



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

FEBRUARY 6, 2023

Government Office Building, Council Chambers and Zoom Video Conferencing

4:30 p.m. John Deere Drive-Salisbury 50 Annex, LLC Annexation- Building Official Bill Holland

4:40 p.m. Milton Drive road closure- City Planner Brian Soper

4:50 p.m. Rezoning 401 and 409 Snow Hill Road- City Planner Brian Soper

5:00 p.m. Administration and Council Remarks

5:05 p.m. Adjournment / Motion to convene in Special Meeting

*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 3-305(b).*

Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

MEMO

To: Rick Baldwin, Director, DID

From: William T Holland 

Date: 1/20/2023

Re: John Deere Drive – Salisbury 50 Annexation

Attached is the referenced annexation package for the February 6th City Council work session. The property is located east of the medical offices on John Deere Drive and consists of approximately 16.6 acres. It's the developers' intent to develop the property into a small business park with fees simple lots.

I will provide the City Council with a brief overview at the scheduled work session.

Salisbury 50 Annex LLC
14 Back River Neck Rd
Baltimore, MD 21221

June 17, 2021

Mr. William Holland
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

RE: Annexation Request 16.62 Acres John Deere Drive

Mr. Holland,

My company recently purchased 24 acres on John Deere Drive. We have engaged Parker and Associates and had the property subdivided into two parcels, one of which we would like to have annexed into the City. The property is subject to a Pre-Annexation Covenant and Agreement dated 12/1/2003 between the City and former Owner, Lois T. Perdue.

It is our intent to develop the parcel into a small business park with fee simple lots and a public street, as shown on the attached annexation site plan. We feel as though the need is here and the location is perfect for this type of development. Further, we feel as though this would be a benefit to the City, as it will bring in businesses and jobs, while at the same time, minimize the burden on the city's resources.

Our preliminary review of the zoning code suggests that the Mixed-Use Non-Residential District would be consistent with the neighborhood and accommodate our plans.

I look forward to working with you, the Planning Commission and the City Council to arrive at a viable solution for the incorporation of our property into the City. Please feel free to contact me, either directly, or through Brock, as we proceed through the process. Thank you for your consideration.

Sincerely,



Kirk Salvo

Managing Member

enc

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

RESOLUTION NO. 3199

A **RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “John Deere Drive-Salisbury 50 Annex, LLC Annexation”, beginning at a point at the corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD, at its intersection with the Southwest side of John Deere Drive, continuing South along the existing Corporate Limits Line a distance of 911.37 feet, thence continuing around the southeasterly perimeter of the affected property to a point at the intersection with the Southern existing Corporate City Limits Line along John Deere Drive and the Northeast corner of parcel 739, thence west along the existing Corporate City Limits line to the point of beginning, being all that real property identified as Map 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land, more or less.

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

RECITALS

WHEREAS, the City of Salisbury has received a Petition for Annexation, dated June 17, 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, 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 Corporate Limits of the City of Salisbury to be known as “John Deere Drive-Salisbury 50 Annex, LLC Annexation”, beginning at a point at the corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD, at its intersection with the Southwest side of John Deere Drive, continuing South along the existing Corporate Limits Line a distance of 911.37 feet, thence continuing around the southeasterly perimeter of the affected property to a point at the intersection with the Southern existing Corporate City Limits Line along John Deere Drive and the Northeast corner of parcel 739, thence west along the existing Corporate City Limits line to the point of beginning, being all that real property identified as Map 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land, more or less, and further being the same real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein, and being the same public rights-of-way more particularly depicted on that certain plat entitled “Annexation Plat” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Property**”); and

WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury 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 30, 2021, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

40 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated June 17, 2021, meets all
41 the requirements of applicable state and local law; and

42 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
43 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and
44 hereby is scheduled for _____, 2023 at 6:00 p.m.

45
46 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
47 **SALISBURY** as follows:

48 **Section 1.** It is proposed and recommended that the municipal boundaries of the City of Salisbury
49 be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all
50 that certain real property more particularly described in **Exhibits 2 and 3** attached hereto and incorporated
51 by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as
52 contemplated by this Resolution is hereinafter referred to as the “**Property**”).

53 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
54 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property
55 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 5 and**
56 **6, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions
57 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

58 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property
59 within that certain Zoning District of the City of Salisbury identified as “**Mixed Use Non-Residential**”,
60 which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by
61 this Resolution, is presently zoned “**LB-1 Light Business and Institutional**” in accordance with the
62 existing zoning laws of Wicomico County, Maryland.

63 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
64 shall hold a public hearing on this Resolution on _____, 2023 at 6:00 p.m. in the Council
65 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
66 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
67 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
68 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
69 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
70 publication as specified hereinabove.

71 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**
72 **AS FOLLOWS:**

73 **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this

Resolution shall be deemed independent of all other provisions herein.

Section 6. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged, and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

Section 7. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

Section 8. This Resolution and the annexation of the Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

THIS RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the _____, 2023, having been duly published as required by law in the meantime a public hearing was held on the _____ day of _____, 2023 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on the _____ day of _____, 2023.

Kimberly R. Nichols,
City Clerk

Muir W. Boda,
Council President

APPROVED BY ME this _____ day of _____, 2023.

John R. Heath,
Acting Mayor

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) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

Printed

Kirk Salvo

Date

Managing Member, Salisbury 50 Annex LLC

Date

6/17/21

Printed

Date

Printed

Date

Printed

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



ATTENTION:		UNRECORDED		JAN 19 1992	
<p align="center">ANNEXATION PLAT</p> <p align="center">OF PARCELS A AS SHOWN ON SUBDIVISION PLAT OF PARCEL A AND SUBDIVISION PLAT OF PARCEL B IN SECTION 12, T12N, R10E, S44E JANUARY 1992</p>					
FILE NO.	117-1002	SECTION	12	TOWNSHIP	T12N
RANGE	R10E	SURFACE	100	COUNTY	CLATSOP
DATE	1/17/92	BY	100	FILED	100

BY
 CLERK


[illegible]



CERTIFICATION

JOHN DEERE DRIVE – SALISBURY 50 ANNEX LLC 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: 8/30/2021

John Deere Drive – Salisbury 50 Annex LLC - Certification.doc

ANEXATION -
INDUARY

N/F
ENP TAYMUR
DEED REF: 4759478
PLAT REF: 1A(321)
TAX MAP: 32
PARCEL: 488

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION

Exhibit 5

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Salisbury 50 Annex, LLC*, a Maryland limited liability company (the City and Salisbury 50 Annex, LLC are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “Salisbury 50 Annex, LLC” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Salisbury 50 Annex, LLC, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Salisbury 50 Annex, LLC, as the case may be; and

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 16.62 acres of land, more or less, having a premises address of John Deere Drive, Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-123437 (“Parcel AA”), the said Parcel AA being that same real property identified as Map 0039, Grid 0011, Parcel 0739 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated November 30, 2020, from JD Hanna, LLC and JD Twilley, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 0383 (Parcel AA is hereinafter referred to as the “Property”); and

WHEREAS, the Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “Mortgage”); and

WHEREAS, the Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plat” dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Property Description”); and

WHEREAS, Salisbury 50 Annex, LLC intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s Mixed Use Non-Residential zoning district, and as more fully set forth in the proposed plan for development of the Property as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C* (the “Annexation Site Plan”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Salisbury 50 Annex, LLC desires to obtain for its development of the Property as aforesaid; and

WHEREAS, Salisbury 50 Annex, LLC submitted a Petition for Annexation (the “Petition”), dated June 17, 2021, requesting the City annex the land which makes up the Property as contemplated herein; and

WHEREAS, the City is willing to annex the Property, provided Salisbury 50 Annex, LLC agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Salisbury 50 Annex, LLC's use and development of the Property; and

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Salisbury 50 Annex, LLC enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "**Annexation Resolution**"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

2. Warranties & Representations of the City.

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate 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 or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Salisbury 50 Annex, LLC's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. Warranties & Representations of Salisbury 50 Annex, LLC.

(a) This Agreement shall constitute the written consent of Salisbury 50 Annex, LLC to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Salisbury 50 Annex, LLC requests the annexation in accordance with the Annexation Plat attached as **Exhibit A** and the Annexation Site Plan attached as **Exhibit C**. Salisbury 50 Annex, LLC represents and warrants to the City that it has the full power and authority to sign this Agreement, and Salisbury 50 Annex, LLC further represents that Mortgagee, having its own interest in the Property, consents to Salisbury 50 Annex, LLC's petition for annexation, as evidenced by the signatures hereto. Salisbury 50 Annex, LLC further represents and warrants to the City that there is no action pending against, or otherwise involving, Salisbury 50 Annex, LLC that would affect, in any way, the right and authority of Salisbury 50 Annex, LLC to execute this Agreement.

(b) Salisbury 50 Annex, LLC expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Salisbury 50 Annex, LLC's execution of this Agreement, Salisbury 50 Annex, LLC agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Salisbury 50 Annex, LLC shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Salisbury 50 Annex, LLC is permitted to vote in such referendum, Salisbury 50 Annex, LLC shall vote in favor of the Annexation Resolution.

4. **Application of City Code and Charter; City Taxes.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. **Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned Mixed Use Non-Residential, as set forth in Chapter 17.46 of the City Code.

6. **Municipal Services.**

(a) Subject to the obligations of Salisbury 50 Annex, LLC set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Salisbury 50 Annex, LLC's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Salisbury 50 Annex, LLC makes a request for such capacity and/or services.

7. **Standards & Criteria.**

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. **City Boundary Markers.**

(a) Salisbury 50 Annex, LLC, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Salisbury 50 Annex, LLC shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Salisbury 50 Annex, LLC fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Salisbury 50

Annex, LLC shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Salisbury 50 Annex, LLC under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** Salisbury 50 Annex, LLC expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Salisbury 50 Annex, LLC for all costs to be paid by Salisbury 50 Annex, LLC under this Section 9(a) and Salisbury 50 Annex, LLC shall make payment to the City for all such amounts within fifteen (15) days of Salisbury 50 Annex, LLC's receipt of any such invoice from the City.

(b) **Development of Property.** Salisbury 50 Annex, LLC shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's Mixed Use Non-Residential zoning district.

(c) **Contribution to Area Improvement.** The Annexation Site Plan shows a proposed access easement for a future City street sufficient to the requirements of a minor collector road connecting each parcel including the parcel of land that joins the Property on its east side. The precise location of such access easement will be determined upon the preparation of a subdivision plat for the Property. Salisbury 50 Annex, LLC shall clear and prepare the grade for the right-of-way of this street. The work shall adhere to City specifications and shall be done in accordance with a Public Works Agreement, by and between Salisbury 50 Annex, LLC and the City (the "PWA"). Salisbury 50 Annex, LLC shall plat the right of way upon subdivision of the Property as a future inter-parcel street open to general traffic, granting all necessary access and easement rights as may be needed for the eventual construction, installation of utilities, and public use of the street. Salisbury 50 Annex, LLC shall maintain the right of way in its graded and cleared but unimproved state. Upon the eventual construction of the street, both the existing and new streets shall be brought up to City standards applicable at the time of construction. The City shall not be responsible for the cost of installing this inter-parcel connecting street. Salisbury 50 Annex, LLC agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

- (i) Prior to Salisbury 50 Annex, LLC's application for a building permit, Salisbury 50 Annex, LLC shall pay to the City a non-refundable development assessment (the "Development Assessment") on a per lot basis according to the schedule below:

Schedule of Development Assessments

Lot	Acreage	Development Assessment
1	1.13	\$10,182.43
2	1.03	\$9,281.33
3	1.29	\$11,624.19
4	1.66	\$14,958.26
5	1.70	\$15,318.70

6	1.15	\$10,362.65
7	1.44	\$12,975.84
8	1.33	\$11,984.63
9	1.25	\$11,263.75
10	1.48	\$13,336.28

Salisbury 50 Annex, LLC expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The parties hereto acknowledge that the Annexation Site Plan, and the corresponding lot acreage and Development Assessment set forth in this Paragraph 9(d)(i), are subject to change. In the event of a proposed change, Salisbury 50 Annex, LLC shall submit a revised Annexation Site Plan to the City and, upon approval, this Agreement shall be amended to incorporate the revised Annexation Site Plan and recalculate the lot acreage and Development Assessment set forth in Paragraph 9(d)(i) (to be calculated at the then prevailing Development Assessment rate, currently set at \$9,011.00 per acre).

- (ii) In the event Salisbury 50 Annex, LLC fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Salisbury 50 Annex, LLC shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Salisbury 50 Annex, LLC or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.
- (iv) The per lot Development Assessments set forth in Section 9(a)(i) are subject to adjustment in the event the City of Salisbury amends the Development Assessment, currently set at the rate of \$9,011.00 per acre.

(e) Community & Environmental Design. Salisbury 50 Annex, LLC expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) Public Utility Improvements & Extensions.

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Salisbury 50 Annex, LLC shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.
- (ii) In addition to the provisions set forth in Section 9(f)(i), Salisbury 50 Annex, LLC's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the PWA by and between Salisbury 50 Annex, LLC and the City, which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Salisbury 50 Annex, LLC, or any party acting on its behalf, for any work associated with Salisbury 50 Annex, LLC's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

10. RECORD PLAT.

Salisbury 50 Annex, LLC shall provide the City with a copy of the final record plat for any development of, on or within the Property.

11. NOTICES.

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Salisbury 50 Annex, LLC shall be addressed to, and delivered at, the following addresses:

Salisbury 50 Annex, LLC
c/o Kirk Salvo
14 Back River Neck Road
Baltimore, Maryland 21221

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury
c/o Richard Baldwin, Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

With a copy to:

Heather R. Konyar, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

Salisbury 50 Annex, LLC expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's Mixed Use Non-Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Salisbury 50 Annex, LLC's development and/or use of the Property or any portion thereof.

13. Miscellaneous Provisions.

(a) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that

neither the City nor Salisbury 50 Annex, LLC is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Salisbury 50 Annex, LLC is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Salisbury 50 Annex, LLC, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Salisbury 50 Annex, LLC shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Salisbury 50 Annex, LLC shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Salisbury 50 Annex, LLC of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Salisbury 50 Annex, LLC under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Salisbury 50 Annex, LLC independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Salisbury 50 Annex, LLC under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Salisbury 50 Annex, LLC, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Salisbury 50 Annex, LLC. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent

jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by any party against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) **Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) **Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Salisbury 50 Annex, LLC's development of the Property.

(u) **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Agreement as of the day and year first above written.

ATTEST/WITNESS:

SALISBURY 50 ANNEX, LLC:

By: _____ (Seal)
_____, Authorized Representative

THE "CITY":

City of Salisbury, Maryland

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

CONSENTED TO BY "MORTGAGEE"

_____ (Seal)
Henry H. Hanna, III

_____ (Seal)
Dara L. Hanna

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be an Authorized Representative of Salisbury 50 Annex, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Salisbury 50 Annex, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry H. Hanna, III, who acknowledged his execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dara L. Hanna, who acknowledged her execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

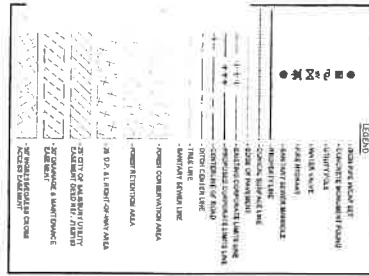
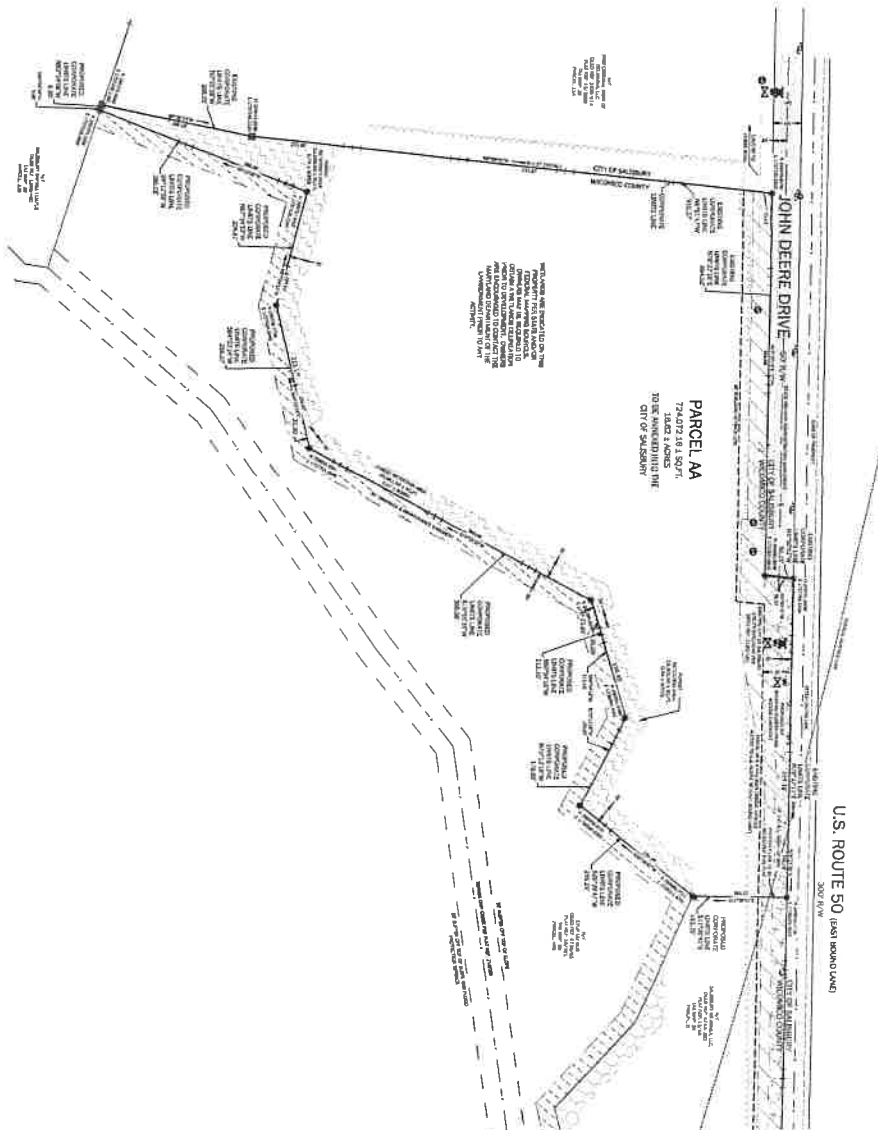
NOTARY PUBLIC

My Commission Expires: _____

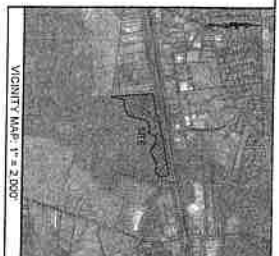
CERTIFICATION BY ATTORNEY

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

Heather R. Konyar, Esquire

[illegible]

U.S. ROUTE 50 (EAST BOUND LANE)



VICINITY MAP: 1" = 2,000'

PURPOSE STATEMENT
THE PURPOSE OF THIS PLAN IS TO ASSIST
MAGNET, A PART OF CITY OF BIRMINGHAM
CORPORATE UNIT.

[illegible]

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

3
4
5
6
7
8
9
10
11
12
13
14
15

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

31
32

33
34
35
36

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY as follows:

Section 1. The “Annexation Plan for the John Deere Drive – Salisbury 50 Annex, LLC Annexation to the City of Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the “**Annexation Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by this Resolution.

Section 2. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on _____ 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 the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

Section 3. It is the intention of the Council of the City of Salisbury that each provision this Resolution shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

Section 5. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 5.

Section 6. This Resolution and the annexation of the Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

THIS RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on, having been duly published as required by law in the meantime a public hearing was held on _____, 2023, at 6:00 p.m., and was finally passed by the Council of the City of Salisbury at its regular meeting held on the _____, 2023.

Kimberly R. Nichols,
City Clerk

Muir W. Boda,
Council President

72

73

74

75 APPROVED BY ME this _____ day of _____, 2023.

76

77

78

79 _____
John R. Heath, Acting Mayor

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) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

Printed

Kirk Salvo

Date

Managing Member, Salisbury 50 Annex LLC

Printed

Date

6/17/21

Printed

Date

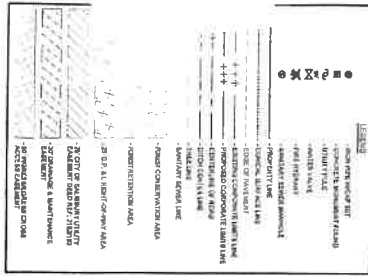
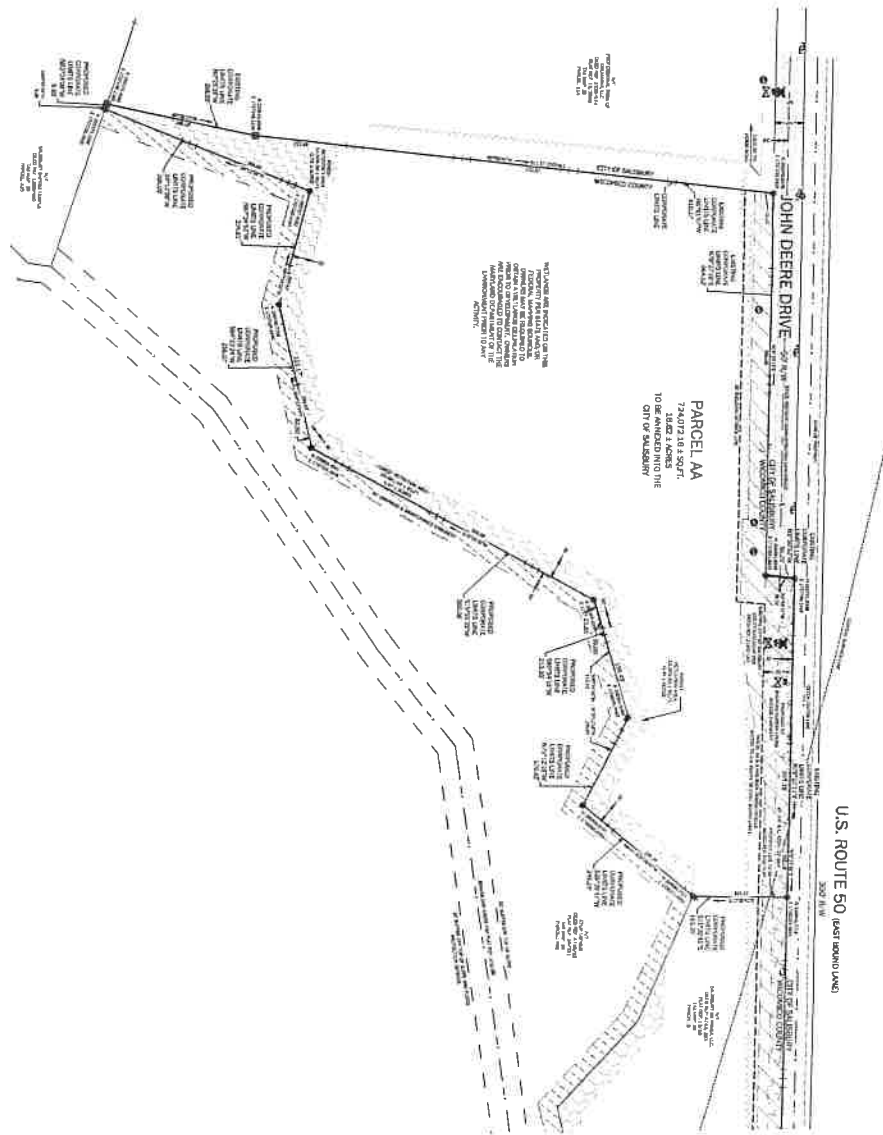
Printed

Date

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.

[illegible]

U.S. ROUTE 50 (EAST BOUND LANE)
200' A.M.W.

[illegible]

THE OFFICIALS, CERTIFICATION, I REQUEST CERTIFY THAT THESE DOCUMENTS
WERE RECEIVED BY AIRMAIL ON THE 20TH DAY OF JANUARY 1964 AT A SPECIFIED
AND SUFFICIENTLY LONG THE CASE IS IN THE HAND OF THE
LITIGATION OFFICE 2201 NEW YORK CITY, NEW YORK 10001.

DATE: MONTH DAY YEAR

EXCISE I. SIGNATURE DATE

Exhibit 4

ANNEXATION PLAN FOR THE JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION TO THE CITY OF SALISBURY

December 23, 2022

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on July 19, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Salisbury 50 Annex, LLC (“**Salisbury 50**”), dated June 17, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
 - Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land, more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a State of Maryland Tax Identification Number of 05-123437 (the “**Annexed Property**”).
- At the August 12, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by Salisbury 50. Furthermore, at the _____ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.

1.1. Petitioners for Annexation of the Annexed Property. Salisbury 50 is the Petitioner for annexation of the Annexed Property. Salisbury 50 is the owner of the John Deere Property. The Annexed Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “**Mortgagee**”). The Mortgagee has expressly consented to the annexation of the Annexed Property by application of its signature to the related Annexation Agreement. Salisbury 50 will perform all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Annexed Property is located on the southerly side of U.S. Route 50, the westerly side of Walston Switch Road, and the easterly side of Hobbs Road; the Annexed Property is located at the eastern limits of Salisbury.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Annexed Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled "Annexation Plat" dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the "Annexation Plat"). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**.) The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit B** (the "Annexed Property Description").
- (b) The Annexed Property is unimproved. (See **Exhibit A**.) As set forth below, the Annexation Petition submitted by Salisbury 50 arises from the proposed plan for development of the Annexed Property as shown on the Annexation Site Plan attached hereto and incorporated herein as **Exhibit C** (the "Annexation Site Plan").

1.4. Existing Zoning. All of the Annexed Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0010, Parcel 0114 (the "Professional Park of Delmarva Property"). The Professional Park of Delmarva Property is located within the municipal limits of the City and is zoned "Mixed Use Non-Residential" under the City of Salisbury City Code (the "City Code").

2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "**Comprehensive Plan**"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan. The Annexed Property is located within the City's designated Municipal Growth Area.
- (b) With respect to the City's annexation of property, the goal of the City's Comprehensive Plan is: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City."

2.2. Proposed Zoning for Annexed Property. Upon its annexation, the Annexed Property is proposed to be zoned as "Mixed Use Non-Residential". Per Section 17.46.010 of the City Code, the purpose of the "Mixed Use Non-Residential" zoning district is: "to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares."

2.3. Proposed Land Use for Annexed Property. The Annexed Property will be subdivided into ten (10) lots intended for a small business park. The newly created lots will be targeted for office-type uses.

3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.

3.1. Roads. Currently, and following its annexation by the City, the Annexed Property can be accessed by John Deere Drive, a City Road.

3.2. Water and Wastewater Treatment. In keeping with its development plan, Salisbury 50's proposed development of the Annexed Property will create a demand of about 4,500 gallons per day. Salisbury 50, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property. It should be noted, however, that the City has not formally allocated any EDUs to the Annexed Property; allocation of EDUs does not occur until a development is submitted to the Planning Commission for review.

3.3. Schools. The Annexed Property is and will be subject to multiple business/office-type uses and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Annexed Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

3.5. Fire, E.M., and Rescue Services. The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively "fire and emergency services") to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

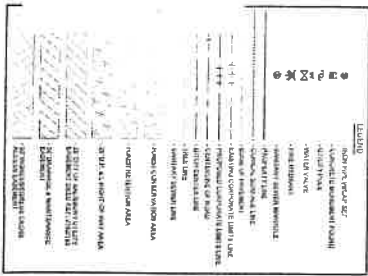
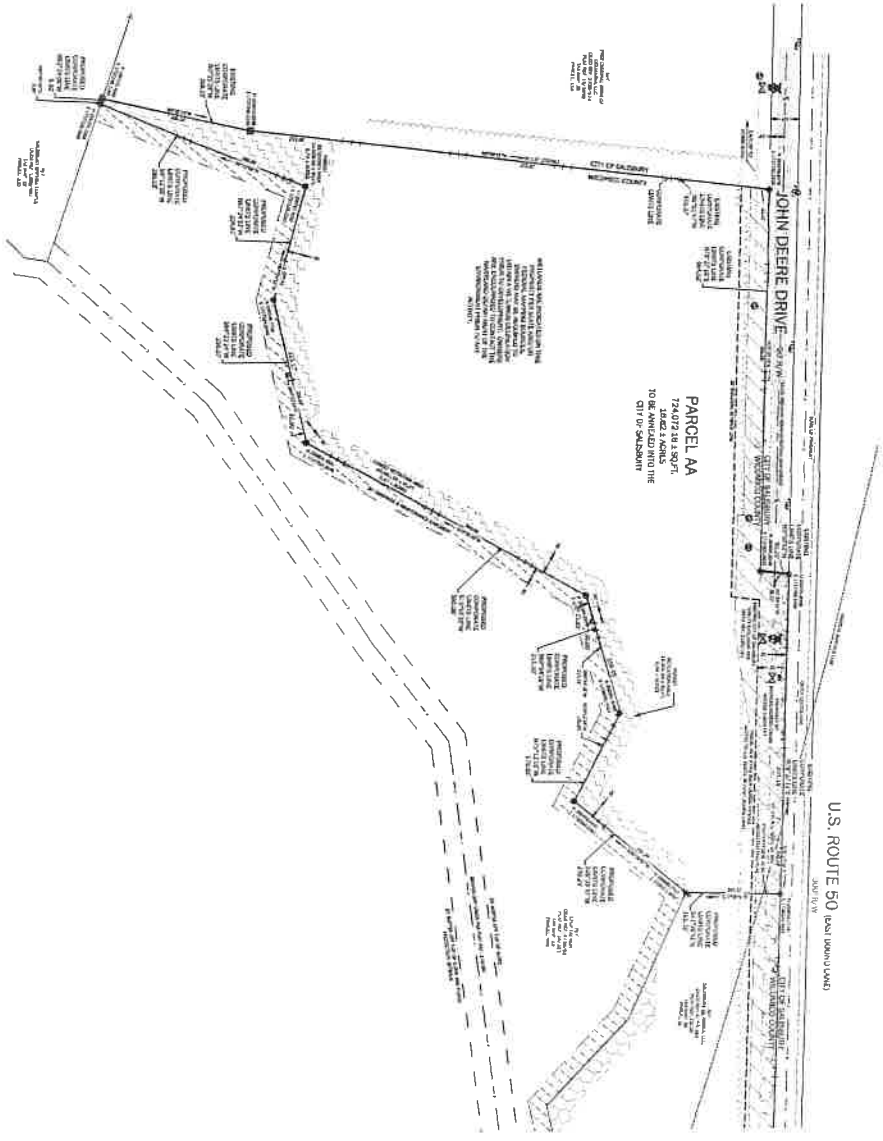
3.6. Police. The City of Salisbury Police Department will provide police services to the Annexed Property.

3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

3.8. Waste Collection. Commercial development in the City of Salisbury is served by independent waste haulers.

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

The City's annexation of the Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is adjacent to U.S. Route 50 on the eastern side of the City of Salisbury. Salisbury 50's proposed commercial use (office-type uses) at the Annexed Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Salisbury 50, requesting the City annex the Annexed Property, arises exclusively from the need to serve Annexed Property with public water and sewer utilities for and in connection with Salisbury 50's proposed development of the Annexed Property, as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C*.

[illegible]

U.S. ROUTE 50
(EAST MOUNTAIN LANE)
JULY R/W



RECORDING		DATE		PAGE	
BOOK	FOLIO	YEAR	MONTH	DAY	OF
55538	20	2014	08	01	01


ANNEXATION PLAT

OF PARCEL 1A
AS SHOWN ON "SUBDIVISION PLAT OF PARCEL A"
OWNER: HARBORVIEW 50 AMERICA, LLC

SECTION	TOWNSHIP	RANGE	DEGREE	MINUTE	SECOND	ACRES
17	N	102	00	00	00	1.00

PARSONS ELECTION DISTRICT, WISCONSIN COUNTY, WISCONSIN

DATE	TIME	REMARKS	BY
07/28/2014	08:00 AM	RECORDING	11



CLERK OF COURTS
STATE OF WISCONSIN

REGISTERED
MAILBOX

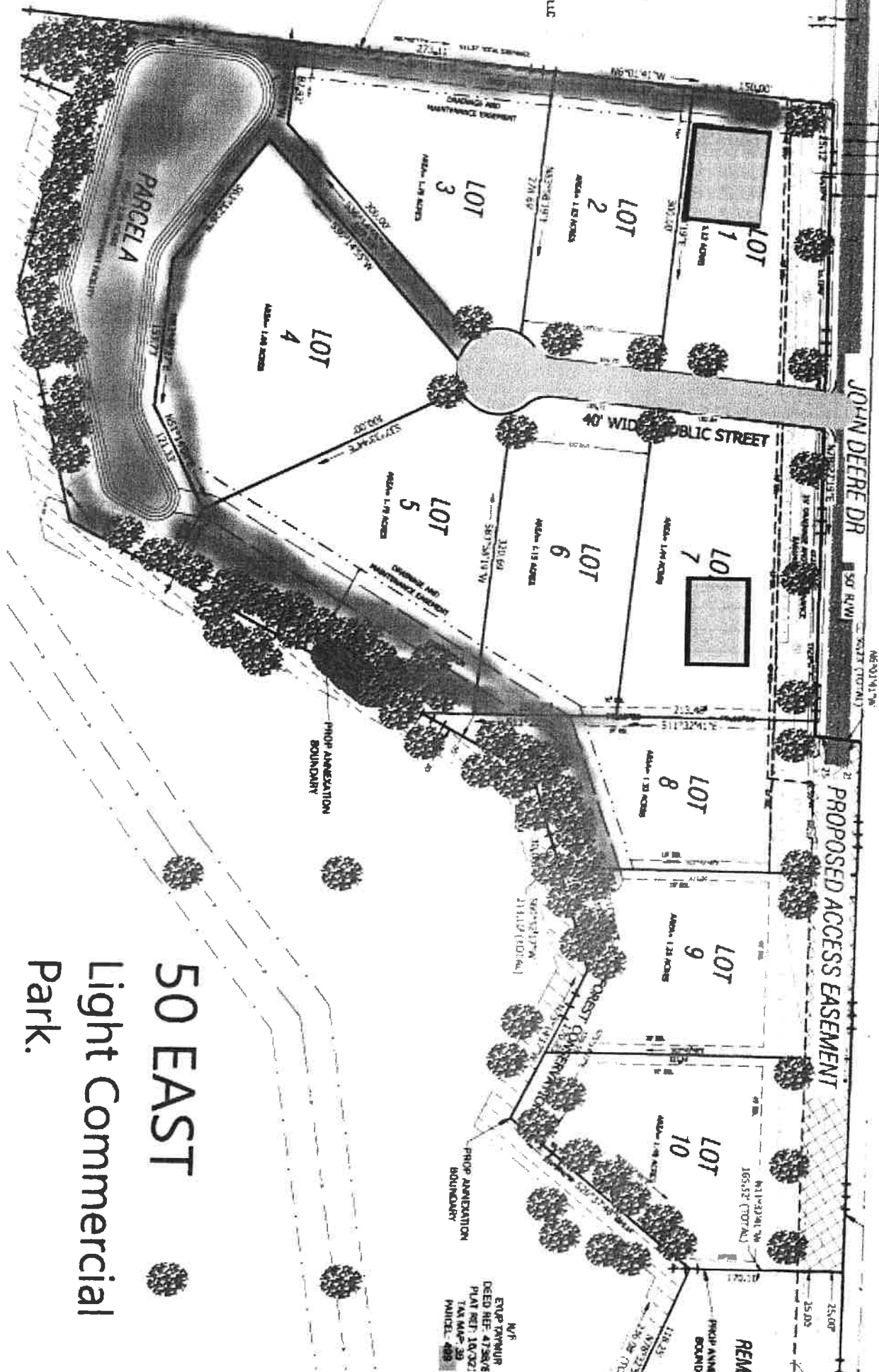
11/11/2014 ANNEXATION

11/11/2014

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East ($S 06^{\circ} 01' 47'' E$) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty- five minutes thirty-nine seconds East ($S 00^{\circ} 25' 39'' E$) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East ($S 83^{\circ} 24' 08'' E$) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East ($N 09^{\circ} 12' 58'' E$) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East ($S 87^{\circ} 34' 53'' E$) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East ($N 64^{\circ} 23' 24'' E$) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East ($N 15^{\circ} 55' 35'' E$) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East ($N 60^{\circ} 54' 16'' E$) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East ($S 75^{\circ} 12' 18'' E$) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East ($N 26^{\circ} 39' 47'' E$) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West ($N 11^{\circ} 30' 41'' W$) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West ($S 78^{\circ} 27' 11'' W$) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East ($S 05^{\circ} 50' 52'' E$) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West ($S 78^{\circ} 27' 10'' W$) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



50 EAST
Light Commercial
Park.



Infrastructure and Development Staff Report

August 12, 2021

I. BACKGROUND INFORMATION:

Project Name: John Deere Drive Annexation

Applicant/Owner: Parker & Associates for Salisbury 50 Annex LLC

Infrastructure and Development Case No.: 202100726

Nature of Request: Zoning Recommendation for Annexation

Location of Property: John Deere Drive; Map #0039; Grid #0011; Parcel #0739; Lot: PAR AA

Requested Zoning District: Mixed Use Non-Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the John Deere Drive annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 – 2)** The property is located at the east end of John Deere Drive, south of eastbound US Rt. 50, and is 16.62 acres in size, according to MD Dept. of Assessment & Taxation. **(Attachment 3)**

B. Area Description:

The requested annexation area consists of one (1) lots on one (1) parcel that total 16.62 acres in size. **(Attachments 4 – 5)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to east is zoned LB – 1 Light Business & Institutional, as are properties to the north, across US Rt. 50. To the west, the properties are located in the City's Mixed Use Non-Residential District. The south is bordered by properties in the County's A – 1 Agricultural – Rural District. All properties south of US Rt. 50 (both county and city) are also in the A – 2 Airport Overlay District.



City of Salisbury

Jacob R. Day, Mayor

B. County & City Plans.

The County Comprehensive Plan designates this property and area as Urban Corridor. Meanwhile, the City's Comprehensive Plan targets this site as Mixed Use.

C. 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 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. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated "Urban Corridor."



3. **Maryland Law.**

House Bill 1141 made two (2) 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. The issue becomes the degree of use 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 defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser 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. A municipality may obtain a 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.

IV. **DEVELOPMENT SCENARIO:**

A. **Proposed Use:**

The applicant/owner proposes to subdivide the site into 10 lots that are intended for a small business park. The newly created lots will be targeted for office-type uses.
(Attachment 6)

B. **Access:**

Lots 1 – 7 will have access from a new interior street that extends south from John Deere Drive. Lots 8 – 10 are proposed to have an access easement extending



City of
Salisbury
Jacob R. Day, Mayor

eastward from John Deere Drive.

C. Configuration and Design:

The annexation area is oddly shaped and adjoins the existing City boundaries along the west property line (Deere Pointe Professional Park).

D. Estimated Development Impacts:

The development impact assessment traditionally pertains to a proposal for a residential development. This site is proposed for multiple business/office-type uses.

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned LB – 1 Light Business & Institutional in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as mixture of both Mixed Use, and the proposed use and requested zoning classification of Mixed Use Non-Residential meets this designation by utilizing the adjoining City zoning classification and also incorporating the inherently permitted uses of three (3) different zoning districts (Light Business and Institutional, Neighborhood Business, and Select Commercial districts), allowing for a wide variety of uses. **(Attachment 7)**

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **Mixed Use Non-Residential** upon annexation.



City of
Salisbury
Jacob R. Day, Mayor

August 16, 2021

Parker and Associates
528 Riverside Drive
Salisbury, MD 21801
Attn: Brock Parker

RE: #202100726 Annexation Zoning – John Deere Drive Annexation –Map 0039, Grid 0011, Parcel 0739, Lot PAR AA

Dear Mr. Parker:

The Salisbury Planning Commission at its August 12, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced 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 or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,


Henry Eure
Project Manager

Memorandum

To: Richard Baldwin, Director, City of Salisbury Department of Infrastructure & Development
From: Heather R. Konyar, Esquire
Date: 12/27/2022
Re: *Fiscal Impact* – John Deere Drive – Salisbury 50 Annex, LLC Annexation

Petition Requesting the City's Annexation of the Property:

Salisbury 50 Annex, LLC (“**Salisbury 50**”) filed a Petition for Annexation (the “**Petition**”), dated June 17, 2021, with the City of Salisbury (the “**City**”), requesting the City annex the following parcel of land:

- Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a Tax Identification Number of 05-123437; (collectively, the “**Annexed Property**”).

If approved by the City Council, the City's annexation of the Annexed Property will add 16.62+/- acres of land to the municipal boundaries of the City, to be zoned as “Mixed Use Non-Residential” and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the “**City Code**”). The City's annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$52,266.00+/- . This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

Costs Incurred by the City from the Annexation of the Property:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2023 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by Salisbury 50, will be exclusively commercial).

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City's annexation of the Annexed Property. In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$36,700.00+/- .

Revenues to City from the Annexation of the Property:

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2023 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since

the actual assessed value of the improvements Salisbury 50 has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as Salisbury 50 has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The source for the assessed values is Maryland's State Department of Assessment and Taxation.

Under Salisbury 50's proposed development plan, the Annexed Property would be subdivided into ten (10) lots intended for a small business park. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$9,048,640.00. Using the real property tax rate adopted by the City for its FY2023 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$88,966.00.¹

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to the development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

Conclusion:

Upon completion of Salisbury 50's proposed development of the Annexed Property, the John Deere Annexation will result in a positive fiscal impact to the City of approximately \$52,266.00+/- per year in constant 2023 dollars.

¹ Regardless of any development, upon annexation of the Annexed Property, the City can expect a minimum of \$5,135.86+/- in annual revenue from the municipal real tax levied on the Annexed Property.



City of Salisbury

John "Jack" R. Heath, Mayor

To: Julia Glanz, City Administrator
From: Jennifer Lind, Deputy Director of Infrastructure and Development
Date: January 27, 2023
Re: Closing Paper Street – Milton Dr

The attached resolutions have been prepared and reviewed by legal to close the paper street known as Milton Dr as shown on the attached exhibit prepared by Parker and Associates. A petition for road closure submitted by Parker and Associates, a supporting email from the adjacent property owner in favor of the closure, Legal Descriptions for the closure, and Quit Claim Deeds to be signed following approval of the Resolutions are also attached.

The closure of this paper street will not affect access to any public roadways and has been reviewed and approved by Salisbury Fire Department.

Unless you or the Mayor has further questions, please forward a copy of this memo with attachments to the City Council.

ATTACHMENTS: (8)

1. Road Closure Petition
2. Exhibit
3. Adjoining Property Owner Email
4. Legal Descriptions
5. Quit Claim Deed – Columbia Drive of America
6. Quit Claim Deed – Wooten Trust
7. Resolution – Columbia Drive of America
8. Resolution – Wooten Trust

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, the land originally conveyed to the City to serve as the Road as aforesaid was never improved by the construction of street improvements, curb and gutter, storm drainage, paving or other improvements and hence amounted only to a “paper road”; and

WHEREAS, the City’s abandonment of the Road identified above will not affect any public access to public roadways; additionally, the Road constitutes a mere “paper road” as it was never constructed or operational; and

WHEREAS, by this Resolution, the Council hereby authorizes the Mayor's execution of the attached Deed on behalf of the City; and,

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Deed, attached hereto and incorporated herein as **Exhibit A**.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2023 and is to become effective immediately upon adoption.

46 **ATTEST:**

47

48

49

50 _____
51 **Kimberly R. Nichols, City Clerk**

_____ **Muir W. Boda, City Council President**

52

53

54 Approved by me, this _____ day of _____, 2023.

55

56

57

58

59 _____
60 **John R. Heath, Acting Mayor**

THIS QUIT CLAIM DEED, made this _____ day of _____, 2023, by **THE CITY OF SALISBURY**, a body politic and corporate of the State of Maryland, hereinafter called "Grantor", witnesseth:

WHEREAS, a certain road named Milton Drive ("Road") is shown on a plat entitled "Northwood", made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; ("Northwood Plat"); and

WHEREAS, the Road, although plated, was never constructed and/or dedicated to the City of Salisbury; and

WHEREAS, the City of Salisbury has agreed to abandon and convey any interest it may have in that portion of the Road described herein to Grantee; and

WHEREAS, Grantee intends to record a Boundary Line Adjustment Plat combining Lots 1-20 of block G as shown on the Northwood Plat.

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and Quit Claim unto **Columbia Drive of America, LLC**, a Maryland limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, the following described property:

Beginning at a point on the northerly right of way line of Arlington Road (50' r/w) at its intersection with the westerly right of way line of Milton Drive (50' r/w).

- (1) Thence by and with the said line of Milton Drive North 2°22'35" East a distance of 500.00 feet to a point on the southerly right of way line of Columbia Drive (50' r/w).
- (2) Thence by and with the said line of Columbia Drive South 87°37'30" East a distance of 25.00 feet to a point at the centerline of the aforesaid Milton Drive.
- (3) Thence by and with the said centerline of Milton Drive South 2°22'35" West a distance of 500 feet to a point on the aforesaid line of Arlington Road.
- (4) Thence by and with the said line of Arlington Road North 87°37'25" West a distance of 25.00 feet to the point of beginning.

BEING the westerly half of Milton Drive and containing 12,500.00 square feet, more or less.

BEING more particularly shown and designated as "12,500.00 Sq. Ft. 0.29 ac. Milton Drive to be conveyed to Lots 1-20 to become Lot 1A" on a survey prepared by Parker & Associates entitled "Exhibit for Road Closure, 1803 Raymond Drive, as shown on "Northwood" for Columbia Drive of America, LLC," to be recorded among the Plat Cabinet Records simultaneously herewith, a copy of which is attached and incorporated herein.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and

the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

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

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

THE CITY OF SALISBURY

By: _____(SEAL)
John R. Heath, Acting Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY that on this ____ day of _____, 2023, before me, the undersigned officer, personally appeared **John R. Heath**, Mayor of the City of Salisbury, Maryland, known to me or satisfactorily proven to be the person which name is subscribed to the within instrument, and he acknowledged that he, being duly authorized to do so, executed the same, in said capacity, for the purposes therein contained.

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

My Commission Expires:

Notary Public

CERTIFICATION

I HEREBY CERTIFY that the within and foregoing instrument has been prepared by or under the supervision of the undersigned attorney authorized to practice in the State of Maryland.

Laura E. Hay, Esquire

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, the land originally conveyed to the City to serve as the Road as aforesaid was never improved by the construction of street improvements, curb and gutter, storm drainage, paving or other improvements and hence amounted only to a “paper road”; and

WHEREAS, the City’s abandonment of the Road identified above will not affect any public access to public roadways; additionally, the Road constitutes a mere “paper road” as it was never constructed or operational; and

WHEREAS, by this Resolution, the Council hereby authorizes the Mayor's execution of the attached Deed on behalf of the City; and,

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Deed, attached hereto and incorporated herein as **Exhibit A**.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2023 and is to become effective immediately upon adoption.

46 **ATTEST:**

47
48
49
50 _____
51 **Kimberly R. Nichols, City Clerk**

_____ **Muir W. Boda, City Council President**

52
53
54 Approved by me, this _____ day of _____, 2023.

55
56
57
58 _____
59 **John R. Heath, Acting Mayor**

THIS QUIT CLAIM DEED, made this _____ day of _____, 2023, by **THE CITY OF SALISBURY**, a body politic and corporate of the State of Maryland, hereinafter called "Grantor", witnesseth:

WHEREAS, a certain road named Milton Drive ("Road") is shown on a plat entitled "Northwood", made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; ("Northwood Plat"); and

WHEREAS, the Road, although plated, was never constructed and/or dedicated to the City of Salisbury; and

WHEREAS, the City of Salisbury has agreed to abandon and convey any interest it may have in that portion of the Road described herein to Grantee.

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and Quit Claim unto **Linda Wooten Hutchinson, Richard S. Wooten, Jr. and Elizabeth C. Wooten, Trustees of the Exempt Marital Trust under the Will of Richard S. Wooten, Sr.** (hereinafter referred to as "Grantee"), its successors and assigns, the following described property:

Beginning at a point on the northerly right of way line of Arlington Road (50' r/w) at its intersection with the centerline of Milton Drive (50' r/w).

- (1) Thence by and with the said line of Milton Drive North 2°22'35" East a distance of 500.00 feet to a point on the southerly right of way line of Columbia Drive (50' r/w).
- (2) Thence by and with the said line of Columbia Drive South 87°37'30" East a distance of 50.00 feet to a point at the beginning of a curve at the easterly right of way line of the aforesaid Milton Drive.
- (3) Thence with the said curve, to the left, having a radius of 25.00 feet and a length of 39.27 feet, a chord bearing of South 47°22'35" West a chord distance of 35.36 feet to a point.
- (4) Thence continuing with the easterly right of way line of the said Milton Drive South 2°22'35" West a distance of 450.00 feet to a point at the beginning of a curve.
- (5) Thence continuing with the said line of Milton Drive and with said curve, to the left, having a radius of 25.00 feet and a length of 39.27 feet, a chord bearing of South 42°37'25" East a chord distance of 35.36 feet to a point on the aforesaid line of Arlington Road.
- (6) Thence by and with the said line of Arlington Road North 87°37'25" West a distance of 50.00 feet to the point of beginning.

BEING the easterly half of Milton Drive and containing 12,768.25 square feet, more or less.

BEING more particularly shown and designated as "12,768.25 Sq. Ft. 0.29 ac. Milton Drive to be conveyed to Lot 14A" on a survey prepared by Parker & Associates entitled "Exhibit for

Road Closure, 1803 Raymond Drive, as shown on “Northwood” for Columbia Drive of America, LLC,” a copy of which is attached and incorporated herein.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

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

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

THE CITY OF SALISBURY

By: _____(SEAL)
John R. Heath, Acting Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY that on this ____ day of _____, 2023, before me, the undersigned officer, personally appeared **John R. Heath**, Mayor of the City of Salisbury, Maryland, known to me or satisfactorily proven to be the person which name is subscribed to the within instrument, and he acknowledged that he, being duly authorized to do so, executed the same, in said capacity, for the purposes therein contained.

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

My Commission Expires:

Notary Public

CERTIFICATION

I HEREBY CERTIFY that the within and foregoing instrument has been prepared by or under

the supervision of the undersigned attorney authorized to practice in the State of Maryland.

Laura E. Hay, Esquire



City of Salisbury

John "Jack" R. Heath, Mayor

To: Julia Glanz, City Administrator
From: Jennifer Lind, Deputy Director of Infrastructure and Development
Date: 1/27/2023
Re: Rezoning of 401 and 409 Snow Hill Rd from R-10 Residential to General Commercial

The owner of the properties referenced above has requested a change of zoning from R10 – Residential to General Commercial.

The properties are located along Snow Hill Rd and Park Heights Ave across from Johnson McKee Animal Hospital. The current use at 401 Snow Hill Rd is the Backstreet Grill restaurant and 409 Snow Hill Rd is an existing single-family dwelling that was recently purchased. The owner is proposing to expand the restaurant use to 409 Snow Hill Rd.

401 Snow Hill Rd is currently split between the General Commercial and R10 – Residential zoning districts. A resubdivision to consolidate two properties created the split zoning however the zoning was not changed to reflect the commercial use.

Per 17.228.020 a public hearing was held by the Planning Commission at their December 15, 2022 meeting. Following the public hearing the Planning Commission, by a vote of 7-0, provided a **FAVORABLE** recommendation to the City Council for approval of the rezoning based on a mistake with the original zoning of the property. Attached are staff findings provided to the Planning Commission detailing said mistake.

Per 17.228.030 the City Council shall adopt Findings of Fact based on the criteria listed and may grant reclassification that there was a mistake in the existing zoning classification. The mistake in the existing zoning for these properties is due to an error in the Future Land Use Map of the 2010 Comprehensive Plan.

Unless you or the Mayor has further questions, please forward a copy of this memo, ordinance and staff report to the City Council.

ATTACHMENTS (2):

1. **ORDINANCE**
2. **PLANNING COMMISSION STAFF REPORT**



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of December 15, 2022

Public Hearing – Rezoning 401 Snow Hill Road and 409 Snow Hill Road

I. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall hold a Public Hearing on proposed rezoning. The Commission shall forward a recommendation within six (6) months to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval.

Public notice was provided in accordance with the requirements of 17.04.150. (Attachment 1)

II. PROPERTY INFORMATION

Owner: SMMR Inc
Address: 401 Snow Hill Rd and 409 Snow Hill Rd
Tax Map: 0112 Grid: 0009 Parcels: 1817 and 1819
Zoning: R-10, Residential

III. REQUEST:

To rezone 401 Snow Hill Road and 409 Snow Hill Road from R-10, Residential to GC, General Commercial.

IV. DISCUSSION:

The Backstreet Grill property, 401 Snow Hill Road, is currently split zoning with General Commercial and R-10 Residential zoning (Attachment 2). The property is improved with the restaurant, outdoor seating area, and parking.



409 Snow Hill Road was recently purchased by the owners of Backstreet Grill. The property is currently improved with an existing single-family dwelling that the owner intends to convert to a commercial use.

The surrounding area consists of commercial uses along the Snow Hill Road corridor and medium density single family dwellings on side streets that lead to the City Park.

V. CRITERIA:

Per Section 17.228.030 – Basis for rezoning approval, the City Council shall make a findings of fact that considers the following matters:

- a. Population Change;
- b. Availability of public facilities;
- c. Present and future transportation patterns;
- d. Compatibility with existing and proposed development for the area;
- e. The recommendation of the Planning Commission;
- f. The relationship of such proposed amendment to the jurisdiction's plan.

The City Council may grant the change in the zoning classification based on a finding that there has been a substantial change in the character of the neighborhood where the property is located or that there is (was) a mistake in the existing zoning classification.

VI. FINDINGS OF FACT:

Staff makes the following findings in relation to the criteria:

- a. Population Change – The 2020 Census counted a population of 3,217 for the tract this the properties are located in. The City population has grown by 2,707 since the 2010 Census. The population change in the City and area has been consistent with historical trends.
- b. Availability of public facilities – The properties are currently served by public water and sewer. The City has capacity for an increase in usage. Public safety services currently serve this area with close proximity to TidalHealth.



- c. Present and future transportation patterns – Additional commercial uses along this corridor would not impact the existing level of service. There are no planned improvements for the Snow Hill Road corridor.
- d. Compatibility with existing and proposed development for the area – The existing development in the Snow Hill Corridor are commercial uses except for the single-family dwellings in the 400 block. Commercial uses in the area are an animal hospital, light manufacturing, Pepsi Bottling Facility, wholesale distribution, gas station, restaurant and office. The residential uses are single family dwellings on side streets. Large scale development has not been proposed for this area.
- e. Recommendation of the Planning Commission – This will be incorporated following a public hearing and decision by the Planning Commission.
- f. The relationship of such proposed amendment to the jurisdiction's plan – The City's Future Land Use Map in the 2010 Comprehensive Plan designates these properties as Medium Density Residential (Attachment 3). Staff finds this designation to be a coding error during the GIS review of the plan. The only residential designations along the corridor from Carroll St to Vine St are in the 400 block. The Backstreet Grill property was existing without a residential use prior to the 2010 Comprehensive Plan.

VII. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed rezoning of 401 Snow Hill Road and 409 Snow Hill Road from R-10 Residential to GC – General Commercial based on the findings in the staff report of a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan designating these properties as Medium Density Residential instead of Commercial.

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
REZONING**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes to rezone two properties located at 401 Snow Hill Rd and 405 Snow Hill Rd from R-10 Residential to General Commercial.

A PUBLIC HEARING WILL BE HELD ON

Thursday, December 15, 2022, at 1:30 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

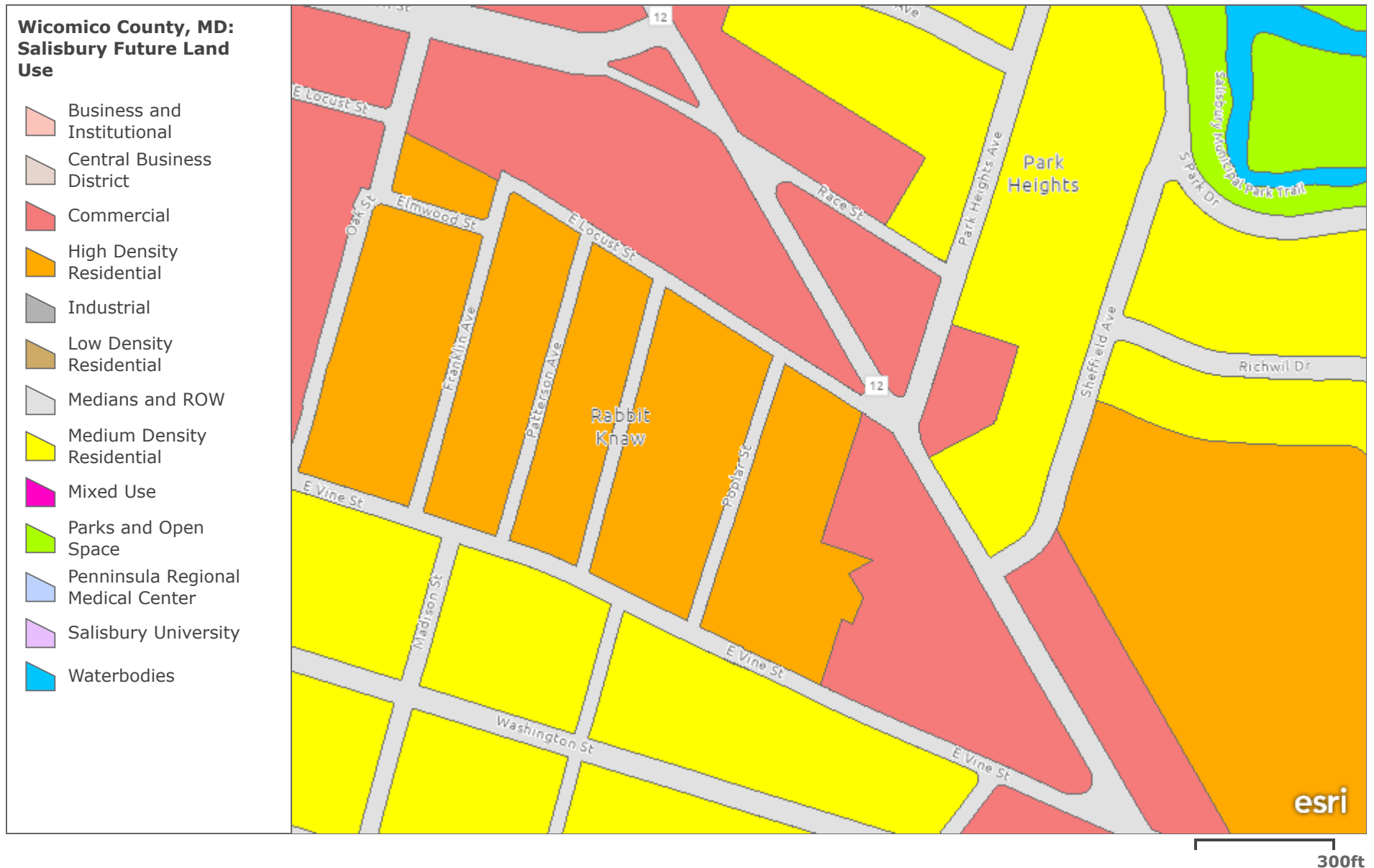
Charles “Chip” Dashiell, Chairman

Publication Dates: December 1, 2022
 December 8, 2022

Parcels 1817 and 1819 Zoning Map



Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | See web site for license constraints. | Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Salisbury, Department of Information Services: GIS Division | City of Salisbury | Wicomico County, City of Salisbury, Department of Information Services: GIS Division | State of Maryland, Wicomico County, City of Salisbury, Department of Information Services: GIS Division



Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | See web site for license constraints. | Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Salisbury, Department of Information Services: GIS Division | City of Salisbury | Wicomico County, City of Salisbury, Department of Information Services: GIS Division

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE TWO PROPERTIES
LOCATED AT 401 SNOW HILL ROAD AND 409 SNOW HILL ROAD FROM R-10
RESIDENTIAL TO GENERAL COMMERCIAL**

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in § 17.228.020 of the Salisbury City Code;

WHEREAS, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Map requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending the Salisbury Zoning Map;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on December 15, 2022;

WHEREAS, at the conclusion of its December 15, 2022 meeting, the Planning Commission recommended, by a vote of 7-0, that rezoning set forth herein be approved by the Mayor and Council;

WHEREAS, the City Council, after a Public Hearing did, in a public meeting, adopt the Findings of Fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction’s plan.

WHEREAS, said Findings have been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

WHEREAS, the City Council has found that there was mistake in the existing zoning of the properties due to a land use designation error in the City of Salisbury’s 2010 Comprehensive Plan; and

WHEREAS, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The existing zoning of the properties as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential areas of 401 Snow Hill Road and 409 Snow Hill Road to General Commercial.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

46 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
47 Ordinance shall be deemed independent of all other provisions herein.

48 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
49 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise
50 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,
51 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be
52 deemed valid and enforceable.

53 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
54 recitals were specifically set forth at length in this Section 4.

55 **Section 5.** This Ordinance shall take effect from and after the date of its final passage but in no event until
56 ten (10) days after the date of the Council's Public Hearing.
57

58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
59 held on the _____ day of _____, 2023 and thereafter, a statement of the substance of the Ordinance having
60 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
61 _____ day of _____, 2023

62 **ATTEST:**

63
64
65

66 _____
67 **Kimberly R. Nichols, City Clerk**

_____ **Muir W. Boda, City Council President**

68 Approved by me, this _____ day of _____, 2023.
69

70 _____
71 **John R. Heath, Acting Mayor**

401 Snow Hill Rd and 409 Snow Hill Rd Existing Zoning Map



Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | See web site for license constraints. | Esri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Salisbury, Department of Information Services: GIS Division | City of Salisbury | Wicomico County, City of Salisbury, Department of Information Services: GIS Division | State of Maryland, Wicomico County, City of Salisbury, Department of Information Services: GIS Division