

AS AMENDED ON MAY 29, 2018
RESOLUTION NO. 2832

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO MODIFY THE ANNEXATION AGREEMENT FOR THE AREA OF LAND PREVIOUSLY MADE A PART OF THE CORPORATE LIMIT OF THE CITY OF SALISBURY, KNOWN AS THE MERRITT MILL ROAD/SMITH ANNEXATION, EFFECTIVE AS OF FEBRUARY 27, 2014 THROUGH RESOLUTION NO. 2356 AND LOCATED ON THE SOUTHERLY SIDE OF AND BINDING ON MERRITT MILL ROAD, EAST OF THE INTERSECTION OF MERRITT MILL ROAD AND PHILLIP MORRIS DRIVE.

WHEREAS, the City of Salisbury, through Resolution No. 2356, effective as of February 27, 2014, annexed the area of land known as the Merritt Mill Road/Smith Annexation; and

WHEREAS, annexation of the area covered in Resolution No. 2356 was subject to the terms, conditions and agreements of certain exhibits, one of which was an Annexation Agreement (Exhibit B) dated January 15, 2014; and

WHEREAS, Resolution No. 2357 was also passed by the City of Salisbury, which adopted an annexation plan for the property; and

WHEREAS, Pennrose Properties, LLC, the parent company of the new owner of the property, Merritt Mill Road, LLC, and the new owner (Petitioners) hasve requested a modification of the aforementioned Annexation Agreement for its development known as the Merritt Mill Townhouses; and

WHEREAS, the existing Annexation Agreement allows for 6.5 units per acre for a total of 72 units and Pennrose Properties, LLCPetitioners, hasve requested a modification to the Annexation Agreement to allow for 6.9 units per acre for a total of 75 units, as reflected in the proposed site plan; and

WHEREAS, Pennrose Properties, LLCPetitioners, hasve also requested a waiver of the Affordable Housing contributions for 67 units, that the project meet the National Green Building Standards with Energy Star New Homes in lieu of the LEED, and to allow Pennrose Management Company to perform the same role as an Home Owners' Association normally would perform; and

WHEREAS, the Planning and Zoning Commission held a hearing to address requested changes to the aforementioned Annexation Agreement and forwarded the requested changes to the Mayor and Council of the City of Salisbury for review at a recent work session; and

WHEREAS, the City of Salisbury desires to accept certain proposed modifications to the aforementioned Annexation Agreement.

FILED

2018 JUL 26 AM 11:48

CLERK, WICOMICO CO.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT proposed modifications to the Annexation Agreement to allow for 6.9 units per acre; to waive the Affordable Housing contributions associated with 67 units of the Merritt Mill Townhouses, to require the project to meet the National Green Building Standards (NGBS) along with ENERGY STAR New Homes in lieu of the LEED; and to allow Pennrose Management Company to perform the same role as an Home Owners' Association are hereby accepted.


AND BE IT FURTHER RESOLVED BY THE COUNCIL OF CITY OF SALISBURY THAT the proposed site plan in lieu of the original concept plan contained in the original Annexation Agreement, attached hereto as Exhibits A and B, are accepted and made a part hereof.

AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT in accordance with the Local Government Article statutory requirements concerning annexations, the Council hold a public hearing on the modification of the Annexation Agreement hereby proposed on May 29, 2018, at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of the time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution, which date shall be no sooner than 15 days after the final required date of publication specified above.

AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in the Local Government Article of the Maryland Code.

THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the 23rd day of April, 2018, having been duly published as required by law in the meantime, and a public hearing having been held on the 29th day of May, 2018, the Resolution was finally passed by the Council at its regular meeting on the 29th day of May, 2018.

ATTEST:


Kimberly R. Nichols, City Clerk


John R. Heath, Council President

APPROVED BY ME THIS 30th day of MAY, 2018


Jacob R. Day, Mayor


FILED

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CLERK, WICOMICO CO.



City of
Salisbury
Jacob R. Day, Mayor

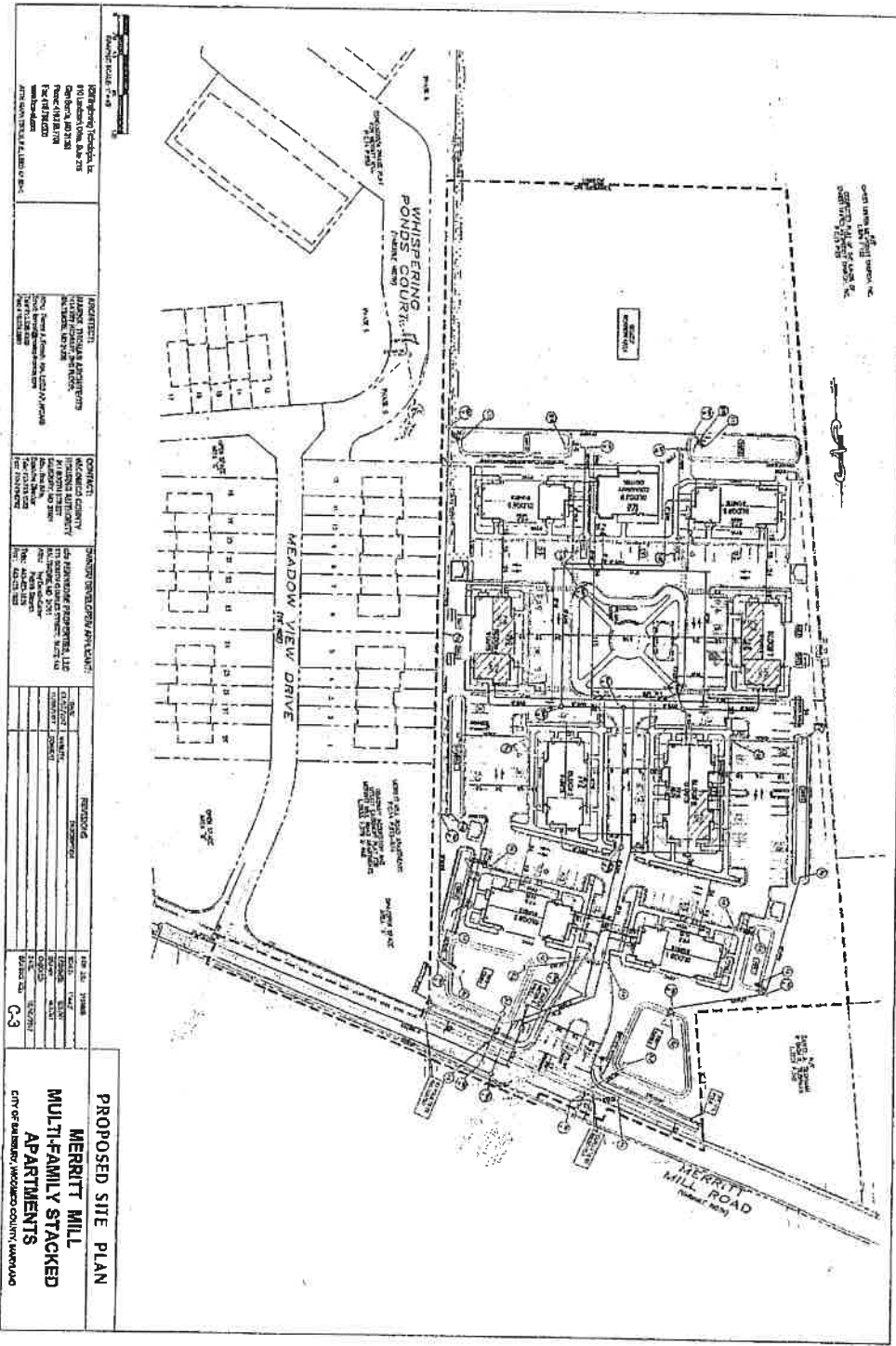
To: Julia Glanz, City Administrator
 From: Amanda Pollack, P.E., Director of Infrastructure and Development 
 Date: April 12, 2018
 Re: Merritt Mill Townhouses – Annexation Agreement Modification

The Merritt Mill Townhouses project was previously discussed at a City Council work sessions on November 6, 2017, March 19, 2018 and April 2, 2018. Penrose Properties is requesting modifications to the negotiated Annexation Agreement that is part of the Resolution 2356 "Merritt Mill/Smith Road Annexation", effective February 2014. The following outlines the sections of the Annexation Agreement modifications that are being requested:

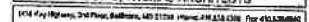
1. Section 4 Municipal Zoning-the property is zoned R-8A, the agreement allows for 6.5 units per acre (72) and the request is to allow for 6.9 units per acre (75) as reflected in the proposed concept plan.
2. Section 8 Development Considerations
 - a) 8.B: to accept the proposed concept plan to replace the one in the Annexation Agreement.
 - b) 8.E: to waive the Affordable Housing contributions associated with the Merritt Mill Townhouses. The projects consists of 75 total units, with 67 being Affordable Housing and 8 being market rate units. Of the 67 affordable units, fifty (50) available for residents and families making up to 30% Area Median Income and seventeen (17) available for residents making up to 60% Area Median Income. The Annexation Agreement stipulates a \$2000/unit contribution to Affordable Housing. The requested waiver equates to \$134,000.
 - c) 8.G.iv-Green Building: to modify the LEED building standard requirement to allow for the project to meet the National Green Building Standards.
 - d) 8.I: to allow Penrose Management Company to perform the same role as the HOA.

Attached is a Resolution to modify the annexation agreement. The current proposal for the property is known as the Merritt Mill Townhouses which is located on the 2700 block of Merritt Mill Road. This development is proposed to be an Affordable Housing community. The projects consists of 75 total units, with 67 Affordable Housing units and 8 market rate units.

Unless you or the Mayor have any further questions, please forward this memo and the resolution to the City Council for consideration.



**MERRITT MILL
MULTI-FAMILY STACKED APARTMENTS**



**SALISBURY-WICOMICO
FILE COPY
PLANNING**

ANNEXATION AGREEMENT

Merritt Mill Road / Smith Annexation

THIS AGREEMENT is made this 15th day of January, 2014, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), the Estate of Marian H. Smith (hereinafter, "the Owner") represented by Thomas F. Johnson, Jr. Personal Representative of the Estate of Marian H. Smith at 128 E. Main Street, Salisbury, Maryland 21801.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Owner/Assignee desires to construct upon the Property a residential development project; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the concept development plan which is made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial conformance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary 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, provided such application does not operate to divest prior approvals, nor interfere with the Owner/Assignee's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2 WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and is, in fact, the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Property.

CLERK'S NOTATION
Document submitted for record in a
condition not permitting satisfactory
photographic reproduction.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "R-8A" and the density of housing units on the Property shall not exceed 6.5 units per acre.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner/Assignee makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria, or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner/Assignee will fund and install City of Salisbury survey boundary markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within one year of the expiration of the 45-day referendum period. The Owner/Assignee agrees that failure to comply with this provision will subject the Owner/Assignee to payment of a fee to the City of Salisbury made payable prior to any development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS:

A. Costs and Fees: The Owner agrees that it will pay costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan, shown as Attachment B.

C. Contribution to Area Improvement: The parties acknowledge that the proposed development of the Property will need to be reviewed and approved by the Salisbury-Wicomico County Planning Commission which will assess the development's impacts on area facilities and services prior to granting final approval(s) and may therefore place additional specific requirements on the project to address its impacts. Notwithstanding this and as a condition of annexation, the Owner/Assignee agrees to:

i. Pay an assessment to the City in the amount of \$1,800.00 per dwelling unit prior to the issuance of a building permit as a contribution to municipal park, police, and fire facilities. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments or construction requirements that may be required to be paid or made under paragraphs D and E of this section or elsewhere.

* ii. To design, construct and install at the Owner's/Assignee's sole expense curbs, gutters, sidewalks, street lights, and street trees along the Property's frontage with Merritt Mill Road to City standards and specifications as part of the development of the Property and under the terms and conditions of a Public Works Agreement to be made between the Owner/Assignee and the City and/or County Department of Public Works.

* iii. To design and construct public sanitary sewer facilities as needed to serve the development on the Property. The parties acknowledge that connection to the existing public sewer system will need to be approved by the Department of Public Works. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. Owner/Assignee will be reimbursed these costs upon future development which utilizes this system.

* iv. Design and construct a public water distribution main as needed to serve development on the Property. Connection to the existing public water system will need to be approved by the Department of Public Works. A loop connection of the proposed water main to the existing water main in Merritt Mill Road will be required to be provided by the Owner/Assignee.

CLERK'S NOTATION
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- v. Prior to making any connection to the sanitary sewer system, pay a pro-rata share of the cost of upgrading the Parkside Sewage Pump Station as to be determined by the Department of Public Works and consistent with other developments tying into this pump station.
- vi. As part of the development of the property, design and construct all offsite storm drainage facilities needed by the development. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. City shall reimburse the Owner/Assignee the additional costs as others tie-in.
- vii. When developed, dedicate right-of-way for all public streets, including acceleration and deceleration lanes on Merritt Mill Road, and a separate pedestrian/bicycle lane along the full length of the Property's frontage with Merritt Mill Road. Provide a 10-foot City of Salisbury utility easement adjoining all public streets on the Property and along the Property's frontage with Merritt Mill Road, for City utility locations.

D. Re-investment in Existing Neighborhoods: The Owner/Assignee agrees to pay a development assessment to the City in the amount of \$3,000.00 for each dwelling unit to be constructed prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by the County or the City, and any assessments that may be required to be paid under paragraphs C and E of this section or elsewhere.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Owner/Assignee agrees to pay a development assessment of \$2,000.00 per residential dwelling unit to the City of Salisbury prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in promoting the implementation of workforce or affordable housing programs to help close the gap between the market rate price of dwelling units in the City and the actual price that a prospective purchaser could afford, as determined by the City.

F. Escalation of Development Assessments: The per unit assessments set forth in paragraphs C, D, and E are subject to adjustment to reflect inflation. Beginning on January 1, 2014, the per unit assessments shall be subject to adjustment for inflation and this adjustment shall take place annually on the first day of January and continue until all assessments are paid. The assessments shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. At time of development, the Owner/Assignee agrees to accommodate pedestrian and bicycle access from Merritt Mill Road through the Property to the southernmost property line. Pursuant to this agreement and as contemplated on the concept development plan, the Owner/Assignee agrees to install, improve, and dedicate an 8-foot wide pedestrian/bicycle trail through the Property at time of development approval and to provide a 15-foot wide perpetual public use easement over the trail to the City of Salisbury.
- ii. The Owner/Assignee agrees to submit for Salisbury-Wicomico County Planning Commission approval, architectural and landscaping design standards that will guide and promote a unified appearance to the development on the Property.
- iii. The Owner/Assignee agrees to arrange the layout of walkways so as to connect these walkways to existing walkways or mutually agreed proposed walkways of the east side; and to arrange the layout of internal streets and walkways as indicated on the concept development plan for possible future connection to the undeveloped parcel adjoining the west side.
- iv. The Owner/Assignee agrees to achieve LEED credit points in collaboration with the Planning Commission for the project using the rating system established by the United States Green Building Council's 2009 LEED for Neighborhood Development Rating System (as Updated in 2011). The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location, its context, existing available services and established City criteria. Understanding this, and in order to establish a baseline, the City and Owner/Assignee will first agree to the total sum of LEED points unattainable due to these factors that are beyond the control of the Owner/Assignee. The sum of these points will then be deducted from the total points possible; the difference then divided by the total points possible to arrive at a baseline quotient. Prior to development approval, the Owner/Assignee shall submit specific findings, accepted by the Director of Planning, to demonstrate to the satisfaction of the Salisbury/Wicomico Planning Commission that the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient. In keeping with this provision, the Owner/Assignee agrees specifically to adhere to the following energy and environmental performance standards:
 - * Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.

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- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Owner/Assignee agrees to plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors for all dwelling units on the Property will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

H. Prior to development, the Owner/Assignee agrees to undertake a traffic study of the impact of development of the Property to area roadways and intersections and to design and construct improvements found by the Department of Public Works to be needed to mitigate negative impacts of the development which is to be set forth in a Public Works Agreement with the City and/or County to effectuate those improvements.

I. The Owner/Assignee represents that it will establish and incorporate a Homeowners' Association (HOA) covering all dwelling units on the Property and such Association shall take ownership, control, and responsibility of and for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed development, other than streets and/or other facilities to be accepted and maintained by the City.

J. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. RECORD PLAT:

When the property is developed, the Owner/Assignee will provide the City with a copy of the final record plat for the development.

9. MISCELLANEOUS:

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. Upon annexation, this Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

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H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing. Such notice shall be deemed to have been given when personally delivered to the party or parties or when enclosed in an envelope having the proper postage, addressed to the party or parties to receive such and deposited, as certified mail, return receipt requested, at a United States Post Office. The date at which such notice shall be deemed to have been given shall be the date of such deposit in the mail.

IF TO THE CITY:

Thomas Stevenson, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

S. Mark Tilghman, City Attorney
1185 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER:

Thomas F. Johnson, Jr., Pers. Representative
128 East Main Street
Salisbury, Maryland 21801

The parties hereto shall be responsible for notifying each other of any change of address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

Kimberly R. Nichols

THE CITY OF Salisbury, MARYLAND

By:

Thomas F. Johnson Jr.

WITNESS/ATTEST:

Julie S. Price

OWNER: Estate of Marian H. Smith

By:

Thomas F. Johnson Jr.
Thomas F. Johnson Jr., Personal Representative

APPROVED AS TO FORM:
S. Mark Tilghman, City Attorney

STATE OF MARYLAND
 COUNTY OF WICOMICO, to wit:

I HEREBY CERTIFY, that on this 15 day of JANUARY, 2014 before me, a Notary Public in and for the State aforesaid, personally appeared JAMES R. ESTERD, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal

Donna S. Haag (SEAL)
 Notary Public

My Commission Expires: 12-29-2014

Donna S Haag
 NOTARY PUBLIC
 Wicomico County, Maryland
 My Commission Expires 12-29-2014

I HEREBY CERTIFY, that on this 31ST day of January, 2014, before me, a Notary Public in and for the State aforesaid, personally appeared Thomas F. Johnson, Jr., who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Personal Representative of the Estate of Marian H. Smith, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and notarial seal.

CLERK'S NOTATION
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My Commission Expires: 1-28-2017

James M. Bilbrough III (SEAL)
 Notary Public



I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

S. Mark Tilghman, City Attorney

Received for Record JUL 26 2018 and
 recorded in the * Records of Wicomico
 County, Maryland in Liber M.S.B.

No. 4 Folios 256-271

Mad. S. Bowe Clerk

* City ordinance
 & resolution



City of
Salisbury
Jacob R. Day, Mayor

LIBER 0004 FOLIO 256

July 26, 2018

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

Dear Ms. Carter:

Enclosed is the following resolution, which was enacted by the City of Salisbury on May 29, 2018 and became effective July 14, 2018:

Resolution No. 2832 – **modifying** the annexation agreement for the area of land previously made a part of the corporate limit of the City of Salisbury, known as the “Merritt Mill Road/Smith Annexation.”

The original annexation agreement, effective February 27, 2014 through Resolution No. 2356, allowed for 6.5 units per acre for the development known as the Merritt Mill Townhouses. Resolution No. 2832 allows 6.9 units per acre for a total of 75 units, waives the Affordable Housing contributions associated with 67 units, requires the project to meet the National Green Building Standards (NGBS) along with ENERGY STAR New Homes in lieu of the LEED, and allows Pennrose Management Co. to perform the same role as a Home Owners’ Association.

If you have any questions, please give me a call at 410-548-3140.

Sincerely,

Kimberly R. Nichols, MMC
City Clerk

Enclosure

cc: ✓ Mark Bowen, Clerk of Circuit Court
Dionne Church, Wicomico County Bd. Of Elections
Christine D. Miller, State Assessments Office
Tracey Gordy, Maryland Department of Planning
Candace E. Humphrey, Comcast Government & Public Affairs
William Holland, City of Salisbury

FILED

2018 JUL 26 AM 11:48

CLERK, WICOMICO CO.

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 Counsel
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

410-548-3140
Phone

Rm 305

7-24-18

Salisbury, MD 21801

Date of Submitting this Resolution*

2832

Resolution Number

5-29-18

Date Enacted by Legislative Body

7-14-18

Effective Date**

* This is a modification to the Annexation Agreement for Resolution No. 2356
1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed _____. (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).

DLS/9-14

FILED

2018 JUL 26 AM 11:48

CLERK, WICOMICO CO.