

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 Legislative Session

Introduced: Legislative Day No. 08

RESOLUTION NO. 20 - 2020

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO APPROVE A PRE-ANNEXATION COVENANT AND AGREEMENT BETWEEN WICOMICO COUNTY AND THE CITY OF SALISBURY, AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT.

WHEREAS, the Wicomico County and the City of Salisbury have approved an Airport Water System Agreement for the construction, maintenance, and operation of a Water System at the Salisbury-Ocean City-Wicomico Regional Airport; and

WHEREAS, the Code of the City of Salisbury requires that a Pre-Annexation Covenant Agreement be signed prior to the extension of the City of Salisbury Water System to the Airport; and

WHEREAS, the Wicomico County and the City of Salisbury have agreed upon the terms of the Pre-Annexation Covenant and Agreement which will allow the extension of the water utility service to the Airport before annexation, provided that annexation could occur (1) by Wicomico County petitioning for annexation or (2) the expiration of thirty (30) years from the date of signing the Pre-Annexation Covenant and Agreement and the Airport property becoming contiguous to the City of Salisbury corporate limits; and

WHEREAS, Wicomico County has determined that the Pre-Annexation Covenant and Agreement is a necessary prerequisite to the extension of the City of Salisbury Water System to the Airport.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, as follows:

- (1) That the Pre-Annexation Covenant and Agreement between Wicomico County and City of Salisbury including all the terms and conditions contained therein, in substantially the same form as attached hereto as Exhibit "A," is hereby approved; and
(2) The County Executive is hereby authorized to execute the Pre-Annexation Covenant and Agreement in substantially the same form as attached hereto as Exhibit "A."

DONE at Salisbury, Maryland this 5th day of May, 2020.

ATTEST:

Laura Hurley, Council Administrator

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND
Larry W. Dodd (SEAL)
Larry Dodd, Council President

CERTIFICATION

THIS RESOLUTION was Adopted [checked], Adopted with Amendments, Failed, Withdrawn by the County Council on, 2020.

Certified By Laura Hurley, Council Administrator



CITY OF SALISBURY
PRE-ANNEXATION COVENANT AND AGREEMENT
 Checklist

The following information must be included on Pre-Annexation Covenant and Agreement: ✓

Prepare two (2) original signature agreements. <ul style="list-style-type: none"> • 1 original to Owner for records. • 1 original for recordation in Wicomico County Courthouse, Clerk of Court office. 	✓
Date of Agreement (Date, Month, Year).	
Owner(s) Name.	
Property Address.	
Liber/Folio number of property as recorded in Wicomico County Courthouse records.	
Signature of Owner.	
Signature of witness for Owner's signature.	
Signature of City representative.	
Signature of witness to City representative's signature.	
Notary Date (Date, Month, Year) for City of Salisbury.	
Name, Title of representative for City of Salisbury.	
Notary Public Signature and stamped for City of Salisbury.	
Commission Expiration Date for Notary for City of Salisbury.	
Notary Date (Date, Month, Year) for Owner.	
Name, Title of representative for Owner.	
Notary Public Signature and stamped for Owner.	
Commission Expiration Date for Notary for Owner.	
Signature of City attorney.	
Recordation at Wicomico County Courthouse, Clerk of Court.	
After recording agreement, original to be returned to the City. Recorded liber/folio number on this original. Place in Pre-Annexation Agreement file.	

PRE-ANNEXATION COVENANT AND AGREEMENT

*for service connection to
City of Salisbury Water Main*

THIS PRE-ANNEXATION COVENANT AND AGREEMENT (hereinafter referred to as "Agreement") made and executed this _____ day of _____, 20____, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), and Wicomico County, Maryland, a body politic and corporate of the State of Maryland (hereinafter referred to as "Owner"):

WHEREAS, Owner is in the process of developing or performing construction on a tract of land (hereinafter referred to as "Property") located at 5485 Airport Terminal Road, Salisbury, Maryland 21804, on the Easterly side of Airport Road, the Southerly side of Walston Switch Road and the Northerly side of Fooks Road, more fully described in the following Wicomico County deeds: Liber No. 1066, Folio 728, Liber No. 2866, Folio 656, Liber 2238, Folio 442, Liber 240, Folio 138, Liber 725, Folio 535, Liber 740, Folio 94, Liber 740, Folio 101, Liber 740, Folio 103, Liber 740, Folio 105, Liber 740, Folio 108, Liber 747, Folio 376, Liber 747, Folio 379, Liber 1044, Folio 222, Liber 1044, Folio 224, Liber 740, Folio 110, Liber 942 Folio 416, Liber 899, Folio 34, Liber 922, Folio 315, Liber 972, Folio 744, Liber 240, Folio 134, Liber 240, Folio 140, Liber 240, Folio 143, Liber 240, Folio 144, Liber 1417, Folio 280, Liber 725, Folio 535, Folio 1444, Folio 648, Liber 1407, Folio 820, Liber 1424, Folio 720, Liber 1465, Folio 339, Liber 1426, Folio 253 and Liber 2246, Folio 784. The Property is located outside the City of Salisbury Corporate Limits. Wicomico County, State of Maryland, and has requested water utility service to the described Property utilizing City of Salisbury public utility mains. *Note, sewer service was already supplied to the Property pursuant to a past agreement and subsequent legislation.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

A. City will allow the extension of water utility service outside the City corporate limits to serve the Property before annexation, conditioned upon annexation happening upon the earliest of the following to occur: (1) the Owner petitioning for annexation; or (2) the expiration of thirty (30) years from the date of the signing of this agreement and the Property becoming contiguous to the City of Salisbury Corporate Limits.

B. Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections. Owner shall make all required payments on a time schedule established by the City.

C. Owner and City have signed an Airport Water Services Agreement and it contains terms which more specifically detail the agreement between the parties in connection with water utility service provision by the City. Said agreement is incorporated herein by reference.

D. The Owner shall:

1. Dedicate to the City all easements and rights-of-way needed to serve

Property with water and/or sewer utilities.

2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.

3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.

4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.

5. Submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City pursuant to Section A.

6. Agree to pay for all costs associated with the annexation, including, but not limited to, advertising costs.

E. The City shall:

1. Review and accept or require modifications to site plans.

2. Provide municipal water service to the Property after receipt of fees and costs.

3. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

F. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs, and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

_____ By: _____ (SEAL)
Jacob Day, Mayor

WICOMICO COUNTY, MARYLAND

_____ By: _____ (SEAL)
Bob Culver, Executive

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20 __, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Jacob Day, as Mayor for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20 __, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Bob Culver, as Executive for WICOMICO COUNTY, MARYLAND, a body politic of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

S. Mark Tilghman, Esquire

APPROVED BY RESOLUTION OF THE WICOMICO COUNTY COUNCIL dated _____, 2020.



Larry Dodd, Council President

APPROVED BY RESOLUTION OF THE CITY OF SALISBURY COUNCIL this ____ day of _____, 2020.

Jack Heath, Council President

Laura Hurley

From: Wayne Strausburg
Sent: Tuesday, March 24, 2020 1:30 PM
To: Laura Hurley
Subject: Airport water extension project

Laura: The MOU and pre Annexation agreements that Mr. Wilber forwarded to you are acceptable to the Executive and therefore endorsed.

Wayne Strausburg
Director of Administration
Wicomico County, Maryland
P. O. Box 870, 125 North Division Street
Salisbury, Maryland 21803
Office (410) 548 4801

