



## **CITY OF SALISBURY**

115 S. Division Street, Salisbury, MD 21801

### **WORK SESSION**

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

Monday, May 19, 2025 7:00 PM

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D'SHAWN M. DOUGHTY  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

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## **CALL TO ORDER**

## **DOWNTOWN DEVELOPER STATUS UPDATE**

## **RESOLUTIONS**

- Pohanka 2 Annexation (Chestnut Way)  
Resolution to annex certain land to be known as "Chestnut Way – Pohanka Kia Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 5.280 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.
- Parks Rules and Regulations Updates  
Resolution adopting rules and regulation of all city parks except for the Salisbury Marina and Salisbury Zoological Park.

## **ORDINANCES**

- Ordinance to Amend Title 5 of the Salisbury City Code (Chesapeake Franchise Agreement)  
Ordinance amending Title 5 of the Salisbury City Code, entitled "Business Licenses and Regulations," to add Chapter 5.23 to authorize and govern a gas franchise agreement

## **PUBLIC COMMENT (Agenda Items Only)**

## **ADMINISTRATION COMMENTS**

## **COUNCIL COMMENTS**

## **ADJOURNMENT**

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

## Memo

To: Andy Kitzrow, City Administrator  
From: Zachary White, Associate Planner  
Date: May 9, 2025  
Subject: Pohanka 2 Annexation (Chestnut Way)

The Department of Infrastructure & Development requests the above proposed Pohanka Kia Annexation be placed on the City Council legislative agenda schedule for the first reading, public hearing and second reading.

Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review in considering the request.

The site is comprised of two parcels, located east of northbound U.S. Route 13 between Maple Way and Cherry Way, and totals 5.28+/- acres in area. The site is located within the C-2 General Commercial Zoning District of Wicomico County, and the applicant has requested that the parcels be designated as General Commercial upon annexation. Planning Commission forwarded a favorable recommendation to have the property zoned General Commercial on September 20, 2024.

Attached, please find the proposed Annexation Resolution, as well as supplemental documents.

Unless you or the Mayor has any further questions, please forward a copy of this memo and the attachments to Council for their review.

### Attachment(s):

[Pohanka 2- Chestnut Way Resolution](#)

[Ex. 1 Petition for Annexation.pdf](#)

[Ex. 2 Property Description.pdf](#)

[Ex. 3 Annexation Plat.pdf](#)

[Ex. 4 4-404 Certification \(25%\).pdf](#)

[Ex. 5 Site Plan.pdf](#)

[Ex. 6 Annexation Agreement.pdf](#)

[Ex. 7 Annexation Plan.pdf](#)

[Public Notice.pdf](#)



\_\_\_\_\_, 2025 at 6:00 p.m.

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

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

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

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

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

**Section 5.** The Zoning Map of the City of Salisbury shall be amended to include the Property within that certain Zoning District of the City of Salisbury identified as **“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 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on \_\_\_\_\_ 2025 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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

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

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

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

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

86           **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
87 City of Salisbury held on \_\_\_\_\_, 2025, having been duly published as required by law in  
88 the meantime, and a public hearing was held on \_\_\_\_\_, 2025 at 6:00 p.m., and was finally  
89 passed by the Council at its regular meeting held on \_\_\_\_\_, 2025.

91 \_\_\_\_\_  
92 Julie English,  
93 City Clerk

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

94  
95 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2025.

96  
97  
98 \_\_\_\_\_  
99 Randolph J. Taylor,  
100 Mayor

# 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. 6 LOTS

Parcel(s) # 0029 - 0023 - 0017 - BLOCK 'D' - LOT 1A

0029 - 0023 - 0017 - BLOCK 'C' - LOT 1

0029 - 0022 - 0017 - BLOCK 'C' - LOT 2

Map # 0029 - 0023 - 0017 - BLOCK 'C' - LOT 3

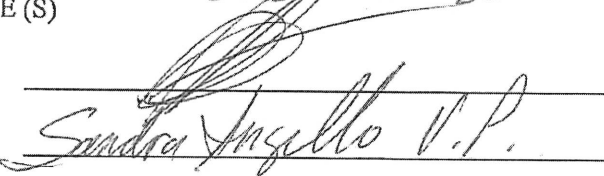
0029 - 0023 - 0017 - BLOCK 'C' - LOT 5

0029 - 0022 - 0017 - BLOCK 'C' - LOT 7

SIGNATURE (S)

Signature

Printed

  
Sandra Angello V.P.

Date

3/19/25

VICE PRESIDENT OF CFKia LLC

AUTHORIZE AGENT, ZION ROAD TWO, LLC

Signature

Printed

Date

Signature

Printed

Date

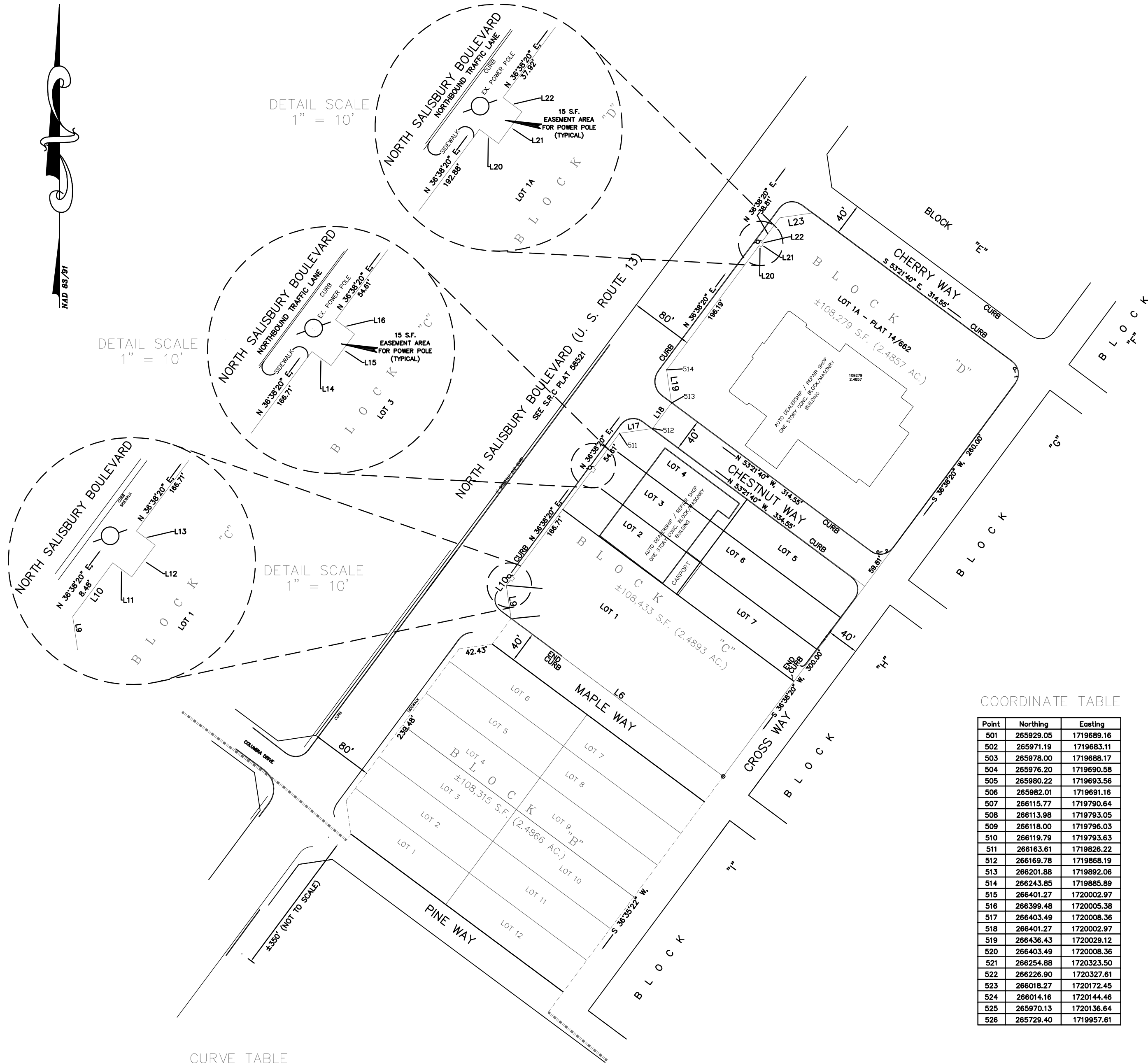
## CHESTNUT WAY – POHANKA KIA

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, located at the intersection of the northerly right of way line of Maple Way and the westerly right of way line of Cross Way. X 1,207,531.66 Y 204,982.14 (1) Thence by and with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) three hundred decimal zero, zero (300.00) feet to a point intersecting the southerly right of way line of Chestnut Way. X 1,207,710.78 Y 205,222.80 (2) Thence continuing with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) fifty-nine decimal eight, one (59.81) feet to a point at the end of a curve on the northerly right of way line of Chestnut Way. X 1,207,746.58 Y 205,270.95 (3) Thence continuing with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) two hundred sixty decimal zero, zero (260.00) feet to a point at the beginning of a curve on the southerly right of way line of Cherry Way. X 1,207,901.74 Y 205,497.57 (4) Thence by and with said curve, to the left, having a radius of 20.00 feet and a length of 31.42 feet, a chord bearing of North eight degrees twenty-one minutes forty seconds West (N 08° 21' 40" W) a chord distance of twenty-eight decimal two, eight (28.28) feet to a point. X 1,207,897.63 Y 205,507.56 (5) Thence by and with the said line of Cherry Way North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three hundred fourteen decimal five, five (314.55) feet to a point on the easterly right of way line of North Salisbury Boulevard. X 1,207,645.23 Y 205,695.27 (6) Thence by and with the said line of North Salisbury Boulevard the following seven courses: (6a) South eighty-one degrees thirty-eight minutes twenty seconds West (S 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,603.26 Y 205,689.10 (6b) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) thirty-eight decimal eight, one (38.81) feet to a point. X 1,207,580.09 Y 205,657.96 (6c) South fifty-three degrees twenty-one minutes forty seconds East (S 53° 21' 40" E) three decimal zero, zero (3.00) feet to a point. X 1,207,582.50 Y 205,656.17 (6d) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) five decimal zero, zero (5.00) feet to a point. X 1,207,579.52 Y 205,652.16 (6e) North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three decimal zero, zero (3.00) feet to a point. X 1,207,577.11 Y 205,653.95 (6f) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) one hundred ninety-six decimal one, nine (196.19) feet to a point. X 1,207,460.03 Y 205,496.52 (6g) South eight degrees twenty-one minutes forty seconds East (S 08° 21' 40" E) forty-two decimal four, three (42.43) feet to a point on the northerly right of way line of the aforementioned Chestnut Way. X 1,207,466.20 Y 205,454.55 (7) Thence crossing the said Chestnut Way South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) forty decimal zero, zero (40.00) feet to a point on the aforesaid line of North Salisbury Boulevard. X 1,207,442.33 Y 205,422.45 (8) Thence by and with the said line of North Salisbury Boulevard the following eleven courses: (8a) South eighty-one degrees thirty-eight minutes twenty seconds West (N 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,400.35 Y 205,416.28 (8b) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) fifty-four decimal six, one

(54.61) feet to a point. X 1,207,367.76 Y 205,372.46 (8c) South fifty-three degrees twenty-one minutes forty seconds East ( $S 53^{\circ} 21' 40'' E$ ) three decimal zero, zero (3.00) feet to a point. X 1,207,370.17 Y 205,370.67 (8d) South thirty-six degrees thirty-eight minutes twenty seconds West ( $S 36^{\circ} 38' 20'' W$ ) five decimal zero, zero (5.00) feet to a point. X 1,207,367.18 Y 205,366.66 (8e) North fifty-three degrees twenty-one minutes forty seconds West ( $N 53^{\circ} 21' 40'' W$ ) three decimal zero, zero (3.00) feet to a point. X 1,207,364.78 Y 205,368.45 (8f) South thirty-six degrees thirty-eight minutes twenty seconds West ( $S 36^{\circ} 38' 20'' W$ ) one hundred sixty-six decimal seven, one (166.71) feet to a point. X 1,207,265.29 Y 205,234.68 (8g) South fifty-three degrees twenty-one minutes forty seconds East ( $S 53^{\circ} 21' 40'' E$ ) three decimal zero, zero (3.00) feet to a point. X 1,207,267.70 Y 205,232.89 (8h) South thirty-six degrees thirty-eight minutes twenty seconds West ( $S 36^{\circ} 38' 20'' W$ ) five decimal zero, zero (5.00) feet to a point. X 1,207,264.72 Y 205,228.88 (8i) North fifty-three degrees twenty-one minutes forty seconds West ( $N 53^{\circ} 21' 40'' W$ ) three decimal zero, zero (3.00) feet to a point. X 1,207,262.31 Y 205,230.67 (8j) South thirty-six degrees thirty-eight minutes twenty seconds West ( $S 36^{\circ} 38' 20'' W$ ) eight decimal four, eight (8.48) feet to a point. X 1,207,257.25 Y 205,223.86 (8k) South eight degrees ten minutes fifteen seconds East ( $S 08^{\circ} 10' 15'' E$ ) forty-two decimal five, seven (42.57) feet to a point on the northerly right of way line of the aforementioned Maple Way at a corner of the existing Corporate Limits Line. X 1,207,263.30 Y 205,181.73 (9) Thence by and with the said Corporate Limits line and said right of way line of Maple Way South fifty-three degrees twenty-one minutes forty seconds East ( $S 53^{\circ} 21' 40'' E$ ) three hundred thirty-four decimal five, five (334.55) feet to the point of beginning.

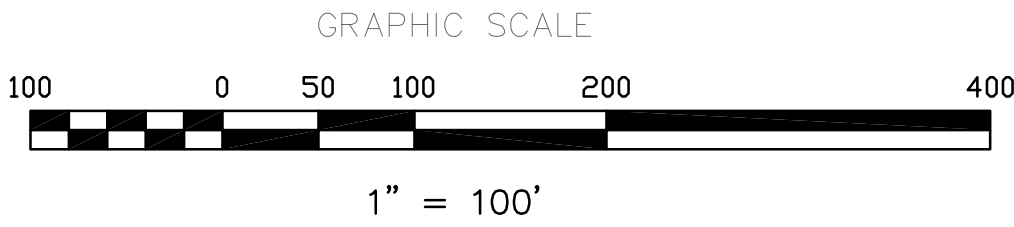
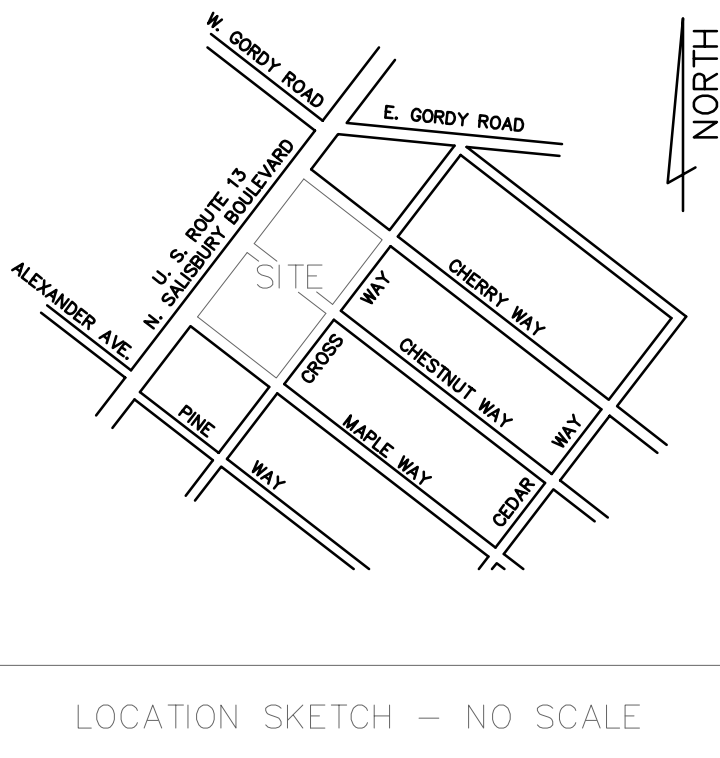
Annexation containing 5.280 acres, more or less.





CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	TANGENT	CHORD BEARING
C- 1	20.00'	31.42'	90°00'00"	28.28'	20.00'	S 08°21'40" E
C- 2	20.00'	31.42'	90°00'00"	28.28'	20.00'	S 81°38'20" W

LINE	BEARING	DISTANCE
L6	N 53°21'40" W	334.55'
L9	N 08°10'15" W	42.57'
L10	N 36°38'20" E	8.48'
L11	S 53°21'40" E	3.00'
L12	N 36°38'20" E	5.00'
L13	N 53°21'40" W	3.00'
L14	S 53°21'40" E	3.00'
L15	N 36°38'20" E	5.00'
L16	N 53°21'40" W	3.00'
L17	N 81°38'20" E	42.43'
L18	N 36°38'20" E	40.00'
L19	N 08°21'40" W	42.43'
L20	S 53°21'40" E	3.00'
L21	N 36°38'20" E	5.00'
L22	N 53°21'40" W	3.00'
L23	N 81°38'20" E	42.43'



- GENERAL NOTES
- COORDINATES REFLECT CITY OF SALISBURY HORIZONTAL DATUM
  - IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "C" AND "D" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD).
  - ZONING  
EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)  
PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

PROPOSED ANNEXATION AREA BREAKDOWN	
BLOCK "C"	±2.4893 AC.
BLOCK "D"	±2.4857 AC.
CHESTNUT WAY	±0.3092 AC.
TOTAL AREA	±5.2796 AC.

LEGEND

PRESENT CORPORATE LIMIT -----

PROPOSED CORPORATE LIMIT -----

ANNEXATION PLAT OF BLOCK "C" AND "D"  
**MAPLE PLAINS**  
N. SALISBURY BOULEVARD - SALISBURY MARYLAND  
FOR  
**ZIONROADTWO LLC**

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

REVISED 13 MARCH 2024 PER CITY COMMENTS

PROPOSED ANNEXATION				BRIAN M. DENNIS	
SCALE	1" = 100'	DATE	13 March 2024		
DEED REF. 5155/175 (P. 7 & 8)	SUBD.	MAPLE PLAINS			
PLAT REF. 217/19	LOT —	BLOCK C & D			
COUNTY WICOMICO	DISTRICT	PARSONS NO.5			
TAX MAP 29 PARCEL 17	ZONING	SEE GENERAL NOTE 3			
F.I.R.M. MAP NO. 24045C0114E	FLOOD HAZARD ZONE	X			
PROJ. NO. 10-033-20	SURV/DR	BMD	FB/pg 114/50		

LAND SURVEYING & SITE PLANNING	
30319 Zion Road – Salisbury, MD 21804	
Telephone 443-783-4861	
E-mail: surveyor527@gmail.com	



CERTIFICATION

CHESTNUT WAY – POHANKA ANNEXATION

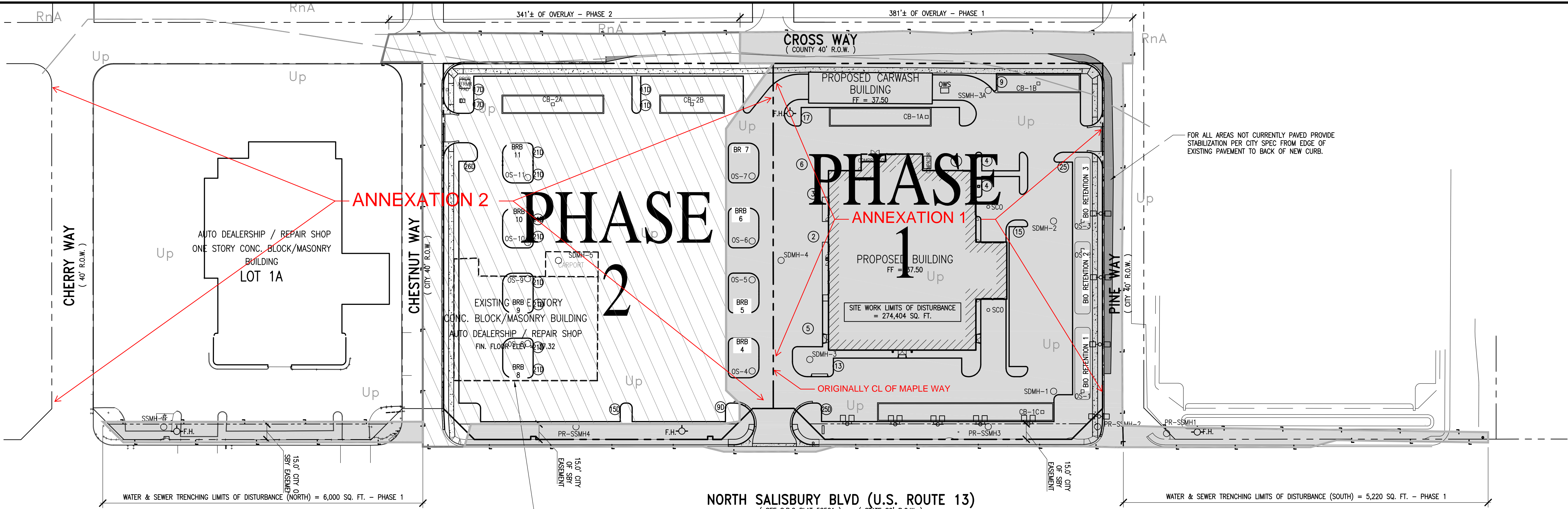
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

Leslie C. Sherrill  
Surveyor

Date: 4/29/2025

Chestnut Way – Pohanka – Certification – 04-29-2025.doc

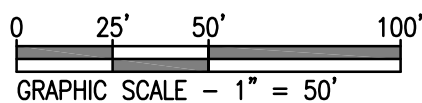




NORTH SALISBURY BLVD (U.S. ROUTE 13)  
(SEE S.R.C. PLAT 58521) -- (STATE 80' R.O.W.)

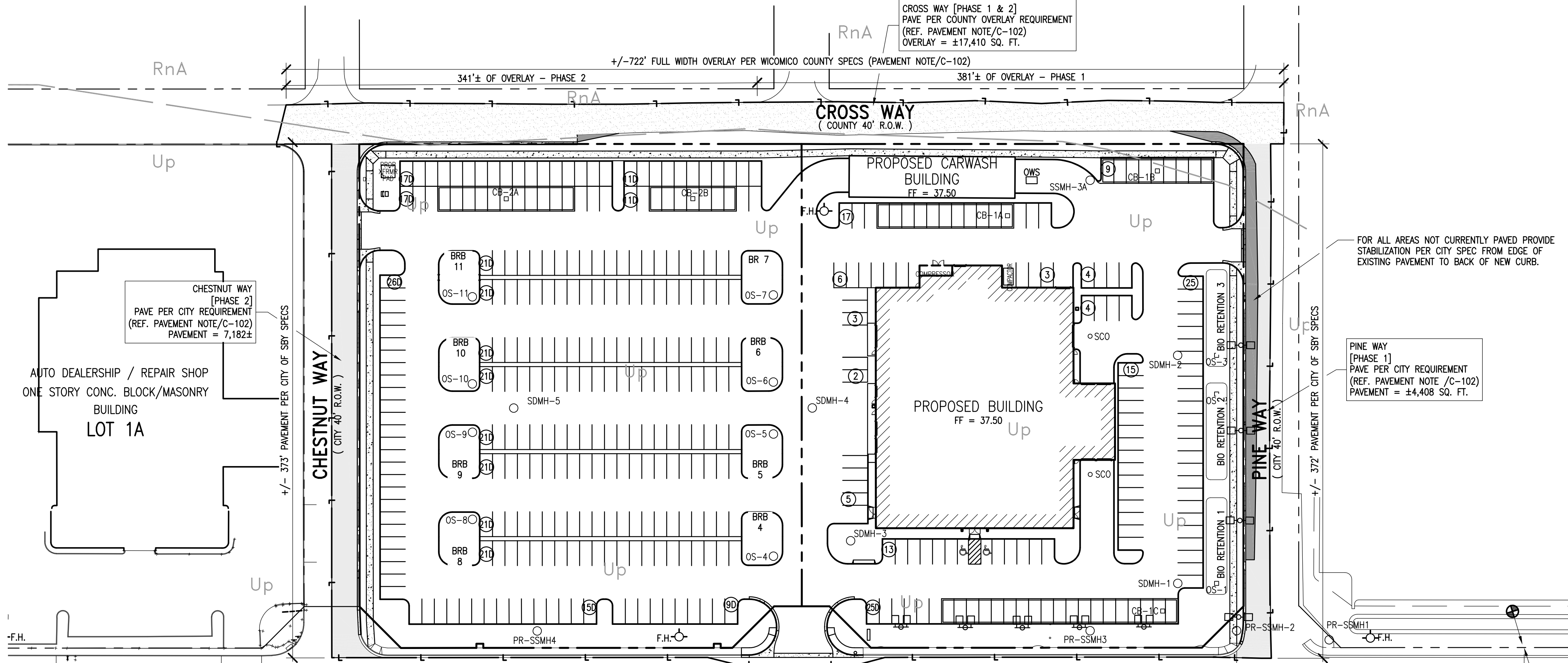
PHASING PLAN

SCALE: 1" = 50'



CROSS WAY [PHASE 1 & 2]  
PAVE PER COUNTY OVERLAY REQUIREMENT  
(REF. PAVEMENT NOTE/C-102)  
OVERLAY = ±17,410 SQ. FT.

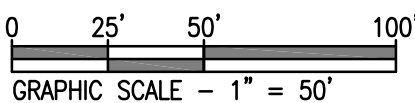
+/-722' FULL WIDTH OVERLAY PER WICOMICO COUNTY SPECS (PAVEMENT NOTE/C-102)



NORTH SALISBURY BLVD (U.S. ROUTE 13)  
(SEE S.R.C. PLAT 58521) -- (STATE 80' R.O.W.)

STREET PAVEMENT PLAN

SCALE: 1" = 50'



LEGEND	
	PROPERTY LINE
	LIMITS OF DISTURBANCE
	20' B.S.L.
	EXISTING CONTOURS
	PROPOSED PARKING SPACES
	PROPOSED DISPLAY PARKING SPACES
	PROPOSED LIGHT POLE
	PROPOSED CONCRETE (REF. SPECIFICATIONS/C-001)
	PROPOSED OVERLAY PER WICOMICO COUNTY (REF. PAVEMENT NOTE 1 THIS SHEET)
	PROPOSED PAVEMENT & MILLING PER CITY (REF. PAVEMENT NOTE 2 THIS SHEET)
	PROPOSED HEAVY ASPHALT PAVEMENT (REF. SPECIFICATIONS/C-001)
	PROPOSED MANHOLE
	PROPOSED OUTLET STRUCTURE

NOTE FOR EXISTING UNPAVED AREAS:  
FOR ALL AREAS NOT CURRENTLY PAVED PROVIDE STABILIZATION PER CITY SPEC FROM EDGE OF EXISTING PAVEMENT TO BACK OF NEW CURB.

PAVEMENT NOTE

- REFERENCE WICOMICO COUNTY OVERLAY REQUIREMENT
- REFERENCE CITY OF SALISBURY MILLING & PAVEMENT REQUIREMENT PER "ROAD CONSTRUCTION MATERIALS (LATEST REVISION 01-02-18) AND PAVING POLICY APPROVED ON JULY 8, 2013 THROUGH RESOLUTION 2298.

APPROVED:  
CITY OF SALISBURY  
DEPARTMENT OF INFRASTRUCTURE  
AND DEVELOPMENT

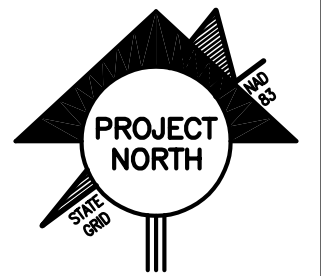
CITY PROJECT #

RICHARD BALDWIN, P.E.  
DIRECTOR

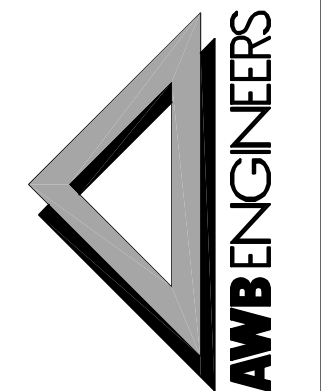
DATE

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REV	DESCRIPTION	BY	DATE
1	PRELIMINARY REVIEW	EFT	22 DEC 23
2	CITY OF SALISBURY CONCEPT REVIEW	EFT	04 OCT 24



ENGINEERS/ARCHITECTS  
1942 NORTHWOOD DRIVE SALISBURY, MARYLAND 21801-7824  
PH. (410) 742-1298 FAX. (410) 742-0273



PHASING & STREET PAVEMENT PLAN  
2023 POHANKA KIA DEALERSHIP  
SALISBURY, MARYLAND

SCALE	1"=50'
DRAWN	EFT
PROJ.MGR.	EFT
JOB	220902.004
SHEET	

C-102

# CHESTNUT WAY – POHANKA KIA ANNEXATION

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “**City**”), and *Zionroadtwo, LLC*, a Maryland limited liability company (“**Zionroadtwo**”) (the City and Zionroadtwo are hereinafter referred to collectively as the “**Parties**”).

### RECITALS

**WHEREAS**, Zionroadtwo has submitted a Petition for Annexation dated March 19, 2025 for the property described below and further delineated in the exhibits attached hereto, containing 5.280 acres, more or less (the Petition for Annexation and Property Description are incorporated herein and attached hereto as *Exhibits 1 and 2*, respectively); and

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

**WHEREAS**, Zionroadtwo is the fee simple owner of that certain real property having a premises address of N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-034736 (“Block C, Lot 1”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034744 (“Block C, Lot 2”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034752 (“Block C, Lots 3,4”), Cross Street, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034760 (“Block C, Lots 5, 6 & Part 7”), Cross Way, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034779 (“Block C, Lot Part 7”), said Block C collectively consisting of approximately 2.4893 acres of land, more or less, and that certain real property having a premises address of 1915 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-079128 (“Block D, Lot 1A”), said Block D consisting of approximately 2.4857 acres of land, more or less, the said Blocks C and D collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 and Map 0029, Grid 0022, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Zionroadtwo, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Blocks C and D are hereinafter referred collectively as the “**Pohanka Kia Property**”); and

**WHEREAS**, the Pohanka Kia Property is subject to a Purchase Money Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (Maryland – Wicomico County) held by Truist Bank, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 186 (hereinafter referred to as “**Mortgage**”);

**WHEREAS**, the Pohanka Kia Property consists of 4.975 +/- acres of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated March 13, 2024 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit 3*); and

**WHEREAS**, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2* (the “**Chestnut Way-Pohanka Kia Property Description**”); and

**WHEREAS**, the Annexation Plat and Chestnut Way - Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Chestnut Way”, consisting of .3092+/- acre of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “**Chestnut Way ROW**”; the Pohanka Kia Property and the Chestnut Way ROW are hereinafter referred to collectively as the “**Property**”); and

**WHEREAS**, the City has caused to be made a certification of the signatures on the Petition for Annexation at issue herein and the City has verified that the persons signing the Petition for Annexation represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of May, 22, 2024 (the Certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, is incorporated herein and attached hereto as **Exhibit 4**); and

**WHEREAS**, Zionroadtwo intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s General Commercial zoning district, and as more fully set forth in the proposed plan for development of the Pohanka Kia Property as shown on the Phasing and Street Pavement Plan attached hereto and incorporated herein as **Exhibit 5** (hereinafter collectively referred to as the “**Site Plan**”); and

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

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

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

**WHEREAS**, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Zionroadtwo 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 Zionroadtwo'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 Zionroadtwo.**

(a) This Agreement shall constitute the written consent of Zionroadtwo to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Zionroadtwo requests the annexation in accordance with the Annexation Plat attached as ***Exhibit 3*** and the Site Plan attached as ***Exhibit 5***. Zionroadtwo represents and warrants to the City that it has the full power and authority to sign this Agreement. Zionroadtwo further represents and warrants to the City that there is no action pending against, or otherwise involving, Zionroadtwo that would affect, in any way, the right and authority of Zionroadtwo to execute this Agreement.

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

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

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

### **5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial, as set forth in Chapter 17.36 of the City Code.

### **6. Municipal Services.**

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

**9. Development Considerations.**

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

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

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

(i) Zionroadtwo shall pay to the City a non-refundable development assessment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "**Development Assessment**"). Zionroadtwo expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. **The City hereby acknowledges its receipt of said Development Assessment.**

- (ii) In the event Zionroadtwo 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, Zionroadtwo 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 Zionroadtwo 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.** Zionroadtwo 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 Zionroadtwo 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. **Owner shall extend water and sewer from existing infrastructure through the far boundary of the Property, the location of which is to be determined at the time of the Salisbury-Wicomico County Planning Commission development plan review and approval. The extension of water and sewer shall be an express condition of approval of any development plan submitted to the Planning Commission subsequent to the date of this Agreement.**
- (ii) In addition to the provisions set forth in Section 9(f)(i), Zionroadtwo'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 Zionroadtwo 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 Zionroadtwo, or any party acting on its behalf, for any work associated with Zionroadtwo's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. Record Plat.**

Zionroadtwo 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 Zionroadtwo shall be addressed to, and delivered at, the following addresses:

Zionroadtwo, LLC  
c/o Jimmy Robinson, CFO  
25260 Pleasant Valley Road  
Chantilly, VA 20152

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

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

*With a copy to:*  
Heather R. Konyar, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of Annexation Property.**

Zionroadtwo 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 Zionroadtwo'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 Zionroadtwo is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Zionroadtwo 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 Zionroadtwo, 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), Zionroadtwo 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. Zionroadtwo shall provide the City with a copy of all documents, including all exhibits attached thereto (if any),

evidencing any transfer or assignment by Zionroadtwo of any of its interests in and to the Property or any portion thereof.

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

**“ZIONROADTWO”:**

**ZIONROADTWO, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

**THE “CITY”:**

**CITY OF SALISBURY, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Randolph J. Taylor, Mayor

**CONSENTED TO BY “MORTGAGEE”:**

**TRUIST BANK**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Representative of Zionroadtwo, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Zionroadtwo, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDOLPH J. TAYLOR, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Representative of Truist Bank, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Truist Bank for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

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

---

**HEATHER R. KONYAR, ESQUIRE**

**ANNEXATION PLAN  
FOR THE  
CHESTNUT WAY – POHANKA KIA ANNEXATION  
TO THE CITY OF SALISBURY**

May 19, 2025

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

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Zioroadtwo LLC (“**Zionroadtwo**”) on March 19, 2025. (See Annexation Petition attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein, containing 5.280 acres, more or less, and further being:
  - Zionroadtwo is the fee simple owner of that certain real property having a premises address of N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-034736 (“Block C, Lot 1”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034744 (“Block C, Lot 2”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034752 (“Block C, Lots 3,4”), Cross Street, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034760 (“Block C, Lots 5, 6 & Part 7”), Cross Way, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034779 (“Block C, Lot Part 7”), said Block C collectively consisting of approximately 2.4893 acres of land, more or less, and that certain real property having a premises address of 1915 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-079128 (“Block D, Lot 1A”), said Block D consisting of approximately 2.4857 acres of land, more or less, the said Blocks C and D collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 and Map 0029, Grid 0022, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Zionroadtwo, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Blocks C and D are hereinafter referred collectively as the “**Pohanka Kia Property**”); the Pohanka Kia Property consists of 4.975 +/- acres of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated March 13, 2024 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”)(The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit 3**); and
  - All that certain portion of the public road right-of-way known as “Chestnut Way”, consisting of .3092+/- acre of land more or less and being that same public right-of-way more particularly depicted on the attached **Exhibit 3**. (The aforesaid public road right-



of-way is hereinafter referred to as the “**Chestnut Way ROW**”(the Pohanka Kia Property and the Chestnut Way ROW are hereinafter referred to collectively as the “**Property**”).

- At the September 19, 2024 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property (as submitted by a predecessor-in-interest to Petitioner) and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Property, as requested by the Annexation Petition submitted by Zionroadtwo. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

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

**1.2. Location.** The Property is located east of northbound U.S. Route 13 between Maple Way and Cherry Way, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as ***Exhibit 3***.

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

- (a) The Property consists of 5.28 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as ***Exhibit 2***.
- (b) The persons signing the Annexation Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as ***Exhibit 4*** and incorporated by reference as if fully set forth herein.
- (c) The Property is currently improved with two buildings, on site vehicle storage, asphalt parking lots, landscaping, and concrete sidewalk serving building frontage. Prior use of the Property included automobile sales, parts sales, and repair and service, which use is intended to be continued, with improvements to include the construction of a new building and the remodeling of an existing building. (See ***Exhibit 3***.) As set forth below, the Annexation Petition submitted by Zionroadtwo arises exclusively from the proposed plan for development of the Property as shown on the Phasing and Street Pavement Plan attached hereto and incorporated herein as ***Exhibit 5*** (the “**Site Plan**”).
- (d) The Chestnut Way ROW consists of .3092+/- acre of land more or less as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, it is anticipated that the Chestnut Way ROW shall be closed and become part of the on site parking lot.

**1.4. Existing Zoning.** All of the Property is currently zoned C-2 General Commercial under the Wicomico County Code. The property adjacent to the Property at issue herein is identified as: Map 0029, Grid 0023, Parcel (the “Pine Way Pohanka Kia/Pohanka 1 Property”). The Pine Way Pohanka Kia/Pohanka 1 Property is pending annexation, at the conclusion of which it will be located within the municipal limits of the City and zoned “General Commercial” under the City of Salisbury City Code (the “City Code”).

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

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

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

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

**2.3. Proposed Land Use for Property.** The Property will be redeveloped with an automotive retail and service use. As set forth in Section 1.3(b) of this Annexation Plan, the Property is currently improved with two buildings, on site vehicle storage, asphalt parking lots, landscaping, and concrete sidewalk serving building frontage. Prior use of the Property included automobile sales, parts sales, and repair and service, which use is intended to be continued. Upon its annexation, the proposed Property redevelopment will consist of the construction of a new building and the remodeling of an existing building for use as an automobile sales and service facility.

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

**3.1. Roads.** Currently, and following its annexation by the City, the Property can be accessed by U.S. Route 13, a state highway, Cherry Way, a County Road and Maple Way, a City Road (pending its annexation).

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, Zionroadtwo’s redevelopment of the Property will create a demand of about 1,550 gallons per day. Zionroadtwo, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

**3.3. Schools.** The Property is and will be subject to automotive retail and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

**3.4. Parks and Recreation.** The City’s annexation of the Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

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

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

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

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

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

The City’s annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the western side of the City of Salisbury. Zionroadtwo’s proposed commercial use (automotive retail and service) at the Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury’s Municipal Growth Area and is eligible for annexation. In this matter, the Annexation Petition submitted by Zionroadtwo requesting the City annex the Property arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Zionroadtwo’s proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as ***Exhibit 5***.

**NOTICE OF ANNEXATION  
TO THE CITY OF SALISBURY**

**Chestnut Way – Pohanka Kia Annexation**

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “Chestnut Way – Pohanka Kia Annexation ” containing six lots and a portions of Chestnut Way, consisting of 5.28 acres, more or less, generally located east of northbound U.S. Route 13 between Maple Way and Cherry Way.

NOTICE is hereby given by the Council of the City of Salisbury that, on \_\_\_\_\_, 2025, Resolution No. \_\_\_\_\_ was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “Chestnut Way – Pohanka Kia Annexation”, and which property shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, and Annexation Agreement of the City of Salisbury.

NOTICE is further given that the Council will hold a public hearing on said Resolution for the proposed annexation on Monday, \_\_\_\_\_, 2025, at 6:00 p.m. in the Council Chambers, City-County Office Building, 125 N. Division St., Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be General Commercial;
- C. Subject to the provisions of the Annexation Agreement and all provisions of the above referenced Resolution.
- D. The lots shall be consolidated into one lot.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

NOTICE is further hereby given that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolution and, if so enacted, the said Resolution provides that it shall take effect upon the expiration of forty-five (45) days following its passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article §4-408, et. seq. of the Maryland Annotated Code, as amended.

A copy of the Resolution is available on the City of Salisbury website at <https://salisbury.md>.

(FOR FURTHER INFORMATION CALL 410-548-3140)

D'Shawn M. Doughty, Council President

Publication Dates: \_\_\_\_\_, 2025  
\_\_\_\_\_, 2025



# City of Salisbury

## **Memo**

To: Andy Kitzrow, City Administrator  
From: Mike Dryden, Director of Field Operations  
Date: May 7, 2025  
Subject: Parks Rules and Regulations Updates

The Department of Field Operations would like to adopt Parks' Rules and Regulations to improve park safety, environmental sustainability, and the overall experience of all park visitors.

Attachment(s):

[Resolution - Parks Rules and Regulations.](#)  
[City Parks Rules and Regulations](#)

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## **CITY OF SALISBURY PARKS' RULES AND REGULATIONS**

### **I. Scope**

The purpose of these Rules and Regulations is to ensure the public's safe and peaceful use of the City's Parks and to ensure the protection, preservation, and conservation of the City's Parks. With the exception of the Salisbury Marina and the Salisbury Zoological Park, which are governed by their own rules and regulations, these Rules and Regulations apply to all publicly owned park, playground, and recreation areas within the corporate limits of the City, including the Skate Park. All City Parks are open for use by all members of the public regardless of race, religion, creed, color, sex, national origin, disability, or any other protected class.

### **II. Definitions**

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them:

- A. "City" means the City of Salisbury, Maryland.
- B. "Park" means any land, water or building devoted to park or recreational uses and owned, operated, or established by the City of Salisbury.
- C. "Skate Park" means the Park at 921 South Park Drive Salisbury MD 21803.
- D. "Skating area" means the concrete, brick, metal, or similar areas utilized for skating in the Skate Park.
- E. "Vehicle" means any motor vehicle, moped, mini-bike, trail bike, electric bike or scooter, all-terrain vehicle, snowmobile, or bicycle as well as other cycles.
- F. "Waterfowl" means any ducks, geese, or swans.
- G. "Wheeled recreational vehicle" means a device with one or more wheels commonly used for the transportation of individuals for recreational purposes, including but not limited to skateboards, roller skates, scooters, bicycles, and unicycles. This definition does not include baby carriages, strollers, walkers, wheelchairs, motorized chairs, and similar vehicles used by persons requiring assistance with mobility.

### **III. Rules and Regulations.**

The following Regulations shall apply to all City Parks, except the Salisbury Marina and Salisbury Zoo.

**1. Hours of Operation.**

- a. No person shall be present in any area of any Park when it is closed.
  - b. Except for the Salisbury Zoo and Skate Park, on a schedule posted by the City, all areas of any City Park shall be closed between dusk and dawn, except:
    - i. Any area that is artificially illuminated for the purpose of conducting athletic activities, including the parts necessary for parking, ingress, and egress shall remain open until 11:00 p.m. during the entire year to persons utilizing the same for such purposes;
    - ii. Any marked trail area that the City has set extended hours for the purpose of athletic activities, including the parts necessary for parking, ingress, and egress, which shall remain open during the set time to persons utilizing the trails for athletic purposes;
    - iii. During the period of time the Winter Wonderland of Lights are lit in the City Park, including any lighting ceremonies, the City Park shall remain open until 11:00 p.m.;
    - iv. By special permit granted by the City;
    - v. By escort by a City employee who is authorized to grant entry to the public.
  - c. Hours of each Park shall be posted in a conspicuous location.
  - d. If an area of a Park has extended hours because of a special permit, details of such hours shall be posted in a conspicuous location.
  - e. Any Park or portion thereof may be closed by the City during periods of construction, maintenance, safety hazards or for the protection of Park property, the environment or the health, safety, and welfare of the public.
- 2. Restrooms.** Restrooms, as applicable to each Park, shall be open as indicated on a schedule posted by the City.
- 3. Advertising.** A person may not erect or post any sign, notice, or literature nor use any loudspeaker or public address system without first obtaining a permit issued by the City.
- 4. Aeronautical Activities.**



- a. Individuals flying drones or other unmanned aerial vehicles must follow Federal Aviation Administration (FAA) guidelines, as well as local, state, or federal laws.
  - b. Powered model airplanes or rockets may not be flown over or launched from any Park except on areas designated for such purposes, or by permit issued by the City.
  - c. Airplanes, helium hot air balloons, hang gliders, parachutes, ultra-light planes, or any other person-operated aircraft shall not be flown or launched from Park property except from areas designated for such purposes by permit issued by the City or in cases of emergency.
- 5. Alcohol.** No person shall drink any alcoholic beverage in any Park, unless properly permitted. Furthermore, the sale of alcoholic beverages is prohibited on Park property unless a permit is first obtained, all applicable state laws are complied with, and all trash associated with the event is properly disposed of.
- 6. Animals.**
- a. A person shall not willfully damage or destroy, hunt, shoot, kill, catch, trap, poison, wound, remove, drive off, harass, or enclose any birds, reptiles, animals or young or eggs of such birds, reptiles, or animals, nor disturb any nest, burrow or den of any animal or fowl.
  - b. A person may not ride a horse except on designated bridle trails or by a permit issued by the City .
  - c. All pet animals, except birds, shall be controlled by a leash or similar device. The owner or keeper of any pet animal shall be responsible for the immediate removal of any feces deposited by such animal.
  - d. The grazing of any pet animal is prohibited.
  - e. No person shall feed, cause to be fed, or provide food for any waterfowl.
  - f. No person shall create or foster any condition, or allow any condition to exist or continue, which results in a concentration or congestion of any waterfowl.
  - g. Owners and keepers of animals shall comply with the provision of the animal control law at all times.
- 7. Automobiles.** No person shall wash, repair, or perform other work on any automobile on Park property except in the case of an emergency.

**8. Buildings, barriers, utilities, poles, etc.**

- a. A person may not construct or erect any building or structure; run or string any utility wires, lights, or hoses; or similar, without a permit issued by the City.
- b. A person may not climb over, under, through, or damage any fence, gate, barrier, or other similar structure.

**9. Camping and Sleeping with Bedding.** No person shall camp or sleep with bedding, which can include sleeping bags or bundled up clothing, on Park property, except by permit and in such areas that are designated for such purposes by the City.

**10. Commercial Activities.**

- a. No person shall utilize Park space to sell, or offer for sale, any merchandise, article, or thing without having first obtained a permit issued by the City for a specific area or a special event.
- b. No person shall make use of or gain admittance to facilities in any Park, or portion thereof, for the use of which a charge is made by the City unless the fixed charges have been paid.
- c. No person shall utilize Park property or any portion thereof for conducting private instruction or lessons where a fee is charged, unless a permit is first obtained from the City.
- d. In the event a permit is issued the person or business to whom the permit is issued must place, or cause to be placed in receptacles provided for that purpose, all trash, in the nature of boxes, papers, cans, bottles, garbage and other refuse, generated by the sale of any merchandise, article or thing covered by the permit.
- e. To ensure that trash is adequately disposed of, the City may require a cash deposit paid by the person or business to whom the permit is issued that shall be forfeited in the event the person or business to whom the permit is issued is unable or fails to dispose of refuse in the manner prescribed.
- f. Park facilities may be used for photography and filming activities in Park areas open to the public when the activities involve ten or fewer people, and use minimal equipment that can be carried if such use does not (1) significantly interfere with public use of the requested facility or land, and (2) damage the natural, cultural, or historical features of the land or facility.

- g. Commercial film and photography users with a greater impact on park resources must obtain a permit issued by the City.

**11. Damage to Park Property.** A person shall not:

- a. Cut, break into, injure, deface, mark, paint, or disturb any live or dead tree, shrub, rock, plant, building, wall, fence, bench, sign, or other structure apparatus, or property except by a permit issued by the City;
- b. pluck, pull up, cut, take, or remove any shrub, bush, plant, flower, or sign;
- c. mark or write upon any building, fence, bench, sign, or other structure;
- d. climb any tree or walk, stand, or sit upon monuments, vases, fountains, railings, fences, or other property not designed for such purposes;
- e. cut, dig, or remove any wood, turf, grass, soil, rock, sand, or gravel; or
- f. plant vegetation and/or dig into the surface of park property except by a permit; or issued by the City; and/or
- g. remove or attempt to remove any monuments, boundary lines, physical structure, lands, installations, notices, signs, historical materials or artifacts, or any other City property.

**12. Firearms.** No person shall (1) carry or possess a firearm on park property or (2) discharge a firearm on park property, except as permitted by Federal, State and County Law or City Ordinance.

**13. Fires.**

- a. No person shall build or cause to be built any fire except within established barbecue grills or dedicated campfire areas by a permit issued by the City.
- b. No person shall leave a picnic area before a fire is completely extinguished and before all garbage and other refuse is placed in disposal receptacles provided or taken with the person.

**14. Fireworks.** A person may not carry or discharge any fireworks, rockets, torpedoes, or any other explosives in any City Park.

**15. Fishing.** Fishing in a City Park is only permitted if it is in compliance with State law and posted City rules.

**16. Fountains.** A person may not enter into a fountain and/or splash pad at a City Park, unless permitted by signage.

**17. Gambling/Gaming**

- a. Gambling, gaming, or other games of chance are prohibited except by a license issued by the City and all applicable State and local laws and regulations are followed.
- b. No person shall play any games on Park property involving pointed objects such as arrows or javelins, except in areas set apart for such forms of recreation.

**18. Golf.** Disc golf may be allowed in certain designated areas of a City Park, as posted by the City. Otherwise, any form of golf is prohibited on Park property.

**19. Interference with City Employees.** No person using or visiting a Park shall interfere with any employee or agent of the City while the employee or agent is acting in the course of their official duties.

**20. Littering**

- a. No person shall discard, dump, or allow to blow away litter of any kind, except by placing such litter in a container provided for such purpose.
- b. No person shall dispose of any litter that has been brought from private property in the vicinity.

**21. Obstructions**

- a. No person shall congregate or assemble in or about any park entrance or exit, restroom, or other public structure on park property in such a manner as to hinder or obstruct the proper use thereof.
- b. Enclosure of any area or erection of any structure on Park property is prohibited unless a permit is first obtained from the City.

**22. Skate Park.** The following rules and regulations apply specifically to the Skate Park:

- a. A person may not skate in the Skate Park, unless they are registered with the City and wearing appropriate safety gear. To be registered with the City, a visitor must sign a liability waiver and apply a registration sticker to a prominent location on his or her skating helmet. Appropriate safety gear includes a helmet, shirt, and shoes. Skaters under 18 years of age are required to wear knee and elbow pads.
- b. The Skate Park is open to skating from 8:00 a.m. to dusk. The Skate Park is closed when wet.

- c. Only skateboards, kick scooters, and skates are permitted in the skating area.
- d. Spectators are not permitted in the skating area.
- e. Reckless behavior, as determined by City employees, is prohibited.
- f. No personal music devices, headphones, or amplified music is permitted in the Skate Park.
- g. No food or drinks are permitted in the skating area.
- h. Animals, other than service animals, are prohibited in the Skate Park.

**23. Special Events.** The City reserves the right to close any area or an entire Park for a special event, without prior notice.

**24. Smoking.** Smoking or vaping of any substance is prohibited except in designated areas marked by on-site signage.

## **25. Swimming/Bathing**

- a. Swimming and water sports are prohibited except at such times and places as may be designated for such purposes.
- b. Persons utilizing authorized swimming areas shall comply with any rules and regulations posted by the City.
- c. Bathing in any waters or restrooms, or fountains, or splash pads is strictly forbidden.

## **26. Traffic**

- a. The operation of all motorized vehicles on Park property shall comply with all Federal, State, and local laws and regulations.
- b. No person shall operate a motorized vehicle on any area other than roads and parking areas, except by a permit issued by the City or in an emergency.
- c. Instruction from a City employee or police officer, by gesture or otherwise, to reduce the speed of a vehicle, to bring it to a stop, to alter its direction, or to remove it from a restricted area shall immediately be obeyed by the operator of the vehicle.

- d. No person shall operate any motorized vehicle in excess of twenty-five (25) miles per hour, unless otherwise posted or directed.
  - e. No person shall park a vehicle anywhere other than in an established or designated parking area, except by a permit issued by the City.
  - f. Buses, trucks, and commercial vehicles with commercial marking or tools of trade, with the exception of taxis, school buses, and trucks on service calls to disabled vehicles, shall not be operated on Park properties except by a permit issued by the City.
  - g. No person shall operate a vehicle in such a manner as to block or partially block any bicycle, hiker, path, or access road.
- 27. Trespassing.** No person shall remain upon Park property after a lawful command to remove by any law enforcement officer or his/her authorized representative.
- 28. Watercraft.** No person shall operate any watercraft upon any City or Park waters nor launch watercraft from City or Park property except at such time and place as may be designated for such purposes by the City and in compliance with any regulations of the City and posted near watercraft launch sites.
- 29. Wheeled Recreational Vehicles.**
- a. No person shall ride, operate, or use a wheeled recreational vehicle on other than a road, path, or other surface, designed for that purpose.
  - b. No person shall ride, operate, or use a wheeled recreational vehicle in any manner that damages Park equipment or in a negligent manner.
  - c. Those paths and trails designed by the City as foot paths, nature trails, or bicycle trails may be used only by pedestrians and non-motorized vehicles. Horses, horse-drawn vehicles, and motorized vehicles shall be prohibited.

#### **IV. Additional Rules and Regulations.**

The City is authorized to impose additional rules and regulations when deemed necessary for the health, safety, and welfare of the public or for the protection of park property at any time with or without notice. Such limits, restrictions, regulations, or prohibitions once in effect shall be posted in affected areas.

#### **V. Permits.**

1. Application for a permit as required by these Rules and Regulations shall be made online and shall be accompanied by any fee established by the City and approved by the City Council. Requests for special permits for alcohol or gambling shall be forwarded to the Mayor's Office for additional review and approval.
2. Permits or written permission required for the conduct of any activity or for the use of any park facility or portion thereof, except alcohol or gambling permits, may be issued to any individual, group, or organization at the discretion of the City. The City shall take into consideration whether the facilities or activity areas requested are available and appropriate for the purpose specified in the permit, and that the proposed use or activity is consistent with the size, location, and available amenities of the Park or City Property.
3. False or misleading statements in the application and prior violations of City Parks' Rules & Regulations or of the terms of a prior permit shall be grounds for denial of a permit.
4. The holder of a permit issued by the City shall be financially responsible for the destruction of Park property by any person covered by the permit. There shall be a \$25/hour fee for any areas of the City Park or property that have not had trash/debris removed after an event.
5. Any persons holding a permit for the use of a court, pavilion, or rented space are entitled to the exclusive use of such areas on the dates and between the hours specified in the permit.
6. Permits shall be displayed upon request of City personnel or law enforcement agencies with enforcement duties within the City.
7. In the event the grounds are wet or otherwise unsuitable to use without damage to the facility, the permit shall be deemed revoked and the permit fee refunded.

## **VI. Violations and Penalties.**

Any person who violates any provision of the City Parks Rules & Regulations or any rule, regulation, restriction, or permit issued pursuant thereto shall be guilty of a municipal infraction and shall be subject to a fine not more than \$1,000.



# City of Salisbury

## **Memo**

To: City Council  
From: Randy Taylor, Mayor  
Date: May 5, 2025  
Subject: Ordinance to Amend Title 5 of the Salisbury City Code (Chesapeake Franchise Agreement)

The proposed ordinance amends Title 5 of the Salisbury City Code by adding Chapter 5.23, entitled Natural Gas Franchise, to authorize the City to enter into a franchise agreement with Chesapeake Utilities Corporation (“Franchisee”) for the installation and operation of natural gas infrastructure within City rights-of-way.

Please contact the Mayor’s Office if you have any questions about the attached Ordinance.

Attachment(s):  
[Gas Franchise Ordinance](#)





distribution, and sale of natural gas, and, in connection therewith, to make the necessary cuts and excavations in the sidewalks, streets, alleys, roads, lanes, highways, squares, paved or unpaved, and other public places within the present or future limits of the City, subject to the following terms and conditions:

1. Before the Corporation shall begin any such underground construction, it shall make an application for and obtain from the proper regulatory authorities having jurisdiction a permit for such construction under such terms and conditions as such authority may designate. The Corporation shall be responsible for returning the area under construction to either its original state and/or a superior state than the area under construction was in prior to the initiation of construction.

2. All work under this permit shall be done in such a manner as to avoid damage to other underground installations or any construction performed by the City of Salisbury, the Maryland State Highway Administration, or any other governmental agency.

B. The authority granted to the Corporation by this section is subject to all terms and conditions as set forth in this chapter and the Franchise Agreement to be entered into between the City and Corporation, which shall set forth the franchise fee, term of the franchise agreement, including any renewals thereof, the Corporation's duties and responsibilities, regulation by the City, compliance and monitoring, insurance and indemnification, and all other legal matters.

C. By granting this franchise to Corporation, the City of Salisbury makes no representation or warranty that the City's interest in or right to control any public right-of-way is sufficient to permit the Corporation's use, and the Corporation shall gain only those rights to use the public rights-of-way that are within the City's power to grant.

#### 5.23.020 Noninterference with public travel.

This franchise granted to Corporation shall be exercised in such a manner so that, at no time, shall public travel on any of the sidewalks, streets, alleys, roads, lanes, highways, squares, or other public places be unnecessarily affected or impeded by the laying, maintenance, or repair of said gas pipes, lines, conduits, or accessory equipment.

#### 5.23.030 Violations of franchise.

If the Corporation violates any provision of this franchise or fails to comply with the applicable regulations, rules and orders of the Public Service Commission of the State of Maryland, or other duly legally authorized regulatory body of the State of Maryland or of the City, and such violation continues for ten (10) days after notice of the violation is given in writing to the Corporation, the Corporation shall be guilty of a municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per violation.

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

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

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

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

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

102        **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City  
103 of Salisbury held on the \_\_ day of \_\_, 2025 and thereafter, a statement of the substance of the Ordinance  
104 having been published as required by law, in the meantime, was finally passed by the Council of the City  
105 of Salisbury on the \_\_ day of \_\_, 2025.

106  
107 ATTEST:

108  
109 \_\_\_\_\_  
110 Julie English, City Clerk

\_\_\_\_\_

D'Shawn M. Doughty, City Council President

111  
112  
113 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

114  
115 \_\_\_\_\_  
116 Randolph J. Taylor, Mayor  
117