



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

WORK SESSION

Government Office Building

125 N Division Street, Room 301, Salisbury, MD, 21801

Monday, December 16, 2024, 4:30 p.m.

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

Audit Presentation – Finance Director Sandy Green

Ordinance approving a budget amendment of the FY2025 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Budget

Resolution to amend and restate the terms of an Annexation Agreement associated with property that was the subject of the 2007 "Hobbs Road-Iott Property Annexation", now known as the "Hobbs Road Annexation"

Annexation Request for 2 parcels on the northeast side of Old Quantico Road

Ordinance amending Section 17.150.050A.7 of the Salisbury City Code to delete the word "townhouses" from the category of uses permitted in Parcel H of Planned Residential District No. 7 (The Villages of Aydelotte Farm), and increase density to 6.0 units per acre

Ordinance amending Section 17.24.040 to increase the inherent density permitted for the development and redevelopment of property located in the central business zoning district

PUBLIC COMMENT (AGENDA ITEMS ONLY)

ADJOURNMENT / CONVENE IN LEGISLATIVE SESSION

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.



City of Salisbury

Outboard Boat Motor

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Date: 11/19/2024
Subject: Budget Amendment

The Salisbury Fire Department recently designated a surplus of a 2006 Mercury Outboard Boat Motor 90HP. This motor sold at auction for \$1,156.25. Please see attached ordinance requesting these funds to be placed in the fire department's Operating Account. If you have any questions or concerns, please feel free to reach out to me.

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ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Henry Eure, Deputy Director
Date: November 26, 2024
Re: Amended Annexation Agreement Request- Hobbs Road

The Department of Infrastructure & Development requests the existing Hobbs Road Annexation be placed on the City Council work session agenda scheduled for Monday, December 16, 2024, for consideration of an amended annexation agreement request.

Resolution No. 1564, became effective December 6, 2007, was the original annexation agreement. Since that time, market changes and recently reduced annexation fees have resulted in the owner requesting the proposed revised/amended agreement.

The site is comprised of two parcels, located on the southeastern quadrant of the intersection of U.S. Routes 13 and 50, and binding upon the north side of Hobbs Road, totals 39.27 acres in area. The site is located within the Regional Commercial zoning district, and will be developed in accordance with standards for that district.

Attached, please find the proposed Resolution, Amended and Restated Annexation Agreement, and supplemental Exhibit to the Amended Agreement.

Unless you or the Mayor have any further questions, please forward a copy of this memo, the petition for annexation, and the boundary survey to Council for their review.

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Julie English,
City Clerk

D'Shawn Doughty,
Council President

APPROVED BY ME this ____ day of _____, 2024.

Randolph J. Taylor, Mayor

Hobbs Road – Hobbs Road Development, LLC Annexation

AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT (“Agreement”) is made this ___ day of _____, 2024, by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “City”) and *Hobbs Road Development, LLC*, a Maryland limited liability company (“Owner”) (the City and Owner are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, Owner is the record owner of all that certain real property consisting of approximately 39.27 acres of land, more or less (the “Property”), identified as “Parcel One and Parcel 729” on that certain plat entitled “Boundary Survey for Hobbs Road Development, LLC” recorded among the Plat Records of Wicomico County, Maryland in Plat Cabinet No. 15, Folio 309 (the Plat”) (a copy of the Plat is attached hereto and incorporated herein as **Exhibit A-1**);

WHEREAS, Owner and the City entered into an Annexation Agreement dated October 17, 2007 for the Property that was recorded among the Land Records of Wicomico County in Liber M.S.B. No. 2870, Folio 291 (the “Original Agreement”);

WHEREAS, Owner desires to construct upon the Property a commercial development, but, due to market changes from the date of the Original Agreement to the date hereof, the terms and conditions set forth in the Original Agreement make development of the Property infeasible;

WHEREAS, the City and Owner have agreed to revise the terms and conditions contained in the Original Agreement in order to enable the development of the Property for the benefit of the Parties; and,

WHEREAS, pursuant to the authority contained in the Annotated Code of Maryland, Local Government Article, Section 4-101, *et seq.* the Owner and the City have agreed to execute this Agreement which sets forth the following terms and conditions that shall apply to the Property and shall supersede and replace the Original Agreement effective the date hereof.

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 the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which it is approved by majority vote of the City Council of the City of Salisbury (the “City Council”).

2. **Warranties & Representations of the City.**

(a) When reviewing any development plan submitted for or relating to the Property or any portion thereof, including, but not limited to, any subdivision plat subdividing or resubdividing the Property or any portion(s) thereof, the City of Salisbury-Wicomico County Planning Commission (the “Planning Commission”) and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by the provisions of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Property or any portion(s) thereof granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Property or the development of any portion thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's execution of this Agreement is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to any development or use of the Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of the Property or any portion thereof or interfere with Owner's vested rights in and to the Property or any portion thereof to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

3. Warranties & Representations of Owner.

(a) The execution of this Agreement shall constitute Owner's express written consent to the terms of this Agreement which shall be deemed to run with and otherwise govern the Property and any portion(s) thereof as more particularly set forth herein, including any development and/or of the Property and any portion(s) thereof, arising from the City's annexation of the Property by Resolution No. 1564 adopted by the City Council of the City, of Salisbury on October 22, 2007 and which became effective on December 6, 2007 (the "**Annexation Resolution**").

(b) Owner represents and warrants to the City as follows: (i) Owner has the full power and authority to execute this Agreement; (ii) Owner is the sole, fee simple owner of the Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Property, as of the date and year first above written; and, (iii) to the best of Owner's knowledge and belief there is no action pending against or otherwise involving Owner and/or the Property which could affect, in any way whatsoever, Owner's right and authority to execute this Agreement and the performance of the obligations of Owner hereunder.

4. Application of City Code and Charter; City Taxes. The Parties expressly acknowledge and agree, as of the effective date of the Annexation Resolution, the Property has been annexed by the City and, therefore, all provisions of the City of Salisbury Charter and the City Code have had (and shall continue to have) full force and effect as to all matters applicable or otherwise relating to the Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties further expressly acknowledge and agree that, as of the effective date of the Annexation Resolution, the Property has been and shall remain 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. The Parties acknowledge and agree that the Property is currently zoned by the City as Regional Commercial.

6. Municipal Services.

(a) Subject to the obligations of Owner under Sections 8(c)(i)-(iii), the City agrees to provide all necessary municipal services required for Owner's development and/or use of the Property or any portion(s) thereof, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and services for the Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and services is submitted by Owner of such portion(s) of the Property for which such capacity and services is requested in

accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Property or any portion(s) thereof shall be allocated or otherwise reserved by the City unless and until payment has been made to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and services in accordance with the applicable policies of the City existing at such time. The payment for any capacity fee(s) or for the connection of the Property or any portion(s) thereof to the City's water and/or wastewater systems shall be due to the City upon the earlier occurrence of: **(i)** Owner's election, at its discretion, to connect the Property, or any portion thereof, to the City's water and/or wastewater systems; or **(ii)** the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Property to the City's water and/or wastewater systems.

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 enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **Development Considerations.**

(a) Fees & Costs. Owner expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees (The City acknowledges receipt from Owner of a deposit towards said legal fees in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement and the preparation of any other document(s) pertaining to the annexation of the Property, the publication of any public notice(s) for or in connection with the City's execution of this Agreement and/or the City's annexation of the Property, and/or any other matter relating to or arising from the City's preparation of this Agreement and/or the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Owner for all costs to be paid by Owner under this Section 8(a) and Owner, shall make payment of all amounts due and owing the City under this Section 8(a) within fifteen (15) days of Owner's receipt of any invoice from the City.

(b) Development of the Property. Owner shall develop the Property or any portion(s) thereof in a manner that complies with all laws and regulations governing the development of property located within the City's Regional Commercial zoning district, unless such zoning is subsequently changed in which case development shall be in accordance with the new zoning for the Property.

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

(i) Subject to the terms and conditions contained in this Section 8(c)(i), Owner shall pay a non-refundable development assessment to the City in the total amount of Twenty-Four Thousand Five Hundred Dollars and 00/100 (\$24,500.00) (the "**Development Assessment**"). 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 within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: **(A)** any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the use or development of the Property or any portion(s) thereof; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City

relating to any use or development of the Property or any portion(s) thereof; and/or, (C) any other charge(s) or fee(s) the City may assess against Owner and/or the Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Property or any portion thereof.

- (ii) The Parties expressly acknowledge and agree Owner's payment of the Development Assessment as provided in Section 8(c)(i) represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement. The Development Assessment shall be paid by Owner to the City simultaneous with the execution of this Agreement.
- (iii) In the event Owner fails to pay the Development Assessment, or any portion thereof, in accordance with the terms of Section 8(c)(i), the unpaid Development Assessment, or such unpaid portion, 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, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any certificate of occupancy for any building or structure constructed at or developed on the Property.

(d) Public Utility Improvements & Extensions; Wastewater Service.

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Property. Accordingly, at its sole cost and expense, Owner shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s), pump station(s) and any appurtenant facilities, necessary to serve the Property, including any future development thereof, in accordance with all applicable City standards and specifications and subject to the approval of the Director of the City of Salisbury Department of Infrastructure and Development (the City's "**DID Department**"). Owner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 8(d)(i) shall be sized in the manner and to the extent determined by the Director of the City's DID Department.
- (ii) The design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Property shall be governed by the terms and conditions of a Public Works Agreement by and between Owner and the City (the "**PWA**"). The PWA shall be executed by the Parties as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Property or any portion thereof, including, but not limited to, any subdivision plat providing for the subdivision of the Property, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties' execution of the PWA in accordance with the terms of this Section 8(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Owner, or any party acting for or on Owner's behalf, for any work associated or in connection

with the development of the Property or any portion thereof, until the PWA is executed by the Parties.

- (e) **Improvements to Hobbs Road.** Owner agrees to design and construct improvements to Hobbs Road, south of the Property, as may be required by and subject to the standards and approval of the Wicomico County Department of Public Works (the “**County Public Works Department**”), to resolve traffic safety concerns -caused by the anticipated increase in traffic on Hobbs Road due to the development of the Property. Owner further agrees to develop the ultimate roadway construction improvements plan and right-of-way for Hobbs Road for approval by the County Public Works Department, which said plan shall provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and the construction of all improvements along the Hobbs Road property frontage as may be required by the County Public Works Department. Owner shall enter into a Public Works Agreement with Wicomico County, and/or such other agreement(s) as may be required by Wicomico County (collectively the “**Hobbs Road Improvements Agreement**”), setting forth the terms and conditions of the improvements to Hobbs Road to be constructed by Owner pursuant to this Section 8(e), and a copy of the fully executed Hobbs Road Improvements Agreement shall be provided to the Director of the City’s DID Department prior to the City’s issuance of any building permit for construction at the Property. Owner expressly acknowledges and agrees, in the event facilities required for the extension of the City’s public water and wastewater utilities are constructed within the roadbed of Hobbs Road, then such portion of Hobbs Road must be annexed into the City at the sole cost and expense of Owner.

9. **Record Plat.** Owner shall provide the City with a copy of the final record plat for any development of, on or within the Property or any portion thereof, including any subdivision plat providing for the subdivision of the Property.

10. **Notices.** All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: (a) when delivered in person on a business day at the address set forth below; (b) 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, (c) 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 Owner shall be addressed to, and delivered at, the following addresses:

Hobbs Road Development, LLC
8011 Log Town Road
Berlin, Maryland 21811

With a copy to:
Jeffrey E. Badger, Esquire
Long Badger, LLC
124 East Main Street
Salisbury, Maryland 21801

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

City of Salisbury
c/o Nick Voitiuc
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

11. Future Uses of the Property. Owner expressly acknowledges and agrees that, upon the effective date of this Agreement, any development or use of the Property or any portion thereof 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 Regional Commercial zoning district unless such zoning is subsequently changed in which case development of the Property shall be in accordance with new zoning for the Property. Any development, subdivision and/or use of the Property or any portion(s) thereof shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of this Agreement, subject to any amendments thereto as may be adopted or promulgated, from time to time. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Property, including any subdivision of the Property subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Property, or any portion thereof, and/or any subdivision of the Property or any portion(s) thereof.

12. 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, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, 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 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 of the Parties 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 the waiver is given.

(e) Development of the Property as a Private Undertaking. The Parties expressly acknowledge and agree: **(i)** any development or use of the Property, or any portion thereof, is a private undertaking by Owner; **(ii)** neither the City nor Owner is acting as the agent of any other party hereto in any respect hereunder; and, **(iii)** that each party hereto is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association between the Parties, of any kind whatsoever, is formed by the terms of this Agreement.

(f) Modification. Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a 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, any successor municipal authority of the City and all 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 Owner to any purchaser of the Property or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 12(h), Owner 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 contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Owner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Owner of any of his interests in and to the Property or any portion thereof.

(i) Express Condition. The obligations of Owner under this Agreement shall not constitute the personal obligations of Owner independent of his ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees Owner's obligations under Section 8(a) are not contingent or otherwise conditioned upon the execution of this Agreement by the Parties and such obligations shall be binding upon Owner and enforceable by the City against Owner and/or any of Owner's successor(s), representative(s), transferee(s) and/or assign(s), 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 and their respective successors and/or assigns.

(k) Recording of Agreement. This Agreement, including all exhibits 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 Owner. This Agreement and all terms and conditions

contained herein shall run with the Property, and any portion thereof, and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) No Reliance. Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, 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. In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged 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 a party hereto against the 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, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

(q) 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.

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

(s) 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 Amended and Restated Annexation Agreement as of the day and year first above written.

ATTEST/WITNESS:

“OWNER”:

Hobbs Road Development, LLC

By: _____ (Seal)
George Harkins, Managing Member

THE “CITY”:

City of Salisbury, Maryland

By: _____ (Seal)
Randy Taylor, Mayor

City of Salisbury



MARYLAND

Brenda J. Colegrove, City Clerk
City of Salisbury
410-548-3140

125 N. Division St., Room 305
Salisbury, MD 21801-4940
410-548-3781 (fax)

VIA CERTIFIED MAIL

December 10, 2007

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

MSB H102
Dec 11, 2007 12:05 PM

Dear Ms. Carter:

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on October 22, 2007 and became effective December 6, 2007:

Resolution No. 1564 - "Hobbs Road-Iott Property Annexation"

As required, I have also enclosed a copy of the new boundary description of the City. If you have any questions, please give me a call.

Sincerely,

Brenda J. Colegrove
Brenda J. Colegrove, CMC
City Clerk

Enclosure

cc: Tracey Gordy, Maryland Department of Planning
State Assessments
Mark Bowen, Clerk of Circuit Court

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Article 23A, §9A 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:

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

<u>City of Salisbury</u> Municipal Corporation	<u>Wicomico</u> County(ies)
<u>Brenda J. Colegrove, City Clerk</u> Name and Title of Official Submitting this Resolution	
<u>125 N. Division Street</u> Address	<u>410-548-3140</u> Phone
<u>Room 305</u> <u>Salisbury, MD 21801-4940</u>	<u>December 10, 2007</u> Date of Submitting this Resolution*
<u>1564</u> Resolution Number	<u>October 22, 2007</u> Date Enacted by Legislative Body
	<u>December 6, 2007</u> 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 SC1-2. (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 4 and against 1 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 (Art. 23A, §9A(c)). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).

**RESOLUTION NO. 1564
AS AMENDED ON OCTOBER 22, 2007**

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the Easterly corporate limit of the City of Salisbury, to be known as the "Hobbs Road - Iott Property Annexation" being an area located on the Southeastern quadrant of the intersection of U.S. Route 13 and U.S. Route 50 and binding upon the north side of Hobbs Road.

WHEREAS the City of Salisbury has received a petition to annex, 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, and being located in the Southeastern quadrant of the intersection of U.S. Route 13 and U.S. Route 50 and binding upon the north of Hobbs Road, said parcel being contiguous to and binding upon the Easterly corporate limit of the City of Salisbury;

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of October 22, 2007, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS it appears that the petition meets all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the north side of Hobbs Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

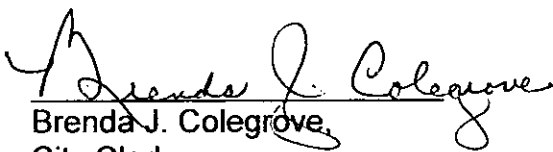
SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

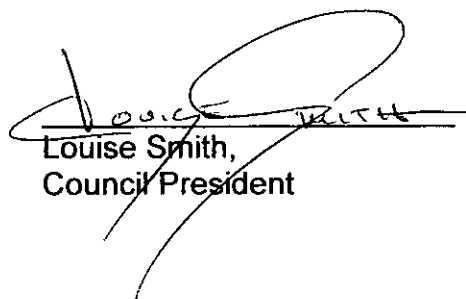
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on October 22, 2007 at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, of the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the

expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 10th day of September, 2007, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 22nd day of October, 2007.


Brenda J. Colegrove,
City Clerk


Louise Smith,
Council President

APPROVED BY ME this 24th day of
October, 2007.


Barrie P. Tilghman,
Mayor of the City of Salisbury

Resolution.Hobbs Road

Exhibit A

HOBBS ROAD – IOTT ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Hobbs Road – Iott Annexation" beginning for the same at a point on the Corporate Limit, said point being near the northeast corner of the lands of Sherry P. Mann and also near the westerly line of the U.S. Route 13 Bypass X 1,218,916.78 Y 197,440.92; thence running North sixty-one degrees fifty-one minutes twenty-nine seconds East (N 61° 51' 29" E) twenty-three decimal seven, six (23.76) feet to a point on the westerly line of the U.S. Route 13 Bypass X 1,218,937.74 Y 197,452.12; thence running generally with the westerly line of said Bypass the five following courses: (1) South thirty-one degrees fifty-seven minutes nineteen seconds East (S 31° 57' 19" E) three hundred and sixteen decimal four, four (316.44) feet to a point X 1,219,105.21 Y 197,183.63; (2) South thirty-one degrees twenty-eight minutes thirty-seven seconds East (S 31° 28' 37" E) eight decimal five, seven (8.57) feet to a point X 1,219,109.69 Y 197,176.33; (3) a simple curve to the right radius five hundred and twelve decimal nine, six (R=512.96) feet three hundred and seventy decimal two, three (370.23) feet to a point X 1,219,134.41 Y 196,814.93; (4) South sixteen degrees forty-five minutes forty-seven seconds West (S 16° 45' 47" W) two hundred and fifty-six decimal three, two (256.32) feet to a point X 1,219,060.48 Y 196,569.50; (5) South fifteen degrees thirty-eight minutes two seconds West (S 15° 38' 02" W) two hundred and eighty-six decimal seven, nine (286.79) feet to a point X 1,218,983.20 Y 196,293.32; thence crossing said Bypass and running South seventy-two degrees twenty-seven minutes twenty-seven seconds East (S 72° 27' 27" E) three hundred decimal one, seven (300.17) feet to a point on the easterly right-of-way line of said Bypass X 1,219,269.41 Y 196,202.85; thence leaving said right-of-way line of said Bypass and running with the lands of Hobbs Road Development LLC the two following courses: (1) South seventy-four degrees twenty-one minutes fifty-seven seconds East (S 74° 21' 57" E) fifty-four decimal zero, zero (54.00) feet to a point X 1,219,321.41 Y 196,188.30; (2) South thirty-eight degrees thirty-six minutes fifty-one seconds East (S 38° 36' 51" E) fourteen decimal nine, one (14.91) feet to a point on the northwesterly right-of-way line of Hobbs Road X 1,219,330.71 Y 196,176.65; thence running generally with the northwesterly right-of-way line of the said Hobbs Road the four following courses: (1) North fifty-one degrees eleven minutes fifty-six seconds East (N 51° 11' 56" E) one thousand one hundred and two decimal seven, five (1,102.75) feet to a point X 1,220,190.11 Y 196,867.65; (2) North thirty-eight degrees fifty-seven minutes thirty-four seconds West (N 38° 57' 34" W) twenty-three decimal five, zero (23.50) feet to a point X 1,220,175.34 Y 196,885.92; (3) North fifty-one degrees eleven minutes fifty-five seconds East (N 51° 11' 55" E) one thousand two hundred and twelve decimal six, eight (1,212.68) feet to a point X 1,221,120.41 Y 197,645.82; (4) a simple curve to the right radius five thousand five hundred and seventy-eight decimal seven, five (R=5,578.75) feet one hundred and fifty decimal four, six (150.46) feet to a point at the northeast corner of the lands of Hobbs Road Development LLC X 1,221,238.92 Y 197,738.51; thence running by and with said lands the six following courses: (1) North thirty-eight degrees forty-nine minutes seven seconds West (N 38° 49' 07" W) ninety-eight decimal three, five (98.35) feet to a point X 1,221,177.27 Y 197,815.13; (2) North forty-nine degrees sixteen minutes fifty-two seconds West (N 49° 16' 52" W) six hundred and fifty-eight decimal one, nine (658.19) feet to a point X 1,220,678.42 Y 198,244.50; (3) South eighty-nine degrees fifty-seven minutes forty seconds West (S 89° 57' 40" W) one hundred and

sixty-eight decimal five, zero (168.50) feet to a point X 1,220,509.92 Y 198,244.39; (4) South eighty-two degrees nine minutes fifty seconds West (S 82° 09' 50" W) one hundred and eleven decimal eight, five (111.85) feet to a point X 1,220,399.11 Y 198,229.14; (5) North sixty-two degrees thirty-three minutes eighteen seconds West (N 62° 33' 18" W) two hundred and twenty-seven decimal five, four (227.54) feet to a point X 1,220,197.18 Y 198,334.01; (6) North sixty-two degrees thirty-nine minutes seventeen seconds West (N 62° 39' 17" W) eighty decimal five, one (80.51) feet to a point on the easterly right-of-way line of the U.S. Route 13 Bypass X 1,220,125.67 Y 198,370.99; thence crossing the said Bypass and running North seventy-four degrees twenty-six minutes fifty-nine seconds West (N 74° 26' 59" W) one thousand forty-one decimal eight, six (1,041.86) feet to a point on the Corporate Limit X 1,219,121.94 Y 198,650.30; thence running by and with the Corporate Limit the two following courses: (1) South fifteen degrees fourteen minutes twenty-five seconds West (S 15° 14' 25" W) one thousand one hundred and ten decimal eight, eight (1,110.88) feet to a point X 1,218,829.93 Y 197,578.49; (2) South thirty-two degrees fifteen minutes fifty-three seconds East (S 32° 15' 53" E) one hundred and sixty-two decimal six, nine (162.69) feet to the point of beginning and containing 74.917 acres, all of which are the lands of Hobbs Road Development LLC and a portion of the U.S. Route 13 Bypass. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit B**REPORT OF ANNEXATION PLAN***for the***HOBBS ROAD – CROSSROADS ANNEXATION****TO THE CITY OF SALISBURY**

August 28, 2007

This Annexation Plan was prepared pursuant to the year 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. This Annexation Plan and the annexation it addresses are consistent with the City of Salisbury's adopted comprehensive plan, the Metro Core Plan. The following are milestones in the public review and consideration of the proposed Hobbs Road-Crossroads Annexation.

- At a work session on June 4, 2007, the Salisbury City Council reviewed the annexation request and decided to proceed with development of an annexation resolution and negotiation of an annexation agreement.
- On August 9, 2007, the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for Regional Commercial zoning of the Property upon annexation.
- At a Salisbury City Council work session on August 20, 2007, the City Council reviewed a draft annexation agreement and concept development plan. The City Administrator directed that an Annexation Plan and resolution packet be prepared and submitted to the City Council for consideration.
- At a Salisbury City Council meeting on September 10, 2007, the City Council reviewed the annexation resolution, annexation agreement, and this Annexation Plan and directed that a public hearing date be established. The Council directed that the Annexation Plan be forwarded to the Maryland Department of Planning and Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

Hobbs Road Development, LLC.

1.2 Location

The area to be annexed consists of two parts. The first, referred to herein as, "the Property" is located as follows: the easterly side of the City of Salisbury, between the Salisbury Bypass and Hobbs Road. Tax Map #39, Parcels #618 & 729; Grid #15.

The second part consists of the adjacent State highway right-of-way which provides a contiguous connection to the municipal boundary.

Attachment A shows the entire area to be annexed.

1.3 Property Description

Attachment A-1 shows the survey of the Property. The Hobbs Road - Crossroads Annexation area consists of two parcels containing 38.81 acres of land. The Property is currently undeveloped farm field that contains no structures and is bisected by the exit ramp from the Salisbury Bypass to Hobbs Road.

1.4 Existing Zoning

The zoning of properties in the County in the vicinity of the Property is shown on Attachment A-2. The zoning of properties in the City in the vicinity of the Property is shown on Attachment A-3.

The Property is now zoned in the County as C-3 Regional Commercial and is part of the County Regional Commercial District that includes the adjacent Shorebirds stadium. The area also includes a Light Business and Institutional District across Hobbs Road. In this district are several residences, Salisbury School, Salisbury Baptist Temple, and a number of businesses and uses along John Deere Drive.

2.0**LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED****2.1 Comprehensive Plan**

The City of Salisbury adopted its current Comprehensive Plan, the Metro Core Plan in 1997. The Plan designates a Metro Core boundary that extends beyond City limits and makes general recommendations for lands both within and outside of the municipal limits. Wicomico County has adopted the Metro Core boundary as part of its Comprehensive Plan. The Property is located within the recommended "Urban Corridor" extending eastward from the City along U.S. Route 50, just beyond the Metro Core boundary. The Metro Core Plan states that future intensive commercial, institutional and employment development in the Metro Core and beyond should be directed to designated Urban Corridor areas as opposed to creating strip commercial areas elsewhere. From the Metro Core Plan, the two stated objectives of the Urban Corridor District are:

- To insure that the arterial corridors leading into Salisbury are vital, attractive, mix use corridors that appeal to pedestrians as well as motorists and enhance the community's image.
- To provide areas for mix-use development at appropriate locations where development can take place according to a master plan concept and access is managed to preserve capacity of arterial highways.

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

2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned as Regional Commercial. This City district permits a variety of large scale commercial uses on 40,000 sq. ft. lots. Permitted uses include convention centers, hotels, medical centers or clinics, theaters, offices, restaurants, and retail department and general merchandise stores. Hospitals, sports arenas and regional shopping centers are permitted by special exception. The proposed zoning is consistent with the existing County Regional Commercial zoning district.

2.3 Proposed Land Use

The Property is proposed for development with a combination of condominium office buildings, retail buildings with cultural/civic space, restaurants, and two hotels with conference/meeting space.

Attachment B-1 shows the concept development plan for the Property. This plan is part of a negotiated annexation agreement between the City and the petitioners. The concept development plan anticipates 241,200 square feet of commercial office floor area, 24,000 square feet of standalone restaurant space, 37,600 square foot of retail shopping center space, and two hotels. The parties, prior to City Council adoption of an annexation resolution, would execute the annexation agreement. The annexation agreement provides that, upon annexation, the Property would be developed in substantial conformance with the concept development plan.

3.0

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

3.1 Roads

The Property will be served by Hobbs Road. Three public road access points along Hobbs Road would be provided. One would be located east of the Bypass off-ramp and two would be located west of the off-ramp.

Specific development related road impacts would be addressed during the City's required development plan review of the project. The City will require a traffic study for the proposed development that includes the impacts of development on all intersections from the Hobbs Road/Mt. Hermon Road intersection to U.S. Route 50. The developer would construct all improvements recommended by the study.

The Developer would design and construct improvements to Hobbs Road, south of the Property as may be required by and to the standards of either or both the City and County Departments of Public Works to resolve traffic safety concerns associated with the current alignment of the road. The Developer would develop the ultimate roadway construction improvements plan and dedicate right-of-way for Hobbs Road for and with the approval by the County and City Public Works Departments. The improvements plan would provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and the developer would construct all improvements along the Hobbs Road property frontage.

3.2 Wastewater Treatment and Water Supply

The County Comprehensive Water and Sewer Plan has been amended to include the Property.

The City's water treatment system, and the Paleo plant, which will directly serve the Property have adequate capacity. The Paleo Water Treatment Plant is located at the intersection of Naylor Mill Road and Scenic Drive and treats groundwater from two wells (Well Nos. 1 and 2). The Paleo Water Treatment Plant has available an annual average daily net excess capacity of approximately 790,084 gallons per day.

The extension of public water and sewer mains at sizes, locations, and depths, subject to City approval, will be required. The existing City public water and sewer lines would be extended from the intersection of Hobbs Road and John Deer Drive to the southwest corner of the Property in utility easements and along public rights-of-way to the Property at developer expense upon development/improvement of the Property.

3.3 Schools

Because the property would be developed in commercial use no impact to schools is anticipated.

3.4 Parks and Recreation

Because the property would be developed in commercial use no impact to parks and recreation facilities is anticipated.

3.5 Fire, E.M., and Rescue Services

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

3.6 Police

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

3.7 Stormwater Management:

The concept development plan provides four stormwater facilities on site and enlargement of the SWM pond located on the adjacent stadium parking area. Detailed plans and calculations will be required for review and approval by the Salisbury Public Works Department

4.0

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

The annexation and proposed development of the Property integrates well with the surrounding land use pattern that is emerging along the U.S. Route 50 east corridor of Salisbury. The area is presently home to general commercial and employment activities and institutional use such as the Arthur Purdue Stadium and the Salisbury-Ocean City-Wicomico Regional Airport. Because the annexation proposes a mix of commercial and employment uses in a master planned setting, it is consistent with and helps implement the Metro Core Plan. The conditions to be placed on annexation and the requirements of City development approval would address road and other area community facility and service impacts.

Being located in the vicinity of the interchange of U.S. Route 50 and the U.S. Route 50 Bypass, the Property is regionally accessible. It is not located within a wellhead protection area and there are no sensitive environmental resources on, or immediately adjacent, to the site. The concept development plan provides a vegetative buffer along the Property's highway frontage to maintain and extend the landscape parkway character of this part of the community.

List of Attachments**A: Annexation Area Location Survey**

Showing the location of the area to be annexed relative to the corporate limits.

A-1: Annexation Survey:

Showing the Property survey boundaries. This exhibit is part of the annexation agreement attendant to the Property.

A-2: Annexation - County Zoning.

Showing the zoning of properties located beyond the corporate limits of Salisbury in Wicomico County in the vicinity of the Property.

A-3: Annexation - City Zoning.

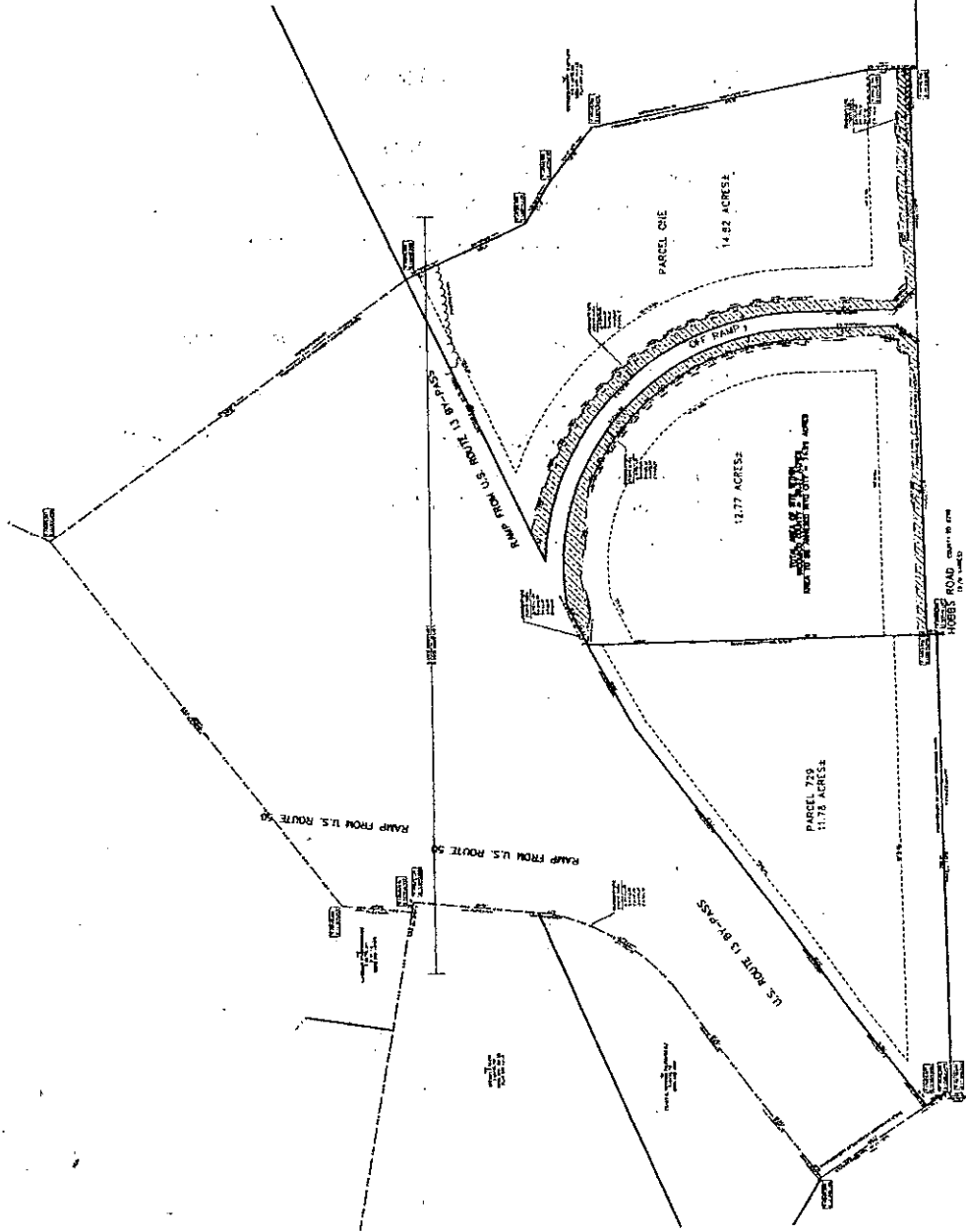
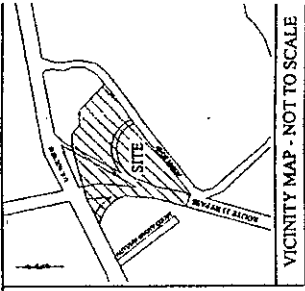
Showing the zoning of properties located in the City of Salisbury in the vicinity of the Property.

B-1. Attachment B-1 - Concept Development Plan.

Showing the proposed conceptual development of the Property: streets, lots, parking, connections to the area road network, etc. This attachment is part of the annexation agreement attendant to the Property.

B-2. Attachment B-2 - Concept Development Plan-Subdivision

Showing the proposed subdivision of the Property along with proposed commercial square footage estimates. This attachment is part of the annexation agreement attendant to the Property.



SHEET INDEX
 SHEET 1 OF 3 -- TITLE SHEET
 SHEET 2 OF 3 -- PARCELS OF
 SHEET 3 OF 3 -- ANNEXATION OF

GENERAL NOTES
 THIS SURVEY WAS PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONVEYANCE OR PRESENTATION TO ARCHITECTURE & ENGINEERING, INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT, AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

NOTE: THIS SURVEY HAS BEEN PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONVEYANCE OR PRESENTATION TO ARCHITECTURE & ENGINEERING, INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT, AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

LEGEND
 --- PROPERTY BOUNDARY
 --- EASEMENT BOUNDARY
 --- EASEMENT BOUNDARY



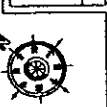
OVERALL AREA SURVEY
 SCALE: 1" = 80'-0"

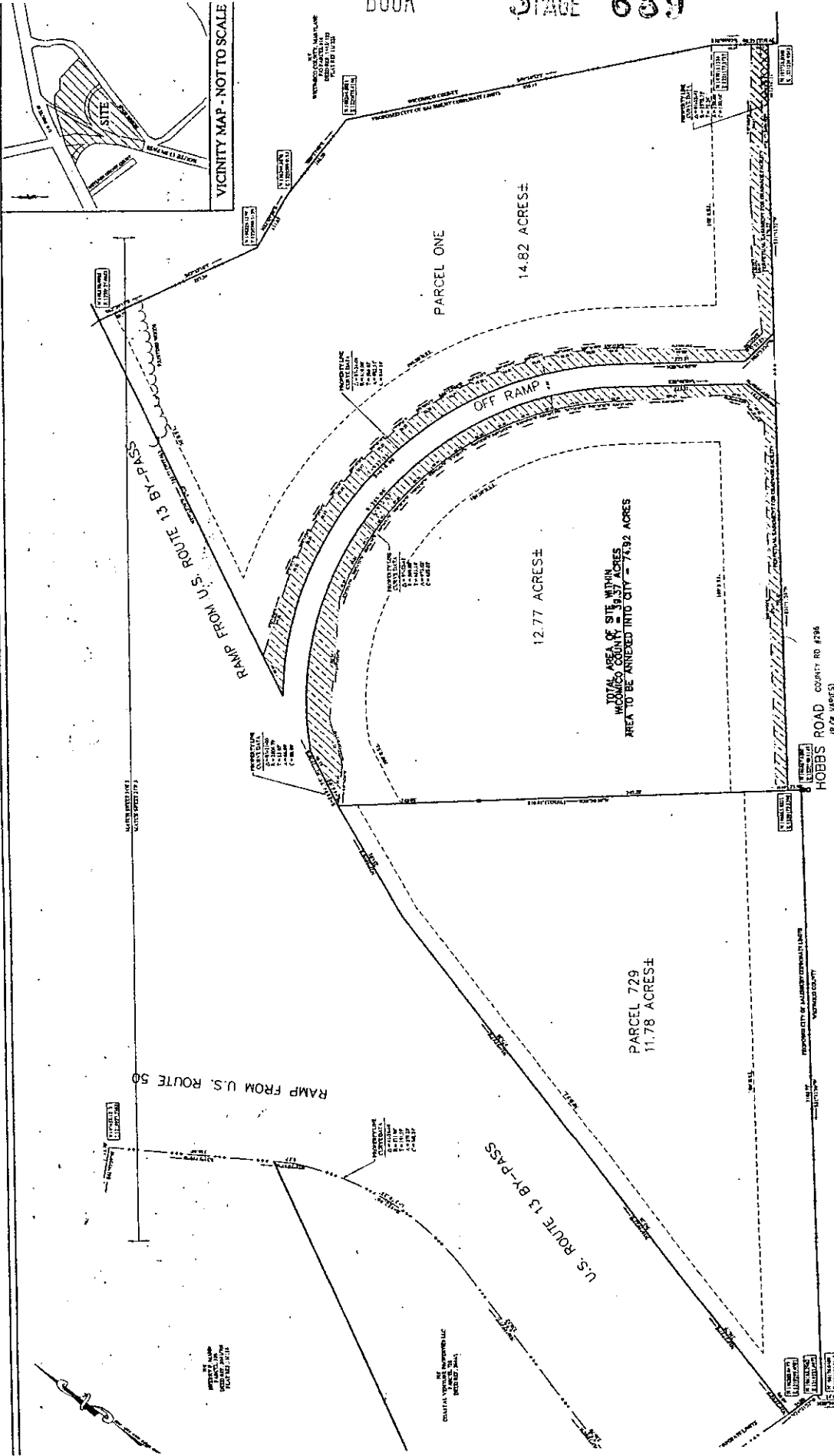
ATTACHMENT A
ANNEXATION AREA LOCATION SURVEY

ANNEXATION PLAN
 FOR
HOBBS ROAD DEVELOPMENT LLC
 PARKER & ASSOCIATES, INC.
 1000 W. GREEN ST., SALISBURY, MD 21780
 PHONE: 410-541-1100
 FAX: 410-541-1101
 WWW.PARKER-ASSOCIATES.COM

DATE	APRIL 14, 2009
PROJECT NO.	09-029-07
CLIENT	HOBBS ROAD DEVELOPMENT LLC
DRAWN BY	J.L.L.
CHECKED BY	J.P.O.
SCALE	AS SHOWN
PROJECT	ANNEXATION PLAN
SHEET NO.	101

The CrossRoads
 at Salisbury
 OVERALL AREA SURVEY





ATTACHMENT A

ANNEXATION AREA LOCATION SURVEY



The CrossRoads at Salisbury
OVERALL AREA SURVEY

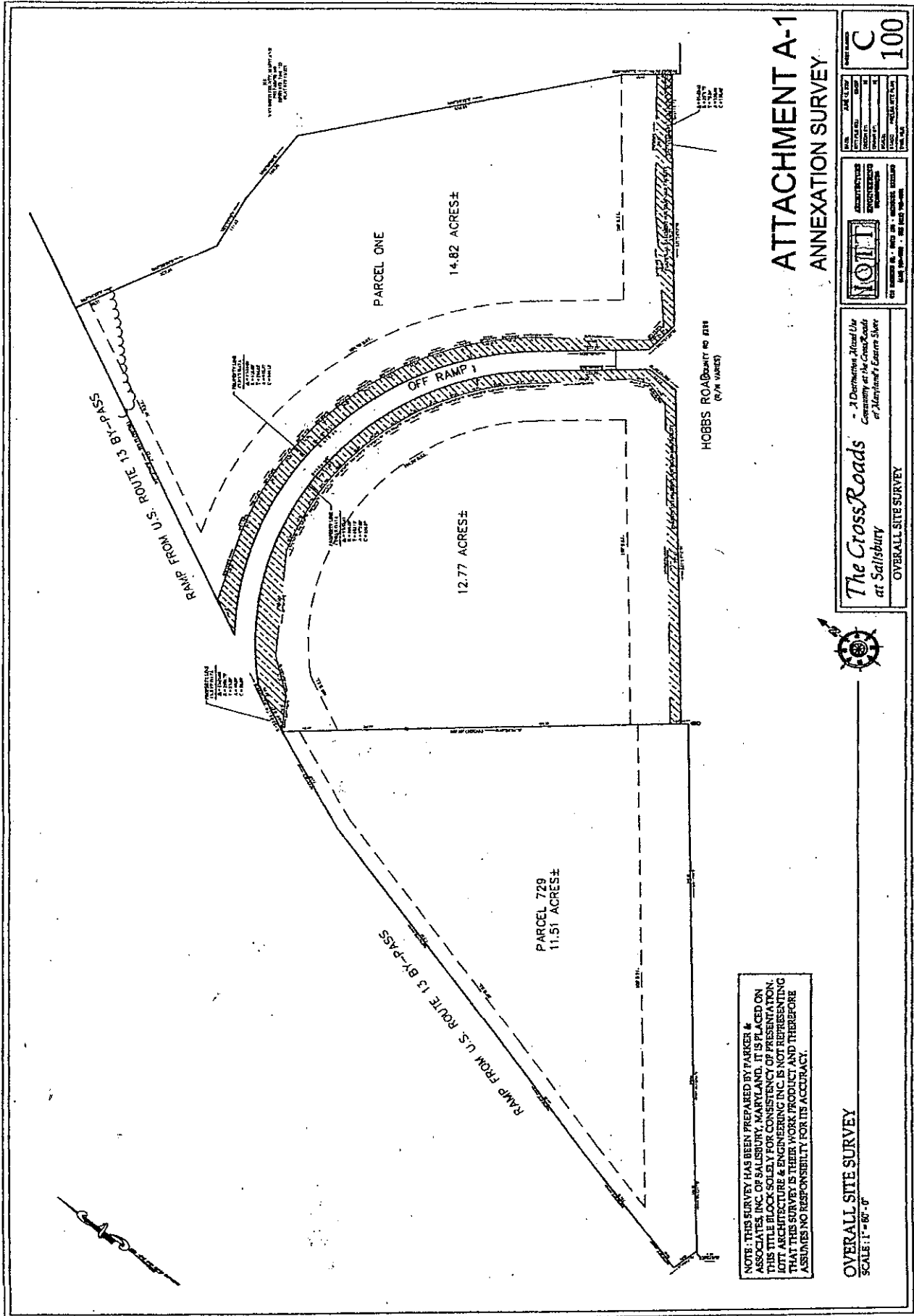
- A Distinction Awarded Use Continuity at the CrossRoads of Maryland's Eastern Shore

DATE	JUNE 15, 2011
PROJECT NO.	102
SCALE	1" = 80'-0"
PROJECT	ANNEXATION AREA SURVEY
PREPARED BY	THE CROSSROADS AT SALISBURY
CHECKED BY	THE CROSSROADS AT SALISBURY
DATE	JUNE 15, 2011

NOTE: THIS SURVEY HAS BEEN PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONSISTENCY OF PRESENTATION. KOTT ARCHITECTURE & ENGINEERING INC IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

OVERALL AREA SURVEY
SCALE: 1" = 80'-0"





ATTACHMENT A-1 ANNEXATION SURVEY

SCALE: 1" = 80' 0"

DATE	10/15/11
PROJECT	ANNEXATION SURVEY
CLIENT	THE CROSSROADS COMPANY
PROJECT NO.	100
DATE	10/15/11
PROJECT	ANNEXATION SURVEY
CLIENT	THE CROSSROADS COMPANY
PROJECT NO.	100

The CrossRoads
at Salisbury

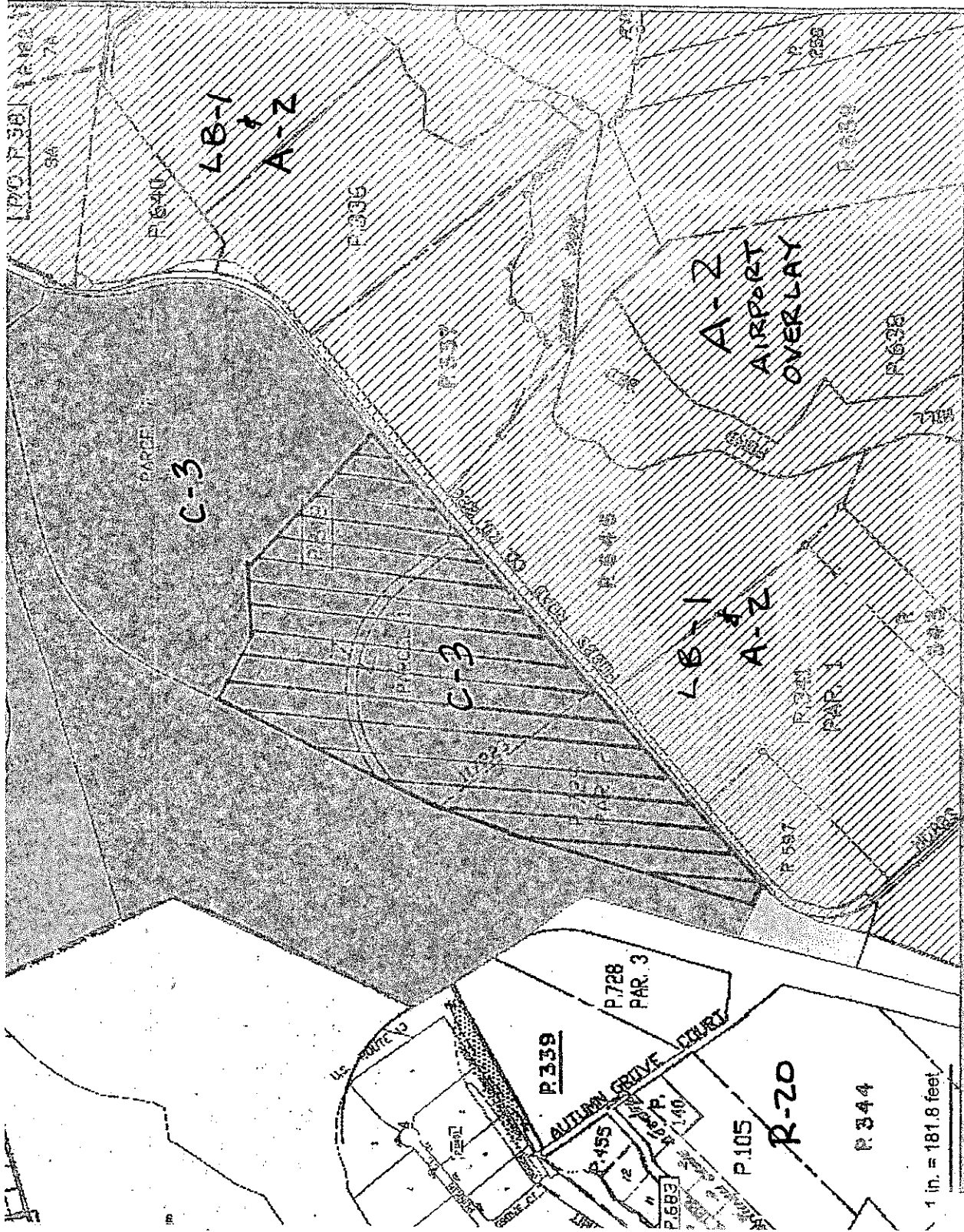
OVERALL SITE SURVEY

NOTICE: A Discretion Award Like Company at The CrossRoads of Maryland's Current State

NOTE: THIS SURVEY HAS BEEN PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONSISTENCY OF PRESENTATION. JOTT ARCHITECTURE & ENGINEERING INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

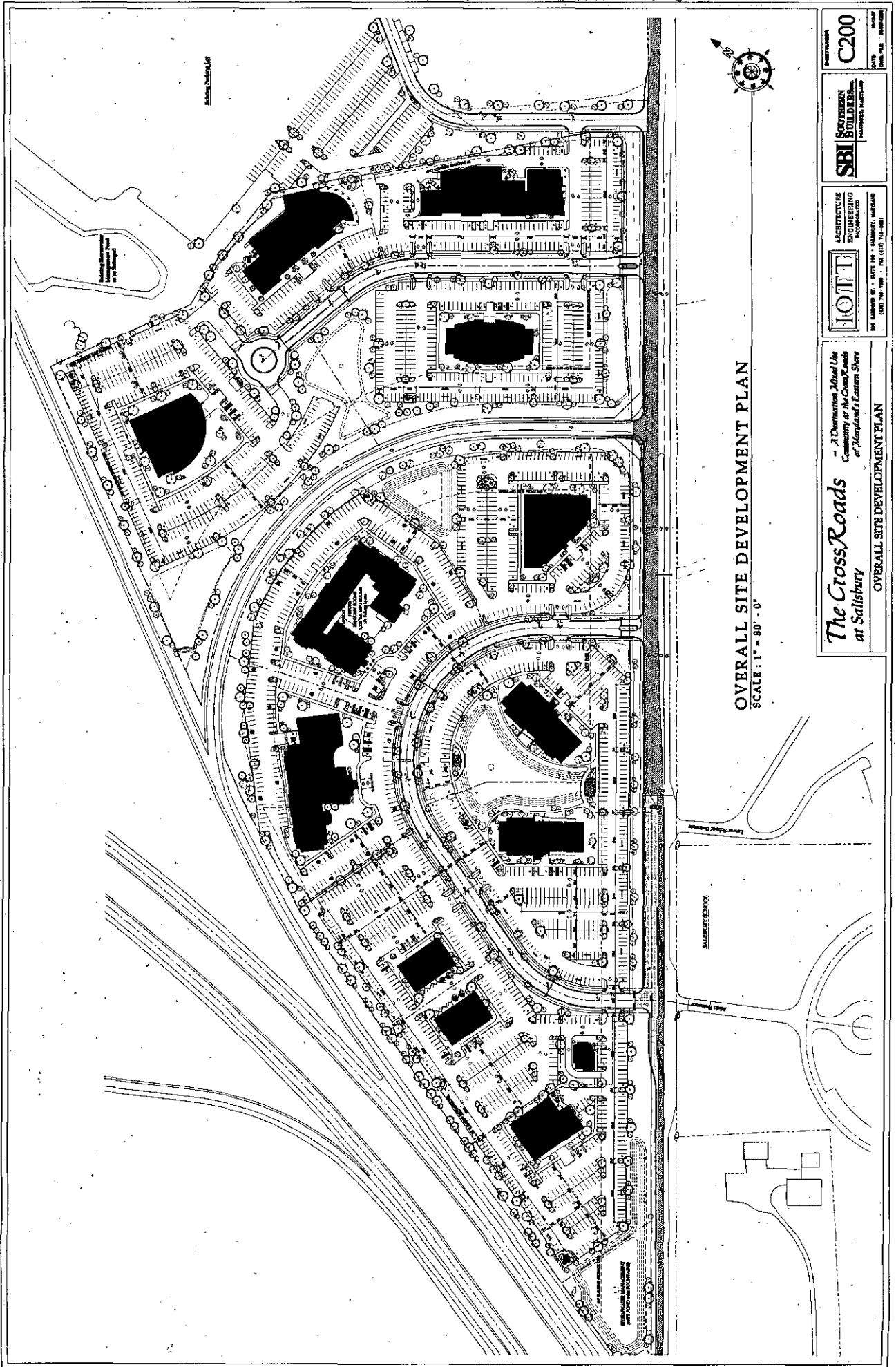
OVERALL SITE SURVEY
SCALE: 1" = 80' 0"

- 8000 ft turn radius
- Airport Overlay
- Water
- Historic Districts
- Critical Area
- County Zoning
- Agricultural - Rural
- Airport Business Park
- Conserved Industrial
- Debris
- Fruitland
- General Commercial
- Heavy Industrial
- Hebron
- Light Business & Institutional
- Light Business & Residential
- Light Industrial
- Maricopa Springs
- Paradise
- R - 20 Educational / Cultural
- Regional Commercial
- Residential R-15
- Residential R-20
- Residential R-30
- Residential R-8
- Stucco
- Secret Commercial
- Sharpshorn
- Town Transition
- Village Conservation
- Willards
- County Background
- 1247.018
- 25551.504
- Background

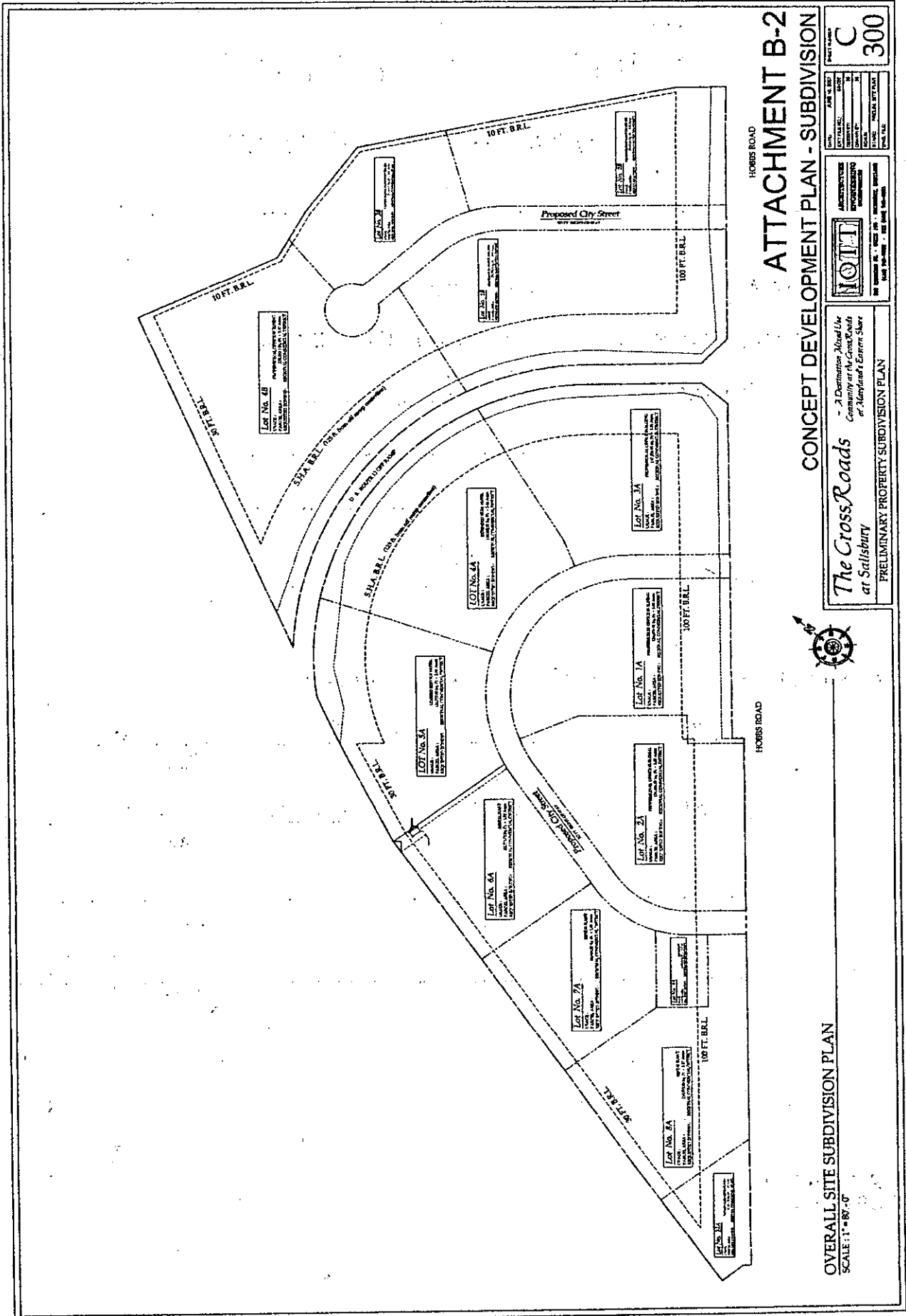


Crossroads Annexation - County zoning

1 in. = 181.8 feet



ATTACHMENT B-1



ATTACHMENT B-2
CONCEPT DEVELOPMENT PLAN - SUBDIVISION

DATE:	APR 14, 2011
BY:	ARCHITECTURE
PROJECT NAME:	C
SCALE:	300



The CrossRoads
 at Sallisbury
 PRELIMINARY PROPERTY SUBDIVISION PLAN



OVERALL SITE SUBDIVISION PLAN
 SCALE: 1" = 80'-0"

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) # 729

Map # 39

SIGNATURE(S) FOR HUBBS ROAD DEVELOPMENT LLC

[Signature], MEMBER

11.14.06
Date

[Signature], MEMBER

11/14/06
Date

Date

Date

CITY OF SALISBURY

PETITION FOR ANNEXATION

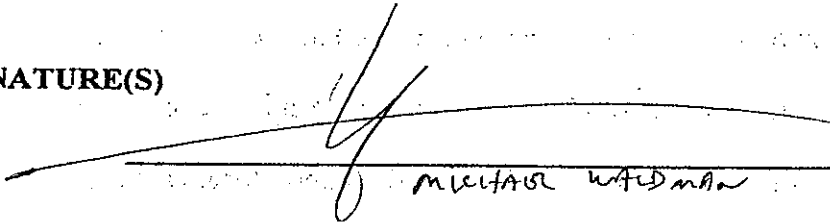
To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 618

Map # 39

SIGNATURE(S)


MICHAEL WATDMAN

8/28/07
Date

Date

Date

Date

City of Salisbury



JOHN F. JACOBS III, P.E.
DIRECTOR

NEWELL W. MESSICK III, P.E.
DEPUTY DIRECTOR

MARYLAND
DEPARTMENT OF PUBLIC WORKS

GOVERNMENT OFFICE BLDG.
125 N. DIVISION STREET
SALISBURY, MARYLAND 21801-4940
Tel.: (410) 548-3170
Fax: (410) 548-3107

CERTIFICATION

HOBBS ROAD - IOTT 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.

W. Clay Hall
Surveyor

Date: 8/28/07

Hobbs Road Certif..ann

City
Resolution
+
Ordinance
Records

Received for Record DEC 11 2007 and
recorded in the Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 674-698
Mad A. Brown Clerk

~~DRAFT~~ *JP*

ANNEXATION AGREEMENT

Hobbs Road Annexation

THIS AGREEMENT is made this 17th day of OCTOBER, 2007 by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Hobbs Road Development, LLC (hereinafter, "the Developer") with its principal place of business at 1229 Mt. Hermon Rd, Salisbury, MD. 21804

RECITALS

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

WHEREAS, the Developer desires to construct upon the Property a combination of condominium office buildings, retail buildings with cultural/civic space, restaurants and coffee shops, and two hotels with conference/meeting space; and

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

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

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

M Send to:
Hickory Environmental Consulting
212 East Main St.
Suite 219
Salisbury, MD

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

A. The City supports the Developer's general plan of development for the Property as set forth in the Concept Development Plan attached hereto as Attachments B-1 and B-2.

B. The City represents that it favors the development of the Property as represented and depicted in the Concept Development Plan, and will support the development as represented and depicted on the foregoing Concept Development Plan.

C. The City guarantees, covenants and warrants that it will not set any policy, position, or course of action which is specifically and solely detrimental to the development of the property or that is inconsistent with the Concept Development Plan and other applicable regulations and standards.

D. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Developer's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

E. The City acknowledges that the Developer has been induced to enter into this Agreement in part upon the City's representations that the City has and will have adequate capacity in its water and wastewater treatment facilities to provide service to the development contemplated by this Agreement upon the Property.

2. WARRANTIES AND REPRESENTATIONS OF THE DEVELOPER:

A. This Agreement constitutes the formal written consent to annexation by the Developer as required by Article 23A, Section 19(b). The Developer acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Developer further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Developer warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner(s) of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

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

3. **APPLICATION OF CITY CODE AND CHARTER**

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

4. **MUNICIPAL SERVICES**

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will provide all applicable municipal services to the Property to the extent that the necessary public facilities exist to provide such services.

5. **CITY BOUNDARY MARKERS**

The Developer will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period.

6. **DEVELOPMENT CONSIDERATIONS:**

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

B. The Developer and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the Concept Development Plan shown as Attachments B-1 and B-2.

C. Contribution to Area Improvement: The Developer and City agree that where area-wide needs are present or reasonably foreseen, an annexation should help meet those needs. The Developer therefore agrees to the payment of a development assessment to the City in the total amount of \$205,318; payment of which is understood by the parties to be intended for use by the City in its sole discretion for the betterment of the general area surrounding the Property. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County, and any assessments that may be required to be paid under paragraph D of this section. The total amount required by this paragraph shall be payable by the Developer to the City in the increments shown below within seven days of the transfer of ownership of each lot which will be created through subdivision of the Property. Where development of a lot proceeds without transfer of ownership, the Developer shall have paid the fee prior to obtaining a building permit. The lots listed below are shown on the Concept Development Plan, Attachment B-2.

Schedule of Contributions to Area Improvement

Phase	Lot	Fee
Phase 1		
	Lot 1A	\$12,092
	Lot 2A	\$8,189
	Lot 3A	\$14,723
	Lot 4A	\$8,991
	Lot 5A	\$7,475
	Lot 6A	\$10,036
	Lot 7A	\$9,566
	Lot 8A	\$12,284
	Lot 9A	\$2,666
	Lot 10A	\$0
Phase 2		
	Lot 1B	\$27,739
	Lot 2Bi	\$8,440
	Lot 2Bii	\$8,880
	Lot 2Biii	\$22,000
	Lot 3B	\$14,113
	Lot 4B	\$38,124
	Total	\$205,318

D. **Payments in Lieu of Impact Fees:** The Developer and City acknowledge that the City is in the process of considering for adoption an impact fee ordinance that would require individual building projects in the City to pay an impact fee upon issuance of a building permit. The Developer and City agree that as a condition of annexation, each building project on the annexation parcel will pay an amount equal to and in lieu of any City impact fee that may be in place at time of building permit approval for the purpose of mitigating the impacts of the project to capital facilities including those that may be specified in the City's impact fee ordinance. This annexation capital assessment will be paid at the time of building permit issuance for each new building on the Property and will be credited on a one-to-one basis against any impact that would otherwise be imposed.

E. **Re-investment in Existing Neighborhoods:** The Developer agrees to pay a development assessment to the City of \$248,000 in the increments shown below prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County, and any assessments that may be required to be paid under paragraph D of this section. The proposed lots are shown on Attachment B-2.

Schedule of Contributions to Existing Neighborhoods

Phase	Lot	Fee
Phase 1	Lot 1A	\$12,000
	Lot 2A	\$12,000
	Lot 3A	\$20,000
	Lot 4A	\$12,000
	Lot 5A	\$20,000
	Lot 6A	\$12,000
	Lot 7A	\$12,000
	Lot 8A	\$12,000
	Lot 9A	\$6,000
	Lot 10A	\$0
Phase 2	Lot 1B	\$20,000
	Lot 2Bi	\$20,000
	Lot 2Bii	\$20,000
	Lot 2Biii	\$20,000
	Lot 3B	\$20,000
	Lot 4B	\$30,000
	Total	\$248,000

F. Contribution to Housing Affordability-Workforce/Affordable Housing: The Developer agrees to pay a development assessment computed on the basis of gross square footage of new building floor area on the Property. The development assessment is understood by the parties to be intended for use in meeting workforce/affordable housing needs in the City of Salisbury and/or promoting the implementation of a workforce housing program which the City may initiate. The Developer agrees to contribute the funds for each lot (shown on Attachment B-2) prior to the issuance of building permits for each lot, according to the schedule below, to one or more independent non-profit agencies whose mission includes serving the affordable housing needs of City residents. The City Administrator shall provide a list of such agencies to the Developer and the Developer shall provide proof of such payments being made to the City Administrator. Should the City establish a program to promote workforce housing, any unpaid assessments, shall, at the sole discretion of the City, become payable to the City.

Schedule of Per Square Foot Assessments: Affordable Housing

Phase	Lot	Fee/Gross Sq.Ft.
Phase 1		
	Lot 1A	\$0.20
	Lot 2A	\$0.20
	Lot 3A	\$0.20
	Lot 4A	\$0.15
	Lot 5A	\$0.15
	Lot 6A	\$0.30
	Lot 7A	\$0.30
	Lot 8A	\$0.30
	Lot 9A	\$0.30
	Lot 10A	\$0.00
Phase 2		
	Lot 1B	\$0.20
	Lot 2Bi	\$0.30
	Lot 2Bii	\$0.30
	Lot 2Biii	\$0.25
	Lot 3B	\$0.25
	Lot 4B	\$0.20

G. The City and Developer acknowledge that the Concept Development Plan for the Property calls for the development of a building for cultural or institutional purposes on Lot 3B, of approximately 7,200 gross square feet of floor area. The Developer agrees that should this component of Lot 3B instead be developed as a commercial use, the square footage of the use will be added to the total for Lot 3B and be assessed at a rate of \$0.25 per gross square foot of floor area and the Developer shall pay this added assessment as provided for in Paragraph F above.

H. Escalation of Development Assessments: The per-lot and per gross square footage assessments set forth in paragraphs C, E, and F are subject to adjustment to reflect inflation. As provided in paragraphs C, E, and F, the assessments are organized into two phases according to the general development phasing anticipated by the Developer. Beginning October 1, 2012 the per-lot or per square footage assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of October, for any Phase 1 assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics. The same escalation methodology shall be applied to any Phase 2 assessment not paid as of October 1, 2017.

I. Community / Environmental Design: The City and Developer agree that the Developer will be eligible upon written request to the City Administrator to forgo payment of \$110,000 in required per lot assessments under paragraph E above if within one year of obtaining a certificate of occupancy for the office building proposed for Lot 1B or Lot 4B (as shown on Attachment B), Developer has obtained "LEED Silver Certification for New Construction" for at least one of those buildings. LEED for New Construction and Major Renovations is a green building rating system that was designed by the U.S. Green Building Council (USGBC) to guide and distinguish high-performance commercial and institutional projects, with a focus on office buildings. Proof of certification shall be provided to the City Administrator within one year of the City's issuance of a certificate of occupancy. The City and Developer agree that the Property should be planned and designed as a model of thoughtful planning and energy efficiency. The City encourages the Developer to strive to obtain LEED certification for as many buildings as possible on the Property and the Developer agrees specifically to the following:

- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. The streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.
- The stormwater management system will be designed with an emphasis on stormwater infiltration, bio-retention and open channel conveyance, with as little conventional piped conveyance as possible. Using this approach, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner. This will allow the stormwater management ponds to be "wet ponds" that will become habitat for plants, birds, and fish as well as be attractive design elements.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The multi-story buildings shall be constructed using cast-in-place concrete structural systems. The Developer agrees that the concrete will be manufactured at a state of the art concrete plant located eight miles from the project site. As a result, shipping and transportation requirements for major building elements will be significantly reduced when compared to alternative building systems such as steel frame or pre-cast concrete.

- The HVAC systems in the buildings shall be high-efficiency units. Air conditioning compressors will be 13 SEER, minimum. Where possible, high-efficiency gas fired units will be used for heating.
- Water-saving plumbing fixtures shall be used in all buildings on the Property. Motion sensor faucets and flush valves shall be used in the office buildings and the restaurants.
- Building finish materials that have high recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used in the hotels and the office buildings.
- The office buildings will be clad with energy-efficient glass curtain wall. The glass will be selected to provide a balance between day-lighting (to minimized artificial lighting requirements) and energy efficiency.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

J. The Developer agrees to design and construct improvements to Hobbs Road, south of the Property as may be required by and to the standards of either or both the City and County Departments of Public Works to resolve traffic safety concerns associated with the current alignment of the road and to enter into a Public Works Agreement with the City and/or County to effectuate that improvement. The Developer further agrees to develop the ultimate roadway construction improvements plan and right-of-way for Hobbs Road for approval by the County and City Public Works Departments. The Plan shall provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and construct all improvements along the Hobbs Road property frontage.

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

8. **RECORD PLAT:**

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

9. **MISCELLANEOUS:**

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

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

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

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

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

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

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Developer without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Developer

will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Developer shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

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

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

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

John Pick, City Administrator

IF TO THE CITY: 125 North Division Street, Salisbury, MD 21801
 Paul Wilber, City Attorney

WITH A COPY TO: 1165 Broad St. P.O. Box 910, Salisbury, MD 21803
 Hobbs Rd development LLC

IF TO THE DEVELOPER: c/o Southern Builders Inc.
 P.O. Box 3692 Salisbury, MD 21802-3692

WITH A COPY TO: Hobbs Rd. development LLC
 c/o Southern Builders Inc.
 P.O. Box 3692, Salisbury, MD 21802-3692

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

WITNESS:

Stephanie Colegrove

THE CITY OF Salisbury, MARYLAND

By: Barrett Wilburn

WITNESS/ATTEST:

Vanessa Jones

OWNER:

HOBBS ROAD DEVELOPMENT, LLC

By: [Signature]
DAVID J. HANKINS
MANAGING MEMBER

APPROVED AS TO FORM:

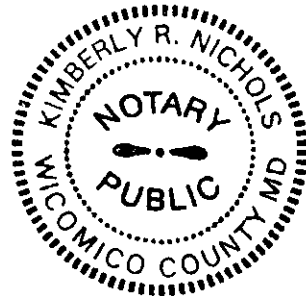
[Signature], City Attorney

STATE OF MARYLAND
COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 24th day of October, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Barrie P. Tilghman, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Kimberly R. Nichols (SEAL)
Notary Public

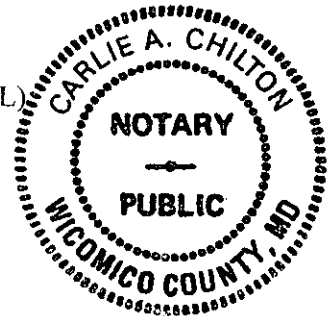


My Commission Expires: 10-18-09

I HEREBY CERTIFY, that on this 17th day of October, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared David Harkins, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Hobbs Road Development, L.L.C., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Carrie A. Chilton (SEAL)
Notary Public



My Commission Expires: 4-24-11

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

[Signature], City Attorney

Received for Record NOV 27 2007 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B.

No. 2870 Folios 291 - 302

Mark J. Brown Clerk



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Amanda Rodriguez, City Planner *AR*
Date: November 26, 2024
Re: Annexation Request- Old Quantico Road

Attached is the referenced annexation request package for the December 16, 2024 City Council Work Session. The properties are located on the northeast side of Old Quantico Road (north of Nanticoke Road) and are bound by the Wicomico River at the rear property lines. The combined area of the two parcels totals 1.966 +/- acres. The properties requesting annexation are currently improved with single-family dwellings.

Due to the failing septic systems on these parcels and the close proximity of available City water and sewer services, the property owners are requesting annexation into the City to improve the site's current infrastructure. These parcels are identified as Medium Density Residential per the future land use map in the City's Comprehensive Plan, and the applicant is requesting these parcels be zoned R-5A upon annexation, indicating the owner's intent to have these properties maintain residential use.

Unless you or the Mayor has further questions, please forward a copy of this memo and the attached items to the City Council for consideration.

July 15, 2024

City of Salisbury
Department of Infrastructure & Development
125 N. Division St., #202
Salisbury, MD 21801

Attn: Ms. Amanda Rodriguez, City Planner

Re: Annexation Request
TM: 37, Grid: 12, Parcels 34 & 35
DBF # 4280A002.A01

*Ring W. Lardner, P.E.
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA, LEED GA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

Dear Ms. Rodriguez:

On behalf of the owners Quantico Company, LLC, we are hereby submitting an Annexation Request to the City of Salisbury for the consideration of City Council to annex two parcels located within the jurisdiction of Wicomico County on the north side of Nanticoke Road (State Rt 349), and the associated right-of-way for Parsons Road and Old Quantico Road (County Rd 815) to serve these parcels. The total area proposed to be annexed is 1.966 +/- Acres.

Due to the failing septic systems on these parcels and the close proximity of available City water and sewer services, the property owners are requesting annexation into the City to improve the site's current infrastructure. These parcels are identified as Medium Density Residential per the future land use map in the City's Comprehensive Plan. The owners are requesting a zoning designation of R-5A. If you have any questions please let me know.

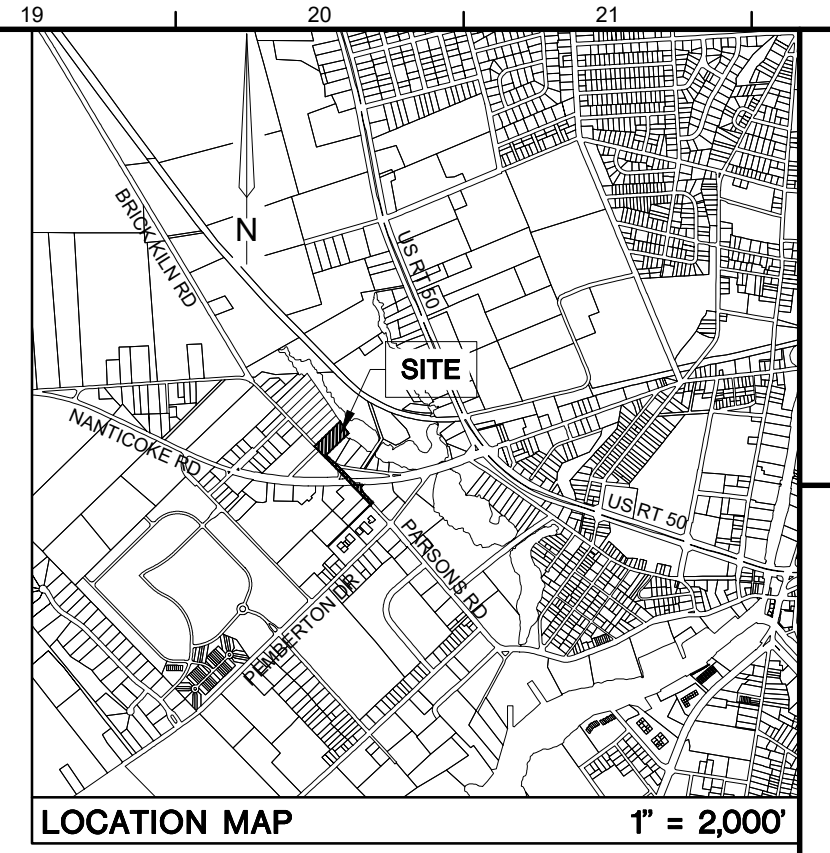
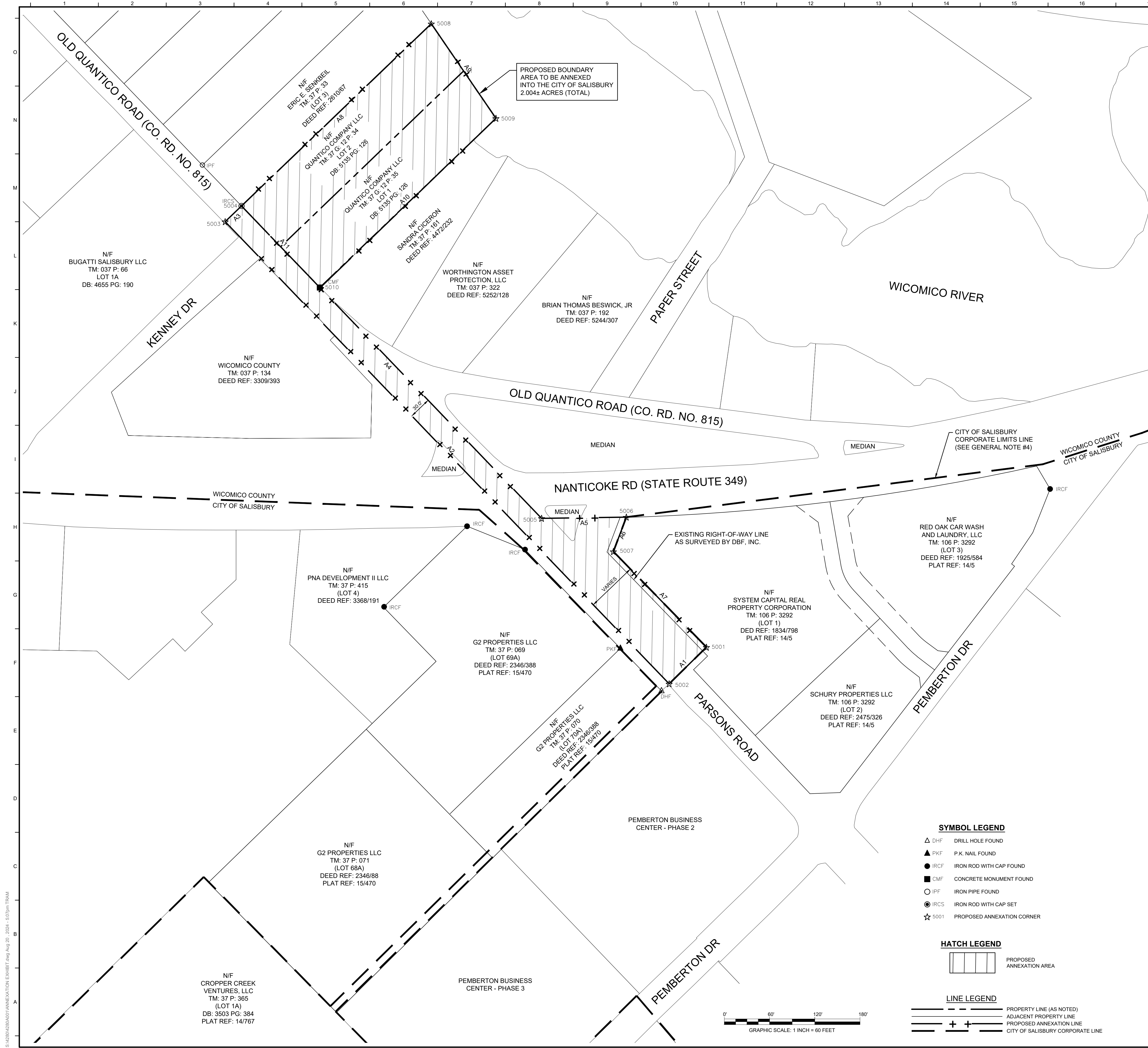
Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Timothy M. Metzner, RLA, LEED AP ND
Associate / Sr. Landscape Architect

TMM

P:\4280\4280A001.A01 - Old Quantico Rd Townhouses\SUBMIT\City of Salisbury\2024-07-10 - Annexation Plan\Project Description.docx



PURPOSE STATEMENT:
 THE PURPOSE OF THIS DRAWING IS TO PROPOSE PARCELS 34, 35 AND A PORTION OF OLD QUANTICO ROAD (CO. RD. NO. 815), NANTICOKE ROAD (STATE ROUTE 349) AND PARSONS ROAD (WICOMICO COUNTY TAX MAP 37) TO BE ANNEXED IN TO THE CITY OF SALISBURY CORPORATE LIMITS AS SHOWN HEREON.

- GENERAL NOTES:**
- OWNER OF RECORD:
 PARCELS 34 & 35
 QUANTICO COMPANY, LLC
 2027 HUNTWOOD DRIVE
 GAMBRIELLS, MD. 21054
 DEED REF: 6135/126
 PLAT REF: JCK 140/91
 - WICOMICO COUNTY TAX MAP NO. 37
 - ADJOINING PLAT REF: AS NOTED
 - CITY OF SALISBURY CORPORATE LINE SHOWN FROM CAD FILE SUPPLIED BY CITY OF SALISBURY SURVEYING DEPARTMENT.

AREA CALCULATIONS:

PARCEL AREAS (34 & 35)
 TOTAL = 1.159± AC.

PIO PARCEL 3292 (LOT 1)
 TOTAL = 0.037± AC.

ROAD AREAS:
 TOTAL = 0.808± AC.

TOTAL AREA = 2.004± AC.

CITY OF SALISBURY
 INFRASTRUCTURE & DEVELOPMENT

BY: _____
 DATE: _____

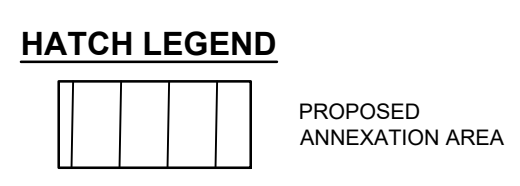
COORDINATE TABLE

Point	Northing	Easting
5001	258498.595	1708480.502
5002	258450.009	1708431.060
5003	259063.145	1707842.060
5004	259083.928	1707863.694
5005	258669.518	1708261.791
5006	258671.175	1708374.262
5007	258625.505	1708357.082
5008	259325.704	1708115.500
5009	259200.212	1708201.265
5010	258975.642	1707968.164

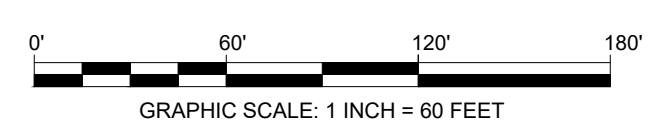
ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
A1	S 45°30'21" W	69.32'
A2	N 43°50'59" W	850.21'
A3	N 46°09'01" E	30.00'
A4	S 43°50'59" E	574.64'
A5	N 89°09'21" E	112.48'
A6	S 20°36'55" W	48.79'
A7	S 44°12'05" E	177.03'
A8	N 46°09'51" E	349.09'
A9	S 34°20'59" E	152.00'
A10	S 46°04'04" W	323.68'
A11	N 43°58'21" W	150.47'

- SYMBOL LEGEND**
- △ DHF DRILL HOLE FOUND
 - ▲ PKF P.K. NAIL FOUND
 - IRCF IRON ROD WITH CAP FOUND
 - CMF CONCRETE MONUMENT FOUND
 - IPF IRON PIPE FOUND
 - ⊙ IRC5 IRON ROD WITH CAP SET
 - ☆ 5001 PROPOSED ANNEXATION CORNER



- LINE LEGEND**
- PROPERTY LINE (AS NOTED)
 - ADJACENT PROPERTY LINE
 - - - PROPOSED ANNEXATION LINE
 - CITY OF SALISBURY CORPORATE LINE



DAVIS BOWEN & FRIEDEL, INC.
 ARCHITECTS - ENGINEERS - SURVEYORS
 MILFORD, DELAWARE SALISBURY, MARYLAND
 410.343.9791
 410.343.9744

ANNEXATION PLAN
 of the Lands of
QUANTICO COMPANY, LLC
 OLD QUANTICO ROAD (CO. RD. NO. 815)
 SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MD.

COMMENTS

DATE	ADJUST ANNEXATION LINE PER CITY
08/20/24	

Date: JUNE 2024
 Scale: 1"=60'
 Dwn By: MLT
 Proj No.: 4280A001

S:\4280A001\ANNEXATION EXHIBIT Aug 20 2024 - 5:07pm TRAM

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City of Salisbury

To: Andy Kitzrow, City Administrator
From: Amanda Rodriguez, City Planner *AR*
Date: November 22, 2024
Re: Text Amendment- City of Salisbury Zoning Code, Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte

Parker and Associates, on behalf of the owner, has submitted a request to amend Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte to change the allowable residential uses, and to allow for increased density in the final phase of the PRD.

The first proposed amendment is to Ch 17.150.050.A.7- Parcel H. The allowable residential use for Parcel H as it reads today is for townhouses.

The construction of The Villas, comprised of “townhouse style triplexes”, which are technically apartments by definition, was approved by the Planning Commission for Parcel H in 2023 without a Text Amendment. The remainder of Parcel H is the last phase of the PRD to be developed and is proposed to be an additional 63 townhouse style apartments known as The Hamlets. The applicant proposes to delete the word “Townhouses” from Parcel H, and have the code read “Residential”. This deletion would both allow for the construction of the Hamlets, as well as bring the Villas into compliance.

The second proposal is to amend 17.150.050.A.7.b to increase the density for Parcel H from 5.5 units per acre to 6.0 units per acre. Per the developer’s site plan for the Hamlets, the combined density of the 299 approved townhouse style apartments from the Villas and the 63 proposed units for the Hamlets would be 362 total units. Parcel H is 60.89 acres total, meaning the proposed density would be equal to 5.95 units per acre for this final phase of the PRD.

The proposed text amendments were reviewed by the City Attorney and received a favorable recommendation from the Planning Commission following a public hearing on November 21, 2024.

Should there be no further questions, please forward a copy of this memo and the attached materials to City Council for their review.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.150.050A.7. OF THE SALISBURY CITY CODE TO DELETE THE WORD “TOWNHOUSES” FROM THE CATEGORY OF USES PERMITTED IN PARCEL H OF PLANNED RESIDENTIAL DISTRICT NO. 7 (THE VILLAGES AT AYDELOTTE FARM), AND INCREASE DENSITY TO 6.0 UNITS PER ACRE

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City of Salisbury Municipal Code (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 Section 17.228.020;

WHEREAS, the uses permitted in Parcel H of Planned Residential District No. 7 – The Villages at Aydelotte Farm are limited to only townhouses, with a maximum density of 5.5 units per acre. The inclusion of all residential dwellings, as defined in Section 17.04.120, would provide additional, but still substantially similar, use options in in the zoning district, with a minor increase of the overall density of the parcel;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Section 17.150.050A.7. of the Salisbury City Code to permit all residential units in the parcel;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending Chapter 17.150;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on November 21, 2024;

WHEREAS, at the conclusion of its November 21, 2024 meeting, the Planning Commission recommended, by a vote of 7-0, that the amendments to Section 17.150.050A.7. of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendments to Section 17.150.050A.7. of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 17 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 17.150.050 of the Salisbury City Code, entitled “Development standards” shall be amended as follows:

17.150.050 Development standards.

A. Individual Parcel Standards.

- 43 1. Parcel A—Residential Alternative Uses.
- 44 a. Minimum land area: eight acres.
- 45 b. Setbacks shall be not less than:
- 46 i. Street: twenty-five (25) feet;
- 47 ii. PRD perimeter: thirty (30) feet;
- 48 iii. 100-year flood plain: ten feet;
- 49 iv. Adjoining NE metro core collector road: fifty (50) feet.
- 50 c. Height: thirty-five (35) feet maximum.
- 51 d. Parking: in accordance with the requirements of chapter 17.220.
- 52 e. Residential standards alternative: the same as Parcel B.
- 53 2. Parcel B—Residential.
- 54 a. Minimum land area: six acres.
- 55 b. Density: not to exceed seven units/acre.
- 56 c. Height: thirty-five (35) feet maximum.
- 57 d. Setbacks shall be not less than:
- 58 i. Street: thirty (30) feet;
- 59 ii. Side: ten feet;
- 60 iii. Rear: twenty-five (25) feet;
- 61 iv. PRD perimeter: thirty (30) feet;
- 62 v. 100-year flood plain: ten feet;
- 63 vi. Adjoining NE metro core collector road: fifty (50) feet.
- 64 e. Parking: 1.8 spaces per unit minimum.
- 65 3. Parcel C—Residential—Single-family Detached.
- 66 a. Minimum land area: eighteen (18) acres.
- 67 b. Density: not to exceed three units/acre.
- 68 c. Height: thirty-five (35) feet maximum.
- 69 d. Setbacks shall be not less than:
- 70 i. Street: thirty (30) feet;
- 71 ii. Side: ten feet;
- 72 iii. Rear: twenty-five (25) feet;
- 73 iv. 100-year floodplain: ten feet.
- 74 e. Lot area: ten thousand (10,000) square feet minimum.
- 75 f. Lot width: Interior lots: seventy (70) feet minimum;
- 76 Corner lots: eighty-five (85) feet minimum.
- 77 g. Parking: two spaces per unit minimum.
- 78 4. Parcels D and E—Neighborhood Business.
- 79 a. Minimum land area: one acre.
- 80 b. Density: not to exceed:
- 81 i. Neighborhood business: thirty thousand (30,000) square feet gross floor area.
- 82 c. Height: forty (40) feet maximum.
- 83 d. Distance between buildings: thirty (30) feet minimum.
- 84 e. Setbacks shall be not less than:
- 85 i. Street: twenty-five (25) feet;
- 86 ii. Side: twenty-five (25) feet.
- 87 f. Parking: 17.150.050

- 88 i. Neighborhood business: a minimum of one space per three hundred (300) square feet of floor area
89 used for such uses.
- 90 5. Parcel F—Residential (Condominium).
- 91 a. Minimum land area: seven acres.
92 b. Density: not to exceed ten units/acre.
93 c. Height: fifty-five (55) feet maximum.
94 d. Distance between buildings: thirty (30) feet minimum.
95 e. Setbacks shall be not less than:
96 i. Street: thirty (30) feet;
97 ii. Side: ten feet;
98 iii. Rear: twenty-five (25) feet;
99 iv. Adjoining NE metro core collector road: fifty (50) feet.
100 f. Parking: 1.8 spaces per unit minimum.
- 101 6. Parcel G—Residential (Condominium).
- 102 a. Minimum land area: seven acres.
103 b. Density: not to exceed ten units/acre.
104 c. Height: fifty-five (55) feet maximum.
105 d. Distance between buildings: thirty (30) feet minimum.
106 e. Setbacks shall be not less than:
107 i. Street: twenty-five (25) feet;
108 ii. Side: ten feet;
109 iii. 100-year floodplain: ten feet;
110 iv. Adjoining NE metro core collector road: fifty (50) feet.
111 f. Parking: 1.8 spaces per unit minimum.
- 112 7. Parcel H—Residential (~~Townhouses~~).
- 113 a. Minimum land area: thirty (30) acres.
114 b. Density: not to exceed ~~5.5~~ **6.0** units/acre.
115 c. Height: thirty-five (35) feet maximum.
116 d. Setbacks shall be not less than:
117 i. Street: thirty (30) feet;
118 ii. Side: ten feet;
119 iii. Rear: twenty-five (25) feet;
120 iv. 100-year floodplain: ten feet.
121 e. Parking: 1.8 spaces per unit minimum.
- 122 8. Parcel I—Residential (Townhouses).
- 123 a. Minimum land area: thirty (30) acres.
124 b. Density: not to exceed 5.5 units/acre.
125 c. Height: thirty-five (35) feet maximum.
126 d. Setbacks shall be not less than:
127 i. Street: thirty (30) feet;
128 ii. Side: ten feet;
129 iii. Rear: twenty-five (25) feet.
130 e. Parking: 1.8 spaces per unit minimum.
- 131 9. Parcel J—Residential—Single-family Detached.
- 132 a. Minimum land area: eight acres.
133 b. Density: not to exceed three units/acre.

- 134 c. Height: thirty-five (35) feet maximum.
135 d. Setbacks shall be not less than:
136 i. Street: thirty (30) feet;
137 ii. Side: ten feet;
138 iii. Rear: twenty-five (25) feet;
139 iv. 100-year floodplain: ten feet.
140 e. Lot area: ten thousand (10,000) square feet minimum.
141 f. Lot width: Interior lots: seventy (70) feet minimum;
142 Corner lots: eighty-five (85) feet minimum.
143 g. Parking: two spaces per unit minimum.
144 10. Parcel L—Residential.
145 a. Minimum land area: seven acres.
146 b. Density: not to exceed nine units/acre.
147 c. Height: thirty-five (35) feet maximum.
148 d. Distance between buildings: thirty (30) feet minimum.
149 e. Setbacks shall be not less than:
150 i. Front: twenty-five (25) feet;
151 ii. Side: ten feet;
152 iii. Rear: twenty-five (25) feet.
153 f. Parking: 1.8 spaces per unit minimum.
154 B. Building Entrance Location. All entrances to apartment buildings shall be no greater than eighty (80) feet from
155 a parking lot. Fire hydrants shall be installed as required by city policy.
156 C. Landscaping. A detailed landscaping plan shall be submitted with each phase of the development. Landscaping
157 shall generally be in accordance with the revised preliminary development plan—as approved by the planning
158 commission dated May 10, 2005.
159 D. Open Space. Open space shall be provided as shown on the revised preliminary development plan dated May
160 10, 2005. Details of open space, use, access, and development areas shall be shown on final development plans
161 for each phase of development.
162 E. Architectural Elevations. Architectural elevations for each building shall be submitted with final development
163 plans for each phase of development.
164 F. Subdivision Plat, Community Association, and Condominium Documents. A final subdivision plat shall be
165 submitted with final development plans for each parcel. The overall villages at Aydelotte Farm Community
166 Association documents regarding maintenance of open space identified, revised preliminary development plan
167 dated May 10, 2005 shall be approved by the planning commission and recorded with the final subdivision plat
168 for the first parcel of development. Individual condominium and homeowner's association documents shall be
169 approved by the planning commission and recorded for each parcel of development.
170 G. Signs. Signs shall be in accordance with Sections 17.216.060, 17.216.070 and 17.216.140 of this title.
171 H. Accessory Buildings and Structures.
172 1. No part of any accessory building or structure shall be located closer than five feet to a rear, side, or
173 floodplain line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to
174 the curblineline of an abutting street.
175 2. No accessory building shall occupy more than fifty (50) percent of a required rear or side yard on a single-
176 family residential lot.

177 3. A swimming pool may be located in the side or rear yard no closer than twenty-five (25) feet to a street
178 right-of-way. The combined total lot coverage of a swimming pool and all accessory buildings and
179 structures shall not exceed seventy-five (75) percent of the required rear yard or side yard area.

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

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

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

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

191 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
192

193 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
194 held on the _____ day of _____, 2024 and thereafter, a statement of the substance of the Ordinance having
195 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
196 _____ day of _____, 2024.

197
198 **ATTEST:**

199
200 _____
201 **Julie A. English, City Clerk**

200 _____
201 **D'Shawn M. Doughty, City Council President**

202
203
204 Approved by me, this _____ day of _____, 2024.
205
206

207 _____
208 **Randolph J. Taylor, Mayor**
209
210



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

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

July 9, 2024

City of Salisbury
Department of Infrastructure and Development
125 N. Division St
Salisbury, Maryland 21801

ATTN: Henry Eure
Deputy Director
RE: The Villas and Hamlets at Aydelotte
Text Amendment Request

Dear Henry:

In accordance with the City of Salisbury's Zoning Code, Chapter 17.228.020, I would like to respectfully request a text amendment to the City's zoning code. More specifically, I would like to request an amendment to Chapter 17.150.050.A.7. This chapter of zoning code provides the development standards for "Planned Residential District No.7- The Villages at Aydelotte Farm". Please refer to the attachment to this letter for the changes herein requested. Specifically, we are respectfully requesting two changes to this zoning section, both pertaining to the development requirements for Parcel H.

First, by amending Section 7 of the code, we seek to expand the permitted types of dwelling units permitted within the parcel, as opposed to allowing just townhouses. Currently, the only residential style that is permitted by the zoning code for this parcel is just townhouses. Thing is, the Villas of Aydelotte has already been approved within this parcel and the infrastructure for this project has already been constructed. Although the unit style proposed by the Villas is townhouse style triplexes, they are technically apartments, by definition. So, in this regard, this change is somewhat of a housekeeping measure. Furthermore, the Hamlets project that is currently proposed also is comprised of "Townhouse style apartments". By amending this section as requested, it will also allow the approval of this new and final section of the project.

Secondly, we are also proposing the Hamlets, which is a newly proposed extension of the development project into the only remaining area within this parcel's boundaries that is suitable for development. This final phase of the Villages at Aydelotte Farm will close out the development of the project. It provides an additional 63 "townhouse style apartment" units to the project. Looking at the currently adopted density for Parcel H, which is 5.5 units per acre, it is just slightly less than that which is needed to facilitate this final phase of the project. Therefore, we are also respectfully requesting the minor amendment to the density as well. We are proposing to change section 7b to permit a density of 6.0 units /acre

This requested density has been computed as follows:

299 units approved/partially constructed at the Villas

+63 units at the Hamlets

362 total units proposed.

Parcel H area = 60.89 acres

Proposed density of Parcel H = 5 .95 units/acre – 6.0 units per acre requested

As mentioned, this text amendment is part housekeeping and part facilitative insomuch that it will clean up the approvals for the Villas as well as allow the developer to complete the development of Parcel H the Aydelotte Farm. On the main portion of the project, there will be no more future development as the hamlets will close out the development of Parcel H within the project, should this text amendment be approved.

I sincerely appreciate your time and your guidance in this matter. If I can be of any further service to you whatsoever, please just let me know how. Otherwise, I will anxiously await your direction.

Have a nice day.

Sincerely,

A handwritten signature in black ink, appearing to read 'BEP', with a long horizontal line extending to the right.

Brock E Parker, PE, RLS
Parker & Associates Inc.
528 Riverside Drive
Salisbury, MD 21801
Office: 410-749-1023
Fax: 410-749-1012

Chapter 17.150 - PLANNED RESIDENTIAL DISTRICT NO. 7—THE VILLAGES AT AYDELOTTE FARM

AS PROPOSED FOR TEXT AMENDMENT (2 TOTAL AMENDMENTS)

17.150.010 - Purpose.

- A. The purpose of planned residential district No. 7 is to provide for the development of the villages at Aydelotte Farm with a planned community consisting of a variety of housing types and minor neighborhood service uses located in harmony with the natural features of the site. The development is designed to preserve natural wooded slope areas along two on-site streams, to preserve non-tidal wetlands areas, and to provide planned open space and recreation.
- B. The development further provides right-of-way for and is further designed to accommodate a major collector road that is included in the northeast metro core development management plan and identified as the northeast collector.
- C. The following regulations have been designed to carry out these purposes and are further implemented on the amended development standards plan May 10, 2005 as approved by the mayor and city council.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.020 - Area of reclassification.

The area to be rezoned as planned residential district No. 7—the villages at Aydelotte Farm, consists of one hundred seventy-five (175) acres of land, more or less, located at the northerly terminus of existing Aydelotte Road and also on the north side of Middle Neck Drive Extended, Peggy Branch, west side of Parkhurst Manor and Kathleen's Delight subdivisions, south side of Nottingham Woods subdivision, and Gordy Road Extended and east side of Middle Neck Branch; the same being shown on the revised preliminary subdivision plat prepared by Parker and associates dated May 10, 2005.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.030 - Permitted uses.

Permitted uses shall be as follows:

- A. Apartment and condominium buildings, townhouses, cluster developments, in accordance with chapter 17.176 of this title;
- B. Dwellings, one and two-family; patio dwellings;
- C. Neighborhood business uses, as set forth in chapter 17.32 of this title;
- D.

Park and playground, public and private;

- E. Other uses as permitted in an R-10 residential district as listed in chapter 17.156 of this title.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.040 - Accessory uses and structures.

- A. Residential accessory uses, as set forth in Chapters 17.156 and 17.160 of this title;
- B. Uses and structures clearly incidental or customary to, associated with any permitted use.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.050 - Development standards.

A. Individual Parcel Standards.

1. Parcel A—Residential Alternative Uses.

- a. Minimum land area: eight acres.
- b. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;
 - ii. PRD perimeter: thirty (30) feet;
 - iii. 100-year flood plain: ten feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
- c. Height: thirty-five (35) feet maximum.
- d. Parking: in accordance with the requirements of chapter 17.220.
- e. Residential standards alternative: the same as Parcel B.

2. Parcel B—Residential.

- a. Minimum land area: six acres.
- b. Density: not to exceed seven units/acre.
- c. Height: thirty-five (35) feet maximum.
- d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. PRD perimeter: thirty (30) feet;
 - v. 100-year flood plain: ten feet;

- vi. Adjoining NE metro core collector road: fifty (50) feet.
 - e. Parking: 1.8 spaces per unit minimum.
 3. Parcel C—Residential—Single-family Detached.
 - a. Minimum land area: eighteen (18) acres.
 - b. Density: not to exceed three units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.
 - e. Lot area: ten thousand (10,000) square feet minimum.
 - f. Lot width: Interior lots: seventy (70) feet minimum;
Corner lots: eighty-five (85) feet minimum.
 - g. Parking: two spaces per unit minimum.
 4. Parcels D and E—Neighborhood Business.
 - a. Minimum land area: one acre.
 - b. Density: not to exceed:
 - i. Neighborhood business: thirty thousand (30,000) square feet gross floor area.
 - c. Height: forty (40) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;
 - ii. Side: twenty-five (25) feet.
 - f. Parking: 17.150.050
 - i. Neighborhood business: a minimum of one space per three hundred (300) square feet of floor area used for such uses.
 5. Parcel F—Residential (Condominium).
 - a. Minimum land area: seven acres.
 - b. Density: not to exceed ten units/acre.
 - c. Height: fifty-five (55) feet maximum.
 - d.

Distance between buildings: thirty (30) feet minimum.

- e. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
 - f. Parking: 1.8 spaces per unit minimum.
6. Parcel G—Residential (Condominium).
- a. Minimum land area: seven acres.
 - b. Density: not to exceed ten units/acre.
 - c. Height: fifty-five (55) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;
 - ii. Side: ten feet;
 - iii. 100-year floodplain: ten feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
 - f. Parking: 1.8 spaces per unit minimum.
7. Parcel H—Residential (~~Townhouses~~);
- a. Minimum land area: thirty (30) acres.
 - b. Density: not to exceed ~~5.5~~ units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.
 - e. Parking: 1.8 spaces per unit minimum.
8. Parcel I—Residential (Townhouses).
- a. Minimum land area: thirty (30) acres.
 - b. Density: not to exceed 5.5 units/acre.
 - c. Height: thirty-five (35) feet maximum.

1. Delete "(Townhouses)"

2. Delete "5.5" and replace with "6.0"

- d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet.
 - e. Parking: 1.8 spaces per unit minimum.
9. Parcel J—Residential—Single-family Detached.
- a. Minimum land area: eight acres.
 - b. Density: not to exceed three units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.
 - e. Lot area: ten thousand (10,000) square feet minimum.
 - f. Lot width: Interior lots: seventy (70) feet minimum;
Corner lots: eighty-five (85) feet minimum.
 - g. Parking: two spaces per unit minimum.
10. Parcel L—Residential.
- a. Minimum land area: seven acres.
 - b. Density: not to exceed nine units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Front: twenty-five (25) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet.
 - f. Parking: 1.8 spaces per unit minimum.
- B. Building Entrance Location. All entrances to apartment buildings shall be no greater than eighty (80) feet from a parking lot. Fire hydrants shall be installed as required by city policy.
- C. Landscaping. A detailed landscaping plan shall be submitted with each phase of the development. Landscaping shall generally be in accordance with the revised preliminary

development plan—as approved by the planning commission dated May 10, 2005.

- D. Open Space. Open space shall be provided as shown on the revised preliminary development plan dated May 10, 2005. Details of open space, use, access, and development areas shall be shown on final development plans for each phase of development.
- E. Architectural Elevations. Architectural elevations for each building shall be submitted with final development plans for each phase of development.
- F. Subdivision Plat, Community Association, and Condominium Documents. A final subdivision plat shall be submitted with final development plans for each parcel. The overall villages at Aydelotte Farm Community Association documents regarding maintenance of open space identified, revised preliminary development plan dated May 10, 2005 shall be approved by the planning commission and recorded with the final subdivision plat for the first parcel of development. Individual condominium and homeowner's association documents shall be approved by the planning commission and recorded for each parcel of development.
- G. Signs. Signs shall be in accordance with Sections 17.216.060, 17.216.070 and 17.216.140 of this title.
- H. Accessory Buildings and Structures.
 - 1. No part of any accessory building or structure shall be located closer than five feet to a rear, side, or floodplain line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to the curbline of an abutting street.
 - 2. No accessory building shall occupy more than fifty (50) percent of a required rear or side yard on a single-family residential lot.
 - 3. A swimming pool may be located in the side or rear yard no closer than twenty-five (25) feet to a street right-of-way. The combined total lot coverage of a swimming pool and all accessory buildings and structures shall not exceed seventy-five (75) percent of the required rear yard or side yard area.

(Ord. 1998, 2006; Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.060 - Street standards.

- A. Streets and temporary access shall be provided as shown on the preliminary subdivision plat dated May 10, 2005 subject to any subsequent modification thereto required by the city council or city department of infrastructure and development.
- B. All streets shall be developed in accordance with standards and profiles required or approved by the city department of infrastructure and development.
- C. Aydelotte Road north of Middle Neck Drive shall be used as an access during Phase I. Additionally, at the commencement of Phase I, the developer will provide an easement, to the

city's benefit, for the extension of Middle Neck Drive. Upon completion of Phase I, the developer will come back to the city council for a decision whether to close Aydelotte Road and/or extend Middle Neck Drive. Any such decisions shall be at an advertised public meeting of the city council.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

(Ord. No. 2459, 10-9-2017)

17.150.070 - Special conditions.

- A. Parkhurst Drive on the east side of the site shall be terminated at the property line of Aydelotte Farm and blocked with a berm or permanent landscaping before construction of Phase I, except that such berm or landscaping shall be in a manner so as to permit access for agricultural-use vehicles until the cessation of agricultural operations or the commencement of construction of Parcel C.
- B. The forty (40) foot private right-of-way (handle) on the east side of the site to Parker Road shall be conveyed to any adjoining property owners willing to accept the additional land by no later than the end of development of Parcel C.
- C. The owners of the site shall provide in fee simple a right-of-way of eighty (80) feet for the public construction of the new major northeast collector road through the site and a sixty (60) foot right-of-way for the extension of Middle Neck Drive to the new collector road.
- D. In the event that Parcel A is not utilized as a public recreation area, the parcel may be developed as residential in accordance with the same standards as Parcel B as defined in Section 17.150.050 of this chapter.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.080 - Amendments.

Amendments to planned development district No. 7 shall be in accordance with the provisions of Section 17.108.090 of the city Code.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.090 - Final development plan.

- A. The revised preliminary comprehensive development plan dated May 10, 2005 as approved by the planning commission, shall be recorded in the land records of Wicomico County. Development of the site shall be in general conformance with these plans.

- B. A final development plan for each parcel of development or any proposed phase of development shall be submitted to and approved by the planning commission in accordance with Section 17.108.100 of this title.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.100 - Control of development after completion.

- A. Specific development of planned residential district No. 7 shall be controlled by the final development plan as approved by the planning commission and any amendment thereto.
- B. Where specific regulations are not addressed in this chapter, all other regulations of Title 17 shall govern. In the event of any conflict between the provisions of this chapter and other provisions of Title 17, the requirements of this chapter shall apply.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)



Infrastructure and Development Staff Report

November 21, 2024

I. BACKGROUND INFORMATION:

Applicant/Owner: Parker and Associates on behalf of The Village at Aydelotte Farm, LLC

Nature of Request: PUBLIC HEARING-Text Amendment to City of Salisbury Zoning Code, Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte

II. SUMMARY OF REQUEST:

Parker and Associates, on behalf of the owner, has submitted a request to amend Chapter 17.150-Planned Residential District No. 7, The Villages at Aydelotte to change the allowable residential uses, and to allow for increased density in the final phase of the PRD.

After a work session at the August 22, 2024 Planning Commission meeting, this request is finalized and before you to make a recommendation to forward onto Salisbury City Council.

III. PROCEDURE:

The City of Salisbury Code Chapter 17.228.020A provides the procedure for amendments to the Zoning Code, as follows:

A. *Planning Commission Review.*

1. *All applications for a zoning code text amendment or a district boundary change shall be made to the planning director, and any such amendment, supplement, modification, change or repeal shall be referred to the Salisbury planning commission for review and recommendation to the city council.*

a. The planning commission shall cause such investigation and study to be made as it deems necessary to prepare a report containing the commission's recommendation to the city council.

b. The commission shall hold a public hearing and shall submit its report and recommendation to the city council within six months of receipt of such application.

c. If the planning commission fails to submit its report and recommendation within six months, any such proposed amendment, supplement, modification or change may be acted upon by the city council without benefit of such report or recommendation.

2. *If there is any change in the request, such as enlargement of land area or change of zoning reclassification requested, after review and recommendation by the planning commission, the*

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



request shall be resubmitted to the planning commission for further review and recommendation prior to the city council's formal action on the request.

3. *The planning commission shall make a recommendation. In the event that no recommendation is made, the commission's indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council.*

IV. PLANNING & ZONING ANALYSIS

The applicant proposes to make two (2) specific changes to this section of the Code. With the creation of PRD No. 7, Aydelotte Farm was divided into 11 parcels, each with their own set of development standards and allowable residential uses. The first proposed amendment is to Ch 17.150.050.A.7- Parcel H. The allowable residential use for Parcel H as it reads today is for townhouses.

The construction of The Villas, comprised of “townhouse style triplexes”, which are technically apartments by definition, was approved by the Planning Commission for Parcel H in 2023 without a Text Amendment. The remainder of Parcel H is the last phase of the PRD to be developed and is proposed to be an additional 63 townhouse style apartments known as The Hamlets. The applicant proposes to delete the word “Townhouses” from Parcel H, and have the code read “Residential” (Attachment 3). This deletion would both allow for the construction of the Hamlets, as well as bring the Villas into compliance.

The second proposal is to amend 17.150.050.A.7.b to increase the density for Parcel H from 5.5 units per acre to 6.0 units per acre. Per the developer’s site plan for the Hamlets, the combined density of the 299 approved townhouse style apartments from the Villas and the 63 proposed units for the Hamlets would be 362 total units. Parcel H is 60.89 acres total, meaning the proposed density would be equal to 5.95 units per acre for this final phase of the PRD. The developer has included all proposed infrastructure on the site plan for the Hamlets, including parking, lighting, and open space.

V. 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 amendments as shown in Attachment 2, based on the findings in the staff report.



City of Salisbury

November 22, 2024

Brock E. Parker, RLS, PE
Parker & Associates Inc.
528 Riverside Drive
Salisbury Maryland 21801

RE: PUBLIC HEARING– TEXT AMENDMENT TO AMEND CHAPTER 17.150- PLANNED RESIDENTIAL DISTRICT NO. 7- THE VILLAGES AT AYDELOTTE FARM – Parker & Associates on behalf of Villages at Salisbury Lake LLC.– Still Meadow Boulevard & Beaglin Park Drive – Planned Residential District No. 7- Villages at Aydelotte Farm– M-0038, G-0006, P-162AA

Dear Mr. Parker,

The Salisbury Planning Commission, at its November 21, 2024 meeting, forwarded a **FAVORABLE** recommendation to City Council for the proposed text amendments to Chapter 17.150, as follows:

- **17.150.050.A.7-Parcel H-** Striking the word “townhouses” and replacing with “residential”
- **17.150.050.A.7.b-Parcel H-** Changing the allowable density from 5.5 units/ acre to 6.0 units/ acre

If you have any questions or concerns regarding this matter, please call our office at 410-548-3170.

Sincerely,

Amanda Rodriguez
City Planner



To: Andy Kitzrow, City Administrator
From: Amanda Rodriguez & Nick Voitiuc, Infrastructure and Development
Date: 12/16/24
Subject: Central Business District Density Text Amendment

Mr. Kitzrow,

In July of 2024, the Department of Infrastructure and Development (DID) received a request for text amendment to the City's zoning code to allow for an increase in the inherent residential density in the Central Business District (CBD) from 40 units per acre to 80 units per acre.

Over the subsequent months DID staff received many comments from the public both for and against the proposed text amendment and weighed them carefully. Staff assessed the alignment of the proposed change with previously approved City Plans. Staff repeatedly hosted the applicant at the DID office to discuss potential development scenarios that could follow in wake of the text amendment's potential approval. And staff efforted to consider the gamut of impacts, both positive and negative, that could ensue were the amendment to pass.

Staff ultimately concluded that while the proposed change would further development in the City's downtown in a way that could have a positive impact on the City, the proposal did not fully consider potential deleterious impacts stemming from the change. As such, Staff recommended that the Planning and Zoning Commission give the proposal an unfavorable recommendation.

The Planning and Zoning Commission heard from staff, from the applicant, and from members of the public in a public hearing in November. The Commission ended the November meeting with a favorable recommendation of the request by a 6-1 vote.

City staff forwards legislation incorporating the text change for the Council's consideration.

- 47 A. Minimum Lot Requirements. All lots hereafter established shall meet the following
48 requirements:
- 49 1. Lot area: five thousand (5,000) square feet;
- 50 2. Lot width: fifty (50) feet.
- 51 B. Setback, Height and Density. The following minimum standards are established as guides
52 for design of development. These standards may be increased or decreased by the planning
53 commission upon review of individual site design in relation to the surrounding properties
54 and development of the CBD as a whole.
- 55 1. Setbacks.
- 56 a. Setbacks shall be as follows:
- 57 i. Setbacks shall be the same as the established setbacks for existing
58 buildings within the same block.
- 59 ii. Where there are minor irregularities in existing setbacks for the
60 same block, any one of the existing setbacks which the planning
61 commission considers most applicable may be used.
- 62 iii. Where there are major irregularities in existing setbacks for the
63 same block, the setback shall be no less than the average of setbacks
64 for existing buildings on either side of the proposed development.
- 65 iv. Where no established building setbacks exist, the setback shall be a
66 minimum of five feet from the back of the sidewalk.
- 67 v. Setbacks from the Wicomico River shall be a minimum of ten feet
68 from the back of the existing or proposed bulkheading line.
- 69 vi. Setbacks from interior lot lines shall be a minimum of ten feet.
- 70 b. Modifications to Setbacks.
- 71 i. During its review of any development requiring a modification to
72 setbacks, the planning commission shall consider the location of
73 buildings on the site relative to safe vehicular movement on existing
74 or proposed streets, light, air and ability of fire or emergency
75 equipment and vehicles to adequately serve the development.
- 76 ii. Special consideration shall be given to the location of landscaped
77 areas and areas of pedestrian movement to assure coordination of
78 landscaping and freedom and safety of pedestrian movement.
- 79 iii. The planning commission may increase or decrease setbacks
80 wherever a rearrangement of buildings on the site will aid in
81 achieving a continuous link of development with freedom and
82 encouragement of pedestrian movement from one development to
83 another.
- 84 2. Density.
- 85 a. Floor area for commercial or other uses shall not be used when computing
86 density for dwelling units.
- 87 b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
- 88 c. Increased density shall require a special exception from the Board of
89 Appeals. In addition to consideration of the criteria required by Section
90 17.232.020, the board shall consider the criteria set forth in subsection
91 (B)(4) of this section.

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- 3. Height.
 - a. The height of all buildings or structures shall not exceed seventy-five (75) feet.
 - b. Increased height shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
- 4. Criteria for Increased Height and/or Density.
 - a. When acting upon a request for either increased height or density, the Board of Appeals shall consider any or all of the following criteria as may apply to the type of development proposed:
 - i. Recommendation from the planning commission;
 - ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed;
 - iii. The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city;
 - iv. The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole;
 - v. Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings;
 - vi. Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity;
 - vii. Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants;
 - viii. The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.
 - b. The board may solicit any expert review and advice to assist it in making a decision on the request for increased height and/or density.
- C. Open Space and Landscaping.
 - 1. Landscaped open space shall be provided wherever possible to attract development and provide a pleasing environment to conduct business, trade, civic and cultural affairs and improve the appearance of downtown.
 - 2. Wherever possible, landscaped open space areas shall be provided adjoining the landscaped open space area on an adjoining parcel. Landscaping for both areas shall be coordinated so as to give the appearance of one continuous landscaped area.

- 136 3. Development adjoining the Wicomico River shall provide public open space
- 137 easements as required in the urban river plan or other adopted plans and shall provide
- 138 open space and landscaped areas coordinated with existing open space and
- 139 landscaped areas developed by the city.

- 140 D. Parking. Parking shall be provided in accordance with chapter 17.196, except where
- 141 governed by established parking tax district regulations.

- 142 E. Building and Development Restrictions.
- 143 1. Drive-in window service uses shall provide a reservoir of five spaces on site for each
- 144 drive-in window or stall.
- 145 2. Access driveways crossing sidewalks to private parking areas shall be reduced or
- 146 eliminated where it is determined that alternative or unified points of access are
- 147 available resulting in less traffic congestion and pedestrian interference.
- 148 3. Common loading and unloading areas serving more than one business shall be
- 149 encouraged where possible.
- 150 4. Entrance to loading and unloading areas shall be located at the rear of the building
- 151 where possible. Where a business abuts more than one street, this entrance shall be
- 152 on the street with the least amount of traffic.
- 153 5. Outside storage of materials or parts shall be prohibited, except that outside storage
- 154 of service and delivery vehicles used in operation of a business within the CBD shall
- 155 be permitted.

- 156 ~~E~~ **F.** Signs. Signs shall be in accordance with chapter 17.216.

156 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**

157 **SALISBURY, MARYLAND, as follows:**

160 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this

161 Ordinance shall be deemed independent of all other provisions herein.

162 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,

163 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise

164 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,

165 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be

166 deemed valid and enforceable.

167 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such

168 recitals were specifically set forth at length in this Section 4.

169 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

170 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury

171 held on the _____ day of _____, 2025 and thereafter, a statement of the substance of the Ordinance having

172 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the

173 _____ day of _____, 2025

174 **ATTEST:**

175 _____

176 **Julie A. English, City Clerk**

177 _____

178 **D'Shawn M. Doughty, City Council President**

180 Approved by me, this _____ day of _____, 2025.

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185

186

Randolph J. Taylor, Mayor



Infrastructure and Development Staff Report

November 21, 2024

Public Hearing – Text Amendment – To amend Title 17, Zoning, Section 17.24.040B.2.b. entitled “Density”

I. BACKGROUND INFORMATION:

Applicant/Owner: Michael P. Sullivan on behalf of Salisbury Town Center Apartments, LLC
Nature of Request: Text Amendment to City of Salisbury Zoning Code, Chapter 17.24- Central Business District

II. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall forward a recommendation within six (6) months of receipt of the application to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval to code text amendments.

III. SUMMARY OF REQUEST:

Mr. Sullivan, on behalf of the owner, has submitted a request to amend Chapter 17.24.040B.2.b Central Business District to increase the inherent density in the Central Business District (CBD) from forty (40) units per acre to eighty (80) units per acre as follows with amendment in bold:

2. Density
 - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
 - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
 - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.

A copy of the request and a draft of the proposed ordinance is included. **(Attachments 1 & 2)**

IV. DISCUSSION:

The City of Salisbury Code Chapter 17.228.020A provides the procedure for amendments to the Zoning Code, as follows:



City of Salisbury

A. *Planning Commission Review.*

1. *All applications for a zoning code text amendment or a district boundary change shall be made to the planning director, and any such amendment, supplement, modification, change or repeal shall be referred to the Salisbury planning commission for review and recommendation to the city council.*

a. The planning commission shall cause such investigation and study to be made as it deems necessary to prepare a report containing the commission's recommendation to the city council.

b. The commission shall hold a public hearing and shall submit its report and recommendation to the city council within six months of receipt of such application.

c. If the planning commission fails to submit its report and recommendation within six months, any such proposed amendment, supplement, modification or change may be acted upon by the city council without benefit of such report or recommendation.

2. *If there is any change in the request, such as enlargement of land area or change of zoning reclassification requested, after review and recommendation by the planning commission, the request shall be resubmitted to the planning commission for further review and recommendation prior to the city council's formal action on the request.*

3. *The planning commission shall make a recommendation. In the event that no recommendation is made, the commission's indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council.*

The applicant proposes to make only one amendment to Ch 17.24.040.B.2.b., deleting the word "forty" (40), and replacing it with "eighty" (80). **(Attachment 1)**

V. **PLANNING AND ZONING EVALUATION:**

The existing Comprehensive Plan promotes future land use within the Central Business District as mixed-use development and redevelopment activities that bolster downtown's role as the home of government, retail business, entertainment, residential, medical center and waterfront recreation.

According to City maps, the Central Business District comprises approximately 200 mapped lots across 77.5 acres of land. The uses in the District are a mixture of business, mercantile, health care, entertainment, residential, and publicly owned lands. City records indicate that there are 291 residential units in the CBD. Therefore, the residential housing stock in the CBD currently exists at a density of 3.75 units per acre for the entire district. This calculation includes all public lands, including roads and public right-of-way's so the overall density of developed parcels is actually higher.

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125 N. Division St., #202 Salisbury, MD 21801

410-548-3170 (fax) 410-548-3107

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Densities for individual parcels range from 0.84 units per acre located at 224 West Main Street to 144.36 units per acre for the property at 130 – 144 East Main Street. While conversations about “downtown” often center on the Main Street/Division Street “core” neighborhood, the CBD is actually an extremely expansive area. Below is a map indicating the entire encompassed area of the CBD (in red):



The CBD has historically hosted mixed with primarily commercial and professional services but also residential uses. The application provides a helpful chart showing all of the existing buildings within the CBD that have residential density greater than 40 units per acre. The chart indicates that there are currently nine such buildings. Seven of them have between two and eight units, the Powell Building has 20 units, and The Ross has 101 units. The eight units besides the Ross are less than 80 units per acre as the application notes. This small roster of above-40-unit density buildings indicates that is not a recent history of high capacity residential buildings in the CBD as the Ross was only constructed in the past few years. The influx of new, large, high density buildings that this proposal can be expected to facilitate will be a departure from how residential uses have existed in the CBD in recent history.

Increasing the allowable inherent density to 80 units per acre would, in a maximum build out scenario (if every mapped parcel had residential units built on them, to the highest allowable density) allow for up to **6,200** residential units to be built in the CBD. While such a maximum build out is neither



City of Salisbury

likely nor practical, *this change in code would allow for an increase in residential units in the CBD greater than the populations of either Fruitland or Delmar.*

As the proposed allowable **6,200** residential units is not reasonable to project as a likely outcome for a number of reasons (for instance: the presence of government buildings which are not likely to be sold and developed – though the County Health Department building is currently in the midst of this exact scenario), City staff worked with the applicant to workshop reasonably projectable development scenarios that could ensue as a result of this proposed change from 40 unit density to 80 unit density. An email discussion summarizing the projected project unit counts is included as an attachment.

A short-term scenario of imminently developable projects (surplused City lots, projects that have submitted development plans) identified 603 units (rounded to **600** units for simplicity's sake in this report) likely to be developed within the coming 5-10 years. A medium-term scenario of lots that are not currently "in the pipeline" for development but could very reasonably enter it (noted by the applicant during discussions as developable within 30-50 years, but more likely [in staff's opinion] in 10-20 years) identified 2,110 reasonably developable units (rounded to **2000** units for simplicity's sake in this report).

These scenarios, while inherently more speculative than focusing on the fact that the change will allow for over 6,000 units to be developed within the CBD as of right, provide digestible lookaheads for development and its significant, broad-ranging impacts in and beyond the CBD were the proposed change to the code be allowed.

While encouraging residential use in the CBD is reflected in the City's adopted 2010 Comprehensive Plan, the Plan also states that the CBD ought to have a wide variety of other uses. Effecting a change in code to dramatically increase the percentage of the built "volume" of the CBD would arguably crowd out and minimize the other uses downtown, as the code change intends to double the allowable residential units in the CBD without making any provisions for increasing the various uses planned for the CBD. By encouraging a relatively lower diversity of uses in the CBD through this crowding effect that results from increasing only one use (and drastically), the proposed code change does not further to the goal of a wide variety of uses in the Comprehensive Plan.

The 2016 Downtown Master Plan (EnvisionSBY) similarly states as an objective that the City should encourage "vibrant mixed-use" downtown. Another goal is to "increase the amount of commercial by 100,000 square feet", which providing for a law change to increase *only residential* uses does not accomplish. A proposed code change aligned with the Plan would include language requiring the variety of uses that the Plan spells out in its goals. Another goal in the plan is to "Remove 25 percent of the impervious area" downtown. Proposing a code change that only encourages building more, without adding or enhancing requirements as to how much green space must be included in developments to replace impervious area, does not align with the Downtown Master Plan. There should be a requirement of at a minimum 25% of impervious area to green space conversion during any new projects utilizing any proposed increase in density (or, arguably, any new development projects at all.)



City of Salisbury

The biggest concern with the application is that it does not provide an assessment of potential impacts of a doubling of inherent residential density within the entirety of the Central Business District. The most significant impact assessment supplied is a parking study performed last year; however, that study only discussed impacts of a single project being built rather than wide-ranging, large scale development of residential projects within the CBD. A full study of all possible impacts should be provided by any applicant prior to any major proposed change to the zoning code such as this. In the absence of an applicant-supplied impact study, City has attempted to do this work with available information and resources. The City's findings are as follows:

- a. **Parking:** Parking demand is a function of density. At present, Chapter 17.24 does not include a parking standard for the Central Business District. That said --Chapter 17.196. Parking Standards --does provide for parking guidance for the CBD as well as the Riverfront Redevelopment Districts. Per the text, a formal parking recommendation is required to be made on a case-by-case basis by the Planning Commission. That recommendation requires analysis based on the proposed density, the elimination of existing parking, if any, within the CBD. In recent years, the city has sold most of its surface parking subject to in-fill development. As such, the parking model has become both deeply restrictive and defined. At present, only one site exists for a parking garage to replace the previous surface parking and provide additional spaces to accommodate the new proposed density. Based on simple calculations, the proposed garage is grossly insufficient to support even the existing allowable density without any regard to any increase in density.

As mentioned earlier in the report, the parking study referenced in the application does not account for the parking demand of the up to 2000 units anticipated to come of this proposed density increase. The study only accounts for the new building project referenced at length in the application, STCA, which only adds approximately 220 new units. Further, the study does not account for all of the surface parking lots, which are currently still in use despite being slated for development, leaving the parking supply in the near future. The new proposed City-owned garage, expected to provide approximately 450 new spaces, will not possibly come close to meeting the demand of all the new developments that will come with approval of the proposed amendment. A detailed parking study for the entirety of the CBD would help provide clarity on the matter and is absolutely necessary before approving a change like that proposed. A rough look at the demand created by 600-2000 new units would lead to the need of a *second* if not a *third additional* garage at similar size. Such projects falling on the City dime would cost at least \$10 million-\$50 million dollars. Supposing the City could obtain funding for these structures, the question becomes is there even available City-owned land in the CBD for the City to build such structures upon, which *there is not*.

- b. **Emergency Services:** Additional calls for Police, Fire, and EMS would be expected to increase. Given the capacity of the existing Fire and Police Departments, an increased call volume could place additional stressors on the City's existing staff and resources. For example, an increase of 600 units within the CBD could equate to an average of 1200 new



City of Salisbury

- c. residents, roughly assuming 2 residents per unit. The average SFD call frequency is roughly .12 calls per 100 people/month, which would mean an estimated increase of 144 monthly calls for service. At 2000 additional units (4000 additional residents) there could be an increase of 480 calls per month to the CBD. This volume of calls would likely lead to hundreds of thousands of dollars a year of new expenses for the City in additional personnel and equipment, a fact which the application has not studied at even a cursory level. Similar demand increases for SPD services in the CBD could produce a similar cost increase to the City's taxpayers.
- d. Traffic and Road Infrastructure: Additional housing density would invariably lead to increased traffic in the Central Business District. Using the same example of 600 additional units being built housing 1200 additional residents, there would be a like number of new vehicles being parked in the CBD daily. The new residents would naturally be making trips in and out of the CBD every day for work, school, shopping and/or recreation, likely resulting in longer traffic queues at all of the main intersections around the perimeter of the CBD. Spillover effects of increased traffic could include longer commute times, increased street level pollution negatively impacting pedestrians, and a more challenging environment for emergency services vehicles. More detailed data is not available at this time as a traffic impact study analyzing a large scale build out of the CBD at 80 units per acre was not part of the application.
- e. Water and Sewer Infrastructure: Increasing the number of residential units would lead to an increased burden on the City's water and sewer systems including pipes in the streets of the CBD and also lift stations around the CBD. Currently, two pump stations (Mill Street and Southside) and one lift station (Fitzwater) serve the CBD. Impacts to the Mill Street station, which currently takes in roughly 80% of the CBD's sewer flow need to be considered. The station is currently operating at roughly 2/3 capacity and an increase of 600 units would bring the station and its force main to capacity. An increase to 2000 units would absolutely require costly upgrades to the force main and the pump station which would incur an additional cost of millions of dollars in infrastructure improvements. Following the current alignment's non-perpendicular crossing of Route 50 would create even greater constructability challenges than a typical crossing would. Extensive study into this issue would be needed to fully hash out possible repercussions and costs.

Although the Wastewater Treatment Plant recently underwent a multi-million-dollar expansion and upgrade, the additional water and sewer capacity requirement for a dense buildout of the CBD could impose a significant burden on the plant's capacity. Further, the recent adoption of a County Sewer Plan to address widespread failing septic systems will already be adding continuously increasing stressors to the WWTP, though the magnitude cannot yet be defined. It is however bound to be significant as the County Sewer System expands. The Water Resources element within the 2010 Comprehensive Plan states that the upgrades to the plant are sufficient to serve the total projected demand through 2030, even factoring in aggressive population growth in the City of up to 40,000 people. Pipes and structures within the streets of the CBD, both for water and sewer, are often approaching 100 years old or older and may be considered undersized



City of Salisbury

for the capacity needed if development increases dramatically. Extensive study is appropriate before any significant change to density is made.

- f. **Stormwater Management:** Stormwater and flooding issues are already significant problems in parts of the CBD, most obviously in the Lake Street/Fitzwater area in the western part of the CBD. Changing code related to the CBD would ideally also include provisions that lead to more comprehensive stormwater management for the district. Comprehensive upgrade requirements could lead to lesser impacts on the CBD, however no such code change has been proposed as part of this application. It is worth noting however that generally, denser construction can be a useful component for mitigating storm impacts as larger buildings tend to be more resilient due to their size and heft.
- g. **Schools, Parks, and Public Structures:** There would be an expected increase in demand on the public school system with an increase in residential density. According to the Wicomico County Board of Education, most schools in the area are approaching or are over maximum capacity. According to the National Association of Home Builders, the average school seat demand per 100 housing units is 41 students; for new multifamily developments (the most likely type of CBD housing development with a significant increase in density) the demand figure is lower at 22 students per 100 units. Using the more conservative figure, the projected development figures of 600 units and 2000 units could reasonably lead to a new demand from the CBD of at least 132 school seats and as many as 440 school seats. With the school system being at or over capacity currently, the increase would likely lead to the need for multimillion-dollar capital projects to significantly expand existing schools or construct new schools.

Park space in the CBD is currently limited to just a few facilities including Unity Square, the River Walk, and the Bark Park. While the facilities do not appear to be overtaxed currently, a substantial increase in housing units in the CBD may lead to crowding and difficulty for residents to access. Changing code to encourage increased housing density without changing code to provide adequate public facilities for the increased population may reduce the opportunities for new and existing residents and visitors to the CBD to utilize the CBD's public facilities as a result of crowding.

The most significantly impacted public structure will be the City's parking garage, which will see increased (surplus) demand due to expansive new development at 80 units per acre. This impact is discussed more in the parking section.

- h. **Environmentally Sensitive Areas (Chesapeake Bay Critical Area, Floodplain, etc.):** The entire CBD is situated in the Chesapeake Bay Critical Area Intensely Developed Area (CBCA IDA) overlay district. The CBCA IDA is a State of Maryland developed mapping resource which identifies sensitive tidal water areas where development may have an outsized environmental impact. In addition, much of the CBD falls within FEMA's identified floodplain. New development within these sensitive areas is generally discouraged and requires additional site mitigation, reviews, and approvals by State and Federal agencies.



City of Salisbury

- i. Specifically, the 2010 Comprehensive Plan states that “Development in sensitive areas, such as forests, wetlands, and floodplains should be minimized in an effort to reduce the growth-related impacts to the environment.” In this regard, the application does not align with this important Comprehensive Plan goal of reducing environmental impact.
- j. Historic Structures: The CBD largely overlays with the Downtown Historic District. Projects involving changes to existing structures as well as new construction require review and approval by the City’s Historic Commission. The Commission makes great efforts to both maintain the neighborhood’s historic character but also to allow for projects to move forward. With a significant number of large-scale projects, replicating or referencing the historical nature of the CBD may be a challenge and there is a likelihood of distinct changes to the appearance and character of the CBD ensuing as a result of this change. As an example, the Ross building, while incorporating some historic elements and having garnered Commission approval, exhibits a scale and massing that stands out significantly from the majority of other buildings in the CBD. Multiple new large-scale projects that ensue could similarly and more substantially alter the character of the CBD and consideration should be given to code changes that strengthen aesthetic controls over developments while also encouraging the developments to continue.
- k. Other Impacts: Large scale vertical developments within the low-rise CBD will be more likely with an increase in inherent density. A variety of impacts not previously discussed will result from such a development pattern. For instance, increased shadows from tall structures will impact existing buildings and pedestrians by reducing hours per day of sun light availability. Shadow studies are typically performed in conjunction with changes of this sort but none has been performed here. A frequent result of shadow studies is new, tiered setback requirements as structures rise to allow for mitigation of shadow impacts. Similar to shadows, air flow into a neighborhood is impacted as large buildings are constructed in place of existing open spaces. While the development of projects is beneficial it is important to carefully study all the impacts that likely projects may cause and incorporate protections and mitigation methods into code, which has not been done here. Other likely impacts from increased building size and density are light pollution and noise pollution; these impacts have not been studied.
- l. Spillover Impacts: Besides impacts to the CBD itself, the proposal has the potential to deleteriously impact neighborhoods adjoining the CBD. Many of the impacts that can be expected in the CBD are also likely in these neighborhoods. For instance, a shortage of parking supply in the CBD will invariably lead to visitors to the CBD parking in adjoining residential neighborhoods such as the Newtown neighborhood across Route 50. This may negatively impact the ability to residents and their visitors to park near their homes; however, without a parking study that addresses those spillover impacts it is impossible to say how much excess street parking capacity there may be in that and other adjoining neighborhoods. Further, without survey data of visitors to the CBD it is difficult to guess whether challenges parking within the CBD would lead to spillover into other neighborhoods or to visitors simply not coming to the CBD in the first place. The



City of Salisbury

- m. historically disadvantaged neighborhood of California, included partially on the western side of the CBD and partially in the Riverfront Redevelopment District could become even more underserved over time as amenities and services are stretched to capacity by increased density in the CBD. ~~There is also the potential loss of community, as new residential projects come online with a target market and force out the families and cultural groups that exist currently within the CBD and RRMUD.~~ Other CBD-abutting neighborhoods that could experience spillover impacts are Newtown and Camden, two largely singlefamily residential neighborhoods. Besides parking impacts the neighborhoods could also experience traffic impacts and quality of life impacts such as noise, light pollution, and shadows.

While an increase in residential occupancy and density can align with goals of the 2010 Comprehensive Plan, the Downtown Master Plan, and the Metro Core Plan, it has been mentioned earlier that the proposed amendment presents a number of conflicts with these Plans. Dramatically increasing residential use alone can have a “crowding out” effect on other uses on a per capita basis. The proposal also conflicts with goals of not developing in environmentally sensitive areas.

~~Further conflicts can be identified when reviewing these Plans. The Metro Core Plan mentions “providing additional open space” in its “CBD Objectives” section. The amendment would codify the ability for developers to utilize open space to build up residential structures and make this much more likely to occur but it does not add any requirements or set asides for preserving open space in the CBD and so it is effectively in conflict with this aspect of the Metro Core Plan in regards to this open space oriented objective.~~

The Metro Core Plan states that “rigid standards such as residential density...be replaced by general development standards that permit flexibility.” The approval of a text amendment to reinforce a density standard, and in fact to make much of the growth of the CBD a product of this new proposed density standard, does not align with this portion of the Metro Core Plan. The opposite it true – it underscores a commitment from the City to set its land use parameters on in way that is in conflict with the Plan.

Within the Central Business District, the City has several goals. First, support growth which complements the size, proportion and general architecture of the existing CBD. In that process, however, we seek to preserve accessibility and convenience. Both residential and commercial occupancies offer a sense of community and vibrancy to the CBD, but residential density increases need to be supported and guided by a host of amenities that make it both convenient and livable. If those elements are not managed well, that occupancy will find alternatives and the desired development in the CBD will be stymied. In short, if done poorly -residents move, and businesses fail. A path that is hard to cure once executed. Parking is an especially meaningful component of that equation on both fronts.



D. RECOMMENDATION:

Without reviewing a comprehensive analysis of possible impacts both to the CBD and to abutting neighborhoods we cannot accurately predict the impacts this increase would have on the future of the CBD and other neighborhoods. Existing businesses and residences would be impacted at an unknown scale for the reasons discussed in this report. A density increase *as proposed* does not fully align with the goals of either the Downtown Master Plan or the Comprehensive Plan.

As such, staff cannot support the current text amendment but looks forward to a revised amendment request that incorporates thorough studies of and sensible solutions to parking and other impacts that can be expected to arise as such a change is made. The desire is for a change to code that fully aligns with adopted Plans and that both promotes downtown development but also considers and codifies methods to mitigate the fully assessed consequences of such an action.

SALISBURY TOWN CENTER APARTMENTS, LLC

c/o Michael P. Sullivan
150 W. Market Street, Suite 101
Salisbury, Maryland 21801
mike@ggibuilds.com

July 12, 2024

VIA HAND-DELIVERY

Amanda Rodriguez, City Planner
City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, Suite 301
Salisbury, Maryland 21801

Re: Request for Text Amendment – Chapter 17.24 of the City of Salisbury Municipal Code

Dear Ms. Rodriguez:

On behalf of Salisbury Town Center Apartments, LLC (“STCA”), please accept this letter as a Request Text Amendment to Chapter 17.24 of the City of Salisbury Municipal Code (the “City Code”), which governs the use and standards for development of property located in the City of Salisbury (the “City”) zoning district designated the “Central Business District” (“CBD”).

STCA is the owner of four parcels (4) parcels of land located on Circle Avenue and W. Market Street, respectively, identified as follows:

1. Map 0107, Grid 0014, Parcel 1071, Lot 3; being more particularly described as “L-3; 42,024 SQFT 131 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 131 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 13-057745) (“Lot 3”);
2. Map 0107, Grid 0020, Parcel 1074, Lot 4; being more particularly described as “L-4; 18,433 SQFT 121 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 121 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-060987) (“Lot 4”);
3. Map 0107, Grid 0020, Parcel 1077, Lot 5; being more particularly described as “L-5; 1.08 AC 118 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 118 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-055207) (“Lot 5”); and,
4. Map 0107, Grid 0020, Parcel 1066, Lot 6; being more particularly described as “L-6; 19,900 SQFT 149 W MARKET STREET RESUB SALISBURY TOWN CENTER” and having a premises address of 149 W. Market Street, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-052534) (“Lot 6”) (Lot 3, Lot 4, Lot 5 and Lot 6 are hereinafter referred to collectively as the “STCA Lots”).

In the aggregate, the STCA Lots consist of 2.93+/- acres of land more or less. The STCA lots are located in Downtown City of Salisbury and zoned CBD.

Pursuant to Section 17.24.010(C) of the City Code, the purpose of the CBD is:

... [T]o maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service and retail activities; to enhance the vitality of the downtown by encouraging residential uses; to continue to carry out and implement the recommendations contained in adopted plans and studies for development of the CBD; and to assure that improvements made using public funds are utilized to the greatest extent possible for the benefit of the public in further development of the downtown area.

Section 17.24.030(B) of the City Code identifies the uses of property inherently permitted in the follows:

- (1) Apartments above the first floor, apartment buildings, motels, hotels and single-family attached dwellings;
- (2) Business uses and offices, including insurance, real estate and financial offices;
- (3) Broadcasting, television and communication facilities, including accessory antennas and towers;
- (4) Cultural uses, such as museums, libraries, meeting rooms, theaters and convention facilities;
- (5) Governmental uses, such as federal, state, county, city administrative offices, court and detention facilities, the post office, fire station and police station;
- (6) Institutional uses, such as hospitals, care homes, churches and nursing homes;
- (7) Light manufacturing and assembly conducted entirely within a building;
- (8) Parking lot or structure;
- (9) Printing and publishing establishment;
- (10) Professional uses, including medical, legal, engineering, surveying and architectural offices and facilities;
- (11) Promotional activities, including displays, rallies, circuses, carnivals, shows, fundraising activities by church groups or service organizations and similar activities;
- (12) Retail activities, such as, but not limited to, department stores, variety stores, specialty shops, boutiques, restaurants (all types), nightclubs, bars and dance halls, saunas, health clubs, marinas, boat ramps, indoor recreational establishments and swimming pools as an accessory use;
- (13) Facilities for public and private utilities, including but not limited to, telephone, electric and municipal utility stations;
- (14) Warehousing as an accessory to and on the same premises with the principal business for the sale of merchandise within the CBD;
- (15) Day-care center as a permitted use or day-care services for employees or patrons of a permitted use as an accessory use; and,
- (16) Group domiciliary care facility.

Section 17.24.040 of the City sets forth the minimum development standards for the development of property located in the CBD, including standards governing: minimum lot size (*see* Section 17.24.040(A)); setback, height and density (*see* Section 17.24.040(B)); open space and landscaping (*see* Section 17.24.040(C)); parking (*see* Section 17.24.040(D)); building and development restrictions (*see* Section 17.24.040(E)); and, signage (*see* Section 17.24.040(F)).

Section 17.04.120 of the City Code defines "density" as "the maximum number of dwelling units which are permitted in a given area". A "dwelling unit" is defined as "a single unit providing complete independent facilities for occupancy by one family and containing permanent provisions for living, sleeping, eating, cooking and sanitation (bathroom)."¹ With respect to the density of development permitted in CBD, Section 17.24.040(B)(2) provides:

2. Density.
 - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
 - b. Inherent density shall not exceed forty (40) Units per acre.

¹ Under Section 17.04.120 of the City Code, an "apartment" is defined as: "a dwelling unit, as defined herein."

- c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.²

Accordingly, given the definition of “density” under Section 17.04.120, the density standards set forth in Section 17.24.040(B)(2) apply to the development of property in the CBD for residential uses only – namely, “apartments above the first floor, apartment buildings ... and single-family attached dwellings.” (See Section 17.24.030).

The City’s Strategic Objectives for Redevelopment Plans & the Density of Existing Residential Properties in the CBD:

For nearly sixty years, the City has pursued plans and policies that would support, and ultimately result in, the redevelopment of surface parking lots formerly owned by the City, located in Downtown Salisbury and zoned CBD. In 1965, the City adopted “The 1965 Plan for Growth in Salisbury and Wicomico County” which called for the urban redevelopment of the surface parking lots formerly known as “Lot 1” and “Lot 11” and now identified as “Lot 3”, “Lot 4” and “Lot 5” (as defined hereinabove). In 2001, the City commissioned a study by Hyett Palma, Inc. of the National League of Cities (the “Hyett Palma Study”) to provide the City with policy recommendations and strategic planning objectives for the redevelopment of Downtown Salisbury. The Hyett Palma Study specifically recommended: (i) the redevelopment of the Downtown Salisbury surface parking lots for residential and mixed-use purposes; and, (ii) the development of a parking garage on a portion of surface parking lot formerly known as “Lot 1” and now identified as Map 0107, Grid 0020, Parcel 1075, Lot 2 (124 Camden Street, Salisbury, Maryland 21801; Maryland State Tax No.: 09-061029) (“Lot 2”). (See Hyett Palma Study, pgs. 21, 26 and 31).

Following the Hyett Palma Study, the City of Salisbury approved and adopted the stated objectives of the twenty year (2015-2035) Envision Salisbury Master Plan (the “Downtown Master Plan”). (See Resolution No. 2600). In approving the and adopting the Downtown Master Plan, Resolution No. 2600 provided in pertinent part: “the overall vision for the City of Salisbury is to promote the Downtown of the City as the epicenter for the continued growth of Salisbury, as well as growing the attractiveness of the infrastructure created with community resources, while maintaining the inherent beauty of the area’s environment.” The Downtown Master Plan is “the culmination of nearly two years of work and partnership between City officials, local residents, architecture and urban planning undergraduate and graduate students, faculty, businesses, non-profits and many, many more. More than 2,500 individuals participated in tours, workshops 3rd Friday critiques, visits to College Park and other opportunities to be heard in this democratic process – a process unlike most other government-led planning processes.” (See Resolution No. 2600).

As recommended by the Hyett Palma Study and, later on, described in great detail throughout the Downtown Master Plan, the City – over the course of several different administrations – surplused and sold the Downtown surface parking lots to private parties for the development of residential and mixed-use projects located thereon, subject to the terms and conditions (and development requirements directed by the City) set forth in land disposition agreements by and between the City and the respective private developers, including: the STCA lots; the surface parking lot known as “Lot 30”; the surface parking lot known as “Lot 10”; and the surface parking lots known as “Lot 3” and “Lot 16”. Every project proposed for development on the surface parking lots the City declared surplus (as no longer needed for a public use) and, accordingly, sold by the City call for development in excess of forty (40) units per acre on the respective CBD-zoned properties, as such development on the disposed surface parking lots is expressly (i) recommended in the Hyett Palma Study and (ii) identified as strategic objectives of the City in the Downtown Master Plan.

² Currently, the City is involved in a matter of litigation, before the Circuit Court for Wicomico County and captioned *In the Matter of Salisbury Town Center Apartments, LLC* (Case No. C-22-CV-23-000357), in which a group of third-parties have challenged the legality of Section 17.24.040(B)(2)(c) and the authority of the City of Salisbury’s Board Appeals to grant an owner of property zoned CBD a special exception to increase the density for development of property above forty (40) units per acre. In the event the third-parties prevail in their challenge to Section 17.24.040(B)(2)(c), the density for development of property zoned CBD can never exceed forty (40) units per acre as their would be no viable method available to any owner of property zoned CBD to increase density above forty (40) units per acre for the development of their property.

As shown in the chart provided below, throughout the CBD, there are properties used for residential purposes having a density in excess of the forty (40) units per acre standard set forth in Section 17.24.040(B) of the City Code:

Property Address	# of Units at Property	Land Size of Property	Density (# of Units per Acre)
218 W. Main Street	20	13,186 square feet	64 Units per Acre (24 Units above CBD Density Standard)
146 W. Market Street	2	1,444 square feet	60 Units per Acre (20 Units above CBD Density Standard)
100 W. Main Street	6	3,322 square feet	78 Units per Acre (38 Units above CBD Density Standard)
117 W. Main Street	8	5,501 square feet	63 Units per Acre (23 Units above CBD Density Standard)
113 W. Main Street	4	2,912 square feet	59 Units per Acre (19 Units above CBD Density Standard)
235 W. Main Street	4	2,951 square feet	59 Units per Acre (19 Units above CBD Density Standard)
239a W. Main Street	2	1,590 square feet	54 Units per Acre (14 Units above CBD Density Standard)
243 W. Main Street	2	1,755 square feet	49 Units per Acre (9 Units above CBD Density Standard)
The Ross	101	25,649 square feet	340 Units per Acre (300 Units above CBD Density Standard) ³
Salisbury Town Center	220 (as proposed)	2.92 acres	77 Units per Acre (as proposed 37 Units above CBD Density Standard)

Development of the Salisbury Town Center Project & Proposed Text Amendment to Section 17.24.040(B)(2)(A):

In accordance with the terms and conditions set forth in Amended and Restated Land Disposition Agreement, dated June 20, 2023 (the “Town Center LDA”), by and between the City and STCA, as expressly approved by the City under Resolution No. 3263, STCA’s development plan for the STCA Lots calls for the redevelopment of the STCA Lots into a vibrant mixed-use project that, when finished, will consist of:

- One (1) four-story apartment building, complete with thirty-four (34) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 6”;
- One (1) four-story apartment building, complete with one hundred three (103) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 3” (72 apartment units) and a portion of “Lot 4” (31 apartment units);

³ Pursuant to Section 17.24.040(B)(2)(c), the City’s Board of Appeals, at its April 10, 2019 Meeting, granted First Move Properties, LLC (the developer of The Ross) a special exception for increased density above the forty (40) units per acre standard set forth in Section 17.24.040(B)(2)(b).

- One (1) four-story apartment building, complete with eighty-five (85) luxury-style apartments, consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 5”; and,
- A one-story building, planned for commercial-retail use, to be constructed on “Lot 4” (collectively the “Town Center Project”).

As planned, the Town Center Project calls for a development density of seventy-seven (77) units per acre. By its adoption of Resolution No. 3263 and approval and execution of the Town Center LDA, the City determined the Town Center Project:

- Represents the best and most economically viable use of the subject property;
- Reflects the strategic objectives for development in the City’s Downtown comprehensively detailed in the Downtown Master Plan approved by the City on March 17, 2016 (*see* Resolution No. 2600) and the intentions for development in Downtown Salisbury established by the City as far back as 1965, with the City’s adoption of the “1965 Plan for Growth in Salisbury and Wicomico County”;
- “[W]ill bring the City’s longstanding goal of repurposing the surplus surface parking lots known as Lots 1, 11 and Lot 15 into reality and will dramatically enhance the cityscape and skyline of Downtown Salisbury for generations to come” (*See* Department of Community Housing and Development (DHCD), State Revitalization Programs Application FY2024, CL-2024-Salisbury-00622, pg. 2, July 28, 2023, approved by DHCD and awarded to the City (the “DHCD Revitalization Grant”); and,
- Adheres to, and is in compliance with, the development conditions imposed by the City and set forth in the A&R LDA, as well as and the Preliminary Site Plan for the Town Center Project prepared by STCA, in compliance with the development conditions contained in the A&R LDA, and approved by the Planning Commission at its July 20, 2023 meeting.

Development of the Town Center Project (along with the other projects planned for the Downtown surface parking lots that have been surplus and sold by the City), in accordance with the terms and conditions of the Town Center LDA, will have a density beyond the forty (40) units per acre inherently permitted in the CBD. Accordingly, to resolve that inconsistency (as well as the inconsistencies existing with respect to the over-density of existing properties in the CBD (*see* chart provided hereinabove)), STCA requests the following text amendment to Section 17.24.040(B)(2)(a):

Section 17.24.040 (Development Standards) be amended by deleting the crossed-out language and adding the bolded and underlined language as follows:

2. Density
 - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
 - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
 - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.

The text amendment to Section 17.24.040 proposed hereinabove (as more particularly set forth in the draft Ordinance attached hereto and incorporated herein as ***Exhibit A***):

- Is limited to property zoned CBD;
- Provides for the very-type of redevelopment in Downtown Salisbury the City has (A) determined and approved as the strategic development objectives for Downtown Salisbury, and (B) directed under the lot disposition agreements for the sale and development of the surface parking lots the City declared surplus and, thereafter, sold to STCA and other private parties (*see* the Hyett Palma Study; *see also* Resolution No. 2600; *see also* the Downtown Master Plan; *see also* Resolution No. 3263; *see also* the Town Center LDA; *see also* the “DHCD Revitalization Grant”; *see also* City of Salisbury Department of Infrastructure and Development (“City DID”), Staff Report, dated July 20, 2023, Project No. 22-033

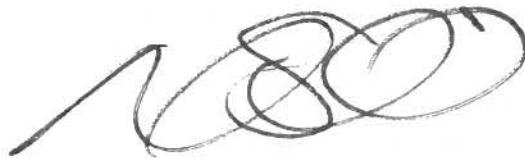
(attached hereto and incorporated herein as *Exhibit B*); and, *see also* City DID, Staff Report, dated November 2, 2023, Case No. 22-033 (attached hereto and incorporated herein as *Exhibit C*); and,

- Resolves all the existing inconsistencies and non-conformities of properties that have been developed and redeveloped for residential uses with a density above forty (40) units per acre (*see* chart provided hereinabove), with The Ross as the only density-exception in the CBD.

To assist your review of this Request for Text Amendment: enclosed please find a draft Ordinance (*see Exhibit A*) setting forth the amendment to Section 17.24.040(B)(2)(a) of the City Code referenced hereinabove. Also, enclosed please find a check in the amount of \$500.00, made payable to the City of Salisbury, for payment of Request for Text Amendment application fee. If you have any questions regarding this Request for Text Amendment submitted on behalf of STCA, or any of the information provided hereinabove, please contact me at your convenience.

On behalf of STCA and myself, thank you for your and the City DID team's review and processing of this Request for Text Amendment.

Sincerely,



Michael P. Sullivan

Cc (w/ enclosures):

Salisbury Town Center Apartments, LLC
Randolph J. Taylor, Mayor, City of Salisbury
Andrew Kitzrow, City Administrator, City of Salisbury
City of Salisbury City Councilmembers
Charles "Chip" Dashiell, Esq., Chairman, City of Salisbury Planning & Zoning Commission
Laura Ryan, Esq., City of Salisbury, Department of Law

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, AMENDING SECTION 17.24.040 TO INCREASE THE INHERENT DENSITY PERMITTED FOR THE DEVELOPMENT AND REDEVELOPMENT OF PROPERTY LOCATED IN THE CENTRAL BUSINESS ZONING DISTRICT.

WHEREAS, the ongoing application, administration and enforcement of Chapter 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 Chapter 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 Chapter 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 Section 17.228.020 of the Salisbury City Code;

WHEREAS, Section 17.24.040 of the Salisbury City Code sets forth the development standards of property located in the Central Business District, including the inherent density for property developed for residential purpose(s);

WHEREAS, the Mayor and Council find that amending Section 17.24.040 of the Salisbury City Code to change the inherent density permitted for development in the Central Business District will bring non-conforming properties located in the Central Business District in compliance with the development standards set forth in Section 17.24.040, increase impact economic activities and promote private investment within Downtown Salisbury area, and further the City's longstanding objectives, identified in the Envision Salisbury Master Plan adopted via Resolution No. 2600, for the redevelopment of Downtown Salisbury as the epicenter for the continued growth of Salisbury;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code shall be referred to the Salisbury Planning and Zoning Commission (the "**Planning Commission**"), for review and recommendation, prior to the passage of an ordinance amending Chapter 17 (Zoning) of the Salisbury City Code;

WHEREAS, a public hearing on the proposed amendments to Section 17.24.040 of the Salisbury City Code set forth herein was held by the Planning Commission, on August __, 2024, in accordance with the provisions of Section 17.228.020 of the Salisbury City Code;

WHEREAS, at the conclusion of its August __, 2024 meeting, the Planning Commission recommended, by a vote of __ - __, that the amendments to Section 17.24.040 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendments to Section 17.24.040 of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 17 of the Salisbury City Code be and is hereby amended as follows:

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47 **Section 1.** Section 17.24.040 of the Salisbury City Code, entitled "Development Standards", shall be
48 amended by deleting the crossed-out and adding the bolded and underlined as follows:

49 **17.24.040 – Development Standards.**

50 Minimum development standards for the central business district shall be as follows:

- 51 A. Minimum Lot Requirements. All lots hereafter established shall meet the following
52 requirements:
- 53 1. Lot area: five thousand (5,000) square feet;
 - 54 2. Lot width: fifty (50) feet.
- 55 B. Setback, Height and Density. The following minimum standards are established as guides
56 for design of development. These standards may be increased or decreased by the planning
57 commission upon review of individual site design in relation to the surrounding properties
58 and development of the CBD as a whole.
- 59 1. Setbacks.
 - 60 a. Setbacks shall be as follows:
 - 61 i. Setbacks shall be the same as the established setbacks for existing
62 buildings within the same block.
 - 63 ii. Where there are minor irregularities in existing setbacks for the
64 same block, any one of the existing setbacks which the planning
65 commission considers most applicable may be used.
 - 66 iii. Where there are major irregularities in existing setbacks for the
67 same block, the setback shall be no less than the average of setbacks
68 for existing buildings on either side of the proposed development.
 - 69 iv. Where no established building setbacks exist, the setback shall be a
70 minimum of five feet from the back of the sidewalk.
 - 71 v. Setbacks from the Wicomico River shall be a minimum of ten feet
72 from the back of the existing or proposed bulkheading line.
 - 73 vi. Setbacks from interior lot lines shall be a minimum of ten feet.
 - 74 b. Modifications to Setbacks.
 - 75 i. During its review of any development requiring a modification to
76 setbacks, the planning commission shall consider the location of
77 buildings on the site relative to safe vehicular movement on existing
78 or proposed streets, light, air and ability of fire or emergency
79 equipment and vehicles to adequately serve the development.
 - 80 ii. Special consideration shall be given to the location of landscaped
81 areas and areas of pedestrian movement to assure coordination of
82 landscaping and freedom and safety of pedestrian movement.
 - 83 iii. The planning commission may increase or decrease setbacks
84 wherever a rearrangement of buildings on the site will aid in
85 achieving a continuous link of development with freedom and
86 encouragement of pedestrian movement from one development to
87 another.

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2. Density.
 - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
 - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
 - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
 3. Height.
 - a. The height of all buildings or structures shall not exceed seventy-five (75) feet.
 - b. Increased height shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
 4. Criteria for Increased Height and/or Density.
 - a. When acting upon a request for either increased height or density, the Board of Appeals shall consider any or all of the following criteria as may apply to the type of development proposed:
 - i. Recommendation from the planning commission;
 - ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed;
 - iii. The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city;
 - iv. The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole;
 - v. Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings;
 - vi. Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity;
 - vii. Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants;
 - viii. The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.
 - b. The board may solicit any expert review and advice to assist it in making a decision on the request for increased height and/or density.

136 C. Open Space and Landscaping.

- 137 1. Landscaped open space shall be provided wherever possible to attract development
138 and provide a pleasing environment to conduct business, trade, civic and cultural
139 affairs and improve the appearance of downtown.
- 140 2. Wherever possible, landscaped open space areas shall be provided adjoining the
141 landscaped open space area on an adjoining parcel. Landscaping for both areas shall
142 be coordinated so as to give the appearance of one continuous landscaped area.
- 143 3. Development adjoining the Wicomico River shall provide public open space
144 easements as required in the urban river plan or other adopted plans and shall provide
145 open space and landscaped areas coordinated with existing open space and
146 landscaped areas developed by the city.

147 D. Parking. Parking shall be provided in accordance with chapter 17.196, except where
148 governed by established parking tax district regulations.

149 E. Building and Development Restrictions.

- 150 1. Drive-in window service uses shall provide a reservoir of five spaces on site for each
151 drive-in window or stall.
- 152 2. Access driveways crossing sidewalks to private parking areas shall be reduced or
153 eliminated where it is determined that alternative or unified points of access are
154 available resulting in less traffic congestion and pedestrian interference.
- 155 3. Common loading and unloading areas serving more than one business shall be
156 encouraged where possible.
- 157 4. Entrance to loading and unloading areas shall be located at the rear of the building
158 where possible. Where a business abuts more than one street, this entrance shall be
159 on the street with the least amount of traffic.
- 160 5. Outside storage of materials or parts shall be prohibited, except that outside storage
161 of service and delivery vehicles used in operation of a business within the CBD shall
162 be permitted.

163 E F. Signs. Signs shall be in accordance with chapter 17.216.

164 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
165 **SALISBURY, MARYLAND,** as follows:
166

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

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

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

176 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
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THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2024 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2024.

ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2024.

Randolph J. Taylor, Mayor



City of Salisbury

John "Jack" R. Heath, Mayor

Infrastructure and Development Staff Report July 20, 2023

I. BACKGROUND INFORMATION:

Project Name: Salisbury Town Center
Applicant: Parker & Associates, Inc. on behalf of Salisbury Town Center Apartments, LLC
Project No.: 22-033
Nature of Request: Preliminary Certificate of Design and Site Plan Approval
Location of Property: Tax Map: 0107, Grids: 0014 and 0020, Parcels: 1066, 1071 and 1074, 1075, 1076, 1077, 1078, 1079
Existing Zoning: Central Business District

II. SUMMARY OF REQUEST:

The applicant is requesting a Preliminary Certificate of Design and Site Plan approval for the Salisbury Town Center mixed use project (**Attachment 1**). The project consists of 222-unit apartments, a parking garage, and commercial space. The site plan and building elevations are shown in **Attachment 2**.

III. HISTORY:

No known approval history by the Planning Commission for the parcels.

IV. DESCRIPTION OF PROPERTY:

The properties are 3.70 acres in size and are currently parking lots; 1, 11, and 15. The property is in the Downtown Historic District and the project is subject to Historic District Commission guidelines and approval. In addition, the property is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area.

V. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

The surrounding area consists of Central Business District, Riverfront Redevelopment, General Commercial, and Hospital zoning districts. The property is bordered by Camden

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21601
410-546-3170 (Ext) 410-546-3107
www.salisbury.md





City of Salisbury

John "Jack" R. Heath, Mayor

St, W Market St, and N Circle St. The Downtown area consists of residential, commercial retail and services, and institutional uses.

VI. PLANNING COMMENTS:

The permitted density is 40 units/acre and the proposed density for the project is 60 units/acre. A special exception from the Board of Appeals will be required to achieve the desired density.

The project includes a 450-space public parking garage that will have access to Camden St and Circle Ave.

Landscape and streetscape plans have been provided on Sheets 4-7 of **Attachment 2** and is subject to further review by the Department of Infrastructure and Development and the Critical Area Commission. Staff has requested comments from the Critical Area Commission. The project reduces the existing impervious area from 3.94 acres to 3.59 acres while adding more public green space and upgrading streetscapes to City standard.

A traffic impact study was not provided at this time. Staff is requesting a study be submitted and reviewed prior to final approval by the Planning Commission.

At the May 28, 2023 meeting, the Historic District Commission approved the materials, massing, and layout. The Certificate of Approval is provided in **Attachment 3**. The development is subject to further Historic District Commission review and approval.

The applicant has not requested approval of any signage at this time.

Comments from the Department and all other applicable agencies shall be addressed prior to final approval by the Planning Commission

VII. RECOMMENDATION:

The Planning Staff recommends approval of Preliminary Certificate of Design and Site Plan approval, subject to the following conditions:

1. Obtain a Special Exception for a density increase from the Board of Zoning Appeals prior;
2. Obtain all necessary approvals from the Historic District Commission;



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John "Jack" R. Heath, Mayor

3. Provide a Traffic Impact Study;
4. Exterior signage shall be subject to Planning Commission review and approval and;
5. The project is subject to further review and approval by the City Department of Infrastructure and Development, City Fire Marshal, and other applicable agencies.



STAFF REPORT

MEETING OF NOVEMBER 2, 2023

Case No. 22-033

Applicant: Salisbury Town Center, LLC

Contract Purchaser: Salisbury Town Center, LLC

Location: Lot 3, District 09, Account # 061002
 Lot 4, District 09, Account # 060987
 Lot 5, District 09, Account # 055207
 Lot 6, District 09, Account # 052534
 Which are commonly known as part of municipal parking lot 1, and all of parking lots 11 and 15.

Zoning: Central Business District

Request: Special Exception – Density Increase to 77 units per acre

I. SUMMARY OF REQUEST:

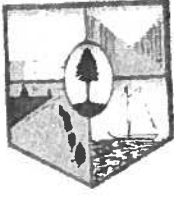
The applicant proposes to construct a 222-unit apartment building on Lots 3, 4, 5, and 6 as shown on **Attachment 5** and is requesting approval of a Special Exception under 17.24.040B.2.c to increase density to 77 units per acre for the project area. (**Attachment 1**) The inherent density per 17.24.040B.2.b is 40 units per acre.

II. ACCESS TO THE SITE AREA:

Lots 3, 5, and 6 have frontage along W Market Street with Lot 6 having building access and Lot 5 having service vehicle access. Lots 3, 4, and 5 have frontage along Circle Avenue with Lots 3 and 5 having building access and Lot 4 having an access easement to commercial retail spaces. Lots 3, 4, and 6 have frontage along Camden Street.

III. DESCRIPTION OF PROPERTY:

The project area is made up of Lots 3, 4, 5, and 6 totaling 2.92 acres in area. The area is currently improved with three public parking lots commonly known as Lots 1, 11, and 15. The property is located within the City's Central Business Zoning District



Salisbury

John "Jack" R. Heath, Mayor

("CBD"), as well as the Downtown Historic District. The site is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area Program. **(Attachment 2)**

IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties are in the CBD. Nearby buildings include the Wicomico County Library, Cannon Building, Market Street Inn Restaurant, Market Street Books Building, Powell Building, Salisbury Parking Garage, Plaza Gateway Building, and other buildings fronting on Camden Street.

The CBD contains institutional, governmental, commercial, and residential uses that are representative of an urban center.

V. HISTORY:

The City entered into an Amended and Restated Land Disposition Agreement with the applicant on June 20, 2023 for the purpose of developing the project area. **(Attachment 10)**

The Historic District Commission approved the massing, layout, and materials at their meeting on May 25, 2023. **(Attachment 3)**

The Planning Commission approved the Preliminary Certificate of Design and Site Plan at their meeting on July 20, 2023. **(Attachment 4)**

A resubdivision plat was recorded on September 28, 2023. **(Attachment 5)**

V. EVALUATION:

(a) **Discussion:** The applicant proposes to redevelop the existing municipal parking lots 1, 11, and 15 into a four (4) building apartment development with 222 residential units with commercial space facing Unity Square and S Division Street. The proposed density is 77 units per acre, the inherent density for the CBD is 40 units per acre. Under 17.24.040B.2.c of the code an increase for density may be sought by Special Exception from the Board of Appeals. The zoning code defines density as; *"the maximum number of dwelling units which are permitted in a given area."*

(b) **Impact:** The influx of additional residents to the CBD with this project will have a positive impact on the downtown area. The close proximity of residents will encourage walking to institutional and commercial services located in downtown, in addition to the increased demand for commercial services. These



City of Salisbury

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uses also provide opportunities for residents to live closer to their place of employment. Employers within a quarter of a mile of the project include Tidal Health, Salisbury University at the Gallery Building, professional service firms and local, state, and federal government offices.

- (c) **Relationship to Criteria:** Section 17.24.040B.4. of the Salisbury Municipal Code states; *"When acting upon a request for either increased height or density, the board of appeals shall consider any or all of the following criteria as may apply to the type of development proposed."* Staff finds that this request complies with the Special Exception criteria or is not applicable as follows:

(i) Recommendation from the planning commission.

The Planning Commission to did not provide a recommendation for or against the special exception request.

(ii) The type of residential development proposed relative to the ability of the site to accommodate the density proposed.

The proposal complies with the height and setback requirements of the CBD and reducing the impervious surface by 0.47 acres while still accommodating the proposed density. The proposal has spread the units over the four (4) buildings and lots fairly equally relative to their acreage with no one lot having a significantly higher density than the others.

(iii) The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city.

All necessary water, sewer, and street infrastructure is currently in place and would sufficiently serve the proposed development. This is also stated in Section V.c.6 of this Staff Report.

The applicant has provided a parking study (**Attachment 7**) that demonstrates there will be sufficient public parking for the surrounding area. The study indicates a surplus of 250 spaces during Weekday 11 AM and a surplus of 478 spaces during Saturday 8 PM. The City, during the LDA (**Attachment 10**) negotiations, was aware of the need for a parking garage and agreed to contribute a sum not to exceed \$10,000,000.00 for



City of Salisbury

John "Jack" R. Heath Mayor

the construction of the public parking garage shown on Lot 2. The proposal is located in a parking district regulated by the Parking Authority under Chapter 10.20 of Salisbury City Municipal Code and revenue collected is disbursed per 10.20.030 below:

Disbursements shall be made from said account for the following purposes only:

- A. Payment of expense of operation and maintenance of the city parking facilities located in the Parking Authority, including parking meters;*
- B. Payment of maturing principal and interest of any bonds issued by the city to finance the acquisition and development of off-street parking facilities located in Parking Authority;*
- C. For the acquisition and development of off-street parking facilities in Parking Authority.*

- [iv] The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole.**

The proposed height is compliant with the requirements of 17.24.040B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

- [v] Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings.**

The proposed height is compliant with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

- [vi] Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity.**

The proposed height is compliant with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.



CITY OF Salisbury

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- [vii] **Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants.**

The city's ladder truck can extend to 107 feet which is above the proposed height. The buildings will have to comply with all applicable building and fire codes. Additionally, apartments are required to be protected with an automatic sprinkler system. The City Fire Marshal has reviewed the site plan and did not have any comments. **(Attachment 9)**

- [viii] **The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.**

The proposed design has received approval from the Salisbury Historic District Commission for massing, layout, and materials. **(Attachment 3)**. The setbacks comply with the requirements of the CBD and provide a similar setting to other buildings located in the area. The proposal brings the adjacent streets up to the streetscape standards of Main St expanding this setting within the CBD. The impervious surface of the site is reduced by 0.47 acres while also providing a visually appealing streetscape.

In addition to the criteria discussed above pertaining to increased density requests in 17.24.040B.2.c, the Board shall consider the criteria in Section 17.232.020B. of the Salisbury Municipal Code. Staff finds that this request complies with the Special Exception criteria as follows:

- [1] **The proposal will be consistent with the Metro Core Plan, the objectives of the Zoning Ordinance and any other applicable policy or plan adopted by the Planning Commission or City Council for development of the area affected.**

The site is located in the Central Business zoning district, which inherently allows apartment buildings per 17.24.030.A. 17.24.030.A of the Zoning Ordinance states; *"Uses permitted are those that fulfill the purpose and intent of the district, encourage residential use, provide business, professional or financial services, bring people together for cultural and recreational events, support the nearby regional medical center and offer, at retail, a variety of consumer goods and services and*



CITY OF
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promotional activities.” Increases in density of residential uses is permitted by Special Exception per 17.24.040.B.2.c.

The Metro Core Plan states, *“It is recommended that the highest intensity of residential development be limited to the Central Business District. There are many reasons to permit residential development in the CBD; including*

- 1. Close proximity to employment;*
- 2. Public utilities and facilities have capacity to accommodate intensive development;*
- 3. They provide variety in living environment and housing types; and,*
- 4. They help support and maintain the CBD as an importance activity center.*

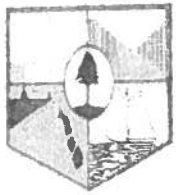
There is great variation in the family characteristics of occupants of apartments. It is anticipated that few apartments in the CBD will be occupied by families with children.

The 2010 Comprehensive Plan Land Use Element describes the purpose of the CBD; *“The purpose of the Central Business District is to maintain and strengthen the role of the Downtown area as the community and regional center containing a broad range of uses and activities to enhance the vitality of this unique area. To function as a successful urban destination, this area should offer numerous opportunities by encouraging a mix of uses. A mix of compatible uses such as residential, institutional, government offices, restaurants, theaters, parks, libraries, hospitals, plazas, and a pleasant and safe pedestrian environment will consistently attract people to the Downtown area.”*

The proposed development is consistent with adopted plans and the zoning ordinance that calls for the highest density developments to be located in the CBD.

- [2] The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.**

The proposal location in the heart of the CBD has the potential to improve livability as residents may reside closer to their place of employment while encouraging the growth of commercial activities



City of Salisbury

John Jack R. Heath Mayor

needed to support said residents. This increase in commercial demand should increase the value of existing properties surrounding the area.

- [3] **The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.**

The design of the site includes open spaces which do not currently exist while bringing the streetscapes up to the same design standards as Main Street. The proposal received approval for the massing, layout, and materials from the Salisbury Historic District Commission. **(Attachment 3)** The project is also subject to Final approval of a Certificate of Design and Site Plan from the Planning Commission. **(Attachment 4)**

- [4] **The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.**

Staff does not find that the proposed use will have a negative effect on any of these items.

- [5] **The proposal will not impair an adequate supply of light or air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

The proposal complies with the height and setback requirements for the CBD and will not impair the adequate supply of light or air to adjacent properties or overcrowd the land. The proposal does not create any undue concentration of population as the Metro Core Plan and Comprehensive Plan indicate that the highest residential concentrations should be in the CBD. The applicant has provided a traffic analysis **(Attachment 6)** that indicates impacts will be minimal and will not increase congestion of the streets or create hazardous traffic conditions. The building will comply with all applicable fire code requirements. Staff finds that the proposal will not endanger public safety as there are other residential uses in the area.

- [6] **The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.**

The proposal has been reviewed for the items listed above:



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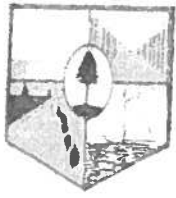
- a. The proposal was reviewed for transportation and the applicant provided a traffic analysis, **(Attachment 6)**. The study results indicate traffic impacts to minimal to the surrounding roadway network.
- b. The proposal has access to a 12" water main located in W Market Street. There is sufficient water supply for the project.
- c. The existing sewer infrastructure is sufficient to the serve the proposal.
- d. The Board of Education has been notified of the proposal for their planning purposes.
- e. The proposal will not unduly burden parks, stormwater management, or other public facilities. The proposal will improve stormwater management as currently there is not any on site. The applicant has provided a parking study **(Attachment 7)** that shows there will be sufficient public parking in the area surrounding the proposal upon completion of the parking garage and on street spaces.

[7] The proposal will preserve or protect environmental or historical assets of particular interest to the community.

The Salisbury Historic District Commission approved the massing, layout, and materials for the project at their May 25, 2023 meeting. **(Attachment 3)** The Critical Area Commission has reviewed the project for compliance and provided comments. **(Attachment 8)** The proposal reduces impervious surface on the site by 0.47 acres and treats previously untreated stormwater runoff. A portion of the proposal is in the floodplain and the development shall comply with all applicable floodplain regulations.

[8] The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.

The applicant entered into an Amended and Restated Land Disposition Agreement ("LDA") with the City on June 20, 2023 for the development of this proposal. Staff finds there to be a bona fide intent and capability to develop this land for the project as intended in the LDA. Staff has no reason to believe that the nature of the request is for an inappropriate purpose regarding the development of the land.



Salisbury

John W. & R. Heath Mayor

VI. STAFF COMMENTS:

The use of the property for residential and commercial meets the goal of the City's Central Business District to strengthen the role of the downtown as an active and vibrant urban area. Infusing downtown with new residential units will help bring additional commercial activity to the surrounding area, especially retail and food service locations. Historically, demand to live downtown has led to a low rate of unoccupied units creating a dearth of available units. The downtown area with boundaries of Mill Street, RT 50, RT 13, and the East Prong of the Wicomico River, has under 300 residential units across the approximate 50 acres, this density is well below the inherent density of 40 units per acre.

As part of the continued planning goals and efforts to increase residential units the Board previously approved an increased density of 144.36 units per acre for The Ross project. The Ross units are included in the available units mentioned above.

VII. RECOMMENDATION:

Based on the criteria for approval as discussed above in this staff report, Section V (c), the Planning Staff recommends **Approval** of the Special Exception request to increase the inherent density of 40 units per acre by 37 units to 77 units per acre, not to exceed 222 units over the project area, subject to the recommended conditions as follows:

CONDITIONS OF APPROVAL:

1. Obtain Final Certificate of Design and Site Plan approval from the Salisbury Planning Commission;
2. Obtain all necessary approvals from the Salisbury Historic District Commission prior to construction or installation of items requiring approval;
3. Obtain at least one building permit to commence construction within one year of the date of this Special Exception being granted;
4. The parking study shall be reviewed and, if needed, revised if the applicant requests an extension of the Special Exception under 17.12.120 of the Salisbury Municipal Code; and
5. Provide a development schedule to the Planning Commission as part of the Final Certificate of Design and Site Plan.

 Outlook

RE: CBD Workshop

From Bradley Gillis <Brad@GGIBuilds.com>

Date Fri 11/1/2024 9:14 AM

To Amanda Rodriquez <arodriquez@salisbury.md>; Nicholas Voitiuc <nvoitiuc@salisbury.md>; Henry Eure <heure@salisbury.md>

 1 attachment (212 KB)

CBD density calculation 11.1.24.xls;

WARNING: This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.

Team

Attached is the raw data; it's a work in progress, open to discussion....

1. Green - Existing Units 268
2. Green - Will not be developed 3416 units (green dots)
3. Yellow - Potential Longterm Development 948 Units (80 units an acre)
4. Red - Pipeline Development 1170 Units
 - a. Within the Red we attempted to detail each property for a more detailed discussion, it's a work in progress
 - b. Of the 1170 there are 603 known
 - i. Of the 603 we can talk about the reality of each
 1. Ex: 500 Riverside, having owned that parcel, its economically impossible to build 244 units on that parcel

From this exercise we would consider using the following models for discussion:

30 – 50 Year - Max Build Out Model – 2,110 Units (yellow + red)

5 – 10 Year - Pipeline Model – 603 Units

Let make a goal of agreeing on demand, so that all next week we can focus on the addressing the commissions questions.

Assuming the staff report is due by 11.15, we have 9 business days to complete.

Below are a few times that work for me to meet; look forward to the reply

Monday 4th 3pm

Tuesday 1230 – 230pm

Thank you, have a great weekend.

B

-----Original Appointment-----

From: Amanda Rodriquez <arodriquez@salisbury.md>

Sent: Friday, October 25, 2024 1:53 PM

To: Amanda Rodriquez; Nicholas Voitiuc; Henry Eure; Bradley Gillis

Subject: CBD Workshop

When: Tuesday, October 29, 2024 12:00 PM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Room 306

To discuss build-out scenarios & impacts on the CBD