

**RESOLUTION NO. 3346**

**A RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “**Diya Patel Properties, XII, LLC – West Road Annexation**”, beginning for the same at a point being South three degrees ten minutes fifty-eight seconds East (S 3° 10' 58" E) a distance of one hundred ninety-one decimal six, two (191.62) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,198,104.67 Y 202,392.01), being on the said Corporate Limits Line at a point being 1.48 feet easterly of the corner of Lot 11 of the "Manokin" subdivision. X 1,198,115.31 Y 202,200.68 (1) Thence by and with the northerly line of the said Lot 11, in part, South eighty-six degrees fifty-three minutes eight seconds West (S 86° 53' 08" W) one hundred thirty-five decimal one, five (135.15) feet to a point at the northwesterly corner of the said Lot 11. X 1,197,980.36 Y 202,193.34 (2) Thence by and with the said line Lot 11, in part, South three degrees thirty minutes fifty-two seconds East (S 3° 30' 52" E) two hundred eighty-one decimal five, zero (281.50) feet to a point at the southwesterly corner of Lot 13. X 1,197,997.62 Y 201,912.37 (3) Thence by and with the southerly line of the said Lot 13, in part, North sixty-seven degrees twenty-five minutes eight seconds East (N 67° 25' 08" E) one hundred forty-one decimal five, six (141.56) feet to a point being 1.87 feet beyond the southeasterly corner of the said Lot 13 also being near the westerly line of West Road on the existing aforesaid Corporate Limits Line. X 1,198,128.32 Y 201,966.73 (4) Thence by and with the said Corporate Limits Line North three degrees ten minutes fifty-eight seconds West (N 03° 10' 58" W) two hundred thirty-four decimal three, two (234.32) feet to the point of beginning (containing 0.80 acres, more or less to be annexed).

**RECITALS**

**WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated July 29, 2022, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “**Diya Patel Properties, XII, LLC – West Road Annexation**” beginning at a point contiguous to and binding upon the existing corporate limits line of the City of Salisbury, MD, being at the southernmost point of the affected property on the westerly right of way line of West Road at the western corporate limits of the City of Salisbury, continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as map 0038, Grid 0001, Parcel 0346, block A, Lot 11, Lot 12 and Lot 13, and further being the same real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Property**”); and

**WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of January 6, 2023, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 3** and incorporated by reference as if fully set forth herein; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation, dated July 29, 2022, meets all the requirements of applicable state and local law; and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the City of Salisbury's annexation of the Property as set forth herein, shall be and hereby is scheduled for June 10, 2024 at 6:00 p.m

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

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

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

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

**Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on June 10, 2024 at 6:00 p.m. in the Council Chambers at the Government Office Building located at 125 N. Division St., and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will hold

the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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


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


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

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

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

**THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on May 13, 2024; having been duly published as required by law in the meantime, a public hearing was held on June 10, 2024 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on June 10, 2024.

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

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

APPROVED BY ME this 17 day of June, 2024.

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

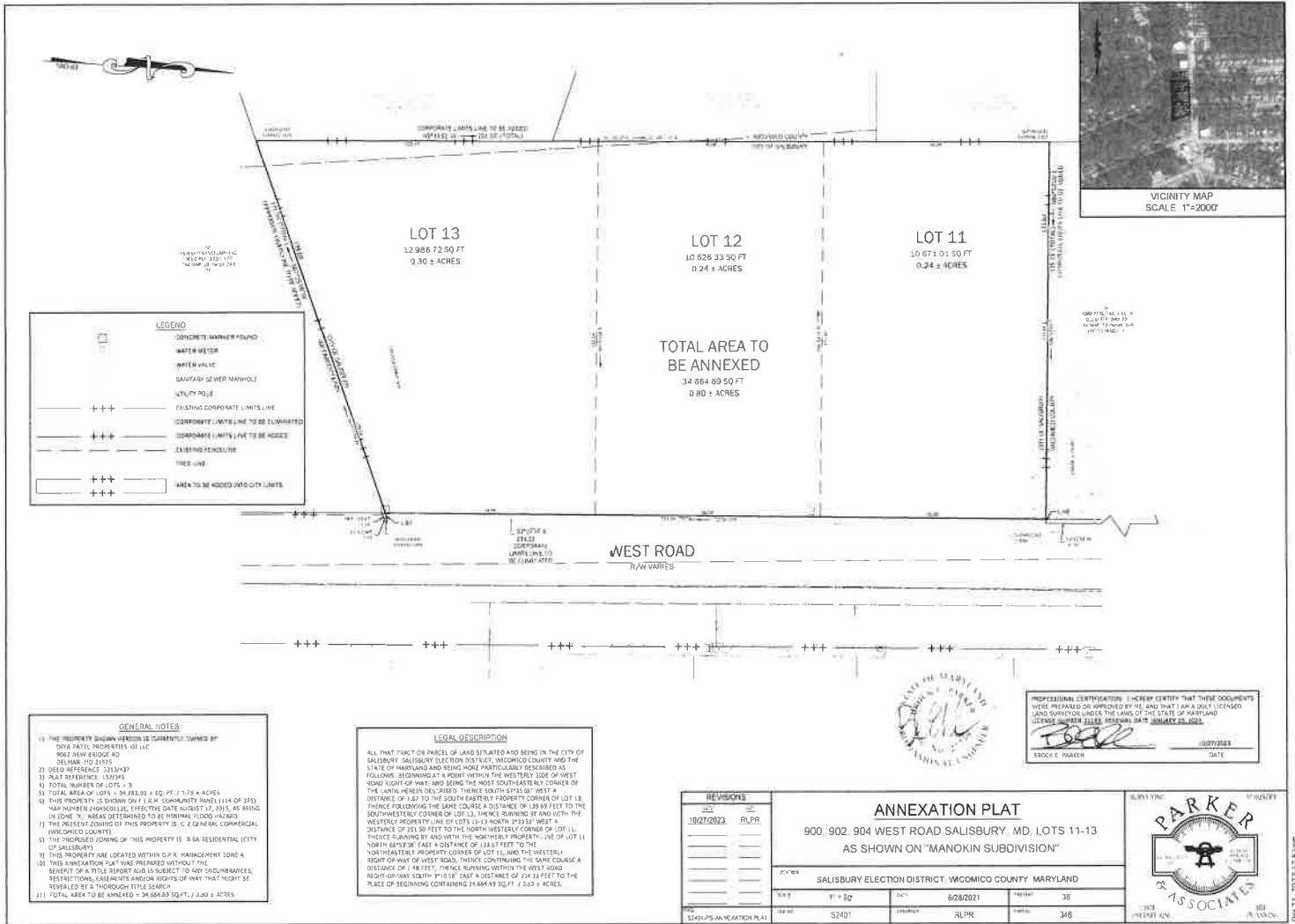


Exhibit 1

## WEST ROAD – DIYA PATEL PROPERTIES XII, LLC

Beginning for the same at a point being South three degrees ten minutes fifty-eight seconds

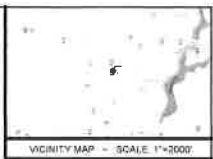
East (S 3° 10' 58" E) a distance of one hundred ninety-one decimal six, two (191.62) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,198,104.67 Y 202,392.01), being on the said Corporate Limits Line at a point being 1.48 feet easterly of the corner of Lot 11 of the "Manokin" subdivision. X 1,198,115.31 Y 202,200.68 (1) Thence by and with the northerly line of the said Lot 11, in part, South eighty-six degrees fifty-three minutes eight seconds West (S 86° 53' 08" W) one hundred thirty-five decimal one, five (135.15) feet to a point at the northwesterly corner of the said Lot 11. X 1,197,980.36 Y 202,193.34 (2) Thence by and with the said line Lot 11, in part, South three degrees thirty minutes fifty-two seconds East (S 3° 30' 52" E) two hundred eighty-one decimal five, zero (281.50) feet to a point at the southwesterly corner of Lot 13. X 1,197,997.62 Y 201,912.37 (3) Thence by and with the southerly line of the said Lot 13, in part, North sixty-seven degrees twenty-five minutes eight seconds East (N 67° 25' 08" E) one hundred forty-one decimal five, six (141.56) feet to a point being 1.87 feet beyond the southeasterly corner of the said Lot 13 also being near the westerly line of West Road on the existing aforesaid Corporate Limits Line. X 1,198,128.32 Y 201,966.73 (4) Thence by and with the said Corporate Limits Line North three degrees ten minutes fifty-eight seconds West (N 03° 10' 58" W) two hundred thirty-four decimal three, two (234.32) feet to the point of beginning.

Annexation containing 0.80 acres, more or less.

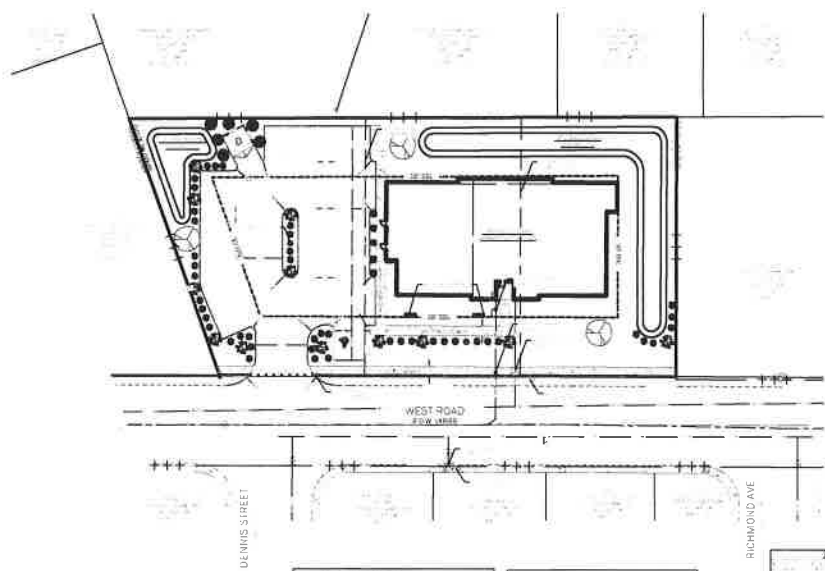
# PATEL PROPERTIES APARTMENTS

## ANNEXATION SITE PLAN

WICOMICO COUNTY, MARYLAND



<b>SURFACE COVERAGE</b>	Asphalt Paved	Grass	Gravel	Concrete
<b>DENSITY TABULATION</b>	Residential Medium Density (R-2)	Residential Single-Family Detached (R-1)	Residential Single-Family Attached (R-3)	Residential Medium Density (R-2)
<b>PARKING</b>	Surface	Garage	Other	
<b>ESTIMATED WATER &amp; SEWER DISCHARGE</b>	0.00	0.00	0.00	0.00



LEGEND	
	Building Footprint
	Parking
	Landscaping
	Utility Lines
	Street
	Property Boundary
	Easement
	Other

LANDSCAPE LEGEND	
	Tree
	Shrub
	Flowering Shrub
	Groundcover
	Lawn

LANDSCAPE NOTES	
1. All trees to be planted in accordance with the Maryland Nursery and Landscaping Act.	
2. All shrubs to be planted in accordance with the Maryland Nursery and Landscaping Act.	
3. All groundcover to be planted in accordance with the Maryland Nursery and Landscaping Act.	
4. All lawn to be planted in accordance with the Maryland Nursery and Landscaping Act.	

<b>DATE PREPARED</b>	08/15/2018
<b>DATE CHECKED</b>	08/15/2018
<b>DATE APPROVED</b>	08/15/2018
<b>DATE REVISION</b>	

SHEET 1

ANNEXATION SITE PLAN  
PATEL PROPERTIES APARTMENTS

Exhibit 3

**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

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

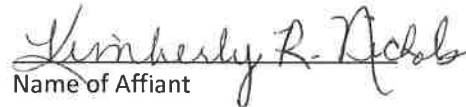
I solemnly declare under the penalties of perjury that the contents of the foregoing paper is true to the best of my knowledge, information, and belief.

  
Name of Affiant

**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

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

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

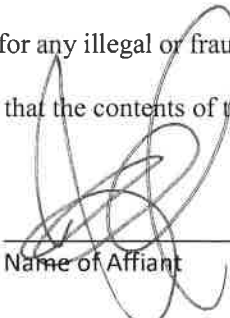
  
Name of Affiant



**AFFIDAVIT OF INTENT TO USE ELECTRONIC SIGNATURE**

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

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

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

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 346

Lots 11, 12, 13

Map # 38

SIGNATURE (S)



7-29-22  
Date

Printed Rachelle Rauenzahn (agent)

\_\_\_\_\_  
Date

Printed \_\_\_\_\_

\_\_\_\_\_  
Date

Printed \_\_\_\_\_

\_\_\_\_\_  
Date

Printed \_\_\_\_\_



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

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LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

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July 21, 2022

Les Sherrill, Prof. LS  
City surveyor  
Department of Infrastructure  
City of Salisbury  
125 N. Division St.  
Salisbury, MD 21801

**RE: Petition for Annexation  
West Road lots 11-13**

Dear Les,

On behalf of the developer/owner, I am seeking annexation of lots 11-13, located on West Road, just west of the city limits of Salisbury and containing a total annexation area of 0.80 acres more or less.

Said lots can be found on Tax Map 38, Parcel 346, and further described on the attached plat entitled, "Annexation Plat – 900, 902, 904 West Road Salisbury, MD, lots 11-13"; additionally on plat reference: 157/345.

The present zoning of the property is C-2 General Commercial (Wicomico County). I am requesting said lots be annexed into the City of Salisbury and zoned R-8A Residential, a similar request as granted to CFE & Holdings, approximately 515 feet south of the property in question. The proposed use will be multi family, with access to city water & sewer, and private trash collection.

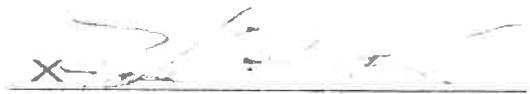
Available on the Plat attached and entitled, "Annexation Plat – 900, 902, 904 West Road Salisbury, MD, lots 11-13", you will find a legal description of the area to be annexed.

The project is currently in the preliminary design stage. If we are able to feasibly obtain annexation and water/sewer services, we will move forward diligently with this project. We strongly feel this project would have success in it's given location.

Please note for the record, that I have been authorized to make this petition on behalf of the developer/client, as his agent.

Thank you for your time and consideration with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachelle Rauenzahn", is written over a horizontal line. The signature is somewhat stylized and includes a small "X" mark at the beginning.

Rachelle Rauenzahn  
CAD Technician/Project Manager  
Parker and Associates



City of  
**Salisbury**  
Jacob R. Day, Mayor

CERTIFICATION

WEST ROAD – DIYA PATEL PROPERTIES XII, LLC ANNEXATION

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

Leslie C. Sherrill  
Surveyor

Date: 1/6/2023

West Rd – Diya Patel Properties XII LLC – Certification – 01-6-2023.doc

# DIYA PATEL PROPERTIES XII, LLC – WEST ROAD ANNEXATION

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this 7<sup>th</sup> day of August, 2024 by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Diya Patel Properties XII, LLC*, a Maryland limited liability company (“Patel”), (the City and Patel are hereinafter referred to collectively as the “Parties”).

### RECITALS

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

**WHEREAS**, Patel is the owner of all that certain real property identified as Map 0038, Grid 0001, Parcel 0346, Block A, Lot 11 consisting of 10,640 square feet more or less, having a premises address of 904 West Road, Salisbury, Maryland 21801 (“**Lot 11**”), pursuant to a Deed, dated January 22, 2020, from Sunset Heights, Inc., to Patel, recorded among the Land Records of Wicomico County, Maryland in Liber 4584, folio 494;

**WHEREAS**, Patel is the owner of all that certain real property identified as Map 0038, Grid 0001, Parcel 0346, Block A, Lot 12 consisting of 10,640 square feet more or less, having a premises address of 902 West Road, Salisbury, Maryland 21801 (“**Lot 12**”), pursuant to a Confirmatory Deed, dated October 20, 2023, recorded among the Land Records of Wicomico County, Maryland in Liber 5313, folio 437;

**WHEREAS**, Patel is the owner of all that certain real property identified as Map 0038, Grid 0001, Parcel 0346, Block A, Lot 13 consisting of 12,012 square feet more or less, having a premises address of 900 West Road, Salisbury, Maryland 21801 (“**Lot 13**”), pursuant to a Confirmatory Deed, dated October 20, 2023, recorded among the Land Records of Wicomico County, Maryland in Liber 5313, folio 437;

**WHEREAS**, Lot 11, Lot 12 and Lot 13 are further described in the Annexation Plat attached hereto as *Exhibit 1* and incorporated herein. Lot 11, Lot 12 and Lot 13 are hereinafter referred to collectively as the “**Property**”). 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*; and

**WHEREAS**, Patel intends to re-subdivide the three (3) parcels of the Property into one (1) parcel, as described in the “Annexation Site Plan – Patel Properties Apartments,” a copy of which is attached hereto and incorporated herein as *Exhibit 3*;

**WHEREAS**, upon Patel’s subdivision of the Property into one (1) parcel as described in *Exhibit 3*, Patel intends to construct an apartment building upon the Property;

**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 Patel desires to obtain for its development of the Property as aforesaid;

**WHEREAS**, Patel, submitted a Petition for Annexation (the “**Petition**”), dated July 29, 2022, requesting the City annex each parcel of land which makes up the Property as contemplated herein;

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

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

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

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

1. **Effective Date.**

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

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

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

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Patel'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 Patel.**

(a) This Agreement shall constitute the written consent of Patel to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Patel represents and warrants to the City that it has the full power and authority to sign this Agreement and that Patel is the sole owner of the Property more particularly described in *Exhibit 2* and, thus, constitutes the owner of one hundred percent (100%) of the assessed value of the Property. Patel further represents and warrants to the City that there is no action pending against, or otherwise involving, Patel that would affect, in any way, the right and authority of Patel to execute this Agreement.

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

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

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.

5. **Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial.

6. **Municipal Services.**

(a) Subject to the obligations of Patel set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Patel’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 Patel 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) Patel, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City’s annexation of the Property. Patel 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 Patel 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), Patel 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 Patel under Section 8(a), whichever is greater.

9. **Development Considerations.**

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



**(b) Development of Property.** Patel shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's General Commercial zoning district.

**(c) Contribution to Area Improvement.** Upon commencement of construction of the development of the Property or within one year from the date of this Agreement, whichever is sooner, the portion of West Road abutting the Property shall be upgraded to meet all applicable City standards and specifications in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), streetlights, on-street parking and the provision of a bike lane thereon. All upgrades made to West Road, as aforesaid, shall be performed by the City at the sole cost and expense of Patel. The Director of the City's Department of Infrastructure and Development may extend this time frame for up to one additional year upon written request of Patel.

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

- (i)** Prior to Patel's submission or filing of any application or request for issuance of a permit for or relating to Patel's development of the Property, including an application for a building permit, or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, Patel shall pay to the City a non-refundable development assessment in the amount of Five Thousand Dollars and 00/100 (\$5,000) (the "**Development Assessment**"). Patel expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.
- (ii)** In the event Patel 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, Patel 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 Patel 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.** Patel 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 Patel 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) Patel'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 Patel 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 Patel, or any party acting on its behalf for any work associated with Patel's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**(g)** Patel's subdivision of the Property into one (1) parcel as described in *Exhibit 3* shall occur on or before one year from the date of this Agreement.

**10. RECORD PLAT.**

Patel 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 (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

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

Diya Patel Properties XII, LLC  
c/o Dipal Patel  
9062 Newbridge Drive  
Delmar, MD 21875

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

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

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

**12. Future Uses of Annexed Property.**

Patel 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 General Commercial 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 Patel'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 Patel is acting as the agent of the other party in any respect hereunder; and, **(iii)** that each of the City and Patel 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 Patel, 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), Patel 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. Patel shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Patel of any of its interests in and to the Property or any portion thereof.

**(i) Express Condition.** The obligations of Patel 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 Patel independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Patel 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 Patel, 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 Patel. 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 Patel'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:

**"Patel"**:

**Diya Patel Properties XII, LLC**

Shirley Wadderson

By:  (Seal)  
Member Authorized Representative

**THE "CITY"**:

**City of Salisbury, Maryland**

Lee E Ryan

By:  (Seal)  
Randolph J. Taylor Mayor

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31<sup>st</sup> day of July, 2024 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dipal Patel, who acknowledged himself to be an Authorized Representative of Diya Patel Properties XII, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Diya Patel Properties XII, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Susanne Wehrgoy  
NOTARY PUBLIC



My Commission Expires: 01/17/2026

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 1<sup>th</sup> day of AUGUST, 2024 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDOLPH J. TAYLOR, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

R. Kowalewski  
NOTARY PUBLIC

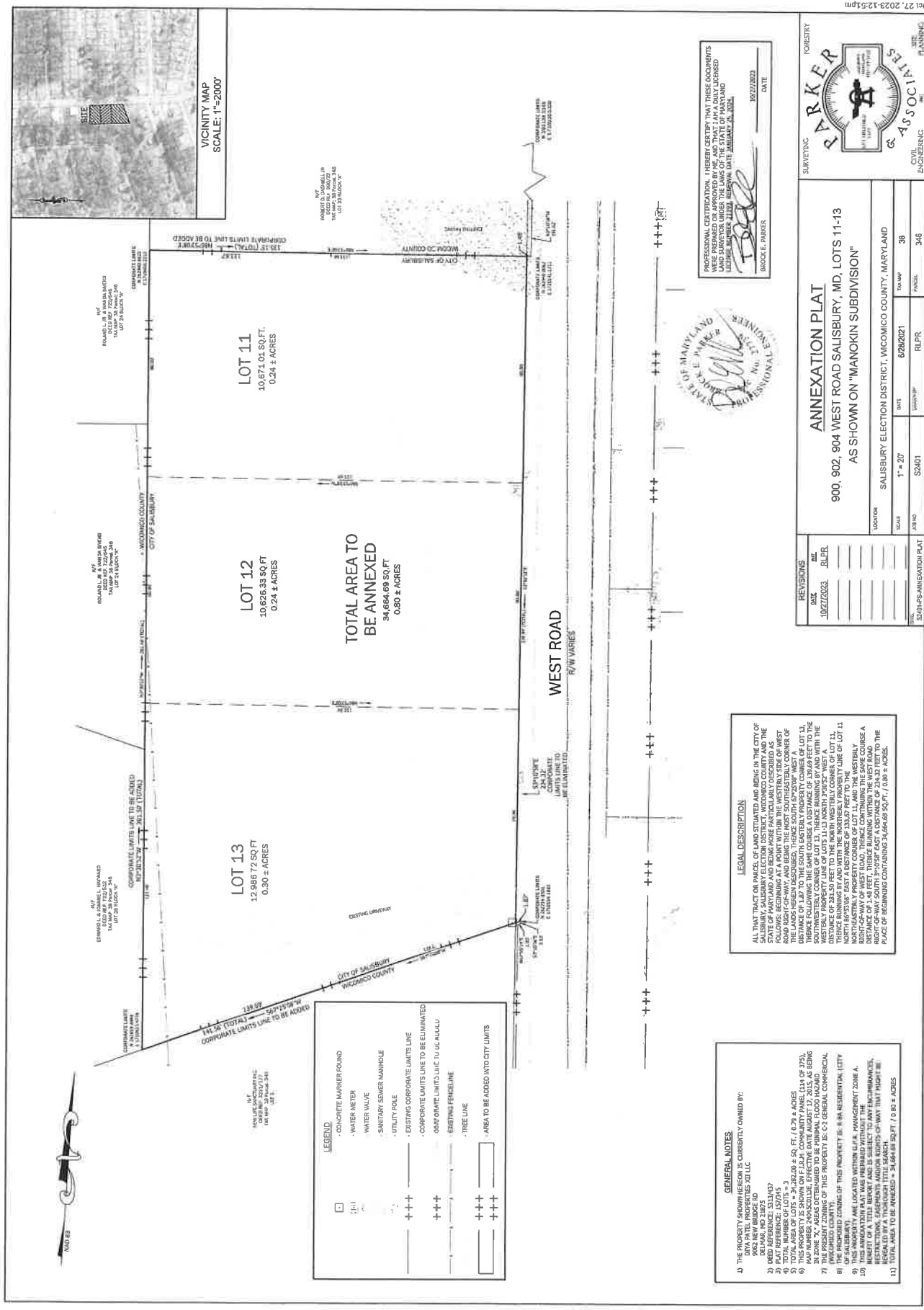


My Commission Expires: 01/05/2025

**CERTIFICATION BY ATTORNEY**

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

[Signature]  
Laura E. Ryan, Esq.



**LEGEND**

- CONCRETE MARKER FOUND
- WATER METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- UTILITY POLE
- EXISTING CORPORATE LIMITS LINE
- CORPORATE LIMITS LINE TO BE ELIMINATED
- 6000 CORNER LIMITS TO UIC (UIC 1000)
- EXISTING FENCE LINE
- TREE LINE
- AREA TO BE ADDED INTO CITY LIMITS

**TOTAL AREA TO BE ANNEXED**  
34,668.10 SQ. FT.  
0.80 ± ACRES

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND SITUATED AND BEING IN THE CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND, AND BEING THE WESTERLY SIDE OF WEST ROAD, BEGINNING AT A POINT WITHIN THE WESTERLY CORNER OF LOT 13, DISTANCE OF 1.87 TO THE SOUTHWESTERLY CORNER OF LOT 13, THENCE FOLLOWING THE SAME COURSE A DISTANCE OF 13.69 FEET TO THE WESTERLY PROPERTY LINE OF LOTS 11, 12 AND 13, THENCE NORTH W 1/4 NORTH 82° 15' 22" WEST A DISTANCE OF 31.00 FEET TO THE NORTH WESTERLY CORNER OF LOT 11, THENCE NORTH 82° 15' 22" WEST A DISTANCE OF 13.67 FEET TO THE NORTH WESTERLY CORNER OF LOT 11, THENCE NORTH 82° 15' 22" WEST A DISTANCE OF 23.32 FEET TO THE WESTERLY PROPERTY LINE OF LOT 11, THENCE SOUTH 82° 15' 22" WEST A DISTANCE OF 1.87 FEET, THENCE RUNNING WITHIN THE WEST ROAD TO THE PLACE OF BEGINNING CONTAINING 0.80 ± ACRES, OR 34,668.10 ± ACRES.

- GENERAL NOTES**
- THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY: SAEL NEW BRIDGE RD, WEST LUCE
  - DELAWARE, MD 21625
  - PLAT REFERENCE: 157745
  - TOTAL NUMBER OF LOTS = 3
  - LOT 13 HAS AN AREA OF 10,626.33 SQ. FT. (0.24 ACRES)
  - MAP NUMBER 200-0012, EFFECTIVE DATE AUGUST 27, 2015, AS BEING PART OF THE SALISBURY CITY COMMUNITY PLAN (111 OF 275)
  - THIS PROPERTY IS SHOWN ON E.F.A.R. COMMUNITY PANEL (111 OF 275)
  - THE PRESIDENT ZONING OF THIS PROPERTY IS: C-2 GENERAL COMMERCIAL (WICOMICO COUNTY)
  - THE PRESENT ZONING OF THIS PROPERTY IS: R-8 RESIDENTIAL (CITY OF SALISBURY)
  - THIS PROPERTY IS LOCATED WITHIN THE R-8 MANAGEMENT ZONE A.
  - IF THIS PROPERTY IS SUBJECT TO ANY FEDERAL, STATE, OR FEDERAL RESTRICTIONS, EASEMENTS, OR OTHER RIGHTS-OF-WAY THAT MIGHT BE SUBJECT TO ANNUAL RENEWAL, THE OWNER OF THIS PROPERTY SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RIGHTS-OF-WAY.
  - TOTAL AREA TO BE ANNEXED = 34,668.10 SQ. FT. / 0.80 ± ACRES

**REVISIONS**

DATE	BY	DESCRIPTION
10/27/2023	RLPR	

**ANNEXATION PLAT**  
900, 902 WEST ROAD SALISBURY, MD, LOTS 11-13  
AS SHOWN ON "MANOKIN SUBDIVISION"

LOCATION: SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE: 1" = 20'

JOB NO: S2401  
SHEET: 346

DATE: 6/28/2021



PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: 1108. ISSUANCE DATE: JANUARY 20, 2021.

DATE: 6/27/23

BROCKE PARKER





## WEST ROAD – DIYA PATEL PROPERTIES XII, LLC

Beginning for the same at a point being South three degrees ten minutes fifty-eight seconds

East (S 3° 10' 58" E) a distance of one hundred ninety-one decimal six, two (191.62) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,198,104.67 Y 202,392.01), being on the said Corporate Limits Line at a point being 1.48 feet easterly of the corner of Lot 11 of the "Manokin" subdivision. X 1,198,115.31 Y 202,200.68 (1) Thence by and with the northerly line of the said Lot 11, in part, South eighty-six degrees fifty-three minutes eight seconds West (S 86° 53' 08" W) one hundred thirty-five decimal one, five (135.15) feet to a point at the northwesterly corner of the said Lot 11. X 1,197,980.36 Y 202,193.34 (2) Thence by and with the said line Lot 11, in part, South three degrees thirty minutes fifty-two seconds East (S 3° 30' 52" E) two hundred eighty-one decimal five, zero (281.50) feet to a point at the southwesterly corner of Lot 13. X 1,197,997.62 Y 201,912.37 (3) Thence by and with the southerly line of the said Lot 13, in part, North sixty-seven degrees twenty-five minutes eight seconds East (N 67° 25' 08" E) one hundred forty-one decimal five, six (141.56) feet to a point being 1.87 feet beyond the southeasterly corner of the said Lot 13 also being near the westerly line of West Road on the existing aforesaid Corporate Limits Line. X 1,198,128.32 Y 201,966.73 (4) Thence by and with the said Corporate Limits Line North three degrees ten minutes fifty-eight seconds West (N 03° 10' 58" W) two hundred thirty-four decimal three, two (234.32) feet to the point of beginning.

Annexation containing 0.80 acres, more or less.



**ANNEXATION PLAN  
FOR THE  
DIYA PATEL PROPERTIES XII, LLC– WEST ROAD  
ANNEXATION  
TO THE CITY OF SALISBURY**

April 2, 2024

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 which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council, held on May 6, 2024, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by **Diya Patel Properties XII, LLC (“Patel”)**, dated July 29, 2022, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
  - Map 0038, Grid 0001, Parcel 0346, block A, Lot 11, consisting of 10,640 square feet more or less, having a premises address of 904 West Road, Salisbury, Maryland 21801 (“**Lot 11**”)
  - Map 0038, Grid 0001, Parcel 0346, block A, Lot 12 consisting of 10,640 square feet more or less, having a premises address of 902 West Road, Salisbury, Maryland 21801 (“**Lot 12**”)
  - Map 0038, Grid 0001, Parcel 0346, block A, Lot 13 consisting of 12,012 square feet more or less, having a premises address of 900 West Road, Salisbury, Maryland 21801 (“**Lot 13**”);
  - Lot 11, Lot 12 and Lot 13 are further described in the Annexation Plat dated October 27, 2023 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) attached hereto as *Exhibit 1* and incorporated herein. Lot 11, Lot 12 and Lot 13 are hereinafter referred to collectively as the “**Annexed Property**”.
- At the February 16, 2023 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On May 13, 2024, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by Patel. Furthermore, at the May 13, 2024, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

**1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.**

**1.1. Petitioner for Annexation of the Annexed Property.**

- (a) **Lot 11.** Patel is the Petitioner for annexation of Lot 11. Lot 11 was conveyed unto Patel by Deed, dated January 22, 2020, from Sunset Heights, Inc., to Patel, recorded among the Land Records of Wicomico County, Maryland in Liber 4584, Folio 494.
- (b) **Lot 12.** Patel is the Petitioner for annexation of Lot 12. Lot 12 was conveyed unto Diya Patel Properties XIII, LLC via a Deed dated January 22, 2020 recorded among the Land Records of Wicomico County, Maryland in Liber 4585, Folio 1, which was thereafter followed by a Confirmatory Deed dated February 7, 2020 recorded among the Land Records of Wicomico County, Maryland in Liber 4595, Folio 257. Following the filing of Articles of Merger with the Maryland State Department of Assessments and Taxation, Diya Patel Properties XIII, LLC was merged into Patel and a Confirmatory Deed, dated October 20, 2023, was recorded among the Land Records of Wicomico County, Maryland in Liber 5313, folio 437 confirming Patel as the owner of Lot 12.
- (c) **Lot 13.** Patel is the Petitioner for annexation of Lot 13. Lot 13 was conveyed unto Diya Patel Properties XIV, LLC via a Deed dated January 22, 2020 recorded among the Land Records of Wicomico County, Maryland in Liber 4585, Folio 8, which was thereafter followed by a Confirmatory Deed dated February 7, 2020 recorded among the Land Records of Wicomico County, Maryland in Liber 4595, Folio 263. Following the filing of Articles of Merger with the Maryland State Department of Assessments and Taxation, Diya Patel Properties XIV, LLC was merged into Patel and a Confirmatory Deed, dated October 20, 2023, was recorded among the Land Records of Wicomico County, Maryland in Liber 5313, folio 437 confirming Patel as the owner of Lot 13.

**1.2. Location.**

- (a) **Lot 11.** Lot 11 is located on the westerly side of West Road, having a premise address of 904 West Road Salisbury, MD 21801 (Map 0038, Grid 0001, Parcel 0346, Lot 11).
- (b) **Lot 12.** Lot 12 is located on the westerly side of West Road, having a premise address of 902 West Road Salisbury, MD 21801 (Map 0038, Grid 0001, Parcel 0346, Lot 12).
- (c) **Lot 13.** Lot 13 is located on the westerly side of West Road, having a premise address of 900 West Road Salisbury, MD 21801 (Map 0038, Grid 0001, Parcel 0346, Lot 13).

**1.3. Property Description.** The Annexed Property consists of .80+/- acres of land more or less and is comprised of Lot 11, Lot 12 and Lot 13, as more particularly described hereinabove and depicted by a plat titled, "Annexation Plat," attached hereto and incorporated herein as **Exhibit 1**. 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**. Upon the annexation thereof, the portion of West Road abutting the Property shall be upgraded to meet all applicable City standards and specifications in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and

Development, including all applicable City standards, specifications and/or requirements for road width, sidewalk(s), streetlights, on-street parking and the provision of a bike lane thereon. All upgrades made to West Road, as aforesaid, shall be performed by the City at the sole cost and expense of Patel as provided in the Annexation Agreement by and between the City and Patel of even date herewith.

**1.4. Existing Zoning.** All of the Annexed Property is now C-2 General Commercial under the Wicomico County Code. The properties to the north and south are in the County's C-2 General Commercial district. The properties to the east and west are in the County's R-8 Residential zoning district.

## **2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

### **2.1. Comprehensive Plan.**

- (a) The City of Salisbury adopted the current Comprehensive Plan in 2010. The Annexed Property is located within the City of Salisbury's designated municipal growth area. The City's Comprehensive Plan and Future Land Use map designates the Annexed Property as commercial.
- (b) With respect to annexation of lands, the goal of the City of Salisbury's Comprehensive Plan is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City."

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as "General Commercial." Per Section 17.36.010 of the City of Salisbury Code, the purpose of the "General Commercial" zoning district is to "is to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities." In a letter to Patel, via its engineer/surveyor, dated February 27, 2023, from Brian Soper, City Planner for the City of Salisbury, informing Patel the Planning Commission had forwarded a favorable recommendation to the Mayor and Council for the Annexed Property to be zoned General Commercial upon annexation, Mr. Soper explained: the Planning Commission recommended the Property be zoned General Commercial subject to the condition that the lot be consolidated in one (1) lot.

**2.3. Proposed Land Use for Annexed Property.** Patel proposes to construct an apartment building upon the Property in accordance with the "Annexation Site Plan" (a copy of which is attached hereto and incorporated herein as *Exhibit 3*).

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

### **3.1. Roads.**

- (a) Currently, the Annexed Property is undeveloped, with out defined access points (see *Exhibit 1*). Upon redevelopment of the Annexed Property, Patel's Site Plan indicates one access point from West Road (see *Exhibit 3*). The City of Salisbury Department of Infrastructure and Development will ultimately evaluate and make a determination about this proposed access configuration upon Patel's submittal of a final site development plan for the City's review and approval.

- (b) Sidewalks built to City standards would be located along the full road frontages of the Annexed Property and internally within the Annexed Property.

**3.2. Water and Wastewater Treatment.** In keeping with its Annexation Site Plan, Patel's redevelopment of the Annexed Property will create a demand of about 3,000 gallons per day. At its expense, Patel will connect to existing public water and sewerage facilities in the area at the direction of the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property upon its redevelopment.

**3.3. Schools.** As shown on the Annexation Site Plan (*see Exhibit 3*), the Annexed Property will comprise an apartment building to be used for housing, with 12 units. Accordingly, at most, the Annexed Property adds 12 units to be used for housing within the City's municipal boundaries; therefore, the Annexed Property will generate minimal (if any) public school pupil enrollment and will have no or negligible impact on school capacity.

**3.4. Parks and Recreation.** The Annexed Property will have no impact on park and recreational facilities, nor will Patel's planned development of the Annexed Property generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will provide the aforesaid services to the Annexed Property.

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

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

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

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

- (a) The Annexed Property is located along West Road, just west of its intersections with Richmond Avenue and Dennis Street. The Annexed Property adjoins existing City boundaries along its east property line. Patel's proposed housing use is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. Patel's proposed redevelopment of the Annexed Property would serve existing and future residents in this region of the City of Salisbury as it would provide additional housing alternatives.
- (b) Attempts have been made to secure a development scenario that would be accessible by walking and would promote greater accessibility overall. Sidewalks would be constructed along the road frontages within the Annexed Property
- (c) The thoughtful use of landscape design will enhance the quality of the streetscape in the area of the Annexed Property, which will improve it over existing conditions. For example: Patel will provide enhanced site landscaping at the site of the Annexed Property.