

RESOLUTION NO. 3109

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 AGREEMENT WITH ROOF SERVICE OF DELMARVA, LLC FOR THE PURPOSE OF THE CITY OF SALISBURY CONVEYING A PORTION OF CITY-OWNED REAL PROPERTY TO ROOF SERVICE OF DELMARVA, LLC IN EXCHANGE FOR ROOF SERVICE OF DELMARVA, LLC CONVEYING A PORTION OF REAL PROPERTY, IDENTIFIED AS 116 W. CHESTNUT STREET, TO THE CITY OF SALISBURY.

WHEREAS, the City of Salisbury (the “**City**”) is the fee simple owner of all that certain real property identified as Map 107, Parcel 0994 (Maryland Tax Account No. 09-062122), located at W. Chestnut Street, Salisbury, Maryland 21801 (the “**COS Parcel**”); and

WHEREAS, Roof Service of Delmarva, LLC, a Maryland limited liability company (“**Roof Service**”), is the fee simple owner of all that certain real property having a premises address of 116 W. Chestnut Street, Salisbury, Maryland 21801, being all that same real property more particularly identified as Map 107, Parcel 0993 (Maryland Tax Account No. 09-062114) (the “**RSOD Parcel**”); and

WHEREAS, to utilize the RSOD Parcel for fenced storage, Roof Service has requested the City enter into an Agreement to Swap Property (the “**Agreement**”) with Roof Service, providing for the City’s conveyance of a portion of the COS Parcel to Roof Service and Roof Service’s conveyance of a portion of the RSOD Parcel to the City (said conveyances are hereinafter referred to collectively as the “**Land Swap**”), as more particularly shown on the Sketch Plat attached to and incorporated within the Agreement as “**Exhibit A**”, subject to the terms and conditions set forth in the Agreement (a copy of the Agreement, which is the subject of this Resolution, is attached hereto and incorporated herein as **Exhibit 1**); and

WHEREAS, Roof Service’s request for the Land Swap has been reviewed by the Department of Instructure and Development (“**City DID**”), and City DID has determined the requested Land Swap to be beneficial to both the City and Roof Service, as the Land Swap will assist with traffic flow to an existing public alley and street right-of-way adjacent to the COS Parcel and RSOD Parcel; and

WHEREAS, the City of Salisbury does not object to the Land Swap as provided in the Agreement, which, upon settlement on the conveyances contemplated thereunder, will result in the adjustment of the boundary lines for each of the ROSD Parcel and the COS Parcel, as more particularly shown on “**Exhibit A**” to the Agreement; and

WHEREAS, the Land Swap, as provided in the Agreement attached hereto and incorporated herein as **Exhibit 1**, and the adjustment of the boundary lines for the RSOD Parcel and the COS Parcel resulting therefrom, will allow each of Roof Service and the City to continue the use of their respective properties and will resolve any issue(s) the parties may have regarding the boundary lines of the RSOD Parcel and the COS Parcel and/or each party’s use of their respective property; and

WHEREAS, pursuant to the terms and conditions contained in the Agreement, attached hereto and incorporated herein as **Exhibit 1**, Roof Service shall be responsible for the payment of all costs and expenses arising from or associated with the Land Swap, including, but not limited to, the preparation and/or recording of a subdivision plat, all deeds and any other documents necessary to effectuate the Land Swap; and

WHEREAS, any and all documents and plats prepared for, or in connection with, the Land Swap shall be reviewed and approved by the City Solicitor prior to the Mayor's execution thereof on behalf of the City.

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 Agreement to Swap Property, by and between Roof Service of Delmarva, LLC and the City of Salisbury, Maryland, attached hereto and incorporated herein as **Exhibit 1** (the "Agreement").

Section 2. Any and all documents and/or plats prepared by Roof Service of Delmarva, LLC for purposes of, or in connection with, the conveyances of real property contemplated by the Agreement shall be reviewed and approved by the City Solicitor prior to the execution thereof by the Mayor on behalf of the City of Salisbury.

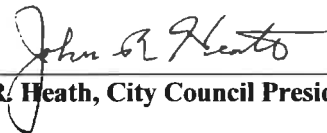
Section 3. The Mayor, or his designated representative, is hereby authorized to take, on behalf of the City of Salisbury, all such actions, including the negotiation, execution and/or delivery of all deeds, settlement sheets or any other ancillary documents, as may be necessary to complete the transactions contemplated by the terms of the Agreement.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 14th day of June, 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 22nd day of June, 2021.



Jacob R. Day, Mayor

AGREEMENT TO SWAP PROPERTY (“Agreement”), made this _____ day of _____, 2021, by and between **Roof Service of Delmarva, LLC**, a Maryland limited liability company (hereinafter, “RSD”) and **City of Salisbury, Maryland**, a body politic and corporate of the State of Maryland (hereinafter, the “City”) (sometimes, collectively, the “Parties”);

WHEREAS, in order to resolve some configuration and traffic flow issues and benefit their respective properties, RSD and the City have agreed to swap certain portions of their respective properties;

WHEREAS, the creation of the separate parcels that the Parties intend to swap (collectively, the “Swap Parcels”) will require certain subdivision work and the creation of a recordable plat depicting the exact boundaries of the Swap Parcels (the “Subdivision Work”);

WHEREAS, the Swap Parcels are generally depicted on **Exhibit A** hereto, the yellow parcel (2,104± sq. ft.) to be conveyed to the City (the “City Parcel”); and the light blue parcel (5,375± sq. ft.) to be conveyed to RSD (the “RSD Parcel”);

WHEREAS, RSD has agreed to pay the cost of the Subdivision work in order to facilitate the Parties’ Agreement; and

WHEREAS, the Parties have reached certain other related agreements;

NOW, THEREFORE, in consideration of the premises including the recitals hereof, the Parties agree as follows:

1. Subdivision Work. RSD shall proceed diligently with the Subdivision Work needed to create legally transferrable parcels corresponding to the Swap Parcels. The City agrees, albeit at no extra cost to the City, to cooperate with the Subdivision Work.

2. Property Swap. Upon the completion of the Subdivision Work, RSD shall schedule with the City settlement of the exchange of the Swap Parcels. RSD shall prepare for the City’s review the deed required to accomplish the property exchange, and shall pay all costs directly associated with preparing and recording such deed.

3. Easement And Other Agreements. RSD shall retain a permanent easement over and across the City Parcel for ingress, egress and regress to and from the 22’ Street and Lemmon Hill Lane as depicted on Exhibit A. The City, following the property swap, shall be responsible for maintenance of the City Parcel.

4. Enforcement: Successors Bound. This Agreement shall be specifically enforceable by either Party according to its terms. It shall be binding upon the Parties’ respective successors, legal representatives and assigns.

AS WITNESS, the authorized agents or offices of the Parties as of the day and year above written:

ATTEST:

ROOF SERVICE OF DELMARVA, LLC

By: _____
Timo Rajala, Managing Member

Julie English

CITY OF SALISBURY
By: [Signature]
Jacob R. Day, Mayor
City of Salisbury

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the undersigned officer personally appeared, **Timo Rajala**, who acknowledged himself to be Managing Member of **Roof Service of Delmarva, LLC**, a Maryland limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Roof Service of Delmarva, LLC by himself as such Managing Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires

STATE OF MARYLAND
COUNTY OF _____;

I HEREBY CERTIFY that on this 3rd day of August, 2021, before me, a Notary Public of the State of Maryland, personally appeared **Jacob R. Day** who acknowledged himself to be the Mayor of the City of Salisbury and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Salisbury by himself as such officer.

WITNESS my hand and Notarial Seal.

Kimberly R. Nichols
Notary Public

My Commission Expires:
03-05-2022





EXHIBIT A



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*
Date: May 21, 2021
Re: Resolution for land swap / property line adjustment with Roof Service of Delmarva, LLC at 116 W. Chestnut Street

The Department of Infrastructure and Development has received a request for a land swap with Roof Service of Delmarva, LLC for property at 116 W. Chestnut Street. Attached is an Agreement with an Exhibit showing the properties. The perimeter of Roof Service's property is shown by a light blue line on the attached Exhibit A. The boundary of City parking lot 13 is outlined in yellow on the exhibit.

Roof Service wants to erect fencing/gates around its property to secure the premises and set it up for its intended business uses, including storage of materials and parking of vehicles. Full utilization of Roof Service's property would effectively block ingress and egress to and from the 14' Alley via the 22' Street.

The proposed solution is a swap of land between Roof Service and the City of Salisbury. Per the exhibit, the area in yellow hatch lines is a 2,104 sq. ft. parcel Roof Service would propose to convey to the City (subject to an easement for Roof Service to access the 22' Street), in exchange for the City conveying to Roof Service the rectangular parcel depicted in light blue cross hatching, 5,375 sq. ft. in size, along the west side of the existing concrete median.

The City Swap parcel is essentially unusable space for the City since it is too narrow to effectively use in its present configuration. The City would need to demolish the existing concrete median and reconfigure the lot to try to gain additional parking spaces on the site. Based on the shape and configuration, it is not practical and would not gain significant parking. Conveying the City Swap Parcel makes Roof Service's Parcel more functional and creates a better configuration for parking its business vehicles, therefore we support this request.

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