



City of Salisbury – Wicomico County

PLANNING AND ZONING COMMISSION
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410-548-4860
FAX: 410-548-4955



JACOB R. DAY
MAYOR

JULIA GLANZ
CITY ADMINISTRATOR

JOHN D. PSOTA
ACTING COUNTY EXECUTIVE

JOHN D. PSOTA
DIRECTOR OF ADMINISTRATION

SALISBURY-WICOMICO COUNTY PLANNING AND ZONING COMMISSION

AGENDA

REGULAR MEETING

JUNE 17, 2021

ROOM 301, THIRD FLOOR
GOVERNMENT OFFICE BUILDING

1:30 P.M. Convene, Chip Dashiell, Chairman

Minutes – Meeting of May 20, 2021

1:35 P.M. REVISED PALEOCHANNEL & WELLHEAD PROTECTION DISTRICT SITE PLAN– Tractor Supply – 112 East North Pointe Drive – General Commercial Zoning District – M-29, G-6, P-5479, Lot 4 #202100547 (H. Eure)

REVISED CERTIFICATE OF DESIGN AND SITE PLAN FINAL APPROVAL – The Ross Apartment Complex Building #2 – 144 E. Main Street – Central Business District – M-107, G-15, P-858 - #202100545 (H. Eure)

PRELIMINARY/FINAL – Minor Subdivision of the Lands of James and Donna Newman – E. Line and Melson Roads – Town Transitional Zoning District – M-12, G-21, P-9 (M. Williams)

The June 17, 2021, in-person meeting of the Salisbury-Wicomico County Planning and Zoning Commission will have a video conference option. Interested parties can participate by joining the meeting in person, via phone and / or video by using the following meeting information:

Join Zoom Meeting

VIDEO

<https://zoom.us/j/93651556794?pwd=SzN6YTIKUUFVOT0R0cnN5cHJBc2Rldz09>

Meeting ID: 936 5155 6794

Passcode: B17N8R

PHONE

Dial by your location

+1 301 715 8592 US (Washington DC)

Meeting ID: 936 5155 6794#

Passcode: 878750#

If using the phone / video option, please call in prior to the 1:30 P.M. start of the meeting and place your phone on mute.



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MINUTES

The Salisbury-Wicomico County Planning and Zoning Commission ("Commission") met in regular session on May 20, 2021, in Room 301, Council Chambers, Government Office Building with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman
Dr. James McNaughton
Scott Rogers
Mandel Copeland
Jim Thomas (via Zoom)
Jack Heath
Joe Holloway

PLANNING STAFF:

Henry Eure, City of Salisbury, Department of Infrastructure and Development ("DID")
Brian Wilkins, City of Salisbury, DID
Keith D. Hall, AICP, Deputy Director, Wicomico County Planning, Zoning, and Community Development ("PZCD")
Melissa Cassimore, Recording Secretary, PZCD
Paul Wilbur, Attorney, Wicomico County Department of Law

The meeting was called to order at 1:35 p.m. by Mr. Dashiell, Chairman.

Chairman Dashiell thanked County and City Staff for assisting with making the in-person meeting possible. Also, Chairman Dashiell announced Mr. Thomas and Mr. Will Kernodle were participating via video conference. Chairman Dashiell welcomed the public that may be joining the meeting. No members of the public were present.

MINUTES: The minutes from the April 15th meeting were brought forward for approval. Upon a motion by Mr. Rogers, seconded by Mr. Heath, and duly carried, the minutes from the April 15, 2021 meeting were **APPROVED** as submitted.

REVISED FINAL COMPREHENSIVE DEVELOPMENT PLAN, WELLHEAD PROTECTION DISTRICT – Beaglin Mini Storage – Beaglin Park Drive – Light Business and Institutional District – M-121, P-10030 - #19-025 (B. Wilkins)

Chairman Dashiell confirmed Mr. Will Kernodle of Parker & Associates was present via video conference. Chairman Dashiell asked Mr. Wilkins to present the Staff Report.

Mr. Wilkins stated the applicant has proposed an additional 4,375 square foot storage building (241 total storage units for the project), modifying stormwater management and access accordingly. Ordinance 2339 was passed by the Salisbury City Council in July 2015, adding “self-storage” as a permitted use in the Light Business and Institutional Zoning District. The site will have one entrance to Beaglin Park Drive directly across from Dallas Drive. Stormwater Management has been approved by Salisbury’s Department of Infrastructure and Development.

Staff recommends approval of the Revised Final Comprehensive Development/Wellhead Protection District Plan as submitted, with the following four conditions and an additional fifth condition:

1. Provide a detail sign plan for approval prior to installation of any signage;
2. Site work and Stormwater Management shall be subject to further review and approval by Salisbury’s Department of Infrastructure and Development;
3. Approval of the Salisbury Fire Marshal;
4. Forest Conservation shall be subject to further review and approval by the Wicomico County Planning & Zoning Department; and
5. Refuse disposal area shall be screened on three sides.

Chairman Dashiell thanked Mr. Wilkins for his report and asked Mr. Kernodle if there is anything he would like to add.

Mr. Kernodle stated the owner wanted to add the construction of Building 7 in Phase 1 since the micro bios had to be built on the same side.

Chairman Dashiell asked if Commissioners had any questions or comments to applicants or Staff.

Mr. Heath asked for clarification of the changes made to approve the stormwater management.

Mr. Kernodle stated the pond was eliminated and the stormwater will be met through micro bio. Mr. Kernodle responded that a bioswale is located by Micro Bio 2, and discussed Micro Bio 2 overflows into Micro Bio 1, then out to the existing stormwater management pond that connects to Beaglin Park Drive. Mr. Kernodle added Micro Bio 3, 4, 5 and 6 are connected and also connect to the existing stormwater management pond at Beaglin Park Drive.

Upon a motion by Mr. Rogers, seconded by Mr. Thomas, and carried unanimously, the Commission approved the Revised Final Comprehensive Development/Wellhead Protection District Plan subject to the four proposed conditions with the addition of condition #5 Refuse disposal area shall be screened on three sides.

Chairman Dashiell stated the motion was approved.

STAFF COMMENTS:

Mr. Hall thanked Commissioners, City and County Staff for their help and patience with the transition of meetings being held via conference call and Zoom over the past fifteen months.

The next Commission meeting will be on June 17th.

There being no further business, upon a motion by Mr. Rogers, seconded by Mr. Holloway and with all members voting in favor the Commission meeting was adjourned at 1:50 p.m.

This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the Wicomico County Department of Planning, Zoning, and Community Development Office.

Charles “Chip” Dashiell, Chairman

Keith D. Hall, AICP, Secretary

Melissa Cassimore, Recording Secretary

Infrastructure and Development Staff Report June 17, 2021

I. BACKGROUND INFORMATION:

Project Name: Tractor Supply

Applicant/Owner: Beth Dorminey for Tractor Supply

Infrastructure and Development Project No.: 202100547

Nature of Request: Revised Paleochannel & Wellhead Protection District Site Plan Approval

Location of Property: 112 East North Pointe Drive, Map 29, Parcel 5479, Grid 6 Lot 4

Existing Zoning: General Commercial

II. DISCUSSION:

The applicant proposes to construct a 40 ft. x 102 ft. greenhouse and feed storage addition to the existing building. **(Attachment 1)** The property is located within the Paleochannel and Wellhead Protection Overlay Districts, and requires Planning Commission approval for development within these districts.

III. PLANNING AND ZONING:

A. History

On April 15, 2004, the Salisbury-Wicomico Planning Commission granted approval for the Tractor Supply Store, as it currently exists. No significant changes have occurred since that approval.

B. Site Description

The site consists of a total area of 4.03 acres located at the southwest corner of East North Pointe and Jasmine Drive. **(Attachment 2)**



C. Surrounding Area Development

The site is located near Addison Court Apartments, The Commons shopping center (including Target, PetSmart and Home Depot), Quality Inn hotel, and the Lord Salisbury shopping center.

D. Access to the Site

The site has access from both East North Pointe Drive and Jasmine Drive.

IV. COMPREHENSIVE SITE PLAN REVIEW:

Paleochannel and Wellhead Protection Districts

The proposed construction will be located over the existing outdoor sales area/storage yard. This entire area is currently covered with concrete. Minimal disturbance is projected for the area, and should be limited to penetrations for new footings for the addition's exterior walls and interior pier footings. **(Attachments 3 – 10)**

V. PLANNING CONCERNS:

None. The proposed use of the addition for a retail sales area with a greenhouse and storage will have no impact on either overlay district.

VI. STAFF RECOMMENDATION:

Staff recommends approval for the Paleochannel and Wellhead Protection District Site Plan as submitted. Forest Conservation shall be subject to further review and approval by the Wicomico County Planning & Zoning Department.

GENERAL NOTES:

- PARKING REQUIREMENTS**
- EXISTING PARKING SPACES / CONTIGUOUS TO REMAIN UNLESS NOTED OTHERWISE BY THE 5.0M OR AS REQUIRED BY LOCAL JURISDICTION
 - NEW RESULING AND/OR RE-STRIPING, BAY SPACING, AS NOTED ON PLAN IS REQUIRED WITH A PARKING STALL SIZE OF 4' WIDTH x 10' LENGTH
 - STRIPING AND SIGNAGE SHALL USE A SINGLE 4" WIDE WHITE STRIPE
 - DIRECTIONAL ARROWS AND LETTERING ARE SOLID WHITE AS REQUIRED
- LANDSCAPE AREA AND IRRIGATION**
- LANDSCAPE IS TO BE DESIGNATED AS REQUIRED BY NEA WORK AFFECTING PREVIOUS LANDSCAPE. IN GENERAL, NEW LANDSCAPING IS NOT INTENDED TO BE INCLUDED THROUGHOUT
 - IF INSTALLED, IRRIGATION SYSTEM TO BE COMPATIBLE WITH THE PLANT MATERIAL AND ENVIRONMENTAL EXPOSURE
 - IRRIIGATION AND DRAINAGE REQUIREMENTS OF LOCAL LANDSCAPE CODES AND BE COMPATIBLE/CONSISTENT IN MATERIAL AND QUALITY OF THE OVERALL DEVELOPMENT
 - LANDSCAPE TO BE DESIGNED WITH CONSIDERATION TO SIGHT LINES TO BUILDING SIGNAGE AND ENTRY ELEMENTS AS TO NOT REDUCE VISIBILITY
- DRAINAGE AND GRASS**
- DRAINAGE AREAS AND CALCULATED DRAINAGE AREAS IS NOT INTENDED TO BE UTILIZED AS SLAB FOR NEW GREENHOUSE AND/OR FEED STORAGE BUILDINGS
 - DRAINAGE SHALL SLOPE AWAY FROM BUILDINGS AND SIDEWALK CURBS
 - PROVIDE ALL REQUIRED UNDERDRAIN AND SLEEVING ALL UTILITY AND IRRIGATION CONNECTIONS
 - INSTALL EXTRA CARE WHEN INSTALLING NEW UNDERDRAIN WORK AS TO NOT AFFECT EXISTING UTILITIES
- GRASS LIGHTING**
- EXISTING SITE LIGHTING TO REMAIN, NO NEW LIGHTING OR LIGHT FIXTURES TO BE INSTALLED
 - MINIMUM MAINTAINED ILLUMINATION AT SECOND SURFACE REPAIR OR REPLACE FIXTURES AND LAMPS THAT ARE NOT
 - ALL CONCRETE LIGHT POLE BASES ARE TO BE PAINTED SAFETY YELLOW UNLESS OTHERWISE REQUIRED BY AUTHORITY HAVING JURISDICTION (REFER TO SCOPE OF WORK SUPPLEMENT FOR ADDITIONAL INFORMATION)



SLOPE OF SIDE LOT SURFACE SHALL BE 1% - 3% MAX IN ANY DIRECTION *NOTE THAT SOME EXISTING LANDSCAPING MAY REQUIRE A MAX. SLOPE OF 2%

BULK PROpane LOCATION
 **CONFIRM BULK PROpane TANK LOCATION WITH TSC PM

SITE PLAN

AS1.0

SITE PLAN

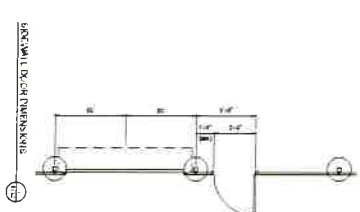
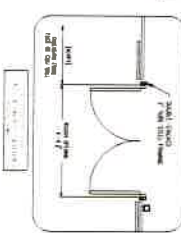
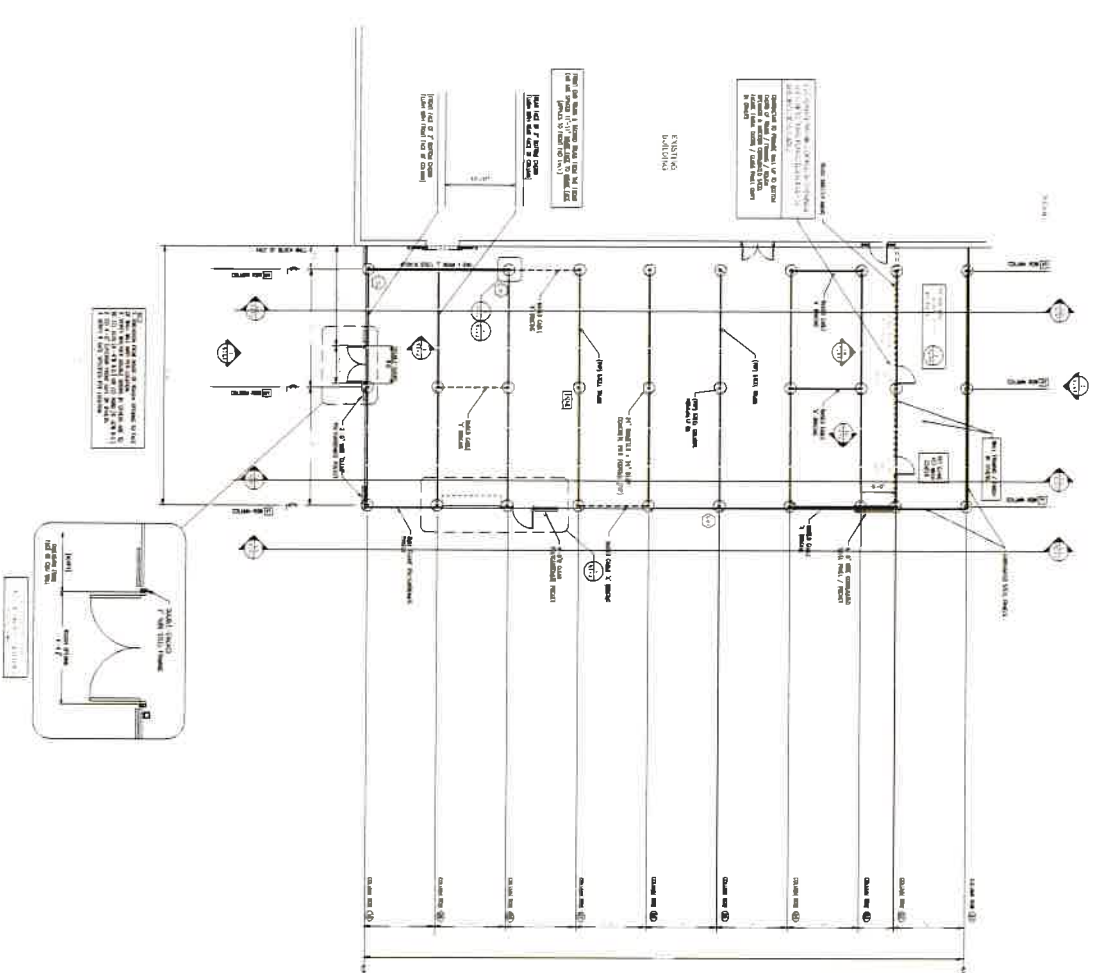
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Scale	AS1.0

FUSION / BIDE LOT / PET WASH / PET CLINIC
COMBO PROJECT
 #763
 112 EAST NORTH POINTE DR
 BALSBURRY, MD 21604

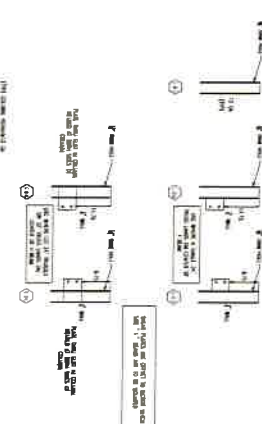


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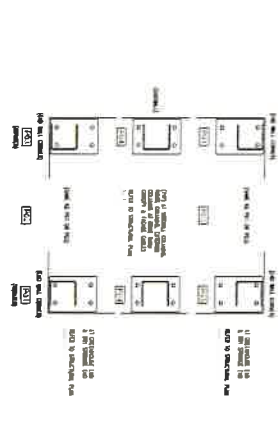




COLUMN LINES



COLUMN REINFORCEMENT DETAILS



STRUCTURAL PLAN

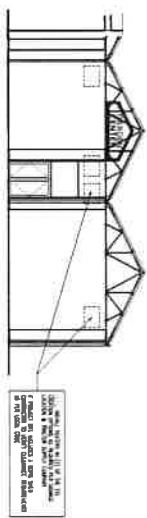
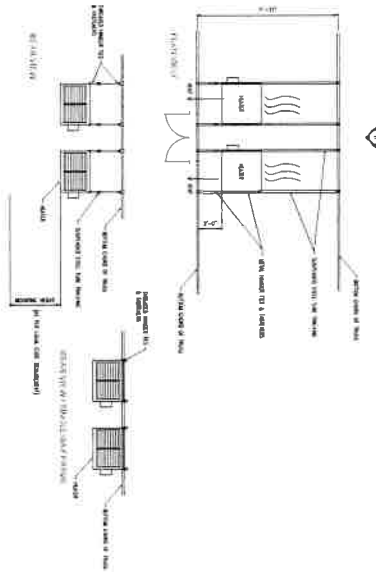
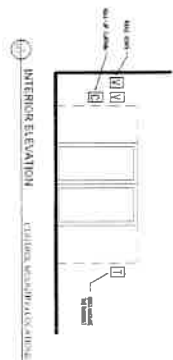
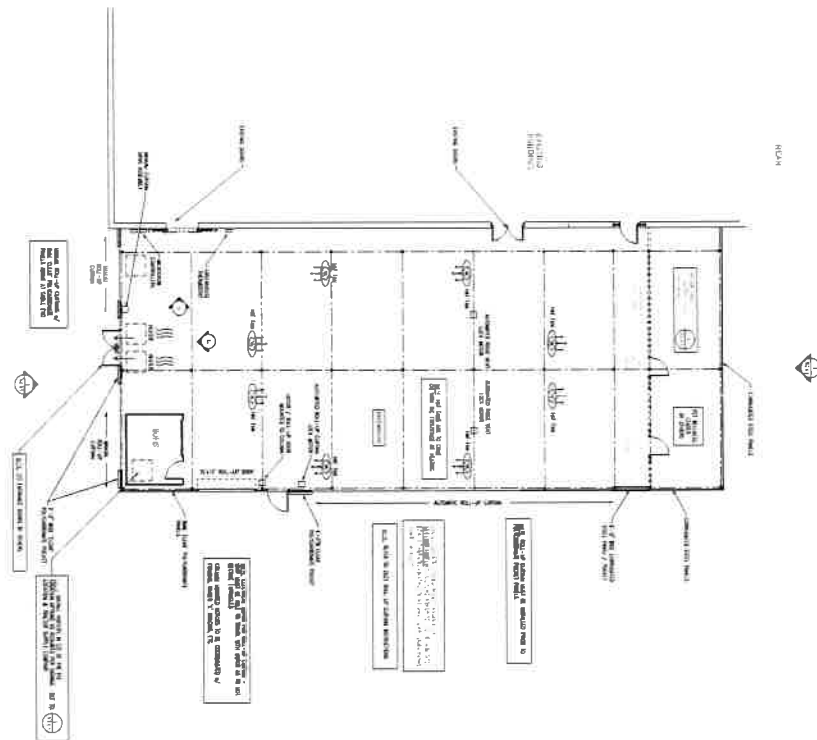


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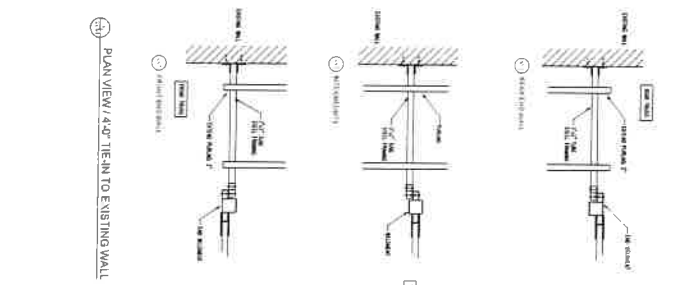
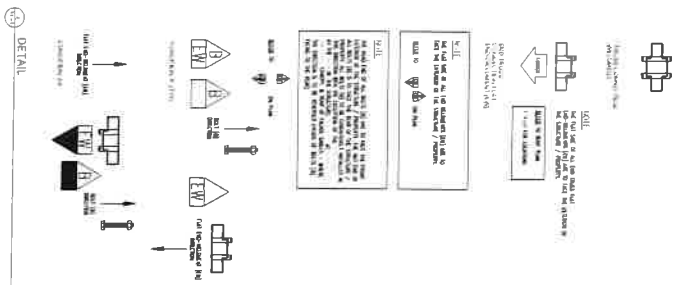
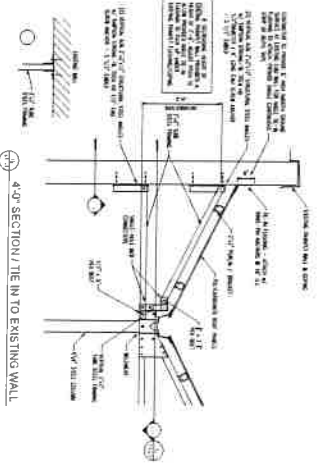
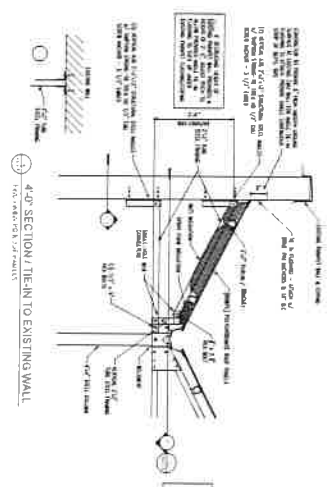
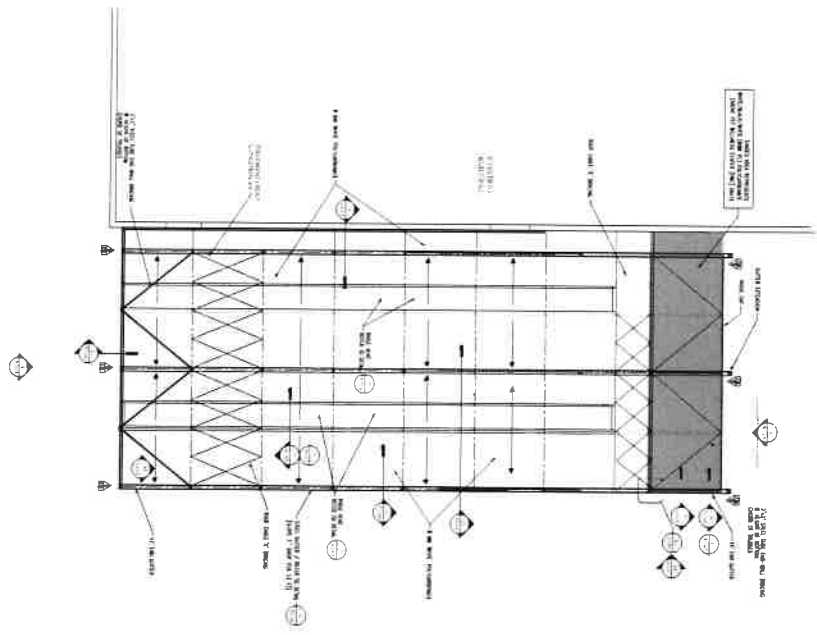
FLOOR / EQUIPMENT PLAN

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ROOF PLAN

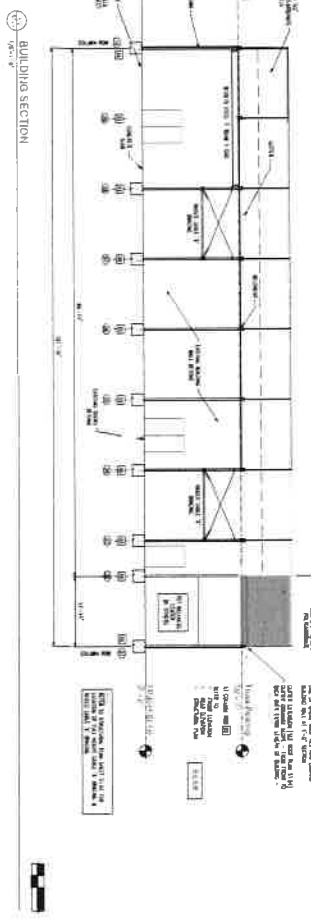
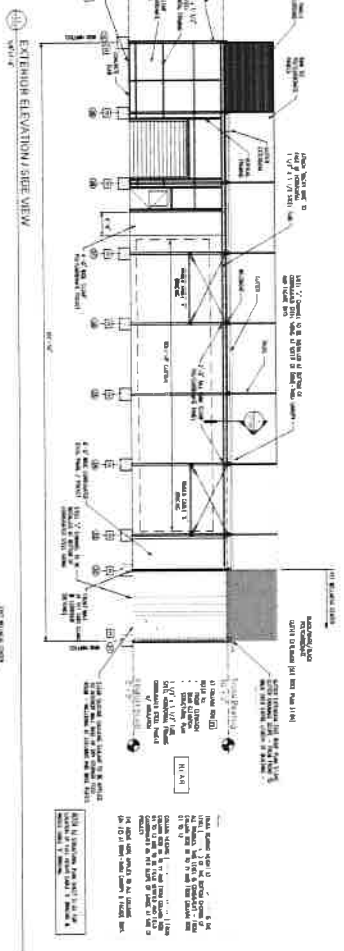
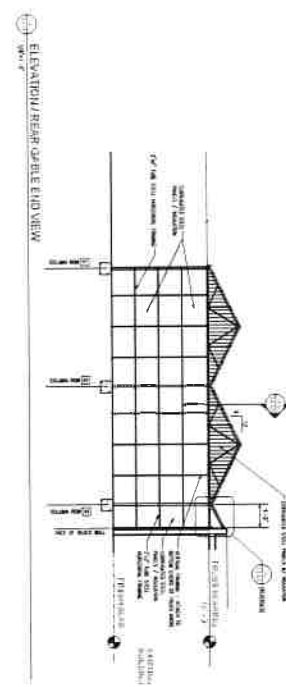
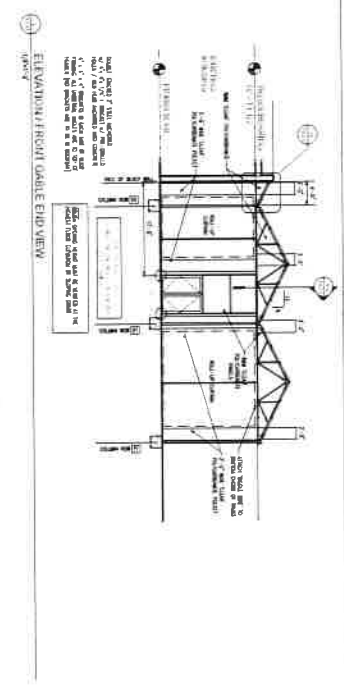
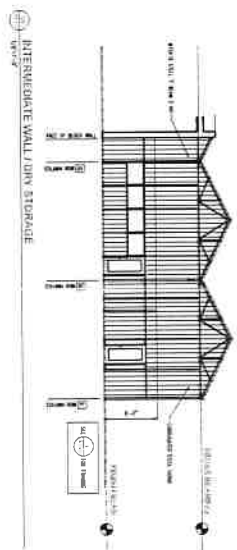
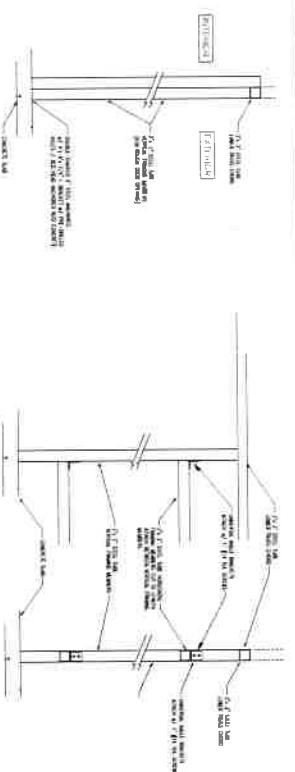


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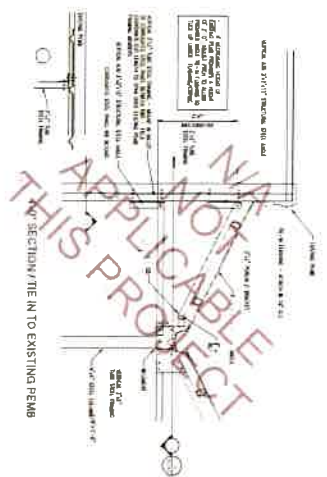


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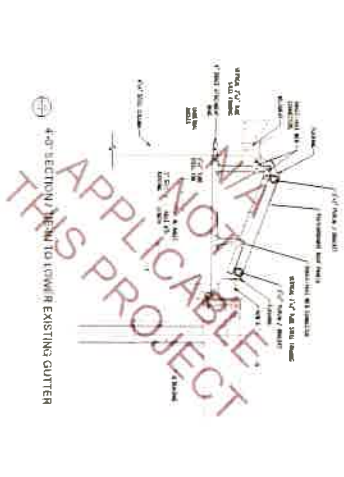
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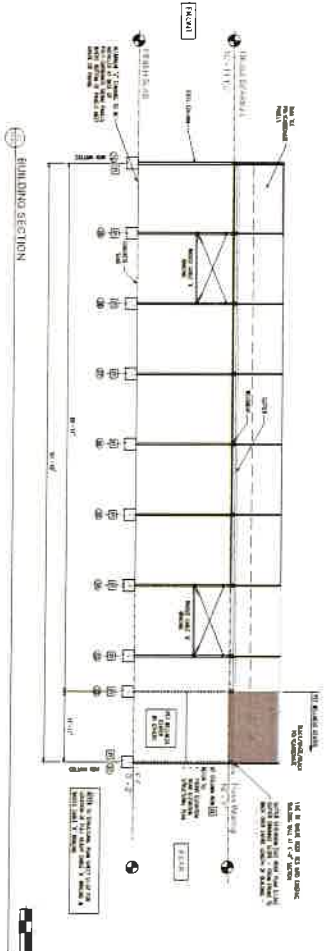
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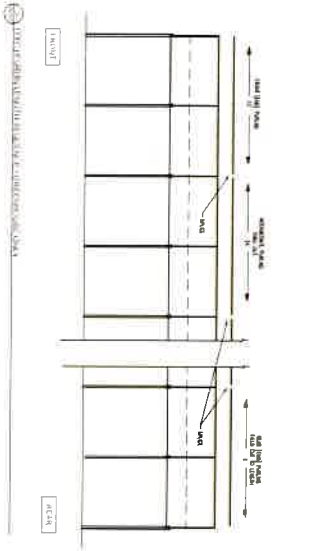
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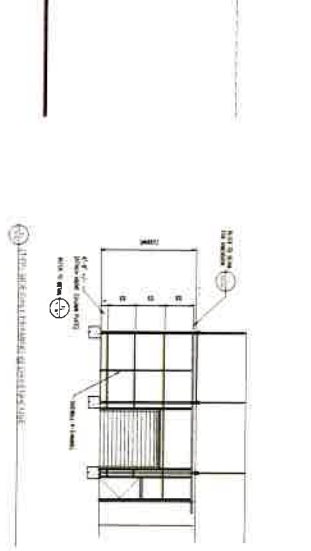
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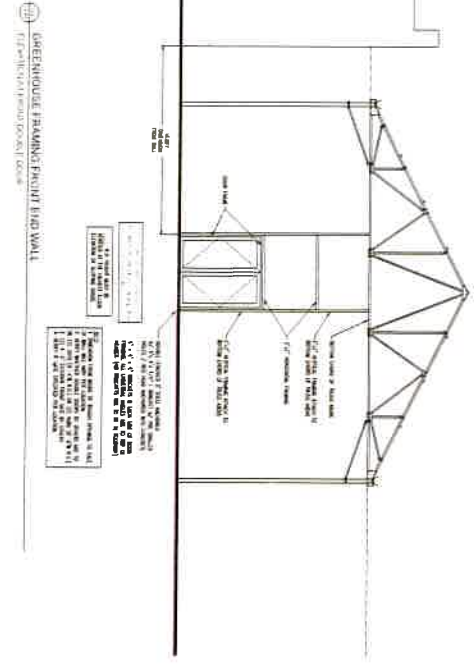
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SECTION/TIE IN TO EXISTING GUTTER



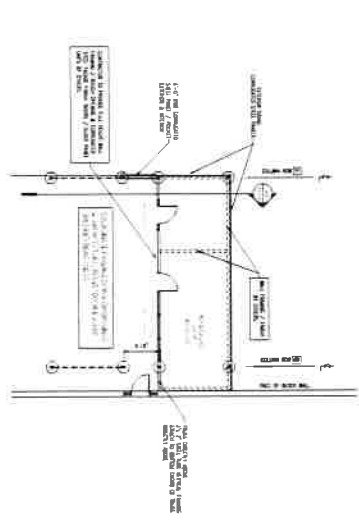
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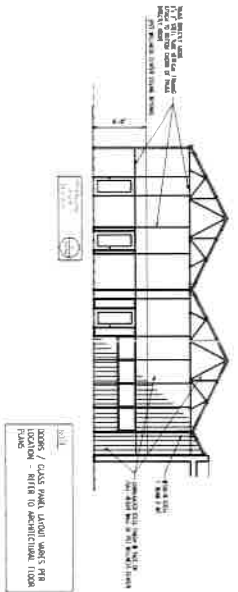
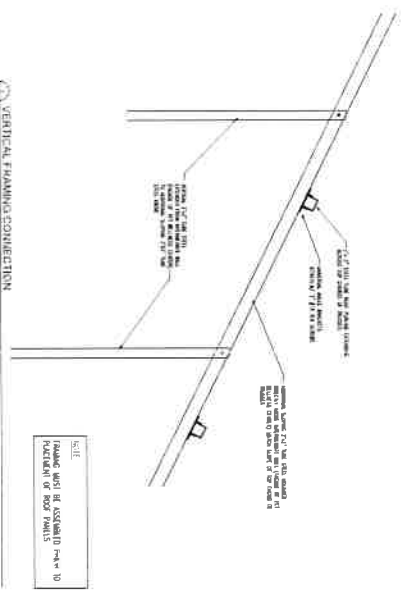
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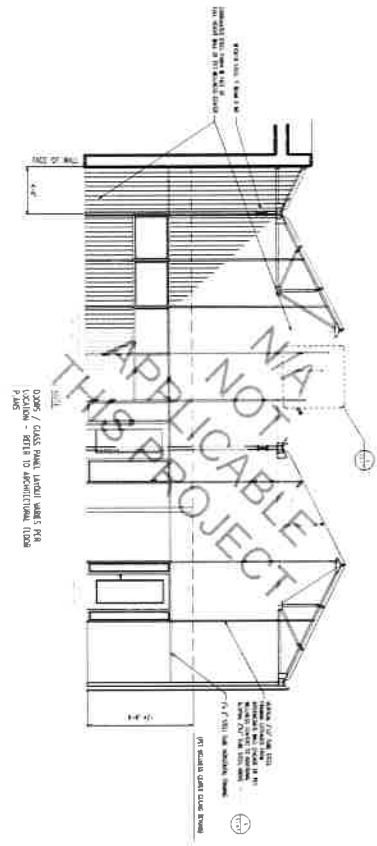
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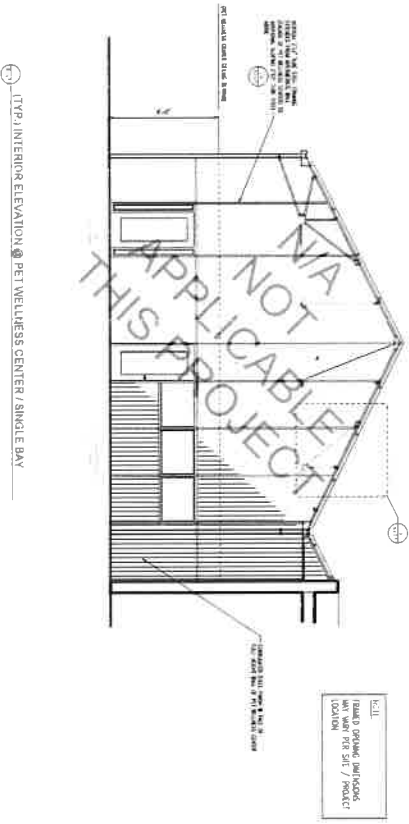
①② (TYP) FLOOR PLAN - PET WELLNESS CENTER / REAR LOCATION



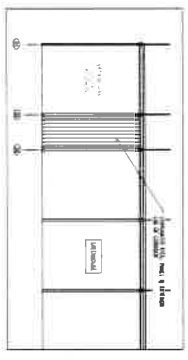
①③ (TYP) INTERIOR ELEVATION @ PET WELLNESS CENTER / REAR LOCATION



①④ (TYP) INTERIOR ELEVATION @ PET WELLNESS CENTER / DOUBLE BAY



①⑤ (TYP) INTERIOR ELEVATION @ PET WELLNESS CENTER / SINGLE BAY



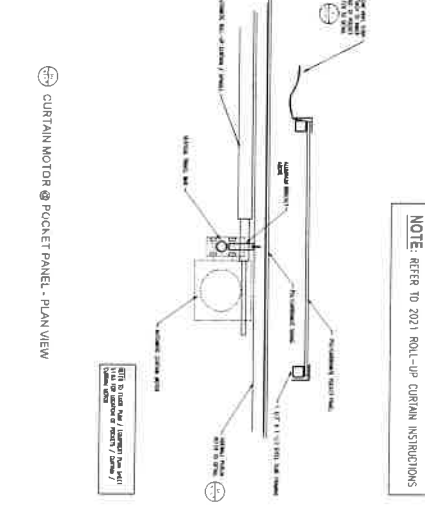
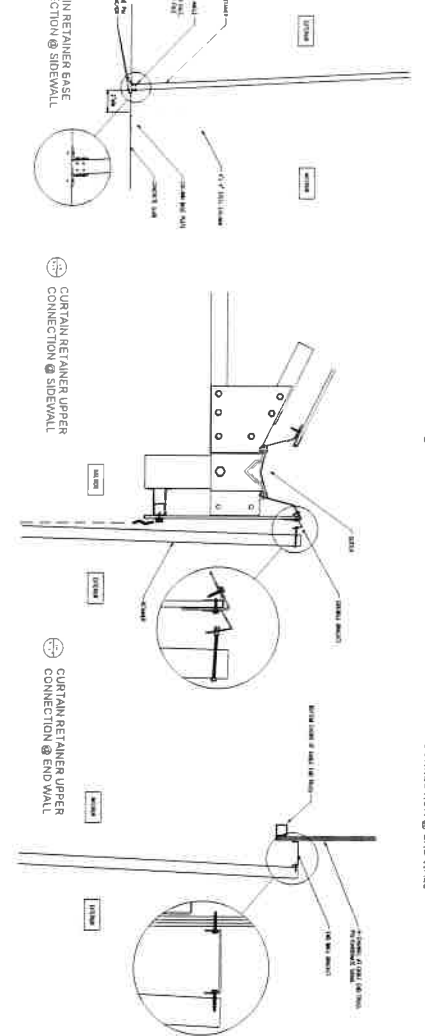
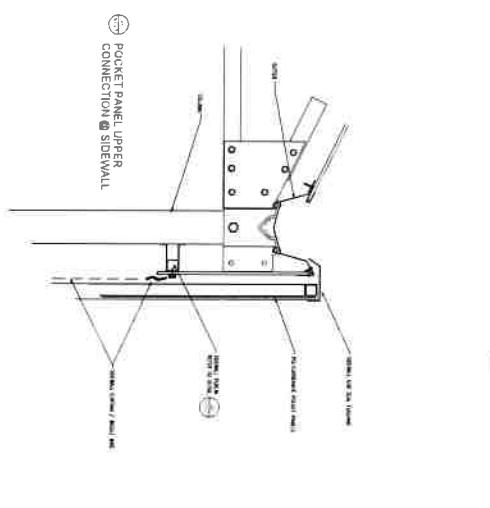
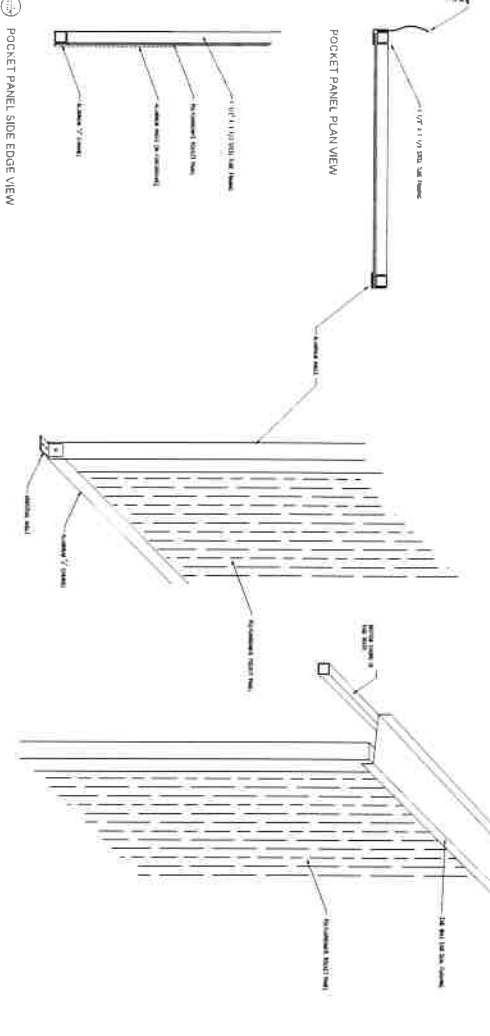
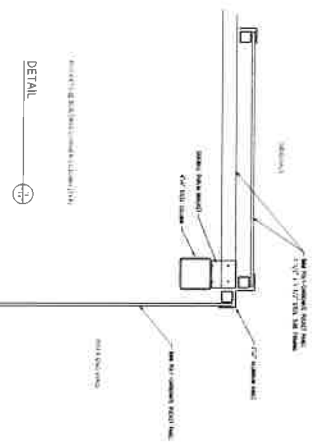
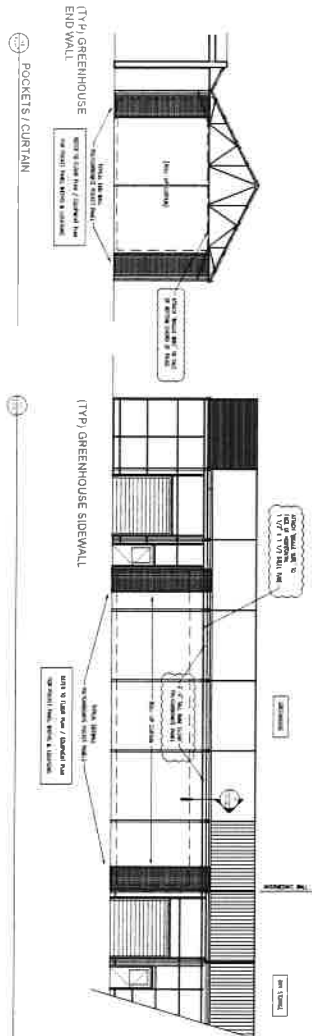
①⑥ (TYP) INTERIOR SECTION @ PET WELLNESS CENTER / DOUBLE BAY


WELLMAN FRAM
 ARCHITECTS
 2017/2018
 S


ZUENDT ENGINEERING
 CIVIL & STRUCTURAL ENGINEERING
 401 S. 29th St. P.O. Box 1000
 Columbia, SC 29202


MERCHNEY GREENHOUSES
 STRUCTURES + EQUIPMENT + COVERINGS
 Merchney, LLC
 2755 Liberty Highway
 Liberty, SC 29557
All rights reserved. This drawing is the property of Merchney, LLC and may not be reproduced in any form without the written permission of Merchney, LLC.

TRACTOR SUPPLY CO.
 112 EAST NORTH POINTE DRIVE
 SALISBURY MD 21804



NOTE: REFER TO 2021 ROLL-UP CURTAIN INSTRUCTIONS

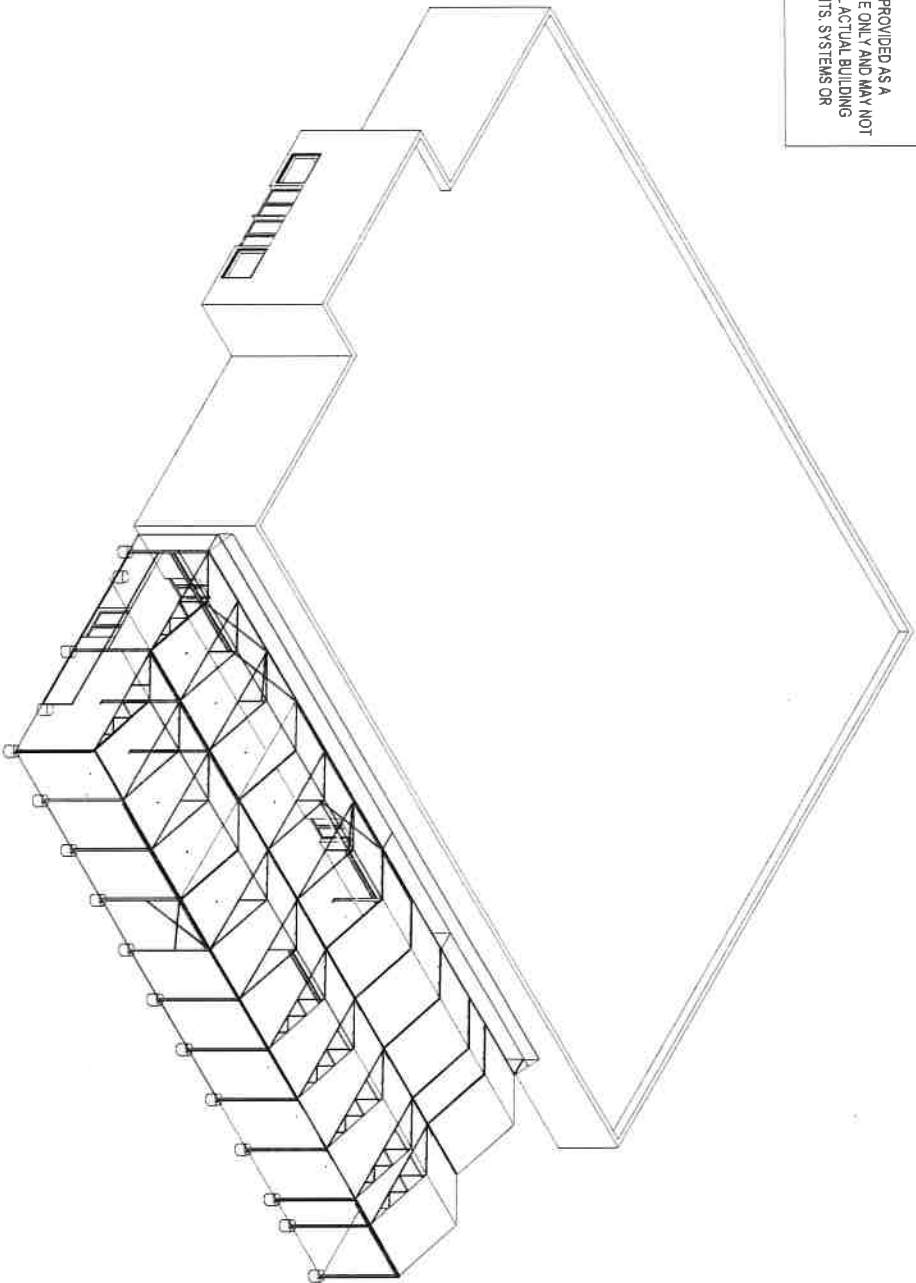
Project No.	015
Date	03/07/17
Scale	1/8" = 1'-0"
Sheet No.	S3.07

ZUENDT ENGINEERING
 CIVIL & STRUCTURAL ENGINEERING
 P.O. Box 26177, Greenville, SC 29616 P:(864)990-2995 F:(864)990-2803

MERCHNEY GREENHOUSES
 STRUCTURES & EQUIPMENT & COVERINGS
 Merchney LLC
 1713 Laurel Highway
 Salisbury, MD 21804
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TRACTOR SUPPLY CO.
 112 EAST NORTH POINTE DRIVE
 SALISBURY MD 21804

NOTE:
 3D ISOMETRIC MODEL IS PROVIDED AS A
 CONCEPTUAL REFERENCE ONLY AND MAY NOT
 ACCURATELY DEPICT ALL ACTUAL BUILDING
 CONDITIONS, COMPONENTS, SYSTEMS OR
 DESIGN DETAILS.



3D ISOMETRIC

Project No.	2019-041-010
Sheet No.	84.01
Scale	AS SHOWN
Revision	
SA.01	

ZUENDT ENGINEERING
 CIVIL & STRUCTURAL ENGINEERING
 P.O. Box 26177, Greenville, SC 29616 P:(864) 990-2995 F:(864) 990-2803

MERCHNEY GREENHOUSES
 STRUCTURES + EQUIPMENT + COVERINGS
 Merchney, LLC
 1211 Green Springs Road
 Columbia, SC 29912
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TRACTOR SUPPLY CO.
 112 EAST NORTH POINTE DRIVE
 SALISBURY MD 21804

Infrastructure and Development Staff Report

June 17, 2021

I. BACKGROUND INFORMATION:

Project Name: The Ross Apartment Complex Building #2
Applicant/Owner: Nicholas Simpson/First Move Properties, LLC
Project No.: 202100545
Nature of Request: Revised Certificate of Design and Site Plan Approval
Location of Property: 144 E. Main Street; Map 107; Grid 15; Parcel 858
Existing Zoning: Central Business District

II. SUMMARY OF REQUEST:

The applicant is requesting a Revised Certificate of Design and Site Plan for The Ross Apartment Complex Building #2 at 144 East Main Street. The project will now consist of a new approximately 120 ft. tall, eight-story apartment building containing 45 residential units where the former Chamber of Commerce building existed. **(Attachments 1 & 2)**

III. HISTORY:

A Revised Final Certificate of Design and Site Plan for The Ross Building #1 (130-134 E. Main Street) was approved by the Planning Commission on 11/21/2019, while a Preliminary Certificate of Design and Site Plan approval was granted for The Ross Building #2 on January 20, 2020. **(Attachment 3)** A density variance request for the Ross Building #2 was granted by the Board of Zoning Appeals on 2/6/2020. A revised density and height request is scheduled for the Board on July 1, 2021.

IV. DESCRIPTION OF PROPERTY:

144 East Main Street currently consists of a 17,974 sq. ft. lot located in the Central Business District. The property is also in the designated Downtown Historic District and subject to Historic District Commission approval for design of the proposed new building. In addition, the property is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area Program.

V. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties are also in the Central Business District. Nearby buildings include the U.S. Post Office, Wicomico County Courthouse, and the Salisbury Parking Garage.

VI. DISCUSSION OF REQUEST:

The applicant proposes construction of an eight-story, 120 ft. tall apartment building (The overall height is 120 ft., but the majority of the building is 97 ft. 9-inches). The previously approved building footprint of 105 ft. x 106 ft. will not be altered. A total of 45 residential units are proposed, for a rate of approximately 110 units per acre. Parking for the tenants is proposed to be provided in the city's parking garage, and will be accessed via two (2) 4th story walking bridges which will connect the garage to the subject property. (Attachments 4 - 6)

VII. CODE REQUIREMENTS:

Development standards in the Central Business District are flexible. Below is a summary of the standards of the CBD.

1. **Setbacks:** The Code requires setbacks for the proposed buildings to be consistent with the existing buildings. Where there are minor irregularities in the setback, the Commission may determine the setback.

The setbacks of the building are not affected by the proposed expansion, as the building footprint will not change from the previously approved Certificate of Design and Site Plan. The building will only be expanded vertically.

2. **Parking:** This site is located within the downtown parking authority district. Parking is not required to be provided for sites within this special district. However, the applicant has an agreement with the City to reserve a number of parking spaces in the adjacent parking garage for residents of the apartments.
3. **Height:** The Code permits buildings a maximum 75 feet in height in the CBD. The addition will increase the overall height to 120 feet. A special exception from the Salisbury Board of Zoning Appeals is required for buildings that exceed 75 ft. tall. The Board will hear the requested height increase at the July 1, 2021 meeting.
4. **Density:** Apartments are permitted at a rate of 40 units per acre. For this site, a maximum of 16 units would be permitted. Forty-five units are proposed, which increases the density to approximately 110 units per acre. Increases in density are permitted by special exception from the Board of Zoning Appeals. The Board will also hear the density increase request at their July 1, 2021 meeting.



5. **Signs:** Two (2) wall signs are proposed for the building's front, facing East Main Street. One (1) sign, located on the east end of the building reads, "The Ross", while the second sign reads, "The Ross East," and will be situated over the main entrance. No information has been provided regarding the size of the signs. However, all signs appear to be proportionate to the building. No other signs are currently proposed. **(Attachment 4)**

VIII. BUILDING ELEVATIONS:

Building elevations have been provided for the proposed structure. Exterior materials include masonry and EIFS, and is pending approval by the Salisbury Historic District Commission. **(Attachment 4)**

IX. CHESAPEAKE BAY CRITICAL AREA:

The site is located entirely within an Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area District. The Applicant must obtain a Certificate of Compliance prior to construction.

X. SALISBURY HISTORIC DISTRICT COMMISSION:

The Salisbury Historic District Commission is scheduled to review the proposed construction at their June 23, 2021 meeting.

XI. PLANNING COMMENTS:

Staff finds no difficulty with this request. The building footprint is not being altered from the original Certificate of Design and Site Plan Approval. This request is simply to add two (2) additional floors from the original approval.

XII. RECOMMENDATION:

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

1. This site shall be developed in accordance with the approved Site Plan and all requirements of the Salisbury Municipal Code. Minor plan adjustments that do



City of
Salisbury
Jacob R. Day, Mayor

not conflict with the Chesapeake Bay Critical Area requirements may be approved by the Director of the Department of Infrastructure and Development;

2. The Applicant must obtain density and height increase approvals from the Board of Zoning Appeals (scheduled for 7/1/2021);
3. The Applicant must obtain approval from the Historic District Commission (scheduled for 6/23/21);
4. The Applicant must obtain a Chesapeake Bay Critical Area Certificate of Compliance;
5. City Fire Marshal approval;
6. The project is subject to further review and approval by the City Department of Infrastructure and Development.

FIRST MOVE PROPERTIES, LLC

**P.O. Box 4365
Salisbury, MD 21803**

May 17, 2021

City of Salisbury, Maryland
Salisbury-Wicomico County Planning and Zoning Commission
c/o Henry Eure, City Planner
125 N. Division Street, Room 202
Salisbury, Maryland 21801

Re: Application for Revised Certificate of Design for the Redevelopment of 144 E. Main Street; The Ross Building - First Move Properties, LLC - CBD - M-107, G-15, P-858, #19-042

Dear Mr. Eure,

On behalf of First Move Properties, LLC ("First Move"), please accept the enclosed elevations for the proposed eight-story redevelopment of the property located at 144 E. Main Street, Salisbury, Maryland 21801 (First Move's proposed redevelopment of 144 E. Main Street, as described below, is referred to as the "Project").

Previously on January 16, 2020, the Planning Commission Members granted a Certificate of Design and Site Plan approval for a new 6-story building that replaced the existing 2-story structure located at 144 E. Main Street. Since the time of First Move's approvals, CV-19 delayed the Project and allowed the development team time to consider alterations to the Project. At this time, First Move wishes to add two additional floors to the Project for a total of eight stories. This change will only alter the Project's height and will not alter the previously approved site plan.

The Project complies with all stormwater management and environmental regulations, and City water and sewer services are available to serve the Project once developed. Upon completion, the Project will consist of 45 luxury-style apartments for students at Salisbury University and the Project's development density will not impose any undue burden or expense on the City. Once Preliminary Certificate of Design is granted, First Move will seek additional approvals from the City of Salisbury Board of Zoning Appeals, to allow for density above the inherent density permitted for development in CBD under Chapter 17.24.040(B)(2)(b) and will update approvals with the Historic District Commission for the increased massing of the Project.

As for the availability of streets and parking, the City's Parking Garage will be used to meet the parking needs of the Building's residents. The Project's plans include the construction of a walking bridge that will connect the exterior of the Building to the City's Parking Garage. The walking bridge will be constructed from the Building's fourth floor and connect to the top-level parking deck of the City's Parking Garage. First Move has also finalized a Developers Agreement with the City of Salisbury to purchase 278 Parking Permits on an annual basis for the tenants in the Building and completed an easement with the City

FIRST MOVE PROPERTIES, LLC

P.O. Box 4365

Salisbury, MD 21803

of Salisbury to convey a portion of the air rights behind the Building to ensure the walking-bridge complies with all local laws, per Resolution No. 2990 (Enclosed Below).

The Project complies with the City's goals for development in the CBD zoning district. At its heart, the purpose of the CBD: "is to maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service, and retail activities; [and,] to enhance the vitality of the downtown by encouraging residential uses." (See Chapter 17.24.010(C)). When finished, the Project will more than double the residential inventory available for rent in Downtown Salisbury; and, because the Project is centrally focused on offering high-quality apartment-style rentals to university students, the Project will inextricably strengthen the connection Downtown Salisbury shares with Salisbury University. First Move is excited to bring this significant redevelopment project to the City and is confident that when completed, the Project will not only dramatically change the cityscape and skyline of Downtown but, more importantly, will serve as a signature testament to the long, successful, and continuing hard work for the revitalization of Downtown Salisbury.

Enclosed are the updated Elevations for First Move's development of the Project, along with conceptual renderings of the Project, including drawings depicting the Building's proposed height. Please kindly schedule First Move's request for Site Plan Approval for the Planning Commission's June 17, 2021 meeting. On behalf of First Move, thank you for your time and consideration of this request.

Sincerely,



Nicholas Simpson,
First Move Properties, LLC

Enclosures/





Infrastructure and Development Staff Report

January 16, 2020

I. BACKGROUND INFORMATION:

Project Name: The Ross Apartment Complex Building #2
Applicant/Owner: Nicholas Simpson/First Move Properties, LLC
Project No.: 19-042
Nature of Request: Preliminary Certificate of Design and Site Plan Approval
Location of Property: 144 E. Main Street; Map 107; Grid 15; Parcel 858
Existing Zoning: Central Business District

II. SUMMARY OF REQUEST:

The applicant is requesting a Preliminary Certificate of Design and Site Plan for The Ross Apartment Complex Building #2 at 144 East Main Street (**Attachment 1**). The project consists of a new 6 story apartment building containing 30 residential units to replace the existing Chamber of Commerce building. In addition to the written request and narrative, also included are a site plan, floor plans, exterior elevations, building sections & 3D views (**Attachments 2-9**).

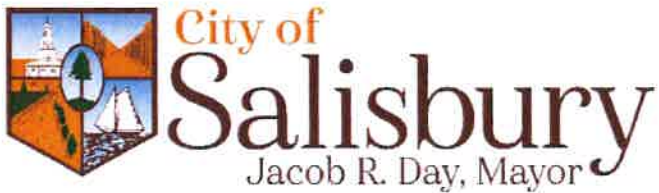
III. HISTORY:

Revised Final Certificate of Design and Site Plan for The Ross Building #1 (130-134 E Main Street) was approved by the Planning Commission on 11/21/2019. A density variance request for the Ross Building #2 is scheduled with the Board of Zoning Appeals on 2/6/2020.

IV. DESCRIPTION OF PROPERTY:

144 East Main Street currently consists of a 9,700 sq. ft. two-story office building on a 17,974 sq. ft. lot located in the Central Business District. The property is also in the designated Downtown Historic District and subject to Historic District Commission approval for removing the existing structure and design of the proposed new building. In

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



addition, the property is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area Program.

V. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties are also in the Central Business District. Nearby buildings include the U.S. Post Office, Wicomico County Courthouse, and the Salisbury Parking Garage.

VI. RECOMMENDATION:

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

1. This site shall be developed in accordance with the approved Site Plan and all requirements of the Salisbury Municipal Code. Minor plan adjustments that do not conflict with the Chesapeake Bay Critical Area requirements may be approved by the Director of the Department of Infrastructure and Development;
2. The Applicant must obtain a density variance from the Board of Zoning Appeals (scheduled for 2/6/2020);
3. The Applicant must obtain approval from the Historic District Commission;
4. The Applicant must obtain a Chesapeake Bay Critical Area Certificate of Compliance – to be issued by the Planning Office – prior to any disturbance of lands within the CBCA;
5. City Fire Marshal approval (plans have been submitted);
6. Address concerns of the Wicomico County Board of Education (plans have been submitted);
7. Provide east-west cross-section with limits from the east side of Baptist St to 130 East Main to provide a visual representation of raising the finish floor elevation to address flood plain requirements;
8. Exterior signage shall be subject to Planning Commission review and approval and;
9. The project is subject to further review and approval by the City Department of Infrastructure and Development.

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CLIENTS' SUCCESS

December 17, 2019

Brian Wilkins
Project Manager
City of Salisbury Infrastructure & Development
125 N. Division Street, Suite 202
Salisbury, Maryland 21801

Re: **Planning Commission Site Plan Application**
THE ROSS APARTMENT COMPLEX BUILDING NO. 2
Wicomico County, Maryland
2018010.01



Dear Mr. Wilkins:

Please find enclosed our submission for The Ross Apartment Complex, Building No. 2. We request this project be placed on the Planning Commission agenda for their January 16, 2020 meeting.

This project consists of the construction of a new 6-story building replacing the existing 2-story structure located at 144 E. Main Street, which is currently the home of the Salisbury area Chamber of Commerce. This site is at the southwest corner of the intersection of East Main Street and Baptist Street. The developer has placed this property under contract along with the surface parking lot south of the project between the City of Salisbury parking garage and Robert Eaton's Attorney's office on East Market Street.

Previously, the Planning Commission approved Building No. 1 and then subsequently approved the conversion of the Chamber of Commerce parking lot to a plaza with landscaping, seating and innovative landscaped stormwater management practices. Building No. 1 has access from Main Street and, directly into the plaza for the use of the residents of the building. Building No. 2, will be similar with access from Main Street and the plaza. Changes to the plaza layout were required to add handicap ramps necessary to provide ADA accessible entrances to Building No. 2 and the alley.

Building No. 1 was able to be constructed at a finished floor elevation matching street grade on East Main Street because the entire site was removed from the 100-year floodplain by raising adjacent grades above base flood elevation. Building No. 2 will not be able to be removed from the floodplain because the adjacent grades cannot be raised sufficiently to remove the parcel from the floodplain, due to the existing alley and East Main Street grades. As a result, Building No. 2 has a finished floor elevation at 8.0'. This is 2.0' above the base flood elevation of 6.0' in accordance with City of Salisbury floodplain regulations. This results in the need for a lengthy ramp along the East Main Street façade. Ground elevations and ramp slopes are shown on the plan for reference and to demonstrate how ADA access will be achieved. Several rooms at the rear of the building along the alley must be at ground elevation in order to function, such as the trash room. Roll up doors will allow trash containers to be emptied and will allow access for mechanical and other back-of-house functions. These rooms will have to be flood proofed.

A landscape wall will conceal the sloped ramp, but will be open so that windows in the building have visibility to the street. A portion of the building is cantilevered over the ramp and a canopy covers the remaining length of the ramp across the frontage. A wide set of stairs allows for pedestrians to walk directly up to the front doors and provides visibility to the wide recessed entry. Landscaping will be planted between the sidewalk and wall.

BECKER MORGAN GROUP, INC.

ARCHITECTURE & ENGINEERING

PORT EXCHANGE

312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100
FAX 410.546.5824

309 SOUTH GOVERNORS AVENUE

DOVER, DELAWARE 19904
302.734.7950
FAX 302.734.7965

RITTENHOIKE STATION

250 SOUTH MAIN STREET, SUITE 109
NEWARK, DELAWARE 19711
302.369.3700

ARCHITECTURE & PLANNING

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600
FAX 910.341.7506

www.beckermorgan.com

ATTACHMENT A

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MORGAN

GROUP

ARCHITECTURE
ENGINEERING

The building will contain thirty (30) apartments with amenities space on the first floor and small amenity spaces on several of the upper floors. The building height will remain at, or below, the current maximum allowable height of 75 feet. A sky bridge will connect both buildings above the plaza at the fourth floor so that residents can utilize the bridge from Building No. 1 to the parking garage. The building footprint is 10,200 SF with a total of 62,475 SF in the entire building.

The density of Building No. 1 was granted a variance by the Board of Zoning Appeals. The extremely small parcel size created a high density of 340 dwelling units per acre. Density for Building No. 2 will be based on the parcel area from the Chamber of Commerce building parcel which is 17,974 SF (0.4126 acres). With thirty (30) units this equates to a much lower density of 73 units per acre. This is the density which will be requested when the project is considered before the Board of Zoning Appeals at their February 6th meeting. We request the Planning Commission approve the project contingent upon the BZA density variance.

We look forward to the opportunity to present this project to the Planning Commission. Please let us know of any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.



Jeffrey A. Harman, P.E.
Senior Associate

JAH/apg

enc: One (1) Set of Site Plans (C-001, C-201), 24"x36" and 11"x17"
One (1) Color Site Plan Rendering Print; 24"x36" and 11"x17"
One (1) Set of Architectural Floor Plans, Elevations and Sections; 24"x36" and 11"x17"
One (1) Set of Color Architectural Renderings; 24"x36" and 11"x17"

201801001ad-DID_narr.docx



BECKER
MORGAN
ARCHITECTS

THE ROSS - BUILDING NO. 2 - CONCEPTUAL SITE PLAN
2018010.01
12.17.19

ATTACHMENT B



THE ROSS APARTMENT COMPLEX BUILDING NO. 2 SALISBURY, MARYLAND

CITY OF SALISBURY
WICOMICO COUNTY, MD



BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN

14 EAST MAIN STREET
SALISBURY, MD 21801
301.441.1111
www.bmgroup.com



THE ROSS APARTMENT COMPLEX BUILDING NO. 2
14 EAST MAIN STREET
SALISBURY, WICOMICO COUNTY, MD

COVER SHEET & OVERALL LAYOUT

SITE DATA

1. PROJECT LOCATION: 14 East Main Street, Salisbury, MD 21801

2. PROJECT DESCRIPTION: THE ROSS APARTMENT COMPLEX BUILDING NO. 2

3. PROJECT OWNER: THE ROSS APARTMENT COMPLEX BUILDING NO. 2

4. PROJECT ARCHITECT: BECKER MORGAN GROUP

5. PROJECT ENGINEER: BECKER MORGAN GROUP

6. PROJECT PLANNING: BECKER MORGAN GROUP

7. PROJECT LANDSCAPE ARCHITECT: BECKER MORGAN GROUP

8. PROJECT INTERIOR DESIGN: BECKER MORGAN GROUP

9. PROJECT DATE: 10/2014

10. PROJECT SCALE: 1/4" = 1'-0"

11. PROJECT SHEET NO.: C-001

12. PROJECT SHEET TOTAL: C-001

13. PROJECT SHEET TITLE: COVER SHEET & OVERALL LAYOUT

14. PROJECT SHEET DATE: 10/2014

15. PROJECT SHEET SCALE: 1/4" = 1'-0"

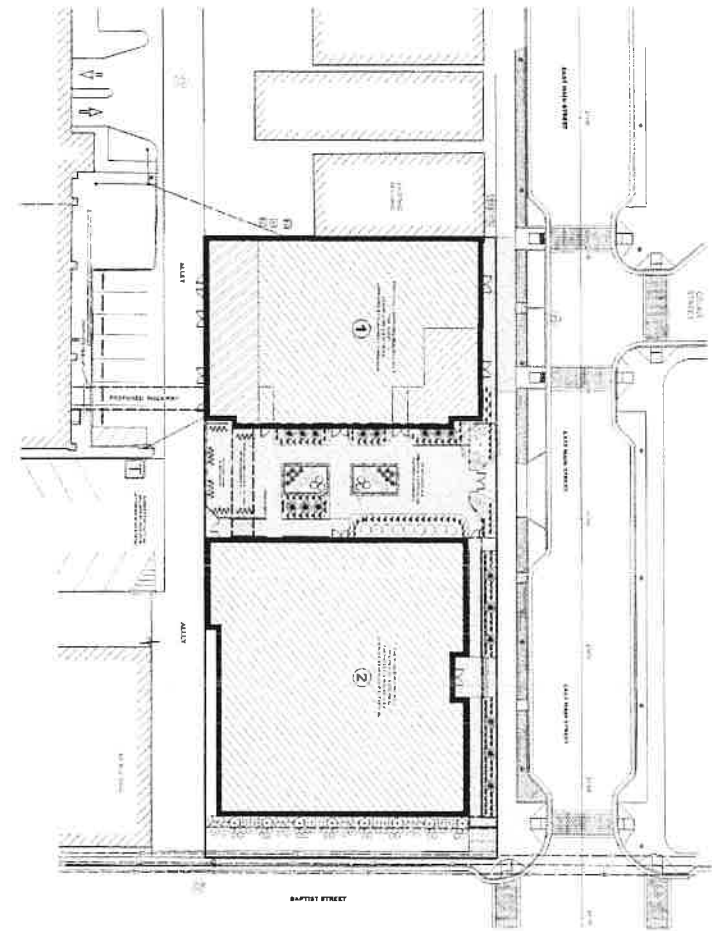
16. PROJECT SHEET TOTAL: C-001

17. PROJECT SHEET TITLE: COVER SHEET & OVERALL LAYOUT

18. PROJECT SHEET DATE: 10/2014

19. PROJECT SHEET SCALE: 1/4" = 1'-0"

20. PROJECT SHEET TOTAL: C-001



CITY OF SALISBURY STANDARD NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALISBURY ZONING ORDINANCES AND THE WICOMICO COUNTY SUBDIVISION ORDINANCES.

2. THE CITY ENGINEER SHALL REVIEW ALL CONSTRUCTION PERMITS AND SHALL BE RESPONSIBLE FOR THE ENFORCEMENT OF THE CITY OF SALISBURY ZONING ORDINANCES AND THE WICOMICO COUNTY SUBDIVISION ORDINANCES.

3. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE OR FOR THE SAFETY OF ANY PERSON OR PROPERTY.

4. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE APPLICANT OR ANY OTHER PARTY.

5. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY STRUCTURE OR FOR THE SAFETY OF ANY PERSON OR PROPERTY.

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10. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE APPLICANT OR ANY OTHER PARTY.



BUILDING DATA FIRE MARSHAL

SECTION	DATE	REVISION	BY	CHKD	DATE
FOUNDATION	10/2014	1	JM	MD	10/2014
WALLS	10/2014	1	JM	MD	10/2014
ROOF	10/2014	1	JM	MD	10/2014
MECHANICAL	10/2014	1	JM	MD	10/2014
ELECTRICAL	10/2014	1	JM	MD	10/2014
PLUMBING	10/2014	1	JM	MD	10/2014
PAINT	10/2014	1	JM	MD	10/2014
FINISH	10/2014	1	JM	MD	10/2014

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALISBURY ZONING ORDINANCES AND THE WICOMICO COUNTY SUBDIVISION ORDINANCES.

2. THE CITY ENGINEER SHALL REVIEW ALL CONSTRUCTION PERMITS AND SHALL BE RESPONSIBLE FOR THE ENFORCEMENT OF THE CITY OF SALISBURY ZONING ORDINANCES AND THE WICOMICO COUNTY SUBDIVISION ORDINANCES.

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10. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE APPLICANT OR ANY OTHER PARTY.

OWNERS CERTIFICATION

I, the undersigned, hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein.

Signature: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____

ENGINEER'S CERTIFICATION

I, the undersigned, hereby certify that I am a duly licensed professional engineer in the State of Maryland, and that I am the author of the design shown on this plan. I further certify that the design complies with all applicable laws, regulations, and codes of practice.

Signature: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____

DIRECTIONS APPROVAL BLOCK FOR SITE PLAN

APPROVED FOR THE CITY OF SALISBURY:

Signature: _____

Name: _____

Title: _____

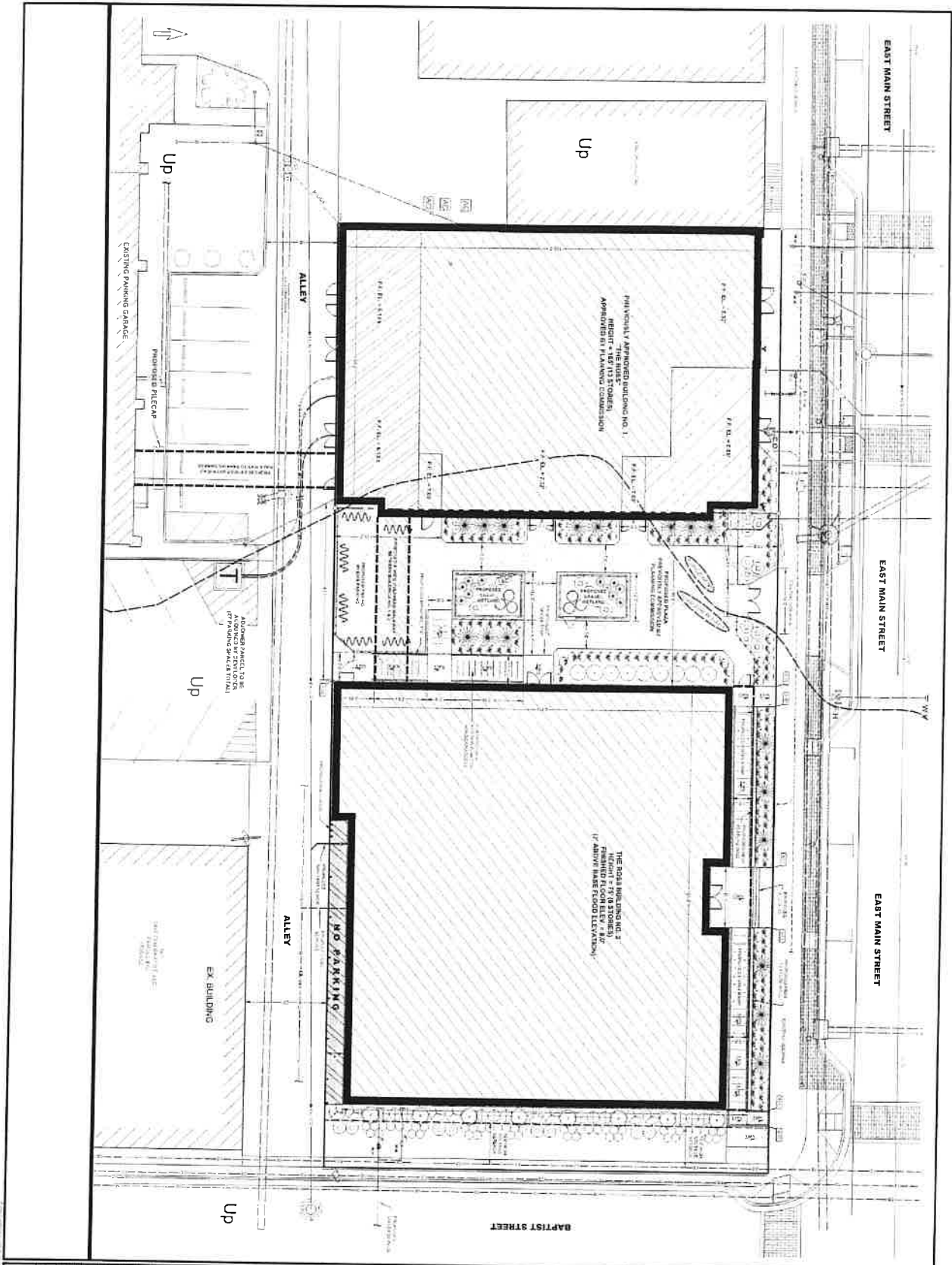
Date: _____

PROJECT NO. 2014-001

DATE: 10/2014

SCALE: 1/4" = 1'-0"

C-001



BECKER MORGAN GROUP
 ARCHITECTURAL ENGINEERS
 1000 W. MAIN STREET, SUITE 100
 WASHINGTON, NC 27583
 TEL: 919.733.1100
 FAX: 919.733.1101
 WWW.BECKERMORGAN.COM

PROJECT NO.: 201-001
DATE: 11/11/11
SCALE: 1" = 10'
CONTRACT NO.: 1111111111

THE ROSS APARTMENT COMPLEX BUILDING NO. 2
 1/4 EAST MAIN STREET
 SUSSURRY
 WICOMCO COUNTY, MD

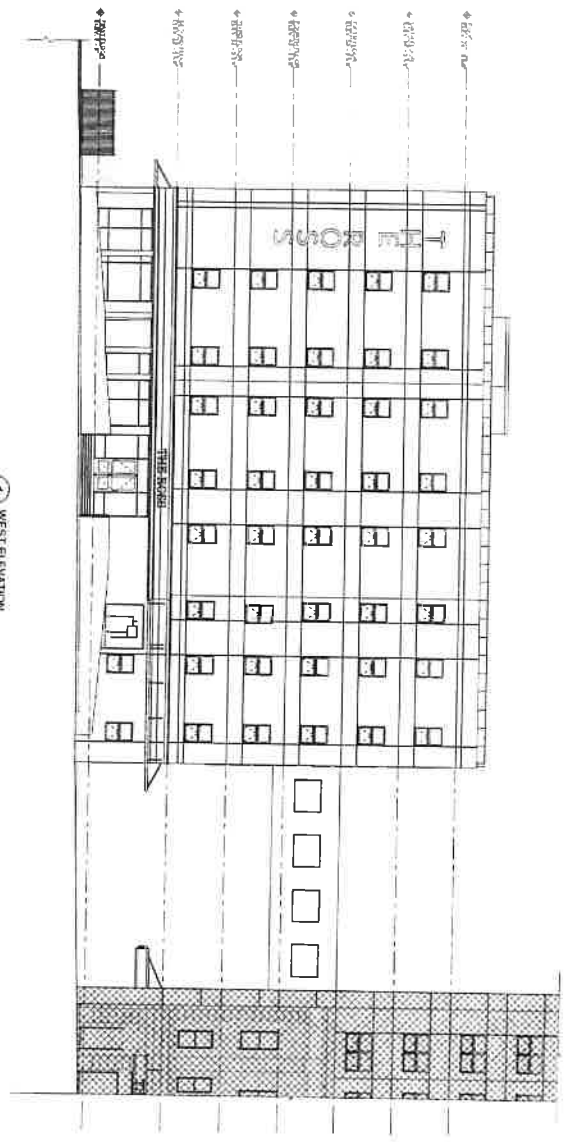
SITE PLAN

C-201

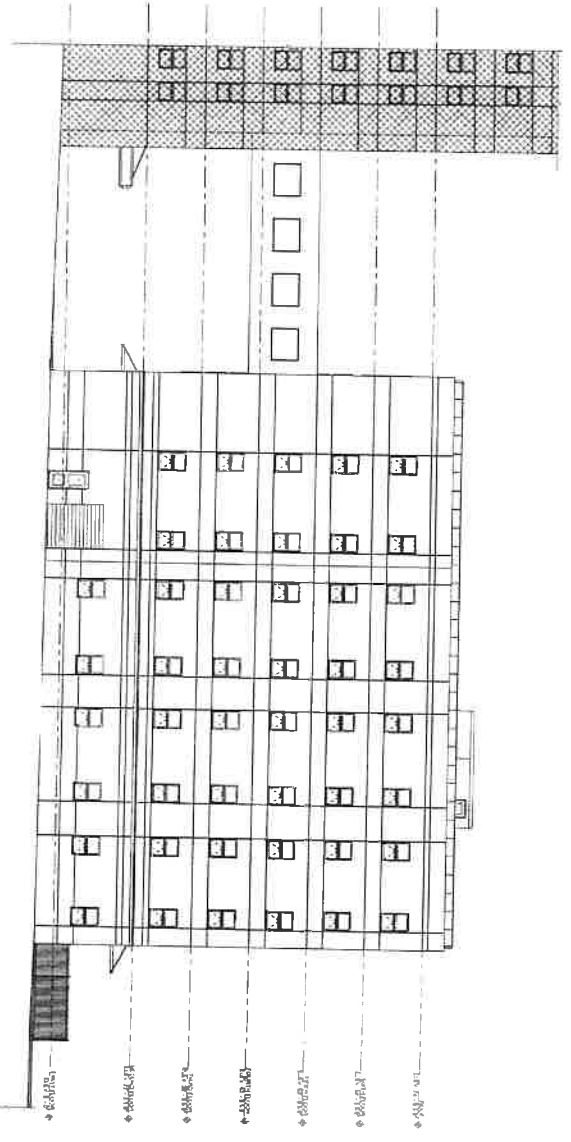
ATTACHMENT D

**PEPPER
MORGAN**

ARCHITECTURE
ENGINEERING
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2000
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7000
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① WEST ELEVATION



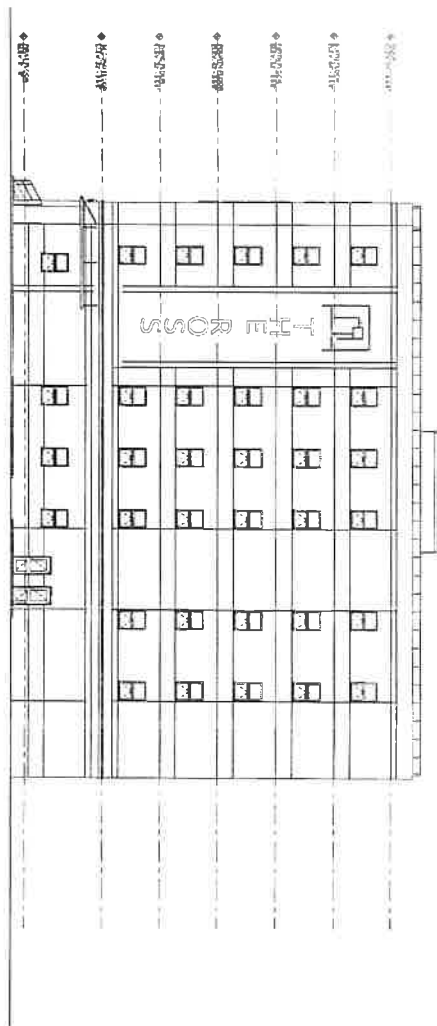
② EAST ELEVATION

**THE ROSS-
PHASE 2-
CHAMBER
BUILDING SITE**
Plot Address: Ross Drive

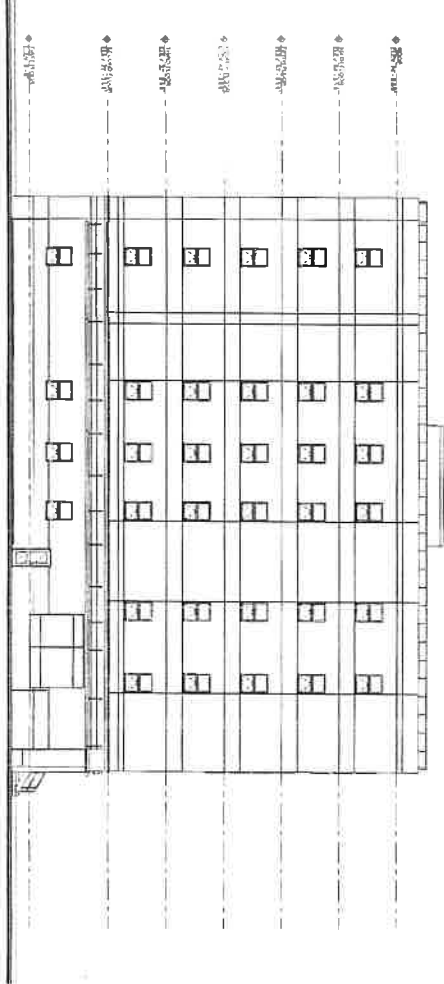
EXTERIOR
ELEVATIONS

Scale: 1/8" = 1'-0"

A201



1 SOUTH ELEVATION



2 NORTH ELEVATION



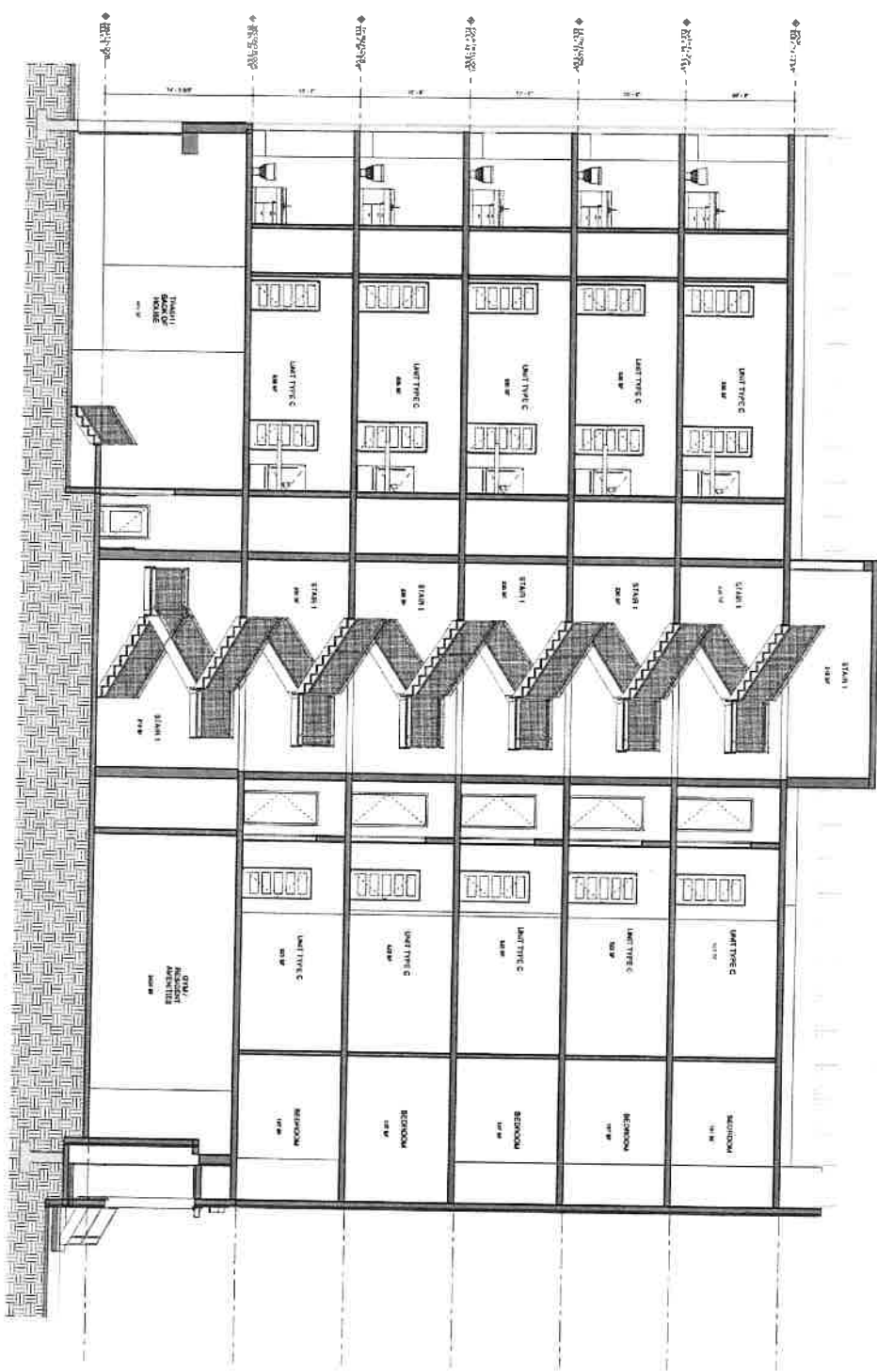
PECKER ARCHITECTURAL
INC.
ARCHITECTS
1000 N. 10TH ST.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.PECKERARCHITECTS.COM

THE ROSS-
PHASE 2-
CHAMBER
BUILDING SITE
Date: 10/15/2014

EXTERIOR
ELEVATIONS

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/14
2	REVISED PER COMMENTS	10/22/14
3	REVISED PER COMMENTS	11/10/14
4	REVISED PER COMMENTS	11/10/14
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100	REVISED PER COMMENTS	11/10/14

A202



1 EAST/WEST SECTION

**DEEGER
MORRIS**

ARCHITECTURE
ENGINEERING

THE ROSS-
PHASE 2 -
CHAMBER
BUILDING SITE

BUILDING SECTIONS

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	ISSUED FOR PERMIT
3	12/15/11	ISSUED FOR PERMIT
4	01/15/12	ISSUED FOR PERMIT
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A301



① 3D VIEW SOUTH WEST



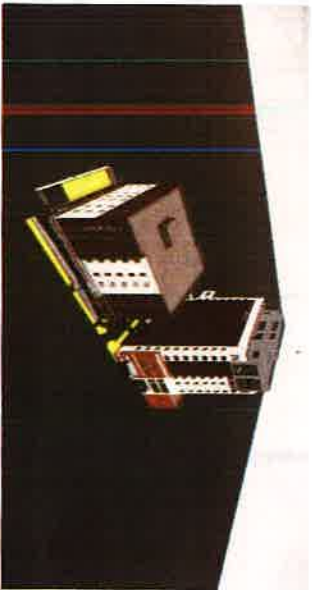
② 3D VIEW SOUTH



③ 3D VIEW SOUTH EAST



④ 3D VIEW WEST



⑤ 3D VIEW AERIAL WEST



⑥ 3D VIEW AERIAL EAST

**BECKER
MCKIMIN**

ARCHITECTURAL
ENGINEERING
INC.
1100 West 1st Avenue, Suite 100
Denver, CO 80202
Tel: 303.733.3333
Fax: 303.733.3334
www.beckermckimin.com

THE ROSS-
CHAMBER
BUILDING SITE

3D VIEWS

NO.	DESCRIPTION	DATE

A901





BECKER
MORGAN
GROUP



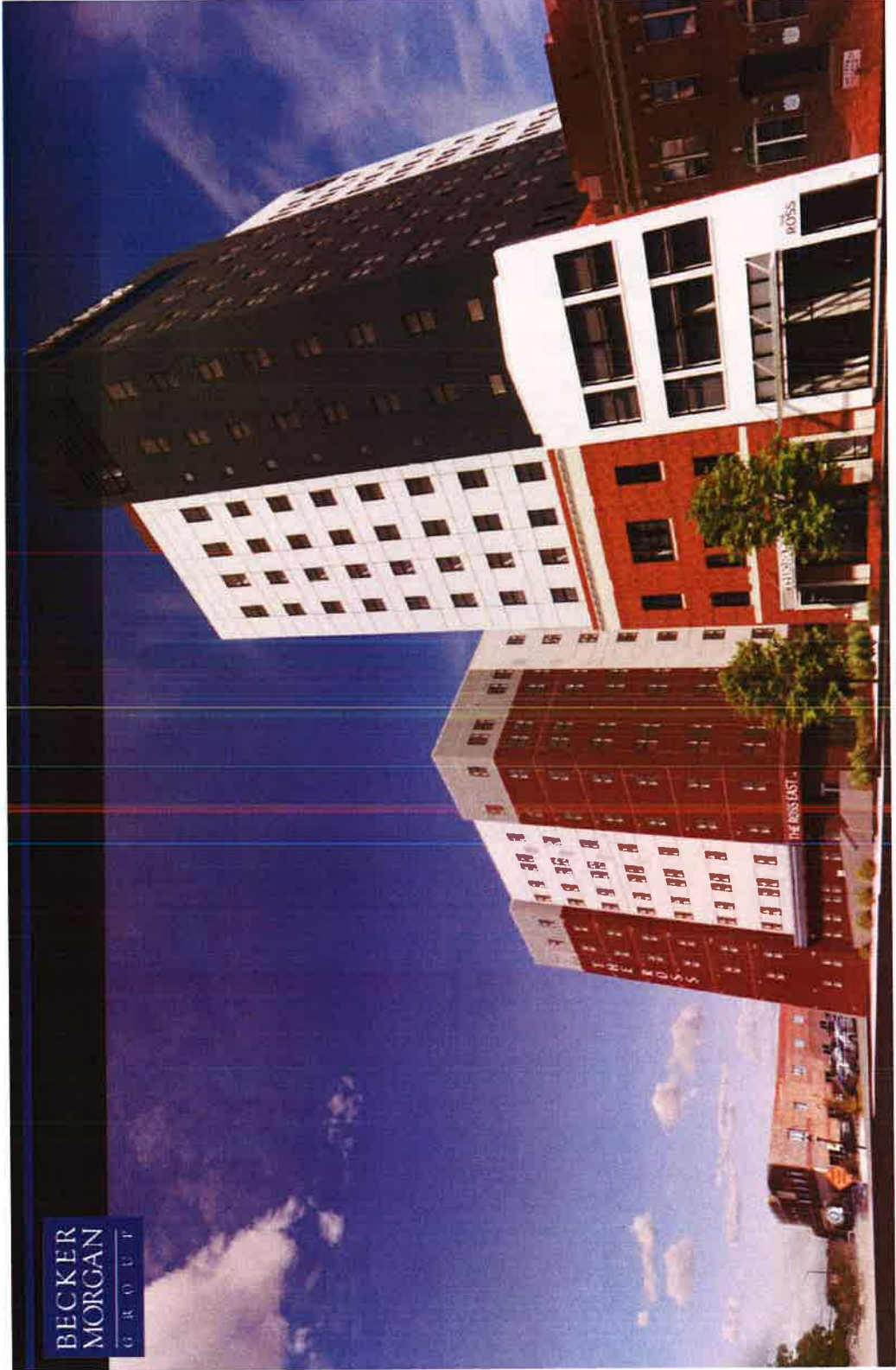
BECKER
MORGAN
GROUP



BECKER
MORGAN
GROUP



BECKER
MORGAN
GROUP



BECKER
MORGAN
GROUP



BECKER
MORGAN
GROUP

**THE ROSS -
BUILDING 2**

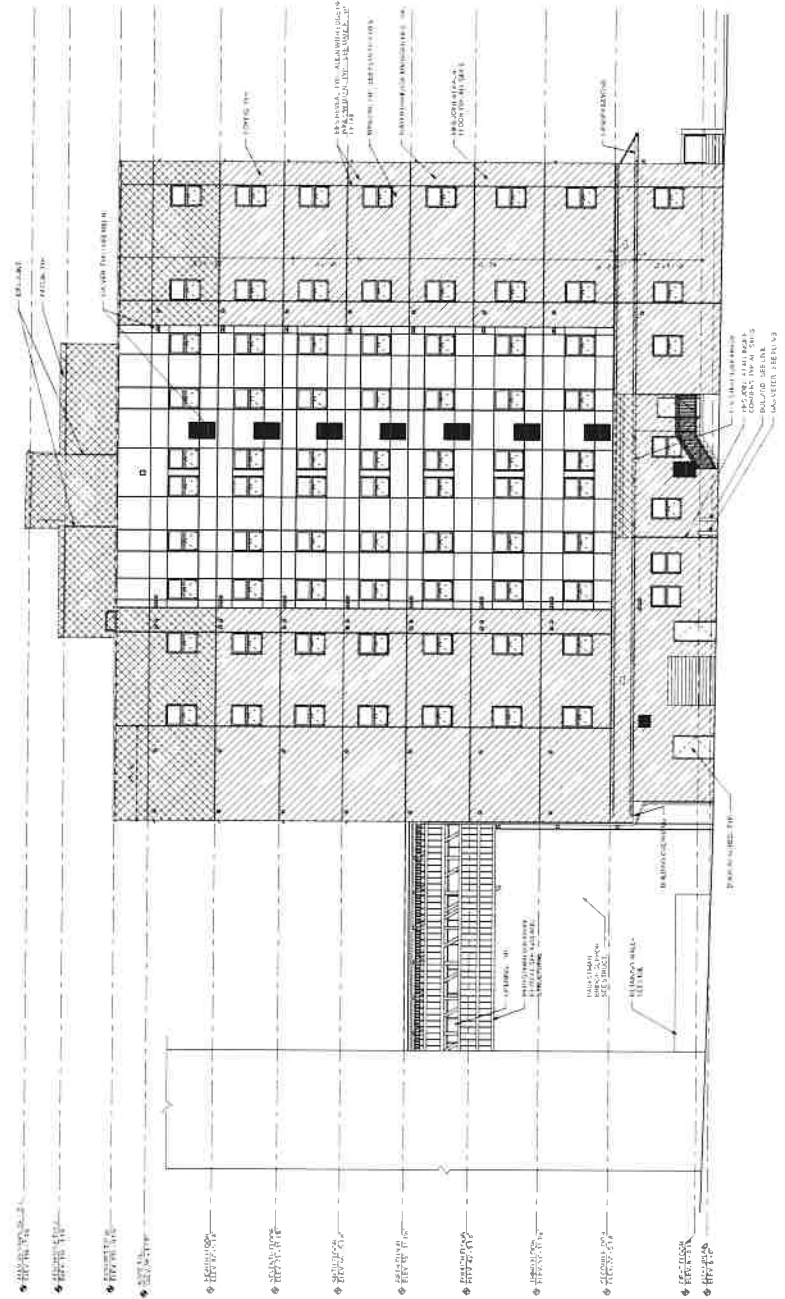
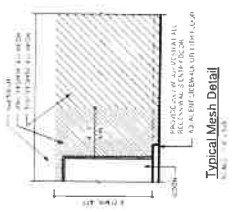
160 EAST MAIN STREET
 SAUGUBRY, MA 01960-2101

NOT FOR
 CONSTRUCTION

**EXTERIOR
 ELEVATIONS**

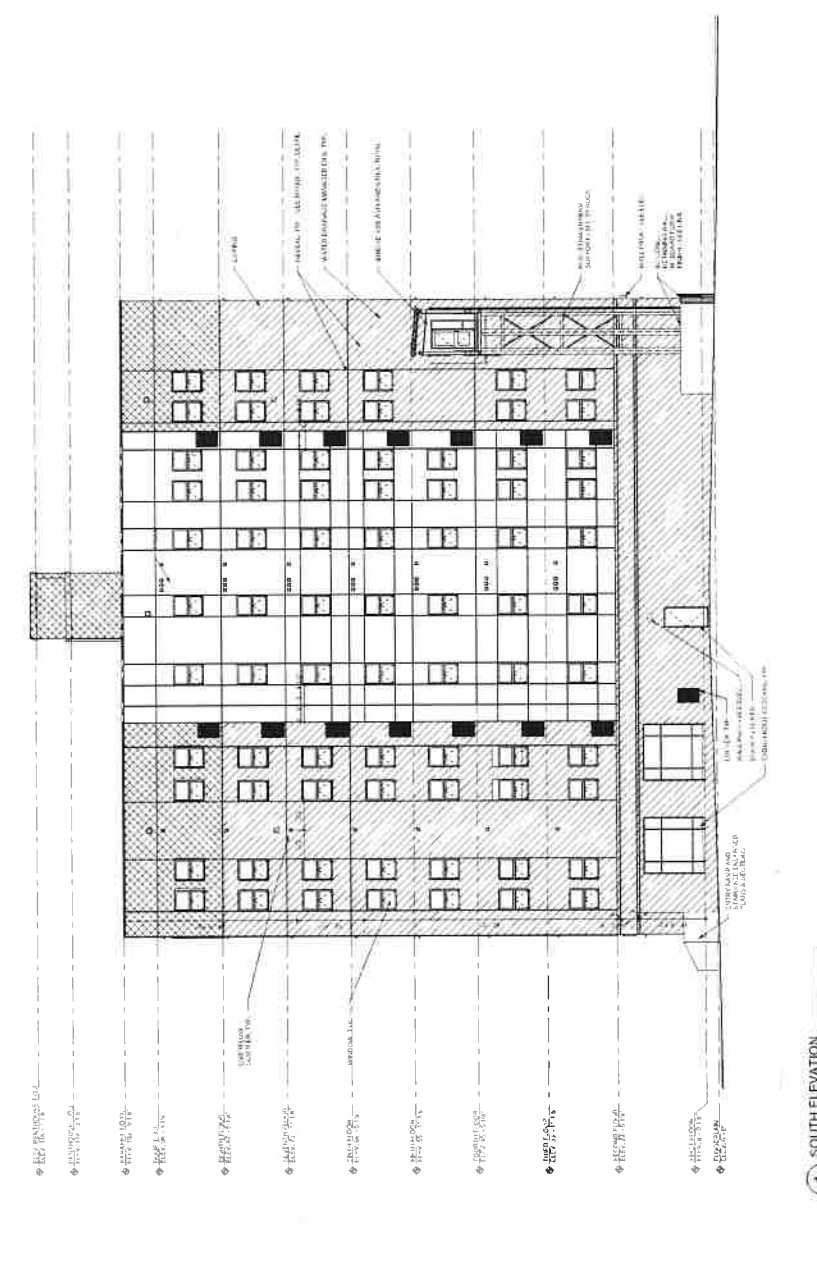
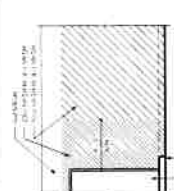
EXTERIOR COLOR LEGEND

[] 1.100 LIGHT TAN
 [] 2.100 MEDIUM TAN
 [] 3.100 DARK TAN
 [] 4.100 BRICK/CLAY
 [] 5.100 UNFINISHED
 [] 6.100 CONCRETE



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EXTERIOR COLOR LEGEND



ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
ALL FINISHES ARE TO BE SUPPLIED BY THE CONTRACTOR.
ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
ALL WASTE SHALL BE REMOVED FROM THE SITE DAILY.
THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE ARCHITECT.

THE ROSS - BUILDING 2
350 SOUTH WASHINGTON STREET, SUITE 1000
ANN ARBOR, MI 48106-1450
PH: 734.769.9000 FAX: 734.769.9001

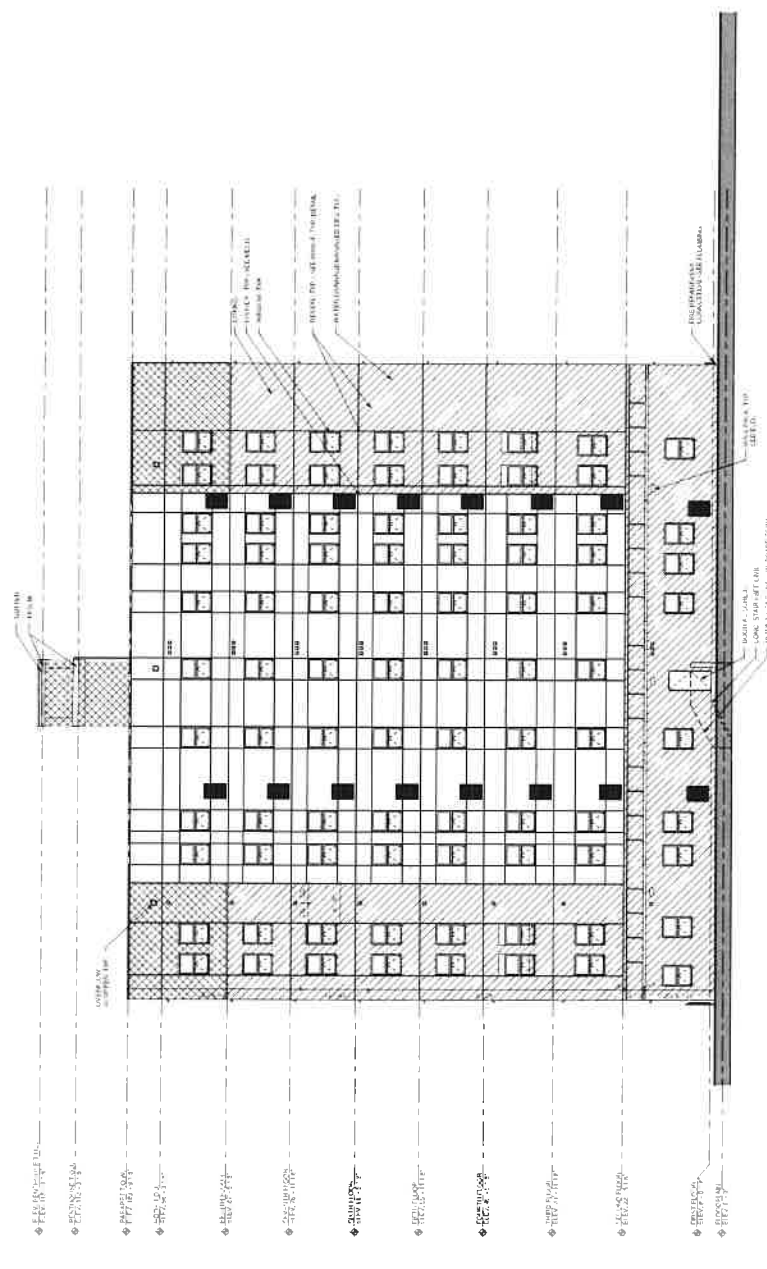
CONSTRUCTION CONSTRAINTS
CONSTRUCTION PERIOD: 2011-2012

EXTERIOR ELEVATIONS

PROJECT NO.	2010.021
DATE	11/18/2010
DRAWN BY	J.M.B.
CHECKED BY	M.A.

EXTERIOR COLOR LEGEND

■ WHITE
■ LIGHT TAUPE
■ DARK TAUPE
■ BROWN
■ GRAY
■ METAL FINISH
■ 3M KRYLUM



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AS AMENDED ON JANUARY 13, 2020
RESOLUTION NO. 2990

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FIRST MOVE PROPERTIES, LLC FOR THE PURCHASE OF PARKING PERMITS IN THE DOWNTOWN PARKING GARAGE, ~~TO GRANT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL MAINTENANCE EASEMENT, AND TO GRANT A DEED OF EASEMENT TO FIRST MOVE PROPERTIES, LLC.~~

WHEREAS, First Move Properties, LLC intends to improve properties it owns located at 130 East Main Street, 132 East Main Street and 144 East Main Street in the Central Business District; and

WHEREAS, the attached Developer's Agreement details the agreement between the City of Salisbury and First Move Properties regarding parking spaces in the garage; ~~and~~

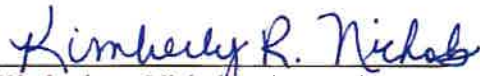
~~WHEREAS, First Move Properties, LLC requires easements across real property owned by the City of Salisbury in order to improve the properties identified as 130 E. Main Street and 132 E. Main Street, City of Salisbury, to create a walkway from the property to the City of Salisbury parking garage; and~~


~~WHEREAS, the attached Deed of Easement and the attached Temporary Construction Easement and Perpetual Maintenance Easement detail the aforementioned easement areas and agreement between the City of Salisbury and First Move Properties, LLC.~~

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor is authorized to negotiate, sign and enter into an agreement ~~and easements~~ with First Move Properties, LLC that ~~are~~ are substantially similar to the attached Developer's Agreement, ~~Temporary Construction and Perpetual Maintenance Easement and Deed of Easement~~, with such other terms and conditions as may be required by the City Solicitor.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on January 13, 2020, and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols, City Clerk


John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

21ST day of JAN, 2020


Jacob R. Day, Mayor

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement"), is dated this 21st day of January 2020, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the "City"), and *First Move Properties, LLC*, a Maryland limited liability company ("First Move") (the City and First Move are hereinafter referred to collectively as the "Parties").

Recitals

WHEREAS, the City is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0881, and being described as "61,979 SQ FT NS CIRCLE AVE CITY OF SALISBURY", consisting of 61,979 square feet of land, more or less (said real property is hereinafter referred to as "**Parcel 881**");

WHEREAS, the City is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0880, and being described as "L-18, 151 SQ FT 115-117 MARKET ST CITY OF SALISBURY", consisting of 18,151 square feet of land, more or less (said real property is hereinafter referred to as "**Parcel 880**") (Parcel 881 and Parcel 880 are hereinafter referred to collectively as the "**City Property**");

WHEREAS, the City Property is improved by a four-story structure, consisting of approximately 189,572+/- square feet of floor space, used and maintained by the City as a parking garage (the "**Downtown Parking Garage**") for the purpose of providing parking to the general public at a fee, subject to applicable local law and regulations;

WHEREAS, the Downtown Parking Garage contains a total of Seven Hundred Three (703) parking spots;

WHEREAS, First Move is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 856, and being described as "L-40X110 132-134 E MAIN ST CITY OF SALISBURY"; being in all respects the same property conveyed by George H. White and Deborah W. Poole unto First Move, by Deed dated March 1, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4296, folio 283 (said real property is hereinafter referred to as "**132 E. Main**");

WHEREAS, First Move is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 855, and being described as "3,300 SQFT 130A-130 E. MAIN ST CITY OF SALISBURY", and further being in all respects the same property conveyed by Livingston Holdings, LLC unto First Move, by Deed dated February 6, 2019 and recorded among the Land Records of Wicomico County, Maryland in Liber 4430, folio 483 (said real property is hereinafter referred to as "**130 E. Main**") (132 E. Main and 130 E. Main are hereinafter referred to collectively as the "**E. Main Properties**");

WHEREAS, pursuant to the terms and conditions set forth in that certain Commercial Sales Contract, dated September 20, 2019 (the "**Contract of Sale**"), by and between First Move and Salisbury Area Chamber of Commerce, Inc. ("**SACC**"), First Move has agreed to purchase from SACC all that certain real property having a premises address of 144 E. Main Street, Salisbury, Maryland 21801, more particularly identified by the Maryland Department of Assessment and Taxation Records as Map 0107, Parcel 0858 (Maryland Tax ID# 05-022673) (said real property is hereinafter referred to as "**144 E. Main**"), and all that certain real property having a premises address of 119 E. Market Street, Salisbury,

Maryland 21801, more particularly identified by the Maryland Department of Assessment and Taxation Records as Map 0107, Parcel 0878 (Maryland Tax ID# 05-022703) (said real property is hereinafter referred to as “**119 E. Market**”) (144 E. Main and 119 E. Market are hereinafter referred to collectively as the “**Chamber Property**”);

WHEREAS, First Move plans to redevelop the E. Main Properties by constructing a twelve-story, approximately one hundred sixty-five feet (165’+/-) tall, structure thereon, which, when completed, will consist of commercial retail spaces on the first floor, fifty-nine (59) luxury-style apartments on the second through eleventh floors, and an event space on the twelfth floor (the said twelve-story structure First Move plans to construct at the E. Main Properties is hereinafter referred to as the “**Ross Building**”);

WHEREAS, upon its purchase of the Chamber Property, First Move plans to redevelop the Chamber Property by constructing a five-story structure thereon, which, when complete, will consist of twenty-five (25), four-person luxury-style apartments (the “**Chamber Building**”) (the Ross Building and the Chamber Building are hereinafter referred to collectively as the “**FMP Project**”);

WHEREAS, the fifty-nine (59) residential apartments within the Ross Building are designed to provide housing for a maximum of one hundred fifty-six (156) tenants, and, the twenty-five (25) residential apartments within the Chamber Building are designed to provide housing for a maximum of one hundred (100) tenants, thus, when complete, the FMP Project is intended to provide luxury-style apartment housing for a maximum of two hundred fifty-six residential tenants (residential tenants of the FMP Project are hereinafter referred to individually as a “**FMP Tenant**” and collectively as the “**FMP Tenants**”);

WHEREAS, the Parties acknowledge and agree the FMP Project will have a material impact on the revitalization of Downtown Salisbury by: (i) significantly increasing the housing inventory available within Downtown Salisbury; and, (ii) directly linking Salisbury University students to the Downtown Salisbury area;

WHEREAS, the Parties further acknowledge and agree that the long-term viability of the FMP Project is contingent upon adequate public parking for the FMP Tenants;

WHEREAS, in order to provide adequate public parking for the FMP Tenants, First Move desires to ensure its ability to purchase up to two hundred fifty-six (256) parking permits for parking within the Downtown Parking Garage for the use of FMP Tenants;

WHEREAS, the Parties acknowledge that, as of the date and year first above written, the Downtown Parking Garage is not used to its full capacity and that two hundred fifty-six (256) parking spots are normally available for use by potential FMP Tenants;

WHEREAS, in consideration of the foregoing, the City agrees, on an annual basis, to make available up to two hundred fifty-six (256) parking permits authorizing the FMP Tenants to park within the Downtown Parking Garage, which said municipal parking permits shall be purchased annually by First Move from the City, on behalf of the FMP Tenants, pursuant to the terms and conditions set forth herein.

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

1. **Term**. The term of this Agreement shall commence on the date and year first above written and shall continue for a term of three years (the “**Initial Term**”).

a. The term of this Agreement shall automatically renew for successive terms of one (1) year (each such additional term of one (1) year is hereinafter referred to as a “**Renewal Term**”), unless either party provides written notice, at least ninety (90) days prior to the end of the Initial Term or any Renewal Term, as the case may be, specifying the party’s election to

terminate this Agreement at the end of the Initial Term or such applicable Renewal Term (as used in this Agreement, the word "Term" shall be deemed to include, where appropriate, the Initial Term and all Renewal Terms (if any)).

b. In the absence of such written notice from either party, the Initial Term or such applicable Renewal Term, as the case may be, shall automatically renew for an additional one (1) year term as aforesaid upon the same terms and conditions set forth herein.

c. The City retains the right to suspend this Agreement without notice in the event of an emergency (including but not limited to damage to the Downtown Parking Garage which prohibits the safe use of the structure), or upon written notice following a determination by the City that the Downtown Parking Garage is in need of renovation or maintenance or that replacement of the garage is necessary. In the event of suspension of this Agreement, the Grantor will offer alternative parking permits to Grantee in other City locations to be determined by the Grantor.

2. **Parking Spaces.** Beginning with the execution of this Agreement and continuing for the duration of the Term, the City shall issue up to two hundred fifty-six (256) parking permits to First Move, authorizing the holders thereof to use appropriate and available parking spaces in the Downtown Parking Garage for public parking, by tenants of First Move in accordance with the provisions of Sections 3 and 5. (Any and all municipal parking permits purchased by First Move for use by its Tenants as contemplated by this Agreement are hereinafter referred to as the "**Parking Garage Permits**").

3. **Purchase of the Parking Garage Permits.** Beginning with the execution of this Agreement, and on or before September 1st of each Fiscal Year thereafter during the Term, First Move shall purchase the number of Parking Garage Permits that First Move deems necessary and appropriate, in its discretion, for the operation and management of the FMP Project, including the provision of adequate public parking for the FMP Tenants residing at the FMP Project from time to time (for purposes of this Agreement the term "**Fiscal Year**" shall mean the period of July 1 – June 30). First Move expressly acknowledges and agrees that the City shall have no obligation whatsoever to reserve more than two hundred fifty-six (256) Parking Garage Permits for purchase by First Move.

4. **Purchase Price of Parking Garage Permits.** The purchase price for each Parking Garage Permit reserved for purchase by First Move shall be in that amount determined annually by the City in connection with the municipal budget adopted by the City Council and approved by the Mayor .

5. The City does not guarantee the availability of parking spaces in the Downtown Parking Garage for any permit holder. The permits issued are a license to park in any appropriate and available parking space. The issuance of the permit does not entitle the holder to a reserved space or the right to park at all times. All spaces are available on a first come first served basis.

6. **Miscellaneous.**

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire agreement and understanding of the Parties with respect to the matters set forth 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.

(c) **Waiver - Amendments.** Any of the terms or conditions of this Agreement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. First Move may assign this Agreement and all its rights hereunder to any successor(s)-in-interest of First Move with respect to its ownership of, or any of its rights in and to, the FMP Project or any part or portion thereof.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or otherwise limit the validity and enforceability of the other provisions hereof.

(f) **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.

(g) **Governing 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 hereto 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 under, from or in connection with this Agreement.

(h) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other on any matter 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.

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

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Non-Appropriation.**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, any funding required by the City in this Agreement shall terminate on the last day for which appropriations were received by the City, without penalty or expense to the City.

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

WITNESS/ATTEST:

THE CITY:

Kimberly R. Nichol

City of Salisbury, Maryland

By: J.R.D. (SEAL)
Jacob R. Day, Mayor

FIRST MOVE:

First Move Properties, LLC

By: N.R.S. (SEAL)
Nicholas R. Simpson, Managing Member

DEED OF EASEMENT

THIS DEED OF EASEMENT, is made this ____ day of _____, 2020, by **THE CITY OF SALISBURY**, a municipal corporation of the State of Maryland (hereinafter referred to as "**Grantor**"), and **FIRST MOVE PROPERTIES, LLC**, a Maryland limited liability company (hereinafter referred to as "**Grantee**") (Grantor and Grantee are hereinafter referred to collectively as the "**Parties**").

RECITALS

WHEREAS, Grantor is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0881, and being described as "61,979 SQ FT NS CIRCLE AVE CITY OF SALISBURY," consisting of 61,979 square feet of land, more or less (said lot, piece and parcel of land owned by Grantor is hereinafter referred to as "**Parcel 881**");

WHEREAS, Grantor is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0880, and being described as "L-18, 151 SQ FT 115-117 MARKET ST CITY OF SALISBURY," consisting of 18,151 square feet of land, more or less (said lot, piece and parcel of land owned by Grantor is hereinafter referred to as "**Parcel 880**") (Parcel 881 and Parcel 880 are hereinafter referred to collectively as the "**City Property**");

WHEREAS, the City Property is improved by a four-story structure, consisting of approximately 189,572+/- square feet of floor space, constructed, operated and maintained by Grantor as a parking garage for purposes of providing parking to the general public (the "**Downtown Parking Garage**");

WHEREAS, Grantor is an owner of a public right-of-way extending East from Baptist Street and running Westerly behind the properties situate on East Main Street to the North, known as 144 E. Main Street and 132 E. Main Street through 116 E. Main Street (the "**Alleyway**");

WHEREAS, Grantor is aware of third-parties with private rights to the use of said right-of-way;

WHEREAS, Grantee is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 856, and being described as "L-40X110 132-134 E MAIN ST CITY OF SALISBURY," being in all respects the same property conveyed by George H. White and Deborah W. Poole unto Grantee, by Deed dated March 1, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4296, folio 283 (hereinafter referred to as "**Parcel 856**");

WHEREAS, Grantee is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 855, described as "3,300 SQFT 130A-130 E. MAIN ST CITY OF SALISBURY", and being in all respects the same property conveyed by Livingston Holdings, LLC unto Grantee, by Deed dated February 6, 2019 and recorded among the Land Records of Wicomico County, Maryland in Liber 4430, folio 483 (hereinafter referred

to as "**Parcel 855**") (Parcel 856 and Parcel 855 are hereinafter referred to collectively as the "**FMP Property**");

WHEREAS, Grantee plans to redevelop the FMP Property by constructing a twelve-story, approximately one hundred sixty-five feet (165'+/-) tall, building thereon, which, when completed, will consist of commercial retail spaces on the first floor, fifty-nine (59) luxury-style apartments on the second through eleventh floors, and an event space on the twelfth floor (the said twelve-story building Grantee plans to construct at the FMP Property is hereinafter referred to as the "**Ross Building**");

WHEREAS, for the use and operation of the Ross Building, Grantee desires the right to unrestricted use of a portion of the air space through which the Aerial Walkway will extend to connect the fourth level of the Downtown Parking Garage to the fourth floor of the Ross Building, the Property over which the Aerial Walkway extends is more particularly described in Exhibit A attached hereto and incorporated herein (a portion of the air space over the Property described in Exhibit A is hereinafter referred to as the "**Easement Area**");

WHEREAS, for purposes of Grantee's development and construction of the Ross Building, Grantor desires to grant and convey to Grantee, in accordance with the terms and conditions of this Deed of Easement, a perpetual, non-exclusive easement, over and through a portion of the air space over the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, Grantor and Grantee, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual non-exclusive easement, to the air space through which the Aerial Walkway will extend to connect the fourth level of the Downtown Parking Garage to the fourth floor of the Ross Building, above the Easement Area. The easement shall continue for so long as a parking garage is maintained on the subject property and so long as Grantee utilizes and maintains the Aerial Walkway to the parking garage described herein. In the event that the Grantor determines, within its sole discretion, that the Downtown Parking Garage must be renovated (including tearing down and rebuilding) or be expanded, the Grantor will re-connect the Aerial Walkway to the repaired or replaced garage. If the Downtown Parking Garage ceases to exist in sufficiently close proximity to Grantee's property such that the currently planned Aerial Walkway cannot reasonably be utilized, the Grantor's obligations herein shall cease and this Easement will terminate.

2. **Purpose of Easement.** Grantor grants and conveys the easement described in Section 1 hereof for the purpose of granting and conveying unto Grantee, its successors and assigns, the right to a portion of the air space over the Easement Area, such that Grantor, its successors or assigns, shall not construct, maintain or erect, or permit the construction, maintenance or erection of any structure, of any type or kind whatsoever, permanent or temporary, that will infringe or otherwise obstruct the said air space of the Easement Area.

3. **Grantor's Use of the Property.** Subject to the terms set forth in Section 2 hereof, Grantor reserves unto itself, its successors, heirs and assigns, the full use and enjoyment

of the City Property, and in addition to the terms in Section 2., Grantor reserves the right to restrict access to the easement areas described herein whenever the City, in its sole discretion, deems it necessary for the maintenance, expansion or reconstruction of the Downtown Parking Garage or the Easement Area.

4. **Non-Appropriation.**

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, any funding required of the Grantor as a result of this Easement shall terminate on the last day for which appropriations were received by the Grantor, without penalty or expense to the Grantor.

5. **Miscellaneous.**

(a) **Run with the Land.** All covenants, obligations and benefits set forth in this Deed of Easement shall run with the City Property and the FMP Property and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

(b) **Further Actions.** The Parties each covenant and agree to cooperate with one another and to do all things reasonably necessary in implementing the provisions of this Deed of Easement and to take whatever action(s) may be reasonably required of them respectively, from time to time, in order to implement the provisions of this Deed of Easement and all of the transactions contemplated hereby.

(c) **Completion of the FMP Project by Grantee.** Unless otherwise agreed to in writing by the Parties, in the event Grantee, its successors or assigns, fails or otherwise refuses to secure a Certificate of Occupancy for the Ross Building within three (3) years from the date hereof, this Deed of Easement, including all rights granted unto Grantee hereunder, shall terminate and be of no force and effect.

(d) **Recording.** The Parties expressly acknowledge and agree that this Deed of Easement, and all exhibits attached hereto, shall be recorded in the Land Records of Wicomico County, Maryland. Grantee shall bear all costs, if any, incurred in connection with the recording of this Deed of Easement as aforesaid.

(e) **Interpretation; Severability; Amendment.** This Deed of Easement shall be governed by the laws of the State of Maryland without regard to its conflict of laws principles. The section headings contained in this Deed of Easement are inserted for convenience of reference only and do not, in any way, define, limit or describe the scope of this Deed of Easement or the intent of the provisions hereof. If any term of this Deed of Easement or any application thereof is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Deed of Easement shall remain in full force and effect. Any provision of this Deed of Easement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. This Deed of Easement constitutes the entire agreement of the Parties with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Deed of Easement are merged herein and are superseded and canceled by this Deed of Easement. This Deed of Easement, and all 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 Deed of Easement. This Deed of Easement may be amended or modified only by an instrument in writing signed by the Parties hereto. The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Deed of Easement.

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

WITNESS/ATTEST:

GRANTOR:

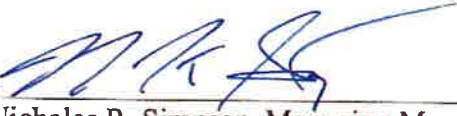
City of Salisbury, Maryland

Kimberly R. Fields

By:  (SEAL)
Jacob R. Day, Mayor

GRANTEE:

First Move Properties, LLC

By:  (SEAL)
Nicholas R. Simpson, Managing Member

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY that on this 21st day of January, 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, 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: 5-16-22





WICOMICO COUNTY, MARYLAND

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT
125 N. DIVISION STREET, ROOM 203
P.O. BOX 870
SALISBURY, MARYLAND 21803-0870
PHONE: 410-548-4860 | FAX: 410-548-4955

John D. Psota
Acting County Executive

John D. Psota
Director of Administration

COUNTY SUBDIVISION ANALYSIS

MEETING OF JUNE 17, 2021

Subdivision Name: Minor Subdivision of the Lands of James and Donna Newman

Location: E. Line and Melson Roads

Map: 12 **Grid:** 21 **Parcel:** 9 **Acres:** 15.76 +/- acres

Subdivision Acreage: 9.62 +/- acres **Lots:** 4

Applicant: Nathan Noble
Wilkins and Noble
11729 Church Street
Princess Anne, MD 21853

Applicant: James and Donna Newman
224 Ewell Avenue
Gettysburg, PA 17325

Zoning: TT (Town Transitional)

Jurisdiction: Wicomico County **Type of Plat:** Preliminary/Final

Type of Development Proposed: Residential

I. EXPLANATION OF REQUEST.

This plat proposes the creation of four new minor lots from Parcel 9. The lots will be the second through the fifth lots subdivided from the parent parcel since our regulatory date. The proposed lots are all two acres or more, with the remaining lands proposed at just over six acres. The land is currently fallow farmland with a small wooded area.

The new lots will front along Melson Road, which is a minor collector road in the County Roads system. Lee Outen, County Roads Supervisor, has indicated that he does not have any concerns with the four new entrances along Melson Road.

II. RECOMMENDATION.

The Planning Staff recommends approval of Lots 2, 3, 4 and 5 of the James and Donna Newman lands.

III. SUBDIVISION STATUS.

A. WAIVERS REQUIRED:

N/A

B. FOREST CONSERVATION:

The subdivision must comply with forest conservation regulations.

C. CHESAPEAKE BAY CRITICAL AREA:

N/A

D. PROPOSED CONDITIONS:

1. The Minor Subdivision Plat shall comply with all requirements of the Wicomico County Subdivision Regulations.
2. Health Department approval is required prior to the recordation of the Minor Subdivision Plat.
3. The Minor Subdivision Plat shall comply with all requirements of the Forest Conservation Regulations.
4. A Stormwater Management Plan will be required for approval by the Wicomico Public Works Engineering Department.
5. State Highway Administration approval will be required if an entrance to E. Line Road is proposed. Otherwise, the plat will need to indicate that Lot 2 is restricted from accessing E. Line Road.
6. This approval is subject to further review and approval and conditions imposed by the Planning and Zoning and Public Works Departments.

E. PLANNING/PUBLIC WORKS STAFF COMMENTS:

This plat requires Planning Commission approval because the number of lots exceeds the three inherent minor lots. Melson Road is a Minor Collector and is not limited to three new strip lots as applied to a Major Collector road.

The proposed two-acre lot size is appropriate for this area as the existing lots along Melson Road range from just under an acre to 5 or more acres.

The Wicomico County Health Department's Director of Environmental Services has indicated that they have finalized their work on the individual septic areas and he is prepared to approve the Minor Subdivision.

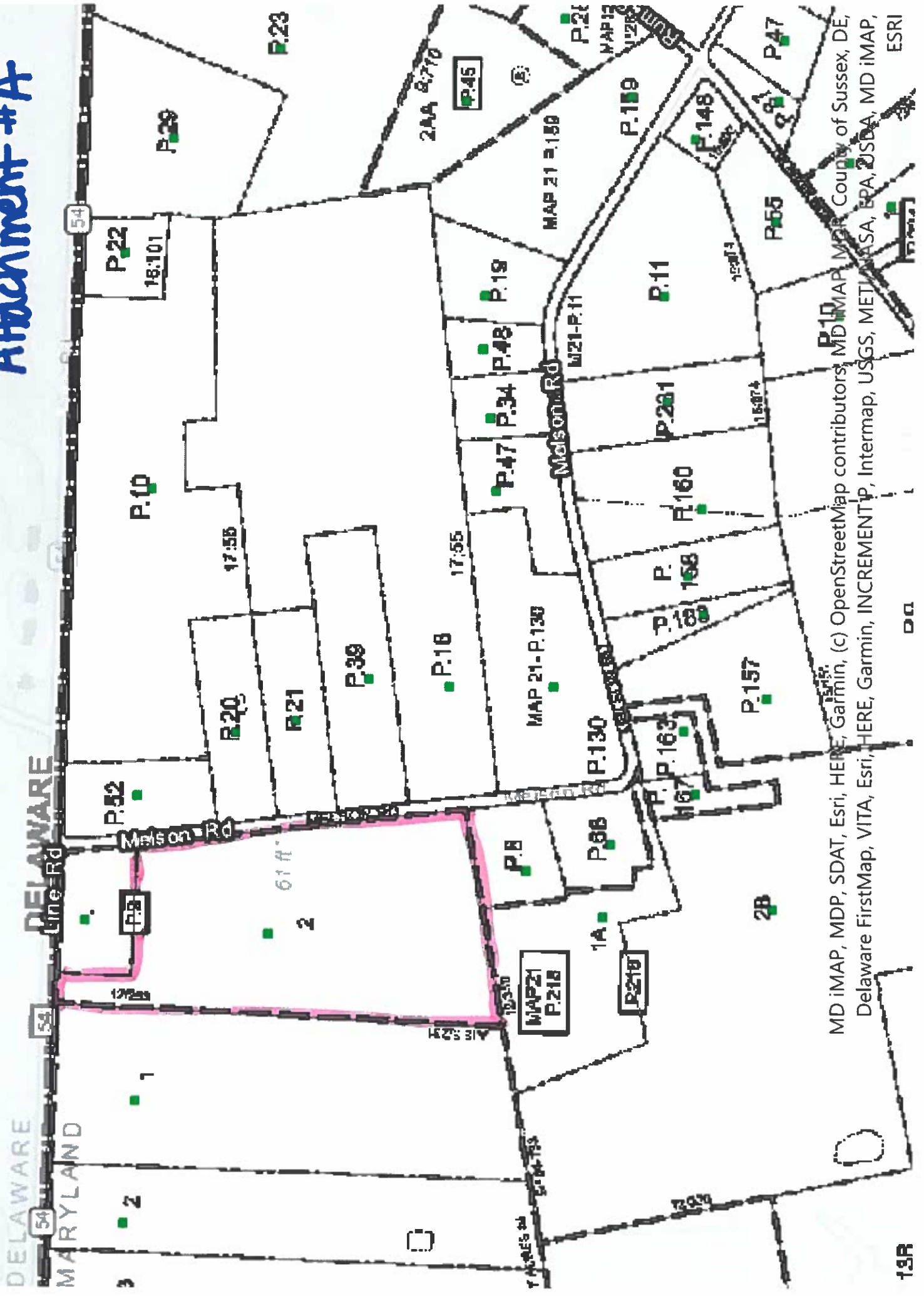
COORDINATOR: Marilyn Williams, Technical Review
DATE: June 8, 2021

Attachment #A – Tax Map

Attachment #B & #C – Aerial Photos

Attachment #D – Proposed Plat

Attachment #A



MD iMAP, MDP, SDAT, Esri, HERE, Garmin, (c) OpenStreetMap contributors, MD iMAP, MDP, County of Sussex, DE, Delaware FirstMap, VITA, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI, NASA, EPA, USDA, MD iMAP, ESRI

Attachment # B



Attachment #C



© All Pictometry

WILKINS-NOBLE LLC
1729 CHURCH ST.
LITTLE ROCK, AR 72201
PHONE: 410-821-0231
FAX: 410-821-0230
ADDRESS AND MAILING INFORMATION
DATE: 5/21/12
DRAFT NO. 1
SHEET 1 OF 1
SCALE: 1" = 60'
DRAFTER: JAM
CHECKED: JAM
DATE: 5/21/12
JOB NO. WILSON RD 218
WILSON ROAD PLAT 12/253
WICOMICO COUNTY, MARYLAND

MINOR SUBDIVISION
LANDS OF
JAMES AND DONNA NEWMAN
WICOMICO COUNTY, MARYLAND



DISCLAIMER
THE PLANNING COMMISSION HAS REVIEWED THE PLANNING AND ZONING APPLICATION AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING AND PLANNING POLICIES OF WICOMICO COUNTY. THE PLANNING COMMISSION'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE APPLICATION AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

PLANNING AND ZONING DEPARTMENT
WICOMICO COUNTY DEPT.
DATE: _____
BY: _____

WICOMICO COUNTY HEALTH DEPT.
DATE: _____
BY: _____

OWNERS AND SURVEYORS CERTIFICATE
I, _____, being the owner of the above described land, do hereby certify that the same is the true and correct copy of the original record in the office of the Clerk of the Circuit Court for Wicomico County, Maryland, and that the same has been duly recorded in the office of the Clerk of the Circuit Court for Wicomico County, Maryland.

PLANNING COMMISSION
WICOMICO COUNTY
DATE: _____
BY: _____

WICOMICO COUNTY DEPT.
PLANNING AND ZONING
DATE: _____
BY: _____

WICOMICO COUNTY DEPT.
PUBLIC WORKS
DATE: _____
BY: _____

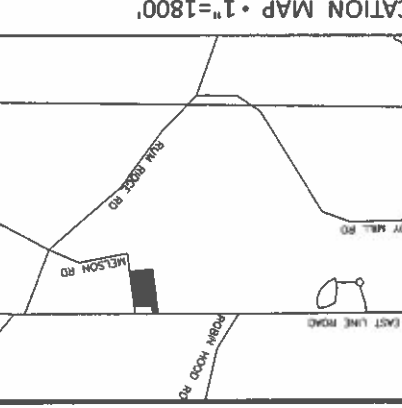
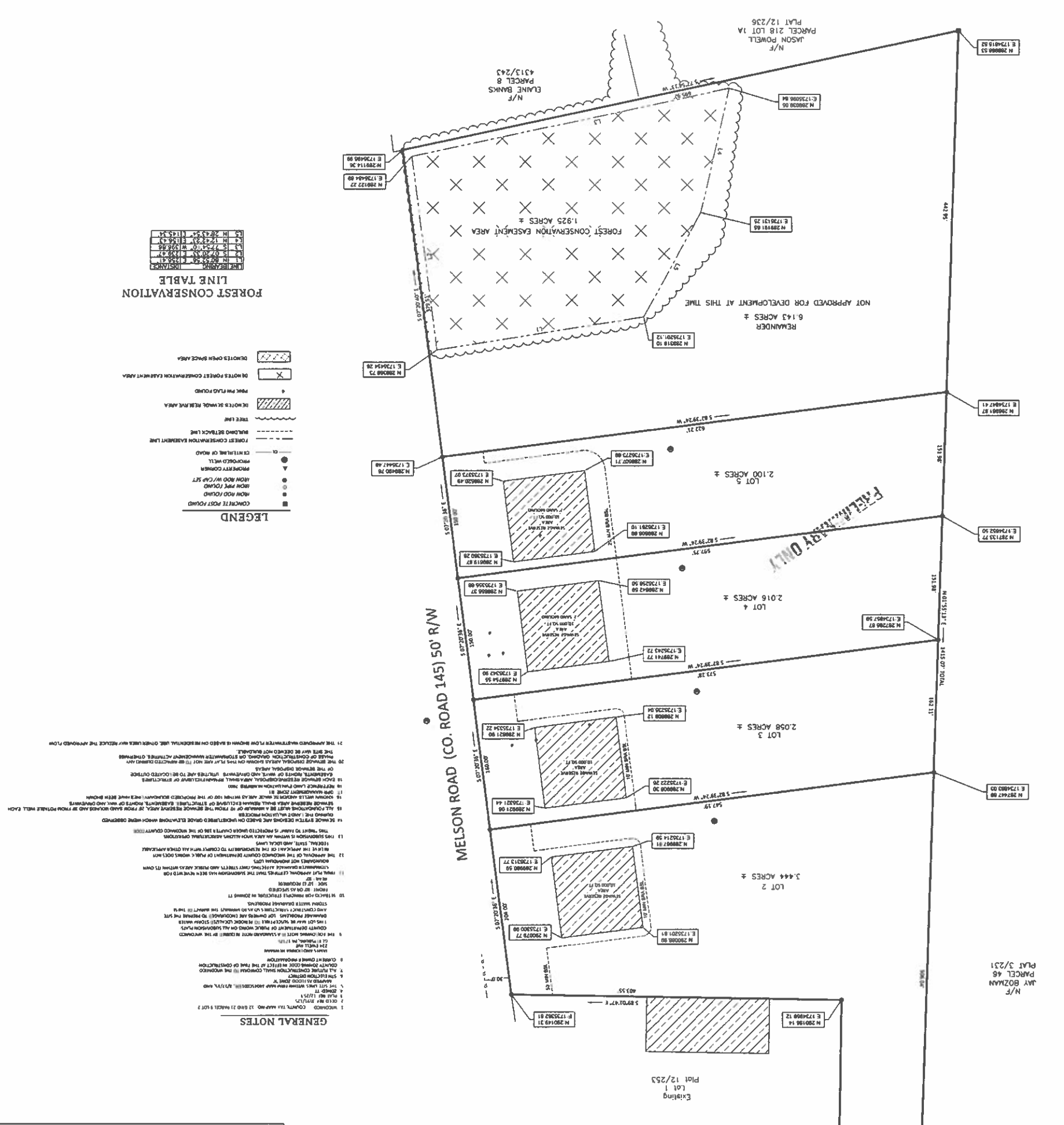
LINE TABLE

NO.	DESCRIPTION	SYMBOL
1	DEVELOP OPEN SPACE AREA	[Symbol]
2	DEVELOP FOREST CONSERVATION ESSENTIAL AREA	[Symbol]
3	DEVELOP OPEN SPACE REMAINING AREA	[Symbol]
4	PAVED PAV ROAD	[Symbol]
5	UNPAVED PAV ROAD	[Symbol]
6	PROPOSED DETACHMENT LINE	[Symbol]
7	FOREST CONSERVATION ESSENTIAL LINE	[Symbol]
8	UNPAVED PAV ROAD	[Symbol]
9	PAVED PAV ROAD	[Symbol]
10	PROPOSED DETACHMENT LINE	[Symbol]
11	PROPOSED DETACHMENT LINE	[Symbol]
12	PROPOSED DETACHMENT LINE	[Symbol]
13	PROPOSED DETACHMENT LINE	[Symbol]
14	PROPOSED DETACHMENT LINE	[Symbol]
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28	PROPOSED DETACHMENT LINE	[Symbol]
29	PROPOSED DETACHMENT LINE	[Symbol]
30	PROPOSED DETACHMENT LINE	[Symbol]

FOREST CONSERVATION NOTE:
THE PLANNING COMMISSION HAS REVIEWED THE PLANNING AND ZONING APPLICATION AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING AND PLANNING POLICIES OF WICOMICO COUNTY. THE PLANNING COMMISSION'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE APPLICATION AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

GENERAL NOTES

1. WICOMICO COUNTY ZONING MAP, 12-25-2011, PLAT 12/253.
2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE ZONING AND PLANNING POLICIES OF WICOMICO COUNTY.
3. THE PLANNING COMMISSION HAS REVIEWED THE PLANNING AND ZONING APPLICATION AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING AND PLANNING POLICIES OF WICOMICO COUNTY.
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17. THE PLANNING COMMISSION HAS REVIEWED THE PLANNING AND ZONING APPLICATION AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING AND PLANNING POLICIES OF WICOMICO COUNTY.
18. THE PLANNING COMMISSION'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE APPLICATION AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
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Attachment #D