

RESOLUTION NO. 3135

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 ANNEXATION AGREEMENT WITH VANTAGE POINT SALISBURY PARTNERS I, LLC, SETTING FORTH THE TERMS AND CONDITIONS GOVERNING THE PRIOR ANNEXATION AND FUTURE DEVELOPMENT OF THAT CERTAIN REAL PROPERTY IDENTIFIED AS PART OF MAP 29, PARCEL 219.

WHEREAS, pursuant to Resolution No. 1190 (the “**Annexation Resolution**”), passed by the Council of the City of Salisbury (the “**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**”), 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, (Exhibits B-C of the Annexation Resolution are hereinafter referred to collectively as the “**Original Agreement**”); and

WHEREAS, the Annexed Property includes that certain real property owned by Vantage Point Salisbury Partners I, LLC (“**Petitioner**”) being a part of that certain lot and parcel of land identified as Map 29, Parcel 219 and consisting of: (i) approximately 24.11 acres of land, more or less, identified as “**Parcel G**” (the “**Development Property**”) on that certain proposed resubdivision 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. (the “**Resubdivision Plat**”) (a copy of the aforesaid proposed Resubdivision Plat is attached hereto and incorporated herein as **Exhibit A**); and (ii) approximately 2.65 acres of land, more or less, identified as “**Parcel J**” on the Resubdivision Plat (Parcel J and the Development Property are hereinafter referred to collectively as the “**Vantage-Point Parcels**”); and

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 City and Petitioner have determined the terms and conditions set forth in the Original Agreement make such development of the Vantage-Point Parcels infeasible; and

WHEREAS, the City, pursuant to the authority contained in the MD Code, Local Government, Section 4-101, et seq., and Petitioners have agreed to amend the terms and conditions contained in the Original Agreement as more particularly set forth in the Amended and Restated Annexation Agreement (the “**Amended Agreement**”) attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, by this Resolution, the Council hereby approves the Amended Agreement (attached hereto and incorporated herein as **Exhibit B**) and hereby authorizes the Mayor’s execution thereof on behalf of the City, and, upon the Mayor’s execution of the Amended Agreement, all of the terms set forth in the Amended Agreement shall be deemed and otherwise construed to supersede and replace the Original Agreement.

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

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that certain Amended and Restated Annexation Agreement, by and between the City of Salisbury and Vantage Point Salisbury Partners I, LLC, attached hereto and incorporated herein as **Exhibit B** (the “**Amended Agreement**”).

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

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

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

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 22nd day of November 2021 and is to become effective immediately upon adoption.

ATTEST:



Kimberly R. Nichols, City Clerk

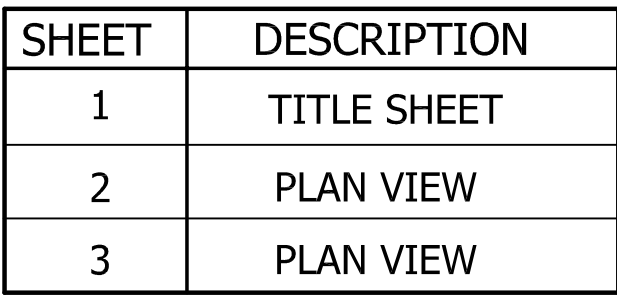


John R. Heath, City Council President

Approved by me, this 7th day of December, 2021.



Jacob R. Day, Mayor



SHEET	DESCRIPTION
1	TITLE SHEET
2	PLAN VIEW
3	PLAN VIEW

- LEGEND**

 - > CONCRETE MONUMENT PLACED
 - > BUILDING SETBACK LINE (BSL)
 - > DRAINAGE AND MAINTENANCE EASEMENT
 - > 10' CITY OF SALISBURY UTILITY EASEMENT
 - > PROPERTY LINE TO BE ELIMINATED PER THIS PLAT
 - > PROPERTY LINE TO BE ADDED PER THIS PLAT
 - > 10' CITY OF SALISBURY UTILITY EASEMENT TO BE ELIMINATED PER THIS PLAT
 - > PORTIONS OF THE 20' DRAINAGE AND MAINTENANCE EASEMENTS TO BE ELIMINATED PER THIS PLAT

GENERAL NOTES

- 1) THE PROPERTY SHOWN HEREIN IS CURRENTLY OWNED BY:
VANTAGE POINT AT SALSBRURY PARTNERS I LLC
C/O CRAIG STEPHENS
707 EAGLEVIEW BLVD SUITE 107
EXTON, PA 19341
- 2) DEED REFERENCES: 481/19, 2811/601, 2895/563, 2596/601, 2895/619
- 3) PLAT REFERENCE: 16/261, 13/148
- 4) TOTAL AREA OF PARCEL = 30.36 ACRES
- 5) TOTAL NUMBER OF EXISTING LOTS = 75
- 6) TOTAL NUMBER OF PROPOSED LOTS = 75
- 7) TOTAL NUMBER OF EXISTING HOMES = 2
- 8) TOTAL NUMBER OF PROPOSED PARCELS = 4
PARCEL A = 1,050.03 SQ.FT./0.02414 ACRES;
PARCEL B = 115,009.88 SQ.FT./2.654 ACRES;
PARCEL C = 41,093.51 SQ.FT./0.936 ACRES;
PARCEL D = 115,370.33 SQ.FT./2.654 ACRES
- 9) TOTAL AREA OF PARCELS = 1,322,390.73 SQ.FT./30.36+ACRES
- 10) THE PRESENT ZONING MAP FOR THIS AREA RESIDENTIAL
- 11) THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE B1.
- 12) THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PLAN #2405C025AE (PANEL P54 OF 375). DATE 8/17/2015, AS BEING IN FLOOD ZONE X, AREA OF MINOR FLOODPLAIN.
- 13) NO PORTION OF TRACT WILL BE SET ASIDE FOR PUBLIC USE, THEREFORE THE BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WHAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
- 14) THE PROPERTY IS LOCATED ON THE CITY OF SALSBRURY PROJECT MAP#217.
- 15) THE TRACT WILL BE USED FOR PRIVATE SEWAGE TREATMENT AND TRASH COLLECTION WITH EXCEPTION TO THE CLUB HOUSE OF WHICH THE TRASH COLLECTION WILL BE PRIVATE.
- 16) CITY OF SALSBRURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY OF SALSBRURY FOR THE CITY'S UTILITY INSTALLATION, SIDEWAYS, DRIVEWAYS AND OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OR SHRUB OR THE OWNERS ASSOCIATION. NO STRUCTURAL IMPROVEMENTS, TREE OR SHRUB PLANTINGS OR OTHER SUCH PUBLIC USE ARE ALLOWED THAT COULD INTERFERE WITH OR OBSTRUCT THE CITY OF SALSBRURY UTILITY EASEMENTS, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALSBRURY .
- 17) ALL POWER LINES, TELEPHONE LINES, GAS LINES, NOT LIMITED TO, ELECTRIC, TELEPHONE, GAS AND C.A.T.V., SHALL BE INSTALLED OUTSIDE THE CITY OF SALSBRURY UTILITY EASEMENTS, PERPENDICULAR CROSSINGS WILL BE ALLOWED.
- 18) WITHIN THE AREA DESIGNATED AS "DRAINAGE AND MAINTENANCE EASEMENTS," OBJECTS SUCH AS STRUCTURES, SIGNAGE, UTILITIES, ETC., SHALL NOT BE PLACED THEREIN WHICH MAY ACT AS AN OBSTRUCTION TO THE INTENDED USE AND/OR MAINTENANCE OF THIS EASEMENT SHALL NOT BE PERMITTED.
- 19) THE APPROVAL OF THE CITY OF SALSBRURY DEPARTMENT OF PUBLIC WORKS DOES NOT RELIEF THE APPLICANT FROM HIS RESPONSIBILITY TO COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.
- 20) ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE CITY OF SALSBRURY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
- 21) PRIVATE IRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL F.SALSBURRY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT.
- 22) WATER AND SEWER CONNECTIONS WILL BE AND WILL BE RESERVED FOR THIS SUBDIVISION; SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 23) OWNER/DEVELOPER, AND SUBSEQUENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, SHALL NOT MODIFY THE INDIVIDUAL LOT GRADING PLANS AND/OR THE IMPROVEMENTS OR CONSTRUCTION PLAN, AND THE CITY OF SALSBRURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT, WITH CONSTRUCTION, GRADING OR LANDSCAPING.
- 24) PER CITY CODE SECTION 13.28.060 ITEM b6: IF A STORMWATER MANAGEMENT PLAN IS REQUIRED TO BE OBTAINED FOR THE SITE, IT IS THE RESPONSIBILITY OF THE DEVELOPER TO OBTAIN FROM ADJACENT PROPERTY OWNERS ANY EASEMENTS OR NECESSARY PROPERTY INTERESTS CONCERNING FLOWAGE OF WATER, APPROVAL OF A STORMWATER MANAGEMENT PLAN DOES NOT CREATE OR AFFECT ANY RIGHT TO DRIP OR RUN OFF INTO ADJUCENT PROPERTY WITHOUT THAT PROPERTY OWNERS PERMISSION.

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO REMOVE LOTS 41-66, 75-92 AND 98-116, PARCEL E, PARCEL F AND ALL ROADS, CITY OF SALISBURY UTILITY EASEMENTS, BUILDING SETBACK LINES, DRAINAGE AND MAINTENANCE EASEMENTS, AND ALL MONUMENTS WITHIN THOSE LOTS AND THE RESUBDIVISION OF PARCEL F.

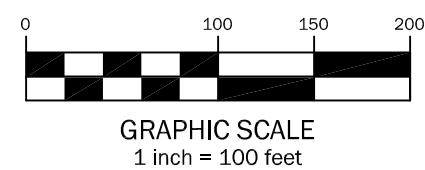
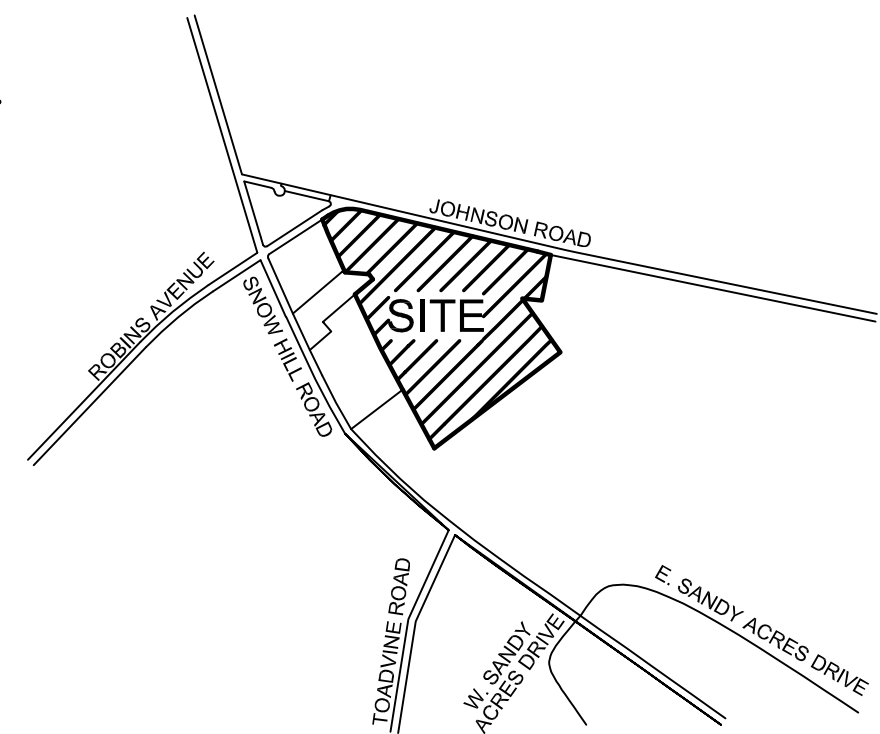


Exhibit A



VICINITY MAP = 1" = 2000'

WICOMICO COUNTY FOREST CONSERVATION ACT

THIS SUBDIVISION IS BOUND BY THE AGREEMENTS AS SET FORTH IN
FCA# ON FILE IN THE PLANNING OFFICE.

PLANNING DIRECTOR	DATE
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APPROVED: _____ City Project # ??-????
CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

AMANDA H. POLLACK, P.E. _____ DATE _____
DIRECTOR

APPROVED:
CITY OF SALISBURY, PLANNING & ZONING COMMISSION

PLANNING & ZONING COMMISSION	DATE
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WATER AND SEWER WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE.

VANTAGE POINT AT SUMMERSGATE, LLC C/O GREG STEVENS	OWNER	DATE
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THIS SUBDIVISION IS APPROVED IN CONFORMANCE WITH THE WICOMICO COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN AND WILL BE SERVED BY COMMUNITY WATER SUPPLY AND COMMUNITY SEWERAGE PROVIDED BY THE CITY OF SALISBURY


WICOMICO COUNTY HEALTH DEPARTMENT

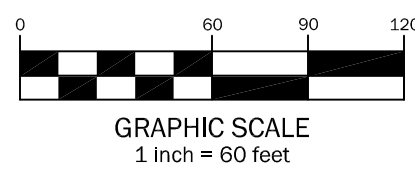
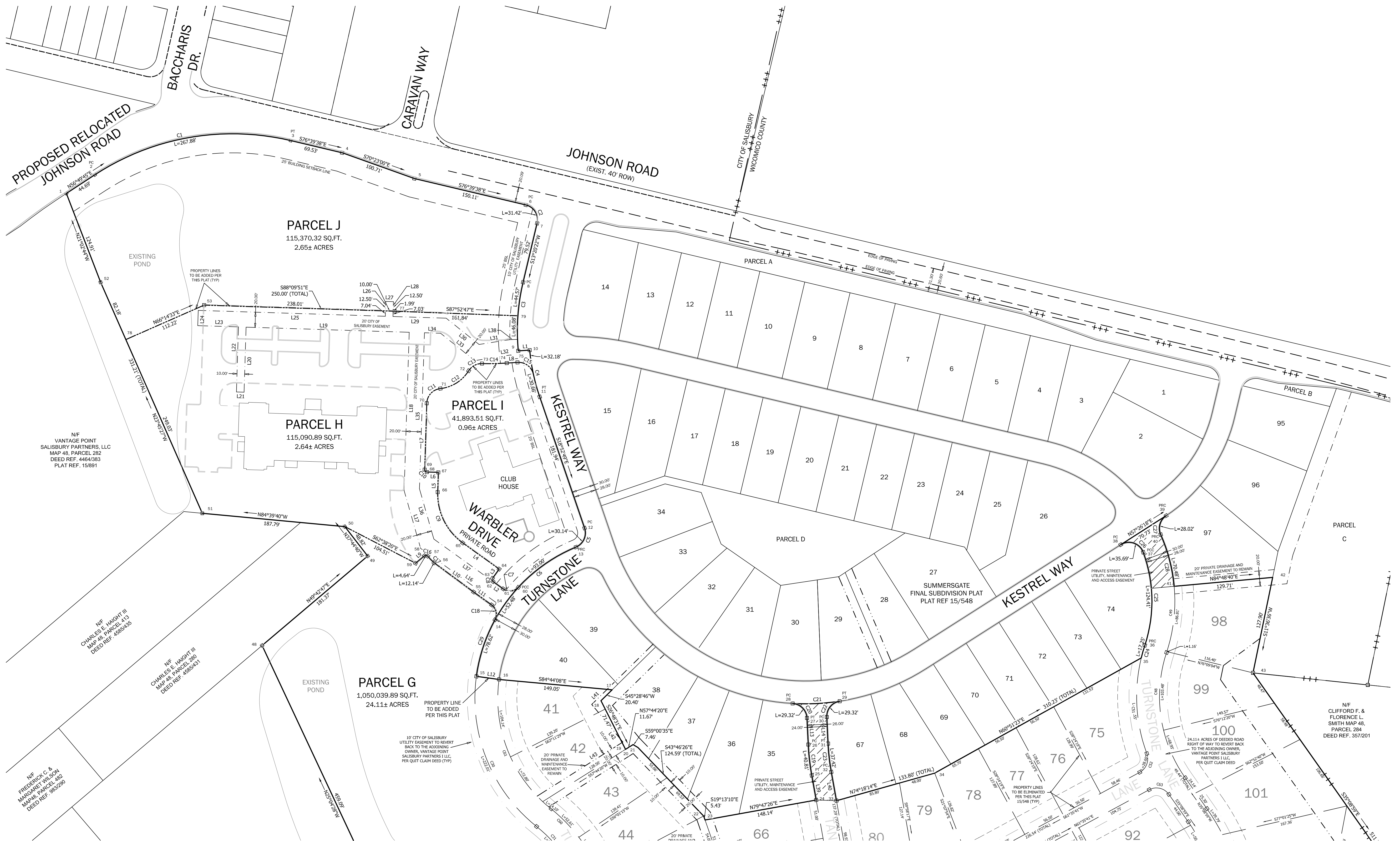
"I/WE CERTIFY THAT THE REQUIREMENTS OF REAL PROPERTY SECTION 3-101 OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAVE BEEN COMPLIED WITH"

SURVEYOR: BROCK E. PARKER LIC# 21193 EXP 07/24/2022 DATE

OWNER/REPRESENTATIVE: VANTAGE POINT AT SUMMERSGATE, LLC DATE: 11/11/2014

VANTAGE POINT AT SUMMERSGATE, LLC
C/O GREG STEVENS
411 EAGLEVIEW BLVD SUITE 114
EXTON, PA 19341

<p>AND PARCEL F, ION PLAT™ PARTNERS ILLC</p>	<p>SURVEYING FORESTRY</p> 
<p>CITY, MARYLAND</p>	
<p>FAX MAP</p>	
<p>48</p>	
<p>PARCEL</p>	
<p>753, 279</p>	
<p>CIVIL ENGINEERING</p>	<p>INC. SITE PLANNING</p>



SHEET 2 OF 3

REVISIONS	
DATE	BY
06/02/2020	EDR
10/20/2020	EDR
DWG	S1750/RESUBDIVISION

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
JOB NO.	S1750	DRAWN BY	EDR
TAX MAP	48	PARCEL	753, 279

SURVEYING FORESTRY

PARKER & ASSOCIATES

1551 BELLSHARD RD. SALISBURY, MD 21801-1551

CIVIL ENGINEERING INC. SITE PLANNING

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”:

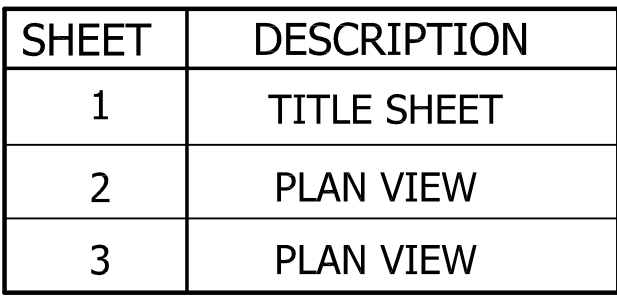
Vantage Point Salisbury Partners I, LLC

By: _____ (Seal)
Greg Stevens, Authorized Representative










THE “CITY”:

City of Salisbury, Maryland

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



SHEET	DESCRIPTION
1	TITLE SHEET
2	PLAN VIEW
3	PLAN VIEW

LEGEND	
	- CONCRETE MONUMENT PLACED
	- BUILDING SETBACK LINE (BSL)
	- DRAINAGE AND MAINTENANCE EASEMENT
	- 10' CITY OF SALISBURY UTILITY EASEMENT
	- PROPERTY LINE TO BE ELIMINATED PER THIS PLAT
	- PROPERTY LINE TO BE ADDED PER THIS PLAT
	- 10' CITY OF SALISBURY UTILITY EASEMENT
	- TO BE ELIMINATED PER THIS PLAT
	- PORTIONS OF THE 20' DRAINAGE AND MAINTENANCE EASEMENTS TO BE ELIMINATED PER THIS PLAT

GENERAL NOTES

- 1) THE PROPERTY SHOWN HEREIN IS CURRENTLY OWNED BY: VANTAGE POINT AT SALSIBURY PARTNERS I LLC
C/O GARY STEPHENS
707 EAGLEVIEW BLVD SUITE 107
EXTON, PA 19341
- 2) DEED REFERENCES: 481191/19, 2811/601, 2895/563, 2968/601, 2895/659
- 3) PLAT REFERENCE: 16/261, 1/19, 4811/61
- 4) TOTAL AREA OF PARCEL = 30.36 ACRES
- 5) TOTAL NUMBER OF EXISTING LOTS = 75
- 6) TOTAL NUMBER OF PROPOSED LOTS = 70
- 7) TOTAL NUMBER OF EXISTING LOTS = 2
- 8) TOTAL NUMBER OF PROPOSED PARCELS = 4
PARCEL #1 = 1,050.039.69 SQ.FT./24.1+ ACRES;
PARCEL #2 = 115,990.80 SQ.FT./2.65+ ACRES;
PARCEL #3 = 41,893.51 SQ.FT./0.95+ ACRES;
PARCEL #4 = 115,370.33 SQ.FT./2.64+ ACRES
- 9) TOTAL AREA OF PARCELS = 1,322,390.73 SQ.FT./30.36+ ACRES
- 10) THE PRESENT ZONING OF THIS PROPERTY IS R8A RESIDENTIAL
- 11) THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE #81.
- 12) THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY AREA #2404502544E (PANEL 25A OF 375), DATED 8/17/2013, AS BEING IN FLOOD ZONE X, AREA OF UNDESIRABLE FLOOD DAMAGE POTENTIAL.
- 13) NO PORTION OF THE PROJECT PROPOSED FOR OUR USE, THEREFORE THIS BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
- 14) THE PROPERTY IS LOCATED ON THE CITY OF SALSIBURY PROPERTY MAP#217.
- 15) THE PROJECT WILL BE SERVED BY WATER, SEWER, AND GAS AND TRASH COLLECTION WITH EXCEPTION TO THE CLUB HOUSE OF WHICH THE TRASH COLLECTION WILL BE PRIVATE.
- 16) CITY OF SALSIBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY OF SALSIBURY FOR THE CITY OF SALSIBURY UTILITY INSTALLATION, SIDEWALKS, DRAINAGE, AND OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS OR THE OWNERS ASSOCIATION. NO STRUCTURAL IMPROVEMENTS, TREE OR SHRUB PLANTING OR THE LIKE SHALL BE ANY LAND COVERED BY THE PROJECT THAT WILL INFRINGE ON THE CITY OF SALSIBURY UTILITY EASEMENTS, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALSIBURY.
- 17) ALL AIR CONDITIONING UNITS SHALL BE INSTALLED OUTSIDE THE CITY OF SALSIBURY UTILITY EASEMENTS. PERPENDICULAR CROSSINGS WILL BE ALLOWED.
- 18) WITHIN THE AREA DESIGNATED AS "DRAINAGE AND MAINTENANCE EASEMENT", OBJECTS OR STRUCTURES SHALL BE PROHIBITED FROM BEING PLACED THEREIN, INCLUDING ANY WHICH MAY ACT AS AN OBSTRUCTION TO THE INTENDED USE AND/OR MAINTENANCE OF THIS EASEMENT SHALL NOT BE PERMITTED.
- 19) THE APPROVAL OF THE CITY OF SALSIBURY DEPARTMENT OF PUBLIC WORKS DOES NOT REQUIRE THE APPLICANT TO OBTAIN ANY PERMIT OR LIABILITY TO COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.
- 20) ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE CITY OF SALSIBURY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
- 21) PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL F SALSIBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT.
- 22) WATER AND SEWER UTILITIES SHALL BE RESERVED FOR THIS SUBDIVISION; SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 23) OWNER/DEVELOPER, AND SUBSEQUENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, SHALL NOT MODIFY THE INDIVIDUAL LOT GRADING PLANS AND/OR THE IMPROVEMENTS SHOWN ON THE SUBDIVISION PLAN, AND SHALL NOT BE ALLOWED TO OBTAIN DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT, WITH CONSTRUCTION, GRADING OR LANDSCAPING.
- 24) PER CITY CODE SECTION 13.28.060 ITEM b6: IF A STORMWATER MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT IS REQUIRED BY THE CITY OF THE SITE, IT IS THE RESPONSIBILITY OF THE DEVELOPER TO OBTAIN FROM ADJACENT PROPERTY OWNERS ANY EASEMENTS OR OTHER NECESSARY PROPERTY INTERESTS CONCERNING FLOWAGE OF WATER, APPROVAL OF A STORMWATER MANAGEMENT PLAN DOES NOT CREATE OR AFFECT ANY RIGHT TO DRAIN OR DRIFP ONTO ADJACENT PROPERTY WITHOUT THAT PROPERTY OWNERS PERMISSION.

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO REMOVE LOTS 41-66, 75-92 AND 98-116, PARCEL E, PARCEL F AND ALL ROADS, CITY OF SALISBURY UTILITY EASEMENTS, BUILDING SETBACK LINES, DRAINAGE AND MAINTENANCE EASEMENTS, AND ALL MONUMENTS WITHIN THOSE LOTS AND THE RESUBDIVISION OF PARCEL F.

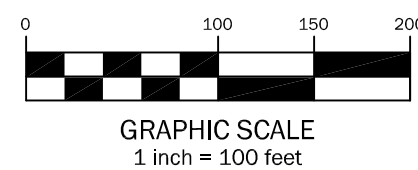
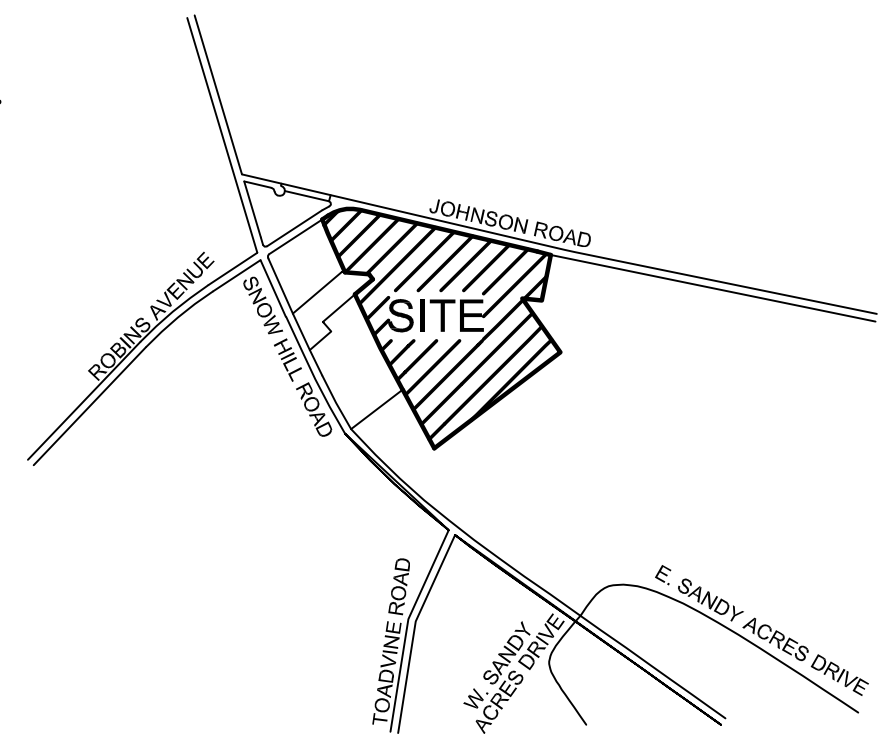


Exhibit 1



VICINITY MAP = 1" = 2000'

WICOMICO COUNTY FOREST CONSERVATION ACT

THIS SUBDIVISION IS BOUND BY THE AGREEMENTS AS SET FORTH IN
FCA# ON FILE IN THE PLANNING OFFICE.

PLANNING DIRECTOR	DATE
-------------------	------

APPROVED: _____ City Project # ??-????
CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

AMANDA H. POLLACK, P.E. _____ DATE _____
DIRECTOR

APPROVED:
CITY OF SALISBURY, PLANNING & ZONING COMMISSION

PLANNING & ZONING COMMISSION	DATE
------------------------------	------

WATER AND SEWER WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE.

VANTAGE POINT AT SUMMERSGATE, LLC C/O GREG STEVENS	OWNER	DATE
---	-------	------

THIS SUBDIVISION IS APPROVED IN CONFORMANCE WITH THE WICOMICO COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN AND WILL BE SERVED BY COMMUNITY WATER SUPPLY AND COMMUNITY SEWERAGE PROVIDED BY THE CITY OF SALISBURY

WICOMICO COUNTY HEALTH DEPARTMENT

"I/WE CERTIFY THAT THE REQUIREMENTS OF REAL PROPERTY SECTION 3-101 OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAVE BEEN COMPLIED WITH"

SURVEYOR: BROCK E. PARKER LIC# 21193 EXP 07/24/2022 DATE

OWNER/REPRESENTATIVE: VANTAGE POINT AT SUMMERSGATE, LLC DATE: 11/15/2016

VANTAGE POINT AT SUMMERSGATE, LLC
C/O GREG STEVENS
411 EAGLEVIEW BLVD SUITE 114
EXTON, PA 19341

AND PARCEL F,
 ION PLAT™
 PARTNERS ILLC
 CITY, MARYLAND
 FAX MAIL

SHEET 1 OF 3

REVISIONS	
<u>DATE</u>	<u>INIT.</u>
06/02/2021	EDR
10/20/2021	EDR
DWG.	SIT50/RESUBDIVISION

RESUBDIVISION

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

LOCATION	CITY OF SALISBURY NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND
----------	---

SCALE	1" = 100'	DATE	10/05/2020	TAX MAP
-------	-----------	------	------------	---------

1 = 100	10/05/2020	
JOB NO. S1750	DRAWN BY EDR	PARCEL

SURVEYING *Q. 12* FOR

ARKKFE.

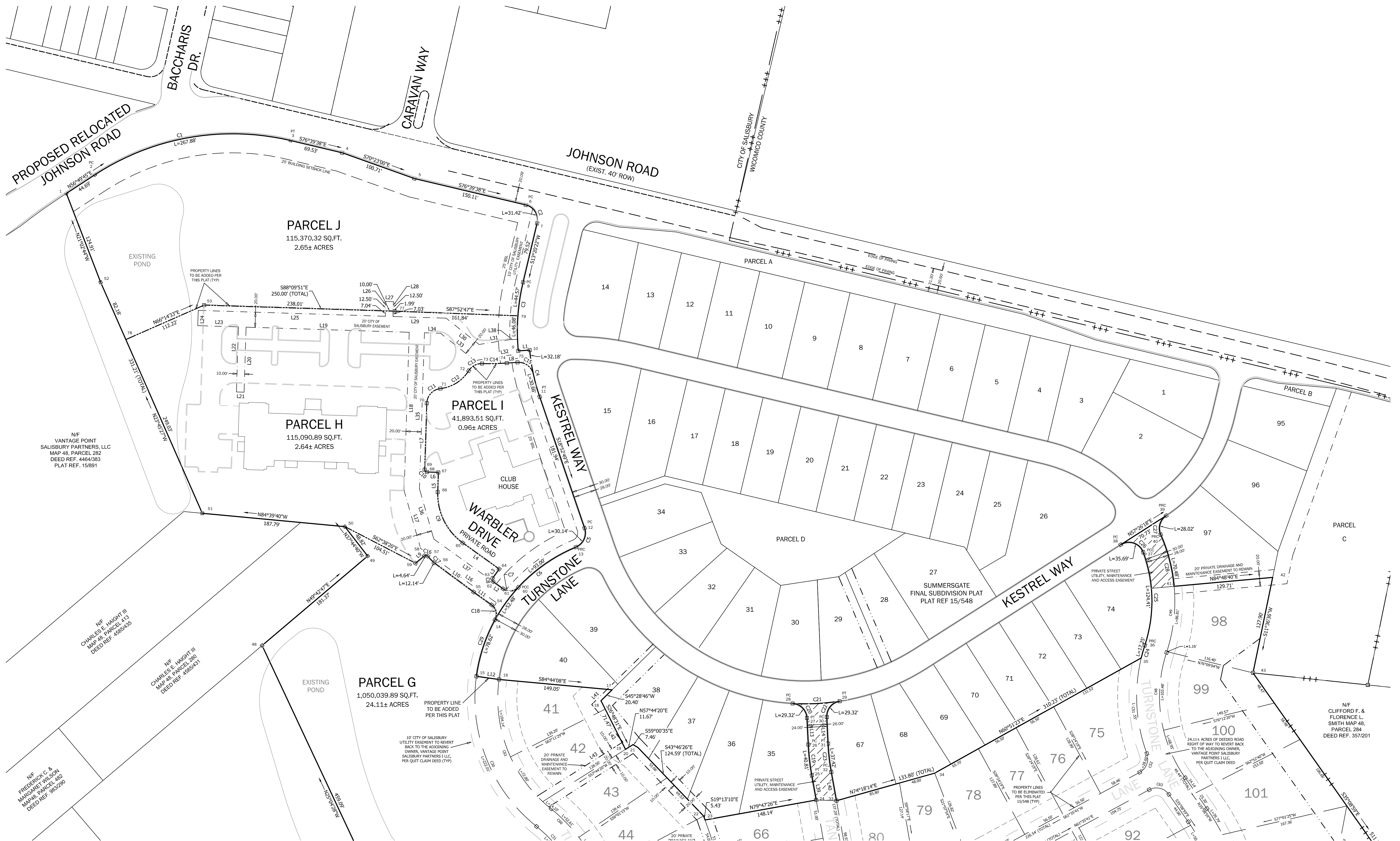
PAPER

The logo of the National Bureau of Standards (NBS) is located at the bottom center of the page. It features a stylized circular emblem with a central design, flanked by the words "NATIONAL BUREAU OF STANDARDS" on the left and "U.S. DEPARTMENT OF COMMERCE" on the right. Below the emblem, the text "NBS SPECIAL REPORT 250-10" is printed.

ESTABLISHED 1977

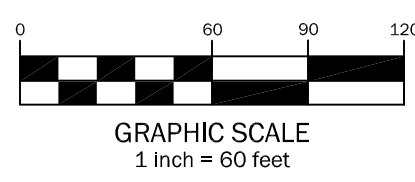
CIVIL ASSOCIATE

CIVIL ENGINEERING INC. PLANNING



MATCH LINE

SHEET 2
SHEET 3



SHEET 2 OF 3

REVISIONS	
DATE	BY
06/02/2020	EDR
10/20/2020	EDR
DWG	S1750/RESUBDIVISION

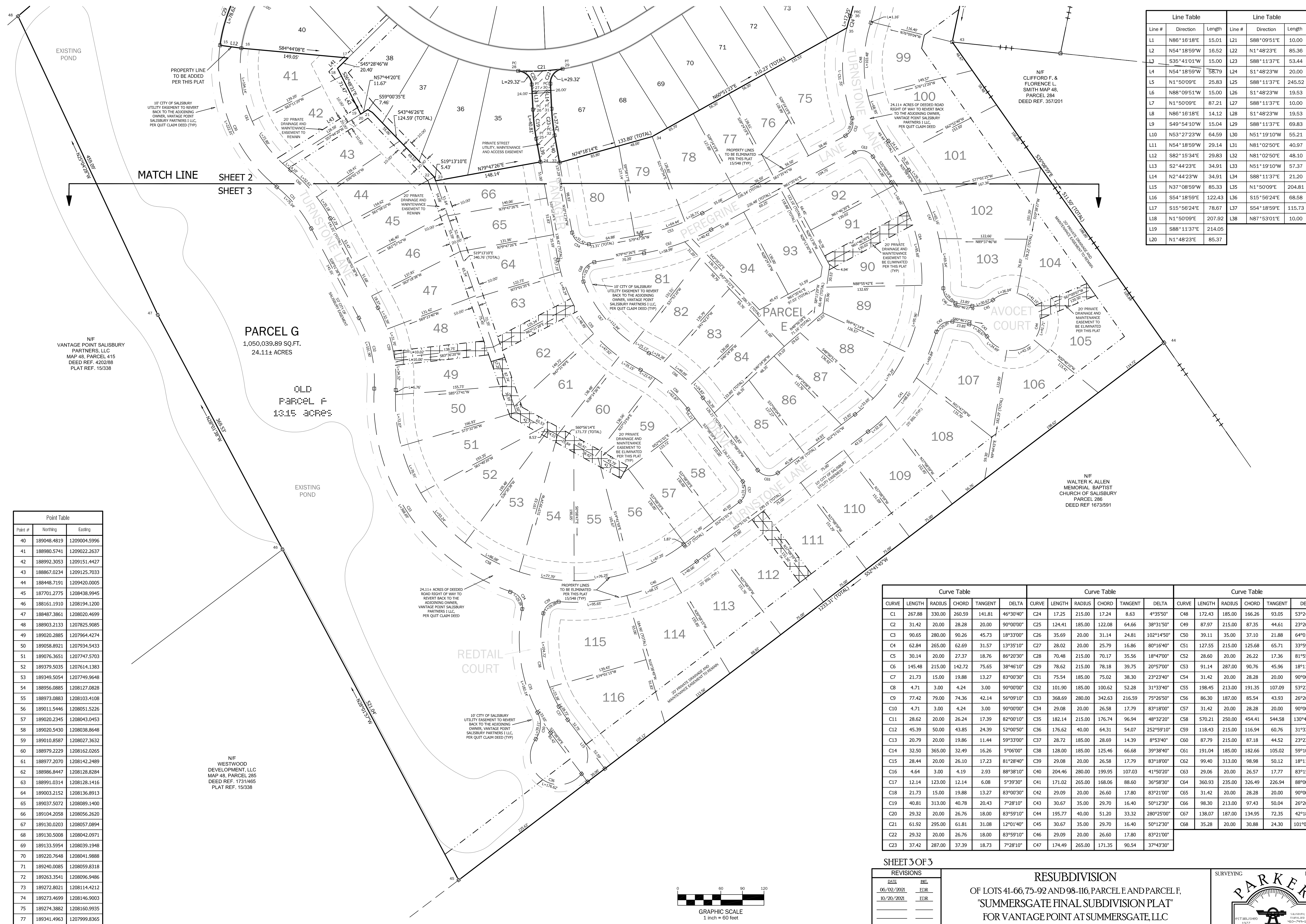
RESUBDIVISION			
OF LOTS 41-66, 75-92 AND 98-116, PARCEL E AND PARCEL F, "SUMMERSGATE FINAL SUBDIVISION PLAT" FOR VANTAGE POINT AT SUMMERSGATE, LLC			
CITY OF SALISBURY			
NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND			
LOCATION	SCALE	DATE	TAX MAP
	1" = 60'	11/25/2020	48
JOB NO.	DRAWN BY	PARCEL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

SURVEYING FORESTRY

PARKER

ASSOCIATES

CIVIL ENGINEERING 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	85.34
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	15.04	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	49.97
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	S51°56'24"E	78.67	L37	S54°18'59"E	116.73
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 #	Northing	Easting
1	894996.0839	1207569.2812
2	895025.5345	1207666.6869
3	89565.404	1207863.3800
4	895949.4626	1207930.0208
5	89515.5907	1208025.75
6	894940.9575	1208171.8571
7	895496.8827	1208186.7031
8	893979.5116	1208168.3571
9	892920.4808	1208161.9538
10	12090.4587	1208176.9394
11	893229.1585	1208190.0607
12	89507.5052	1208248.9358
13	89032.6212	1208237.6784
14	88936.7034	1208311.4915
15	88862.4425	1208107.0530
16	12088.4493	1208156.8700
17	88884.7493	1208285.0291
18	88830.4473	1208270.4057
19	88769.5653	1208270.8268
20	88772.8823	1208312.5856
21	887679.0438	1208331.9788
22	88769.7879	1208405.1728
23	88763.9562	1208406.9586
24	88670.2137	1208552.7556
25	88732.4648	1208546.9646
26	88727.8558	1208542.3432
27	88870.9759	1208540.6799
28	88826.8693	1208521.8449
29	88828.8236	1208553.5838
30	88809.1062	1208566.6022
31	88774.2285	1208568.3189
32	88737.0768	1208573.3530
33	88693.7378	1208577.3354
34	88735.5245	1208706.1400
35	88886.6060	1208973.0955
36	88803.1841	1208983.3935
37	889025.2457	1208981.6782
38	89035.1789	1208952.1642
39	88733.2478	1209011.7792

Point Table				
Point #	Year	Longitude	Latitude	Easting
40	189048.4619	1299004.5596		
41	188980.5741	1299022.2637		
42	188951.3203	1299151.4472		
43	188867.0234	1299125.7033		
44	188448.7191	1299420.0000		
45	188701.2775	1298434.9995		
46	188611.1910	1298194.1200		
47	188467.3861	1298020.4699		
48	1889021.2133	1278265.9085		
49	189030.2185	1279564.4742		
50	189058.8921	1279394.5433		
51	189036.3561	1277747.5703		
52	189379.5035	1277614.1383		
53	189395.5054	1277749.9648		
54	189955.0885	1280127.0808		
55	189877.3083	1280143.4128		
56	189011.5446	1280851.5226		
57	189020.2345	1280843.0453		
58	189020.5430	1280835.8648		
59	188991.8589	1280807.3632		
60	188979.2257	1280816.0259		
61	188977.2070	1280814.2449		
62	188966.8447	1280818.8284		
63	188991.8214	1280818.1416		
64	189003.2152	1280836.8913		
65	189007.5072	1280809.1400		
66	189104.2508	1280956.6220		
67	189130.3203	1280857.0894		
68	189113.5058	1280842.0971		
69	189135.3594	1280803.1948		
70	189220.7648	1280804.1988		
71	189240.0005	1280805.8318		
72	189265.3541	1280806.9646		
73	189272.8021	1280814.4212		
74	189273.6499	1280814.9635		
75	189274.3482	1280816.9935		
76	189341.4963	1279990.8385		
78	189304.2596	1276647.2525		
79	189303.5040	1280816.1516		

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°30'00"	C24	17.25	215.00	17.24	6.83	4°35'50"	C48	172.43	185.00	166.26	93.05	53°24'10"
C2	31.42	20.00	28.28	20.00	90°00'00"	C25	124.41	185.00	122.08	64.66	38°31'50"	C49	87.97	215.00	87.35	44.61	23°26'30"
C3	90.65	280.00	90.26	45.73	18°33'00"	C26	35.69	20.00	31.14	24.81	102°14'50"	C50	39.11	35.00	37.10	21.88	64°01'10"
C4	62.84	265.00	62.69	31.57	13°35'10"	C27	28.02	20.00	25.79	16.86	80°16'40"	C51	127.55	215.00	125.68	65.71	33°59'20"
C5	30.14	20.00	27.37	18.76	86°20'30"	C28	70.48	215.00	70.17	35.55	18°47'40"	C52	28.60	20.00	26.22	17.36	81°55'40"
C6	145.48	215.00	142.72	75.65	38°46'10"	C29	78.62	215.00	78.18	39.75	20°57'00"	C53	91.14	287.00	90.76	45.96	18°11'50"
C7	21.73	15.00	19.88	13.27	83°00'30"	C31	75.54	185.00	75.02	38.28	23°23'40"	C54	31.42	20.00	28.28	20.00	90°00'00"
C8	4.71	3.00	4.24	3.00	90°00'00"	C32	101.90	185.00	100.62	52.30	31°33'40"	C55	198.45	213.00	191.35	107.09	53°23'00"
C9	77.42	79.00	74.36	42.14	56°09'10"	C33	368.69	280.00	342.63	216.59	75°26'50"	C56	86.30	187.00	85.54	43.93	26°26'30"
C10	4.71	3.00	4.24	3.00	90°00'00"	C34	29.08	20.00	26.58	17.79	83°18'00"	C57	31.42	20.00	28.28	20.00	90°00'00"
C11	28.62	20.00	26.24	17.39	82°00'10"	C35	182.14	215.00	176.74	96.94	48°32'20"	C58	570.21	250.00	454.41	544.58	130°41'00"
C12	45.39	50.00	43.85	24.39	52°00'30"	C36	176.62	40.00	64.31	54.07	252°59'10"	C59	118.43	215.00	116.94	60.76	31°33'40"
C13	20.79	20.00	19.86	11.44	59°33'00"	C37	28.72	185.00	28.69	14.39	8°53'40"	C60	87.79	215.00	87.18	44.52	23°23'40"
C14	32.50	365.00	32.49	16.26	5°06'00"	C38	128.00	185.00	125.46	66.68	39°38'40"	C61	191.04	185.00	182.66	105.02	59°10'00"
C15	28.44	20.00	26.10	17.23	81°28'40"	C39	29.08	20.00	26.58	17.79	83°18'00"	C62	99.40	313.00	98.98	50.51	18°11'50"
C16	4.64	3.00	4.19	2.93	88°38'10"	C40	204.46	280.00	199.95	107.03	41°50'20"	C63	29.06	20.00	26.57	17.77	83°15'20"
C17	12.14	123.00	12.14	6.08	5°39'30"	C41	171.02	265.00	168.06	88.66	36°58'30"	C64	360.93	235.00	326.49	226.94	88°00'00"
C18	21.73	15.00	19.88	13.27	83°00'30"	C42	29.09	20.00	26.60	17.80	83°21'00"	C65	31.42	20.00	28.28	20.00	90°00'00"
C19	40.81	313.00	40.78	20.43	7°28'10"	C43	30.67	35.00	29.70	16.40	50°12'30"	C66	98.30	213.00	97.43	50.04	26°26'30"
C20	29.32	20.00	26.78	18.00	83°59'10"	C44	195.77	40.00	51.20	33.32	280°25'00"	C67	138.07	187.00	134.95	72.35	42°18'10"
C21	61.92	295.00	61.81	31.08	12°01'40"	C45	30.67	35.00	29.70	16.40	50°12'30"	C68	35.28	20.00	30.88	24.30	101°04'50"
C22	29.32	20.00	26.78	18.00	83°59'10"	C46	29.09	20.00	26.60	17.80	83°21'00"						
C23	37.42	287.00	37.39	18.73	7°28'30"	C47	174.49	265.00	171.35	90.54	37°12'00"						

SHEET 3 OF 3

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

SURVEYING FORESTRY

DATE	INT.
06/02/2021	EDR
10/30/2021	EDR

LOCATION

CITY OF SALISBURY
 NUTTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND



DATE: SI790/RESUBDIVISION

JOB NO.: SI790

DRAWN BY: EDR

SCALE: 1" = 60'

DATE: 11/25/2020

TAX MAP: 48

CIVIL ENGINEERING INC.

PARCEL: 753,279

SITE PLANNING



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.