

RESOLUTION NO. 3472

A RESOLUTION to annex certain land to be known as the “North Schumaker drive Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 12.870 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

WHEREAS, the City of Salisbury is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code to expand its municipal boundaries by annexing lands adjacent to it; and

WHEREAS, the City of Salisbury has received a Petition for Annexation dated May 20, 2025, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, requesting that the City of Salisbury annex that certain area of land generally located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby’s Cove and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 12.465 acres of land, more or less, being all that real property identified as Map 0048, Grid 0006, Parcel 0417, a portion of the public road right-of-way known as “North Schumaker Dr.,” containing 10,392.3 square feet of land more or less, and a portion of Schumaker Pond containing 12,327.3 square feet more or less, and further being the same real property more particularly described in the Property Description attached hereto as **Exhibit 2**, and more particularly depicted on that certain plat entitled “Annexation Plat” dated April 1, 2025 and prepared by B Wilkins-Noble, LLC, attached hereto as **Exhibit 3** (the aforesaid real property is hereinafter referred to as the “**Property**”); and

WHEREAS, the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4**; and

WHEREAS, the Property is adjacent to existing City of Salisbury boundaries, and if the Property is incorporated into the City of Salisbury boundaries, no enclaves of non-City of Salisbury land will be created; and

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

WHEREAS, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required to adopt an Annexation Plan for the proposed annexation of the Property; and,

WHEREAS, pursuant to MD Code, Local Government, § 4-406, a public hearing on this

Resolution, providing for the Council of the City of Salisbury's annexation of the Property and approval of the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for June 8, 2026 at 6:00 p.m.

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

Section 1. It is proposed and recommended that that the municipal boundaries of the City of Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all that certain real property more particularly described in **Exhibits 2, 3, 4 and 5** attached hereto and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as contemplated by this Resolution is hereinafter referred to as the "**Property**").

Section 2. The annexation of the Property be and hereby is approved by the Council of the City of Salisbury subject to all terms, conditions and agreements contained in the proposed Annexation Agreement and the Annexation Plan, attached as **Exhibits 6 and 7, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution. Upon the effective date of this Resolution, the provisions of the Charter and Code of the City of Salisbury, and any local public laws enacted or so enacted affecting the City of Salisbury, shall be effective within the Property except to the extent that this Resolution or the Annexation Agreement provide otherwise.

Section 3. The Mayor of the City of Salisbury be and hereby is authorized to execute on behalf of the City of Salisbury the Annexation Agreement attached hereto as **Exhibit 6**.

Section 4. The Annexation Plan attached hereto as **Exhibit 7** be and hereby is adopted for the City of Salisbury's annexation of the Property as contemplated by this Resolution.

Section 5. The Zoning Map of the City of Salisbury shall be amended to include the Property within that certain Zoning District of the City of Salisbury identified as "**R-10A Residential**", which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned "**R-20 Residential**" in accordance with the existing zoning laws of Wicomico County, Maryland.

Section 6. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on June 8, 2026 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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

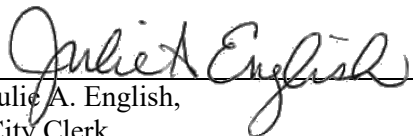
Section 7. It is the intention of the Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

Section 8. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

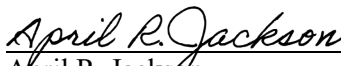
Section 9. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 9.

Section 10. This Resolution and the annexation of the Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

THIS RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on May 11, 2026, having been duly published as required by law in the meantime, and a public hearing was held on June 8, 2026 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on August 10, 2026.

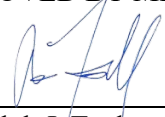


Julie A. English,
City Clerk



April R. Jackson,
Council President

APPROVED BY ME this 12 day of August, 2026.



Randolph J. Taylor,
Mayor

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL PROPERTY

Beginning for the same at a point being an existing corner of the Corporate Limits Line located on the northerly side of North Schumaker Drive at its intersection with the easterly line of Granby's Cove – Section 2 subdivision, extended X 1,213,374.71 Y 191,051.95; thence continuing with the line of the said existing Corporate Limits South twenty-one degrees five minutes forty-five seconds West (S 21° 05' 45" W) one thousand two hundred three decimal four, zero (1203.40) feet to a point in the northerly side of the Schumaker Pond X 1,212,941.57 Y 189,929.20; thence North eighty-five degrees ten minutes nineteen seconds East (N 85° 10' 19" E) four hundred six decimal five, seven (406.57) feet to a concrete monument near the northerly edge of the said Schumaker Pond X 1,213,346.70 Y 189,963.42; thence continuing along the said edge of Schumaker Pond North seventy-nine degrees six minutes twenty-four seconds East (N 79° 06' 24" E) two hundred six decimal two, zero (206.20) feet to a point on the easterly line of the lands of Nicholas Fenzel at an iron rod and cap X 1,213,549.18 Y 190,002.39; thence by and with said line of Nicholas Fenzel North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) seven hundred forty-two decimal eight, three (742.83) feet to a point at the southeasterly corner of the lands of Teresa D. Rodman X 1,213,817.64 Y 190,695.02; thence by and with the southerly line of the said Rodman land North sixty-nine degrees three minutes fifty-one seconds West (N 69° 03' 51" W) one hundred decimal zero, zero (100.00) feet to a point at the southwesterly corner of the said Rodman land X 1,213,724.24 Y 190,730.75; thence by and with the westerly line of the said Rodman land, in part, North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) one hundred seventy-three decimal six, five (173.65) feet through a concrete monument to a point on the northerly side of North Schumaker Drive X 1,213,787.00 Y 190,892.67; thence by and with the northerly line of the said North Schumaker Drive North sixty-eight degrees fifty-two minutes thirty-six seconds West (N 68° 52' 36" W) four hundred forty-one decimal nine, eight (441.98) feet to the point of beginning.

Annexation containing 12.870 acres, more or less.

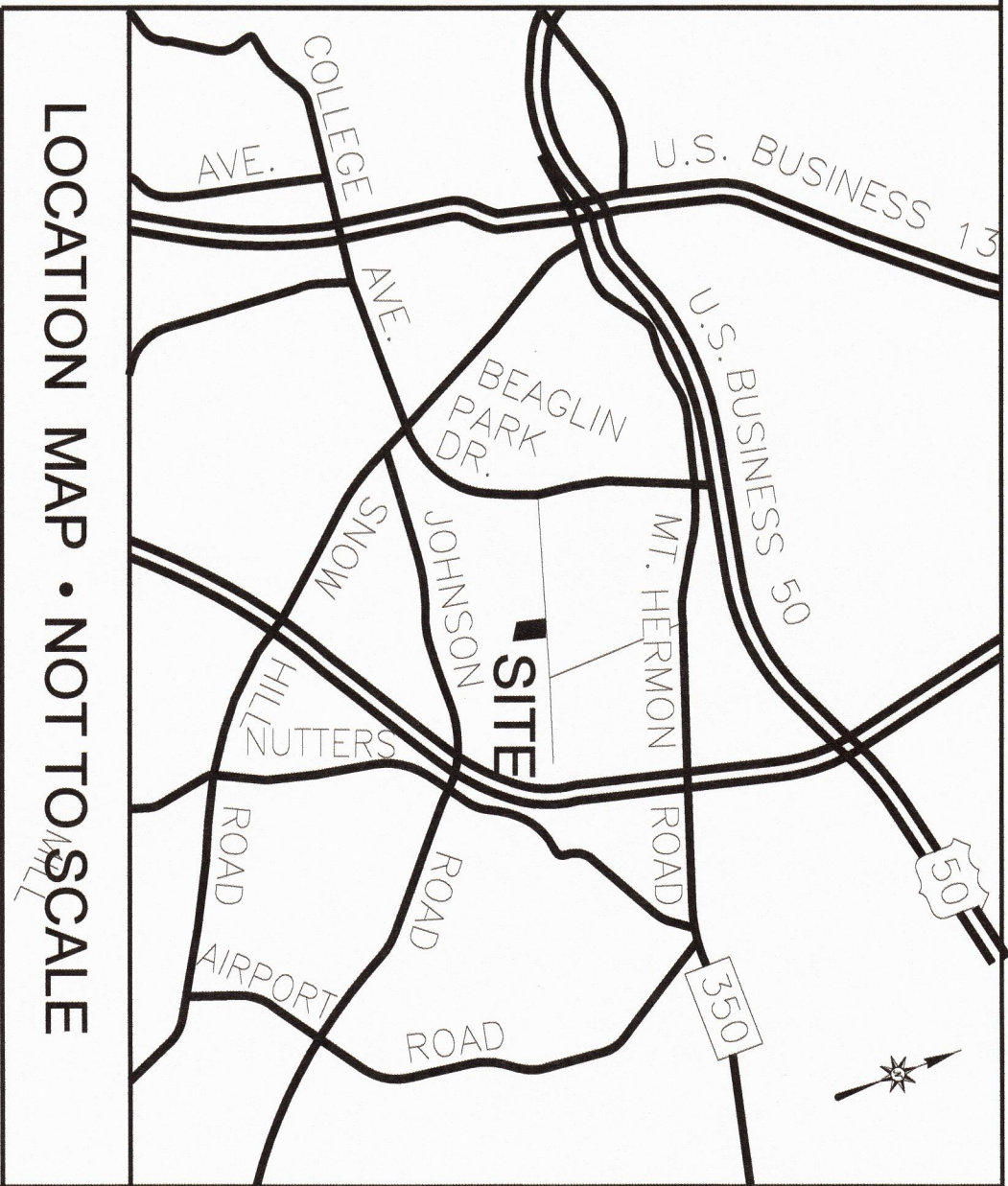
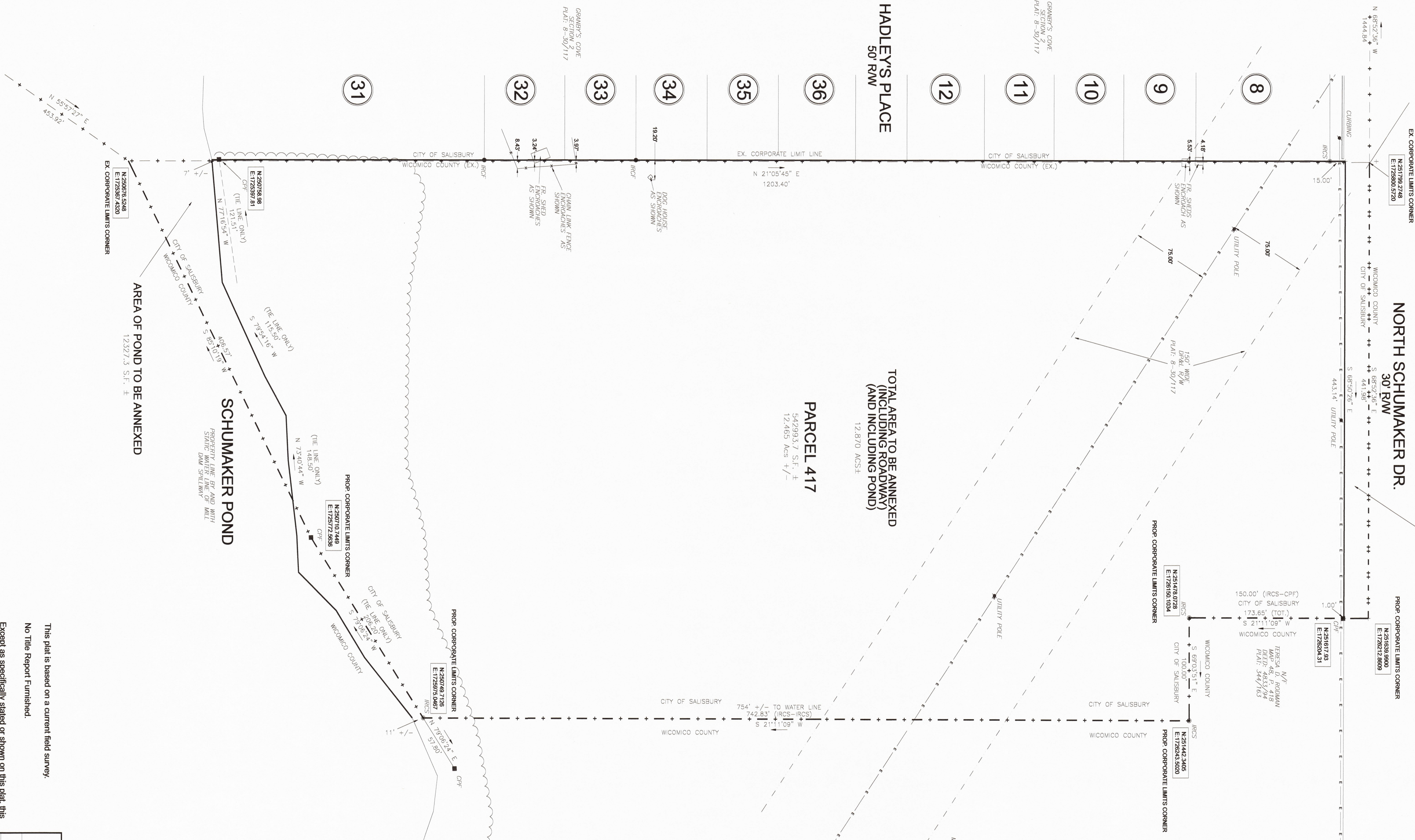
GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408216
4. PLAT REF: 47381
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE X AND AE AROUND POND

LEGEND

- IRCS
- CPF
- IRCT
- +—+—+— EX CORPORATE LIMIT LINE
- +—+—+— PROP. CORPORATE LIMIT LINE
- ~~~~~ WOODS LINE
- IRON ROD WITH CAP SET
- CONCRETE POST FOUND
- IRON ROD WITH CAP FOUND
- OVERHEAD UTILITY LINE

Exhibit 3



LANDS OF NICHOLAS FENZEL ANNEXATION PLAT

SCALE	1" = 50'	SURVEYED	DAW	JOB NO.	147 SCHUMAKER
DATE	4/1/2025	DRAWN	DAW	FIELD BOOK X	PAGE X
REVISED	7/24/2025	LOAD FILE	147	SHEET 1	OF 1

WILKINS-NOBLE LLC LAND SURVEYING

71729 CHURCH ST. 410-621-0321
PRINCESS ANNE, MD 21853 410-621-0320 (FAX)

DAVID ANDREW WILKINS, LLC, #21186, EXPIRATION DATE OF 01-04-2026, EITHER PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OF THE SURVEY. THE SURVEYOR HAS REVIEWED THE SURVEY AND FOUND IT TO BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

This plat is based on a current field survey.
No Title Report Furnished.
Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose.



CERTIFICATION

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL ANNEXATION

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

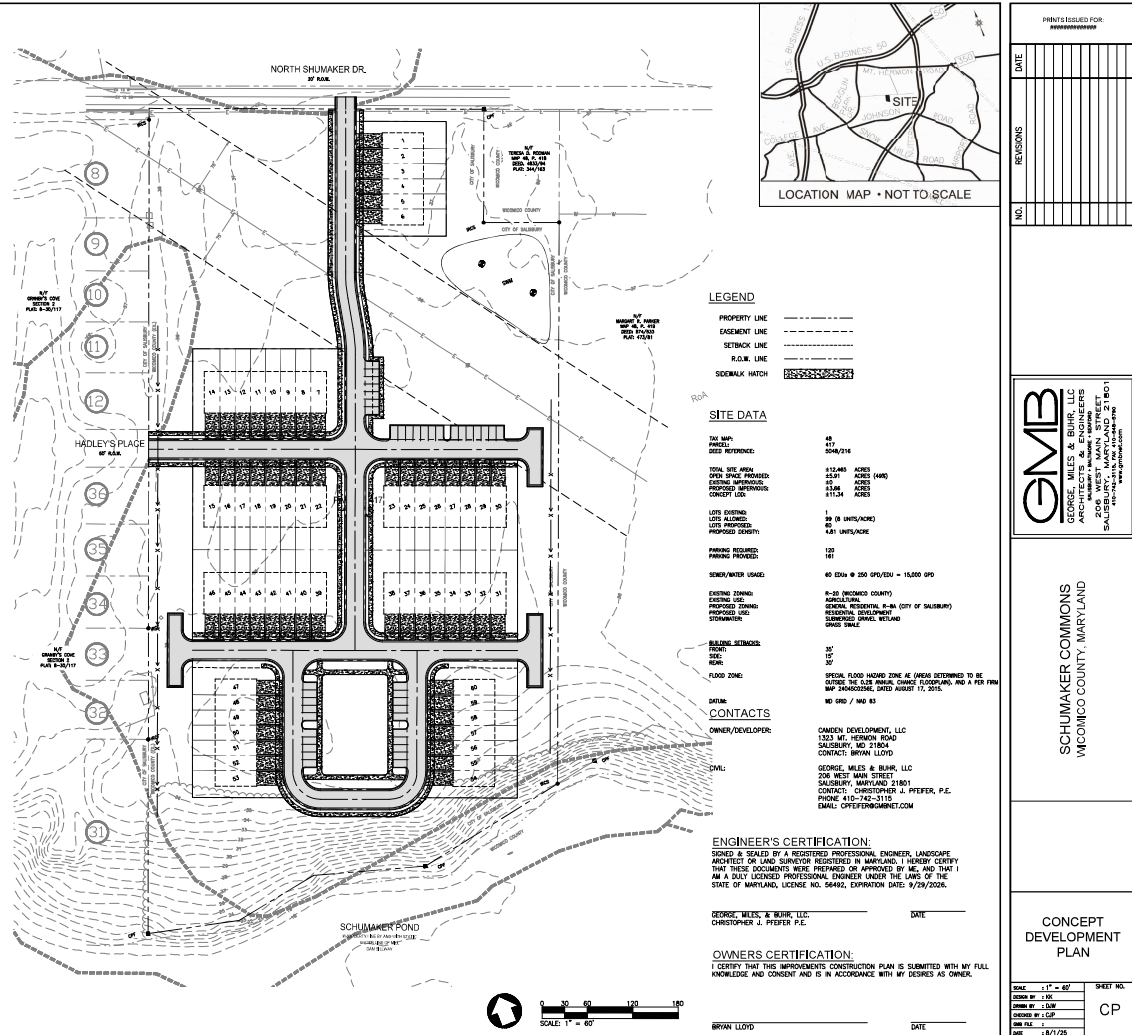
A handwritten signature in blue ink, reading "Leslie C. Sherrill", written over a horizontal line.

Leslie C. Sherrill
Surveyor

Date: 8/20/2025

North Schumaker Drive – Nicholas Fenzel – Certification – 08-20-2025.doc

Exhibit 5



NORTH SCHUMAKER DRIVE ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this _____ day of _____, 2026, by and between the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland (the “**City**”), and Camden Development, LLC (“**Camden Development**” or “**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, Petitioner, though it Managing Member, has submitted a Petition for Annexation dated May 20, 2025 for the property described below and further delineated in the exhibits attached hereto, containing 12.870 acres, more or less (the Petition for Annexation and Property Description are incorporated herein and attached hereto as **Exhibits 1 and 2**, respectively); and

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

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number 05-063310 (Map 0048, Grid 0006, Parcel 0417) (hereinafter referred as the “**N. Schumaker Dr. Property**”);

WHEREAS, the N. Schumaker Dr. Property consists of 12.465+/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit 3**); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit 2** (the “**North Schumaker Drive – Nicholas Fenzel Property Description**”); and

WHEREAS, the Annexation Plat and the North Schumaker Drive – Nicholas Fenzel Property Description further depicts all that certain portion of the public road right-of-way known as “North Schumaker Dr.,” consisting of 10,392.3 +/- square feet of land more or less (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less; (the N. Schumaker Dr. Property, together with the Schumaker Pond property, and the N. Schumaker Drive ROW are hereafter referred to collectively as the “**Property**”); and

WHEREAS, the City has caused to be made a certification of the signatures on the Petition for Annexation at issue herein and the City has verified that the persons signing the Petition for Annexation represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025 (the Certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, is incorporated herein and attached hereto as **Exhibit 4**); and

WHEREAS, Petitioner intends to construct sixty (60) townhome units, consistent with the use of property located in the City’s R-10A Residential zoning district, and as more fully set forth on the Concept Development Plan attached hereto and incorporated herein as **Exhibit 5** (collectively, the “**Concept Development Plan**”); and

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

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

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

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

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

1. Effective Date.

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

2. Warranties & Representations of the City.

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

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

3. Warranties & Representations of Petitioner.

(a) This Agreement shall constitute the written consent of Petitioner to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Camden Development requests the annexation in accordance with the Annexation Plat attached as **Exhibit 3**. Petitioner represents and warrants to the City that it has the full power and authority to sign this Agreement. Petitioner further represents and warrants to the City that there is no action pending against, or otherwise involving, Petitioner that would affect, in any way, the right and authority of Petitioner to execute this Agreement.

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

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

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

5. Municipal Zoning.

Upon the effective date of the Annexation Resolution, the Property shall be zoned R-10A Residential, as set forth in Chapter 17.160 of the City Code.

6. Municipal Services.

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

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

7. Standards & Criteria.

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

8. City Boundary Markers.

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

(b) In the event Camden Development fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Petitioner shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Petitioner under Section 8(a), whichever is greater.

9. Development Considerations.

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

(b) **Development of Property.** Petitioner shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's R-10A Residential zoning district.

(c) **Contribution to Area Improvement.** Petitioner agrees to install ADA-accessible sidewalks, curbs, gutters and City standard street lights along the full public road frontage of the Property, including but not limited to the portions of the Property fronting on North Schumaker Drive, and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

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

- (i) Camden Development shall pay to the City a non-refundable development assessment in the amount of Eleven Thousand Dollars (\$11,000) (the "**Development Assessment**"). Camden Development expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The City hereby acknowledges its receipt of said Development Assessment.
- (ii) In the event Camden Development fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Petitioner shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Petitioner or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** Petitioner expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the

Property; include enhanced site landscaping which recognizes and otherwise displays the “gateway” character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) Public Utility Improvements & Extensions.

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

10. Record Plat.

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

11. Notices.

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

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

Camden Development, LLC
1323 Mt. Hermon Rd. S. 4B
Salisbury, MD 21804

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

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

With a copy to:
Laura E. Ryan, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

Petitioner expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-10A Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Petitioner's development and/or use of the Property or any portion thereof.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Severability. The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

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

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

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

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

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

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

ATTEST/WITNESS:

“PETITIONER”:

CAMDEN DEVELOPMENT, LLC

By: _____ (Seal)
_____, Authorized Representative

THE “CITY”:

CITY OF SALISBURY, MARYLAND

By: _____ (Seal)
Randolph J. Taylor, Mayor

CERTIFICATION BY ATTORNEY

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

LAURA E. RYAN, ESQUIRE

**ANNEXATION PLAN
FOR THE
NORTH SCHUMAKER DRIVE ANNEXATION
TO THE CITY OF SALISBURY**

March 10, 2026

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

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on _____, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) originally submitted by Camden Development, LLC, through its Managing Member, (“**Camden Development**” or “**Petitioner**”)(see Annexation Petition attached hereto as ***Exhibit 1*** and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as ***Exhibit 2*** and incorporated as if fully set forth herein, containing 12.870 acres, more or less, and further being:
 - All that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-063310, being all that same real property identified as Map 0048, Grid 0006, Parcel 0417 on the Tax Records of the State of Maryland, and further being, in all respects, the property described in a Deed, dated January 29, 2026, from Nicholas Fenzel to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5671 Folio 17 (hereinafter referred to as the “**N. Schumaker Dr. Property**”); the N. Schumaker Dr. Property consists of 12.465 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as ***Exhibit 3***), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less as more particularly depicted on ***Exhibit 3***; and
 - All that certain portion of the public road right-of-way known as “North Schumaker Drive”, consisting of 10,392.3 +/- square feet of land more or less and being that same public right-of-way more particularly depicted on the attached ***Exhibit 3***. (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”); the N. Schumaker Dr. Property and the N. Schumaker Drive ROW are hereinafter referred to collectively as the “**Property**”).
- At the August 21, 2025 Meeting of the Salisbury-Wicomico Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear

public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by Petitioner, at the [REDACTED] Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.

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

1.2. Location. The Property is located as follows: (a) the N. Schumaker Dr. Property is located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby's Cove; and (b) The N. Schumaker Drive ROW bisects the N. Schumaker Dr. Property beginning at the northwestern corner of the N. Salisbury Dr. Property and running in a southeasterly direction therefrom with a uniform width of 150', as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit 3*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Property consists of 12.870 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2*.
- (b) The persons signing the Annexation 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, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as *Exhibit 4* and incorporated by reference as if fully set forth herein.
- (c) N. Schumaker Dr. Property is unimproved. As set forth below, the Annexation Petition submitted by Camden Development arises exclusively from the proposed plan for development of the Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit 5* (the "Concept Development Plan").
- (d) The N. Schumaker Dr. ROW consists of 10,392.3 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the N. Schumaker Dr. ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the N. Schumaker Dr. ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Petitioner as provided in the Annexation Agreement by and between the City and Petitioner.

1.4. Existing Zoning. All of the Property is currently zoned R-20 Residential under the Wicomico County Code. The property directly to the west of the Property is in the City of Salisbury and is zoned R8-Residential. The property across the street from the Property is zoned R-8 Residential under the Wicomico County Code, while the property to the east is zoned R-20 Residential under the Wicomico County Code.

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth

Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan. The Property is located within the City's designated Municipal Growth Area.

- (b) With respect to the City's annexation of property, the goal of the City's Comprehensive Plan is: "to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City."

2.2. Proposed Zoning for Property. Upon its annexation, the Property is proposed to be zoned as "R-10A Residential". Per Section 17.160 of the City Code, the purpose of the "R-10A Residential" zoning district is: "to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts."

The Property is currently zoned by the County R-20 Residential. The City finds that the proposed density may be considered substantially higher than the current County zoning but finds it to be in keeping with the use of the contiguous property. The City will seek a waiver from the County consenting to the City's proposed zoning. If the County does not agree with the proposed zoning designation, the zoning will remain as zoned by the County for not less than five (5) years.

2.3. Proposed Land Use for Property. The Property will be redeveloped with residential townhomes. As set forth in Section 1.3(c) of this Annexation Plan, the Property is unimproved. Upon its annexation, the proposed Property redevelopment will consist of construction of 60 townhome units.

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

3.1. Roads. Currently, and following its annexation by the City, the Property can be accessed by North Schumaker Drive. As provided in Section 1.3(d), a portion of the N. Schumaker ROW on the Annexation Plat (*see Exhibit 3*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, Camden Development's redevelopment of the Property will create a demand of about \$15,000 gallons per day. Camden Development, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

3.3. Schools. The Property is anticipated to consist of 60 residential townhome units and, therefore, will likely generate additional pupil enrollment and could have an impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Property will have no impact on park and recreational facilities, but could generate additional demand for park and recreational facilities due to the increase in residential units.

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

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

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

3.8. Waste Collection. The Property will be served by private waste haulers.

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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent North Schumaker Drive on the eastern side of the City of Salisbury. Camden Development's proposed residential use of the Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Camden Development requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Camden Development's proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as ***Exhibit 3.***