

RESOLUTION NO. 3131

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Beaver Run Drive – PennTex. Annexation”, beginning at a point contiguous to and binding upon 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, 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 a portion of the public road right-of-way known as “Walston Switch Road”, containing 3.08 acres more or less.

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 Limits of the City of Salisbury to be known as “Beaver Run Drive – PennTex Annexation” beginning at a point contiguous to and binding upon 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, 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 all that certain portion of the public road right-of-way known as “Walston Switch Road” 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 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

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

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

WHEREAS, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the City of Salisbury's annexation of the Annexed Property as set forth herein, shall be and hereby is scheduled for January 10, 2022 at 6:00 p.m.

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

Section 1. It is proposed and recommended that that the municipal boundaries of the City of Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all that certain real property more particularly described in Exhibits 2 and 3 attached hereto and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as contemplated by this Resolution is hereinafter referred to as the "**Annexed Property**").

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

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

Section 4. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on January 10, 2022 at 6:00p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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

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

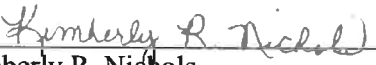
Section 6. It is further the intention of the Council of the City of Salisbury that if any section,

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

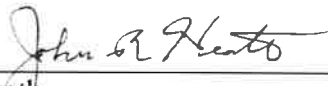
Section 7. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

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

THIS RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the November 22, 2021, having been duly published as required by law in the meantime a public hearing was held on the 10th day of January, 2021 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on the 10th day of January, 2022.

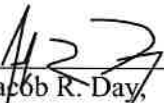


Kimberly R. Nichols,
City Clerk



John R. Heath,
Council President

APPROVED BY ME this 11th day of January, 2022.



Jacob R. Day,
Mayor

LIBER 0004 FOLD 495

AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE

1. I, Jacob R Day, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an “electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document.”
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.



Name of Affiant

AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE

1. I, John R Heath, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an “electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document.”
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.



Name of Affiant

LIBER 0004 FOLIO 497

AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE

1. I, Kimberly R. Nichols, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an “electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document.”
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.

Kimberly R. Nichols
Name of Affiant

LIBER 0004 FOLIO 498

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

Printed

Date

Signature

Printed

Date

Signature

Printed

Date

BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

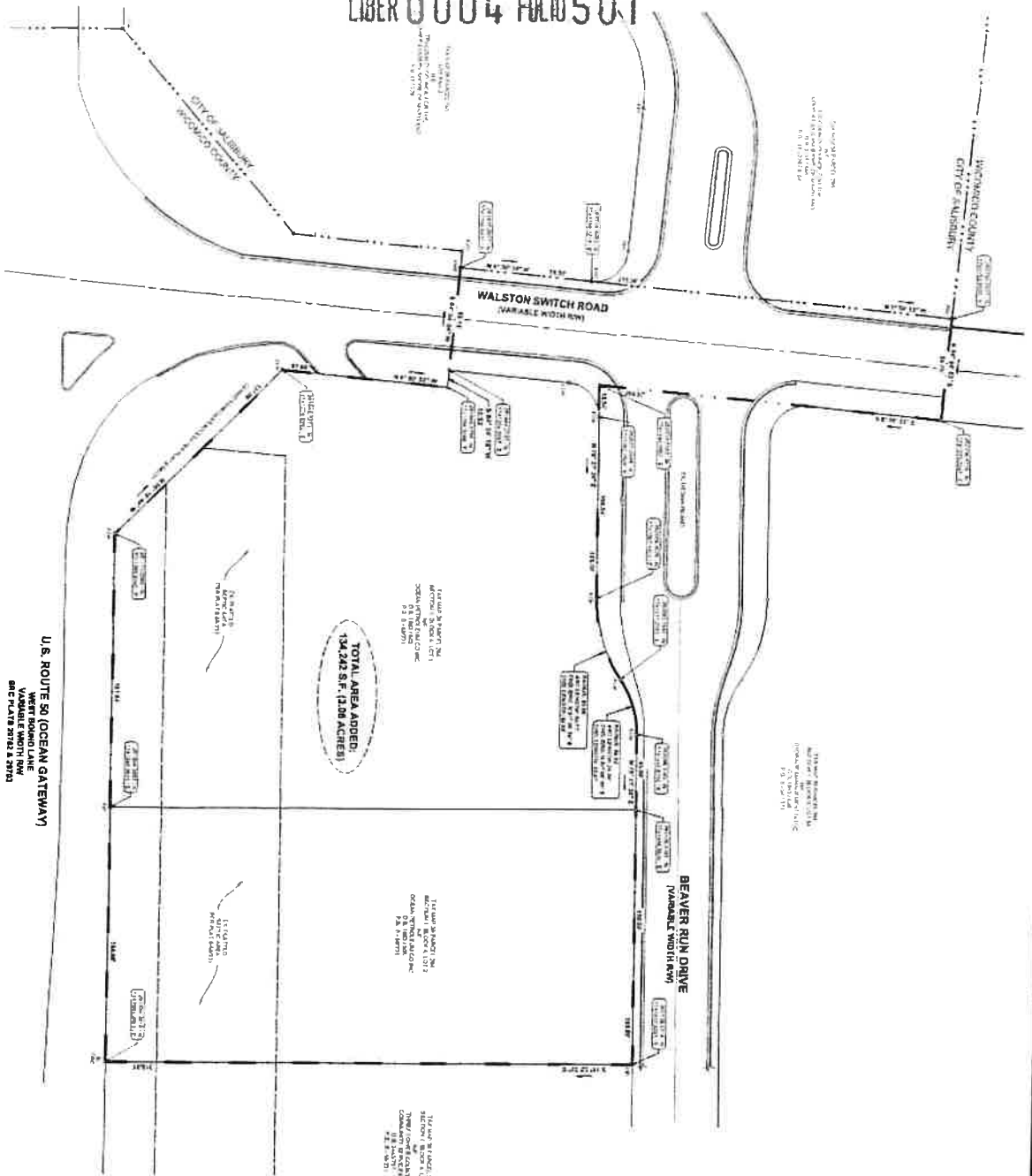
Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the westerly right of way line of Walston Switch Road at its intersection with the northerly right of way line of U. S. Route 50 (Ocean Gateway). X 1,228,768.68 Y 201,190.66 (1) 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

LIBER 0004 FOLIO 500

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.

LIBER 0004 FOLIO 50-1



U.S. ROUTE 50 (OCEAN GATEWAY)
WEST BOUND LANE
VARIABLE WIDTH LANE
60' TO 100' WIDE & 20' DEEP

LEGEND

Symbol	Description
—	Property Line
- - -	Survey Line
+	Survey Station
•	Survey Point
○	Survey Circle
△	Survey Triangle
□	Survey Square
◇	Survey Diamond
×	Survey Cross
+	Survey Plus
•	Survey Dot
○	Survey Circle
△	Survey Triangle
□	Survey Square
◇	Survey Diamond
×	Survey Cross
+	Survey Plus
•	Survey Dot



SITE DATA

1. PROJECT NAME	LANDS OF OCEAN PETROLEUM CO. INC.
2. PROJECT LOCATION	U.S. ROUTE 50 (OCEAN GATEWAY) WEST BOUND LANE
3. PROJECT AREA	13,242 S.F. (0.30 ACRES)
4. PROJECT OWNER	LANDS OF OCEAN PETROLEUM CO. INC.
5. PROJECT ENGINEER	BECKER MORGAN ARCHITECTURE ENGINEERING
6. PROJECT DATE	2020/10/10
7. PROJECT SCALE	1" = 20'
8. PROJECT STATUS	EXHIBIT
9. PROJECT NOTES	SEE EXHIBIT 1 FOR ADDITIONAL INFORMATION

LANDS OF OCEAN PETROLEUM CO. INC.

ANNEXATION
BOUNDARY
EXHIBIT

V-101



City of
Salisbury
Jacob R. Day, Mayor

LIBER 0004 FOLIO 502

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.

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 16th day of January, 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:

"PTV":

PTV 1157, LLC



By:  (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



By:  (Seal)
Armand Kewlain, Authorized Representative

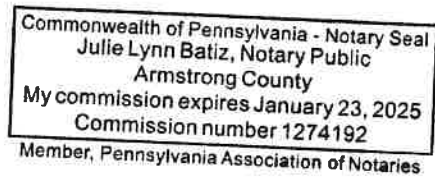
STATE OF PENNSYLVANIA, ARMSTRONG COUNTY, TO WIT:

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.

My Commission Expires: JANUARY 23, 2025

Julie L. Batiz
NOTARY PUBLIC



LIBER 0004 FOLIO 513

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY that on this 18th day of January, 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.

Kimberly R. Nichols
NOTARY PUBLIC

My Commission Expires: 3-5-22



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



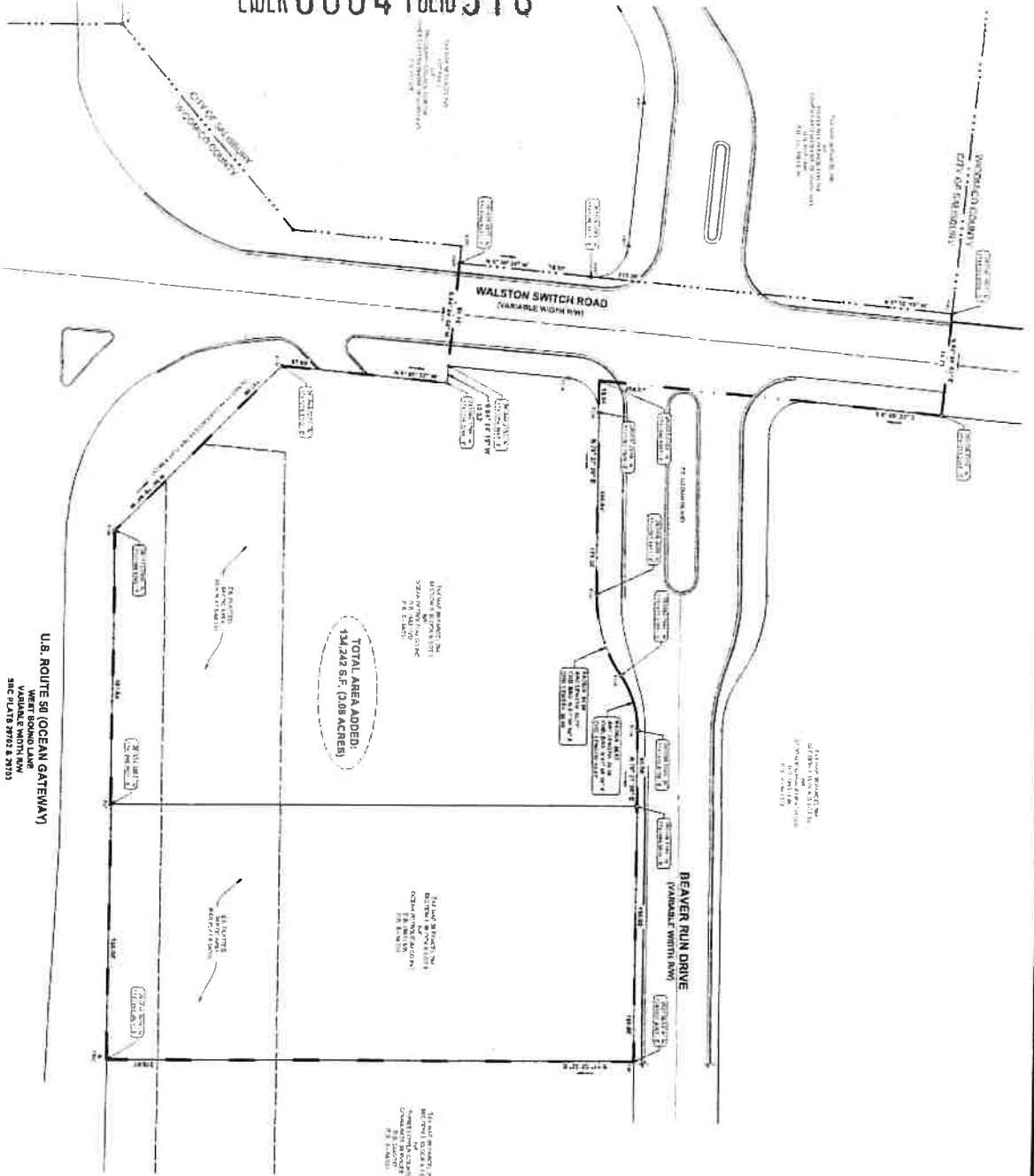
LIBER 0004 FOLIO 515

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

LIBER 0004 FOLIO 516



LEGEND

Symbol	Description
—	100.00' x 100.00' Vertical
—	100.00' x 100.00' Horizontal
—	100.00' x 100.00' Diagonal
—	100.00' x 100.00' Curved
—	100.00' x 100.00' Irregular
—	100.00' x 100.00' Other

SITE DATA

Item	Description
1	Project Name
2	Project Address
3	Project City
4	Project State
5	Project Zip
6	Project Owner
7	Project Architect
8	Project Engineer
9	Project Surveyor
10	Project Date
11	Project Scale
12	Project Sheet
13	Project Total

REVISIONS

No.	Date	Description
1	01/11/2011	Initial Design
2	02/11/2011	Revised Design
3	03/11/2011	Final Design
4	04/11/2011	Construction Documents
5	05/11/2011	As-Built Documents

LANDS OF OCEAN PETROLEUM CO INC

ANNEXATION BOUNDARY EXHIBIT

V-101

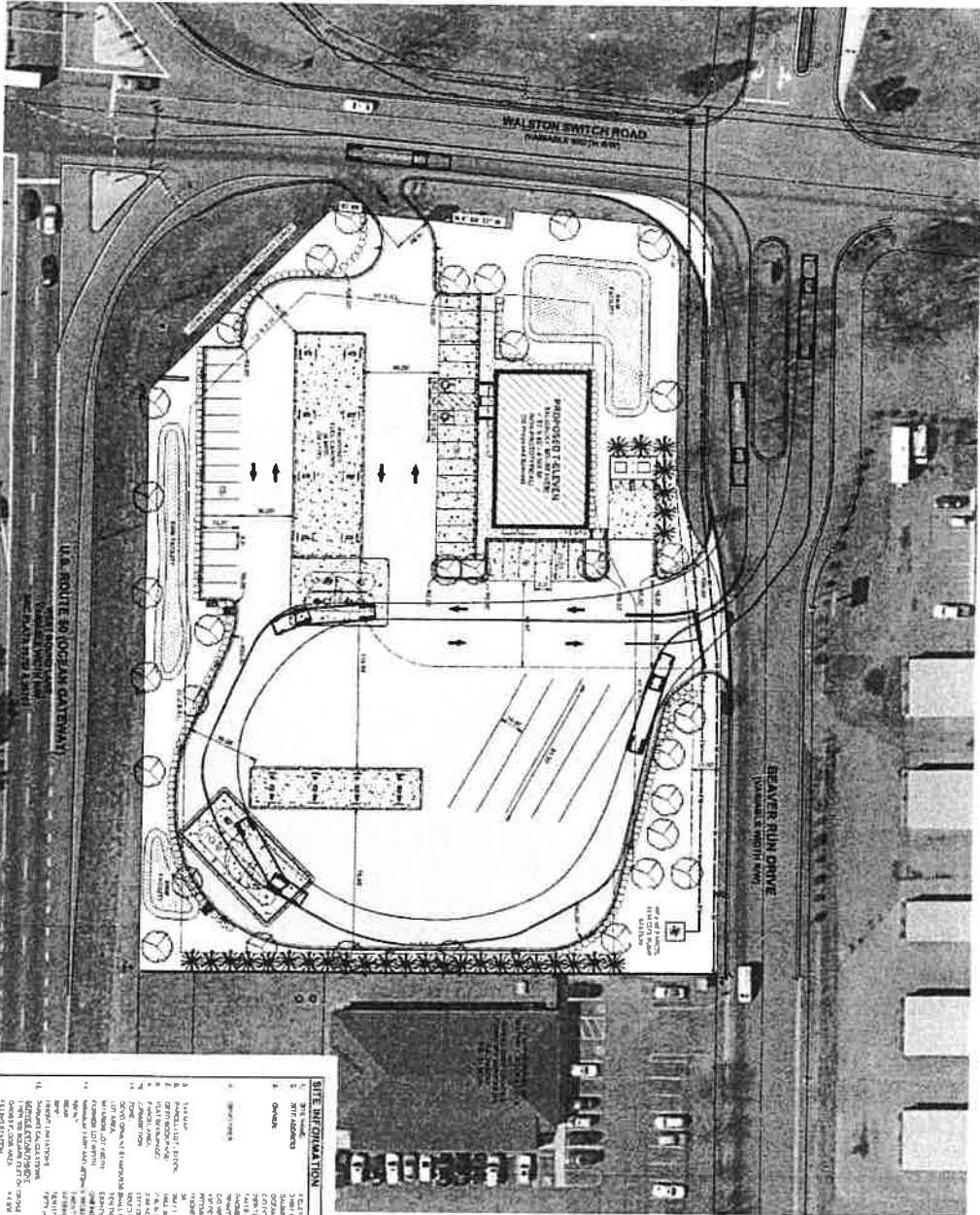
BEAVER RUN DRIVE – OCEAN PETROLIUM CO.

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.

LIBER 0004 FOLIO 519



ESTIMATED WATER AND SEWER USAGE DATA

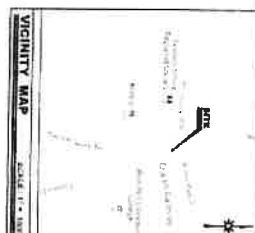
Lot Area: 1.00 ± ac ± 1.17 ± ac ± 1.00 ac
 Estimated Water Usage: 1.00 ± ac ± 1.17 ± ac ± 1.00 ac
 Estimated Sewer Usage: 1.00 ± ac ± 1.17 ± ac ± 1.00 ac

AREA TABULATION

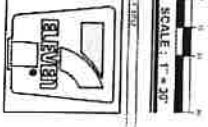
Area	Area (Ac)	Area (Sq Ft)
Lot Area	1.00 ± ac ± 1.17 ± ac ± 1.00 ac	1.00 ± ac ± 1.17 ± ac ± 1.00 ac
Water Usage	1.00 ± ac ± 1.17 ± ac ± 1.00 ac	1.00 ± ac ± 1.17 ± ac ± 1.00 ac
Sewer Usage	1.00 ± ac ± 1.17 ± ac ± 1.00 ac	1.00 ± ac ± 1.17 ± ac ± 1.00 ac

SITE INFORMATION

1. SITE ADDRESS	2. SITE AREA	3. SITE ZONING
4. SITE DESCRIPTION	5. SITE HISTORY	6. SITE SURVEY
7. SITE PLAN	8. SITE MAP	9. SITE PHOTOGRAPHY
10. SITE ANALYSIS	11. SITE CONCLUSIONS	12. SITE RECOMMENDATIONS
13. SITE NOTES	14. SITE REFERENCES	15. SITE APPENDICES



BECKER MORGAN
 ARCHITECTURE
 ENGINEERING
 1000 N. ...
 ...
 ...



7-ELEVEN - BEAVER RUN
 CITY OF ...
 ...
 ...

LIBER 0004 FOLIO 520

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 policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan. The 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*.

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.

MEMO

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,

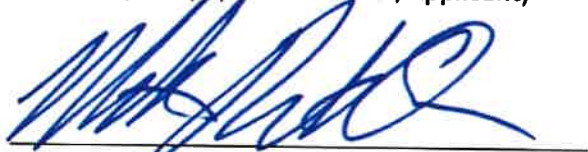
Pursuant to executed Agreement of Sale ("Agreement") between the Owners of the above noted parcels and PTV 1167, LLC ("Buyer"), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located at 400 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.

PennTex

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 Rippin, 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

LIBER 0004 FOLIO 527

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.



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."



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).



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).

October 21, 2021

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.

*City Ordinance
&
Resolutions*

Received for Record and **MAR 24 2022**

recorded in the * Records of Wicomico
County, Maryland in Liber J.B.M.

No. 4 Folios 491-533

Jan B. McArthur Clerk

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Analyst
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

City of Salisbury
Municipal Corporation

Wicomico
County(ies)

Kimberly R. Nichols, City Clerk
Name and Title of Official Submitting this Resolution

125 N. Division St.
Address
Rm 305

Salisbury, MD 21801

3131
Resolution Number

410-548-3140
Phone

3-14-22
Date of Submitting this Resolution*

1-10-22
Date Enacted by Legislative Body

2-25-22
Effective Date**

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended SC1-2 OR state the charter section (e.g., general powers section) pursuant to which the property is annexed SC1-2. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments _____.

2) Number of votes cast by the legislative body for 5 and against 0 this resolution.

3) Will this resolution be petitioned to referendum? NO

If "yes", date of the referendum election (if known) _____.

* A resolution should be submitted to the Department of Legislative Services 10 days after the effective date of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).