

RESOLUTION NO. 1690

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the northwesterly corporate limit of the City of Salisbury, to be known as the "West Road/ Rinnier Development Company Annexation" being an area located on the west side of and binding upon West Road.

WHEREAS the City of Salisbury has received a petition to annex, 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 (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located on the west side of West Road between Chippewa Boulevard and Queen Avenue, and parcels being contiguous to and binding upon the northwesterly corporate limit of the City of Salisbury.

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five (25%) of the persons who are eligible voters and property owners owning twenty-five (25%) of the assessed valuation of real property in the area to be annexed, all as of August 11, 2008, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS it appears that the petition meets all the requirements of the law.

WHEREAS the public hearing is scheduled for September 22, 2008 at 6:00 p.m.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Northerly side of and binding upon West Road, and being more particularly described

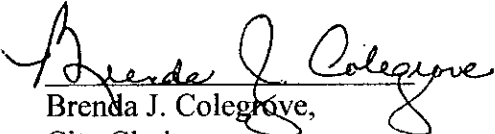
on Exhibit "A" attached hereto and made a part hereof.

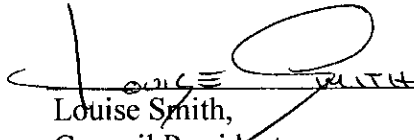
SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms, conditions and agreements in Exhibits A-C — attached hereto and made a part hereof.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on September 22, 2008, at 6:00 o'clock p.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 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.

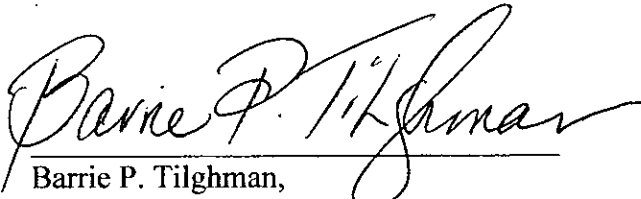
SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 25th day of August, 2008, having been duly published as required by law in the meantime a public hearing was held on September 22, 2008, and was finally passed by the Council at its regular meeting held on this 13th day of October, 2008.


Brenda J. Colegrove,
City Clerk


Louise Smith,
Council President

APPROVED BY ME this 14th day of
October, 2008.


Barrie P. Tilghman,
Mayor of the City of Salisbury

West Road - Westside Manor Annexation

A CERTAIN AREA OF LAND contiguous to and binding upon the northwesterly Corporate Limit of the City of Salisbury to be known as "West Road - Westside Manor Annexation" beginning for the same at a point on the Corporate Limit, said point being on the westerly right of way line of West Road near the southeast corner of Lot 1, Block M "Westside Manor" X 1,197,960.95 Y 204,823.47; thence running by and with the lands of Chandler & Carey, Inc. the following two courses: (1) South eighty-six degrees forty-nine minutes twenty-seven seconds West (S 86° 49' 27" W) one hundred and forty-nine decimal seven, one (149.71) feet to a point X 1,197,811.47 Y 204,815.17; (2) North three degrees ten minutes thirty-three seconds West (N 03° 10' 33" W) three hundred and fifteen decimal two, one (315.21) feet to a point on the southerly right of way line of an unimproved street known as Wells Street X 1,197,794.00 Y 205,129.90; thence running with the right of way line of said street South eighty-six degrees forty-seven minutes fifty-five seconds West (S 86° 47' 55" W) six hundred and thirty-seven decimal one, six (637.16) feet to a point on the westerly right of way line of an unimproved street known as Nokomis Avenue X 1,197,157.84 Y 205,094.31; thence running with the right of way line of said street North nineteen degrees twelve minutes fourteen seconds West (N 19° 12' 14" W) three hundred and thirty-four decimal six, three (334.63) feet to a point lying ten (10) feet south of the southerly right of way line of Queen Avenue X 1,197,047.77 Y 205,410.32; thence running parallel to and ten (10) feet south of said right of way line South seventy-five degrees forty-four minutes fifty-nine seconds West (S 75° 44' 59" W) two hundred and sixty-seven decimal zero, two (267.02) feet to a point on the westerly boundary line of the lands of Chandler & Carey, Inc. X 1,196,788.97 Y 205,344.60; thence running by and with the boundary line of said lands the following two courses: (1) South nineteen degrees fifty-eight minutes thirty-four seconds East (S 19° 58' 34" E) one thousand three hundred and seventy-six decimal two, two (1,376.22) feet to a point X 1,197,259.13 Y 204,051.18; (2) North seventy-eight degrees forty-three minutes thirty-seven seconds East (N 78° 43' 37" E) three hundred and sixty-nine decimal nine, zero (369.90) feet to a point at the northwesterly corner of the lands of William H. Mariner X 1,197,621.89 Y 204,123.49; thence running by and with the westerly boundary line of said lands South fourteen degrees thirty-three minutes twenty-three seconds East (S 14° 33' 23" E) one hundred and twenty decimal eight, zero (120.80) feet to a point on the northerly right of way line of Chippewa Boulevard X 1,197,652.25 Y 204,006.57; thence by and with the right of way line of said road North seventy-five degrees twenty-three minutes seventeen seconds East (N 75° 23' 17" E) sixty decimal zero, zero (60.00) feet to a point at the southeasterly corner of the said Mariner lands X 1,197,710.31 Y 204,021.71; thence by and with the easterly boundary line of said lands North fourteen degrees thirty-three minutes twenty-three seconds West (N 14° 33' 23" W) one hundred and seventeen decimal three, zero (117.30) feet to a point X 1,197,680.83 Y 204,135.24; thence running with the boundary line of the said Chandler & Carey, Inc. lands the following three courses: (1) North seventy-eight degrees forty-three minutes thirty-seven seconds East (N 78° 43' 37" E) sixty-eight decimal seven, nine (68.79) feet to a point X 1,197,748.29 Y 204,148.69; (2) North three degrees ten minutes thirty-three seconds West (N 03° 10' 33" W) two hundred and seventy-one decimal nine, six (271.96) feet to a point X 1,197,733.23 Y 204,420.23; (3) North eighty-six degrees forty-nine minutes twenty-seven seconds East (N 86° 49' 27" E) two hundred and thirty-nine decimal seven, six (239.76) feet to a point lying ten (10)

feet west of the westerly right of way line of West Road X 1,197,972.62 Y 204,433.51; thence running parallel to and ten (10) feet west of said right of way line North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to a point X 1,197,969.84 Y 204,483.44; thence running by and with the lands of Chandler & Carey, Inc. the following three courses: (1) South eighty-six degrees forty-nine minutes twenty-seven seconds West (S 86° 49' 27" W) one hundred and fifty-nine decimal seven, five (159.75) feet to a point X 1,197,810.33 Y 204,474.59; (2) North three degrees ten minutes thirty-three seconds West (N 03° 10' 33" W) two hundred and ninety decimal zero, zero (290.00) feet to a point X 1,197,794.27 Y 204,764.14; (3) North eighty-six degrees forty-nine minutes twenty-seven seconds East (N 86° 49' 27" E) one hundred and sixty-nine decimal seven, two (169.72) feet to a point on the westerly right of way line of West Road and the Corporate Limit X 1,197,963.72 Y 204,773.54; thence by and with the said right of way line and Corporate Limit North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to the point of beginning and containing 19.125 acres, all of which are the lands of Chandler & Carey, Inc. and William H. Mariner. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

REPORT OF ANNEXATION PLAN

for the

WEST ROAD – RINNIER DEVELOPMENT COMPANY ANNEXATION
TO THE CITY OF SALISBURY

August 18, 2008

This Annexation Plan was prepared pursuant to the 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. This Annexation Plan and the annexation it addresses are consistent with the City of Salisbury's adopted comprehensive plan, the Metro Core Plan.

At a Salisbury City Council meeting on August 25, 2008, the City Council reviewed the annexation resolution, annexation agreement, and this Annexation Plan, and directed that a public hearing date be established. The Council directed that the Annexation Plan be forwarded to the Maryland Department of Planning and Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

Chandler-Carey, Inc. Represented by Mr. Blair Rinnier, Rinnier Development Company and William H. Mariner

1.2 Location

The Property is located near the northeast quadrant of the intersection of Queen Avenue and West Road in the northwesterly part of the City of Salisbury. Tax Map #29, Parcel 232 and Lot 12; Grid #19 and Tax Map #38, p/o Parcel 1, Lot 37, Block 37

Attachment A shows the entire area to be annexed.

1.3 Property Description

Attachment A-1 shows the survey of the Property. The Annexation Property consists 19.12 acres of land. The Property is currently an undeveloped wooded area, predominantly in Loblolly Pine with understory species such as American Holly. It contains no structures.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.4 Existing Zoning

The zoning of properties in the County in the vicinity of the Property is shown on Attachment A-2. The zoning of properties in the City in the vicinity of the Property is shown on Attachment A-3.

The Property is now zoned in the County as R-8 Residential being part of a larger R-8 district extending west, south, and east of the Property.

2.0

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted its current Comprehensive Plan, the Metro Core Plan in 1997. The Plan designates a Metro Core boundary that extends beyond City limits and makes general recommendations for lands both within and outside of the municipal limits. Wicomico County has adopted the Metro Core boundary as part of its Comprehensive Plan. The Property is located within the Metro Core boundary and its recommended future land use is "Suburban".

The Metro Core Plan's goal as it pertains to annexations is as follows: "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

Upon annexation, the Property is proposed to be zoned as R-5 Residential. This City district permits single-family lots with a minimum size of 5,000 square feet.

2.3 Proposed Land Use

The Property is proposed to be developed with 95 single-family houses. Attachment B shows the concept development plan for the Property. This plan is part of a negotiated annexation agreement between the City and the petitioner. The concept development plan also includes recreational open space. It provides for a public road access to both Queen Avenue and Chippewa Boulevard. The annexation agreement provides that the Developer will construct sidewalks and install street lights and street trees on Queen Avenue, Chippewa Boulevard, and West Road to connect the sidewalks internal to the Property to the nearby West Salisbury Elementary School. The annexation agreement provides that, upon annexation, the Property would be developed in substantial conformance with the concept development plan.

3.0**THE PUBLIC FACILITIES AND SERVICES NEEDED BY
THE DEVELOPMENT AND THE METHODS TO
PROVIDE SUCH FACILITIES AND SERVICES TO THE
ANNEXED PARCEL****3.1 Roads**

The Property will be served by Queen Avenue and Chippewa Boulevard. New roads and sidewalks will access each of these existing public roads. A signalized crosswalk across West Road, connecting the Property to the West Salisbury Elementary School, will be installed by the Developer.

Specific development related road impacts would be addressed during the City's development plan review of the project. The City will require a traffic study for the proposed development which will include the impacts of development on all intersections in the vicinity of the Property as determined by the Department of Public Works. The developer would construct all improvements recommended by the study.

**3.2 Wastewater Treatment
and Water Supply**

The County Comprehensive Water and Sewer Plan will have to be amended to include the Property for water and sewer service. The property will be served by recently extended water and sewer mains.

The Developer will be subject to a facility fee for two projects. The first project is a sewer main that has been extended in West Road at developer expense as part of the Westwood Commerce Park development. The second project is a water main that was recently extended in West Road and Queen Avenue at City cost. The amount of both fees will be computed by the City Department of Public Works on the basis of the Property's projected usage expressed as a pro-rata share of total project costs. As part of the development of the Property, the Developer will extend all necessary public water and sewer facilities at sizes, locations and depths subject to City approval.

The City's water treatment system and wastewater treatment systems are expected to have adequate capacity and the City's allocation of water and sewer taps will be dictated by a City allocation plan upon its adoption by the City.

3.3 Schools

The proposed development would generate about 43 public school pupils. Pupil enrollment and State Rated Capacity of each of the pertinent public schools is shown below. Note the West

Salisbury Elementary School, which is within walking distance of the annexation Property was over capacity in 2007.

Enrollment and Capacity, Public Schools Serving the Property: September 30, 2007

	Enrollment (Headcount)	Capacity State Rated Capacity (SRC)	FTE to SRC
North Salisbury Elem.	473	526	-53
West Salisbury Elem.	272	270	2
Wicomico Middle	723	910	-187
Wicomico High	1,179	1,199	-20

Source: Master Facility Data, Wicomico County Board of Education.

3.4 Parks and Rec.

An improved recreational area is shown on the concept development plan. The Developer will also construct, at developer expense, a sidewalk network providing access to the West Salisbury Elementary School. The Property is located within 1,000 feet of a public park located along Chippewa Boulevard.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department provides fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management

The concept development plan provides a stormwater management pond on the Property. Detailed plans and calculations will be required for review and approval by the Salisbury Public Works Department.

3.8 Waste Collection

The City would provide for solid waste pick-up.

4.0

HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The Property is within the metro core boundary and is planned for suburban development. It is mapped and located in an area identified as being eligible for annexation. The annexation would provide a housing development in an existing residential area within walking distance to an existing elementary school and a public park. The project would connect to available infrastructure and reimburse the City for costs previously incurred in installing water and sewer mains. Sidewalks would be added to existing public rights-of-way to connect the Property to the elementary school. Street lights and street trees would be added to existing roads in the vicinity of the school as well.

The Developer will undertake a traffic study to ascertain the impacts of the project to the movement of traffic on West Road, and in particular at its intersections with Queen Avenue and Chippewa Boulevard.

With respect to natural areas, the project removes woodland on the Property, but retains a 35-foot wide strip of forest area around the perimeter of Property.

List of Attachments**A: Annexation Survey.**

Showing the Property survey boundaries. This exhibit is part of the annexation agreement attendant to the Property.

A-1: Annexation - County Zoning.

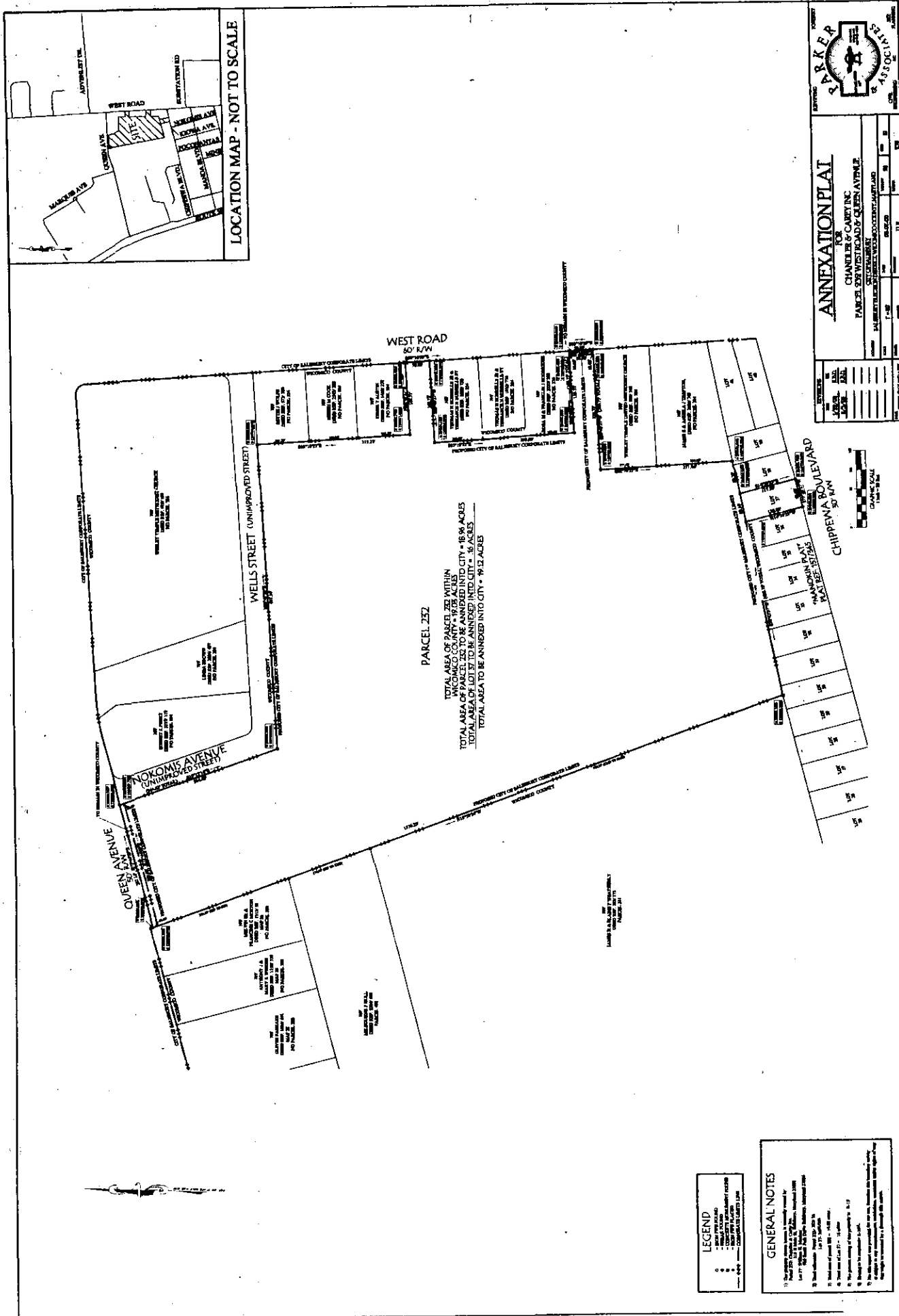
Showing the zoning of properties located beyond the corporate limits of Salisbury in Wicomico County in the vicinity of the Property.

A-2: Annexation - City Zoning.

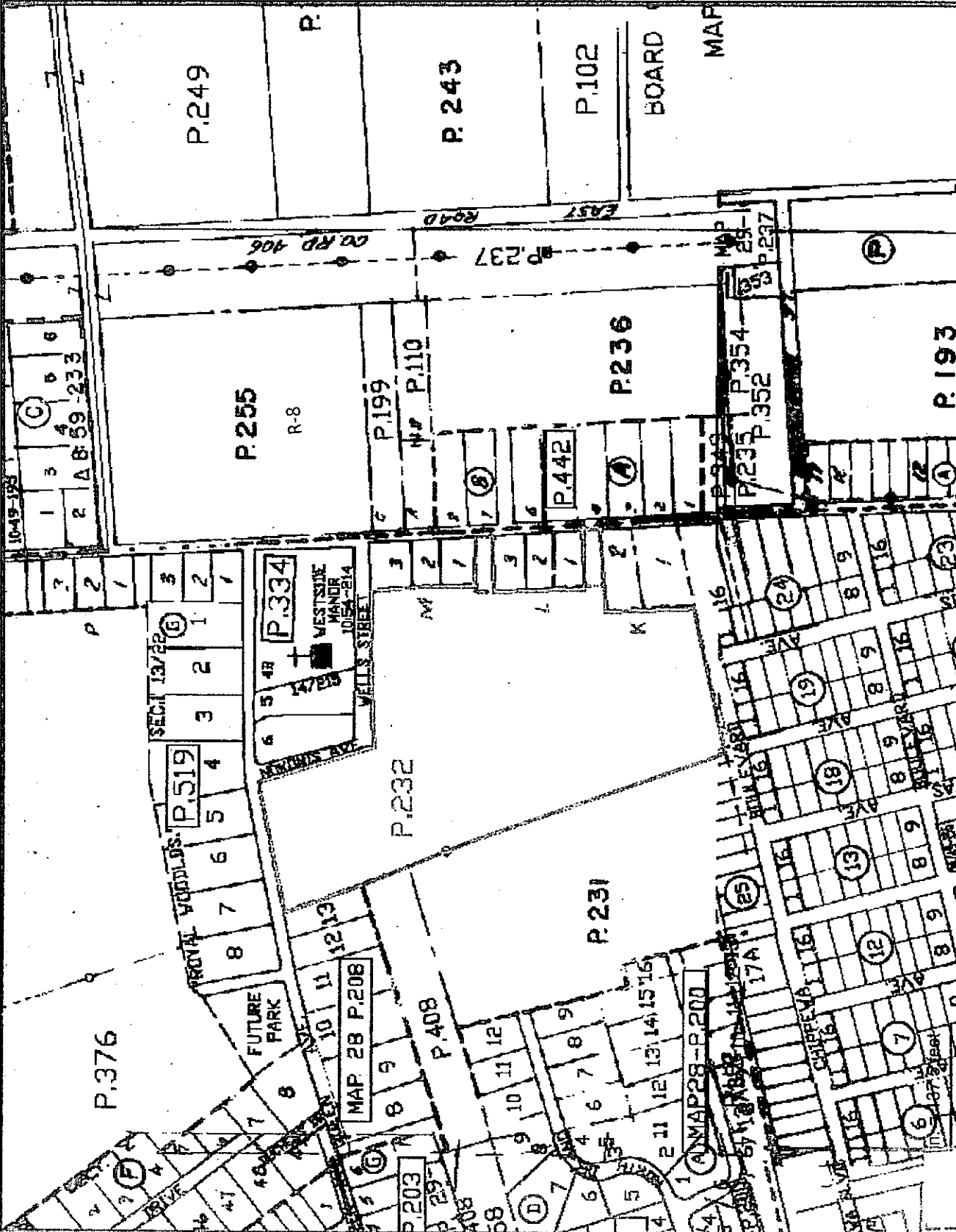
Showing the zoning of properties located in the City of Salisbury in the vicinity of the Property.

B. Attachment B – Concept Development Plan.

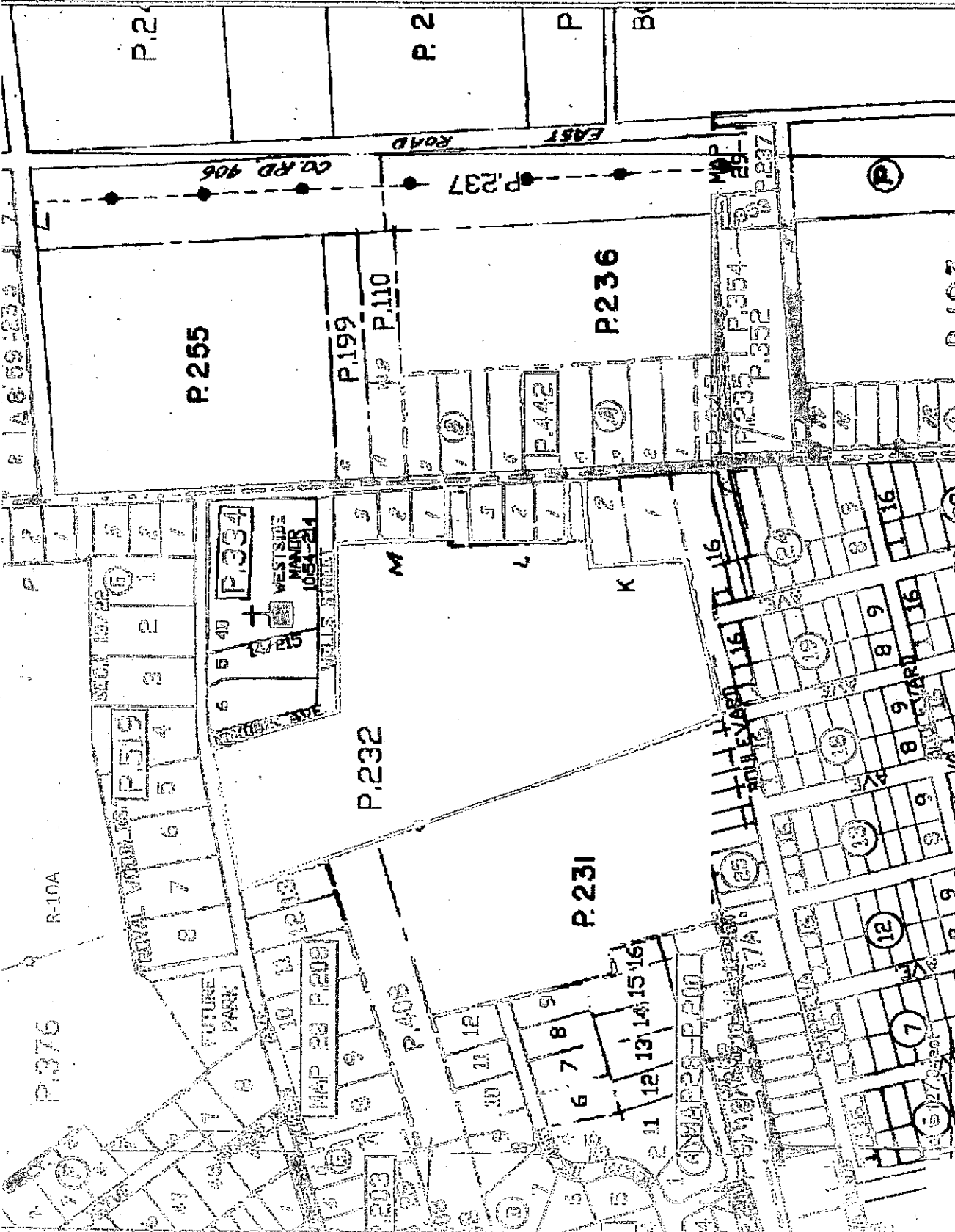
Showing the proposed conceptual development of the Property: streets, lots, and connections to the road network, etc. This attachment is part of the annexation agreement attendant to the Property.



Background



West Road - Westside Manor Annexation - County Zoning



West Road - Westside Manor Annexation - City Zoning

[illegible]

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EXHIBIT "C"
327 3298 0000

ANNEXATION AGREEMENT

West Road / Rinnier Development Company Annexation

THIS AGREEMENT is made this 22nd day of September, 2008, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Chandler-Carey, Inc. (hereinafter, "the Developer") with its principal place of business at 218 E. Main Street, Salisbury, Maryland 21804.

RECITALS

WHEREAS, the Developer is the record owner and contract purchaser 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 Developer desires to construct upon the Property a single-family residential development project of 95 houses.

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 Developer desires to obtain for the Property; and

WHEREAS, the Developer 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 Developer and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

Hickory Environmental Consulting
M- 100 West Main Street
Fruitland MD 21826

227 33498

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BOOK

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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 a concept development plan, if such plan 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 Developer'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 DEVELOPER:

A. This Agreement constitutes the formal written consent to annexation by the Developer as required by Article 23A, Section 19(b). The Developer 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 Developer 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 Developer warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner and contract purchaser of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

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

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-5" as stated in the Annexation Resolution and described in the City Zoning Ordinance. The City Zoning Map will be revised accordingly.

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 Developer 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 Developer will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period.

8. DEVELOPMENT CONSIDERATIONS:

A. Costs and Fees: The Developer agrees that it will pay the 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 Developer 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. The City and Developer acknowledge that the project is in close proximity to West Salisbury Elementary School and will create a demand for pedestrian access from the Property to the School. Therefore, as a condition of annexation, the Developer agrees to construct at the Developer's sole expense sidewalks and install street lights in the following locations: on the south side of Queen Avenue from the intersection of West Road to the proposed public road entrance from the Property onto Queen Avenue, and on west side of West Road, from Queen Avenue to Chippewa Boulevard, on the east side of West Road along the southerly end of the school property frontage north to but not beyond the intersection of Queen Avenue and West Road, and on the north side of Chippewa Boulevard from West Road to the proposed public road entrance from the Property. The Developer further agrees to install street trees along the new sidewalks, the size and species of which shall be determined by the Salisbury-Wicomico County Planning Commission prior to approval of any subdivision of the Property. Should it be determined by the Department of Public Works that right-of-way constraints prevent the construction of these sidewalks by the Developer, the Developer agrees to pay an amount equal to the full cost of each sidewalk/streetscape construction project in one lump sum to the City for its future use; cost to be determined by the City and/or County Departments of Public Works. The developer agrees to construct and/or signalize a crosswalk over West Road providing access from the project to the School prior to the issuance of a use and occupancy permit; the location and design of such crosswalk to be determined by the City and/or County Departments of Public Works. These capital improvement requirements are understood by the parties to be in addition to and independent of any impact fees imposed by Wicomico County or the City of Salisbury and of any off-site requirements that the Salisbury-Wicomico County Planning Commission may in its authority to regulate development impose as a condition of its approval.

D. Re-investment in Existing Neighborhoods: The Developer agrees to pay a development assessment to the City in the amount of \$2,400.00 for each single-family 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 Wicomico County or the City, and any assessments that may be required to be paid under paragraph E of this section or elsewhere.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Developer agrees to pay a development assessment of \$1,750.00 per single family residential dwelling unit to the City of Salisbury. The payment of the assessment shall be made as a condition of the issuance of a building permit and which development assessment is understood by the parties to be intended for use by the City in promoting the implementation of a workforce housing program to help close the gap between the market rate price of a dwelling unit in the proposed development on the Property and the actual price that a prospective workforce housing purchaser could afford, as determined by the City. The Developer agrees to make available for use as workforce housing at least five single-family dwelling units in the development and further agrees that the units will be indistinguishable from and entirely equal to the units not made available by the Developer for workforce housing, unless the Developer agrees at his discretion in cooperation with the City to make minor modifications internal to the unit which in a demonstrable way lower construction costs and the fair market rate sales price. Under the program, the Developer agrees to accept pre-qualified buyers meeting workforce housing eligibility criteria established by the City and the City agrees to use the funds collected for the Property. If the City does not implement a program by the time the developer obtains his thirteenth (13th) residential building permit for the development on the Property, the per unit development assessment shall be used by the City at its sole discretion to meet housing needs through other means and the developer is relieved of responsibility contained herein with the exception of paying the per unit assessment.

F. Escalation of Development Assessments: The per unit assessments set forth in paragraphs D and E are subject to adjustment to reflect inflation. Beginning on August 1, 2008, the per unit assessments shall be subject to adjustment for inflation and this adjustment shall take place annually on the first day of August 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. The Developer agrees to reserve in perpetual open space a portion of the Property as improved open space for recreation in general conformity with the open space arrangement shown on Attachment B and to retain on that open space the existing canopy trees.

- ii. The Developer agrees to retain existing forest area to the extent practical on the Property, only removing forest area necessary to install roads, infrastructure, open spaces, and to provide adequate space for buildings and front, side and rear yards for the residential lots. The Developer agrees to plat a forest protection easement along the periphery of the Property and upon certain proposed lots as shown on the Concept Development Plan.
- iii. Developer 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.
- iv. The City encourages the Developer to strive to obtain LEED certification for the development and/or as many individual buildings as possible on the Property and the Developer agrees specifically to the following:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life, provided the City Department of Public Works adopts a standard specification for a LED lamp fixture. The 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.
 - The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified Landscape Architect with consideration given to stormwater infiltration, bio-retention and open channel conveyance. Using these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner. The developer agrees to plant at least one shade tree on each residential lot.
 - Roadway and parking lot construction shall be accomplished using recycled aggregates and base material.
 - The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors in all houses 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. The Developer 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 to the intersection of West Road with both Queen Avenue and Chippewa Boulevard as may be required by and to the standards of either or both the City and County Departments of Public Works and to enter into a Public Works Agreement with the City and/or County to effectuate those improvements.

I. The Developer shall be subject to a facility fee for two projects: The first project is a sewer main that has been extended in West Road at developer expense as part of the Westwood Commerce Park development. The second project is a water main that was recently extended in West Road and Queen Avenue at City cost. The amount of both fees shall be computed by the City Department of Public Works on the basis of the Property's projected usage expressed as a pro-rata share of total project costs. The fees shall be paid by the Developer to the City at the time the Property is connected to the mains. As part of the development of the Property, the Developer shall also extend all necessary public water and sewer facilities at sizes, locations and depths subject to City approval.

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.

K. Mortgage holders shall subordinate their lien interest in the property to the terms and conditions of this Agreement.

8. RECORD PLAT:

The Developer will provide the City with a copy of the final record plat for the development of the Property.

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. 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 Developer 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 Developer 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 Developer shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

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 and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY:

John Pick, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

Paul Wilber, City Attorney
1185 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE DEVELOPER:

Rinnier Development Company
C/o Blair Rinnier
218 E. Main Street
Salisbury, Maryland 21801

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

WITNESS:

Brenda L. Colegrove

THE CITY OF Salisbury, MARYLANDBy: *Barrie P. Tiffman***WITNESS/ATTEST:**

Paul G. Payne
RONALD G. PAYNE

OWNER: Chandler-Carey, Inc.,

BRE
By: *W. BLAIR RINNIE, JR.*
VICE President

APPROVED AS TO FORM:

Paul Wilber, City Attorney

BOOK

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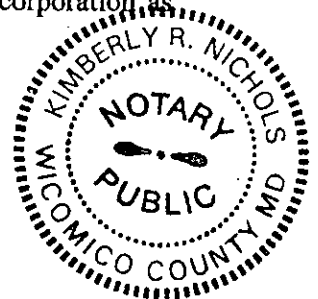
STATE OF MARYLAND

COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 22nd day of September, 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Paul P. Fighman, 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.

Kimberly R. Nichols (SEAL)
Notary Public

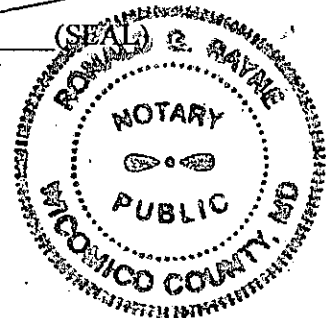
My Commission Expires: 10-18-09

I HEREBY CERTIFY, that on this 22nd day of September, 2008, before me, a Notary Public in and for the State aforesaid, personally appeared J. Blair Runkle, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be ~~Member~~ of **Chandler-Carey, Inc.**, a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

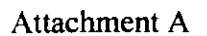
* for Vice-President

[Signature]
Notary Public

My Commission Expires: 6/1/10

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.

[Signature], City Attorney



VICINITY MAP - NOT TO SCALE

CHIPPEWA BOULEVARD

WEST ROAD
60' R/W

GRAPHIC SCALE



LAND USE SUMMARY

GENERAL NOTES

LIBER 2974 FOLIO 572-

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WSE W103
Oct 14, 2008 11:53 am

Received for Record **OCT 14 2008** and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 2974 Folios 510-572

Mark J. Bourne Clerk

BOOK 3 PAGE 768
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) #

232

Map

#

29

SIGNATURE(S)

[Signature]
Agent Chandler and Leroy

Date

8/15/06

Date

Date

Date

wp:petition.for
11/09/95

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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(s): p/o Parcel 1, Lot 37*
 Block 25, "Manokin Plat"
 (Plat Reference 157/345)

Map # 38

SIGNATURE (S)

William H. Mariner
William H. Mariner

8-8-08
Date

Date

Date

Date

City of Salisbury



JAMES S. CALDWELL, P.E.
DIRECTOR

NEWELL W. MESSICK, III, P.E.
DEPUTY DIRECTOR

MARYLAND
DEPARTMENT OF PUBLIC WORKS

GOVERNMENT OFFICE BLDG.
125 N. DIVISION STREET
SALISBURY, MARYLAND 21801-4940
Tel.: 410-548-3170
Fax: 410-548-3107

CERTIFICATION

WEST ROAD – WESTSIDE MANOR 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.

W. Clay Hall
W. Clay Hall
Surveyor

Date: 8/11/08

West Road Westside Certif..ann

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DEED

BERTHA M. BROWN
JAMES BROWN, HER HUSBAND

TO

CHANDLER & CAREY, INC.
A BODY CORPORATE

TWELVE DOLLARS AND TEN CENTS
RECORDATION TAX STAMPS

TWELVE DOLLARS AND TEN CENTS
INTERNAL REVENUE STAMPS

THIS DEED, Made this 30th day of October,
A.D., 1953, by Bertha M. Brown and James
Brown, her husband, of Wicomico County and
State of Maryland, witnesseth:
THAT FOR AND IN CONSIDERATION of the sum of
Ten Dollars (\$10.00) and other valuable con-
sideration, the said Bertha M. Brown and
James Brown do hereby grant and convey unto

Chandler & Carey, Inc., a body corporate of the State of Maryland, its successors and assigns,
all that tract or parcel of land situate and lying in Salisbury Election District, Wicomico
County, Maryland, on the Westerly side of and binding upon "West Road", bounded on the North
by the land of Joseph H. Trader, bounded on the South by the land of The Community Land Devel-
opment Company, bounded on the West by the land of D. B. Maddux, and more particularly de-
scribed as follows: Beginning for the same at a stob driven in the ground on the Westerly
side of said West Road at the Northeast corner of the land of the said The Community Land
Development Company, thence running by and with said The Community Land Development Company
land South 85 degrees 42 minutes West 767.4 feet to a cement post on the line of the afore-
said Maddux land, thence running by and with said Maddux land North 13 degrees West 1964.3
feet to the line of the aforesaid Trader land, thence running by and with said Trader land in
a straight line 1346.7 feet to the Westerly line of said West Road at a point 1819 feet dis-
tant from the point of beginning, thence running by and with said West Road South 4 degrees
West 1819 feet to the place of beginning, containing 44.83 acres of land, more or less, being
the same land that was conveyed unto Bertha M. Brown by Arthur H. Holloway et al., by deed
dated December 11, 1928, and recorded among the Land Records of Wicomico County, Maryland, in
Liber I.D.T. No. 157, Folio 396; reference to said deed and to preceding deeds of the prop-
erty hereby conveyed, and to the references therein contained, is hereby made as a part here-
of as if fully herein set forth.

TOGETHER with the improvements thereon and all the rights and appurtenances thereto be-
longing or in any manner appertaining.

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

AND the said Bertha M. Brown and James Brown, her husband, do hereby covenant that they
will warrant specially the property hereby conveyed and that they will execute such other and
further assurances thereof as may be requisite.

AS WITNESS our hands and seals, the day and year first above written.

TEST: Iris B. Beauchamp

Bertha M. Brown (SEAL)

James Brown (SEAL)

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of October, A.D., 1953, before me, the subscri-
ber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, person-
ally appeared Bertha M. Brown and James Brown, her husband, and each acknowledged the afore-
going Deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

Iris B. Beauchamp
Notary Public

Seal
Iris B.
Beauchamp
N.P.

Received for Record November 5, 1953, same day recorded in Liber J.W.T.S. No. 352, Folio 36,
one of the Land Records of Wicomico County.

9. + 10. C. + C. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 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1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 1092. 1093. 1094. 1095. 1096. 1097. 1098. 1099. 1100. 1101. 1102. 1103. 1104. 1105. 1106. 1107. 1108. 1109. 1110. 1111. 1112. 1113. 1114. 1115. 1116. 1117. 1118. 1119. 1120. 1121. 1122. 1123. 1124. 1125. 1126. 1127. 1128. 1129. 1130. 1131. 1132. 1133. 1134. 1135. 1136. 1137. 1138. 1139. 1140. 1141. 1142. 1143. 1144. 1145. 1146. 1147. 1148. 1149. 1150. 1151. 1152. 1153. 1154. 1155. 1156. 1157. 1158. 1159. 1160. 1161. 1162. 1163. 1164. 1165. 1166. 1167. 1168. 1169. 1170. 1171. 1172. 1173. 1174. 1175. 1176. 1177. 1178. 1179. 1180. 1181. 1182. 1183. 1184. 1185. 1186. 1187. 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THIS DEED, made this 5 day of May, 2005, by and between **PATRICIA B. PETERSEN**, Treasurer for Wicomico County, Maryland, party of the first part, and **WILLIAM H. MARINER**, party of the second part, WITNESSETH:

WHEREAS, the Circuit Court for Wicomico County, Maryland, on the 15th day of February, 2005, passed a DECREE in Case No.22-C-04-001402, pursuant to the General Public Laws of the State of Maryland, in the case of William H. Mariner, foreclosing all rights of redemption against Elizabeth Burroughs, and the unknown owners and all persons that have or claim to have any interest in and to the hereinafter described parcel of real estate.

NOW THEREFORE, in consideration of the sum of Three Thousand Dollars (\$3,000.00), I, **PATRICIA B. PETERSEN, TREASURER FOR WICOMICO COUNTY, MARYLAND**, pursuant to the aforesaid Decree, and in accordance with the Laws of Maryland, in such case made and provided, the same having been complied with, do hereby grant and convey unto **WILLIAM H. MARINER**, his personal representatives and assigns, forever in fee simple, the following described real estate:

All that lot or parcel of land, situate, lying and being in Salisbury Election District, Wicomico County, State of Maryland, located on the Northerly side of and binding upon Chippewa Boulevard, having a frontage thereon of 60 feet, the Easterly line having a length of 117.3 feet, the Westerly line having a length of 120.8 feet, and the Northerly line having a length of 60.1 feet, and being designated as Lot No. 37 in Block 25 on the plat of "Manokin", made for The Community Land Development Co., Inc. in December, 1928, by F.H. Dryden, Engineer, and recorded among the Land Records of Wicomico County, Maryland, in Liber I.D.T. No. 157, Folio 345 and BEING ALL AND THE SAME PROPERTY that was conveyed unto Elizabeth Burroughs by the following two deeds:

- 1) a one-half interest by deed dated May 13, 1992 from Elizabeth N. Burroughs, Personal Representative of the Estate of P. Elliott Burroughs, Jr., et al, and recorded among the Land Records of Wicomico County, Maryland at Liber 1293, folio 452, et seq.; and
- 2) a one-half interest by deed dated December 14, 1994 from Clara Newton Head, et al, and recorded among the Land Records of Wicomico County, Maryland at Liber 1423, folio 465, et seq.

TOGETHER with the improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

Wm. H. Mariner

*210 South Park Dr.
Salisbury, Md. 21804*

TO HAVE AND TO HOLD the above described and hereby granted property unto **WILLIAM H. MARINER**, his personal representatives and assigns, forever in fee simple.

AND the said Patricia B. Petersen, Treasurer of Wicomico County, Maryland, hereby covenants that she will execute such other and further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first herein written.

WITNESS:

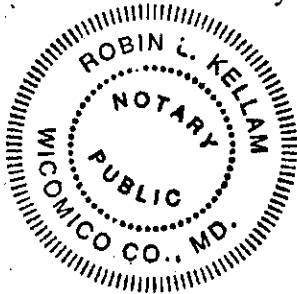
Robin L. Kellam
As to C.L.M.

Patricia B. Petersen (SEAL)
Patricia B. Peterson, Treasurer of
Wicomico County, Maryland

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 2005, before the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared **PATRICIA B. PETERSEN**, Treasurer of Wicomico County, Maryland, and acknowledged the foregoing deed to be her act and deed.

AS WITNESS my hand and official seal.



Robin L. Kellam
Notary Public
My Commission Expires: 1/1/06

ATTORNEY AFFIDAVIT

I HEREBY CERTIFY, that this instrument was prepared under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

I HEREBY CERTIFY THAT TAXES ARE PAID ON THE PROPERTY COVERED BY THIS DEED AS WELL AS ANY OTHER TAXES WHICH SHOULD BE COLLECTED BEFORE TRANSFER OF SAME PURSUANT TO SECTION 14 ARTICLE 21 OF THE ANNOTATED CODE OF MARYLAND

PATRICIA B. PETERSEN AGRICULTURAL TRANSFER TAX
DIRECTOR OF FINANCE \$ Na

WICOMICO COUNTY, MARYLAND

By

Date

B. Randall Coates

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Wicomico County

By

Date

MB/05
5/5/05

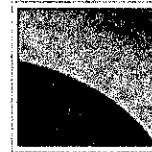
5/5/2005

5/5/2005

BOOK

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Received for Record 12/4/2008 and
recorded in the City Ordinance & Resolutions Records
County, Maryland in Liber M.S.B.
No. 3 Folios 738-774
Max S. Bowe Clerk



JAKUBIAK & ASSOCIATES
INCORPORATED

To: John Pick, City Administrator
From: Jakubiak & Associates, Inc.
Date: July 21, 2008
Re: Fiscal Impact: West Road - Rinnier Annexation

The West Road – Rinnier Annexation proposes 95 single family houses. The annexation is expected to have an overall positive fiscal impact to the City. This memorandum summarizes the analyses of costs and revenues.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2008 Budget) per household is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household. Some portion of most, if not all, city services is fixed and therefore will remain constant in light of new households; this portion of the cost is therefore not assigned to new households.

It should be noted that this cost estimating approach assumes that the annexation in question does not demand a higher or lower level of service than the existing level of service provided to the typical household for any City service. The annual cost of the proposed annexation is expected to be \$37,560.

1410 Forest Drive Suite 23
Annapolis, Maryland 21403

tel: 410.263.7776
fax: 410.263.4431

info@jakubiak.net
www.jakubiak.net

Revenues

Revenue projections are derived from the real estate value of the housing units. The West Road Annexation would include single-family houses, at an anticipated average sales price of \$245,000. Tax assessments in Salisbury are based on 100 percent of market value; therefore, the estimate of full market and assessment values are used as the assessed values. The total expected revenue from the fully taxed full development of the annexation parcel is \$198,060.

It is important to note that upon annexation of a property, the City of Salisbury would begin receiving some property tax revenues. These revenues, which typically would occur *prior to* actual development (and hence, the provision of standard municipal services, i.e. costs) are not included.

Conclusion

It is important to remember that this model takes into account only "direct" costs and revenues that can be tied directly to each household. "Indirect" costs and revenues, such as those from increased demand for commercial and industrial uses are not considered in this model. Despite this, it is reasonable to assume that *this annexation*, once construction is complete, will bring a positive fiscal benefit to the City that is approximately equal to \$160,500 per year in constant 2008 dollars.

NOTICE OF ANNEXATION
TO THE CITY OF SALISBURY

“West Road- Rinnier Development Company”

A certain area of land situate contiguous to and binding upon the Northwesterly corporate limit of the City of Salisbury, to be known as the “West Road / Rinnier Development Company” being an area located on the west side of West Road between Chippewa Boulevard and Queen Avenue.

NOTICE is hereby given by the Council of the City of Salisbury that, on August 25 , 2008 Resolution No 1689 and Resolution No 1690 were introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area of land identified as the “West Road / Rinnier Development Company”, together with the persons residing therein and their real property, and providing that all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, and Annexation Agreement of the City of Salisbury.

NOTICE is further hereby given by the Council of the City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on Monday, September 22, 2008, at 6:00 p.m., in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed area of annexation is as follows:

A certain area of land situate contiguous to and binding upon the Northwestern corporate limit of the City of Salisbury, being an area located on the west side of West Road between Chippewa boulevard and Queen Avenue, containing 19.12 acres of land for the Rinnier Development Company Project.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City policy.
- B. Zoning will be R5
- C. Subject to the provisions of the Annexation Agreement.
- D. Subject to the Submission of Concept Development Plan.

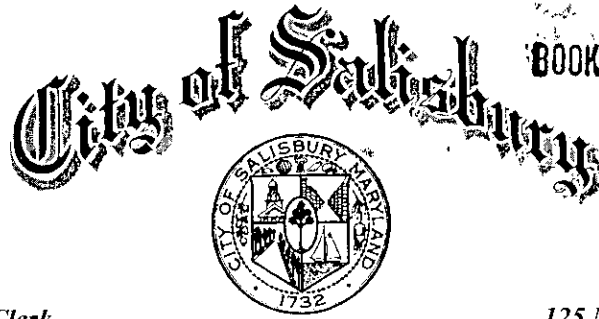
NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that it shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Article 23A of the Annotated Code of Maryland, 1996 Replacement Volume, as amended.

A copy of said Resolutions is posted and may be examined at the City-County Office Building, Salisbury, Maryland.

Publish: August 29, 2008

September 5, 2008

Notice. West Road – Rinnier Development Company



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*Brenda J. Colegrove, City Clerk
City of Salisbury
410-548-3140*

MARYLAND

*125 N. Division St., Room 305
Salisbury, MD 21801-4940
410-548-3781 (fax)*

VIA CERTIFIED MAIL

December 3, 2008

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

Dear Ms. Carter:

MSB M163
Dec 04, 2008 09:55 am

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on October 13, 2008 and became effective November 27, 2008:

Resolution No. 1690 – “West Road/Rinnier Development Company Annexation”

As required, I have also enclosed a copy of the new boundary description of the City. If you have any questions, please give me a call.

Sincerely,

Brenda J. Colegrove, MMC
City Clerk

Enclosure

cc: Tracey Gordy, Maryland Department of Planning
State Assessments
Mark Bowen, Clerk of Circuit Court

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Article 23A, §9A 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

<u>City of Salisbury</u>	<u>Wicomico</u>
<u>Municipal Corporation</u>	<u>County(ies)</u>
<u>Brenda J. Colegrove, City Clerk</u>	
<u>Name and Title of Official Submitting this Resolution</u>	
<u>125 N. Division Street</u>	<u>410-548-3140</u>
<u>Address</u>	<u>Phone</u>
<u>Room 305</u>	<u>December 3, 2008</u>
<u>Salisbury, MD 21801-4940</u>	<u>Date of Submitting this Resolution*</u>
<u>1690</u>	<u>October 13, 2008</u>
<u>Resolution Number</u>	<u>Date Enacted by Legislative Body</u>
	<u>November 27, 2008</u>
	<u>Effective Date**</u>

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 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 4 and against 1 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 (Art. 23A, §9A(c)). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).