

CITY OF SALISBURY
PRE-ANNEXATION COVENANT AND AGREEMENT
 Checklist

The following information must be included on Pre-Annexation Covenant and Agreement:

Prepare two (2) original signature agreements. <ul style="list-style-type: none"> • 1 original to Owner for records. • 1 original for recordation in Wicomico County Courthouse, Clerk of Court office. 	✓
Date of Agreement (Date, Month, Year).	
Owner(s) Name.	
Property Address.	
Liber/Folio number of property as recorded in Wicomico County Courthouse records.	
Signature of Owner.	
Signature of witness for Owner's signature.	
Signature of City representative.	
Signature of witness to City representative's signature.	
Notary Date (Date, Month, Year) for City of Salisbury.	
Name, Title of representative. for City of Salisbury.	
Notary Public Signature and stamped for City of Salisbury.	
Commission Expiration Date for Notary for City of Salisbury.	
Notary Date (Date, Month, Year) for Owner.	
Name, Title of representative for Owner.	
Notary Public Signature and stamped for Owner.	
Commission Expiration Date for Notary for Owner.	
Signature of City attorney.	
Recordation at Wicomico County Courthouse, Clerk of Court.	
After recording agreement, original to be returned to the City. Recorded liber/folio number on this original. Place in Pre-Annexation Agreement file.	

PRE-ANNEXATION COVENANT AND AGREEMENT

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

THIS PRE-ANNEXATION COVENANT AND AGREEMENT (hereinafter referred to as “Agreement”) made and executed this _____ day of _____, 20____, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as “City”), and _____ (hereinafter referred to as “Owner”):

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

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

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

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

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

D. The Owner shall:

1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.

2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.

3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.

4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.

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

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

E. The City shall:

1. Review and accept or require modifications to site plans.

2. Provide municipal water and sewer service to the Property after receipt of fees and costs.

3. Accept for perpetual maintenance the public utility service between the public main and the sanitary cleanout, excluding the cleanout assembly.

4. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

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

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

ATTEST:

CITY OF SALISBURY

By: _____ (SEAL)

_____ (SEAL)
, Owner

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared _____, as _____ for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared _____, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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.

Ashley A. Bosché, Esquire