



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**OCTOBER 3, 2016
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Resolution to provide a Payment in Lieu of Taxes (PILOT) For Green Street Housing – Mayor Day
- 4:50 p.m. Fenzel/Onley Rd Annexation – Bill Holland
- 5:10 p.m. Resolution of Support – Naylor Mill Conservation Easement – Mayor Day
- 5:30 p.m. Resolution to Amend the Employee Handbook – Jeanne Loyd
- 6:00 p.m. Toy Gun Discussion – Council
- 6:10 p.m. Council discussion
- 6:15 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*



1813 Sweetbay Dr., #9
Salisbury, MD 21804
(p) 443.615.7121
(f) 888.330.8115

September 26, 2016

The Honorable Jacob R. Day
Mayor – City of Salisbury
125 North Division St.
Salisbury, MD 21801

RE: GateHouse Market and Lofts – Salisbury, MD

Dear Mayor Day,

Green Street Housing (GSH) was founded in 2008 on 25+ years of combined experience developing affordable housing by its principals, David Layfield and Thomas Ayd. GSH is interested in the proposed project, GateHouse Market and Lofts, because the site is located within the development footprint of the company and in the hometown of its principals. As local real estate developers, Tom and Dave have a desire to improve Downtown Salisbury, provide quality housing opportunities to the community, and help grow downtown businesses. GateHouse Market and Lofts located at 401 W. Main Street, or more commonly referred to as Lot #30, will accomplish these goals.

In October 2016, GSH will apply for Low Income Housing Tax Credits (LIHTC) to finance the construction of a mixed-use commercial building with 54 affordable apartments, 6 market rate apartments, 80 parking spaces, a year round, conditioned public market hall, restaurant space, and office/retail space. The development is particularly aligned with pages 39 and 41 of the Envision Salisbury Master Plan, which the City of Salisbury adopted in March 2016 as a guiding document for the Mayor, City Council, and developers of Salisbury.

The development of GateHouse Market and Lofts will be home to a year round, conditioned public market space, where entrepreneurs will offer bread, meat, fish, produce and housewares. The public market will open out onto the Riverwalk and Main Street of Downtown Salisbury. In 2010, Urban Salisbury commissioned a public market study where this particular site was noted the most feasible.

GateHouse Market and Lofts will connect the Old Town and Marina districts during events such as Third Friday, First Saturday, and New Year's Eve SBY. The conditioned public market hall, open courtyard, and Riverwalk terrace will be a place for the community to gather, year round.

Green Street Housing looks forward to working with the City, Mayor, and Council, and the community in developing the Downtown area.

Sincerely,

David Layfield
Green Street Housing, Principal

GateHouse Market and Lofts Project Timeline

October 2016	Financing Application Submission
February 2017	Tax Credit Reservation/Financing Notification
December 2017	Site Plan Approval/Building Permits
July 2018	Financial Closing/Begin Construction
July 2019	Begin Pre-Leasing Apartments
September 2019	Begin Operations of Public Market
October 2019	Construction Completion
March 2020	Lease-up Completion

1 **PAYMENT IN LIEU OF TAX AGREEMENT**

2 **THIS AGREEMENT**, made this _____ day of _____, 2016, by and between **City of Salisbury, MD**,
3 a body corporate and politic (hereinafter referred to as the “City”), and _____, a
4 _____ formed in the State of _____ (hereinafter referred to as the “Owner”).

5 **WHEREAS**, the Owner proposes to develop the multifamily component of GateHouse Market and Lofts, a
6 mixed use development consisting of a commercial building and rental apartments, located at 401 W. Main Street in
7 Salisbury, Maryland for the purposes of providing rental housing for low to moderate income households (the
8 “Project”); and

9 **WHEREAS**, Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland, as amended,
10 provides, among other things, that real property in the City may be exempt from City property tax if:

11 (a) The real property is owned by a person engaged in constructing or operating housing structures or
12 projects; and

13
14 (b) The real property is used for a housing structure or project that is constructed or substantially
15 rehabilitated under a federal, state or local government program that:

16
17 (1) funds construction, or insures its financing in whole or in part, or

18
19 (2) provides interest subsidy, rent subsidy or rent supplements; and

20
21 (c) The Owner:

22
23 (1) agrees to continue to maintain the real property as rental housing for lower income persons
24 under the requirements of the government programs and to renew any annual contributions
25 contract or other agreement for rental subsidy or supplement; or

26
27 (2) enters into an agreement with the governing body of the City to allow the property or portion
28 of the property which was maintained for lower income persons to remain as housing for
29 lower income persons for a term of at least forty (40) years; and

30
31 (d) The Owner enters into an agreement with the City for the payment of a negotiated sum in lieu of
32 applicable City property taxes on the Property; and

33 **WHEREAS**, the Owner plans to operate the Project as rental housing for low to moderate income
34 households and intends to comply with Section 7-506.1 of the Tax Property Article of the Annotated Code
35 of Maryland; and

36 **WHEREAS**, the Owner has demonstrated to the City that an agreement for payments in lieu of
37 taxes is necessary; and

38 **WHEREAS**, pursuant to City of Salisbury, MD Resolution No. ____ adopted, _____,
39 2016, the City Council of Salisbury, Maryland, agreed to enter into an agreement for payments in lieu of
40 taxes for the Project, and authorized the City Administrator to enter into this Agreement.

41 **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** In consideration of the mutual
42 covenants, terms and agreements hereof and pursuant to the power and authority of Section 7-506.1 of the
43 Tax Property Article of the Annotated Code of Maryland, it is agreed as follows:

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1. The Owner agrees: (1) that it will operate the Project as rental housing for low to moderate income households and will limit rents pursuant to the Extended Low Income Housing Covenant for Low Income Housing Tax Credits between the Owner and the Maryland Department of Housing and Community Development (herein the "Extended Use Covenant"); (2) it will make no less than 60 percent of the units available to households having incomes of no more than 60 percent of the area median income; and (3) that the Project qualifies and will continue to qualify in all respects under the provision of said Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland.

2. Beginning July 1, 2018, or the July 1 following the issuance of certificate of occupancy, whichever is later, the Property shall be exempt from ordinary City property taxes. The payments to be made hereunder by the Owner to the City with respect to the Project shall be in lieu of all ordinary City taxes on real property under the Tax Property Article of the Annotated Code of Maryland. The payments to be made hereunder by the Owner to the City shall be made by the Owner first and accepted by the City through the Fiscal Year 2058, or for forty years following the issuance of certificates of occupancy.

3. This Agreement shall be in effect for forty years, which is anticipated to be through **Fiscal Year 2058, ending June 2058**, and the portion of the property to be maintained for lower income persons shall remain as housing for lower income persons for a term of at least forty (40) years pursuant to Section 7-506.1(a)(2)(iv)2.

4. If at any time during the term of this Agreement, the City real property taxes are less than the Payment in Lieu of Taxes (the "PILOT"); the Owner shall pay the ordinary City real property taxes payable had the property not been tax exempt.

5. For the **Fiscal Years 2018 through 2058**, the Owner's annual payment in lieu of taxes shall be calculated as follows:

Owner shall make payment to the City in an amount equal to the fiscal year taxes, an amount of the assessed value of the property times the City tax rate minus (such subtracted amount calculated as follows: $\$400 \times \text{___ units} = \_____).

6. By July 30th of each year, the City shall bill the Owner for the payment which is due by September 30th of that year, as set forth in this Agreement.

7. Payments due hereunder will be considered delinquent thirty (30) days after the due date of the bill sent to the Owner. Interest at the rate of one percent (1%) per month shall be charged and collected by the City on all amounts remaining unpaid thirty (30) days after the due date.

8. If the Owner is in default for one hundred eighty (180) days for any payment required under any of the provisions of this Agreement, the City may, at its option, declare a default by providing written notice of the default to the Owner and to the holders of all mortgages or deeds of trust. If within thirty (30) days of such notice, the payments have not been brought current, then the City may, at its option, declare all amounts due as follows: a sum equal to the total real property taxes which would have been due from the Owner in the absence of this Agreement, plus all interest, if any, less all amounts actually paid under this Agreement. To enforce its rights under this paragraph, the City may renegotiate this Agreement, foreclose, or seek any other remedy available at law or in equity. Notwithstanding anything to the contrary which is or might be contained in this agreement, payments due under this paragraph shall be considered a first lien against the Property and superior to any other liens placed upon the Property and may be collected in the same manner as City taxes.

9. This Agreement may be assigned to a holder of a mortgage or deed of trust in the event of a foreclosure or transfer under said mortgage or deed of trust, provided that the assignee shall be subject to the terms and conditions of this Agreement.

98 10. For the purposes of this Agreement, all notices shall be hand-delivered or mailed by first
99 class mail or certified mail, return receipt requested or via overnight delivery service. Notices shall be
100 given to the parties as follows:

101 TO CITY: Office of Finance/City of Salisbury
102 Government Office Building
103 125 N. Division Street
104 Salisbury, MD 21801
105

106 TO OWNER: _____
107 c/o Green Street Housing, LLC
108 1813 Sweetbay Dr., #9
109 Salisbury, MD 21804
110 Attn: David Layfield
111 _____
112 _____
113 _____
114 _____
115 _____
116 _____
117 _____
118 _____
119 _____
120 _____
121 _____
122

123 Each notice that is sent by one party to the other party at the listed address shall be presumed to
124 have been received three (3) days after the date of mailing; except when prior written notice is given by one
125 party to the other that a party or an address has changed. Notwithstanding any provision to the contrary
126 contained in this Agreement, any person or party not listed in this paragraph shall not be entitled to notice
127 as may be required by this Agreement unless one party notifies the other party that additional notice shall
128 also be sent to such person or party.
129

130 11. This Agreement shall inure to the parties hereto and their respective successors,
131 assigns, and/or legal representatives.
132

133 12. It is understood and agreed by the execution of this Agreement that the City does not
134 waive any rights of governmental immunity which it may have in any damage suits against it, and that the
135 City reserves the right to plead governmental immunity in such suit in law or in equity or such pleading as
136 is appropriate notwithstanding the execution of this Agreement.
137

138 13. This Agreement shall be governed by the Maryland law and any actions between the
139 parties hereto shall be brought in and vest jurisdiction and venue solely in the Circuit Court for Wicomico
140 County.
141

142 **IN WITNESS WHEREOF**, the City has caused this Agreement to be signed in its name by the City
143 Council President, to be attested to by the City Clerk, and to have the City Seal affixed hereto; and the
144 Owner has caused this Agreement to be signed in its name by its General Partner, duly attested.
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150 ATTEST:
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152 By: _____

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By: _____
Its General Partner

By: Thomas J. Ayd, Jr.
Authorized Person

ATTEST:

CITY OF SALSBURY, MARYLAND

_____ (Seal)
Jacob R. Day
MAYOR, City of Salisbury

1 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND PROVIDING A
2 PAYMENT IN LIEU OF TAXES (PILOT) TO THE DEVELOPMENT OF GATEHOUSE
3 MARKET AND LOFTS LOCATED AT 401 W. MAIN STREET.
4

5 WHEREAS, The City Council of the City of Salisbury, Maryland recognizes that there is
6 a significant need for quality housing units in Salisbury for persons with low or to moderate
7 incomes; and
8

9 WHEREAS, Green Street Housing, LLC or its assignee, a Maryland limited liability
10 corporation, proposes to develop and operate a rental housing development comprised of
11 approximately sixty (60) units, known as Gatehouse Market and Lofts, located at 401 W. Main
12 Street in Salisbury, MD (the "Project"), all or a portion of which will assist persons of lower
13 income as required by applicable law or regulations; and
14

15 WHEREAS, Green Street Housing LLC, has advised the City that financing from the
16 Maryland Department of Housing and Community Development (the "Department") Low Income
17 Housing Tax Credit (the "LIHTC") Program warrants a contribution to the project in the form of a
18 payment in lieu of taxes (PILOT); and
19

20 WHEREAS, The City of Salisbury supports this project because it will address the need
21 for quality, affordable housing for persons with lower incomes; and
22

23 WHEREAS, The City of Salisbury desires to provide for a Payment in Lieu of Taxes (the
24 "PILOT").
25

26 BE IT HEREBY RESOLVED THAT the City of Salisbury approves a PILOT agreement
27 between Green Street Housing LLC or its assignee and the City of Salisbury, attached hereto,
28 provided Green Street Housing LLC constructs and operates a rental housing project on 401 W.
29 Main Street for persons with low to moderate income in accordance with the guidelines of the
30 Department and the LIHTC restrictive use covenants. The PILOT agreement provides for a
31 reduction of the City of Salisbury real estate taxes in the amount of \$400 per unit per year if the
32 project continues to provide affordable housing for persons of lower income for a period of forty
33 (40) years from the date the building is granted a certificate of occupancy; and
34

35 BE IT FURTHER RESOLVED THAT, the Mayor be granted the authority to execute
36 said Payment in Lieu of Taxes agreement, which is hereby attached to this resolution, on behalf of
37 the City of Salisbury; and,
38

39 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
40 City of Salisbury, Maryland held on _____, 2016 and is to become effective upon
41 adoption.
42

43
44 ATTEST
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47 _____
48 Kimberly R. Nichols
49 City Clerk

John R. Heath
President, City Council

50
51
52 APPROVED by me this _____ day of _____, 2016
53
54

55 _____
56 Jacob R. Day
57 MAYOR, City of Salisbury



City of
Salisbury
Jacob R. Day, Mayor

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland *WTH*
Date: September 23, 2016
Ref: Fenzel Annexation

Attached is the information for the Fenzel Annexation scheduled for Monday, October 3rd. Please note the petitioner, Mr. Fenzel started the annexation of the two parcels approximately nine years ago; however, the project was abandoned for several years and Mr. Fenzel wishes to proceed with the project. Attached in the package is the original annexation petition and cover letter. The concept plan has been updated within the past month.

Let me know if you have any questions.

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland
Date: 9/21/2016
Re: City Council Work Session Introduction of the Fenzel – Onley Road Annexation

The Department of Building, Permitting & Inspections requests the Fenzel – Onley Road Annexation be placed on the City Council work session scheduled for Monday, October 3rd. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent of the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the Petition for Annexation. Moreover, the annexation petitioner has paid the required annexation fee, which is based on the total acreage of the site.

The site is located on the north side of Onley Road. This request includes a concept development plan which includes the demolition of a vacant single-family dwelling and construction of nine, two story townhouse style apartments.

Attached, please find the signed annexation petition along with the current City of Salisbury Zoning Map, Wicomico County Zoning Map, copy of the concept development plan, and an aerial map of the location.

Staff is available to answer questions about this request.

January 9, 2007

Subject: 143 Onley Road Salisbury, MD

Dear Brian Wilkins:

I am the owner of the single family home located at 143 Onley Road and adjacent lot (145 Onley) which is located in the county. This home is currently supplied by city water and until recently had a functional septic system. The reason I am writing to you is that in the past couple months I have been having septic problems and have had multiple septic technicians pump and re-pump out my septic tank. These technicians and I have come to the conclusion that the drain field, which is still the original from the house built in 1935, has completely failed. Now, even though it would be drastically less costly to just have a new drain field installed, I have been informed by the Salisbury Health Department that this is not an option due to the fact that city sewer is available to this property.

I am currently in desperate need of a functioning sewer system and as time goes by the cost of maintaining this defective system will just keep adding to the 1000+ dollars I have already had to invest in trouble shooting and pump outs. I would like to hook into city sewer as soon as possible.

Due to these circumstances that are out of my control and leave me no choice, I would like to ask your permission to please be annexed to the city if that is the only way I can hook into city sewer. Thank you for your consideration and please know that time is of the essence as I am currently paying for periodic pump outs until this matter is resolved.

Sincerely,

A handwritten signature in dark ink, appearing to read "Nicholas Fenzel", with a date "1-9-07" written below it.

Nicholas Fenzel

Attachments:

- (1) Letter from Leon Johnson
- (2) Letter from ASAP Septic

Attachment #1

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) # 204

Lots 152

143 & 145 Only Rd.

Map # 48

SIGNATURE(S)



1/22/07
Date

Date

Date

Date

wp:petition.for
11/09/95

RECEIVED FEB 15 2007



Wicomico County Health Department
Environmental Health
108 East Main Street
Salisbury, Maryland 21801
410-546-4446



JUDITH SENSENBRENNER, M.D., M.P.H.
HEALTH OFFICER

MARY PHIPPS-DICKERSON, DIRECTOR
ENVIRONMENTAL HEALTH

January 10, 2007

Nicholas Fenzel
1400 Beckford Court
Salisbury, MD 21804

Re: 143 Onley Road

Dear Mr. Fenzel,

I am writing in response to your inquiry regarding the above-mentioned property, further identified as lots 1 & 2, block A of the James A. Parks subdivision, tax map 48, parcel 204. This subdivision was approved in 1986 with the condition that the approved lots would be served by public water and sewer. Lot 1 is currently improved with a single family dwelling, whose sewage disposal system is located on lot 2. Since public water and sewer are available to this property, this Department will not issue any permit to repair or replace the existing sewage disposal system. Once the existing system begins to fail, then this Department will require you to immediately connect to the available public water and sewer.

If you have any questions please call our office at 410-546-4446.

Sincerely,

Dennis DiCintio, R.S.
Department of Environmental Health

AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

FAX
410-219-2882

TOLL FREE
877-463-3464

TDD
410-543-6952

Leon Johnson, Jr.

PO. Box 541
Fruitland, MD 21026
(410) 543-8615

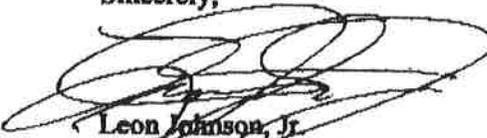
January 10, 2007

Nick Fenzel
143 Onley Road (Property Location)
Salisbury, MD 21801

Dear Mr. Fenzel:

As per my conversation with Dennis DeCintio from the Wicomico County Environmental Health Department in reference to the above property's failed septic system it is imperative that you connect to the city sewer service which runs across the front of your property as soon as possible for health and safety reasons for no septic permit can be permitted with the city service of sewer availability.

Sincerely,



Leon Johnson, Jr.
T/A Leon Johnson, Jr. Septics &
Landscaping



Division of Lewis Construction, Inc.

P. O. Box 3664
Salisbury, MD 21802

410-860-0707
410-546-2199
Fax - 410-860-0681

Jan. 10, 2007

Nicholas Fenzel
1400 Beckford Court
Salisbury, MD 21804

RE: 143 Onley Road Property
Salisbury, MD 21804

To Whom It May Concern:

During the past 2 years our technicians have observed the drainfield at the above location has been slowly deteriorating. During a pump out of the septic system this past month of the septic tank our technician observed the drainfield is now not working effectively to absorb effluent under normal usage.

We advised the home owner a replacement system or repair should be considered to correct this problem.

If you have any questions regarding this matter, please contact our office.

Sincerely,
A.S.A.P. Pumping Service

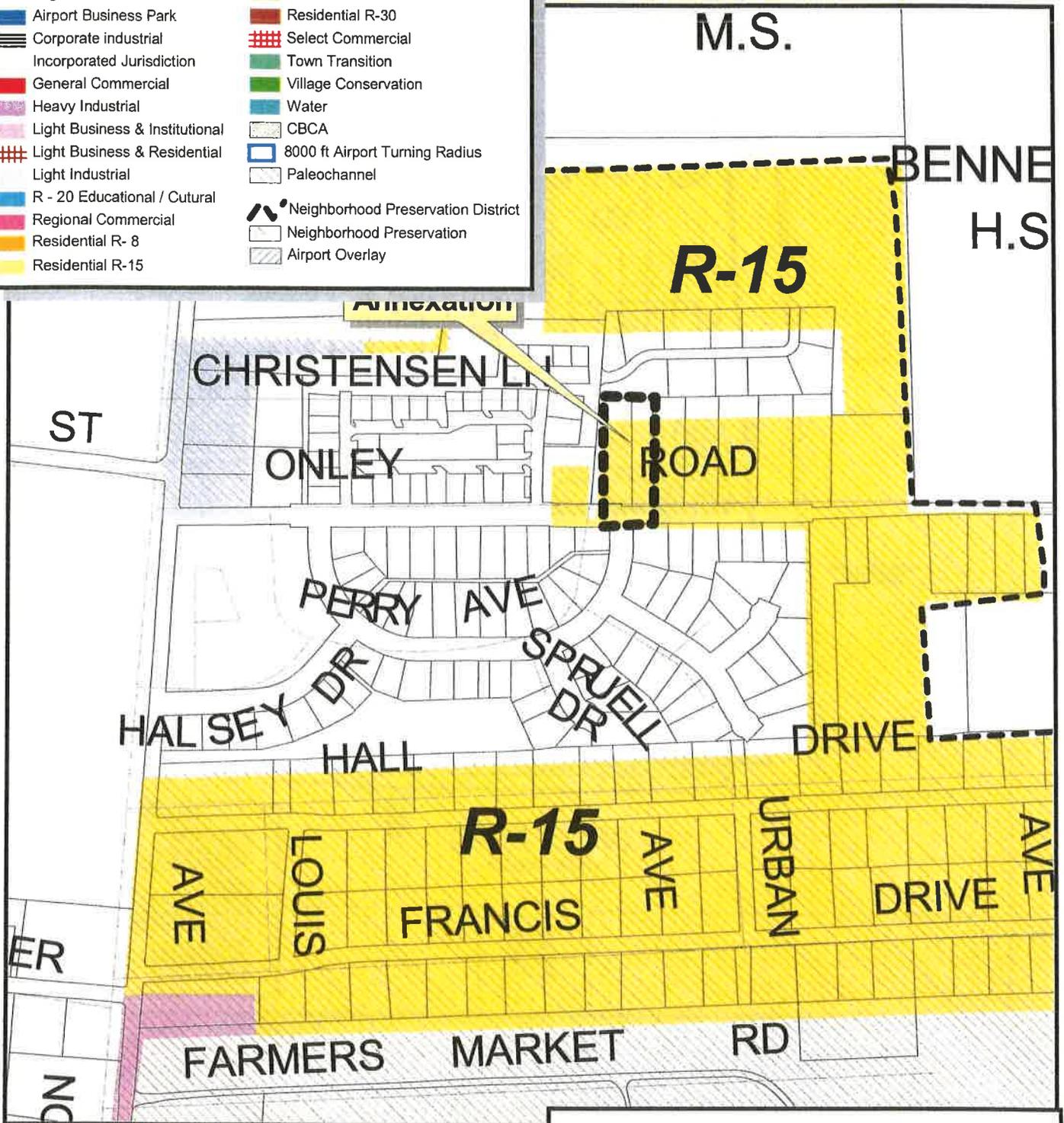
Ray A. Lewis
Resident

Fax: 410-202-2632

RAL/jp

WICOMICO COUNTY

- | | |
|--------------------------------|------------------------------------|
| Agricultural - Rural | Residential R-20 |
| Airport Business Park | Residential R-30 |
| Corporate industrial | Select Commercial |
| Incorporated Jurisdiction | Town Transition |
| General Commercial | Village Conservation |
| Heavy Industrial | Water |
| Light Business & Institutional | CBCA |
| Light Business & Residential | 8000 ft Airport Turning Radius |
| Light Industrial | Paleochannel |
| R - 20 Educational / Cultural | Neighborhood Preservation District |
| Regional Commercial | Neighborhood Preservation |
| Residential R- 8 | Airport Overlay |
| Residential R-15 | |



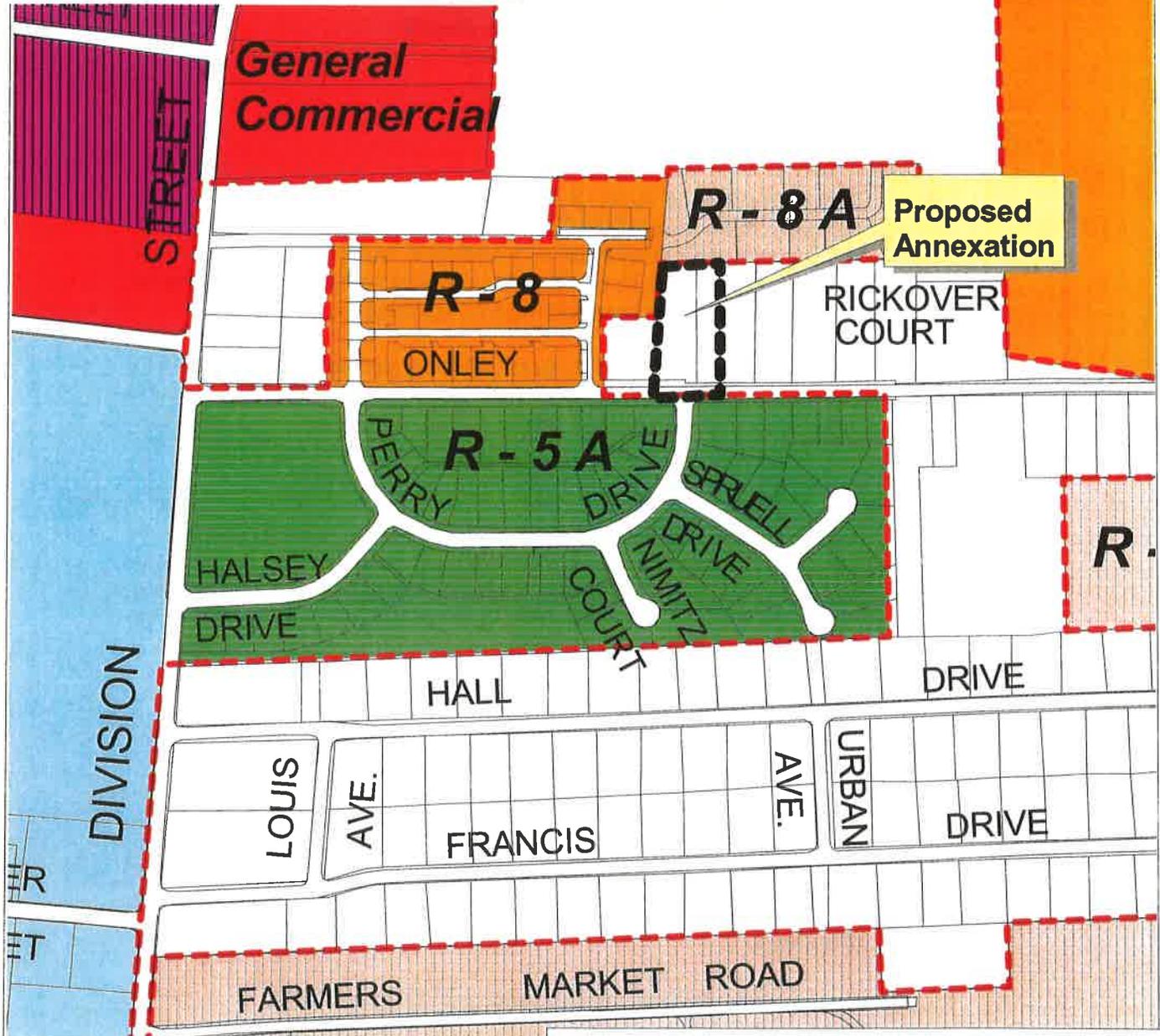
0 250 500 Feet

**Wicomico County
- Existing Zoning Map -**

CITY OF SALISBURY

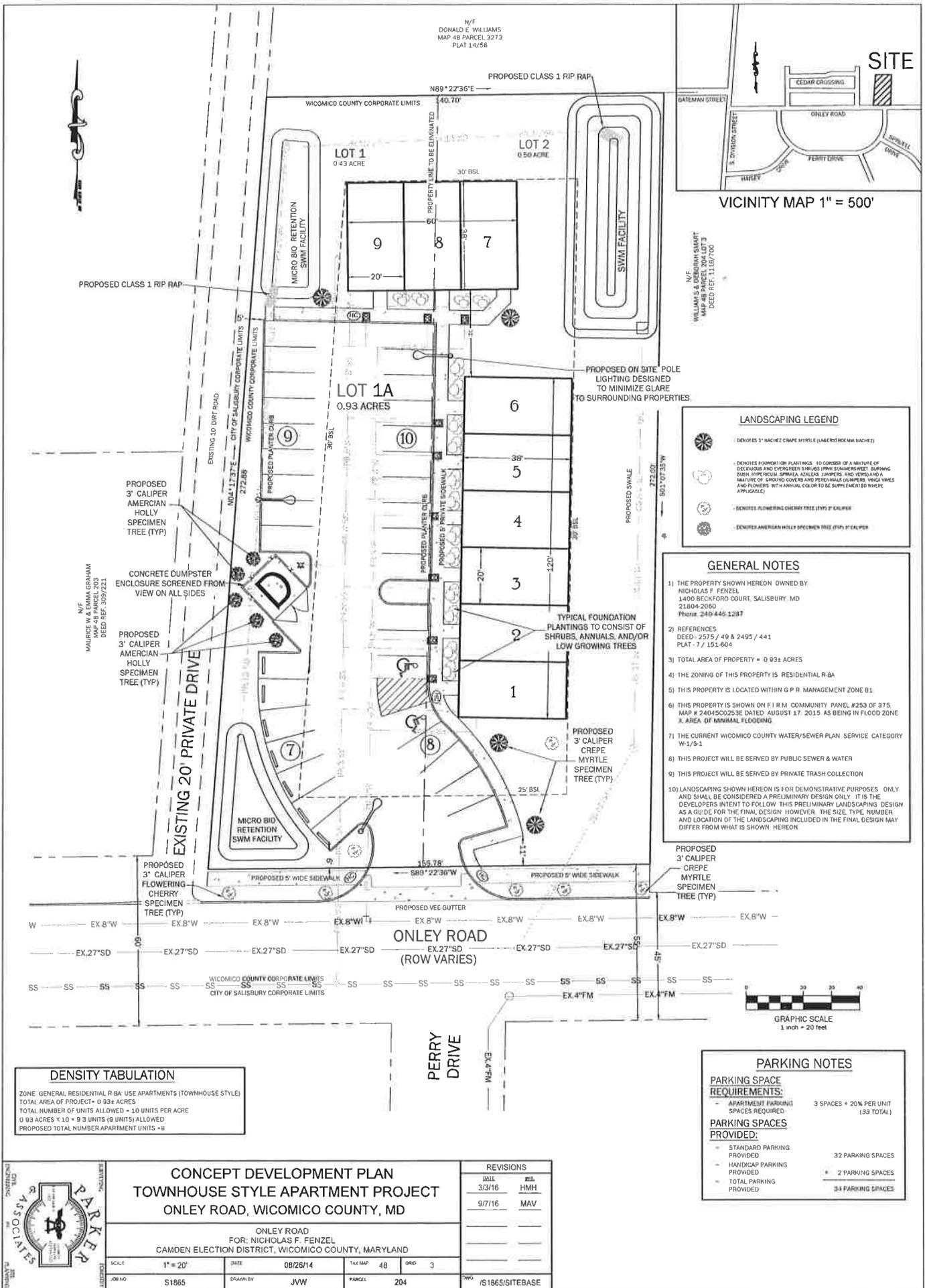
Legend

- | | | |
|---------------------------|----------------------------------|---|
| Residential R - 5 | College & University | Planned Residential District |
| Residential R - 5A | Hospital | Planned Development District |
| Residential R - 8 | Light Business and Institutional | Conservation |
| Residential R - 8A | Neighborhood Business | Paleochannel (Approximate Limits) |
| Residential R - 10 | Office - Service Residential | Well Head Protection Area |
| Residential R - 10A | Office Service Highway | Salisbury Corporate Limits |
| Central Business District | Recreation Redevelopment | Chesapeake Bay Coastal Area |
| General Commercial | Light Industrial | Colonial Historic District |
| Select Commercial | Industrial | Downtown Historic District |
| Regional Commercial | Industrial Park | Newtown Historic District |
| | | Conditional Zoning <small>See Ordinance or Resolution</small> |



**City of Salisbury
- Existing Zoning Map -**





VICINITY MAP 1" = 500'

N/F WILLIAMS & BERUBAH SAMBIT
MAP 48 PARCEL 3273
DEED REF. 1118/700

- LANDSCAPING LEGEND**
- DENOTES 3' CALIPER CREPE MYRTLE (LARGEST ROCKWORTH MYRTLE)
 - DENOTES FOUNDATION PLANTINGS TO CONSIST OF A MIXTURE OF DECIDUOUS AND EVERGREEN SHRUBS (PINK SUMMERSWEET, BURNING BUSH, HYDRANGEA, SPYRALA, KOLAS, JASMINE, AND HYDRANGEA) AND FLOWERS WITH ANNUAL COLOR TO BE SUPPLEMENTED WHERE APPLICABLE
 - DENOTES FLOWERING CHERRY TREE (TYP) 3' CALIPER
 - DENOTES AMERICAN HOLLY SPECIMEN TREE (TYP) 3' CALIPER

- GENERAL NOTES**
- 1) THE PROPERTY SHOWN HEREON OWNED BY NICHOLAS F FENZEL 1400 BECKFORD COURT, SALISBURY, MD 21804-2060 Phone: 240-446-1287
 - 2) REFERENCES DEED: 2575 / 49 & 2495 / 441 PLAT- 7 / 151-604
 - 3) TOTAL AREA OF PROPERTY = 0.93± ACRES
 - 4) THE ZONING OF THIS PROPERTY IS RESIDENTIAL R-8A
 - 5) THIS PROPERTY IS LOCATED WITHIN G P R MANAGEMENT ZONE B1
 - 6) THIS PROPERTY IS SHOWN ON F I R M COMMUNITY PANEL #253 OF 375, MAP # 2404500233E DATED AUGUST 17, 2015 AS BEING IN FLOOD ZONE X, AREA OF MINIMAL FLOODING
 - 7) THE CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY W-1/S-1
 - 8) THIS PROJECT WILL BE SERVED BY PUBLIC SEWER & WATER
 - 9) THIS PROJECT WILL BE SERVED BY PRIVATE TRASH COLLECTION
 - 10) LANDSCAPING SHOWN HEREON IS FOR DEMONSTRATIVE PURPOSES ONLY AND SHALL BE CONSIDERED A PRELIMINARY DESIGN ONLY. IT IS THE DEVELOPER'S INTENT TO FOLLOW THIS PRELIMINARY LANDSCAPING DESIGN AS A GUIDE FOR THE FINAL DESIGN. HOWEVER, THE SIZE, TYPE, NUMBER AND LOCATION OF THE LANDSCAPING INCLUDED IN THE FINAL DESIGN MAY DIFFER FROM WHAT IS SHOWN HEREON.

DENSITY TABULATION

ZONE GENERAL RESIDENTIAL R-8A USE APARTMENTS (TOWNHOUSE STYLE)
 TOTAL AREA OF PROJECT= 0.93± ACRES
 TOTAL NUMBER OF UNITS ALLOWED = 10 UNITS PER ACRE
 0.93 ACRES X 10 = 9.3 UNITS (9 UNITS) ALLOWED
 PROPOSED TOTAL NUMBER APARTMENT UNITS = 9

PARKING NOTES

PARKING SPACE REQUIREMENTS:

- APARTMENT PARKING SPACES REQUIRED: 3 SPACES + 20% PER UNIT (33 TOTAL)

PARKING SPACES PROVIDED:

- STANDARD PARKING PROVIDED: 32 PARKING SPACES
- HANDICAP PARKING PROVIDED: 2 PARKING SPACES
- TOTAL PARKING PROVIDED: 34 PARKING SPACES



**CONCEPT DEVELOPMENT PLAN
TOWNHOUSE STYLE APARTMENT PROJECT
ONLY ROAD, WICOMICO COUNTY, MD**

ONLEY ROAD
FOR: NICHOLAS F. FENZEL
CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE		DATE		TAX MAP		GRID	
SCALE	1" = 20'	DATE	08/26/14	TAX MAP	48	GRID	3
JOB NO.	S1865	DESIGN BY	JVW	PARCEL	204	TRACED	/S1865/SITEBASE

REVISIONS	
DATE	BY
3/3/16	HMH
9/7/16	MAV

This document is not subject to recordation tax pursuant to Md. Ann. Code Tax-Property 12-108(a).

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 2016, by and between ~~THE~~ the CITY OF SALISBURY, a body politic of the State of Maryland, having an address at 125 North Division Street, Salisbury, Maryland 21801-5030 (collectively, "Grantors") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, Crownsville, Maryland 21032 ("MET") and LOWER SHORE LAND TRUST, INC., a Maryland nonprofit corporation, having an address at 9931 Old Ocean City Boulevard, Berlin, Maryland 21811 ("LSLT") (collectively, "Grantees").

This Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

Maryland Environmental Trust, created pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland, is charitable in nature. It was established to conserve, improve, stimulate, and perpetuate the aesthetic, natural, health and welfare, scenic and cultural qualities of the environment, including, but not limited to, land, water, air, wildlife, scenic qualities, open spaces, buildings or any interest therein, and other appurtenances pertaining in any way to the State. MET is a "qualified organization" within the meaning of Section 170(h)(3) of the United States Internal Revenue Code ("IRC").

Lower Shore Land Trust, Inc. is a nonprofit tax exempt organization within the meaning of Section 501(c)(3) of the IRC, established to promote the preservation and protection of natural resources of Maryland's Somerset, Wicomico and Worcester Counties, and is a "qualified organization" within the meaning of Section 170(h)(3) of the IRC.

Grantors own in fee simple ~~62 acres, more or less, of~~ certain real property in the City of Salisbury, Maryland, and more particularly described in Exhibit A attached hereto (the "Property"), which is a portion of the real property conveyed to the Grantors from Charles E. Hearne, Jr., Stanley G. Robins and Raymond S. Smethurst, Jr., Trustees of the Estate of John William Brittingham by Deed dated July 9, 1969 and recorded among the Land Records of Wicomico County, Maryland in Liber 697 folio 108.;

The address of the Property is Naylor Mill Road, Salisbury, Maryland 21801. The Property is identified on tax map 100, a portion of parcel 2 and on tax map 29, parcel 398.

The Property consists of ~~62~~ one 33.05 acre parcel and a 59.24 acre parcel as shown on the Conservation Easement Survey and Legal Description attached hereto as Exhibits A(1) and (2). These parcels include woodlands, a portion of Leonard Pond Run and the North Prong of the Wicomico River; relatively natural habitat for forest interior dwelling bird species; and has scenic value of significant public benefit along Naylor Mill Road. The Property also consists of coarse sandy soils that permit percolation to a subsurface source of ~~the~~ the City of Salisbury's drinking water. The bed of an ancient river 100 to 200 feet below the surface of the Property is known as the Paleochannel and is the source of ~~the~~ the City of Salisbury's drinking water. The Property is open for public passive recreation.

In recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below. Grantors thus intend to make a charitable gift of a qualified conservation contribution in the form of this Conservation Easement with respect to the Property to further the preservation and conservation of the Property and the goals of Grantees.

Grantees intend hereby to accept this Conservation Easement and to hold such Conservation Easement exclusively for conservation purposes, as defined, in Section 2-118 of Real Property Article, Ann. Code of Maryland. Grantees are able to monitor and enforce such Conservation Easement.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein. As an absolute gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions in this Conservation Easement (the "Provisions"), Grantors ~~unconditionally and~~ irrevocably hereby voluntarily grant and convey in trust unto Grantees, their successors and assigns, forever and in perpetuity, this Conservation Easement of the nature and character and to the extent set forth below, with respect to the Property. By execution hereof, Grantors intend to create a charitable trust to benefit the citizens of the State of Maryland.

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following ~~e~~Conservation ~~a~~Attributes, as further set forth in Exhibit B: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public ~~and~~ which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy ~~and~~ which yields a significant public

benefit; including but not limited to the protection of the relatively natural area and soils that allows for natural filtrations of surface water through percolation to the subsurface Paleochannel that supplies potable water to the City of Salisbury thereby protecting the water quality of the Paleochannel (“Conservation Attributes”).

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”) Except that the Grantors hereby reserve the power and authority to exclusively manage and develop the water resources of the property in the best interest of the City of Salisbury. The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantees in writing before undertaking such activity.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are prohibited on the Property. Commercial (as defined below) small animal kennel operations are prohibited.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors ~~or their designees~~ are ~~nonprofit corporations~~ a governmental body, Grantors may conduct only those Commercial uses or activities that are directly related to ~~Grantors’ or designees’ mission~~ legislatively and authorized powers. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property and shall not harm the Conservation Attributes. The following Commercial activities and uses are permitted:

(1) Commercial Passive Recreational (as defined below) uses operated by the Grantors or their designees. Structures associated with these uses must be permitted according to Article III.E (3) below. Any Commercial Passive Recreational uses not prohibited by Articles III.C and III.D shall be limited to a de minimis amount; and

(2) Commercial Ecosystems Services Marketing (as defined below) and Commercial Mitigation and Conservation Banking (as defined below), with approval of Grantees as per Article III.Q and Article V, and Commercial compensation from the implementation of appropriate conservation practices; provided, however, that Grantors may not earn Commercial compensation if the activities generating such compensation are required as a result of Grantors' violation of this Conservation Easement. Grantees shall not be entitled to any such compensation.

D. Passive Recreational Uses and Activities. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, walking, bicycling, running, bird watching, orienteering, hunting, fishing, hiking, kayaking, canoeing, and cross country skiing.

Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields and golf courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Dwelling Units are prohibited on the Property. The total number of all Dwelling Units on the Property shall never exceed zero (0).

Structures, Buildings, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) Non-residential Structures designed, constructed and utilized in connection with the Passive Recreational uses of the Property (for example: pedestrian and or bicycle bridge, bench, information and trail map kiosk);

(2) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses. ~~Provided that Grantors give Grantees written documentation that existing parking on the adjacent Wicomico County owned land is no longer available to serve the Property, with~~

~~location approval of Grantees in accordance with the provisions of Article V below, Grantors may construct a pervious parking area for twenty five (25) vehicles;~~

(3) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement, and in accordance with Article III.N below;

(4) Structures permitted pursuant to Article III(Q); and

(5) Well heads and other Structures designed, constructed and utilized in connection with water quality and quantity monitoring and extraction from the Paleochannel by the City of Salisbury.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. ~~Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property or to serve an adjacent or other property.~~ “Utilities” includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Building or, with approval of Grantees pursuant to Article V, on a Structure that is not a Building; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations). Cellular communication Structures and systems are prohibited except when used for communication with wells. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors’ utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. With the exception of Grantors’ water supply facilities, ~~No~~ right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of both Grantees, as per Article V.B.(ii). The Grantors shall have all access reasonably necessary for the repair, construction, maintenance and operation of all Structures and utilities needed for monitoring and extracting of water from the Paleochannel as deemed necessary by the Grantors.

H. Subdivision. The division, partition, subdivision, or boundary line adjustment of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years (“Subdivision,” or “Subdivided” as the case may be), is prohibited. Grantees, however, may approve the Subdivision of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. A one-hundred (100) foot forested buffer strip along each side of the Leonard Pond Run and the North Prong of the Wicomico River is required on the

Property. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access and associated Structures, subject to Grantees' approval, per Article V; (3) control of non-native and invasive species or removal of dead, diseased, or infested trees as provided for in Article III.K below; (4) unpaved Trails (defined below) and access to portions of the Property which are accessible only by crossing said water body; (5) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (6) water supply and utility access. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. The diking, draining, filling, dredging or removal of Wetlands is prohibited; provided, however, that (1) the creation, restoration and maintenance of Wetlands and man-made ponds is permitted with all necessary and appropriate permits.

K. Forest Management. The Grantors intend that the Property be managed as Forever Wild (as defined below and with the exceptions set forth in this Deed of Conservation Easement). Commercial timber harvest on the Property is prohibited.

"Forever Wild" means land protected in its natural condition; the ecological integrity and natural character of the land are conserved and protected in perpetuity. Land managed as Forever Wild benefits the natural communities thereon as well as humans who may enjoy the scenic beauty through management strategies that impose minimal impact upon the Property.

Any burning, mowing, cutting, plowing, or other means of destruction or removal (collectively, "Removal" or "Remove" as the context requires) of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") is only permitted for the following purposes:

(1) To Remove Vegetation which is non-native and invasive, or, based on a written report of a qualified forester, determined to be infested and/or diseased;

(2) To Remove Vegetation necessary for the construction and maintenance of permitted Trails (as defined below) and Means of Access; for water supply and the utilities necessary to maintain and extract water as deemed necessary by the Grantors.

(3) To Remove Vegetation pursuant to forest management activities that may be required from time to time pursuant to and in compliance with the Forest Plan (defined below) as long as said Plan abides by all terms of Article III.K and Removal is in compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland* ("Guidelines"), prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future;

(4) To take action to combat a public safety hazard threatening the Property, adjacent and or surrounding lands, such as an active fire.

Within one year of the execution of this Conservation Easement, Grantors shall be and shall remain in compliance with a Forest Stewardship Plan (the “Forest Plan”) that pertains to the Property. The Forest Plan shall be prepared by a Maryland Department of Natural Resources ecologist, the Maryland Department of Natural Resources Forest Service, or by a forester licensed and registered in Maryland, and be reviewed and approved by Grantees. A copy of the Forest Plan shall be provided to Grantees no later than thirty (30) days after its completion. The primary objective of the Forest Plan shall be natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water and groundwater quality and the secondary objective shall be soil conservation and water and groundwater protection. At a minimum, the Forest Plan shall include:

- 1) an inventory of any physical and natural features of the Property (including wetlands, streams, water bodies, roads, Trails (as defined below), public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- 2) a vegetation map and possibly a soils map and topographic map;
- 3) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over water bodies and plans for the control or Removal of invasive and exotic species), rare, endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;
- 4) provisions in conformity with this Conservation Easement.

L. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, and Means of Access permitted under this Conservation Easement; or (3) erosion control. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

M. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of surface mining is

prohibited. Sub-surface mining or drilling is permitted for public water only.

N. Visual Screening. In order to maintain the scenic view of the Property from Naylor Mill Road set forth as a Conservation Attribute in Exhibit B, Grantors shall not erect, construct, assemble, or plant visual screening, including but not limited to stockade fences, tall berms, and dense hedges, that would, in Grantees' sole discretion, substantially block views of the Property from such public roadway.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Passive Recreational uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantees encourage in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed sixteen (16) square feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law. No existing signs need be modified to meet this requirement.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Ecosystems Services, Ecosystems Services Marketing, and Mitigation and Conservation Banking. "Ecosystems Services" means the conditions and processes through which natural ecosystems (such as forests, wetlands, grasslands, and endangered species habitat and the species that inhabit them) provide services (such as air and water purification, flood control, carbon and nutrient scrubbing, soil formation, decomposition and filtration of waste, pollination of crops, provision of habitat) that sustain and fulfill healthy human and natural systems. "Ecosystems Services Marketing" means sale, trade, exchange or payment to conserve, establish or enhance a particular natural function or Ecosystems Service. "Mitigation and Conservation Banking" means current or future programs with state or federal agencies or private entities intended to provide incentive or compensation for the conservation of rare, threatened or endangered species or communities by protecting or enhancing their habitats, or for other environmental preservation or enhancement efforts (such as Wetland mitigation, carbon credit, and similar programs).

If Grantors wish to develop or enhance existing Ecosystems Services on the Property,

Grantors may do so by installing vegetative treatments and by excavating, filling and grading for forest establishment, erosion control measures, streambed or stream bank restoration, habitat restoration or wetland creation or restoration; provided, however, that such actions must be consistent with the Conservation Attributes of the Property as they are identified in this Conservation Easement. If Grantor wishes to create wetlands in an historically upland area, Grantor may do so only if such area has either historical or current evidence of two or more of the following: (a) hydric soils; (b) hydrophytic vegetation; (c) wetland hydrology. In connection with such activities, Grantors may construct new Structures (including but not limited to dams, weirs, water flow control gates) but not new Buildings. Grantors reserve the right to enter into agreements whereby Grantors agree to manage or permit a third party to manage the natural resources associated with the Property in a specific manner consistent with this Conservation Easement. Grantors may also enter into overlay conservation easements; provided, however, that Grantees must approve any request to subordinate this Conservation Easement to an overlay conservation easement.

With approval of Grantees as further set forth in Article V below, Grantors may engage in Ecosystems Services Marketing and/or Mitigation and Conservation Banking on the Property on a Commercial basis.

R. Trails. Grantor may construct, relocate, maintain and use paved or unpaved foot and bicycle trails for Passive Recreational uses and activities (“Trails”) provided that such Trails are in compliance with the Trails Plan (defined herein). Paved Trails shall be no more than five (5) feet wide and shall be limited in scale to those appropriate to the size and location of the Property to ensure protection of the Conservation Attributes. Unpaved Trails shall be no more than six (6) feet wide. The use of motorized vehicles on Trails is prohibited except in the case of emergency or in connection with the construction, maintenance, or patrol of the Trails or for use by persons who need to use wheelchairs or power-driven mobility devices.

Within one year of the execution of this Conservation Easement, Grantors shall be and shall remain in compliance with a Trail Management Plan (the “Trails Plan”) that pertains to the Property. The Trails Plan must be at all times reasonably current, but in no event more than five (5) years old. The Trails Plan shall be prepared by the Grantor and shall be reviewed and approved by Grantees as further set forth in Article V below. A copy of the Trails Plan shall be provided to Grantees no later than thirty (30) days after its completion.

At a minimum the Trails Plans shall include:

- 1) map(s) of all existing and planned Trails including topography, water bodies and Structures;
- 2) erosion control and Paleochannel protection measures;
- 3) plans for routine maintenance and upkeep of Trails; and
- 4) plans including disturbance areas for the construction or relocation of Trails.

Trails shall be constructed, relocated, maintained and used in a manner that does not harm the Conservation Attributes.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors hereby grant to Grantees all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions Grantees must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- location of the parking area Means of Access, as per Article III.E(2);
- location of a solar panel on a Structure that is not a Building, as per Article III.F or approval of a Structure the sole purpose of which is to hold a solar panel;
- access across the Property for utilities or roadways serving another property, as per Article III.G, ∴ No permission will be necessary in the case of access to and from the Grantors' water facilities and supporting utilities;
- Subdivision of the Property, as per Article III.H;
- Structures associated with Passive Recreational water uses, located within the 100-foot buffer strip, as per Article III.I (2);
- the Forest Plan, as per Article III.K;
- use of the Property for Commercial Ecosystems Services Marketing or Mitigation and Conservation Banking, as per Article III.Q; and
- the Trails Plan, as per Article III.R.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require that Grantors submit additional information necessary for a complete submission. When Grantees deem the submission complete (“Request”), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

(i) In evaluating the Request, each Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation

Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement. Approval is required by both Grantees.

(ii) If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantees;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provided a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

C. Grantees shall each provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantees and their employees and agents shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Grantees shall

provide prior notice to Grantors at their last known address, unless Grantees determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Grantees may inspect the interior of Buildings and Structures permitted by Article III.E (1), III.E (4) and III.E (5) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Grantees and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Grantees may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by *in rem*, *quasi in rem* or *in personam* jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Grantees shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Grantees need not provide such notice and cure period if Grantees determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Grantees' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantees at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorneys' fees except in the case of a legitimate dispute relating to Grantors' rights regarding the use of the Paleochannel.

C. No failure or delay on the part of Grantees to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

D. Each Grantee has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Grantees do not agree as to whether the Grantors are complying with the Provisions, each Grantee may proceed with enforcement actions without the consent of the other Grantee.

Notwithstanding the above, Grantees have agreed that LSLT shall have the primary duty to monitor the Property and to take initial steps toward enforcement of the Provisions of this Conservation Easement.

ARTICLE VII. PUBLIC ACCESS

Grantors shall provide the public with substantial and regular access to the Property for Passive Recreational uses and activities. Consistent with the above, Grantors shall have the right

to make guidelines, rules and regulations for different types of such Passive Recreational uses and activities and to control or limit any such public access, by posting or other means, to assure compliance with the Conservation Purpose of this Conservation Easement and in order to prevent unreasonable interference with Grantor’s reserved rights hereunder and other lawful uses of the Property. Grantees claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under the Md. Ann. Code, Natural Resources, Section 5-1101, et seq.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – F (collectively, the “Baseline Documentation”) reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of six (6) pages.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of the Maryland Environmental Trust and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the image numbers, vantage points, and image descriptions is recorded herewith. Exhibit D consists of twenty-nine (29) color digital images and two (2) pages.
- E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Maryland Environmental Trust and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantees with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively “Liens”), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantees under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively “Lienholders”) already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The grantors who signed this Conservation Easement on the date set forth above (“Original Grantors”) are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, “Grantors” shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. TERMINATION

As set forth in Article I above, this Conservation Easement is granted in perpetuity. Grantees have determined that the Conservation Attributes set forth in Exhibit B constitute a valued public purpose worthy of permanent protection. Notwithstanding the preceding two sentences, this Conservation Easement may be terminated only due to extraordinary circumstances and only by way of Article X. A or B below.

A. Judicial Extinguishment. This Conservation Easement may be extinguished, other than as set forth in Art. X.B below, only if a court with jurisdiction, at the joint request of Grantors and Grantees, determines that conditions on or surrounding the Property have changed such that it has become impossible or impractical to fulfill the Conservation Purpose.

B. Condemnation. This Conservation Easement may be terminated through condemnation proceedings if condemnation of a part or all of the Property by a public authority renders it impossible or impractical to fulfill the Conservation Purpose. Grantees may, at their option, join in the negotiations or proceedings at any time to object to the taking and to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. No compensation shall, however, be due to Grantees if the condemnation proceeding is brought by Grantors to maintain, protect, develop or expand water production in the Paleochannel for the benefit of the City of Salisbury.

C. Proceeds. The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value at least equal to the ratio of the value of this Conservation Easement on the effective date of this grant to the value of the Property without deduction for the value of the Conservation Easement on the effective date of this grant.

If this Conservation Easement is terminated in whole or in part, whether by judicial extinguishment or condemnation, Grantees shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the greater of: (i) the proportion that the value of this Conservation Easement at the time of the conveyance bears to the then value of the Property as a whole; or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment or condemnation bears to the then value of the Property as a whole. Such proceeds received by Grantees shall be used by Grantees in a manner consistent with the Conservation Purpose of the original contribution. This paragraph is subject to any applicable Maryland or Federal statutes, including but not limited to Section 12-104(g) of Real Property Article, Ann. Code of Maryland.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of

enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, Grantors and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) No amendment shall be allowed if it would adversely affect the qualification of this Conservation Easement or the status of Grantees under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code;

(2) No amendment shall be allowed if it would create private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested;

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X.C above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

Proposed amendments that exceed the discretion granted to the Grantors and Grantees pursuant to this Provision are permitted only if they are authorized by a Maryland court having jurisdiction, and in evaluating any such proposed amendment, the court shall apply the law of charitable trusts as then in effect in the State of Maryland. Nothing in this Article XI.B shall require Grantors or Grantees to (i) agree to any amendment; or (ii) consult or negotiate regarding any amendment.

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of Wicomico County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantees. Any notices by Grantors to Grantees pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

Maryland Environmental Trust
100 Community Place, Third Floor
Crownsville, Maryland 21032

and to

Lower Shore Land Trust, Inc.
9931 Old Ocean City Boulevard
Berlin, Maryland 21811

or to such other addresses as Grantees may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantees.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust and the Lower Shore Land Trust, Inc., their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

THE CITY OF SALISBURY, a body politic of the State of
Maryland

By: _____ (SEAL)
Jacob R. Day, Mayor

By: _____ (SEAL)
John R. Heath, President, City Council

By: _____ (SEAL)
Laura Mitchell, Vice President, City Council

By: _____ (SEAL)
April Jackson, City Councilwoman

By: _____ (SEAL)
Muir Boda, City Councilman

By: _____ (SEAL)
Jaimes Ireton, Jr., City Councilman

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Jacob R. Day, known to me (or satisfactorily proven) to be a Mayor of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared John R. Heath, known to me (or satisfactorily proven) to be President, City Council of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Laura Mitchell, known to me (or satisfactorily proven) to be Vice President, City Council of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared April Jackson, known to me (or satisfactorily proven) to be City Councilwoman of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Muir Boda, known to me (or satisfactorily proven) to be City Councilman of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared James Ireton, Jr., known to me (or satisfactorily proven) to be City Councilman of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEES:

MARYLAND ENVIRONMENTAL TRUST

BY: _____ (SEAL) DATE: _____
William H. Leahy II
Director

LOWER SHORE LAND TRUST, INC.,
a Maryland nonprofit corporation

BY: _____ (SEAL) DATE: _____
Hugh Cropper IV
Chair

I hereby certify this deed was prepared by or under the supervision of
_____, an attorney admitted to practice by the Court of Appeals of
Maryland.

Approved as to legal form and sufficiency this ____ day of _____, 2016.
“Approved” means the document meets the legal requirements for a deed of conservation
easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

Deed of Conservation Easement
THE CITY OF SALISBURY, Grantors
Maryland Environmental Trust and Lower Shore Land Trust, Inc., Grantees

BASELINE DOCUMENTATION REPORT
July 12, 2016

EXHIBIT A	Boundary Description and Property Reference
EXHIBIT B	Conservation Attributes
EXHIBIT C	Inventory of Existing Structures
EXHIBIT D	Color Digital Images of the Property
EXHIBIT E	Aerial Photograph of the Property
EXHIBIT F	Tax Map Showing Approximate Location of Property

This Baseline Documentation Report was prepared by Ann Gutierrez Carlson, a conservation easement planner at the Maryland Environmental Trust (“Preparer”). The Preparer has been employed at the Maryland Environmental Trust for eight years and has been trained to document property specific information necessary to develop this Baseline Documentation Report. The Preparer has considerable field experience and attends regular trainings, conferences, and professional development seminars to expand and enhance her skill set. In addition, the Preparer has college and/or graduate level course work in forestry, ecological restoration, population ecology, biology, wetland ecology, insect ecology, natural resource management, herbaceous and woody plant identification, water resources, land use planning, conservation planning and Geographic Information Systems.

Signature of Preparer

Date

Deed of Conservation Easement
THE CITY OF SALISBURY
Boundary Description and Property Reference
Exhibit A
Page One of Two

The legal description of the Property is to be inserted here.

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
Page One of Six

General Physical Description of the Property

The Property consists of ~~62~~ one 33.03 acre parcel and a 59.24 acre parcel as shown on the Conservation Easement survey and Legal Description attached hereto as Exhibits A(1) and (2). ~~acres of~~ These parcels include woodlands, a portion of Leonard Pond Run and the North Prong of the Wicomico River; relatively natural habitat for forest interior bird species; and scenic value of significant public benefit along Naylor Mill Road. The Property also consists of coarse sandy soils that permit percolation to the subsurface source of the City of Salisbury’s drinking water. The bed of an ancient river 100 to 200 feet below the surface of the Property is known as the Paleochannel and is the source of the City of Salisbury’s drinking water. The Paleochannel is also referred to as the Salisbury Aquifer.

The Property consists of natural surface trails used by hikers and bikers. The Property provides Passive Recreational opportunities to the general public.

Conservation Attributes

1. Preservation of Land Areas for Outdoor Recreation by, or education of, the general public
The public has substantial and regular access to the Property by way of this Conservation Easement for Passive Recreational uses and activities. The public will have access to the Property year round. Visitors to the Property will have the opportunity to enjoy outdoor activities such as hiking, biking, nature and wildlife appreciation and study.
2. Preservation of Open Space
 - a. Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit
 - i. From public roadway
The Property contains approximately 1,060 feet of scenic road frontage on Naylor Mill Road. The Property provides view of the forest for those traveling on Naylor Mill Road. The Conservation Easement will provide the permanent protection of the scenic view along the aforementioned road for the benefit of those traveling said public road. (Source: MET Staff Site Visit January 21, 2016 and June 30, 2016).
 - ii. From a publically accessible County Park
The property is adjacent to the Wicomico County owned and maintained Henry S. Parker Athletic Complex. This is a large active recreational area with several ball fields and parking area. The forest of the Property is visible from the Athletic Complex. (Source: MET Staff Site Visit January 21, 2016 and June 30, 2016).

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
Page Two of Six

- b. Pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit
- i. Consistent with MET Policy
The scenic and government policy related conservation values of the Property described above are in furtherance of *The Conservation Easement Policies of the Maryland Environmental Trust* as adopted by MET on June 2, 1991 and most recently updated on March 4, 2013. MET exists pursuant to Subtitle 2 of the Natural Resources Article, to conserve natural and scenic qualities of Maryland’s environment.
 - ii. Water Quality Protection
The Property is above the Paleochannel, an aquifer 100 to 200 feet below the surface that supplies the area with potable water. The Property contains approximately 4,200 linear feet of stream channels, which are protected by a 100-foot buffer strip. The existing forested buffers maintain water quality along Leonard Pond Run and North Prong of the Wicomico River. Buffer strip standards are consistent with the current guidelines recommended by the Forest Service of the Maryland Department of Natural Resources for contributing to the protection of surface water quality. This Conservation Easement prohibits uses that could adversely impact the percolation and quality of water into the Paleochannel, but reserves unto the Grantors the power and authority to exclusively manage and develop the water resources of The Property in the best interest of the City of Salisbury.
 - iii. Furthers the policies of Natural Resources Article § 5-602
The Conservation Easement requires that the Property be managed pursuant to a Forest Stewardship Plan (the “Forest Plan”). The Forest Plan primary objective is natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality and the secondary objective is soil conservation and water protection. Natural Resources Article § 5-602 states:
“Forests, timberlands, woodlands, and soil resources of the State are basic assets, and the proper use, development, and *preservation of these resources are necessary to protect and promote the health, safety, and general welfare of the people of the State.* It is the policy of the State to encourage economic management and scientific development of its forests and woodlands to maintain, conserve, and improve the soil resources of the State so that an adequate source of forest products is preserved for the people.

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
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Floods and soil erosion must be prevented and the natural beauty of the State preserved. Wildlife must be protected, while the development of recreational interest is encouraged and the fertility and productivity of the soil is maintained. The impairment of reservoirs and dams must be prevented, the tax rate preserved, and the welfare of the people of the State sustained and promoted.” (emphasis added (Md. Annotated Code Natural Resources Article § 5-602).

- iv. Protects Forest Priority Area
The Property falls within the “Lower Shore Development Risk Forestry Priority Area”, the “Lower Shore Enhance Public Benefits Forestry Priority Area”, and the “Urban Forestry Priority Area” as identified by the Maryland Department of Natural Resources (DNR) Forest Service in the *Maryland Forest Assessment 2010*. The *Maryland Forest Assessment 2010* identified forest priority areas to “determine where strategies to maintain, and even increase, forest cover, would be most effective.” To identify the Development and Parcelization Core Forestry Priority Area, the *Maryland Forest Assessment 2010* determined where forest fragmentation and parcelization is occurring in the state and which forested areas are most at risk to development. The priority areas are large forest blocks with few owners (low fragmentation and parcelization) in areas that are most at risk to development by 2030.
- v. Consistent with the *Maryland Forest Resource Strategy 2010-2015*
The Conservation Easement is in accordance with policies detailed in *Maryland Forest Resource Strategy 2010-2015*. Goal I.A. of the *Maryland Forest Resource Strategy 2010-2015* is “Keep Forests as Forests-Prevent the loss of private forest land and forested landscapes through technical assistance, tax guidance, incentives, and mechanisms such as land acquisition and conservation easements.” Strategy I.A.5. listed to achieve said goal is to “Pursue no-net-loss of forests” with tactics such as the “Use [of] conservation easements, purchase of development rights, Forest Conservation Management Agreements, and other land preservation techniques to protect priority forest lands.” The *Maryland Forest Assessment 2010* identified forest priority lands. The *Maryland Forest Resource Strategy 2010-2015* was prepared using the information from the *Maryland Forest Assessment 2010* by the DNR

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
Page Four of Six

Forest Service to lay out a five-year plan based on a long-term approach to desired conditions for Maryland’s future forests.

- vi. Consistent with County Comprehensive Plan
The Water Resources element of the City of Salisbury Comprehensive plan states, “Protection of this surficial aquifer is a primary concern to the City, as it is the major water source for the region. In doing so, the City has implemented, through the Zoning Code, protection efforts of the Paleochannel including the creation of the two Resource Protection Zoning Districts: Paleochannel and Wellhead Protection overlay zones. The City of Salisbury has adopted both the Paleochannel and Wellhead Protection Overlay Districts in an effort to protect this buried riverbed from overuse and contamination. These overlay districts largely follow the underlying zoning assigned to a property; however both resource protection districts have additional use restrictions and development standards in comparison to the underlying zoning. These measures protect the water supply from surficial contamination as a result of impaired water discharge/recharge.”

This Conservation Easement further protects this resource.

- vii. Consistent with Local Zoning, specific law or ordinance
The Property is in the Paleochannel overlay district. The purpose of this districts is to “The Paleochannel is a buried riverbed estimated to store approximately seven billion gallons of water. The known portion of the channel extends into the northerly and central sections of Wicomico County. This resource currently provides potable water for the City of Salisbury and is an important future water supply for the City of Salisbury and Wicomico County. Because of its vast potential as a source of potable water, protective measures, in the form of use limitations, performance standards and detailed review procedures, are necessary to ensure that the channel is protected from contamination resulting from environmentally incompatible land uses.”
The zoning district was “developed in order to conserve and protect this vital natural resource.” (Section 225-45 City of Salisbury Zoning Ordinance)
This Conservation Easement is consistent with this zoning district.

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
Page Five of Six

3. Protection of a Relatively Natural Habitat of Fish, Wildlife, Plants, or similar Ecosystems
 - a. FIDS Habitat Protection

The forested area on the Property contains Forest Interior Dwelling Bird Species (FIDS) habitat. Populations of many FIDS are declining in Maryland and throughout the eastern United States. The conservation of FIDS habitat is strongly encouraged by the Department of Natural Resources.
 - b. Protection of Forest with a Forest Plan

This Conservation Easement requires that the Property be managed pursuant to the Forest Plan. The Forest Plan primary objective is natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality and the secondary objective is soil conservation and water protection. The Conservation Easement is in accordance with policies detailed in *Maryland's Strategic Forest Resource Plan 2006*, the goals of which include "... bolster[ing] conservation easement acquisition programs that are paramount in curbing the current decline of our forest land base," minimizing forest fragmentation and parcelization.
 - c. Protection of Targeted Ecological Areas

A portion of the Property falls within a Targeted Ecological Area, which has been identified as a conservation priority by the Maryland Department of Natural Resources (DNR) as part of the *GreenPrint* program. Protection of the Property furthers Maryland's *GreenPrint* initiative by protecting identified conservation priorities. DNR created *GreenPrint*, an interactive map, to strategically target and protect the most ecologically valuable areas in Maryland. DNR used a variety of scientific and peer reviewed methods to map these high priority lands. Targeted Ecological Areas include large blocks of forests and wetlands, rare species habitats, aquatic biodiversity hotspots and areas important for protecting water quality. Maryland's *BayStat* program, created by executive order in February 2007, led to the creation of *GreenPrint*. *BayStat* is a statewide strategy designed to assess, coordinate and target Maryland's Chesapeake Bay restoration programs, and to inform citizens of progress. *GreenPrint* is used by DNR, the Maryland Department of Agriculture, local governments and conservation organizations to guide the conservation of high priority lands. (Source: *GreenPrint*, 2011, Maryland Department of Natural Resources).

Deed of Conservation Easement
THE CITY OF SALISBURY
Conservation Attributes
Exhibit B
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- d. ~~Received~~ a “Good” Green Infrastructure Rating from DNR
The Property received a score of 20 and rating of “Good” in the Green Infrastructure Evaluation Report. The Property contains 62 acres of total green infrastructure. Maryland's green infrastructure provides the bulk of the state's natural support system. Ecosystem services, such as cleaning the air, filtering and cooling water, storing and cycling nutrients, conserving and generating soils, pollinating crops and other plants, regulating climate, sequestering carbon, protecting areas against storm and flood damage, and maintaining aquifers and streams, are all provided by green infrastructure. Approximately 81% of the Property lies within the Naylor Mill Swamp Ecologically Significant Area. (Source: Green Infrastructure Evaluation Report, Maryland Department of Natural Resources, December 1, 2015).
4. Adjacent to Local Park Land
The property is adjacent to Wicomico County owned and maintained Henry S. Parker Athletic Complex. This is a large active recreational area with several ball fields and parking area.

Deed of Conservation Easement
THE CITY OF SALISBURY
Inventory of Existing Structures
Exhibit C
Page One of One

- | | |
|------------------|-------------------------------|
| 1. Well head | Permitted by Article III.E(5) |
| 2. Bicycle jumps | Permitted by Article III.E(1) |

Deed of Conservation Easement
THE CITY OF SALISBURY
 Color Digital Images of the Property
 Exhibit D
 Page One of Two

Image File Name: WICO-CitySalisbury-BL20160630-(Image #).jpg		
Image #	View Toward	Image Description
1	Looking N	Showing the Property boundary which is the treeline; Property is the left side of image (forest)
2	Looking ENE	Showing the Property boundary which is the treeline; Property is the left side of image (forest)
3	Looking W	Showing woodchip pile
4	Looking WSW	Showing the Property boundary which is the treeline; Property is the right side of image (forest); the trees in the center and left side of image are not on the Property.
5	Looking N	Showing the Property boundary which is the treeline; all of the forested area in the image is the Property
6	Looking WSW	Showing the Property boundary which is the treeline; all of the forested area in the image is the Property
7	Looking N	Showing a trail entrance to the Property
8	Looking NE	Showing a trail and a pile of small logs that may be used as a bicycle jump
9	Looking N	Showing a marker delineating the Property's eastern boundary; Property is to the left of the image
10	Looking E	Along a trail showing the forest and trails
11	Looking WSW	Along a trail showing the forest and trails; note the light colored sandy soil of the trail which is typical of the Paeleochannel
12	Looking S	Along a trail showing the forest and trails; note the light colored sandy soil of the trail which is typical of the Paeleochannel
13	Looking SW	Showing the forest and trail
14	Looking N	Showing Leonard Pond Run
15	Looking S	Showing a bicycle jump on a trail
16	Looking SW	Showing a bicycle jump on a trail
17	Looking SW	Showing a bicycle jump on a trail
18	Looking SW	Showing a bicycle jump on a trail

Deed of Conservation Easement
THE CITY OF SALISBURY
Color Digital Images of the Property
Exhibit D
Page One of Two

Image #	View Toward	Image Description
19	Looking S	Showing a bicycle jump on a trail
20	Looking S	Showing the Property boundary; Property is the forest in the right side of image (right of the road); the gate in the image is not on the Property
21	Looking E	Showing flood plain of Leonard Pond Run; the Run braids through the flood plain
22	Looking E	Showing the flood plain of Leonard Pond Run; the Run braids through the flood plain
23	Looking S	Showing a boardwalk over a wet part of a trail
24	Looking NE	Showing a bicycle jump on a trail
25	Looking SW	Showing the well head area and fencing around the well head
26	Looking N	Showing the Property boundary; Property is the forest in the left side of image (left of the road)
27	Looking W	Showing the Property frontage on Naylor Mill Road which is the southern boundary of the Property (right side of the road in image). The Henry S Parker Athletic Complex sign is not on the Property; the Property being on the other side of the lane behind the sign
28	Looking E	Showing the Property frontage on Naylor Mill Road which is the southern boundary of the Property (left side of the road in image).
29	Looking NNE	Showing the North Prong of the Wicomico River which forms the western Property boundary at this point

Legal Description for Conservation Easement

Naylor Mill Road and Jersey Road and Scenic Drive

Tax Map 29, Parcel 398

Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled as "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road & Jersey Road", prepared by the City of Salisbury and dated September 2016.

- 1) Thence by and with the northerly line of the said Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 286.44 feet to a point at the southeasterly corner of lands of Sadhak G. Hernandez, et.al. (map 29, parcel 353).
- 2) Thence by and with the easterly line of the said Hernandez land North 07 degrees 23 minutes 24 seconds East a distance of 291.03 feet to a point.
- 3) Thence continuing with northerly line of the said Hernandez land North 82 degrees 48 minutes 41 seconds West a distance of 150.00 feet to a point.
- 4) Thence continuing with westerly line of the said Hernandez land South 07 degrees 11 minutes 23 seconds West a distance of 286.76 feet to a point on the said northerly line of Naylor Mill Road.
- 5) Thence by and with the said line of Naylor Mill Road North 79 degrees 37 minutes 58 seconds West a distance of 107.75 feet to a point.
- 6) Thence continuing with the said line of Naylor Mill Road North 78 degrees 58 minutes 38 seconds West a distance of 1346.55 feet to a point at the southeasterly corner of lands of Anne L Rucker-Carter (map 29, parcel 395).
- 7) Thence by and with the easterly line of the said Rucker-Carter land North 11 degrees 01 minutes 28 seconds East a distance of 204.99 feet to a point.
- 8) Thence continuing with the northerly line of the said Rucker-Carter land North 78 degrees 58 minutes 16 seconds West a distance of 54.00 feet to a point at the southeasterly corner of the lands of the Charity Methodist Church land.
- 9) Thence by and with the easterly line of the said Church land North 12 degrees 14 minutes 34 seconds East a distance of 74.93 feet to a point.
- 10) Thence continuing with the said Church land North 42 degrees 11 minutes 04 seconds East a distance of 196.21 feet to a point.
- 11) Thence continuing with the northerly line of the said Church land North 74 degrees 42 minutes 22 seconds West a distance of 230.77 feet to a point on the easterly line of Jersey Road.
- 12) Thence by and with the said line of Jersey Road North 10 degrees 15 minutes 02 seconds East a distance of 200.78 feet to a point at the southwesterly corner of lands of Thomas A. Bailey, et.al.
- 13) Thence by and with the southerly line of the said Bailey land South 80 degrees 15 minutes 22 seconds East a distance of 190.61 feet to a point.
- 14) Thence continuing with the easterly line of the said Bailey land North 09 degrees 44 minutes 33 seconds East a distance of 98.87 feet to a point.
- 15) Thence continuing with the northerly line of the said Bailey land North 80 degrees 15 minutes 12 seconds West a distance of 195.69 feet to a point on the easterly line of the said Jersey Road.
- 16) Thence by and with the said line of Jersey Road North 06 degrees 26 minutes 53 seconds East a distance of 79.78 feet to a point.
- 17) Thence continuing with the said line of Jersey Road North 11 degrees 32 minutes 51 seconds East a distance of 263.91 feet to a point.

- 18) Thence continuing with the said line of Jersey Road North 16 degrees 39 minutes 29 seconds East a distance of 106.47 feet to a point at the centerline of the aforementioned Little Burnt Branch.
 - 19) Thence by and with the centerline of the said Little Burnt Branch to the easterly high water mark of Leonard Mill Run. Said centerline of Little Burnt Branch defined by the following ten lines of traverse:
 - a. South 50 degrees 35 minutes 16 seconds East a distance of 147.57 feet to a point.
 - b. South 31 degrees 19 minutes 39 seconds East a distance of 112.36 feet to a point.
 - c. South 01 degrees 53 minutes 51 seconds West a distance of 363.61 feet to a point.
 - d. South 58 degrees 19 minutes 43 seconds East a distance of 375.55 feet to a point.
 - e. North 58 degrees 25 minutes 48 seconds East a distance of 352.37 feet to a point.
 - f. South 72 degrees 59 minutes 32 seconds East a distance of 255.96 feet to a point.
 - g. South 44 degrees 14 minutes 29 seconds East a distance of 128.20 feet to a point.
 - h. South 85 degrees 09 minutes 24 seconds East a distance of 402.93 feet to a point.
 - i. South 59 degrees 20 minutes 38 seconds East a distance of 237.64 feet to a point.
 - j. South 43 degrees 23 minutes 01 seconds East a distance of 116.11 feet to a point at the intersection of the easterly high water mark of Leonard Mill Run and Little Burnt Branch.
 - 20) Thence by and with the said line of Little Burnt Branch to the point of beginning. Said line of Little Burnt Branch defined by the following two traverse lines:
 - a. South 23 degrees 01 minutes 03 seconds East a distance of 504.87 feet to a point.
 - b. South 57 degrees 04 minutes 28 seconds West a distance of 225.14 feet to the point of beginning.
- Containing 33.05 acres, more or less.

Tax Map 100, P/O Parcel 2

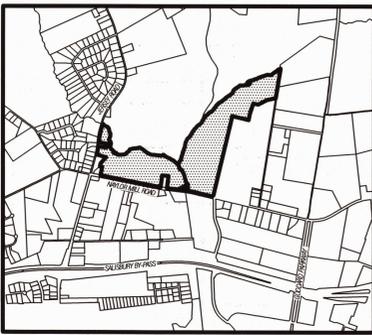
Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled as "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road & Jersey Road", prepared by the City of Salisbury and dated September 2016.

- 1) Thence by and with the easterly high water mark of Little Burnt Branch and Leonard Mill Run to the northernmost corner of the herein described parcel. Said line of Little Burnt Branch and Leonard Mill Run defined by the following seven traverse lines:
 - a. By and with the said easterly line of Little Burnt Branch North 57 degrees 04 minutes 28 seconds East a distance of 225.14 feet to a point.
 - b. North 23 degrees 01 minutes 03 seconds West a distance of 504.87 feet to a point at the said easterly line of Leonard Mill Run.
 - c. Continuing with the said line of Leonard Mill Run North 21 degrees 01 minutes 05 seconds East a distance of 707.27 feet to a point.
 - d. North 41 degrees 10 minutes 21 seconds East a distance of 825.88 feet to a point.
 - e. North 53 degrees 51 minutes 30 seconds East a distance of 1117.61 feet to a point.
 - f. North 68 degrees 53 minutes 17 seconds East a distance of 531.67 feet to a point.
 - g. North 55 degrees 57 minutes 06 seconds East a distance of 269.68 feet to a point on the westerly line of the unimproved portion of Paleo Lane.
- 2) Thence by and with the said line of Paleo Lane South 09 degrees 21 minutes 23 seconds West a distance of 702.71 feet to a point at the northeasterly corner of lands to be transferred to Wicomico County by the City of Salisbury at a future date.

- 3) Thence by and with said future Wicomico County lands the following five courses:
 - a. South 77 degrees 13 minutes 47 seconds West a distance of 215.57 feet to a point.
 - b. South 62 degrees 19 minutes 05 seconds West a distance of 232.13 feet to a point.
 - c. North 76 degrees 47 minutes 37 seconds West a distance of 120.56 feet to a point.
 - d. South 18 degrees 16 minutes 17 seconds West a distance of 271.37 feet to a point.
 - e. South 11 degrees 08 minutes 39 seconds West a distance of 136.04 feet to a point on the current northerly line of the lands of Wicomico County (map 100, p/o parcel 2, "Parcel A").
- 4) Thence by and with the said line of Wicomico County North 76 degrees 47 minutes 37 seconds West a distance of 399.90 feet to a point at the northeasterly corner of lands of Wicomico County for the purpose of a private road known as Scenic Drive (map 100, p/o parcel 2, "Parcel B").
- 5) Thence by and with the said line of Wicomico County, Scenic Drive, South 13 degrees 12 minutes 23 seconds West a distance of 1935.60 feet to a point.
- 6) Thence continuing with the said line of Wicomico County South 58 degrees 12 minutes 23 seconds West a distance of 28.28 feet to a point being 10.00 feet from the northerly line of Naylor Mill Road.
- 7) Thence South 13 degrees 12 minutes 23 seconds West a distance of 10.00 feet to a point on the said line of Naylor Mill Road.
- 8) Thence by and with the said line of Naylor Mill Road North 76 degrees 47 minute 36 seconds West a distance of 474.02 feet to a point of curvature of Naylor Mill Road.
- 9) The by and with said curve, to the left, having a radius of 1930.08 feet and a length of 224.56 feet, a chord bearing of North 80 degrees 07 minutes 35 seconds West a chord distance of 224.43 feet to a point.
- 10) Thence continuing with the said line of Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 112.41 feet to the point of beginning.
Containing 59.24 acres, more or less.

Excepting from the herein described lands those areas designated as "Excluded Area #1", "Excluded Area #2" and "Excluded Area #3 on the aforementioned plat from the Conservation Easement.
Containing the following acreages:

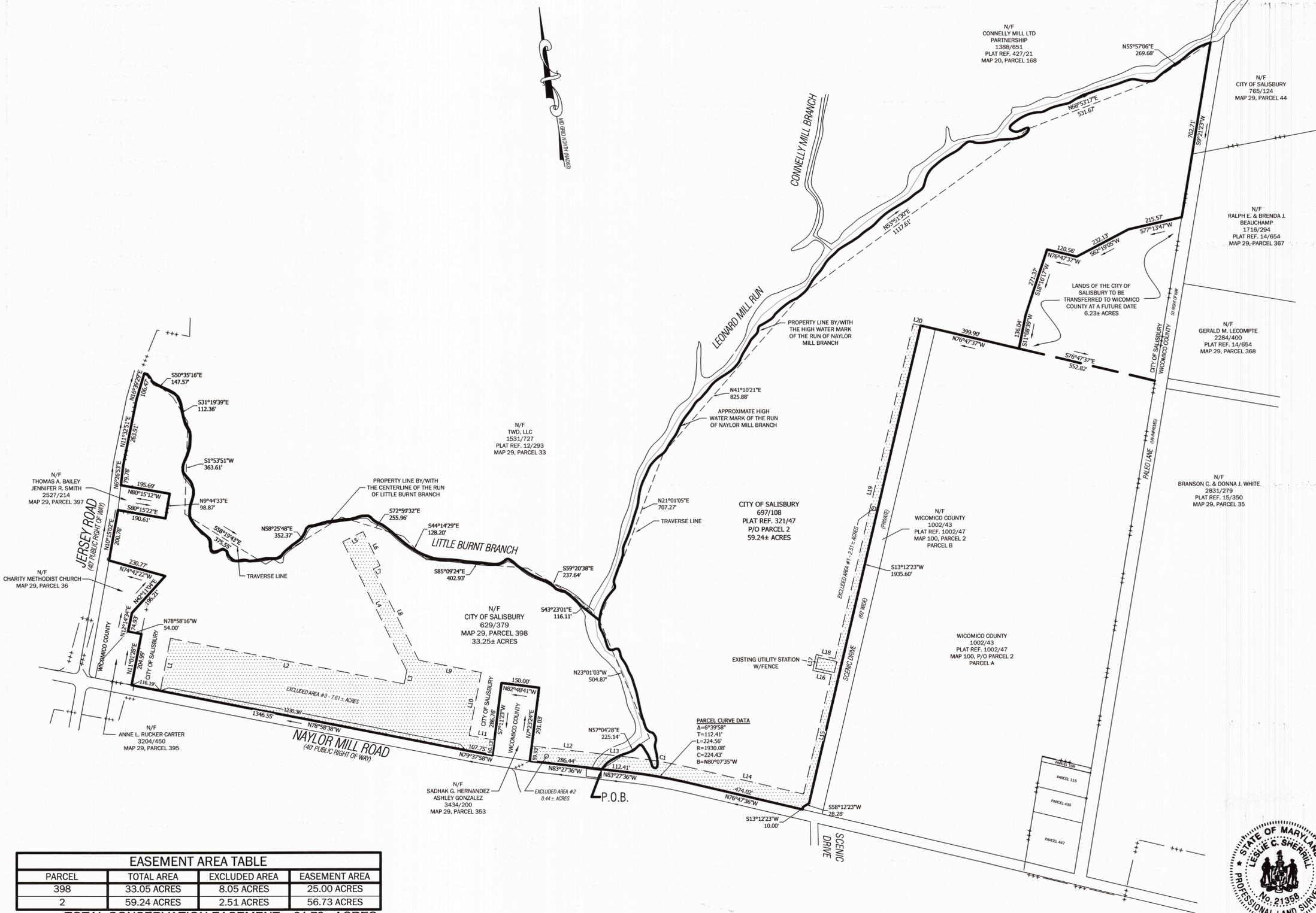
- Excluded Area #1 – 2.51 acres, more or less
- Excluded Area #2 – 0.44 acres, more or less
- Excluded Area #3 – 7.61 acres, more or less



VICINITY MAP 1" = 2,000'±

Curve Table						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	CHD.BRG.
C1	231.54	1990.08	231.41	115.90	6°40'00"	N80°07'35"W

Line Table		
Line #	Direction	Length
L1	S11°01'30"W	210.05
L2	N78°58'40"W	942.02
L3	S11°01'20"W	52.43
L4	S26°23'50"E	568.50
L5	S63°36'10"W	90.00
L6	S26°23'50"E	150.00
L7	S63°36'10"W	29.41
L8	S26°23'50"E	402.48
L9	N78°58'40"W	252.03
L10	N11°01'20"E	252.00
L11	N79°38'00"W	101.66
L12	N83°28'40"W	285.34
L13	N83°27'40"W	112.41
L14	N76°47'40"W	464.02
L15	N13°12'20"E	483.54
L16	S77°45'20"E	74.93
L17	S12°16'30"W	64.14
L18	N77°54'10"W	75.98
L19	N13°12'20"E	1357.72
L20	S76°47'40"E	30.00



- GENERAL NOTES
1. ASSESSMENT MAP NO. 29 & 100
 2. PARCEL NO. (p/o) 2 & 398
 3. DEED REFERENCE: 697/108 & 629/379
 4. PLAT REFERENCE: 321/47 & 1002/47
 5. SALISBURY ELECTION DISTRICT
 6. CITY MAP NO. 135 & 136
 7. ZONED: CONSERVATION DISTRICT WITH PALEOCHANNEL & WELLHEAD PROTECTION DISTRICT OVERLAYS
 8. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A FIELD SURVEY AND IS FOR THE PURPOSE OF ESTABLISHING AREAS FOR CONSERVATION EASEMENTS ONLY.

EASEMENT AREA TABLE			
PARCEL	TOTAL AREA	EXCLUDED AREA	EASEMENT AREA
398	33.05 ACRES	8.05 ACRES	25.00 ACRES
2	59.24 ACRES	2.51 ACRES	56.73 ACRES

TOTAL CONSERVATION EASEMENT: 81.73± ACRES

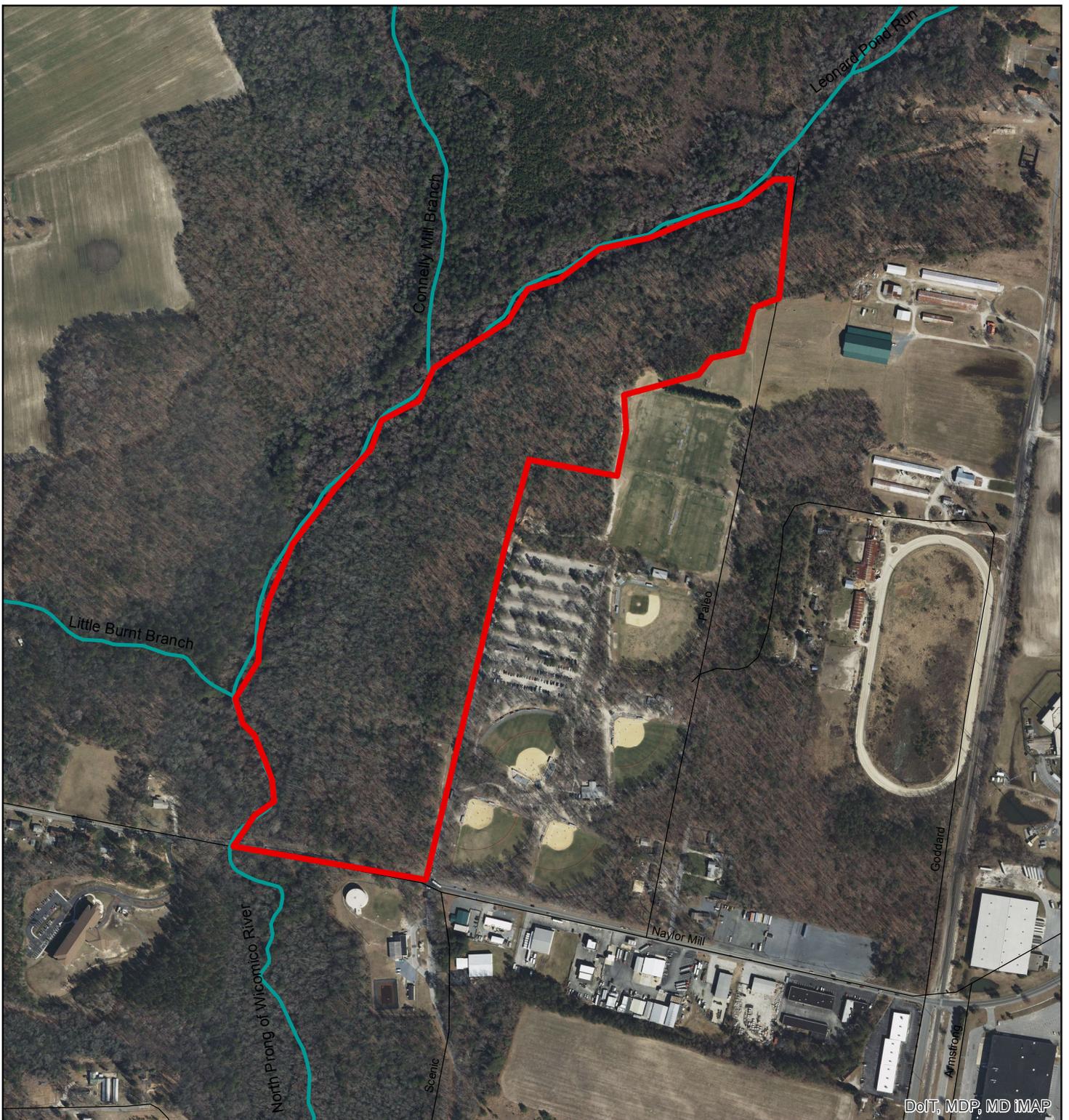


PROFESSIONAL CERTIFICATION
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE STATE OF MARYLAND, LICENSE NO. 21358, RENEWAL DATE: 07/17/2017.
 LESLIE C. SHERRILL, PROF. LAND SURVEYOR
 DATE: 9/29/16

SALISBURY DEPARTMENT OF PUBLIC WORKS
 125 NORTH DIVISION STREET
 SALISBURY, MARYLAND 21801
 PHONE: 410-548-3170 FAX: 410-548-3107

EXHIBIT A
CONSERVATION EASEMENT SURVEY
 NAYLOR MILL ROAD & JERSEY ROAD
 SALISBURY, MARYLAND

REVISIONS:
 DATE: SEPT. 2016
 SCALE: 1" = 200'
 DWN BY: L.C.S.
 PROJ. NO.: XX-XXX
 DWG. NO.:



**Deed of Conservation Easement
City of Salisbury**

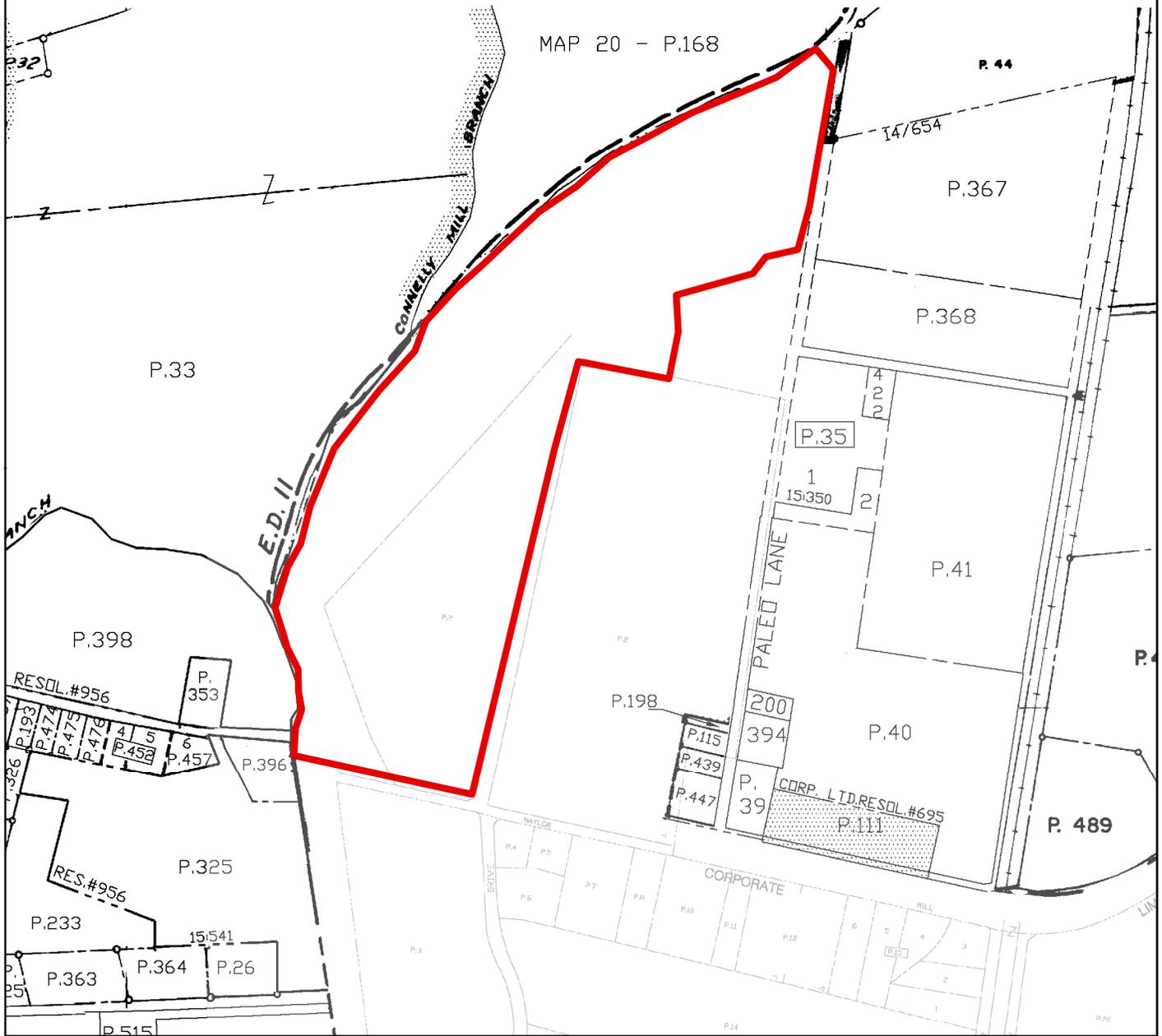


**Exhibit E
Aerial Photograph of the Property
Page One of One**

Date Printed: March 17, 2016
Date of Aerial Image: Spring (leaf off) 2013



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



**Deed of Conservation Easement
City of Salisbury**



**Exhibit F
Tax Map Showing Approximate
Location of the Property
Page One of One**

Date printed: March 17, 2016



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.

- 50 10) Thence continuing with the said Church land North 42 degrees 11 minutes 04 seconds East a
51 distance of 196.21 feet to a point.
- 52 11) Thence continuing with the northerly line of the said Church land North 74 degrees 42 minutes
53 22 seconds West a distance of 230.77 feet to a point on the easterly line of Jersey Road.
- 54 12) Thence by and with the said line of Jersey Road North 10 degrees 15 minutes 02 seconds East a
55 distance of 200.78 feet to a point at the southwesterly corner of lands of Thomas A. Bailey, et.al.
- 56 13) Thence by and with the southerly line of the said Bailey land South 80 degrees 15 minutes 22
57 seconds East a distance of 190.61 feet to a point.
- 58 14) Thence continuing with the easterly line of the said Bailey land North 09 degrees 44 minutes 33
59 seconds East a distance of 98.87 feet to a point.
- 60 15) Thence continuing with the northerly line of the said Bailey land North 80 degrees 15 minutes 12
61 seconds West a distance of 195.69 feet to a point on the easterly line of the said Jersey Road.
- 62 16) Thence by and with the said line of Jersey Road North 06 degrees 26 minutes 53 seconds East a
63 distance of 79.78 feet to a point.
- 64 17) Thence continuing with the said line of Jersey Road North 11 degrees 32 minutes 51 seconds East
65 a distance of 263.91 feet to a point.
- 66 18) Thence continuing with the said line of Jersey Road North 16 degrees 39 minutes 29 seconds East
67 a distance of 106.47 feet to a point at the centerline of the aforementioned Little Burnt Branch.
- 68 19) Thence by and with the centerline of the said Little Burnt Branch to the easterly high water mark
69 of Leonard Mill Run. Said centerline of Little Burnt Branch defined by the following ten lines of
70 traverse:
- 71 a. South 50 degrees 35 minutes 16 seconds East a distance of 147.57 feet to a point.
- 72 b. South 31 degrees 19 minutes 39 seconds East a distance of 112.36 feet to a point.
- 73 c. South 01 degrees 53 minutes 51 seconds West a distance of 363.61 feet to a point.
- 74 d. South 58 degrees 19 minutes 43 seconds East a distance of 375.55 feet to a point.
- 75 e. North 58 degrees 25 minutes 48 seconds East a distance of 352.37 feet to a point.
- 76 f. South 72 degrees 59 minutes 32 seconds East a distance of 255.96 feet to a point.
- 77 g. South 44 degrees 14 minutes 29 seconds East a distance of 128.20 feet to a point.
- 78 h. South 85 degrees 09 minutes 24 seconds East a distance of 402.93 feet to a point.
- 79 i. South 59 degrees 20 minutes 38 seconds East a distance of 237.64 feet to a point.
- 80 j. South 43 degrees 23 minutes 01 seconds East a distance of 116.11 feet to a point at the
81 intersection of the easterly high water mark of Leonard Mill Run and Little Burnt Branch.
- 82 20) Thence by and with the said line of Little Burnt Branch to the point of beginning. Said line of
83 Little Burnt Branch defined by the following two traverse lines:
- 84 a. South 23 degrees 01 minutes 03 seconds East a distance of 504.87 feet to a point.
- 85 b. South 57 degrees 04 minutes 28 seconds West a distance of 225.14 feet to the point of
86 beginning.
- 87 Containing 33.05 acres, more or less.

88
89 And

90 Tax Map 0100, a portion of Parcel 2 (59.24 acres, more or less)

91
92 Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the
93 easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled
94 as "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road &
95 Jersey Road", prepared by the City of Salisbury and dated September 2016.

- 96 1) Thence by and with the easterly high water mark of Little Burnt Branch and Leonard Mill
97 Run to the northernmost corner of the herein described parcel. Said line of Little Burnt
98 Branch and Leonard Mill Run defined by the following seven traverse lines:

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- a. By and with the said easterly line of Little Burnt Branch North 57 degrees 04 minutes 28 seconds East a distance of 225.14 feet to a point.
 - b. North 23 degrees 01 minutes 03 seconds West a distance of 504.87 feet to a point at the said easterly line of Leonard Mill Run.
 - c. Continuing with the said line of Leonard Mill Run North 21 degrees 01 minutes 05 seconds East a distance of 707.27 feet to a point.
 - d. North 41 degrees 10 minutes 21 seconds East a distance of 825.88 feet to a point.
 - e. North 53 degrees 51 minutes 30 seconds East a distance of 1117.61 feet to a point.
 - f. North 68 degrees 53 minutes 17 seconds East a distance of 531.67 feet to a point.
 - g. North 55 degrees 57 minutes 06 seconds East a distance of 269.68 feet to a point on the westerly line of the unimproved portion of Paleo Lane.
- 2) Thence by and with the said line of Paleo Lane South 09 degrees 21 minutes 23 seconds West a distance of 702.71 feet to a point at the northeasterly corner of lands to be transferred to Wicomico County by the City of Salisbury at a future date.
 - 3) Thence by and with said future Wicomico County lands the following five courses:
 - a. South 77 degrees 13 minutes 47 seconds West a distance of 215.57 feet to a point.
 - b. South 62 degrees 19 minutes 05 seconds West a distance of 232.13 feet to a point.
 - c. North 76 degrees 47 minutes 37 seconds West a distance of 120.56 feet to a point.
 - d. South 18 degrees 16 minutes 17 seconds West a distance of 271.37 feet to a point.
 - e. South 11 degrees 08 minutes 39 seconds West a distance of 136.04 feet to a point on the current northerly line of the lands of Wicomico County (map 100, p/o parcel 2, "Parcel A").
 - 4) Thence by and with the said line of Wicomico County North 76 degrees 47 minutes 37 seconds West a distance of 399.90 feet to a point at the northeasterly corner of lands of Wicomico County for the purpose of a private road known as Scenic Drive (map 100, p/o parcel 2, "Parcel B").
 - 5) Thence by and with the said line of Wicomico County, Scenic Drive, South 13 degrees 12 minutes 23 seconds West a distance of 1935.60 feet to a point.
 - 6) Thence continuing with the said line of Wicomico County South 58 degrees 12 minutes 23 seconds West a distance of 28.28 feet to a point being 10.00 feet from the northerly line of Naylor Mill Road.
 - 7) Thence South 13 degrees 12 minutes 23 seconds West a distance of 10.00 feet to a point on the said line of Naylor Mill Road.
 - 8) Thence by and with the said line of Naylor Mill Road North 76 degrees 47 minute 36 seconds West a distance of 474.02 feet to a point of curvature of Naylor Mill Road.
 - 9) The by and with said curve, to the left, having a radius of 1930.08 feet and a length of 224.56 feet, a chord bearing of North 80 degrees 07 minutes 35 seconds West a chord distance of 224.43 feet to a point.
 - 10) Thence continuing with the said line of Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 112.41 feet to the point of beginning.
Containing 59.24 acres, more or less.

141 Excepting from the herein described lands those areas designated as "Excluded Area #1",
142 "Excluded Area #2" and "Excluded Area #3 on the aforementioned plat from the Conservation
143 Easement. Containing the following acreages:
144 Excluded Area #1 – 2.51 acres, more or less
145 Excluded Area #2 – 0.44 acres, more or less
146 Excluded Area #3 – 7.61 acres, more or less
147
148

149 BE IT FURTHER ORDAINED that the Mayor is hereby authorized negotiate, execute and deliver all
150 documents on behalf of the City of Salisbury in connection with the grant of the Deed of Conservation
151 Easement to MET and LSLT and to take any action which is necessary to consummate the transactions
152 described herein.

153
154 BE IT FURTHER ORDAINED that the City of Salisbury has taken all requisite action according to the
155 City of Salisbury Code and other governing documents to approve the conveyance of the Deed of
156 Conservation Easement.

157
158 AND BE IT FURTHER ORDAINED that this ordinance shall take effect from the date of its final
159 passage.

160
161 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on
162 the ___ day of _____, 2016, and thereafter, a statement of the substance of the Ordinance having
163 been published as required by law, was finally passed by the Council on the ___ day of _____, 2016.

164
165
166 ATTEST

167
168 _____
169 Kimberly R. Nichols, City Clerk

167
168 _____
169 John R. Heath, President
170 Salisbury City Council

171
172 Approved by me this ___ day of _____, 2016

173
174 _____
175 Jacob R. Day, Mayor

Memo

To: Tom Stevenson, City Administrator
From: Jeanne Loyd, HR Director *jl*
cc: Julia Glanz, Assistant City Administrator
Date: September 26, 2016
Re: Changes to Employee Handbook

Please see attached recommended changes for the Employee Handbook. These changes represent items which have either changed due to the law changing or through the recent budget process.

0102 Equal Employment Opportunity – moved the Sexual Harassment section to appropriate section.

0610 Sexual Harassment – added other forms of unlawful harassment

0301 Wages and Hours – updated the information to reflect the changes that were introduced with the budget, 25 steps to 30 steps with a step increase annually with a satisfactory performance appraisal.

0509 Military Leave for Training and Weekend Drill Obligations – recommended changes to the policy to offer more pay stability for our military during their active duty.

These changes have been reviewed or recommended by the Executive Staff and are now presented for approval by the City Council.

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0102 Equal Employment Opportunity

The City of Salisbury is an equal opportunity employer. It is the City’s policy to employ qualified individuals on the basis of their relative ability, knowledge and skills, without regard to race, color, religion, national origin, sex, marital status, age, mental or physical disability, sexual orientation or political affiliation. This policy applies to all personnel-related actions, including promotion, compensation, benefits, job assignment, discipline and training.

The City is committed to a workplace free from sexual or any other unlawful form of harassment. ~~Sexual harassment includes any unwanted request or suggestion to engage in any sexually-related activity. It also includes any action that tends to create a sexually offensive workplace, including the display of sexually graphic material, sexually offensive speech or the use of sexually explicit or suggestive gesture.~~

Any employee encountering employment discrimination, ~~or~~ sexual harassment or any type of unlawful harassment should immediately report the incident to anyone of the following; the immediate supervisor, ~~and~~ the Department Director, the Human Resources Department or the Office of the Mayor.

25 | pay step represents the highest amount that the City feels should be paid to any employee
26 | performing a job within that pay grade. All employees will be assigned to one of the
27 | listed pay steps in the pay grade.

28 |
29 | B. In most cases, a new employee begins employment at the minimum pay step of the pay
30 | grade for the job for which they were hired. Progression from the minimum pay step,
31 | through the pay range, is based on the annual step increase approved through the budget
32 | approval process and the employee's performance evaluation. ~~and any pay adjustments~~
33 | ~~granted by the City Council. If a pay increase is granted by the City Council, it will take~~
34 | ~~effect at the beginning of the next fiscal year (July 1), unless another date is chosen by~~
35 | ~~the City Council. Any employee hired on or after November 1, 2007 will be required to~~
36 | ~~work six months before becoming eligible for a step increase.~~ Employees must have six
37 | months of service with the City before June 30 to be eligible for the annual step increase.
38 | An Employee's annual increase may be withheld due to the need to be reevaluated for
39 | receiving an overall less than Satisfactory Annual Performance Rating. Upon receiving
40 | their reevaluation where all areas are now rated at Satisfactory, Employees will receive
41 | their increase effective on the first full pay period following the completion of the
42 | reevaluation period or the corresponding number of weeks after the annual increase is
43 | provided. The annual increase will not be retroactive. If all areas of the evaluation are
44 | not brought up to a satisfactory rating after the initial probation period, the employee
45 | forfeits the annual increase for that fiscal year and may be recommended for further
46 | performance probation or dismissal.

47 | Example 1: Employee A received an overall rating of less than satisfactory in
48 | February. This employee was then placed on performance probation for 90 days to bring

49 those areas of the evaluation up to Satisfactory. At the end of the 90 day probation
50 period, all areas have been brought up to a Satisfactory Rating. This employee would not
51 receive their annual raise until the first full pay period of October because of the 90 day
52 Performance Probation Period, even though the probation period occurred earlier in the
53 calendar year.

54 Example 2: Employee B received an overall rating of less than satisfactory in
55 December and was placed on Performance Probation for 90 days. Following the 90 day
56 probation period, all but two areas of the evaluation had been brought up to a satisfactory
57 rating. This employee forfeits the annual increase and based on the inability to improve
58 all areas of the performance may be recommended for further Performance Probation or
59 dismissal.

60
61 C. Each year during the approval process of the budget for the following fiscal year, the City
62 Council may approve a pay increase. Annual Increases will take place in the first full pay
63 period of July. This increase will be a minimum one step increase and will be applicable
64 to all Regular Full Time Employees. All employees will be notified of the increase prior
65 to the effective date. Part Time employees pay rates will be reviewed and calculated as
66 an hourly rate. Generally, Part Time employees are not eligible for the annual increase.

67
68 D. Pay Rates ~~Periodically, the City will survey the rates of pay paid by other private and~~
69 ~~public sector employers in our labor market. Based on these survey results, the City~~
70 ~~Council will evaluate whether to make changes in the City's pay grades.~~ Salary Scales
71 will be evaluated for Cost of Living Adjustments every few years to determine if the
72 scale itself requires adjustment. Employees will not be moved to meet the scale

73 adjustment unless they are below the minimum.

74
75 E. Positions which require reclassification due to a change in the scope of work, the
76 complexity, increased skill level, education, or market concerns require the Department
77 Director to request the reclassification through the Human Resources Department. Once
78 the evaluation is performed, Department Directors will receive a recommendation for the
79 reclassification which should then be included in their Essential Items during the next
80 fiscal budget process.

81
82 F. Market Adjustments to a position may be made with the written approval of the Mayor
83 on a case by case basis provided the evidence for requesting the adjustment is supported
84 by verifiable documentation. This documentation must be reviewed by the Human
85 Resources Director prior to presentation to the Mayor. This should include surveyed
86 rates from private and public sector employers in our labor market for a similar position.
87 A recommendation will be made to the Mayor based on an analysis of the current
88 position and the salary survey information by the Human Resources Department.

89
90 0303 Pay for Newly Hired Employees

91
92 ~~All n~~New employees shallshould be appointed at the minimum of the salary grade to which their
93 classification is assigned; ~~however, u.~~ Upon the approval of the Mayor, ~~an~~ new employee may be
94 appointed at a ~~listed~~ pay step above the minimum based on the following factors:~~which exceeds~~
95 ~~the minimum. Any department head desiring to appoint an applicant at a salary exceeding the~~
96 ~~minimum shall submit a written explanation to the Mayor enumerating the reasons for the~~

97 ~~recommendation. Such justification may be based on the fact that the qualifications of the~~
98 ~~candidate exceed the minimum requirements of the classification, a shortage of qualified~~
99 ~~applicants available at the minimum pay, and/or the refusal of qualified applicants to accept~~
100 ~~employment at the minimum.~~

101 1. Inability to hire qualified applicants at the minimum appointed pay step; or

102 2. A shortage of qualified applicants for the particular position; or

103 3. Experience that exceeds the minimum qualifications for the position.

104 Such justification must be put in writing enumerating the reasons based on the above mentioned
105 factors and approved by the Mayor before the offer of employment is made. This documentation
106 must be provided by the Department Director and reviewed by Human Resources prior to
107 presentation to the Mayor.

108

109

110

111

1 | 0509 Military Leave for Training and Weekend Drill Obligations

2 |
3 | A regular full-time employee, who is a member of the Armed Forces Reserves, shall be
4 | eligible for Paid Military Leave for Training and Weekend Drill benefits ~~not to exceed~~
5 | ~~fifteen~~up to 39 working days each calendar year. ~~The employee may elect to do one of the~~
6 | ~~following: (1) take annual leave, or (2) receive the difference between his City pay and~~
7 | ~~military compensation, if his City salary is greater. All other City benefits will accrue during~~
8 | ~~this period. If the employee elects to receive the difference between his City pay and military~~
9 | ~~compensation, payment will be made to the employee on the first regular pay day following~~
10 | ~~return to employment.~~ Application for Military Leave for Training purposes shall be made
11 | immediately upon receipt of official notification. No more than 15 days of Paid Military Time
12 | may be used for Military Leave for Training purposes in a calendar year. Paid Military Leave
13 | may also be used toward weekend drills where the employee is scheduled to work for the City
14 | of Salisbury and is unable to fulfill the City's schedule due to the weekend drill obligation.
15 | Employees may use up to two days of Paid Military Leave for a single weekend drill
16 | obligation and no more than 24 days in a calendar year toward weekend drills. Employees
17 | may combine the Paid Military Leave along with the use of Annual Leave, Compensatory
18 | Time, or leave without pay to cover the third day of the weekend drill and to cover Training
19 | and Weekend Drills beyond 39 days in a calendar year. ~~While the City will allow employees,~~
20 | ~~who are scheduled to work weekends, time off to attend weekend reserve drills, paid Military~~
21 | ~~Leave is not intended for monthly weekend drills and may not be used for that purpose.~~

1 | 0610 Sexual and other Unlawful Harassment

2 |
3 | A. The City of Salisbury is committed to a workplace free from sexual and other forms of
4 | unlawful harassment. Sexual Harassment ~~is defined to include~~ any of the following
5 | activities:

- 6 |
- 7 | 1. Any unwelcomed physical conduct;
 - 8 |
 - 9 | 2. Any sexually explicit language, pictures or gestures;
 - 10 |
 - 11 | 3. Any uninvited or unwanted sexual advances; or,
 - 12 |
 - 13 | 4. Any actions which tend to create a sexually offensive environment,
14 | including the use of vulgar language, profanity or sexually offensive stories
15 | or jokes.
 - 16 |

17 | B. Sexual harassment is strictly prohibited. Unwelcome advances, requests for sexual
18 | favours, and other verbal or physical conduct of a sexual nature constitutes sexual
19 | harassment when;~~Sexual harassment can only be prevented with the active reporting~~
20 | ~~of all employees. It is the obligation of any employee encountering sexual~~
21 | ~~harassment to immediately report the incident to the employee's supervisor and the~~
22 | ~~Department Head or the Mayor's Office.~~ Employees are not to delay in reporting any
23 | act of sexual harassment. Further, insofar as sexual harassment is strictly prohibited in
24 | the workplace, employees should not assume that any act is already known to the
25 | Department Head or the Mayor's Office. Accordingly, the employee is expected **to take**

26 ~~immediate action to notify~~ the City of any actions, of any nature or degree, which
27 violate this policy against sexual harassment.

28 1. Submission to such conduct is made either explicitly or implicitly a term or
29 condition of an individual's employment or

30 2. Submission to or rejection of such conduct by an individual is used as a basis for
31 employment decisions affecting such individual or

32 4.3. Such conduct has the purpose or effect of unreasonably interfering with an
33 individual's work performance or creating an intimidating, hostile, or offensive
34 work environment.

35
36 C. Unlawful harassment of employees on the basis of age, disability, national origin, race,
37 color, religion, gender, marital or veteran status, sexual orientation, genetic information
38 or presence of a medical condition are strictly prohibited. Examples of unlawful
39 harassment would be:~~Any claim of sexual harassment brought to the attention of the~~
40 ~~Department Head or Mayor's Office will be immediately investigated. All witnesses~~
41 ~~identified by the employee will be privately interviewed. Appropriate disciplinary~~
42 ~~actions will be taken if a violation of this policy is found to have occurred.~~

43 1. Slurs, epithets, and/or jokes based on unlawful harassment characteristics have no
44 place in the workplace and will not be tolerated.

45 2. Conduct, comments, and/or innuendoes that may be perceived by others as
46 offensive are wholly inappropriate and are strictly prohibited.

47 3. Sending, showing, sharing, and/or distributing in any form appropriate jokes,
48 pictures, comics, stories, etc., via facsimile, electronic mail, the Internet or on cell
49 phones is prohibited.

50 D. Procedure

51 1. Mandatory Reporting Requirement

52 a. The City takes very seriously every complaint of unlawful harassment
53 and/or complaints of unlawful adverse employment action relating to
54 filing sexual harassment or other unlawful harassment complaints. The
55 City requires that all such complaints be investigated promptly and
56 completely.

57 b. Any employee who thinks that he/she has been subjected to sexual or
58 unlawful harassment in or related to the workplace must report it
59 immediately. Employees must not delay reporting any incident which
60 involves sexual harassment or other forms of unlawful harassment. These
61 reports must be made to your immediate Supervisor or your Department
62 Director, unless it involves one of those individuals, then you may report
63 this to the City Administrator or the Human Resources Director.
64 Employees should not assume that any act is already known to the
65 Supervisor, Department Director or City Administrator.

66 c. We can only prevent sexual and other unlawful harassment with the active
67 reporting by all employees.

68 a-d. Any and all reported claims of sexual or other unlawful harassment will
69 be investigated immediately. All witnesses identified will be interviewed
70 privately. Where violations of this policy are found to have occurred,
71 appropriate disciplinary actions will be taken, up to and including
72 termination.

74 Again, any and all claims of sexual harassment should be reported immediately without delay,
75 directly to the Department Head or the Mayor's Office.