

RESOLUTION NO. 3159

A RESOLUTION 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 "SHAREN DRIVE ANNEXATION," ON THE NORTH SIDE OF AND BINDING ON SHAREN DRIVE, THE SOUTH SIDE OF AND BINDING ON OLD OCEAN CITY ROAD – MD ROUTE 346, THE EAST SIDE OF AND BINDING ON THE CURRENT CORPORATE LINE OF THE CITY OF SALISBURY ALSO BEING THE CURRENT WESTERLY LINE OF PDD NO. 1 AND WEST OF BUT NOT BINDING UPON PHILLIP MORRIS DRIVE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO

WHEREAS, the City of Salisbury has received a Petition for Annexation, 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 on the north side of and binding on Sharen Drive, the south side of and binding on Old Ocean City Road – MD Route 346, the east side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and west of but not binding upon Phillip Morris Drive and more particularly described in **Exhibit A**, attached hereto (the aforesaid real property is hereinafter referred to as the "**Property**"); and

WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on said Petition for Annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of September 23, 2021, as set forth in the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit B**; and

WHEREAS, it appears that the Petition meets all the requirements of the law, and

WHEREAS, the public hearing is scheduled for February 13, 2023 at 6:00 p.m.

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

**Section 1.** 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 on the north side of Sharen Drive, the south side of and binding on Old Ocean City Road – MD Route 346, the east side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and west of but not binding upon Phillip Morris Drive, as more particularly described in **Exhibit A**, attached hereto and made a part hereof

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

**Section 3.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of

Salisbury shall hold a public hearing on this Resolution on February 13, 2023 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 the time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in 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.

**Section 4.** Upon annexation of the Property, 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 “**Planned Development District No. 1 (PDD No. 1)**” which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned “**R-15 Residential**” in accordance with the existing zoning laws of Wicomico County, Maryland.

**AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY** as follows:

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

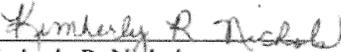
**Section 6.** It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall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

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

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

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 9<sup>th</sup> day of January, 2023, having been duly published as required by law; in the meantime a public hearing was held on the 13<sup>th</sup> day of February, 2023, and was finally passed by the Council at its regular meeting held on the 13<sup>th</sup> day of February, 2023.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

  
\_\_\_\_\_  
Muir W. Boda  
PRESIDENT, City Council

APPROVED BY ME THIS 21st day of February 2023

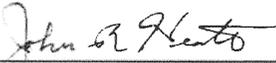
  
\_\_\_\_\_  
John R. Heath, ACTING MAYOR

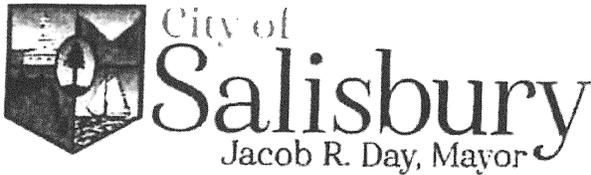
EXHIBIT A

SHAREN DRIVE – OCEAN ISLE

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the northerly right of way line of Old Ocean City Road (MD Rte. 346). X 1,213,818.08 Y 200,006.79 (1) Thence with the said Corporate Limits line South nine degrees thirty-four minutes fifty-seven seconds East (S 09° 34' 57" E) nine hundred seventy-six decimal three, three (976.33) feet to a point near the northerly line of Sharen Drive. X 1,213,980.61 Y 199,044.08 (2) Thence continuing with the said existing Corporate Limits Line North eighty-nine degrees thirty-eight minutes fifteen seconds East (N 89° 38' 15" E) one hundred thirty-four decimal zero, zero (134.00) feet to a point on the easterly line of Lot 2 of the "James W. & Hazel E. Brittingham Subdivision". X 1,214,114.61 Y 199,044.93 (3) Thence with the easterly line of the said Lot 2 and Lot 1, in part, North five degrees twenty-eight minutes fourteen seconds West (N 05° 28' 14" W) six hundred ninety-four decimal zero, one (694.01) feet to a breakpoint on the easterly line of the said Lot 1. X 1,214,048.44 Y 199,735.78 (4) Thence continuing with the easterly line of the said Lot 1 and crossing the aforesaid Old Ocean City Road North four degrees forty-one minutes forty-six seconds East (N 04° 41' 46" E) two hundred forty-five decimal three, nine (245.39) feet to a point on the northerly right of way line of the said Old Ocean City Road. X 1,214,068.53 Y 199,980.35 (5) Thence by and with the northerly line of the said Old Ocean City Road and aforesaid existing Corporate Limits Line North eighty-three degrees fifty-eight minutes twenty-two seconds West (N 83° 58' 22" W) two hundred fifty-one decimal eight, four (251.84) feet to the point of beginning.

Annexation containing 3.182 acres, more or less.

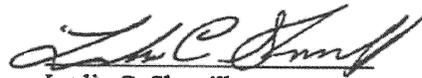
EXHIBIT B



CERTIFICATION

SHAREN DRIVE – OCEAN ISLE ANNEXATION

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

  
Leslie C. Sherrill  
Surveyor

Date: 9/23/2021

Sharen Drive – Ocean Isle – Certification – 09-23-2021.doc

**EXHIBIT C**

**ANNEXATION AGREEMENT**

**Sharen Drive –Annexation**

**THIS AGREEMENT** is made this 24<sup>th</sup> day of Feb., 2023, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”) and 2538 Old Ocean City Road, LLC (hereinafter, “the Owner”) with the principal address at 218 E. Main Street, Salisbury, Maryland.

**RECITALS**

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

**WHEREAS**, the Owner desires to construct upon the Property six self-storage buildings; and

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

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

**WHEREAS**, pursuant to the authority contained in Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

1

**WITNESSETH:**

**1. WARRANTIES AND REPRESENTATIONS OF CITY:**

The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of all development plans submitted for the Property ensure that the provisions of this Agreement are specifically implemented, and the Property is developed in substantial conformance with the concept development plan which is part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant concept development plan.

The parties understand and agree that the City’s herein provided covenant of support is not

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

## 2. **WARRANTIES AND REPRESENTATIONS OF THE OWNER:**

This Agreement constitutes the formal written consent to annexation by the Owner as required by Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation, except as explicitly provided for in this Annexation Agreement, from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition to take 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.

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

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

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

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

## 4. **MUNICIPAL ZONING**

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned **Planned Development District No. 1 – Robertson Farm (PDD No. 1)** as stated in the Annexation Resolution, but only if all appropriate submissions are received from the Owner and if the City of Salisbury determines that PDD No. 1 is the appropriate zoning classification. If so, the City will amend PDD No. 1, which adjoins the Annexation Property to include the Annexation Property, pursuant to the zoning provisions of the Salisbury Municipal Code. Since the zoning classification of

pursuant to the zoning provisions of the Salisbury Municipal Code. Since the zoning classification of PDD No.1 is critical to the viability of the proposed development project, if the City determines that PDD No. 1 is not the appropriate zoning classification for the Annexation Property, the Owner may withdraw its Petition For Annexation in writing.

**5. MUNICIPAL SERVICES**

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

**6. STANDARDS AND CRITERIA**

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

**7. CITY BOUNDARY MARKERS**

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

**8. DEVELOPMENT CONSIDERATIONS**

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

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B-1, except as may be modified through the inclusion of the Property within the Planned Development District No.1 Robertson Farm.

C. Contribution to Area Improvement: The Owner agrees that any site plan for the Property shall contain a landscape plan containing evergreen and deciduous trees, planted in a buffer area of a

sufficient width to screen the proposed buildings and site operations from the adjoining public streets and adjoining properties using tree species and tree sizes approved by the City.

D. The Owner agrees to install a 5-foot-wide sidewalk along the Property's full frontage with Sharen Drive to specifications approved by the City.

E. Re-investment in Existing Neighborhoods: Prior to the issuance of the first building permit, the Owner agrees to pay a development assessment to the City of Salisbury at the rate of \$9,011 per acre, such that the amount payable for the subject 3.55-acre Property shall be \$31,989. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

F. Escalation of Development Assessments: The assessment set forth in paragraph E. above is subject to adjustment to reflect inflation. Beginning January 1, 2024, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design: The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department of Infrastructure and Development and the Salisbury – Wicomico County Planning Commission to achieve as many LEED certification level points as possible for new construction projects as outlined by the U.S. Green Building Council's LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards:

Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. They 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 Property's entire 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 these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner.

Roadway and parking lot construction shall be accomplished using recycled aggregates and base material when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.

The HVAC systems in the buildings that will contain them shall be high energy performance units. Air conditioning compressors will be 17 SEER, minimum.

Building finish materials that have high recycled content shall be selected.

Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

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

**9. RECORD PLAT:**

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

**10. MISCELLANEOUS:**

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 affect such annexation or such annexation is invalidated by referendum or otherwise.

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."

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 affect the consummation of the transactions provided for in this Agreement.

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, after 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.

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.

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.

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

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.

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.

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

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

**WITH A COPY TO:** Laura Hay, City Attorney  
313 Lemmon Hill Lane  
Salisbury, MD 21801

**IF TO THE OWNER:** W. Blair Rinnier, President  
218 East Main Street  
Salisbury, MD 21801

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

WITNESS:

Julie A English

THE CITY OF SALSIBURY, MARYLAND

By: John R. Heath  
John R. Heath, Acting Mayor

WITNESS/ATTEST:

W. Blair Rinnier

OWNER:

By: W. Blair Rinnier  
W. Blair Rinnier, President

APPROVED AS TO FORM:

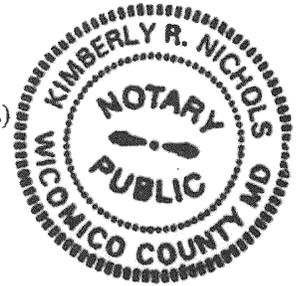
Laura Hay  
Laura Hay, City Attorney

STATE OF MARYLAND  
COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 24th day of February 2023 before me, a Notary Public in and for the State aforesaid, personally appeared Jim Hest 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

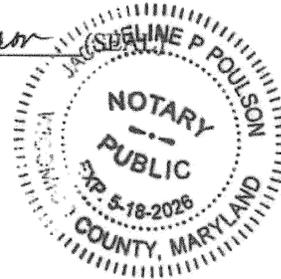


My Commission Expires: March 5, 2026

I HEREBY CERTIFY, that on this 22ND day of FEBRUARY, 2023, before me, a Notary Public in and for the State aforesaid, personally appeared W. BLAIR BUNNIER, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument.

WITNESS my hand and notarial seal.

Jacqueline P. Polson  
Notary Public



My Commission Expires: May 18, 2026

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.

Lucretia Hay, City Attorney

**EXHIBIT D**  
**REPORT OF ANNEXATION PLAN**  
*for the*  
**SHAREN DRIVE ANNEXATION  
TO THE CITY OF SALISBURY**

November 5, 2021

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

- At a work session on January 3, 2023, the Salisbury City Council reviewed the proposed annexation request.
- On June 17, 2021 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on January 3, 2023 ~~XXXX~~, the City Council *reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review – (text in italics is written prospectively).*
- A City Council meeting held on *(date to be inserted)* the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

**1.0**

**GENERAL INFORMATION AND DESCRIPTION**

**1.1 Petitioners**

The petitioner is Rinnier Development, a Maryland corporation whose principal address is 218 E. Main Street in Salisbury, Maryland 21801.

**1.2 Location**

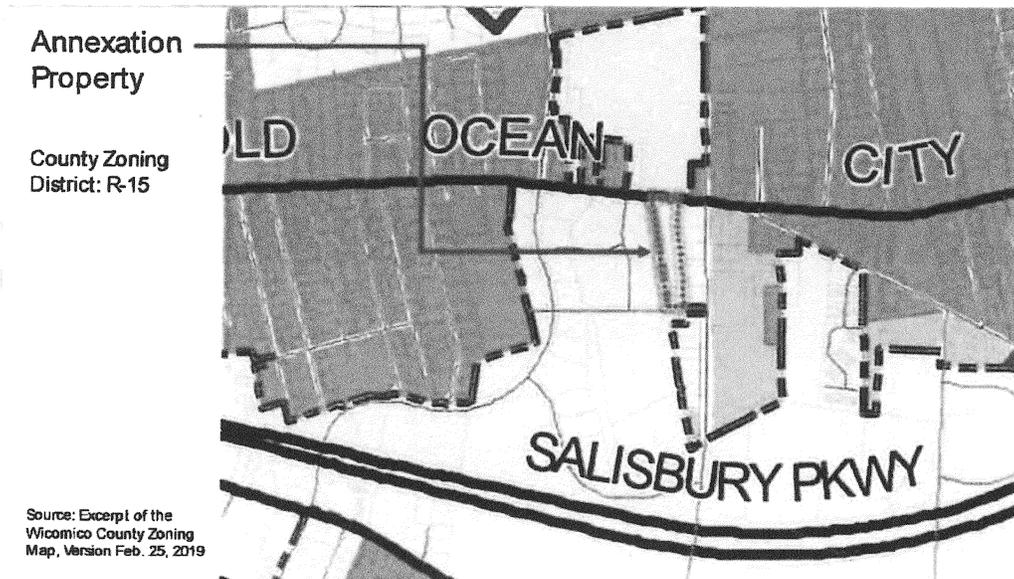
The Property's fronts Sharen Drive just west of its intersection with Phillip Morris Drive: Tax Map 0039, Parcel 0269.

**1.3 Property Description**

The Property is comprised of two lots totaling 3.55 acres. It contains a single-family detached house and otherwise is undeveloped, vacant, and partially wooded.

**1.4 Existing Zoning**

The Property is now zoned Residential, R-15 under the Wicomico County Code as shown in the exhibit below.



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

2.1 Comprehensive Plan The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City’s Municipal Growth Area with a planned land use designation of “Mixed-Use”. As the Comprehensive Plan states that, “The purpose of the mixed use category is to optimize the use of land and services, the conservation of environmentally sensitive areas, and the creation of functional and attractive developments”. The Comprehensive Plan specifically notes that “areas designated as “Mixed-Use” within the designated future growth areas will not include a residential component”. The use proposed for the annexation is fully non-residential – a self-storage facility.

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

The annexation of the subject Property is consistent with the Comprehensive Plan. It is in the designated municipal growth area and lies adjacent to property in the City already developed with apartments and other high density residential uses, under the Planned Development District standards (PDD #1-Robertson Farm).

2.2 Proposed Zoning Upon annexation, the Property would be zoned Light Business Institutional (LBI). The Salisbury Wicomico County Planning Commission recommends that the Property be zoned Planned Development District. The process for applying the Planned Development District zoning designation is set forth in the City Zoning Ordinance. It may be rezoned PDD through an amendment to the existing PDD #1 which is known as Robertson Farm. Under such an amendment, the boundaries of the PDD #1 would be enlarged to encompass the Property. This zoning step could proceed after annexation upon petition of the Owner.

2.3 Proposed Land Use The petitioners are proposing that the Property be developed into a self-storage facility. Development would be governed by City zoning regulations pertaining to the proposed LBI District except as may be amended through a subsequent rezoning to Planned Development District #1, as may be amended from time to time, or, through any successor zoning district which may be approved by the City in the future.

- 3.0 THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL**
- 3.1 Roads Access to the Property is provided via Sharen Drive, which is a public street road running between Beaglin Parkway and Phillip Morris Drive. The developer would extend the existing sidewalk on Sharen Drive from its current terminus through the frontage of the Property to Philip Morris Dive.
- 3.2 Water and Wastewater The Annexation Property is presently not connected to public water and sewer services and no connections are planned as part of the development. The proposed use—self storage—will operate without a source of potable water or sanitary sewer services.
- 3.3 Schools As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.
- 3.4 Parks and Rec. As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.
- 3.5 Fire, E.M., and Rescue Services The Salisbury Fire Department would provide fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to the Property.
- 3.6 Police The City of Salisbury Police Department would provide services to the Property.
- 3.7 Stormwater Management: Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.
- 3.8 Waste Collection Commercial development in the City is served by independent waste haulers.

4.0

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

The Property is located within the City's Municipal Growth Area and within the area designated "Mixed-Use". The Property is proposed to be developed as a self-storage facility. It lies adjacent to an existing apartment complex on its western side which is in the City, and single family detached house lots on its eastern side, which is outside of the City.

Should the Property eventually be rezoned to PDD #1, as recommended by the Planning Commission, (through amendments to the Roberts Farm PDD Development Plan), care will need to be taken to ensure that potential land use conflicts are minimized through use of setbacks, buffering, landscaping, and careful regulation of the placement and intensity of site lighting. The property must be developed with buffers adequate to screen the self-storage building and site operations from the adjoining residential uses and from Sharen Drive.

The sidewalk existing on Sharen Drive will be extended by the developer from its existing terminus to Phillip Morris Drive.

The site is presently mostly vacant and partially forested. It has no significant natural features or environmental constraints.

