

**RESOLUTION NO. 3334**

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 **“2407 N. Salisbury Boulevard – JDoliver, LLC Annexation”**, beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, Maryland, lying along the east side of North Salisbury Boulevard, said corner being the northwesternmost corner of the annexation parcel, and running thence in a clockwise direction around the perimeter of the affected property to the point of beginning, being all that real property identified as Tax Map 29, Parcel 158 (13.32 acres more or less) together with additional areas of land owned by others: 1) Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC) (0.19 acres more or less); 2) Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC) (0.35 acres more or less); and 3) Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC) (0.19 acres more or less)(collectively, 14.05 acres of land to be annexed).

**RECITALS**

**WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated March 8, 2023, 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 **“2407 N. Salisbury Boulevard – JDoliver, LLC Annexation”** beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, Maryland, lying along the east side of North Salisbury Boulevard, said corner being the northwesternmost corner of the annexation parcel, and running thence in a clockwise direction around the perimeter of the affected property to the point of beginning, being all that real property identified as Tax Map 29, Parcel 158 (13.32 acres more or less) together with additional areas of land owned by others: 1) Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC) (0.19 acres more or less); 2) Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC) (0.35 acres more or less); and 3) Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC) (0.19 acres 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 (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 February 28, 2024, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 3** and incorporated by reference as if fully set forth herein; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation, dated March 8, 2023, meets all the requirements of applicable state and local law; and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the City of Salisbury's annexation of the Property as set forth herein, shall be and hereby is scheduled for April 22, 2024 at 6:00 p.m.

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

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

**Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of Salisbury subject to all terms, conditions and agreements contained in the aforementioned property description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 4 and 5, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

**Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property within that certain Zoning District of the City of Salisbury identified as "**General Commercial**", which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned "**C-2 General Commercial**" in accordance with the existing zoning laws of Wicomico County, Maryland.

**Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on April 22, 2024 at 6:00 p.m. in the Council Chambers at the Salisbury Headquarters located at 115 S. Divisions St., 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:**

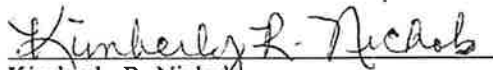
**Section 5.** It is the intention of the Council of the City of Salisbury that each provision this Resolution shall be deemed independent of all other provisions herein.


**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.

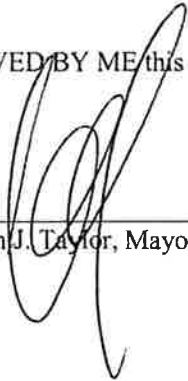
**Section 8.** This Resolution and the annexation of the Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 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 March 11, 2024; having been duly published as required by law in the meantime, a public hearing was held on April 22, 2024 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on April 22, 2024.

  
\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

  
\_\_\_\_\_  
D'Shawn M. Doughty,  
Council President

APPROVED BY ME this 29 day of APRIL, 2024.

  
\_\_\_\_\_  
Randolph J. Taylor, Mayor

**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

1. I, Kimberly R. Nichols, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an “electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document.”
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.

Kimberly R. Nichols  
Name of Affiant

**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

1. I, D'Shawn M. Doughty, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an "electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document."
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

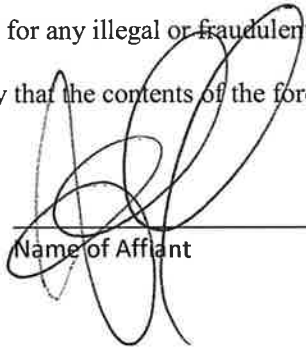
I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.

  
Name of Affiant

**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

1. I, Randolph J. Taylor, am over eighteen years of age and competent to testify.
2. I have signed the document or documents accompanying this affidavit by means of an electronic signature, which is defined in Md. Code, Real Property § 3-701(E) as an “electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted with the intent to sign the document.”
3. I have done so with the intent to sign the document.
4. My use of the electronic signature was not done for any illegal or fraudulent purposes.

I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.



\_\_\_\_\_  
Name of Affiant

# CITY OF SALISBURY

## *PETITION FOR ANNEXATION*

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To the Mayor and Council of the City of Salisbury:

WHEREAS, JDOLiver, LLC (the "Applicant") owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as "Lands now or formerly of JDOLiver, LLC, Liber 5139, folio 382, 13.49 acres" on an annexation plat entitled "ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND," prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the "Annexation Plat"), consisting of 13.49 acres, more or less (the "JDOLiver Property"); and,

WHEREAS, as shown on the Annexation Plat, a small portion of the JDOLiver Property comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the "City") while the balance of the JDOLiver Property comprised of 13.47 acres, more or less, is located adjacent to and outside the City's municipal boundaries; and,

WHEREAS, the Applicant desires the City to annex substantially all of the JDOLiver Property into the City, save for a small strip of land along the Property's eastern boundary identified on the Annexation Plat as "AREA TO REMAIN IN COUNTY 0.15 AC.", consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an illegal enclave of unincorporated County land immediately north of the JDOLiver Property; and,

WHEREAS, to avoid the creation of an illegal enclave and to refine the City's municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.19 AC.", being "LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298"; (2) a 0.37 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.37 AC.", being "LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298"; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.20 AC.", being "LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298" (collectively, the "Additional Property"); and,

WHEREAS, the Applicant is the owner of at least 25% of the assessed valuation of real property in the area to be annexed, and there are no registered voters who are residents in the area to be annexed; and,

LIBER 0005 FOLIO 138

WHEREAS, the Applicant desires the City to annex the JD Oliver Property and the Additional Property into City of Salisbury, Maryland.

NOW, THEREFORE, I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) Tax Map 29, Parcel 158 (JD Oliver, LLC)  
(13.32 AC± area to be annexed);

Together with the following additional areas of land owned by others:

Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC)  
(0.19 AC± area to be annexed);

Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty  
Holding, LLC)  
(0.37 AC± area to be annexed); and,

Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty  
Holding, LLC)  
(0.20 AC± area to be annexed).

SIGNATURE

APPLICANT:

JD OLIVER, LLC

  
By: Ryan D. Showalter, Authorized Person

3/8/23  
Date

N SALISBURY BLVD. – JDOLIVER, LLC

Beginning for the same at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southeasterly corner of the lands of Ritchie Holdings, Inc. X 1,210,355.92 Y 210,799.78 (1) Thence by and with the said Corporate Limits Line the following nine courses: (a) North eighty-four degrees four minutes forty-five seconds West (N 84° 04' 45" W) two hundred seventy-nine decimal zero, zero (279.00) feet to a point near the easterly right of way line of North Salisbury Boulevard. X 1,210,078.41 Y 210,828.56 (b) South nineteen degrees thirty-five minutes forty seconds West (S 19° 35' 40" W) one hundred eighty-nine decimal eight, five (189.85) feet to a point at near the northwesterly corner of the lands of Tony Tank Holdings, LLC. X 1,210,014.74 Y 210,649.70 (c) South seventy degrees thirty-seven minutes zero seconds East (S 70° 37' 00" E) two hundred ninety-one decimal three, six (271.36) feet to a point near the northeasterly corner of the said Tony Tank Holdings land. X 1,210,289.59 Y 210,553.00 (d) South nineteen degrees twenty-three minutes zero seconds West (S 19° 23' 00" W) one hundred ninety-eight decimal five, three (198.53) feet to a point near the southeasterly corner of the said Tony Tank Holdings land. X 1,210,223.70 Y 210,365.72 (e) North eighty-four degrees twenty-three minutes thirty-nine seconds West (N 84° 23' 39" W) one hundred fifty-nine decimal two, nine (159.29) feet to a point at the northwesterly corner of a strip of lands of the Salisbury Mall Realty Holding, LLC. X 1,210,065.17 Y 210,381.28 (f) South five degrees thirty-four minutes fifteen seconds West (S 05° 34' 15" W) twenty decimal four, zero (20.40) feet to the southwesterly corner of the said strip of land. X 1,210,063.19 Y 210,360.98 (g) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred ninety-one decimal seven, six (391.76) feet to a point on the southerly line of the said strip of land. X 1,210,452.81 Y 210,320.03 (h) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) six hundred sixty-seven decimal three, eight (667.38) feet to a point on the southerly line of the said strip of land. X 1,211,116.53 Y 210,250.27 (i) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred thirty-three decimal two, one (333.21) feet to a point on the southerly line of the said strip of land. X 1,211,447.91 Y 210,215.44 (2) Thence crossing the said strip of land and with a line being fifteen feet westerly of and parallel to the westerly line of the lands of JDoliver, LLC, in part, North one degrees three minutes zero seconds East (N 01° 03' 00" E) four hundred sixty-nine decimal six, eight (469.68) feet the point on the northerly line of the lands of the said JDoliver, LLC. X 1,211,456.52 Y 210,685.04 (5) Thence by and with the said line of JDoliver, LLC, North eighty-four degrees four minutes ten seconds West (N 84° 04' 10" W) one thousand one hundred six decimal five, nine (1,106.59) feet to a point on the said line of JDoliver, LLC. X 1,210,355.85 Y 210,799.38 (6) Thence North nine degrees twenty-seven minutes five seconds East (N 09° 27' 05" E) zero decimal four, one (0.41) feet to the point of beginning.

Annexation containing 14.05 acres, more or less.



City of  
Salisbury

ORDER 0005 FOLD 140

CERTIFICATION

2407 N SALISBURY BLVD – JD OLIVER, 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.

A handwritten signature in black ink, appearing to read 'Leslie C. Sherrill', written over a horizontal line.

Leslie C. Sherrill  
Surveyor

Date: 2/28/2024

2407 N Salisbury Blvd – JD Oliver LLC – Certification – 02-28-2024.doc

2407 N. SALISBURY BOULEVARD – JDOLIVER, LLC ANNEXATION

LIBER 4868 FOLIO 225

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this 24<sup>th</sup> day of April, 2024, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *JDoliver, LLC*, a Delaware limited liability company (“JDoliver”) (the City and JDoliver are hereinafter referred to collectively as the “Parties”).

**RECITALS**

**WHEREAS**, for purposes of this Agreement, the term “JDoliver” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of JDoliver, 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 JDoliver, as the case may be; and

**WHEREAS**, JDoliver owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDoliver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “Annexation Plat”), consisting of 13.49 acres, more or less. The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

**WHEREAS**, as shown on the Annexation Plat, a small portion of the JDoliver Property, comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the “City”), while the balance of the JDoliver Property, comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries; and

**WHEREAS**, JDoliver desires the City to annex substantially all of the JDoliver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an enclave of unincorporated County land immediately north of the JDoliver Property (the aforesaid 13.32 acres of property to be annexed is hereafter referred to as the “JDoliver Property”); and

**WHEREAS**, to avoid the creation of an enclave and to refine the City’s municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.35 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “Additional Property”) (the JDoliver Property and the Additional Property are hereafter referred to collectively as the “Property”); 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**, the JDoliver Property is currently improved with two (2) buildings, two (2) paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two (2) above ground storage tanks. Prior use of the JDoliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDoliver desires to renovate the interior of the JDoliver Property while continuing the same use of the JDoliver Property, which is consistent with the use of property located in the City's General Commercial zoning district; 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 JDoliver desires to obtain for its renovation of the JDoliver Property as aforesaid; and

**WHEREAS**, JDoliver submitted a Petition for Annexation (the "**Petition**"), dated March 8, 2023, requesting the City annex the Property as contemplated herein; and

**WHEREAS**, the City is willing to annex the Property, provided JDoliver agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding JDoliver's use, renovation and development of the JDoliver 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 JDoliver 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 JDoliver 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

JDoliver's vested rights in and to the JDoliver 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 JDoliver.**

(a) This Agreement shall constitute the written consent of JDoliver to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). JDoliver requests the annexation in accordance with the Annexation Plat attached as *Exhibit A*. JDoliver represents and warrants to the City that it has the full power and authority to sign this Agreement. JDoliver further represents and warrants to the City that there is no action pending against, or otherwise involving, JDoliver that would affect, in any way, the right and authority of JDoliver to execute this Agreement.

(b) JDoliver expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by JDoliver's execution of this Agreement, JDoliver 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. JDoliver shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and JDoliver is permitted to vote in such referendum, JDoliver 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 General Commercial, as set forth in Chapter 17.36 of the City Code.

**6. Municipal Services.**

(a) Subject to the obligations of JDoliver set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for JDoliver's use of the JDoliver 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 JDoliver 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 JDoliver 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) JD Oliver, 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. JD Oliver 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 JD Oliver 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), JD Oliver 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 JD Oliver under Section 8(a), whichever is greater.

**9. Development Considerations.**

(a) **Fees & Costs.** JD Oliver 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 JD Oliver for all costs to be paid by JD Oliver under this Section 9(a) and JD Oliver shall make payment to the City for all such amounts within fifteen (15) days of JD Oliver's receipt of any such invoice from the City.

(b) **Development of Property.** JD Oliver shall use, renovate and/or develop the JD Oliver Property in a manner compliant with all laws and regulations governing property located within the City's General Commercial zoning district, except to the extent that any nonconforming use or structures exists on the Effective Date hereof, which such use or structures may continue as legal, nonconforming uses or structures.

(c) **Contribution to Area Improvement.** JD Oliver agrees to install sidewalks along the full public road frontage of the JD Oliver Property.

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

(i) As of today's date, JD Oliver has paid to the City a development assessment in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) (the "**Development Assessment**"). JD Oliver 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.

(ii) In the event the City does not annex the Property, the Development Assessment will promptly be refunded to JD Oliver.

(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 JD Oliver 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.

(e) **Community & Environmental Design.** JDoliver expressly acknowledges and agrees that any development plan for the JDoliver Property shall: feature strong functional and visual relationships from the street and sidewalk to the front entrance of the principal structure constructed at or upon 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 JDoliver Property. Accordingly, the Parties expressly acknowledge and agree that JDoliver 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 JDoliver 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), JDoliver's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the JDoliver Property shall be governed by the terms and conditions of a Public Works Agreement, by and between JDoliver and the City (the "PWA"), 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 JDoliver, or any party acting on its behalf, for any work associated with JDoliver's renovation and/or development of the JDoliver Property, or any portion thereof, until the PWA has been executed by the Parties.

10. **RECORD PLAT.**

JDoliver shall provide the City with a copy of the final record plat for any development of, on or within the JDoliver 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 (3<sup>rd</sup>) 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 JDoliver shall be addressed to, and delivered at, the following addresses:

JDoliver LLC  
c/o Ryan D. Showalter, Esquire  
McAllister, DeTar, Showalter & Walker LLC  
100 N. West Street  
Easton, Maryland 21601

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

City of Salisbury  
c/o 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.**

JD Oliver expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any renovation and/or development of the JD Oliver 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 General Commercial zoning district. Renovation and/or development of the JD Oliver 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 JD Oliver 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 JD Oliver's renovation, development and/or use of the JD Oliver 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 JDoliver is acting as the agent of the other party in any respect hereunder; and, **(iii)** that each of the City and JDoliver 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 JDoliver, 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 JDoliver Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), JDoliver 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 JDoliver 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. JDoliver shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by JDoliver of any of its interests in and to the Property or any portion thereof.

**(i) Express Condition.** The obligations of JDoliver 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 JDoliver independent of its ownership of the JDoliver Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of JDoliver 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 JDoliver, 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 JDoliver. 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 JD Oliver's renovation, development and/or use 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:

**“JDOLIVER”:**

**JDOLIVER, LLC**

By:  (Seal)  
Dan Stine, Authorized Representative

**THE “CITY”:**

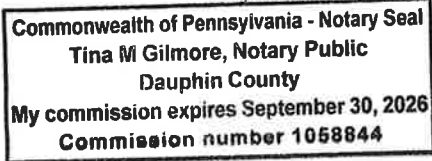
**City of Salisbury, Maryland**

By:  (Seal)  
Randolph J. Taylor, Mayor

COMMONWEALTH OF PENNSYLVANIA, DAUPHIN COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16 day of April, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAN STINE, who acknowledged himself to be an Authorized Representative of JDOLIVER, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of JDOLIVER, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

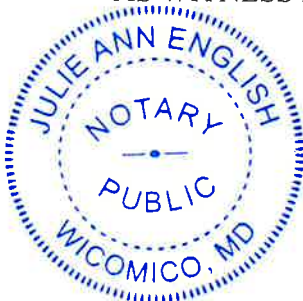


NOTARY PUBLIC  
My Commission Expires: 9-30-26

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY that on this 24 day of April, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **RANDOLPH J. TAYLOR**, 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.

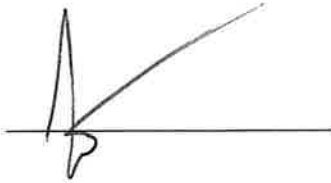


NOTARY PUBLIC  
My Commission Expires: 5/28/25

**THE UNDERSIGNED HEREBY CONSENTS TO THE AFORESTATED ANNEXATION OF PROPERTY:**

**Lands of:**

**Cross Lake, LLC**



By: Michael Abercrombie, Jr. (Seal)  
Michael Abercrombie, Jr., Authorized Person

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of April, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared *Michael Abercrombie, Jr.*, who acknowledged himself to be an Authorized Person of Cross Lake, LLC, and that he, as such Authorized Person, being authorized so to do, executed the foregoing instrument on behalf of Cross Lake, LLC for the purposes therein contained.

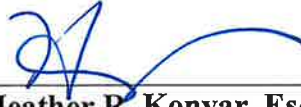
AS WITNESS my hand and Notarial Seal.

Nancy Kane  
NOTARY PUBLIC  
My Commission Expires: 5/28/24



**CERTIFICATION BY ATTORNEY**

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



---

**Heather R. Konyar, Esquire**

**ANNEXATION PLAN  
FOR THE  
2407 N. SALISBURY BOULEVARD – JDOLIVER, LLC ANNEXATION  
TO THE CITY OF SALISBURY**

March 4, 2024

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 \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by JDOLIVER, LLC (“**JDOLiver**”), dated March 8, 2023, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- JDOLiver owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDOLiver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “**Annexation Plat**”), consisting of 13.49 acres, more or less. The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). As shown on the Annexation Plat, a small portion of the JDOLiver Property, comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City, while the balance of the JDOLiver Property, comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries. JDOLiver desires the City to annex substantially all of the JDOLiver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an enclave of unincorporated County land immediately north of the JDOLiver Property (the aforesaid 13.32 acres of property to be annexed is hereafter referred to as the “**JDOLiver Property**”); and
- The following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.35 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.20 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “**Additional Property**”) (the JDOLiver Property and the Additional Property are hereafter referred to collectively as the “**Property**”); and
- At the April 20, 2023 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the 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 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 Property, as requested by the Annexation Petition submitted by JD Oliver. 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 PROPERTY.

**1.1. Petitioner for Annexation of the Property.** JD Oliver is the owner and Petitioner for annexation of the Property. JD Oliver, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Property is located as follows: **(a)** The JD Oliver Property is located on the easterly side of North Salisbury Boulevard; the JD Oliver Property is fairly rectangular in shape and adjoins the existing City boundaries along North Salisbury Boulevard and runs parallel to the existing City boundaries along Centre Drive; and **(b)** The Additional Property is located on the easterly side of North Salisbury Boulevard and is the strip of land that adjoins the southernmost boundary of the JD Oliver Property and existing City boundaries along Centre Drive, as is more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

### 1.3. Property Description; Reason for the Annexation Petition.

- (a)** The JD Oliver Property consists of 13.32 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Additional Property consists of (1) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat; (2) 0.35 +/- acres of land as more particularly depicted and described by the Annexation Plat; and (3) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat. 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").
- (b)** The JD Oliver Property is currently improved with two (2) buildings, two (2) paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two (2) above ground storage tanks. Prior use of the JD Oliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JD Oliver desires to renovate the interior of the JD Oliver Property while continuing the same use of the JD Oliver Property. JD Oliver desires to connect to the City water and sewer.

**1.4. Existing Zoning.** All of the JD Oliver Property is currently zoned C-2 General Commercial under the Wicomico County Code. The properties adjacent to the JD Oliver Property that are located within the municipal limits of the City are to the south and west and are zoned "General Commercial" under the City of Salisbury City Code (the "City Code").

## 2.0. LAND USE PATTERN PROPOSED FOR THE 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 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 Property.** Upon its annexation, the JDoliver Property is proposed to be zoned as "General Commercial". Per Section 17.36 of the City Code, the purpose of the "General Commercial" zoning district is: "to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities. To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses are encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain use."

**2.3. Proposed Land Use for Property.** As set forth in Section 1.3(b) of this Annexation Plan, prior use of the JDoliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDoliver desires to renovate the interior of the JDoliver Property while continuing the same use of the JDoliver Property.

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

**3.1. Roads.** Currently, and following its annexation by the City, the JDoliver Property will utilize two (2) existing paved driveways, both of which have access from the northbound lane of North Salisbury Boulevard (U.S. Route 13).

**3.2. Water and Wastewater Treatment.** The JDoliver Property will create a demand of about 500 gallons per day. JDoliver, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the 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 Property.

**3.3. Schools.** The Property is and will be subject to commercial and industrial truck sales, wholesale party sales, and repair and service use only 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 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 Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Property after its annexation into the City.

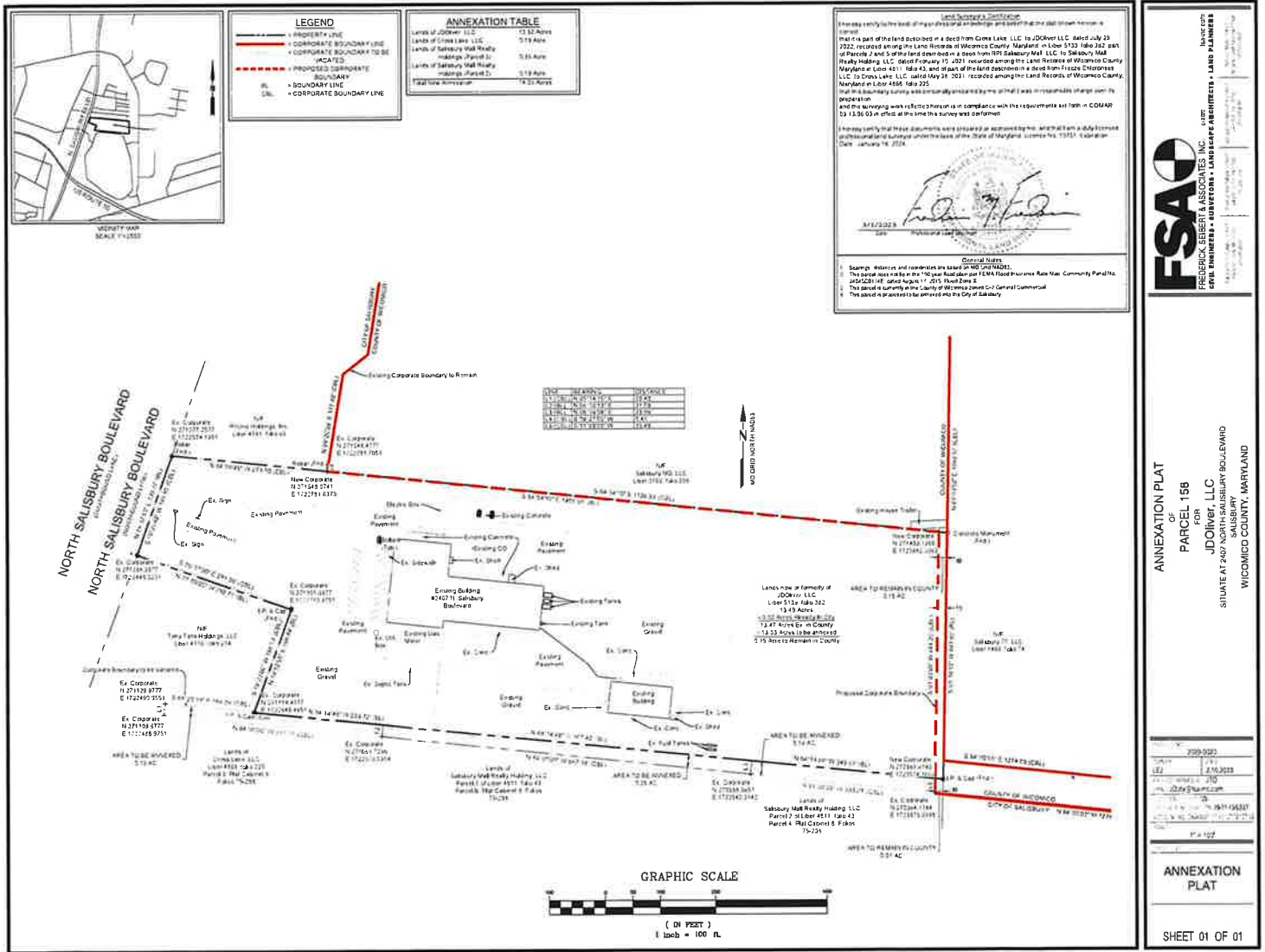
**3.6. Police.** The City of Salisbury Police Department will provide police services to the Property.

**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 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 Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the northern side of the City of Salisbury. JD Oliver's proposed commercial use (commercial and industrial truck sales, wholesale party sales, and repair and service use) at the JD Oliver Property is consistent with the overall plan for this geographic area of the City of Salisbury. The 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 JD Oliver, requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities.



Received for Record **JUN 11 2024** and recorded in the **5** of Wicomico County, Maryland in Liber **J.B.M.** No. **5** Folios **129-156**.

*Jim B. McArthur* Clerk

\*City ordinance & Resolution

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

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

City of Salisbury  
Municipal Corporation

Wicomico  
County(ies)

Kimberly R. Nichols, City Clerk  
Name and Title of Official Submitting this Resolution

115 S Division St.  
Address  
Salisbury, MD 21801

410-548-3140  
Phone  
6-7-24  
Date of Submitting this Resolution\*

3334  
Resolution Number

4-22-24  
Date Enacted by Legislative Body

6-6-24  
Effective Date\*\*

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended \_\_\_\_\_ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed 4-406. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted \_\_\_\_\_ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments \_\_\_\_\_.

2) Number of votes cast by the legislative body for 5 and against 0 this resolution.

3) Will this resolution be petitioned to referendum? no

If "yes", date of the referendum election (if known) \_\_\_\_\_.

\* A resolution should be submitted to the Department of Legislative Services 10 days after the effective date of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).

DLS/5-19

EX & D: City Clerk 6/11/2024



City of  
**Salisbury**

LIBER 0005 FOLD 130

June 7, 2024

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

Dear Ms. Carter:

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on April 22, 2024 and became effective June 6, 2024:

Resolution No. 3334 – “2407 N. Salisbury Boulevard – JD Oliver, LLC Annexation”

A copy of the Metes & Bounds of the City of Salisbury existing on June 6, 2024 is also enclosed.

Sincerely,

Kimberly R. Nichols, MMC  
City Clerk

Enclosures

cc: Tracey Gordy, Maryland Department of Planning  
Christine Duma, State Assessments Office  
Dionne Church, Wicomico County Board of Elections  
James McAllister, Clerk of Circuit Court  
Chris Comer, Comcast  
Amanda Rodriguez, City of Salisbury

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