

RESOLUTION NO. 2875

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as the "John Deere Drive - Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, thence by and with the said John Deere Drive around the perimeter of Lot 11 and Lot 12, Block A.

WHEREAS the City of Salisbury has received a petition to annex dated March 15, 2018, attached hereto **(Exhibit 1)**, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the southerly Corporate Limit of the City of Salisbury to be known as " John Deere Drive - Milford St. Assoc. Property Annexation" beginning for the same point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Dr. being all of Lot 11 and Lot 12, Block A; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 23, 2018, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto **(Exhibit 2)**; and

WHEREAS it appears that the petition dated March 15, 2018, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for May 11, 2020 at 6:00 p.m.

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

City of Salisbury beginning for the same point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, thence by and with the said John Deere Drive around the perimeter of Lot 11 and Lot 12, Block A, and being more particularly described on **Exhibit A** attached hereto and made a part hereof.

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

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the Mixed-Use Non-Residential District. Said property is presently classified as Light Business and Institutional District under the zoning laws of Wicomico County.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on May 11, 2020, at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one newspaper of general circulation in the City of Salisbury, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution, which date shall be no sooner than 15 days after the final required date of publication specified above.

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

The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on April 13, 2020, having been duly published as required by law in the

meantime a public hearing was held on the 11th day of May, 2020, and was finally passed by the Council at its regular meeting held on the 11th day of May, 2020.

Kimberly R. Nichols
Kimberly R. Nichols,
City Clerk

John R. Heath
John R. Heath,
Council President

APPROVED BY ME this 29th day of MAY, 2020.

Jacob R. Day
Jacob R. Day,
Mayor

Exhibit 1

LIBER 0004 FOLIO 390

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) # 38

Lots 11 & 12

Map # 39

SIGNATURE (S)

 (agent)

3/15/18
Date

Date

Date

Date



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

JOHN DEERE DRIVE – MILFORD STREET ASSOC. ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


Leslie C. Sherrill
Surveyor

Date: 8/23/18

John Deere Drive -- Milford St Association -- Certification -- 8-23-19.doc

Exhibit A

Metes And Bounds Description

JOHN DEERE DRIVE – MILFORD ST. ASSOC. ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "John Deere Drive – Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, X 1,222,176.61, Y 199,280.90; thence by and with the line of the said John Deere Drive North seventy-eight degrees twenty-seven minutes ten seconds East (N 78° 27' 10" E) eighty decimal zero, zero (80.00) feet to a point X 1,222,255.08, Y 199,296.93; thence by and with the westerly line of Lot 10, Block 'A', of "Tim-Mar Acres Business Park" South eleven degrees thirty-two minutes fifty seconds East (S 11° 32' 50" E) four hundred twenty-seven decimal one, eight (427.18) feet to a point at the southwesterly corner of the said Lot 10 X 1,222,340.50 Y 198,878.39; thence by and with the southerly line of Lot 11 and Lot 12 of the said "Tim-Mar Acres Business Park" North eighty-three degrees fifty-five minutes forty-one seconds West (N 83° 55' 41" W) four hundred twenty-seven decimal seven, four (427.74) feet to a point on the aforesaid line of John Deere Drive X 1,221,915.16, Y 198,923.63; thence by and with the said line of John Deere Drive the following two courses: (1) North twenty-two degrees fifty-two minutes eleven seconds East (N 22° 52' 11" E) two hundred thirty-seven decimal two, six (237.26) feet to a point X 1,222,007.37, Y 199,142.23; (2) North fifty degrees forty minutes eighteen seconds East (N 50° 40' 18" E) two hundred eighteen decimal seven, nine (218.79) feet to the point of beginning and containing 2.550 acres, being Lot 11 and Lot 12, Block 'A', "Tim-Mar Acres Business Park". All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit B

REPORT OF ANNEXATION PLAN

*for the*MILFORD STREET ASSOCIATES, INC. - JOHN DEERE DRIVE -
ANNEXATION
TO THE CITY OF SALISBURY

October 31, 2018

This Annexation Plan is consistent with the Municipal Growth Element of the City of Salisbury's adopted Comprehensive Plan. The following are milestones in the public review and consideration of the proposed Annexation.

- At a work session on July 2, 2018, the Salisbury City Council reviewed the proposed annexation request.
- On July 19, 2018 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on July 2, 2018, the City Council *reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review – (text in italics is written prospectively).*
- A City Council meeting held on _____ the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

The petitioner is Milford Street Associates, Inc. a Maryland corporation whose principal address is 212 Downtown Plaza, Suite 305 in Salisbury, Maryland 21801.

1.2 Location

The Property's fronts John Deere Drive at its intersection with Hobbs Road; Tax Map 0039, Parcel 038, Lots 11 & 12.

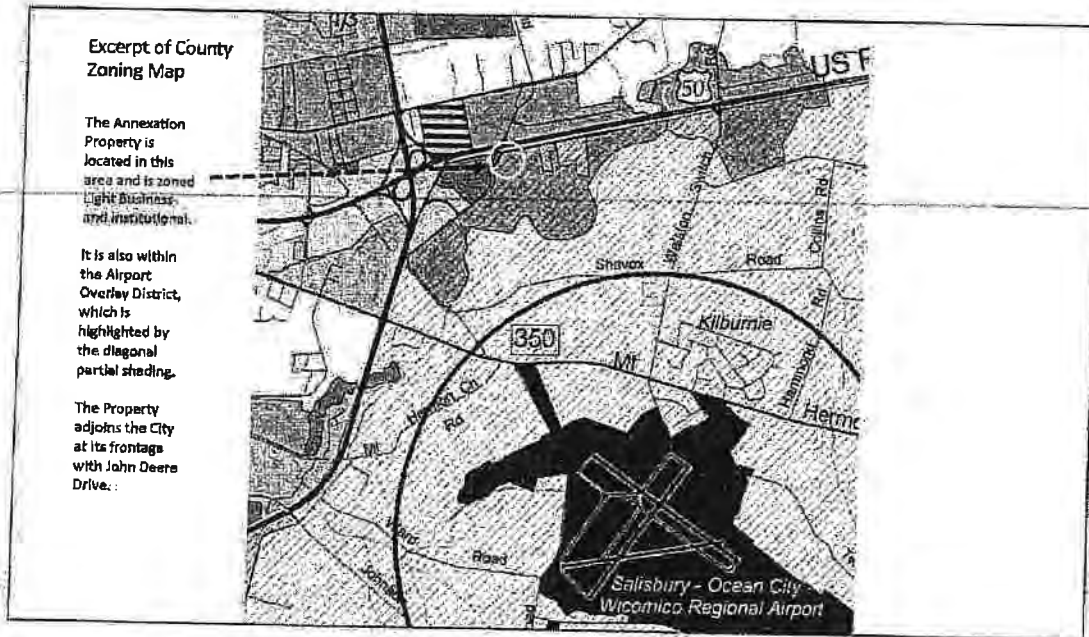
1.3 Property Description

The Property is comprised of two lots totaling 2.55 acres. It is undeveloped and vacant.

1.4 Existing Zoning

The Property is now zoned LB-1, Light Business and Institutional under the Wicomico County Code as shown on Exhibit 1, which is an excerpt from the Wicomico County Zoning Map. It is also within the Airport Overlay District. The Property's northern lot line adjoins the municipal limit at John Deere Drive.

Exhibit 1



2.0 LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City's Municipal Growth Area with a planned land use designation of "Mixed-Use Non-Residential".

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

The annexation of the subject Property is consistent with the pattern of annexation along U.S. Route 50, most notably the U.S. Route 50 East / Moore Annexation which incorporated multiple properties between Hobbs Road and Walston Switch Road.

2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned Mixed Use Non-Residential under the City Zoning Ordinance. Per Section 17.46.010 of the City Zoning Ordinance, the purpose of the District is "to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses."

The City of Salisbury – Wicomico County Department of Planning, Zoning and Community Development found that the proposed zoning is acceptable.

2.3 Proposed Land Use

The petitioners are proposing that the Property be developed into a convenience store and with fuel pumps per the attached Concept Development Plan. Development would be governed by City zoning regulations pertaining to the proposed Mixed-Use Non-Residential District, as may be amended from time to time, or any successor zoning district which may be approved by the City in the future.

3.0

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

Access to the Property is provided via John Deere Drive, which is a service road running parallel to U.S. Route 50. The concept development plan proposes two access drives off of John Deere Drive.

3.2 Water and Wastewater

The Annexation Property is presently not connected to public water and sewer services. However, public water and sewer lines run along the property's frontage with John Deere Drive. The proposed use would create an anticipated usage of 1,008 gallons per day. Capacity exists to serve the proposed use and allocation decisions are made at time of development.

3.3 Schools

As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.

3.4 Parks and Rec.

As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.

3.5 Fire, E.M., and Rescue Services

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

3.6 Police

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

3.7 Stormwater Management:

Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.

3.8 Waste Collection

Commercial development in the City is served by independent waste haulers.

4.0

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

The Property is located within the City's Municipal Growth Area and within the area designated "Urban Corridor" by Wicomico

County. A pattern of mixed commercial use has developed along John Deere Drive east of the Property. The commercial use immediately adjoining the Property's east side, at 31375 John Deere Drive, include a distribution facility of Holt Paper and Chemical Company. The commercial use adjoining the Property's south side, at 6465 Hobbs Road, is the Comcast Service Center. Perdue Stadium is located on the opposite side of Hobbs Road, and the petitioner proposes to install a crosswalk at the intersection John Deere Drive and Hobbs Road and a sidewalk which will connect this portion of the stadium site to the front door of the proposed convenience store. The site is vacant and cleared with no significant natural features or environmental constraints evident.

Exhibit A: Annexation Plat and Metes and Bounds

ANNEXATION AGREEMENT

John Deere Drive – Milford Street Assoc. Annexation

THIS AGREEMENT is made this ___ day of _____, 2020, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), and Milford Street Association (hereinafter, “the Owner”) with the principal address at _____.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A-1” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a commercial development; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater services, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented, and the Property is developed in substantial conformance with the concept development plan which is part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by the Local Government Article of the Annotated Code of Maryland, Sections 4-401 et seq. The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A-1", and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

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

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement the Property will be zoned Mixed Use Non-Residential as stated in the Annexation Resolution and described in the City Zoning Ordinance. The parties understand that the Owner's proposed use of the Property, as a convenience store.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable prior to development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS

A. **Costs and Fees:** The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B-1.

C. **Contribution to Area Improvement:** The Owner agrees that any site plan for the Property shall include the installation of a crosswalk over Hobbs Road and an asphalt or concrete walkway of at least 5 feet in width, from the crosswalk through the Hobbs Road right-of-way to the proposed commercial building on the Property as shown on Attachment B-1. The Owner shall also install at time of site development lighting to adequately support the crosswalk and the walkway.

D. **Re-investment in Existing Neighborhoods:** The Owner agrees to pay a development assessment in the amount of \$18,500.00 to the City prior to the issuance of a building permit. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

E. The Owner will allow the easternmost driveway onto John Deere Drive to be shared with the owner of the adjacent lot (Parcel 38, Lot 10) if in the future it is determined by the State Highway Administration, through its regulation of highway access to Parcel 38, Lot 10, that a connection to this driveway is needed. The Owner will not be required to bear any of the construction costs to provide the connection including those associated with driveway or site reconstruction.

F. **Escalation of Development Assessments:** The assessments set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2020, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department Infrastructure and Development and the Salisbury/Wicomico County Planning Commission to achieve as many LEED points as possible through the United States Green Building Council's LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards, where possible:

- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

H. The Owner shall pay fees to the City of Salisbury for the costs associated with providing water and sewer service to the Property, when water and sewer service is requested by the Owner.

I. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

9. **RECORD PLAT:**

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

10. **MISCELLANEOUS**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall

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

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY: Julia Glanz, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO: Mark Tilghman, City Attorney
110 N. Division Street
Salisbury, Maryland 21801

IF TO THE OWNER: Milford Street Associates, Inc.
~~150 West Market Street, Suite 200~~
Salisbury, Maryland 21081
Attention: O. Palmer Gillis

WITH A COPY TO:

IF TO THE CONTRACT PURCHASER: RED SALISBURY LLC
100 East Pennsylvania Ave, Suite 210
Towson, Maryland 21286
Attention: David M. Schlachman

WITH A COPY TO: Polakoff Sefret LLC
1777 Reisterstown Road, Suite 375
Baltimore, Maryland 21208
Attention: Shawn J. Sefret, Esquire

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

WITNESS/ATTEST:

THE CITY OF SALSBURY, MARYLAND

Jacob R. Day, Mayor

Beverly R. Lee

By: [Signature]

WITNESS/ATTEST:

OWNER:

[Signature]

MILFORD STREET ASSOC.

By: [Signature]

WITNESS/ATTEST:

CONTRACT PURCHASER:

[Signature]

RED SALSBURY LLC

By: [Signature]

APPROVED AS TO FORM:

[Signature]
Heather Konyar, City Attorney

STATE OF MARYLAND
COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 22nd day of May, 2020, before me, a Notary Public in and for the State aforesaid, personally appeared Jacob R Day who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Beverly R Tull (SEAL)
Notary Public

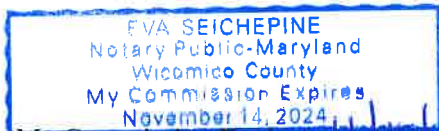


My Commission Expires: 8/15/22

I HEREBY CERTIFY, that on this 12th day of October, 2020, before me, a Notary Public in and for the State aforesaid, personally appeared O. Palmer Gillis, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Palmer Gillis of Milford Street Associates, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

[Signature] (SEAL)
Notary Public

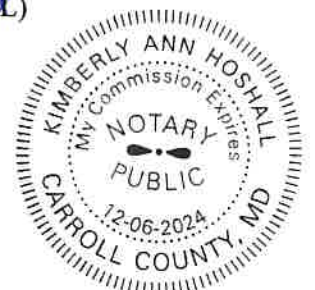


My Commission Expires: 11/14/2024

I HEREBY CERTIFY, that on this 14th day of October, 2020, before me, a Notary Public in and for the State aforesaid, personally appeared David M. Schlachman, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Managing Member of RED SALISBURY LLC, a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.


WITNESS my hand and notarial seal.

Kimberly Ann Hoshall (SEAL)
Notary Public



My Commission Expires: 12/6/24

I **HEREBY CERTIFY** that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.



Heather Kongar, City Attorney



City of
Salisbury
Jacob R. Day, Mayor

LIBER 0004 FOLIO 371

April 6, 2020

Mr. Bob Culver
County Executive
Wicomico County, Maryland
Government Office Building
Salisbury, Maryland 21803

Ms. Laura Hurley
County Council Administrator
Wicomico County, Maryland
Government Office Building
Salisbury, Maryland 21083

Ms. Tracey Gordy
Maryland Department of Planning
201 Baptist Street, #24
Salisbury, Maryland 21803

RE: City of Salisbury: John Deere Drive – Milford St. Assoc. Property Annexation

Enclosed herewith please find a copy of the advertisement to be published with respect to the above referenced annexation. Attached are Resolution No. 2875 & 2876, exhibits, plat, zoning approval, petition certification, annexation plan, and agreement.

If you have any questions, please do not hesitate to contact me.

Sincerely,


William T. Holland, Building Official

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
www.salisbury.md

NOTICE OF ANNEXATION
TO THE CITY OF SALISBURY

John Deere Drive – Milford St. Assoc. Property Annexation

A certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury, to be known as the "John Deere Drive – Milford St. Assoc. Property Annexation," beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive

NOTICE is hereby given by the Council of the City of Salisbury that, on April 13, 2020, Resolution No. 2875 and Resolution No. 2876 were introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the "John Deere Drive – Milford St. Assoc. Property Annexation", together with the persons residing therein and their property, and providing that all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, Pre-Annexation Agreement, and Annexation Agreement of the City of Salisbury.

NOTICE is further hereby given by the Council of The City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on May 11, 2020, at 6:00 p.m. in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views. The proposed annexation is as follows:

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the "John Deere Drive – Milford St. Assoc. Property Annexation," beginning for the same point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive the corporate limit of the City of Salisbury, And containing approximately 2.550 acres, being the land shown on Tax Map 39, Parcel 38, Lots 11 & 12.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy.
- B. Zoning will be Mixed Use – Non-Residential
- C. Subject to the provisions of the Pre-Annexation Agreement, and Annexation Agreement.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article § 4-408, et. seq. of the Maryland Annotated Code, as amended.

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



528 RIVERSIDE DRIVE
 SALISBURY, MD 21801
 PHONE: 410-749-1023
 FAX: 410-749-1012
 WWW.PARKERANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

Mr. Les Sherrill
 City of Salisbury
 125 N. Division St, Suite 202.
 Salisbury, MD 21801

March 20, 2018

RE: Petition for Annexation, John Deere Drive, Milford Street Associates, Inc.

Dear Mr. Sherrill

Please accept this letter as a "Letter Petitioning Annexation" for two lots located on John Deere Drive, just south of the City limits of Salisbury, Maryland, in Wicomico County, Maryland

The property that is being requested for annexation currently consists of two parcels: Lot 11 and Lot 12, a total of 2.55 acres.

Both lots are unimproved and do not have a physical street address at this time. The proposed development plan for these two parcels is a convenience store, as the attached concept annexation site plan indicates. The requested zoning for this project is Mixed Use Residential. Multiple properties in this area have been annexed into the City and we feel that this property and its proposed improvements would be an excellent addition to the surrounding areas.

The project is currently in the preliminary design/approval stages. If we are able to feasibly obtain annexation and water/sewer services we will move forward diligently with the project. We strongly feel this project would have success in its given location.

Thank you for your time and consideration with this exciting project.

Please note for the record that I have been authorized to make this petition on behalf of the developer, as his agent. Thank you for your time and consideration with this exciting project.

Sincerely,

Brock E. Parker, PE, RLS, QP
 Vice President, Parker and Associates

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) # 38

Lots 11 & 12

Map # 39

SIGNATURE (S)

 (agent)

3/15/18
Date

Date

Date

Date



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

JOHN DEERE DRIVE – MILFORD STREET ASSOC. ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


Leslie C. Sherrill
Surveyor

Date: 8/23/18

John Deere Drive – Milford St Association – Certification – 8-23-19.doc

Metes And Bounds Description

JOHN DEERE DRIVE – MILFORD ST. ASSOC. ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "John Deere Drive – Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, X 1,222,176.61, Y 199,280.90; thence by and with the line of the said John Deere Drive North seventy-eight degrees twenty-seven minutes ten seconds East (N 78° 27' 10" E) eighty decimal zero, zero (80.00) feet to a point X 1,222,255.08, Y 199,296.93; thence by and with the westerly line of Lot 10, Block 'A', of "Tim-Mar Acres Business Park" South eleven degrees thirty-two minutes fifty seconds East (S 11° 32' 50" E) four hundred twenty-seven decimal one, eight (427.18) feet to a point at the southwesterly corner of the said Lot 10 X 1,222,340.50 Y 198,878.39; thence by and with the southerly line of Lot 11 and Lot 12 of the said "Tim-Mar Acres Business Park" North eighty-three degrees fifty-five minutes forty-one seconds West (N 83° 55' 41" W) four hundred twenty-seven decimal seven, four (427.74) feet to a point on the aforesaid line of John Deere Drive X 1,221,915.16, Y 198,923.63; thence by and with the said line of John Deere Drive the following two courses: (1) North twenty-two degrees fifty-two minutes eleven seconds East (N 22° 52' 11" E) two hundred thirty-seven decimal two, six (237.26) feet to a point X 1,222,007.37, Y 199,142.23; (2) North fifty degrees forty minutes eighteen seconds East (N 50° 40' 18" E) two hundred eighteen decimal seven, nine (218.79) feet to the point of beginning and containing 2.550 acres, being Lot 11 and Lot 12, Block 'A', "Tim-Mar Acres Business Park". All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

MEMORANDUM

To: Julia Glanz, City Administrator
 From: Christopher Jakubiak, AICP
 Date: October 31, 2018
 Re: Fiscal Impact, Milford Street Associates, Inc. – John Deere Drive Annexation

The Milford Street Associates, Inc. – John Deere Drive Annexation would add 2.55 acres to the City zoned for mixed use, non-residential (commercial) use. The subject Property is vacant and unimproved. The annexation is expected to have an overall net positive fiscal impact to the City. This memorandum summarizes the costs and revenues associated with the Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2019 Approved Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job and in the present case, solely jobs since the project is not residential. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the cost therefore is not assigned to new development. The estimated annual cost to the City is \$3,670.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax. The property tax rate is applied to the value of land and improvements (structures) thereon. The City's rate is \$0.9832 per \$100 of assessed value. ~~Since the assessed value of a future land use is unknown, this study estimates an~~ assessed value by comparing assessed values of comparable properties in the City of Salisbury. The source for the information is the Maryland Department of Assessments and Taxation.

According to the proposed concept development plan, upon annexation, one portion of this Property would be developed with a 5,600 square foot convenience food store with gasoline pumps and canopy. At an estimated assessed value of \$1.38 million, the total expected revenue from development on the Property, as presently proposed, is \$16,280.

It is difficult to make reliable projections about the activities of future businesses so personal property tax receipts are not included in our analyses. Therefore, in this respect, the study undercounts revenue potential from the Annexation.

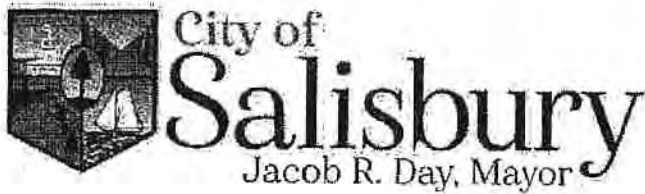
It is also important to note that upon annexation of a property, the City of Salisbury could begin receiving property tax revenues on the entire Property. These revenues, which typically would occur prior to actual development are not included.

Lastly, the City collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Annexation would have a positive fiscal impact to the City of about \$12,600 per year¹.

¹This study considers only "direct" costs and revenues. "Indirect" costs and revenues, which may arise from increased demand for local commercial and industrial uses as a result of the development are not considered in this model.



August 28, 2018

Parker and Associates, Inc.
528 Riverside Drive
Salisbury, Maryland 21801
Attn: Brock Parker

RE: Annexation Zoning-John Deer Drive
Tax Map and Parcel: 0039/038 Lots 11 & 12
City of Salisbury, Wicomico County, Maryland

Dear Brock,

The Salisbury-Wicomico Planning Commission at its July 19, 2018 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **MIXED-USE NON-RESIDENTIAL** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

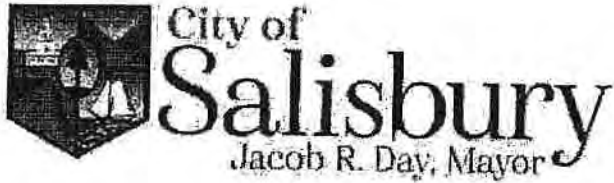
Sincerely,

Anne Roane
City Planner
Department of Infrastructure & Development
City of Salisbury
125 North Division St. Room 202
Salisbury, MD 21801
410-548-3170



www.salisbury.md

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
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**Infrastructure and Development
Staff Report
Planning and Zoning Commission
Meeting of July 19, 2018**

I. BACKGROUND INFORMATION:

Project Name: John Deer Drive

Applicant/Owner: Milford Street Associates, Inc.

Infrastructure and Development Project No.: 18-016

Nature of Request: Zoning Recommendation for Annexation Request-2.55 Acres

Location of Property: South-east side of the corner of John Deer Drive and Hobbs Road
Tax Map and Parcel: 0039/038 Lots 11 & 12

A. Introduction.

The City Administration has referred Milford Street Associates, Inc., request for the annexation of a property located on the South-east side of the corner of John Deer Drive and Hobbs Road to the Planning Commission for review and recommendation of an appropriate zoning designation. (See Attachments #1 and 2)

Under the procedures established by the Mayor and City Council in 1987, the zoning classification of the area will be included in the resolution that annexes the property to the City. Prior to this policy, annexations were conducted by resolution and the zoning category established by a separate ordinance on a separate time schedule. This policy now puts the zoning classification and annexation on the same schedule.

The applicant is seeking to zone the property Mixed Use Non-Residential.

B. Area Description.

This annexation area consists of two lots of one parcel 2.55 acres in size and is undeveloped. (See Attachment #3)



City of
Salisbury
 Jacob R. Day, Mayor

II. ZONING ANALYSIS:

A. Existing Zoning

The annexation area and the adjoining County area (south and east) is zoned LB-1 Light Business and Institutional. (See Attachment #4.)

B. Zoning History.

The proposed annexation area was first zoned 'C' Residential by the County on October 19, 1950. When the County revised and expanded its zoning coverage on April 1, 1968, the area was zoned A-1 Agricultural-Rural. During the most recent Comprehensive Rezoning in September 2004, the area was zoned Light Business and Institutional.

C. County Plan.

The County Comprehensive Plan adopted in 2017 designates this area as "Mixed Use Non-Residential".

The 2010 City of Salisbury's Comprehensive Plan designates this area as Mixed Use.

D. Zoning for Annexed Areas.

1. Introduction.

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

2. Adopted Plans.

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges



City of
Salisbury
 Jacob R. Day, Mayor

is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. The Land Use Map of the City Plan designates this area as a "Mixed Use".
- b. The Wicomico County Comprehensive Plan - The 2017 County Plan designates this area as "Mixed Use Non-Residential".

3. Maryland Law.

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

1. **The Five-Year Rule.** First, the rule is applied solely on zoning. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. As before, a municipality may obtain a



City of
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Jacob R. Day, Mayor

waiver from the county to avoid the five-year wait until the new zoning classification applies.

2. **Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

III. DEVELOPMENT SCENARIO.

A. Proposed Use.

The applicant is proposing an approximately 5,600 SF convenience store with gas pumps. (See Attachment #5)

IV. RECOMMENDATION

Staff recommends that the property be zoned Mixed Use Non-Residential, which is consistent with both the City and the County's Comprehensive Plans.

