the developer and decide who is to utilize the space in the future. The suggested Lease term is **\$1.00** for 99 year period.
 - c. The developer will provide property management of this building at no charge for a period of ten years. The ten year period will begin once the Lease is executed and the building is occupied. After ten years the city will agree to pay a reasonable market rate fee. Upon the agreement of the parties a further developed agreement will take place.
3. The cost of engineering for the relocation of the pump station to a more conducive location.
 - a. Our team has under contract two parcels of land across the street from the location identified by the City.
4. With regard to the payback of the grants, we offer the following:
 - a. The 2011 grant for the fuel pump for a value of \$99,000: It is our understanding from the information provided in the first addendum issued on 1.14.2016 that if we keep the fuel sales open and maintain them that this grant does not need to be reimbursed. It is our plan to keep them open and in operation as they currently are, therefore no repayment is suggested.
 - b. The 2016 grant in the amount of \$25,000: We are planning on purchasing the property. We feel that if the city accepts our offer to purchase the Marina the City will utilize these funds to make the suggested upgrades prior to the transition of ownership.
 - c. The 2014 Grant of \$5,000 for the construction of Kayak Launch can remain in the Cities possession provided we are sold the land in Parcel 1108 for \$1.00. It is our position that the City should proceed with the construction of this launch. The purchase of the

Marina and the land adjacent to the location of this facility will not conflict with the use. We are offering to provide a lease of 99 years at virtually no cost, the launch will be a direct benefit to the user of the boat house.

- d. The 2017 Grant that has not been awarded for \$25,000 can remain the Cities. We are not sure what the grant is for and thus have no need for it.
 - e. The 2014 grant of \$40,000 for Recreational Trails Program can be utilized by the City to construct the Kayak and Rowing water access. We are not expecting any conflicts with this public access.
 - f. It is our belief and potential understanding that there are funds available for the construction of the boat house structure. We would like to receive those funds in exchange for the low cost lease the City is being offered for the use of the building. We are also planning to construct the building and provide a finished interior environment. These funds will go toward that construction of this facility if they exist.
5. Construction of eleven on street parallel parking spaces. This scope will include the installation of the city approved streetscaping and lighting. This will be in keeping with the Cities current main street specification.



TO: David Perlmutter
FROM: Brian Gottschalk
DATE: January 12, 2016
RE: Potential real estate development project

David,

Thank you for reaching out to County Bank in regards to your real estate development efforts in the Delmarva marketplace.

Based on our conversations, the opportunities we have discussed fall within the guidelines for loans/projects that County Bank is looking to finance. As you are aware, County Bank is looking forward to working with yourself, Warren and Faith. A project falling in the 5-10 million dollar range falls within the Banks funding capabilities.

The Salisbury project sounds like a great opportunity to facilitate the revitalization movement in the downtown area.

Please keep me informed as to your progress and let me know if there is anything I can do to assist you.

Sincerely

Brian Gottschalk

Vice President, Commercial Lending

Rehoboth Beach
(302) 226-9800

Long Neck
(302) 947-7300

Milford
(302) 424-2500

Millville
(302) 537-0900

Georgetown
(302) 855-2000

Lewes
(302) 645-8880

Milton
(302) 684-2300

Perimeter Management Group Inc
631 Chesa Ocean Road Suite 720
Catawba, MD 21037
1-514-271-5700

WELLS FARGO BANK, NA
66-32300

16696

PAY TO THE ORDER OF City of Salisbury

\$ 5,000.00

Five Thousand and 00/100

DOLLARS

City of Salisbury
125 N. Division St. RM B10
Salisbury, MD 21801

MEMO City Marina Site RFP 09-16

NON NEGOTIABLE INSTRUMENT

Perimeter Management Group Inc

16696

Date	Type	Reference	Original Amt.	Balance Due	1/14/2016 Discount	Payment
1/14/2016	Bill	RFP09-16 Marina Site	5,000.00	5,000.00		5,000.00
			Check Amount:			5,000.00

WF - Operating 7540 City Marina Site RFP 09-16

5,000.00

ADDENDUM A- CITY FORMS

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL RFP 09-16

To Whom It May Concern:

We hereby submit our proposal for City owned property, described as Parcel one or Parcel two and as indicated in the Contract Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Purchase Amount for **property as described herein.** (expressed in USD currency format)

\$ 60,002 (REFER TO DETAILS)

Proposal Purchase Amount (expressed in written words)

SIXTY THOUSAND AND TWO DOLLARS

Proposal Lease Amount property as described herein. (expressed in USD currency format)

\$ N/A

Proposal Lease Amount (expressed in written words)

N/A

Firm Name

Salisbury Development Group LLC

Firm Address

656 Quince Orchard Rd, Suite 720, Gaithersburg, MD 20878

City/State/Zip

(301) 921 - 8700 Telephone

(301) 921 - 8706 Fax

dp811@aol.com Email


Signature

David Perlmutter

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, David Perlmutter am the Member
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Salisbury Development Group LLC

(Name of Firm) whose
address is:

656 Quince Orchard Rd, Suite 720

(Street)
Gaithersburg, MD 20878

(City/State/Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Developer for which I am acting.

Except as described below, neither I nor the above Developer, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

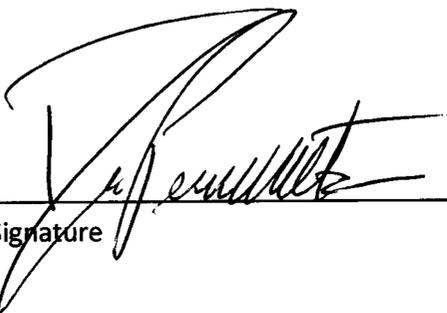
N/A

I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.



Signature

David Perlmutter
Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Salisbury Development Group LLC

TYPE OF COMPANY (circle one):

ADDRESS: 656 Quince Orchard Rd, Suite 720
Gaithersburg, MD 20878

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

***Limited Liability Corporation**

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Warren Diamond	Manager	50%
Faith P. Diamond	Member	25%
David Perlmutter	Member	1%
David Perlmutter Family Holdings LLC	Member	24%

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

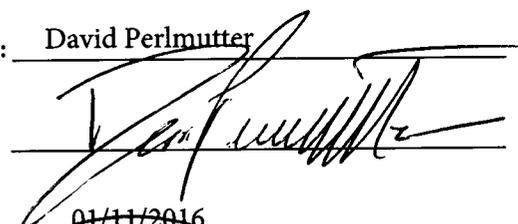
NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
N/A		

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	X _____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposaling or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	X _____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	X _____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	X _____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: David Perlmutter

SIGNATURE: 

DATE: 01/11/2016

WITNESS: 

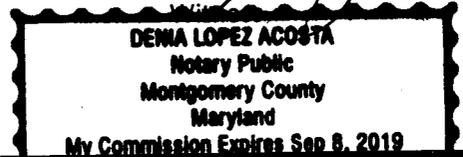


SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

David Perlmutter being first duly sworn, deposes and says that:

1. He/she is the Officer (Owner, Partner, Officer, Representative or Agent) of Salisbury Development Group LLC, the Developer that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposaling in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

Witness



By: [Signature]
Signature
David Perlmutter

Printed Name
Member

Title