

RESOLUTION NO. 1709

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 southeasterly corporate limit of the City of Salisbury, to be known as the "Snow Hill Road / Shore Up!, Inc. Annexation," being an area located on the east side of and binding upon Snow Hill 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 percent (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located on the east side of Snow Hill Road between Shiloh Street and Washington Street, an unimproved County road, and parcels being contiguous to and binding upon the southeasterly 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 percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of September 25, 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 November 24, 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 Easterly side of and binding upon Snow Hill 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 - 1/3-3/8 — attached hereto and made a part hereof.

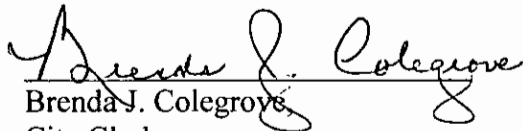
SECTION 3. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on November 24, 2008, at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time 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.

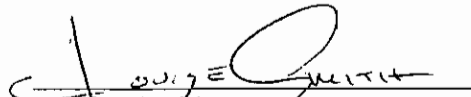
SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 13th day of October, 2008, having been duly published as required by law in the meantime a public hearing was held on the 24th day of November, 2008, and was finally passed by the Council at its regular meeting held on the 8th day of December, 2008.

BOOK

3 PAGE 779


Brenda J. Colegrove
City Clerk


Louise Smith,
Council President


APPROVED BY ME this _____ day of

December, 2008.

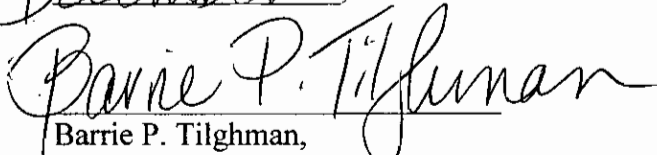

Barrie P. Tilghman,
Mayor of the City of Salisbury

EXHIBIT "A"

Snow Hill Road – Shore Up!, Inc. Annexation

A CERTAIN AREA OF LAND contiguous to and binding upon the southeasterly Corporate Limit of the City of Salisbury to be known as "Snow Hill Road – Shore Up!, Inc. Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of Spring Avenue X 1,205,032.85 Y 193,474.49; thence running by and with the easterly right-of-way line of said road North thirty-six degrees thirty-four minutes forty-one seconds East (N 36° 34' 41" E) fifty-six decimal one, four (56.14) feet to a point on the southerly right-of-way line of Washington Street X 1,205,066.31 Y 193,519.58; thence running by and with the southerly right-of-way line of said street South fifty-three degrees forty minutes nine seconds East (S 53° 40' 09" E) thirty-three decimal zero, eight (33.08) feet to a point on the westerly right-of-way line of Snow Hill Road X 1,205,092.96 Y 193,499.98; thence crossing Snow Hill Road and running North sixty-six degrees ten minutes twenty-nine seconds East (N 66° 10' 29" E) forty decimal zero, one (40.01) feet to a point on the easterly right-of-way line of the said Snow Hill Road at the northwesterly corner of the lands of Shore Up, Inc. X 1,205,129.55 Y 193,516.14; thence running by and with the easterly right-of-way line of said road South twenty-four degrees forty-nine minutes twenty-five seconds East (S 24° 49' 25" E) four hundred and twenty-eight decimal zero, zero (428.00) feet to a point on the westerly right-of-way line of Shiloh Street X 1,205,309.24 Y 193,127.69; thence running by and with the westerly right-of-way line of said street the two following courses: (1) a simple curve to the left radius twenty decimal zero, zero (R = 20.00) feet, forty-one decimal five, three (41.53) feet to a point X 1,205,343.53 Y 193,124.27; (2) North thirty-six degrees twelve minutes thirty-five seconds East (N 36° 12' 35" E) four hundred and eighty-five decimal one, five (485.15) feet to a point at the southeasterly corner of the lands of Shore Up, Inc. X 1,205,630.13 Y 193,515.72; thence running with the easterly boundary line of said lands in part North fifty-four degrees twenty minutes twenty-five seconds West (N 54° 20' 25" W) two hundred and sixty-three decimal three, eight (263.38) feet to a point on the northerly right-of-way line of an unimproved portion of Washington Street X 1,205,416.13 Y 193,669.27; thence running by and with the northerly right-of-way line of said street the three following courses: (1) South thirty-six degrees twelve minutes thirty-five seconds West (S 36° 12' 35" W) twenty decimal eight, six (20.86) feet to a point X 1,205,403.81 Y 193,652.44; (2) a simple curve to the right radius ninety decimal zero, zero (R = 90.00) feet, sixty-four decimal three, six (64.36) feet to a point X 1,205,351.16 Y 193,617.85; (3) South seventy-seven degrees ten minutes fifty-two seconds West (S 77° 10' 52" W) two hundred and forty-nine decimal two, eight (249.28) feet to a point on the easterly right-of-way line of Snow Hill Road X 1,205,108.09 Y 193,562.54; thence running by and with the easterly right-of-way line of said road North twenty-four degrees forty-nine minutes twenty-five seconds West (N 24° 49' 25" W) thirty-six decimal one, five (36.15) feet to a point on the Corporate Limit X 1,205,092.91 Y 193,595.35; thence by and with the said Corporate Limit South twenty-six degrees twenty-five minutes thirty-four seconds West (S 26° 25' 34" W) one hundred and thirty-four decimal nine, six (134.96) feet to the point of beginning and containing 3.445 acres, all of which are the lands of Shore Up, Inc. and portions of Washington Street and Snow Hill Road. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit "B"**REPORT OF ANNEXATION PLAN***for the***SHORE UP! INC. ANNEXATION****TO THE CITY OF SALISBURY**

September 4, 2008

This Annexation Plan was prepared pursuant to 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. The following are milestones in the public review and consideration of the Shore Up! Inc. Annexation.

- At a work session on July 21, 2008, the Salisbury City Council reviewed the annexation request and decided to proceed with development of an annexation resolution and negotiation of an annexation agreement.
- On September 18, 2008, the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for General Commercial zoning of the Property upon annexation.
- At a Salisbury City Council meeting on October 13, 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 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.

1.0**GENERAL INFORMATION AND DESCRIPTION****1.1 Petitioners**

Shore Up! Inc.
520 Snow Hill Road
Salisbury, Maryland 21804

1.2 Location

The Property is located as follows: the easterly side of Snow Hill Road, between Spring Avenue and Shiloh Street. Tax Map #112, Parcel #3430; Grid #22.

The entire area to be annexed includes the unimproved 50-foot right-of-way known as Washington Street and a portion of the Snow Hill Road / Spring Avenue intersection, which rights-of-way provides continuity with the existing municipal limits of Salisbury.

Attachment A shows the entire area to be annexed.

1.3 Property Description

Attachment A also shows the survey of the Property. The Shore Up! Inc. Annexation area contains 2.96 acres of land. The Property is currently partially undeveloped and contains woodlands and gravel surface areas along its frontage with Snow Hill Road.

1.4 Existing Zoning

The zoning of properties in the County in the vicinity of the Property is shown on Attachment A-1. The zoning of properties in the City in the vicinity of the Property is shown on Attachment A-2. The Property is now zoned in the County as C-1 Select Commercial and is part of a Select Commercial District extending to South Schumaker Drive. The area generally includes commercial uses such as a framing shop and a Gift Shop. To the north, Holloway Funeral Home and ED Supply are in the City and zoned General Commercial.

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. The County's Land Use Plan designates the Property for General Commercial use.

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 General Commercial. The proposed zoning is consistent with the existing County zoning and land use plan. The General Commercial District requires a 10,000 sq. ft. lot and permits offices, parking garages, and service or repair facilities as permitted uses. This zoning is consistent in density with the density permitted by the existing Select Commercial zoning district.

2.3 Proposed Land Use

The Property is proposed for development with a one story motor vehicle maintenance garage with a footprint of approximately 4,410 square feet in size. The proposed improvements to the Property also include vehicle parking for Shore Up! Inc. employees.

Attachment B shows the concept development plan for the Property. This plan is part of a negotiated annexation agreement between the City and the petitioners. The concept development plan anticipates a 4,410 square foot building. Access to the site will be provided via Shiloh Street. The Property will contain a 10-foot wide perpetual public use and access easement to the City of Salisbury, for the future installation of a walk/bike trail along the Property's frontage with Snow Hill Road. This easement will be in addition to any required road dedication or utility easement which will be required by the City and/or County Department of Public Works.

The parties, upon City Council adoption of an annexation resolution, would execute the annexation agreement. 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

One public road access point along Shiloh Road will be provided. The City Department of Public Works will require that the Developer provide standard curbs, gutters, sidewalks, street trees and street lights along the Property's frontage with Snow Hill Road and Shiloh Street. Installation of these improvements will be required as part of a Public Works Agreement.

Specific development related road impacts would be addressed during the City's development plan review of the project.

3.2 Wastewater Treatment and Water Supply

The City's water treatment system, which will serve the Property has adequate capacity.

The Developer's extension of public water and sewer mains at sizes, locations, and depths, subject to City approval, will be required. The existing City public water and sewer lines would be extended to the Property by the Developer at developer expense upon development/improvement of the Property.

3.3 Schools

Because the property would be developed in commercial use, no impact to public schools is anticipated.

3.4 Parks and Recreation

Because the property would be developed in commercial use no impacts to parks and recreational facilities are anticipated.

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 and businesses 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 identifies the location of proposed stormwater facilities on the site. Detailed plans and calculations will be required for review and approval by the Salisbury Public Works Department. The Developer will be required to design and construct all offsite storm drainage facilities required by development of the site and pipe sizes may be required to be oversized by SPW to accommodate future developments.

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 annexation and proposed development of the Property integrates well with the surrounding land use pattern along Snow Hill Road. The area is presently home to general commercial activities. There are no sensitive environmental resources on or immediately adjacent to the site.

List of Attachments

A: Annexation Survey.

Showing the area to be annexed to the City of Salisbury and the Property's survey boundaries. This exhibit is part of the annexation agreement attendant to the Property.

A-1: Annexation - County Zoning.

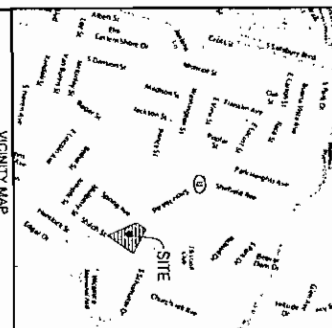
Showing the zoning of properties located beyond the corporate limits of Salisbury in Wicomico County in the vicinity of the Property.

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. This attachment is part of the annexation agreement attendant to the Property.

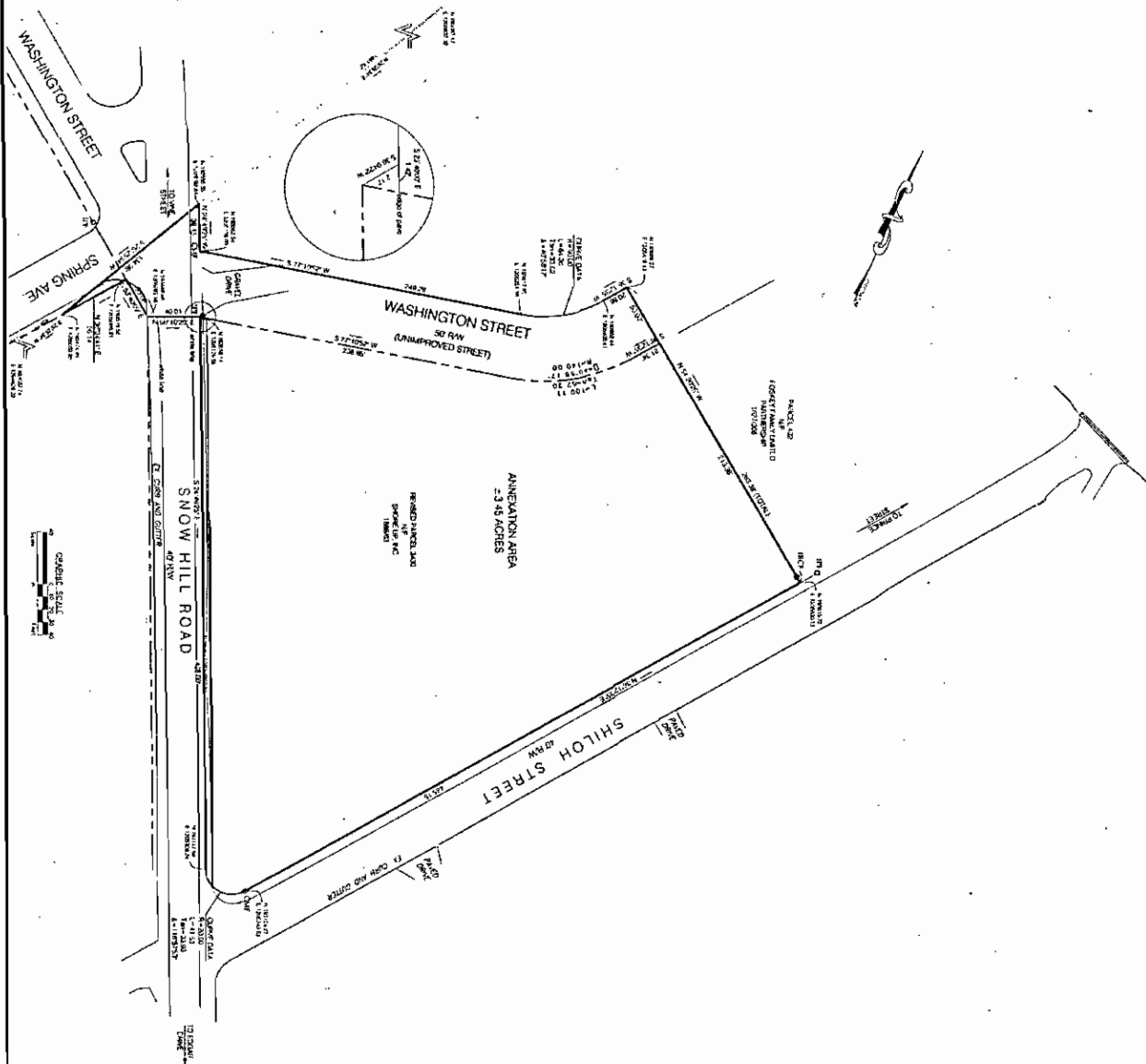


LEGEND

- IRON PIPE FOUND
- PROPERTY CORNER
- IDENTITY UNKNOWN SET
- FROM ROD WITH CAP SET
- CONCRETE FOUNDMENT FOUND
- PROPERTY LINE
- PROPOSED ASSESSATION AREA

4. EXISTING PRIORITY INFORMATION

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CONFIDENTIAL

42

Section 8

Page 1

1 of 1



ANNEXATION PLAN FOR THE LANDS OF SHORE UP, INC.

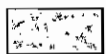
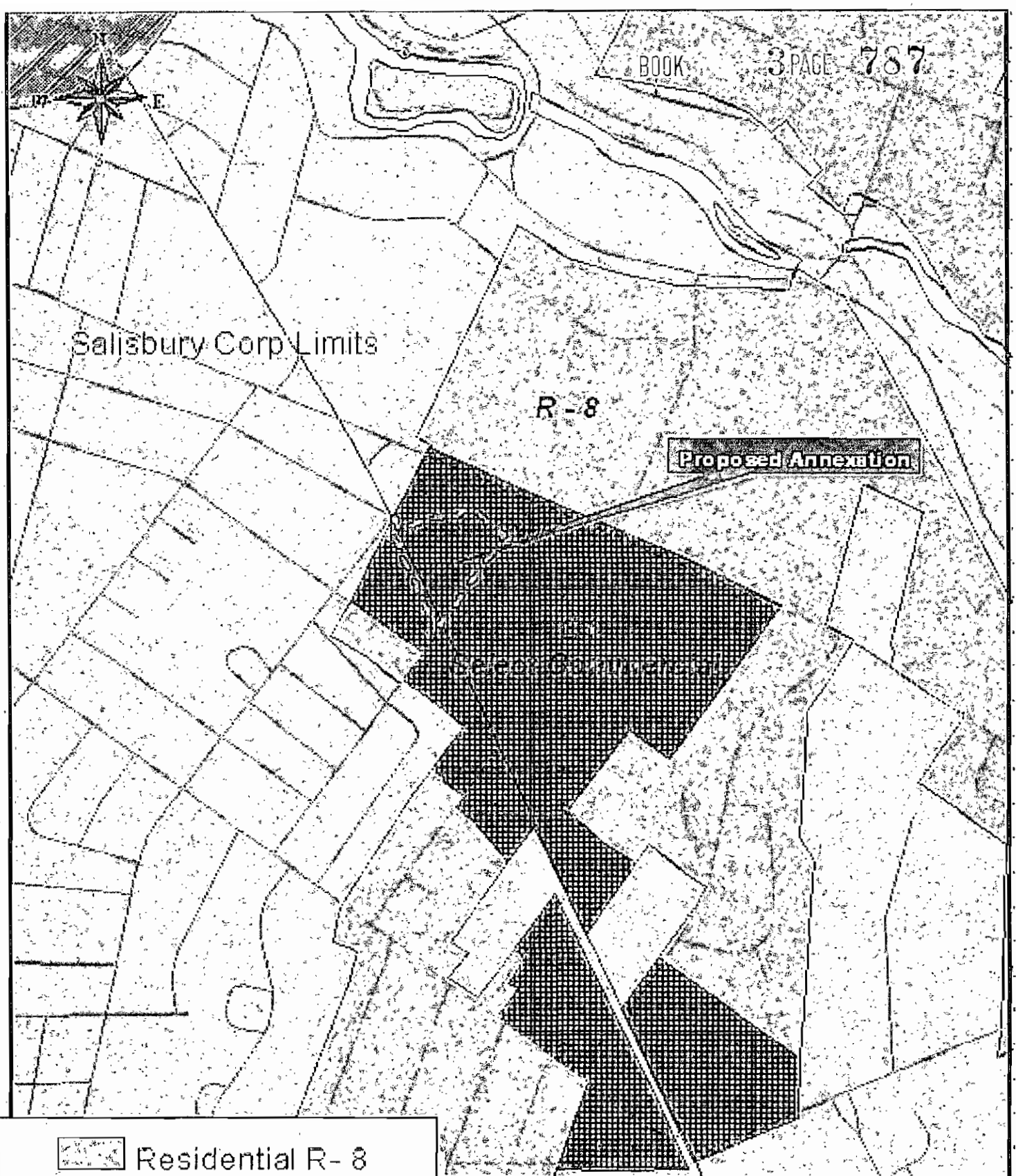
CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

REVISIONS	
Date	Description
08/12/09	Added title and subtitle to cover page

SOULÉ
& ASSOCIATES P.C.

* PAGE 28-ERRATA / SUPPLEMENT / PL. ADVERTISING

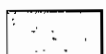
122 ARLINGTON ROAD
ARLINGTON BUSINESS CENTER
SALISBURY, MARYLAND 21801
(410) 742-7797



Residential R- 8



Select Commercial

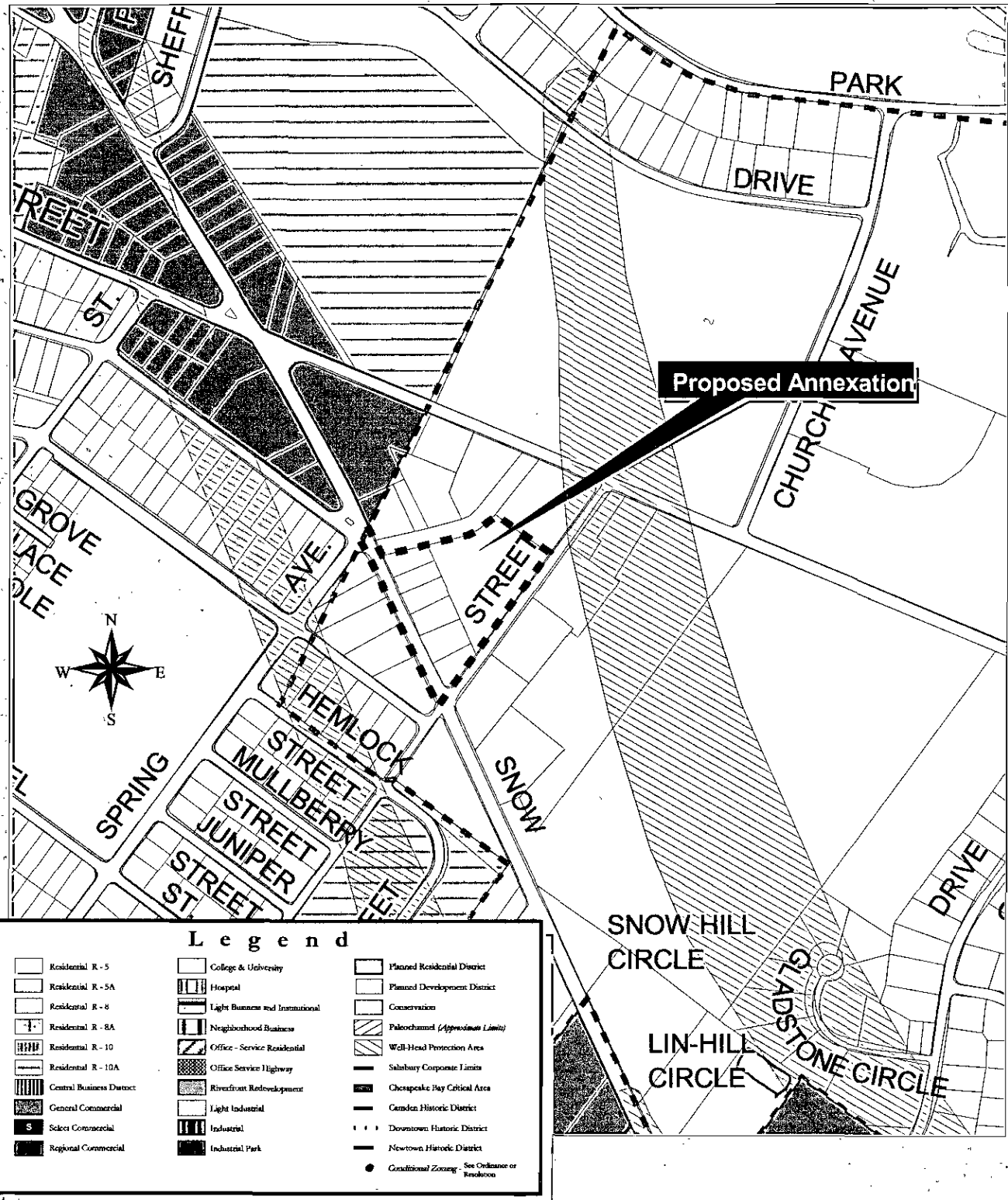


Salisbury

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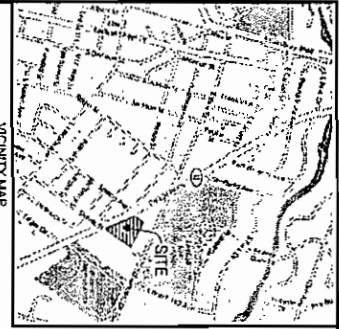
Existing Zoning

CITY OF SALISBURY



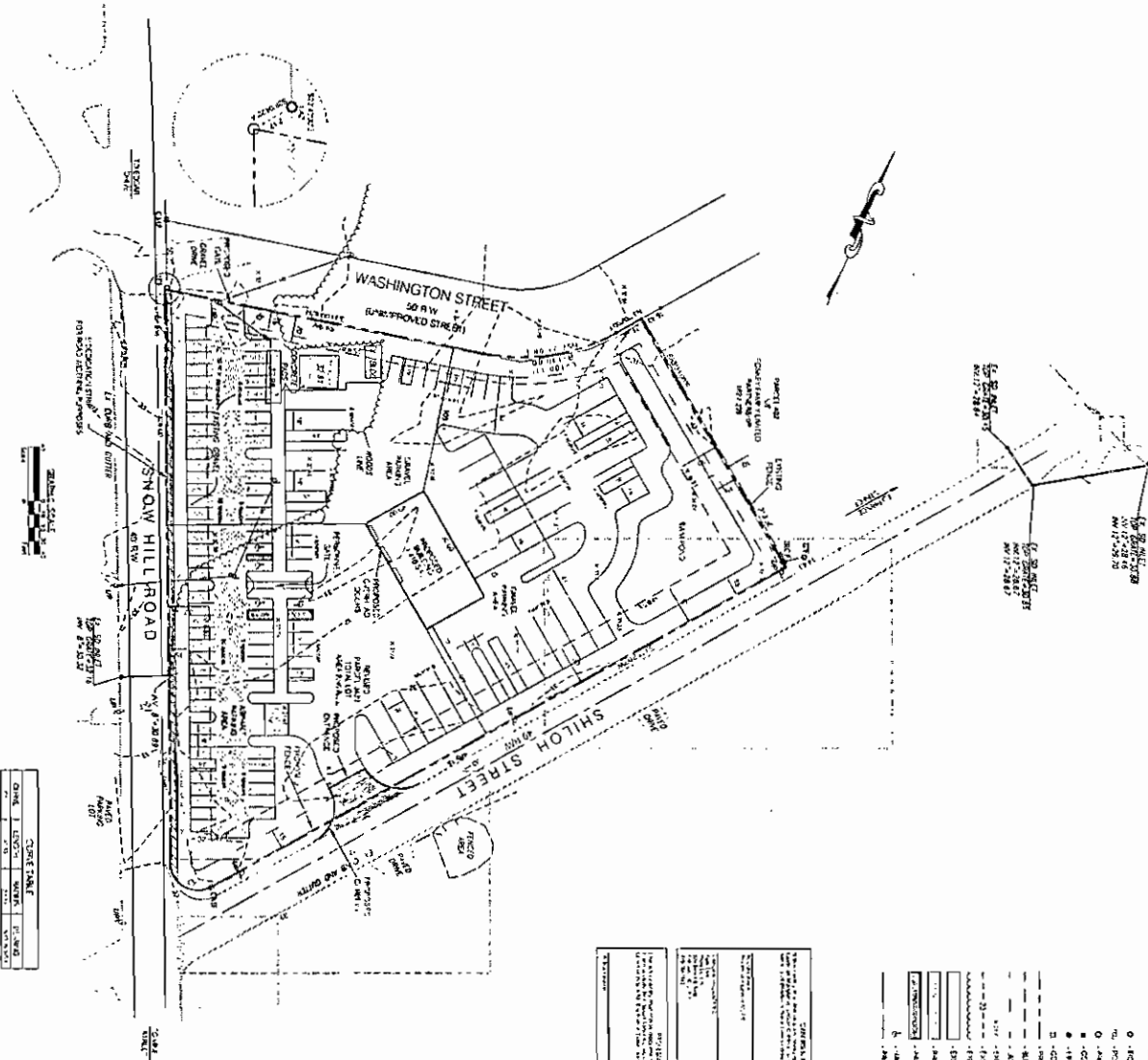
Salisbury / Wicomico Planning Office
6/9/2008

City of Salisbury - Existing Zoning Map -



TAX YEAR	1991
GAR	33
PAYEE'S	340
TOWNS	C-1
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USE	COMMERCE
DEED	YEAR-50
PLAY	15.115

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CURVE TABLE			
CHORD	LENGTH	WAVEFORM	PERIOD
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LEGEND

- 0 - NO DATA
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- 2 - 100% WET PLANT AND 100% WET PLANT
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SKETCH PLAN
FOR THE LANDS OF
SHORE UP, INC.
CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

& SOULÉ
ASSOCIATES P.C. (INDEPENDENT CONTRACTORS)
122 ARLINGTON ROAD
ARLINGTON BUSINESS CENTER
SALISBURY, MARYLAND 21801
(410) 742-7797

Exhibit "C"

ANNEXATION AGREEMENT

Snow Hill Road / Shore Up! Inc. Annexation

THIS AGREEMENT is made this 11th day of December, 2008, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Shore Up! Inc., a non-profit organization, with the principal place of business at 520 Snow Hill Road, Salisbury, Maryland 21804

RECITALS


WHEREAS, Shore Up! Inc. is the 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 Developer desires to construct upon the Property a maintenance garage for Shore Up! Inc. vehicles and a parking lot for Shore Up! Inc. employees; 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 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.

Return  Brenda Colgrove, City Clerk

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 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 compliance 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 have the full authority to sign this Agreement and is in fact the sole owner(s) of the real property encompassed in the annexation area 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 Owner 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 of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

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 "General Commercial" as stated in the Annexation Resolution and described in the City Zoning Ordinance. The City will revise the Zoning Map 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. Community / Environmental Design:

- i. The Developer agrees to place a perpetual public use and access easement to the City of Salisbury, 10 feet wide for the future installation of a walk/bike trail along the Property's frontage with Snow Hill Road. This easement shall be in addition to any required road dedication or utility easement which may be required by the City and/or County Department of Public Works.
- ii. As part of the development of the site the Developer agrees install curb, gutter, sidewalk, and street trees along the property frontages with all public roads.
- iii. The Developer agrees that any development plan for the site will include the preservation of as much of the woodland on the site as possible.
- iv. The City encourages the Developer to achieve as many LEED certification level points as possible for the development as outlined in the U.S. Green Building Council "LEED for Neighborhood Development Rating System" (Pilot Version: June 2007) and in turn the Developer encourages the City to apply required development standards with the goal of allowing the development to achieve as many points as possible. Therefore, the Developer and City agree to voluntarily coordinate and cooperate to prepare a mutually agreed-upon target estimate of the possible LEED certification points for each phase of the development on the Property at time of plan review and approval. At a minimum, 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. Streetlights, if required, 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 DPW.
 - Parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
 - The HVAC systems in the building(s) shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum. Where possible, high-efficiency gas fired units will be used for heating.
 - Water-saving plumbing fixtures shall be used in all buildings on the Property.
 - Building finish materials that have high recycled content shall be selected where possible.

- Building roofing materials shall have a Solar Reflectance Index equal to or greater than 78 for low-sloped roofs (2:12 and lower) and 29 for steep-sloped roofs (greater than 2:12).
- Provide bicycle parking spaces or storage for a capacity of no less than 15% of the off-street parking spaces provided for cars for the Property.

C. 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

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 part thereof. However, the Developer will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Property, 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. Mortgage holders shall subordinate their lien interest in the property to the terms and conditions of this Agreement.

K. 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:

Freddy L. Mitchell, Exec. Director
Shore Up! Inc.
520 Snow Hill Road
Salisbury, Maryland 21804

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, MARYLAND

By:

Bonnie P. Tylman

WITNESS/ATTEST

Rudolph C. Cane

DEVELOPER/OWNER

SHORE UP! INC.

By:

[Signature]

APPROVED AS TO FORM:

[Signature]
Paul Wilber, City Attorney

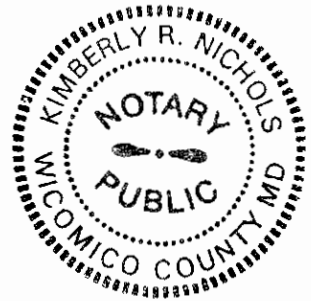
STATE OF MARYLAND

COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 11th day of December, 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Barrie P. Tilghman, 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 10th day of December 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Freddy Mitchell, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of, Shore Up! 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.

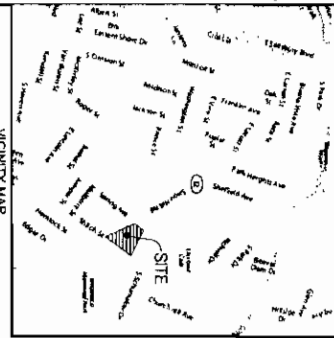
WITNESS my hand and notarial seal.

Rudolph C. C... (SEAL)
Notary Public

My Commission Expires: Jan 2012

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.

Paul Wilber
Paul Wilber, City Attorney



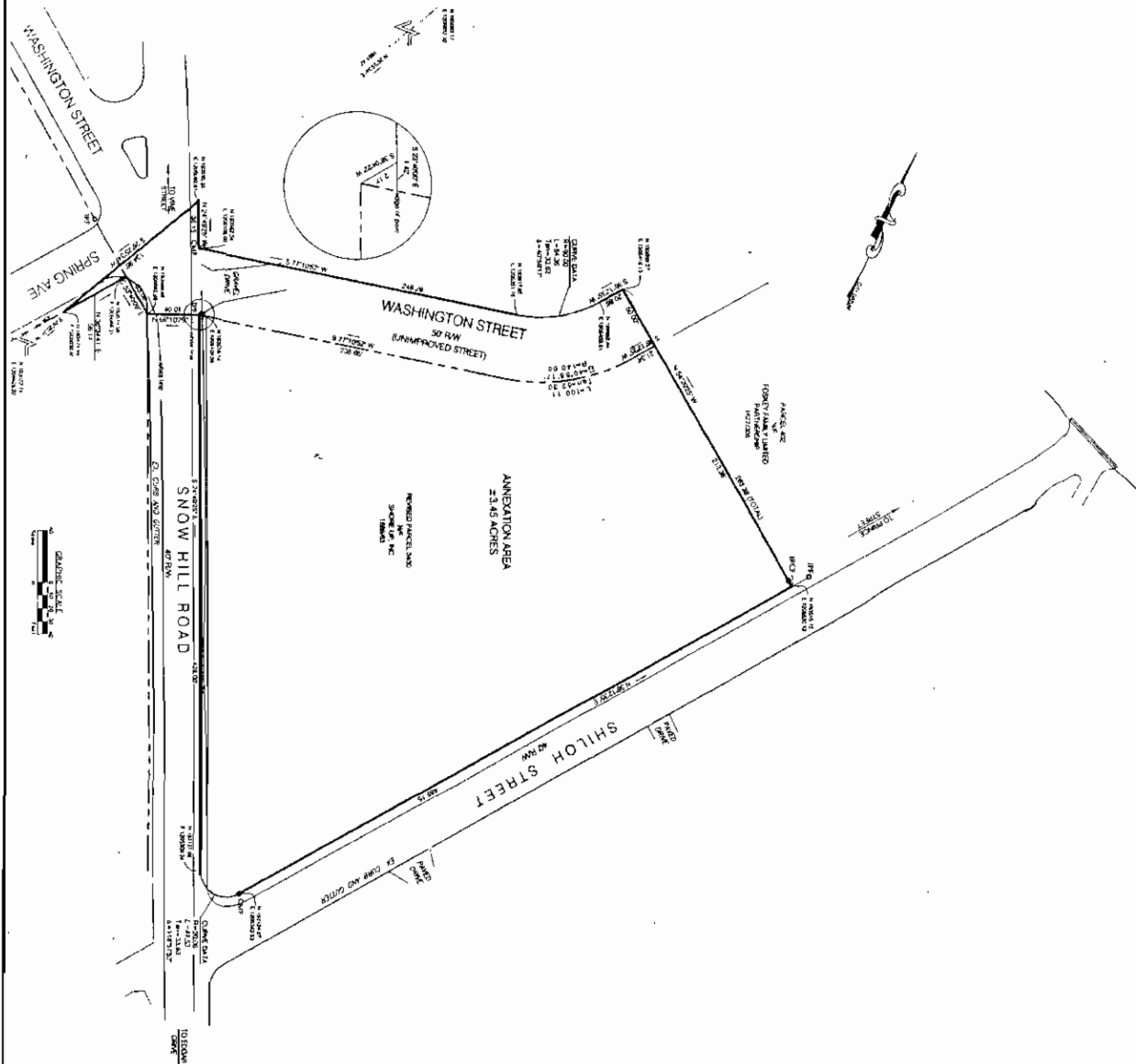
LEGEND

- - ITEM NOT FOUND
- - PROPERTY COMMON
- - CONCRETE COMPONENT SET
- - HIGH MOD WITH GUN SET
- - CONCRETE MORTAR/JOINT FILLING
- - PROPERTY LATE
- PROPOSED APPLICATION AREA

4. EXISTING PROGRAMS BY INFORMATION

Tax Map	117
GRID	22
PARCELS	3400
CONTRC	C-1
AREA [acres]	22.00
USE	COMMERCIAL
DEED	160003
PLAT	15215

5. **CONTACT INFORMATION**
 CONTACT PERSON: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____
 ZIP: _____
 PHONE: _____
 FAX: _____
 E-MAIL: _____



ANNEXATION PLAN
FOR THE LANDS OF
SHORE UP, INC.

CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

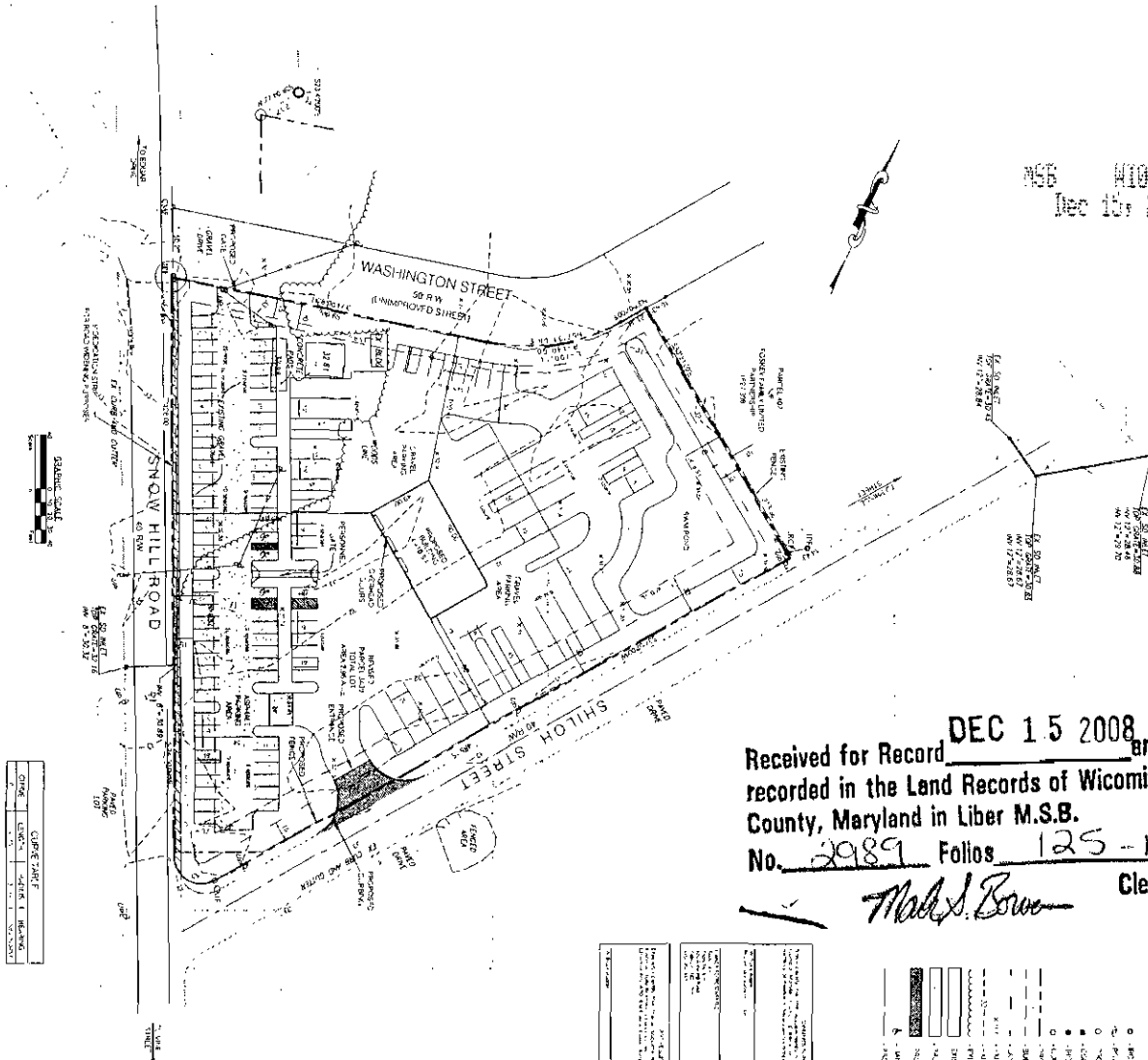
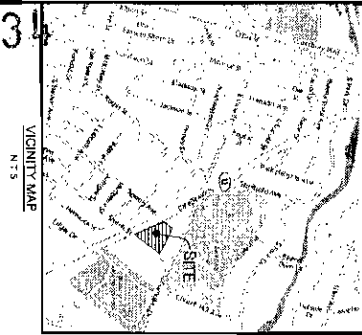
REVISIONS	
Date	Issued for
1/24/08	FOR COPY OF SA/REPORT COMPLETED

 SOULÉ
ASSOCIATES, P.C.

122 ARLINGTON ROAD
ARLINGTON BUSINESS CENTER
SALISBURY, MARYLAND 21801
410/743-3293

TAX MAP	112
GRID	22
PARTICLS	3450
ZONING	C-1
AREA (SQ)	27.96
USE	COMMERCIAL
DEED	440003
PLAT	15215

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Received for Record DEC 15 2008 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 2989 Folios 125-13

Mary S. Bowe Clerk

[illegible]

SKETCH PLAN
FOR THE LAYOUT OF
SHORE UP, INC.
CAMDEN ELECTION DISTRICT 1, WICOMICO COUNTY, MARYLAND

SOULÉ
& ASSOCIATES P.C.
122 ARLINGTON ROAD
ARLINGTON BUSINESS CENTER
SALESBURY, MASSACHUSETTS 01801
(410) 742-7797



Helping People. Changing Lives.

Letter of Intent

Freddy L. Mitchell
Executive Director

September 3, 2008

Mr. John Pick, City Administrator
City of Salisbury
Government Office Bld. Mayor's Office
P.O. Box 870
Salisbury, Maryland 21803-0870

Re: Snowhill Road – Shore Up! Inc.

Dear Mr. Pick:

We are the owners of Wicomico County Tax Map 112, Parcels 3430, 3431, 3432, 3433, 3434, 3435 & 3436 located on the northwest side of Shiloh Street and the east side of Snowhill Road. This letter indicates our intent to move forward with annexation of the aforementioned property based on the draft annexation agreement attached hereto.

Sincerely,

Freddy L. Mitchell, Executive Director, Shore Up! Inc.

RECEIVED SEP - 3 2008

Self Help On Rural Economics and Urban Problems

520 Snow Hill Road, Salisbury, MD 21804-6031 Phone 410-749-1142

TDD (For The Deaf) 410-860-8800

www.shoreup.org

FAX 410-742-9191

City of Salisbury

BOOK

3 PAGE 801



JAMES S. CALDWELL, PE
DIRECTOR

NEWELL W. MESSICK, III, PE
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

SNOW HILL ROAD – SHORE UP!, INC. 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: 9/25/08

Snow Hill Road Certif..ann

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) # 3430

Map # 112

SIGNATURE (S)


Freddy L. Mitchell

Date

Date

Date

Date

City
Ordinance
&
Resolutions

Received for Record Jan 27, 2008
recorded in the Records of Wicomico
County, Maryland in Liber M.S.A.
No. 3 Folios 775-802

Mark S. Bowe Clerk



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

January 23, 2009

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

Dear Ms. Carter:

MSB W102
Jan 27, 2009 10:11 am

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on November 24, 2008 and became effective January 22, 2009:

Resolution No. 1709 – “Snow Hill Road/Shore Up!, Inc. 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>January 23, 2009</u>
<u>Salisbury, MD 21801-4940</u>	<u>Date of Submitting this Resolution*</u>
<u>1709</u>	<u>November 24, 2008</u>
<u>Resolution Number</u>	<u>Date Enacted by Legislative Body</u>
	<u>January 22, 2009</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 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 (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)).

Exhibit "C"

ANNEXATION AGREEMENT

Snow Hill Road / Shore Up! Inc. Annexation

THIS AGREEMENT is made this 11th day of December, 2008, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Shore Up! Inc., a non-profit organization, with the principal place of business at 520 Snow Hill Road, Salisbury, Maryland 21804

RECITALS


WHEREAS, Shore Up! Inc. is the 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 Developer desires to construct upon the Property a maintenance garage for Shore Up! Inc. vehicles and a parking lot for Shore Up! Inc. employees; 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 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.

Return  Brenda Colgrove, City Clerk

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 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 compliance 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 have the full authority to sign this Agreement and is in fact the sole owner(s) of the real property encompassed in the annexation area 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 Owner 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 of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

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 "General Commercial" as stated in the Annexation Resolution and described in the City Zoning Ordinance. The City will revise the Zoning Map 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. Community / Environmental Design:

- i. The Developer agrees to place a perpetual public use and access easement to the City of Salisbury, 10 feet wide for the future installation of a walk/bike trail along the Property's frontage with Snow Hill Road. This easement shall be in addition to any required road dedication or utility easement which may be required by the City and/or County Department of Public Works.
- ii. As part of the development of the site the Developer agrees install curb, gutter, sidewalk, and street trees along the property frontages with all public roads.
- iii. The Developer agrees that any development plan for the site will include the preservation of as much of the woodland on the site as possible.
- iv. The City encourages the Developer to achieve as many LEED certification level points as possible for the development as outlined in the U.S. Green Building Council "LEED for Neighborhood Development Rating System" (Pilot Version: June 2007) and in turn the Developer encourages the City to apply required development standards with the goal of allowing the development to achieve as many points as possible. Therefore, the Developer and City agree to voluntarily coordinate and cooperate to prepare a mutually agreed-upon target estimate of the possible LEED certification points for each phase of the development on the Property at time of plan review and approval. At a minimum, 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. Streetlights, if required, 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 DPW.
 - Parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
 - The HVAC systems in the building(s) shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum. Where possible, high-efficiency gas fired units will be used for heating.
 - Water-saving plumbing fixtures shall be used in all buildings on the Property.
 - Building finish materials that have high recycled content shall be selected where possible.

- Building roofing materials shall have a Solar Reflectance Index equal to or greater than 78 for low-sloped roofs (2:12 and lower) and 29 for steep-sloped roofs (greater than 2:12).
- Provide bicycle parking spaces or storage for a capacity of no less than 15% of the off-street parking spaces provided for cars for the Property.

C. 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

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

9. MISCELLANEOUS

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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 part thereof. However, the Developer will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Property, 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. Mortgage holders shall subordinate their lien interest in the property to the terms and conditions of this Agreement.

K. 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:

Freddy L. Mitchell, Exec. Director
Shore Up! Inc.
520 Snow Hill Road
Salisbury, Maryland 21804

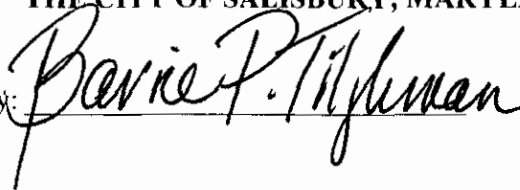
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS


Brenda J. Colegrove

THE CITY OF SALISBURY, MARYLAND

By:


Bernie P. Tilden


WITNESS/ATTEST


Randolph C. Carr

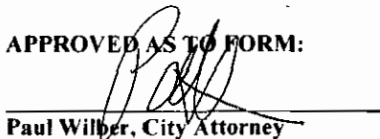
DEVELOPER/OWNER

SHORE UP! INC.

By:


Freddy L. Mitchell

APPROVED AS TO FORM:


Paul Wilber, City Attorney

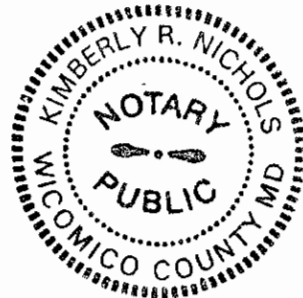
STATE OF MARYLAND

COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 14th day of December, 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Barrie P. Tilghman, 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 10th day of December 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Freddy Mitchell, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of, Shore Up! 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.

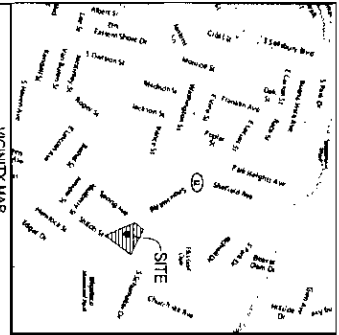
WITNESS my hand and notarial seal.

Paul Wilber (SEAL)
Notary Public

My Commission Expires: Jan 2012

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.

Paul Wilber
Paul Wilber, City Attorney



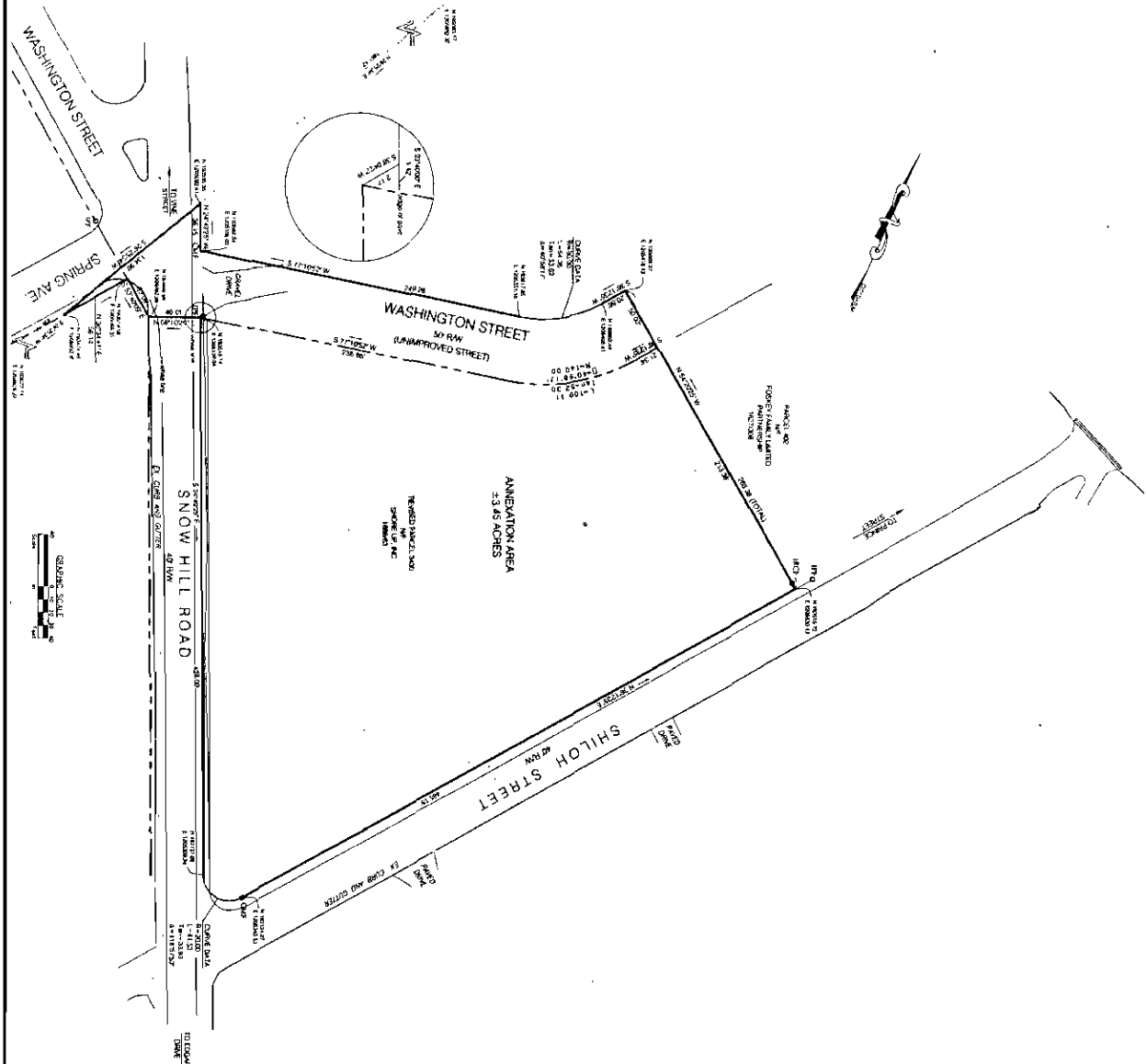
- LEGEND**
- - HIGHWAY ROAD
 - - PROPERTY CORNER
 - - CONCRETE IMPROVED ST
 - - SHOWN WITH CURB SET
 - - CONCRETE IMPROVED ROAD
 - - PROPERTY LINE
 - - PROPOSED ANNEXATION AREA

ART DATA

1. EXISTING PROPERTY INFORMATION

NO.	OWNER	AREA	ACRES
1	SHORE UP, INC.	27	1.77
2	SHORE UP, INC.	28	1.77
3	SHORE UP, INC.	29	1.77
4	SHORE UP, INC.	30	1.77
5	SHORE UP, INC.	31	1.77
6	SHORE UP, INC.	32	1.77
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71	SHORE UP, INC.	97	1.77
72	SHORE UP, INC.	98	1.77
73	SHORE UP, INC.	99	1.77
74	SHORE UP, INC.	100	1.77

2. TOTAL ANNEXATION AREA
3. FLOOD INSURANCE RATE MAP
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ANNEXATION PLAN
FOR THE LANDS OF
SHORE UP, INC.
CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

REVISIONS

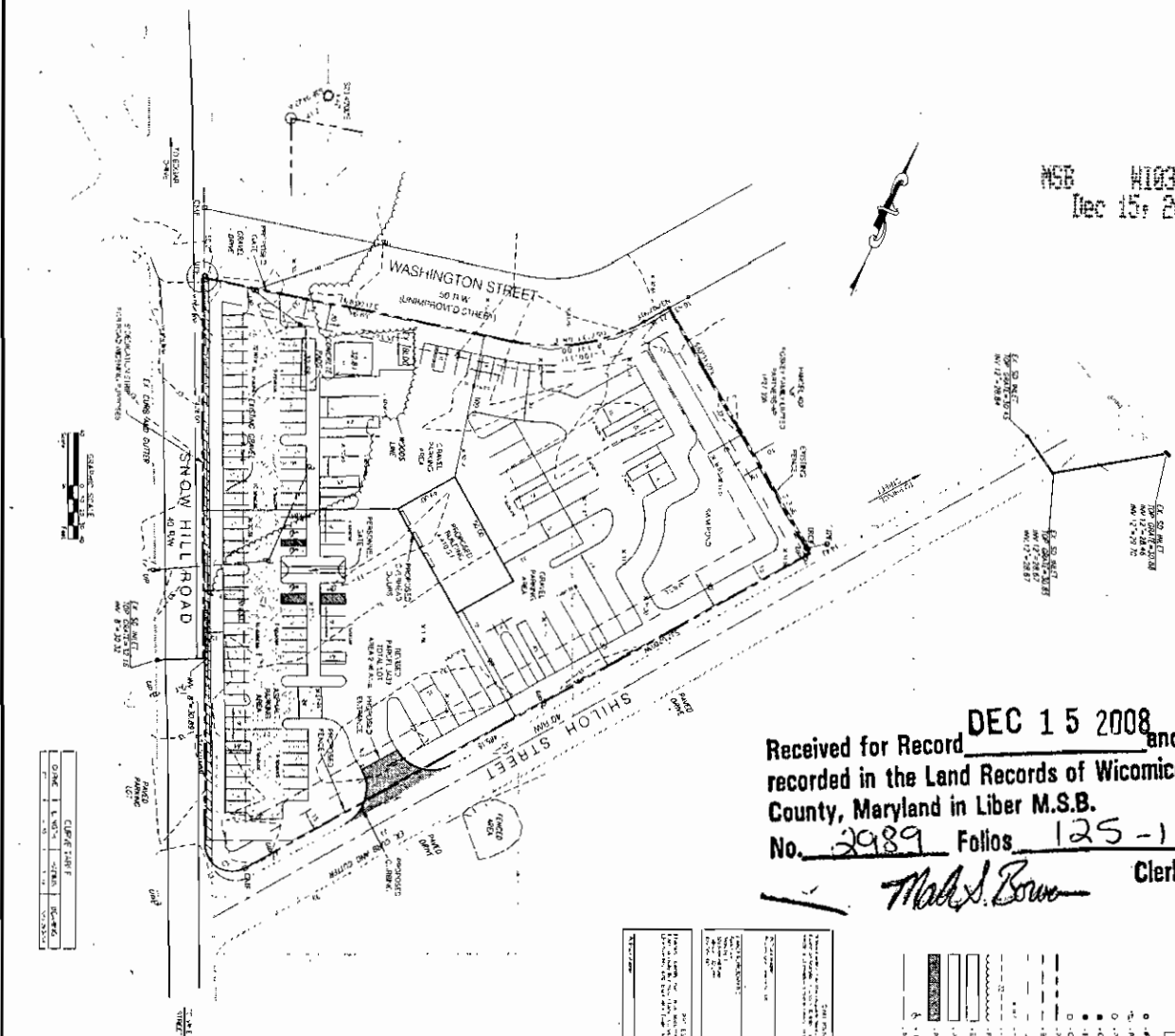
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SOULÉ & ASSOCIATES P.C.
ENGINEERING SURVEYING PLANNING
122 ARLINGTON ROAD
ARLINGTON BUSINESS CENTER
SALISBURY, MARYLAND 21801
(410) 742-7797

A black and white vicinity map of an urban area. The map shows a grid of streets. A specific location is marked with a triangle and labeled "SITE". Other labels on the map include "Hwy 101", "Hwy 102", "Hwy 103", "Hwy 104", "Hwy 105", "Hwy 106", "Hwy 107", "Hwy 108", "Hwy 109", "Hwy 110", "Hwy 111", "Hwy 112", "Hwy 113", "Hwy 114", "Hwy 115", "Hwy 116", "Hwy 117", "Hwy 118", "Hwy 119", "Hwy 120", "Hwy 121", "Hwy 122", "Hwy 123", "Hwy 124", "Hwy 125", "Hwy 126", "Hwy 127", "Hwy 128", "Hwy 129", "Hwy 130", "Hwy 131", "Hwy 132", "Hwy 133", "Hwy 134", "Hwy 135", "Hwy 136", "Hwy 137", "Hwy 138", "Hwy 139", "Hwy 140", "Hwy 141", "Hwy 142", "Hwy 143", "Hwy 144", "Hwy 145", "Hwy 146", "Hwy 147", "Hwy 148", "Hwy 149", "Hwy 150", "Hwy 151", "Hwy 152", "Hwy 153", "Hwy 154", "Hwy 155", "Hwy 156", "Hwy 157", "Hwy 158", "Hwy 159", "Hwy 160", "Hwy 161", "Hwy 162", "Hwy 163", "Hwy 164", "Hwy 165", "Hwy 166", "Hwy 167", "Hwy 168", "Hwy 169", "Hwy 170", "Hwy 171", "Hwy 172", "Hwy 173", "Hwy 174", "Hwy 175", "Hwy 176", "Hwy 177", "Hwy 178", "Hwy 179", "Hwy 180", "Hwy 181", "Hwy 182", "Hwy 183", "Hwy 184", "Hwy 185", "Hwy 186", "Hwy 187", "Hwy 188", "Hwy 189", "Hwy 190", "Hwy 191", "Hwy 192", "Hwy 193", "Hwy 194", "Hwy 195", "Hwy 196", "Hwy 197", "Hwy 198", "Hwy 199", "Hwy 200".

1. **LOCATED IN THE CITY OF**
 3. **OWNER'S NAME**
 4. **OWNER'S ADDRESS**
 5. **OWNER'S PHONE NO.**
 6. **OWNER'S E-MAIL ADDRESS**
 7. **OWNER'S SIGNATURE**
 8. **DATE**

9. **PROPOSED USE**
 10. **TYPE OF FOOTING AREA**
 11. **TYPE OF VEHICLE**
 12. **TYPE OF MOTOR VEHICLE**
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Received for Record DEC 15 2008 and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 2989 Folios 125-136
Mad. S. Bowe Clerk

[illegible]

SKETCH PLAN
FOR THE LANDS OF
SHORE UP, INC.
CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

& SOULÉ
 & ASSOCIATES P.C.
 122 ARLINGTON ROAD
 ARLINGTON BUSINESS CENTER
 FALLS CHURCH, VIRGINIA 22041
 (703) 742-7797

SHORE UP! INC.



Helping People. Changing Lives.

Letter of Intent

Freddy L. Mitchell
Executive Director

September 3, 2008

Mr. John Pick, City Administrator
City of Salisbury
Government Office Bld. Mayor's Office
P.O. Box 870
Salisbury, Maryland 21803-0870

Re: Snowhill Road – Shore Up! Inc.

Dear Mr. Pick:

We are the owners of Wicomico County Tax Map 112, Parcels 3430, 3431, 3432, 3433, 3434, 3435 & 3436 located on the northwest side of Shiloh Street and the east side of Snowhill Road. This letter indicates our intent to move forward with annexation of the aforementioned property based on the draft annexation agreement attached hereto.

Sincerely,

Freddy L. Mitchell, Executive Director, Shore Up! Inc.

RECEIVED SEP - 3 2008

Self Help On Rural Economics and Urban Problems

520 Snow Hill Road, Salisbury, MD 21804-6031 Phone 410-749-1142

TDD (For The Deaf) 410-860-8800

www.shoreup.org

FAX 410-742-9191

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 21801-4910
Tel: 410-548-3170
Fax: 410-548-3107

CERTIFICATION

SNOW HILL ROAD - SHORE UP!, INC. 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: 9/25/08

Snow Hill Road Certif..ann

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) # 3430

Map # 112

SIGNATURE (S)

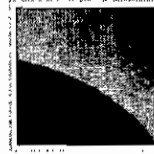

Freddy L. Mitchell

9/9/08
Date

Date

Date

Date



JAKUBIAK & ASSOCIATES
INCORPORATED

To: John Pick, City Administrator
From: Jakubiak & Associates, Inc.
Date: September 29, 2008
Re: Fiscal Impact: Shore Up! Annexation

Upon annexation, Shore Up! Inc. proposes to construct a 4,410 square foot maintenance garage as a location for the servicing of Shore Up! Vehicles. Shore Up! currently rents space elsewhere for this activity. The annexation allows the development of a maintenance garage on lands owned by the organization. Other improvement to the site would include parking for Shore Up! staff. Shore Up! is a non-profit corporation and is exempt from City property taxes.

Through the addition of a new building on the annexation site, one would expect modest expanded service costs typical of low intensity commercial development – related mostly to potential fire and police calls. This memo does not attempt to place a monetary value on the social services provided to City residents by Shore Up!

1410 Forest Drive Suite 23
Annapolis, Maryland 21403

tel: 410.263.7776
fax: 410.263.4431

info@jakubiak.net
www.jakubiak.net

LIBER 1688 FOLIO 63

THIS DEED, Made this 23rd day of June, 1999, by FEDONIA E. MILLER, TRUSTEE under Section 4 of Revocable Trust of FEDONIA E. MILLER, dated September 16, 1991 (sometimes hereinafter referred to as "Grantor"), WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, the said Fedonia E. Miller, Trustee under Section 4 of Revocable Trust of Fedonia E. Miller, date September 16, 1991, does hereby grant and convey unto SHORE UP, INC., a body corporate of the State of Maryland, its successors and assigns, forever in fee simple, the following described property:

ITEM ONE: All those tracts or parcels of land situate in Camden Election District of Wicomico County, Maryland, near the corporate limits of the City of Salisbury and located on the Northeasterly side of the Snow Hill Road and being more particularly described as follows: Beginning for the same on the Northeasterly side of Snow Hill Road at the Southerly side of Washington Street, which street is unnamed on the hereinafter mentioned plat but which is shown on a subsequent plat recorded among the Land Records aforesaid in Liber J.W.T.S. No. 263, Folio 23, to be Washington Street; running thence South 24 degrees East binding along the Northeasterly side of Snow Hill Road a distance of 461.93 feet to the Westerly side of Shiloh Street; thence North 37 degrees 2 minutes East binding along the Westerly side of Shiloh Street a distance of 171.45 feet; thence North 24 degrees West 347 feet to the Southerly side of Washington Street; thence South 54 degrees West binding along the Southerly side of Washington Street a distance of 153.35 feet to the place of beginning; being LOTS 1, 2, 3, 4, 5 AND 6, in BLOCK 'B' as shown on that plat of "Property Sub-Division for L. Sherman Townsend", dated January 23, 1942, made by George W. Purnell, Registered Engineer and recorded among the Land Records of Wicomico County, Maryland, in Liber I.D.T. No. 217, Folio 94.

ITEM TWO: All that lot, tract or parcel of land situate and lying in Camden Election District of Wicomico County, State of Maryland, on the Easterly side of and binding upon Washington Street, or an extension thereof, as shown on the plat hereinafter referred to, and on the Westerly side of and binding upon Shiloh Street, having a frontage on said Shiloh Street of three hundred sixty (360) feet, with a depth along the Northerly line of two hundred thirteen and thirty-seven one-hundredths (213.37) feet to Washington Street, or the extension thereof, and a depth along the Southerly line of three hundred forty-seven (347) feet to Washington Street, or the extension thereof, being the middle parcel of land laid down on plat of "Property Sub-Division for L. Sherman Townsend," made by George W. Purnell, Engineer, dated January 23, 1942, and recorded among the Land Records of Wicomico County, Maryland, in Liber I.D.T. No. 217, Folio 94, EXCEPTING THEREFROM, that portion of property conveyed to John L. Jarman and Lillian M. Jarman, his wife, by Deed from Kenneth J. Miller and Fedonia E. Miller, dated July 21, 1955, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 388, Folio 418.

Items One and Two being part of the same lands conveyed unto Fedonia E. Miller, Trustee, by Deed from Fedonia E. Miller, dated September 16, 1991, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 1267, Folio 825.

REFERENCE to the aforesaid Deed, plat and to preceding Deeds of the property hereby conveyed, and to the references therein contained; is hereby made for a more particular description of the property hereby conveyed.

TOGETHER with the buildings and improvements thereon, and all of the rights, ways, roads, water privileges and appurtenances thereto belonging or in any manner appertaining.

LIDER: 1688 FOLIO 064

TO HAVE AND TO HOLD the above described property unto the said SHORE UP, INC., a body corporate of the State of Maryland, its successors and assigns, forever in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property conveyed and that she will execute such other and further assurances as may be requisite.

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

WITNESS:

[Signature]

[Signature] (SEAL)
Fedonia E. Miller, Trustee

STATE OF FLORIDA, Broward COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21, day of June, 1999, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Fedonia E. Miller, Trustee, and acknowledged the foregoing to be her act and deed.

AS WITNESS my Hand and Notarial Seal.



[Signature]
Cynthia I. Zapata
Notary Public

My Commission Expires: July 29, 2000

IMP. FD. SURE	5.00
RECORDING FEE	20.00
RECORDATION T	320.00
TR TAX STATE	1000.00
TOTAL	1,345.00
Reg # M182	Regt # 62185
MSB 4488	Bik # 1484
Jun 23, 1999	03:41 PM

CERTIFICATION

I DO HEREBY CERTIFY THAT THE ABOVE SAID INSTRUMENT WAS PREPARED BY AN ATTORNEY DULY LICENSED TO PRACTICE LAW IN THE STATE OF MARYLAND BY THE COURT OF APPEALS OF MARYLAND.

[Signature]
Kenneth J. Hooper, Esquire

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.
C. JOSEPH SCHILLER
DIRECTOR OF FINANCE
WICOMICO COUNTY, MARYLAND

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

By *[Signature]* Date 6/23/99

AGRICULTURAL TRANSFER TAX

\$ NA
By *[Signature]* Date 6/23/99

JUN 23 1999
Received for Record and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 1688 Folios 63-64
[Signature] Clerk

LIBER 1638 FOLIO 065

State of Maryland Land Instrument Intake Sheet

Baltimore City & County: W. Union

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed				<input type="checkbox"/> Mortgage		<input type="checkbox"/> Other		<input type="checkbox"/> Other			
		<input checked="" type="checkbox"/> Deed of Trust		<input type="checkbox"/> Lease		<input type="checkbox"/> Multiple Accounts		<input type="checkbox"/> Not an Arms-Length Sale		<input type="checkbox"/> Not an Arms-Length Sale			
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale		<input type="checkbox"/> Unimproved Sale		<input type="checkbox"/> Multiple Accounts		<input type="checkbox"/> Not an Arms-Length Sale		<input type="checkbox"/> Not an Arms-Length Sale			
3	Tax Exemptions (if Applicable)	Recordation		State Transfer		County Transfer							
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ <u>200,000.00</u> Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$						Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$					
5	Fees	Amount of Fees Recording Charge \$ <u>20.00</u> Surcharge \$ <u>5.00</u> State Recordation Tax \$ <u>920.00</u> State Transfer Tax \$ <u>1,000.00</u> County Transfer Tax \$ Other \$ Other \$						Doc. 1 Doc. 2 Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:					
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District <u>13</u>		Property Tax ID No. (1) <u>See Attached</u>		Grantor Liber/Folio <u>126 7/225</u>		Map <u>See Attached</u>		Parcel No. <u>217/99</u>		Var. LOG <u>See Attached</u>	
		Subdivision Name <u>Property Sub-Division for L. Shuman Trust</u>		Lot (3a) <u>See Attached</u>		Block (3b) Sect/AR(3c) <u>See Attached</u>		Plat Ref. <u>217/99</u>		SgFt/Acreage (4) <u>See Attached</u>			
		Location/Address of Property Being Conveyed (2) <u>412 S. Sun Hill Rd, Salisbury, MD</u>										Water Meter Account No.	
		Other Property Identifiers (if applicable) <u>25, 1, 2, 3, 4, 5, 6, Block B and Middle Road, Salisbury, MD 21779</u>											
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: <u>217/99</u>											
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SgFt/Acreage Transferred:											
		If Partial Conveyance, List Improvements Conveyed:											
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>Fedman E. Miller, Trustee</u>						Doc. 2 - Grantor(s) Name(s)					
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)						Doc. 2 - Owner(s) of Record, if Different from Grantor(s)					
8	Transferred To	Doc. 1 - Grantee(s) Name(s) <u>Shore Up, Inc.</u>						Doc. 2 - Grantee(s) Name(s)					
		New Owner's (Grantee) Mailing Address <u>520 Sun Hill Rd, Salisbury, Maryland 21779</u>											
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)						Doc. 2 - Additional Names to be Indexed (Optional)					
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>Km Wagner</u> Firm: <u>M. Hill & Hagan</u> Address: <u>107 N. Capital St., Salisbury, MD 21801</u> Phone: <u>(410) 541-9993</u>										<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER												
	Assessment Information	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).											
		Assessment Use Only - Do Not Write Below This Line											
		<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification Transfer Number: <u>10</u> Date Received: <u>10</u> Geo. <u>Map</u> Sub <u>Block</u> Land <u>Zoning</u> Plat <u>Grid</u> Lot <u>Occ. Cd.</u> Buildings <u>Use</u> Parcel <u>Section</u> Total <u>Town Cd.</u> Ex. St. <u>Ex. Cd.</u>											
	REMARKS:	C/R YES NO BY <u>[Signature]</u> NOT MANY ACCTS.											
		Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer											

LIBER 1688 FOLIO 066

ADDENDUM TO TRANSFER SHEET
FROM FEDONIA E. MILLER, TRUSTEE TO
SHORE UP, INC.

<u>ACCOUNT NO.</u>	<u>MAP</u>	<u>PARCEL</u>	<u>LOT</u>	<u>BLOCK</u>	<u>SQUARE FOOTAGE</u>
13-009295	112	3436	1	B	9,750
13-009287	112	3435	2	B	10,995
13-009309	112	3434	3	B	9,750
13-009317	112	3433	4	B	9,750
13-009325	112	3432	5	B	9,750
13-009333	112	3431	6	B	10,725
13-009260	112	3430	N/A	N/A	66,647

C/B	
YES	NO
	80

NOT ON ANY ACCTS.