

RESOLUTION NO. 3218

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, A DEED FOR THE ABANDONMENT OF AN UNIMPROVED PAPER ROAD

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, the City is the owner of a certain piece or parcel of land described as Milton Drive (the “**Road**”), as shown on a plat entitled “Northwood”, made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; and

WHEREAS, the land originally conveyed to the City to serve as the Road as aforesaid was never improved by the construction of street improvements, curb and gutter, storm drainage, paving or other improvements and hence amounted only to a “paper road”; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon the unimproved Road identified above; and

WHEREAS, the City’s abandonment of the Road identified above will not affect any public access to public roadways; additionally, the Road constitutes a mere “paper road” as it was never constructed or operational; and

WHEREAS, the Grantee identified on the attached Deed, Columbia Drive of America, LLC, desires that the attached Deed be executed, conveying the property identified above to Columbia Drive of America, LLC; and

WHEREAS, by this Resolution, the Council hereby authorizes the Mayor’s execution of the attached Deed on behalf of the City; and,

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

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Deed, attached hereto and incorporated herein as **Exhibit A**.

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


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

Section 4. The recitals set forth hereinabove and **Exhibit A** attached hereto are incorporated into this section of the Ordinance as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.


THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13th day of February, 2023 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols, City Clerk


Muir W. Boda, City Council President

Approved by me, this 27th day of February, 2023.


John R. Heath, Acting Mayor

THIS QUIT CLAIM DEED, made this 29 day of February, 2023, by **THE CITY OF SALISBURY**, a body politic and corporate of the State of Maryland, hereinafter called "Grantor", witnesseth:

WHEREAS, a certain road named Milton Drive ("Road") is shown on a plat entitled "Northwood", made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; ("Northwood Plat"); and

WHEREAS, the Road, although plated, was never constructed and/or dedicated to the City of Salisbury; and

WHEREAS, the City of Salisbury has agreed to abandon and convey any interest it may have in that portion of the Road described herein to Grantee; and

WHEREAS, Grantee intends to record a Boundary Line Adjustment Plat combining Lots 1-20 of block G as shown on the Northwood Plat.

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and Quit Claim unto **Columbia Drive of America, LLC**, a Maryland limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, the following described property:

Beginning at a point on the northerly right of way line of Arlington Road (50' r/w) at its intersection with the westerly right of way line of Milton Drive (50' r/w).

- (1) Thence by and with the said line of Milton Drive North 2°22'35" East a distance of 500.00 feet to a point on the southerly right of way line of Columbia Drive (50' r/w).
- (2) Thence by and with the said line of Columbia Drive South 87°37'30" East a distance of 25.00 feet to a point at the centerline of the aforesaid Milton Drive.
- (3) Thence by and with the said centerline of Milton Drive South 2°22'35" West a distance of 500 feet to a point on the aforesaid line of Arlington Road.
- (4) Thence by and with the said line of Arlington Road North 87°37'25" West a distance of 25.00 feet to the point of beginning.

BEING the westerly half of Milton Drive and containing 12,500.00 square feet, more or less.

BEING more particularly shown and designated as "12,500.00 Sq. Ft. 0.29 ac. Milton Drive to be conveyed to Lots 1-20 to become Lot 1A" on a survey prepared by Parker & Associates entitled "Exhibit for Road Closure, 1803 Raymond Drive, as shown on "Northwood" for Columbia Drive of America, LLC," to be recorded among the Plat Cabinet Records simultaneously herewith, a copy of which is attached and incorporated herein.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and

the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantee, its successors and assigns, forever in fee simple.

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

THE CITY OF SALISBURY

Kimberly R. Nichols

By: John R. Heath (SEAL)
John R. Heath, Acting Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY that on this 29th day of February, 2023, before me, the undersigned officer, personally appeared **John R. Heath**, Mayor of the City of Salisbury, Maryland, known to me or satisfactorily proven to be the person which name is subscribed to the within instrument, and he acknowledged that he, being duly authorized to do so, executed the same, in said capacity, for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

My Commission Expires: 2/28/26

Jessica M. Turner
Notary Public

Jessica M. Turner
NOTARY PUBLIC
Wicomico County
MARYLAND
MY COMMISSION EXPIRES -

CERTIFICATION

I HEREBY CERTIFY that the within and foregoing instrument has been prepared by or under the supervision of the undersigned attorney authorized to practice in the State of Maryland.

Laura E. Hay, Esquire