



# 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)**

**FINAL SUBDIVISION – Cotton Patch Creek – Pemberton Drive – R-10 Residential Zoning District – M-37, G-17, P-145 - #202100442 (B. Wilkins)**

**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=SzN6YTlKUUVOT0R0cnN5cHJBc2Rldz09>

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

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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

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

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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.

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**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.

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**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.

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**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.

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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.

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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.

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Charles “Chip” Dashiell, Chairman

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Keith D. Hall, AICP, Secretary

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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:**

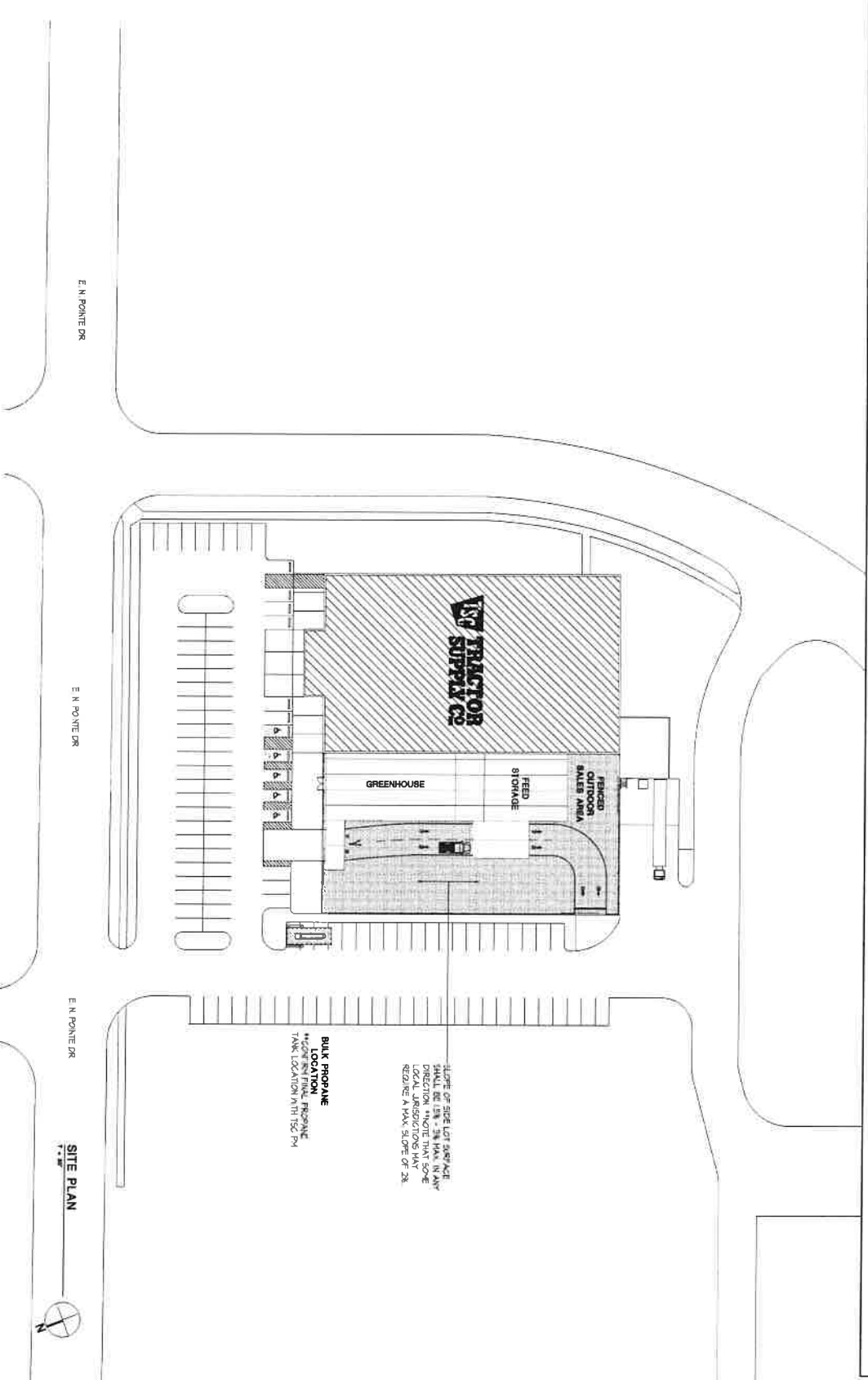
None. The proposed use of the addition for a retail sales area with a greenhouse and storage will have no impact on either overlay district.

**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.
  - STRIPING AND LETTERING ARE SOLID WHITE AS REQUIRED.
- LANDSCAPE AREA AND IRRIGATION**
- LANDSCAPE IS TO BE PROVIDED 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 CONCEALED LIGHT FIXTURES 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 PROGRAM LOCATION**  
 \*\*CONFIRM BULK PROGRAM TANK LOCATION WITH TSC PM

**SITE PLAN**

AS1.0

SITE PLAN

Project No.	2100
Client No.	2100
Drawn By	EV
Checked By	EV
Date	11/17/2021

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

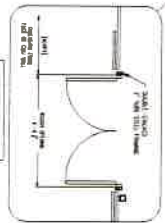
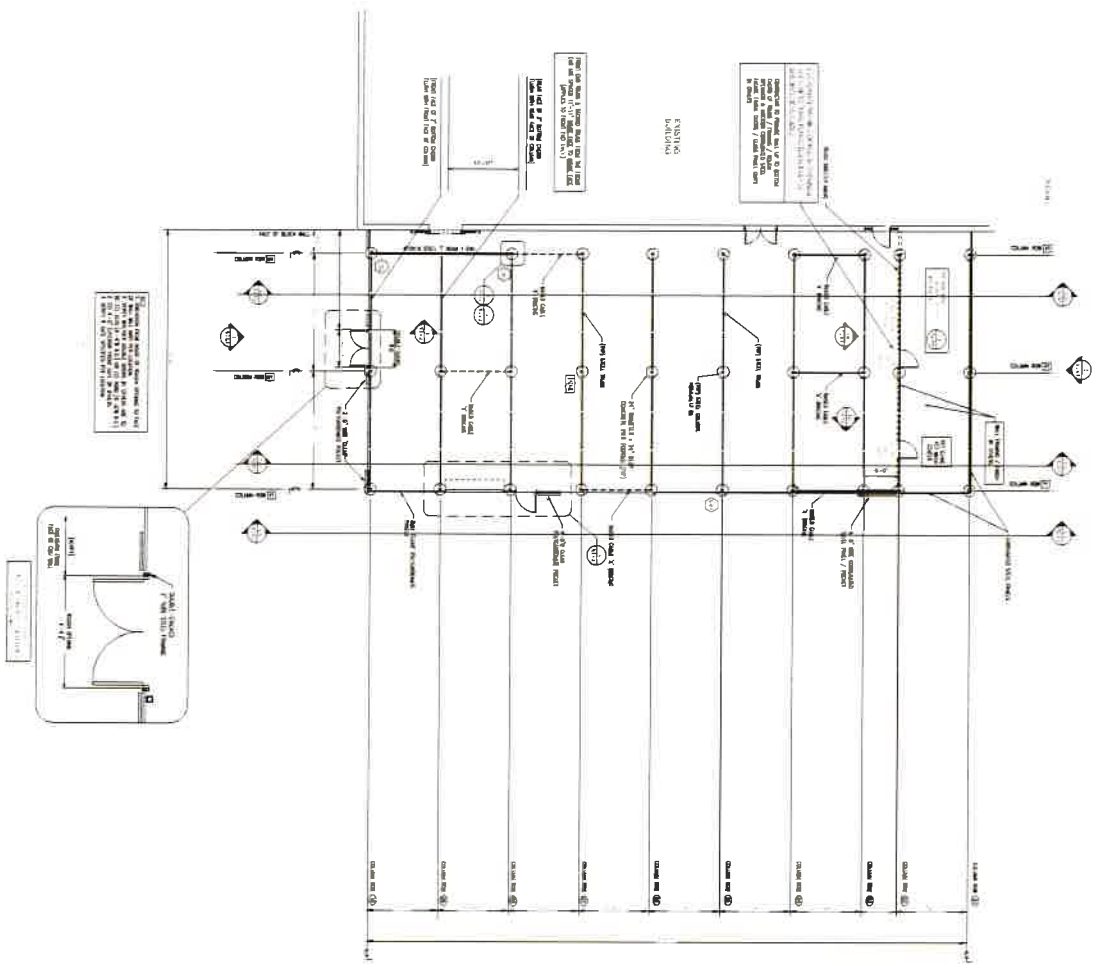


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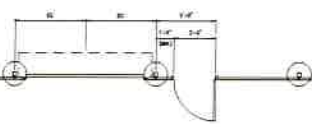






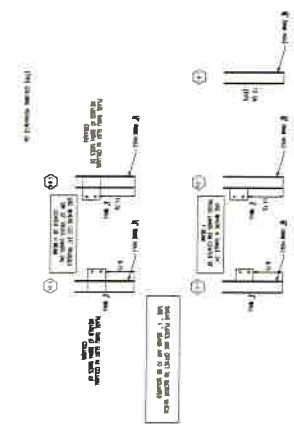
STRUCTURAL PLAN

GENERAL NOTES



- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
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COLUMN LINES



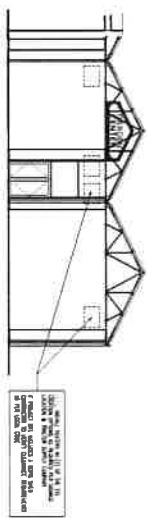
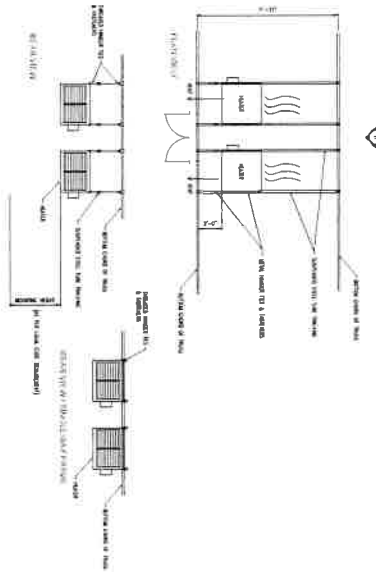
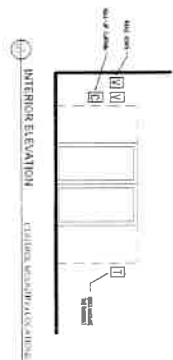
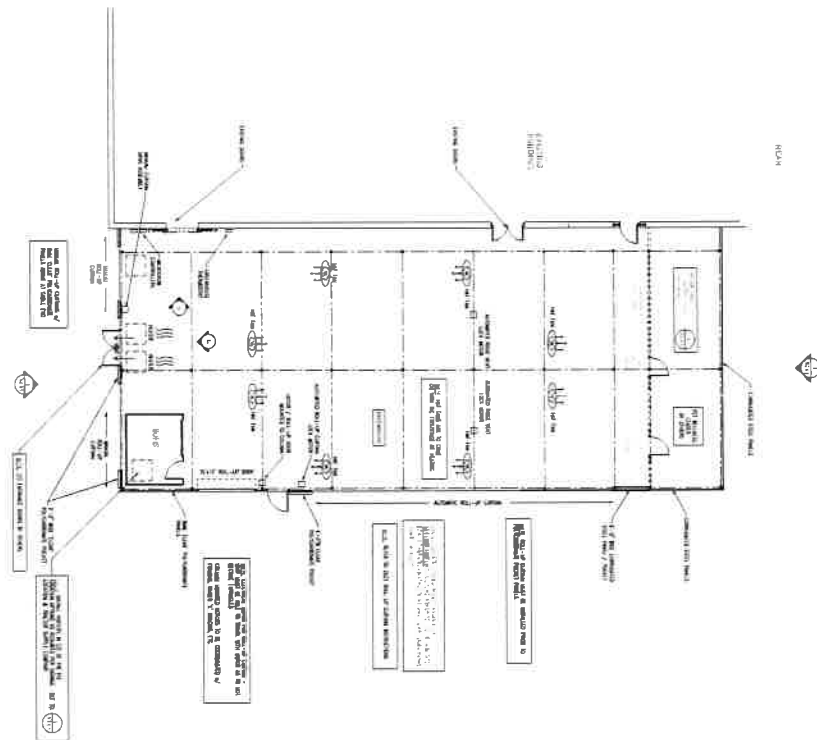
COLUMN SCHEDULE

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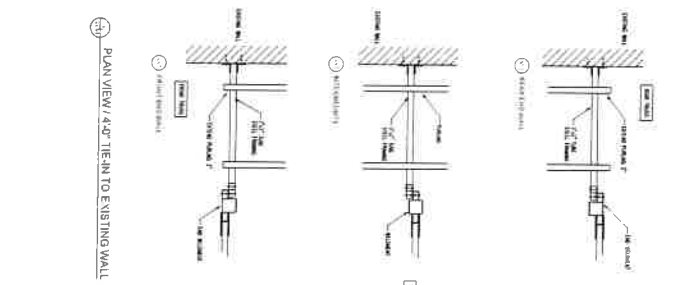
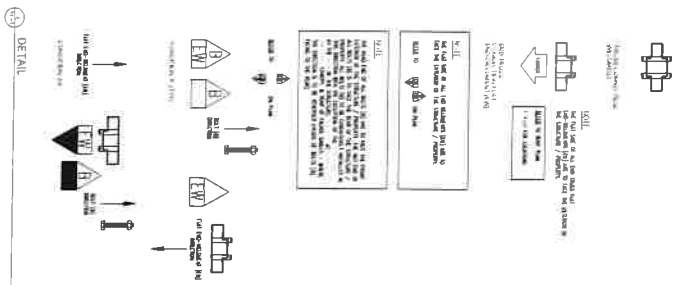
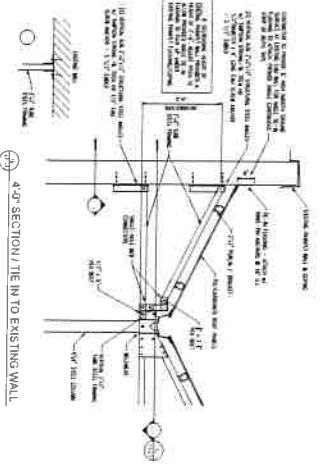
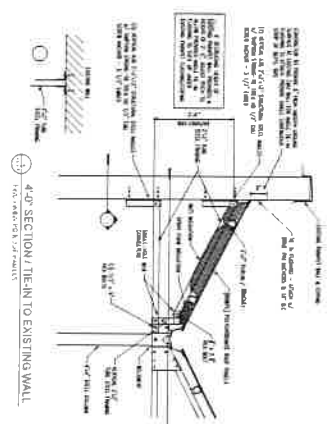
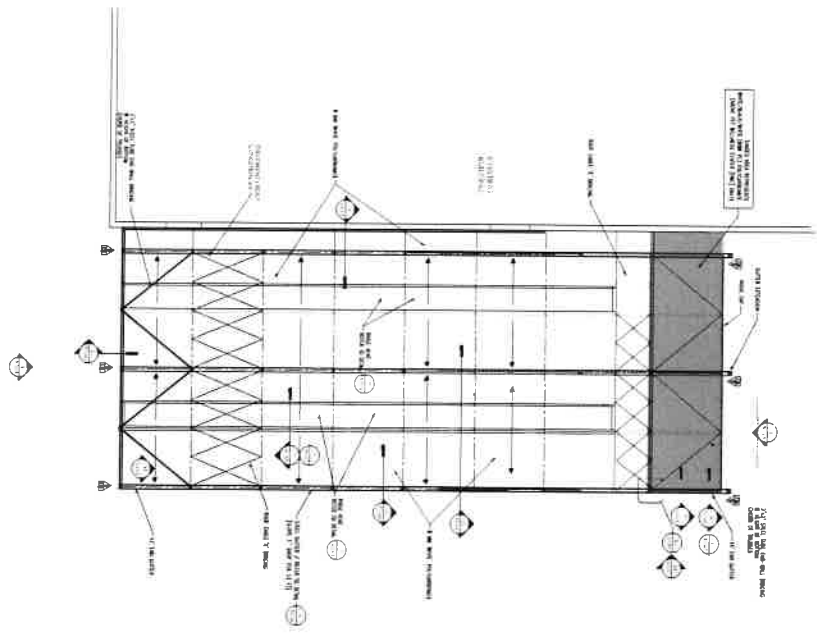
FLOOR / EQUIPMENT PLAN

Project	AS
Date	2/21/16
Sheet	S1

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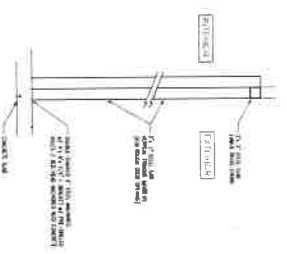


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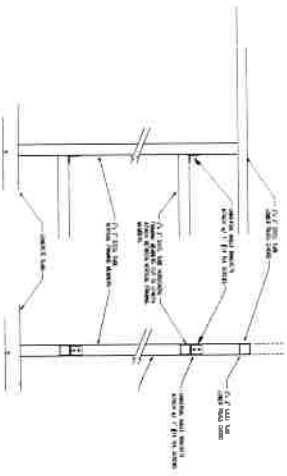
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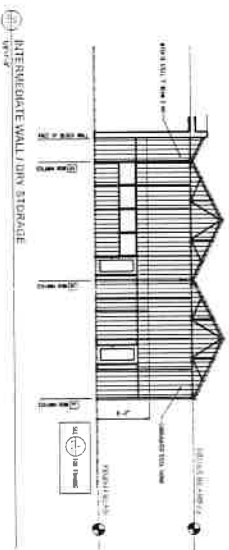
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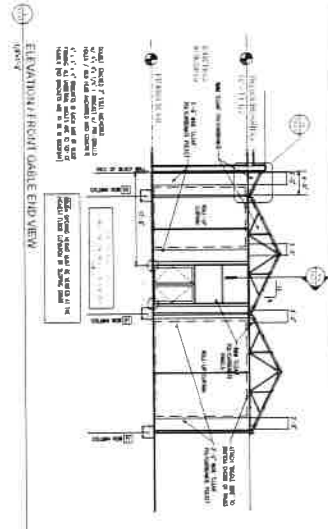
FRONT FACIAD FRAMING



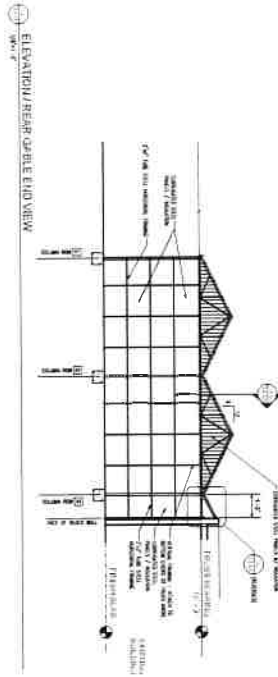
REAR WALL / FEED ROOM FRAMING



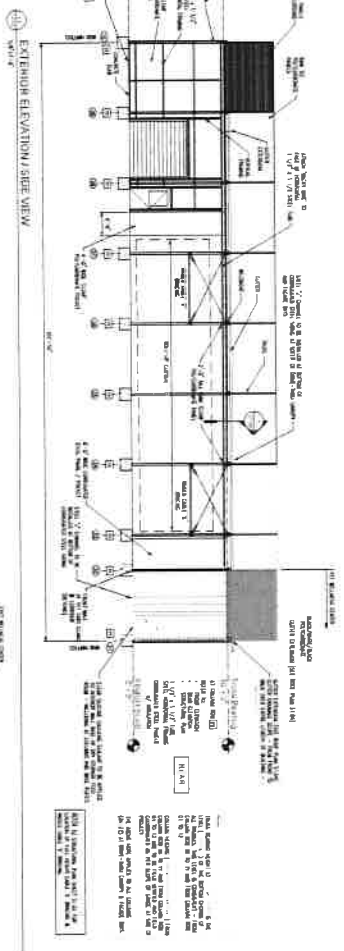
INTERMEDIATE WALL / DIN STORAGE



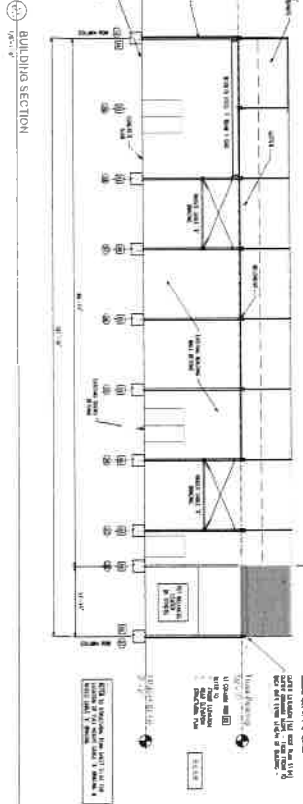
ELEVATION / FRONT GABLE END VIEW



ELEVATION / REAR GABLE END VIEW



EXTERIOR ELEVATION / SIDE VIEW



BUILDING SECTION

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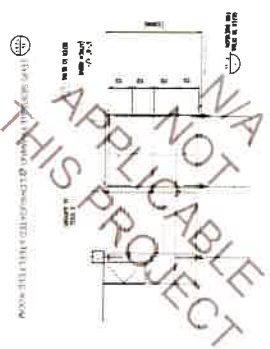
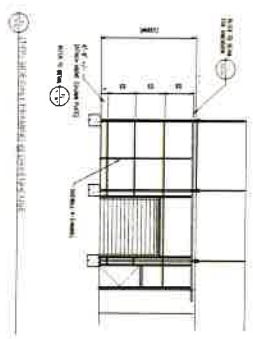
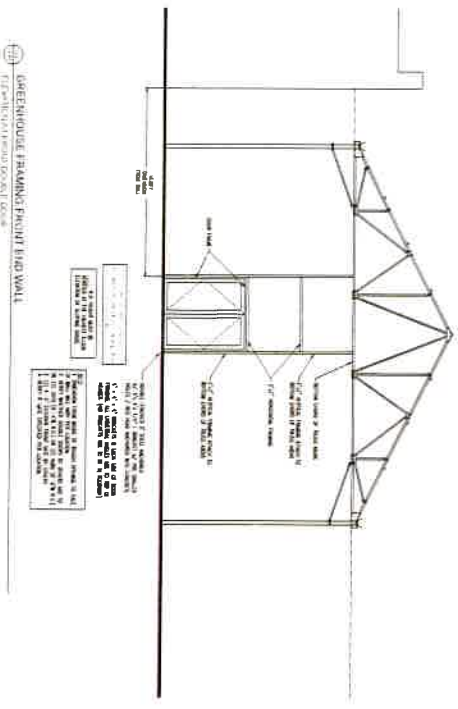
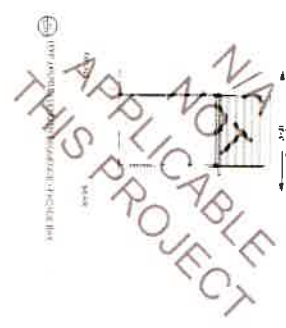
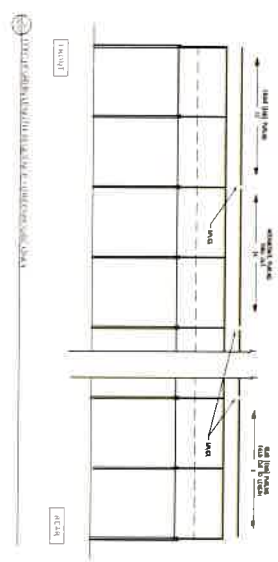
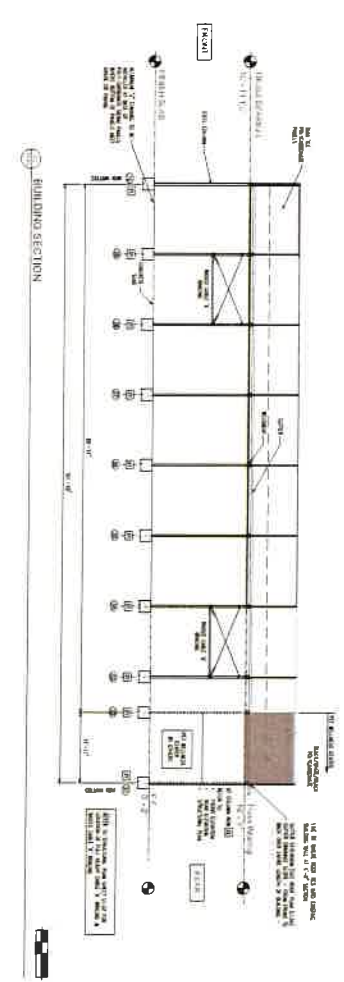
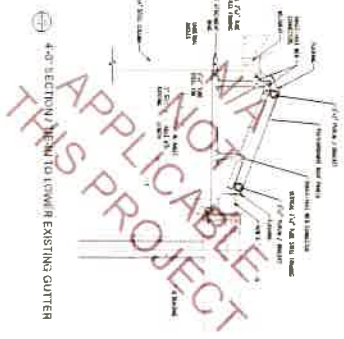
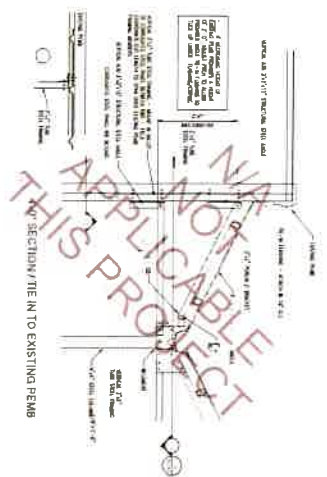
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 2733 Liberty Highway  
 Liberty, NC 28752

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 SALISBURY MD 21804

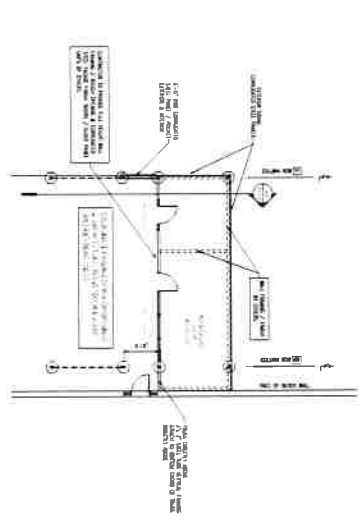


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SCALE	AS SHOWN
PROJECT NO.	201705-01
PRICE	\$2.03

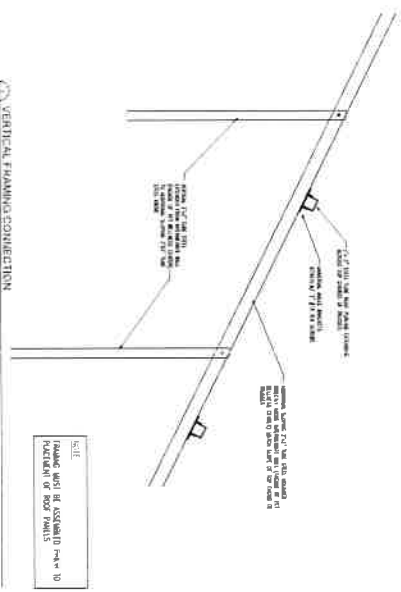
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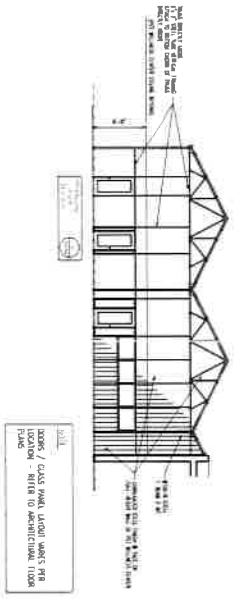
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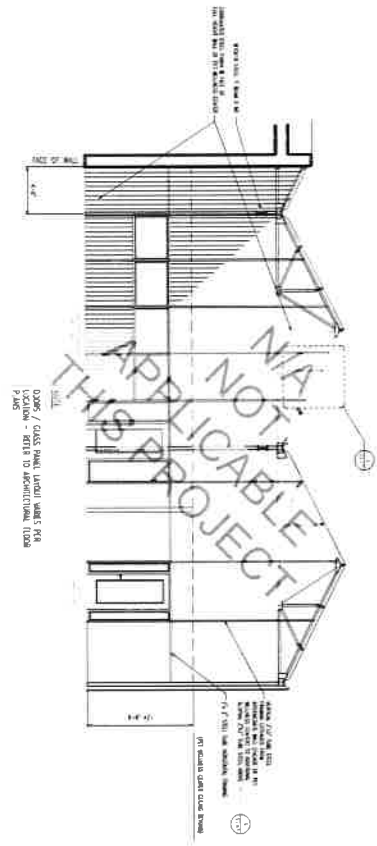
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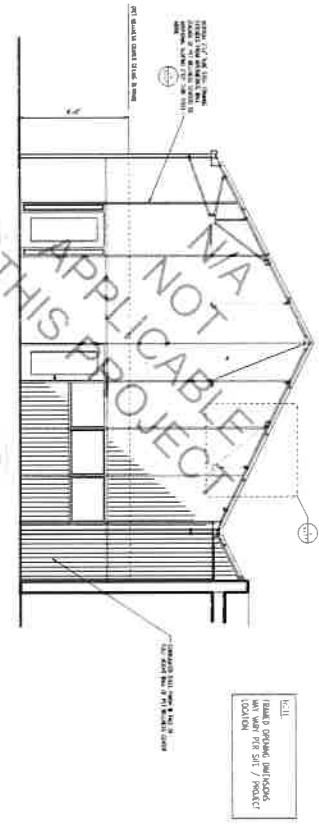
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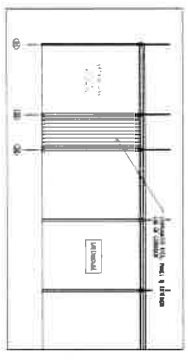
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①⑥ (TYP) INTERIOR ELEVATION @ PET WELLNESS CENTER / SINGLE BAY



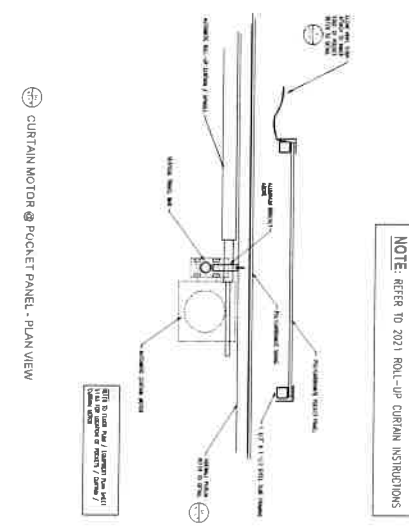
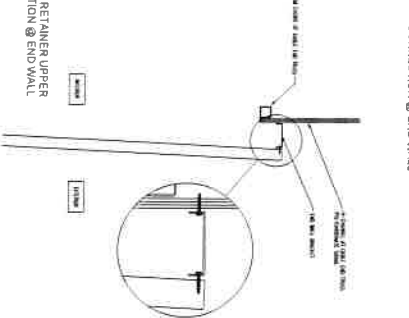
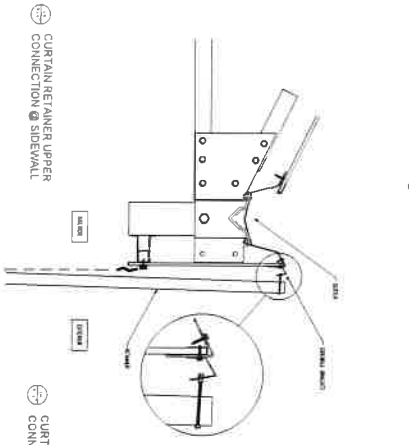
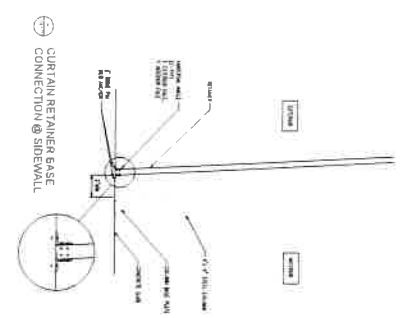
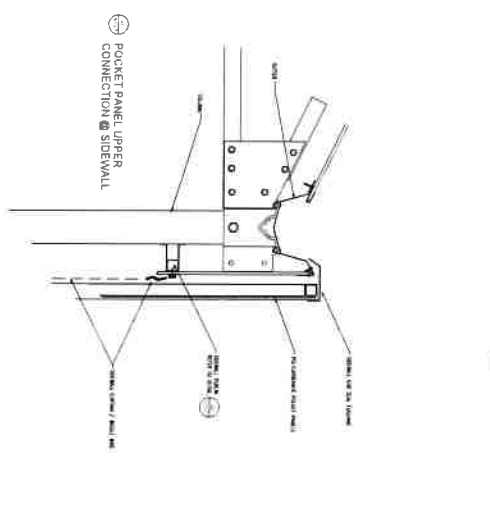
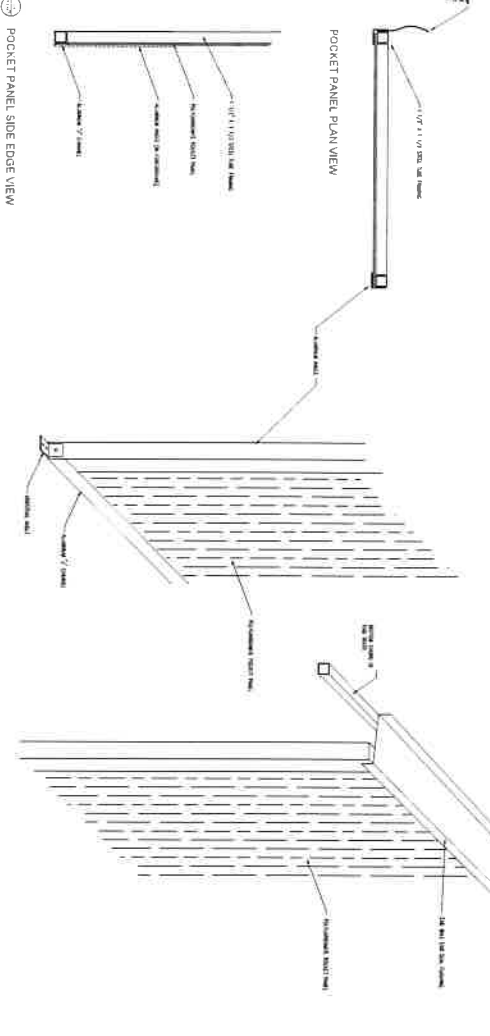
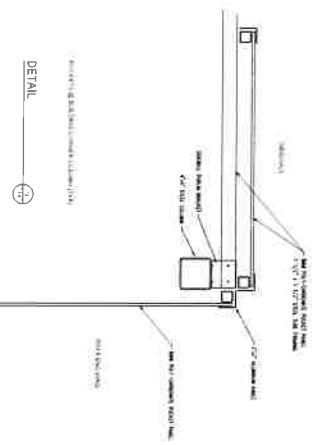
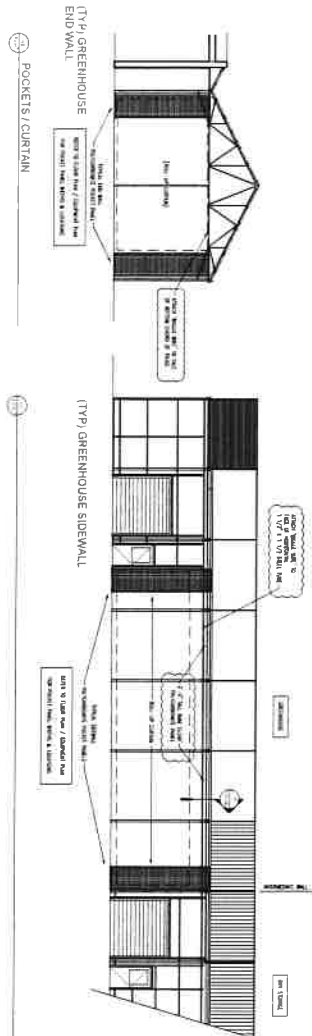
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**WELLMAN FRAM**  
 ARCHITECTS  
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 Liberty, SC 29557

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NOTE: REFER TO 2021 ROLL-UP CURTAIN INSTRUCTIONS

Project No.	015
Date	03/07/17
Scale	3/8" = 1'-0"
Sheet No.	S3.07

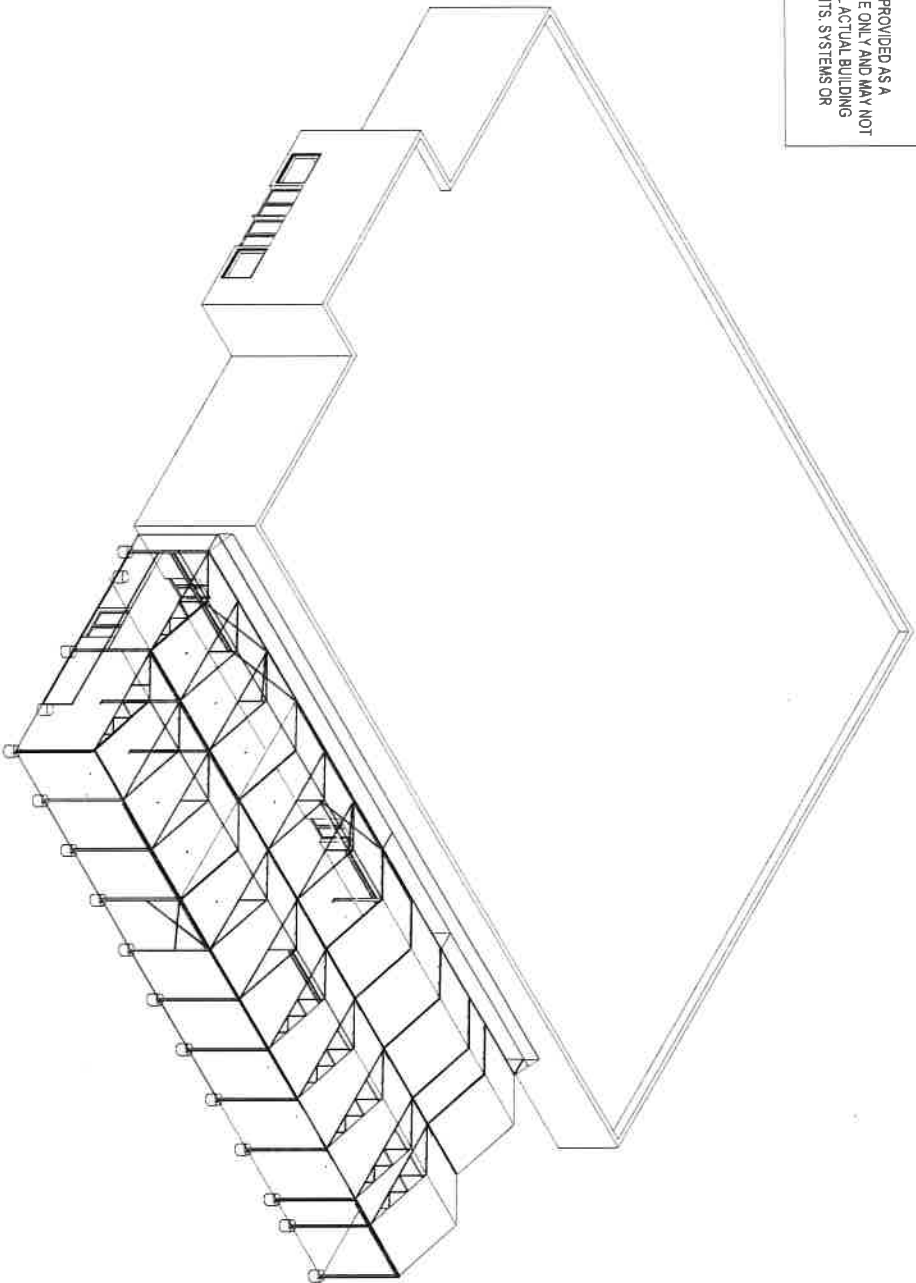
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**NOTE:**  
 3D ISOMETRIC MODEL IS PROVIDED AS A  
 CONCEPTUAL REFERENCE ONLY AND MAY NOT  
 ACCURATELY DEPICT ALL ACTUAL BUILDING  
 CONDITIONS, COMPONENTS, SYSTEMS OR  
 DESIGN DETAILS.



3D ISOMETRIC

Project No.	2019-041-010
Sheet No.	84.01
Scale	AS SHOWN
Revision	
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## 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) 4<sup>th</sup> 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/





04/14/2020

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## 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:

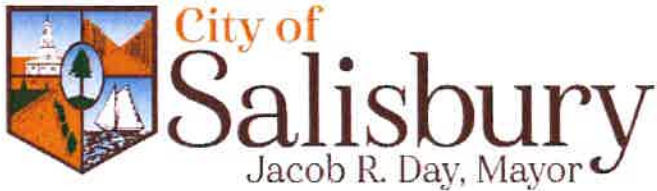
Revised Final Certificate of Design and Site Plan for The Ross Building #1 (130-134 E Main Street) was approved by the Planning Commission on 11/21/2019. A density variance request for the Ross Building #2 is scheduled with the Board of Zoning Appeals on 2/6/2020.

### 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

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

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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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GROUP

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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 6<sup>th</sup> 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"

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MORGAN  
ARCHITECTS

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

ATTACHMENT B



BAPTIST ST.

EAST MAIN ST.

# THE ROSS APARTMENT COMPLEX BUILDING NO. 2 SALISBURY, MARYLAND

CITY OF SALISBURY  
WICOMICO COUNTY, MD



**BECKER MORGAN GROUP**  
ARCHITECTURE  
ENGINEERING  
PLANNING  
CONSULTANTS  
1000 W. MARKET STREET  
SALISBURY, MD 21801  
TEL: 410.427.1000  
WWW.BMGROUP.COM



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

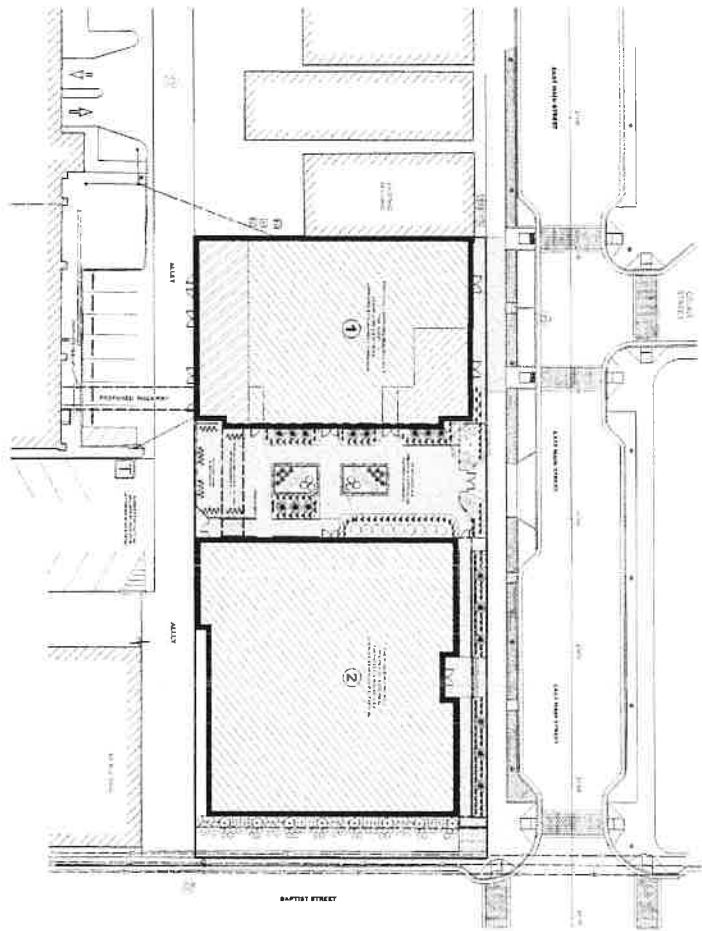
**COVER SHEET & OVERALL LAYOUT**

**SITE DATA**

1. PROJECT NO. 2010-001  
2. PROJECT NAME: THE ROSS APARTMENT COMPLEX BUILDING NO. 2  
3. PROJECT LOCATION: 14 EAST MAIN STREET, SALISBURY, MD 21801  
4. PROJECT OWNER: THE ROSS APARTMENT COMPLEX BUILDING NO. 2  
5. PROJECT ARCHITECT: BECKER MORGAN GROUP  
6. PROJECT ENGINEER: BECKER MORGAN GROUP  
7. PROJECT PLANNER: BECKER MORGAN GROUP  
8. PROJECT CONSULTANT: BECKER MORGAN GROUP  
9. PROJECT DATE: 10/15/2010  
10. PROJECT SCALE: 1" = 20'

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING CODE (IPC).
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC).
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE LATEST EDITIONS OF THE ENERGY EFFICIENCY RATIONALE (EER).
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SMOKE CONTROL CODE (ISCC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TRANSPORTATION CODE (ITC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY CODE (ISC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SECURITY CODE (ISC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ACCESSIBILITY CODE (IAC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.



**LEGEND**

ITEM	DESCRIPTION	SYMBOL
1	CONCRETE	(Symbol)
2	BRICK	(Symbol)
3	GLASS	(Symbol)
4	WOOD	(Symbol)
5	MECHANICAL	(Symbol)
6	ELECTRICAL	(Symbol)
7	PLUMBING	(Symbol)
8	PAINT	(Symbol)
9	FINISH	(Symbol)
10	LANDSCAPE	(Symbol)
11	UTILITIES	(Symbol)
12	STRUCTURE	(Symbol)
13	MECHANICAL	(Symbol)
14	ELECTRICAL	(Symbol)
15	PLUMBING	(Symbol)
16	PAINT	(Symbol)
17	FINISH	(Symbol)
18	LANDSCAPE	(Symbol)
19	UTILITIES	(Symbol)
20	STRUCTURE	(Symbol)



**BUILDING DATA FIRE MARSHAL**

SECTION	DATE	REVISION	BY	CHKD	APP'D
FOUNDATION	10/15/2010	1	JM		
FLOOR	10/15/2010	1	JM		
ROOF	10/15/2010	1	JM		
MECHANICAL	10/15/2010	1	JM		
ELECTRICAL	10/15/2010	1	JM		
PLUMBING	10/15/2010	1	JM		
PAINT	10/15/2010	1	JM		
FINISH	10/15/2010	1	JM		
LANDSCAPE	10/15/2010	1	JM		
UTILITIES	10/15/2010	1	JM		
STRUCTURE	10/15/2010	1	JM		

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**OWNERS CERTIFICATION**

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

DATE: 10/15/2010

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**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 Engineer of Record for the project described herein.

DATE: 10/15/2010

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**DIRECTIONS APPROVAL BLOCK FOR SITE PLAN**

APPROVED FOR THE CITY OF SALISBURY:

DATE: 10/15/2010

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

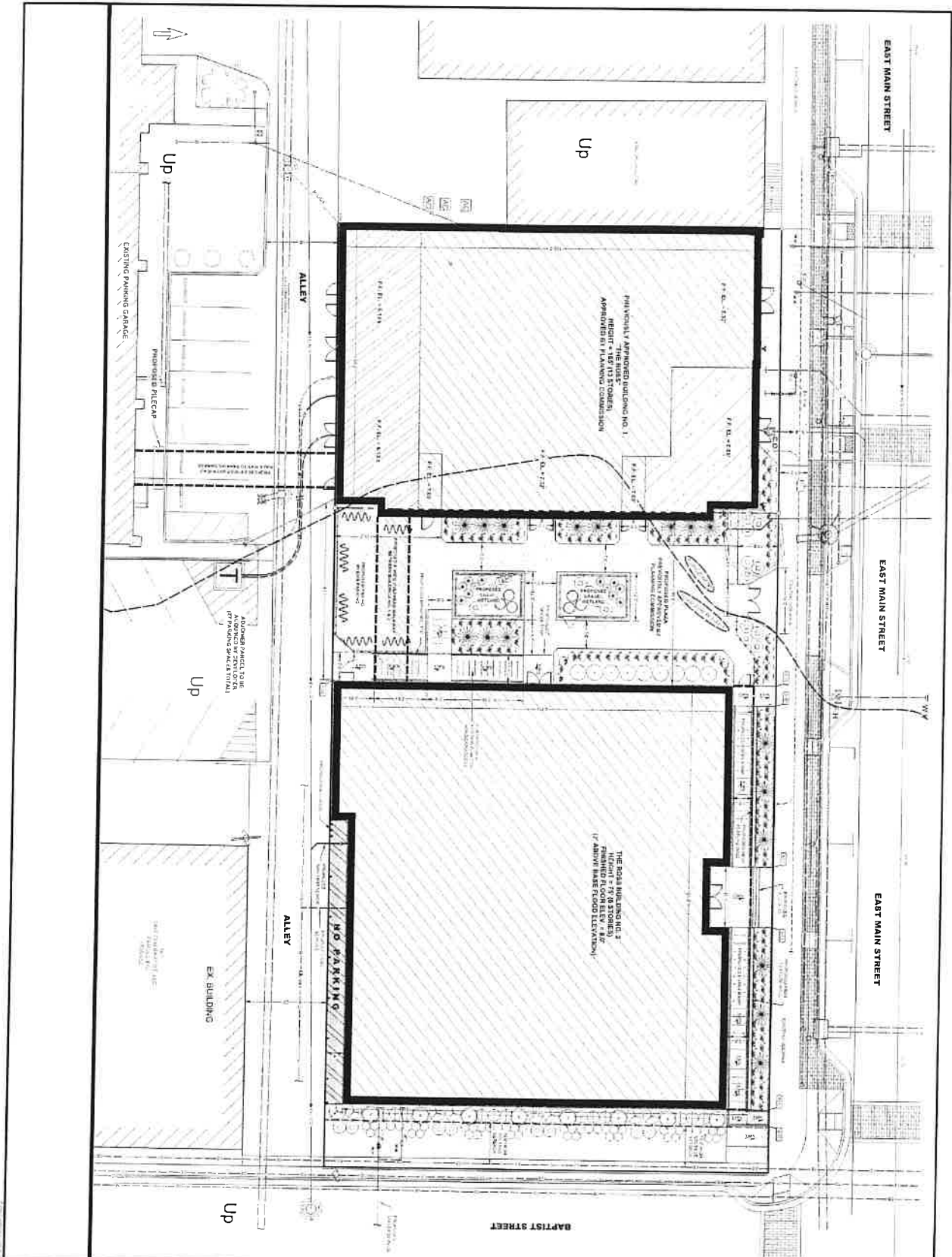
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**PROJECT NO. 2010-001**

**DATE: 10/15/2010**

**SCALE: 1" = 20'**

**C-001**



**BECKER MORGAN GROUP**  
 ARCHITECTURAL INTERIOR  
 1000 W. MARKET STREET, SUITE 100  
 SALISBURY, NC 28144  
 TEL: 704.771.1111  
 WWW.BECKERMORGAN.COM

**THE ROSS APARTMENT COMPLEX BUILDING NO. 2**  
 104 EAST MAIN STREET  
 SALISBURY  
 WICOMCO COUNTY, MD

**SITE PLAN**

SCALE: 1" = 10'  
 NORTH

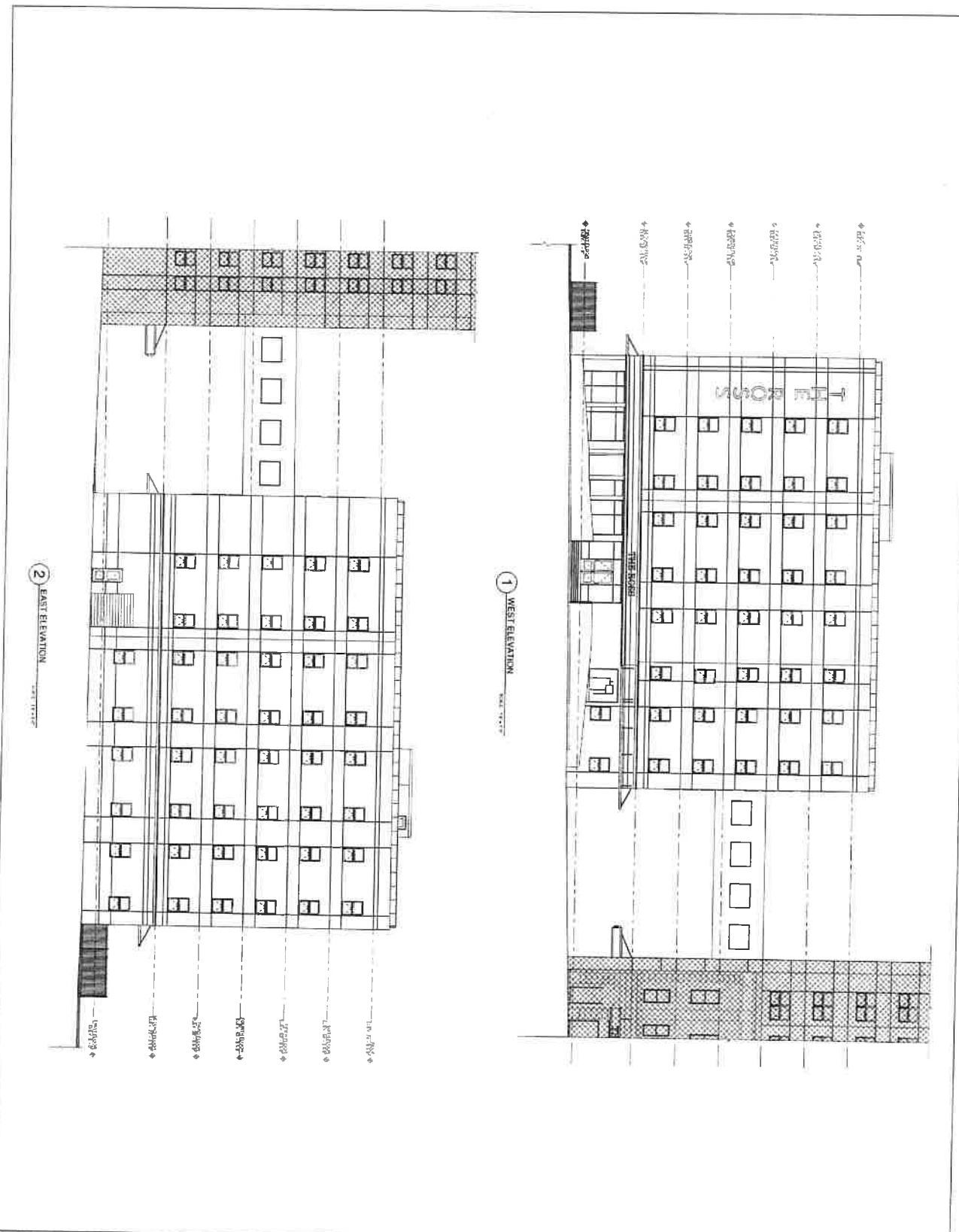
PROJECT NO.: 201  
 DATE: 11/11/11  
 SCALE: 1" = 10'  
 DRAWN BY: J. L. LEE  
 CHECKED BY: J. L. LEE

C-201

ATTACHMENT D







**PEGGER  
MORGAN**

ARCHITECTURE  
ENGINEERING  
1000 10th Street, NW  
Washington, DC 20004  
Tel: 202.331.1100  
Fax: 202.331.1101  
www.peggermorgan.com

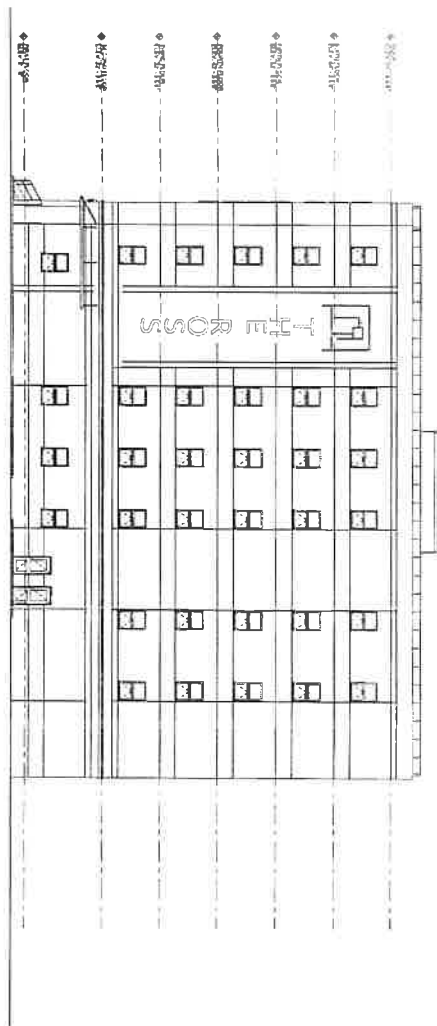
**THE ROSS-  
PHASE 2-  
CHAMBER  
BUILDING SITE**  
East of the Hill

EXTERIOR  
ELEVATIONS

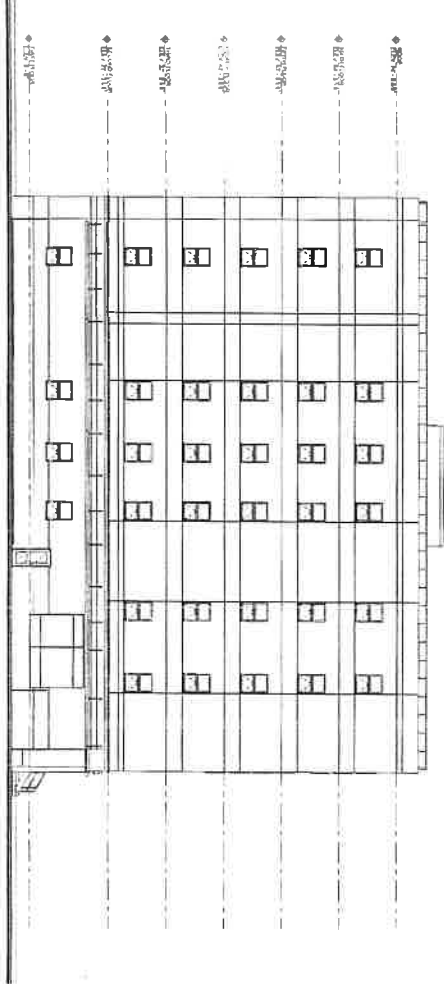
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NO.	DATE	DESCRIPTION
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2	11/15/11	ISSUED FOR CONSTRUCTION
3	01/10/12	ISSUED FOR CONSTRUCTION
4	03/15/12	ISSUED FOR CONSTRUCTION
5	05/15/12	ISSUED FOR CONSTRUCTION
6	07/15/12	ISSUED FOR CONSTRUCTION
7	09/15/12	ISSUED FOR CONSTRUCTION
8	11/15/12	ISSUED FOR CONSTRUCTION
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11	05/15/13	ISSUED FOR CONSTRUCTION
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13	09/15/13	ISSUED FOR CONSTRUCTION
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96	07/15/27	ISSUED FOR CONSTRUCTION
97	09/15/27	ISSUED FOR CONSTRUCTION
98	11/15/27	ISSUED FOR CONSTRUCTION
99	01/15/28	ISSUED FOR CONSTRUCTION
100	03/15/28	ISSUED FOR CONSTRUCTION

A201



1 SOUTH ELEVATION



2 NORTH ELEVATION



BECKER ARCHITECTURAL AND INTERIOR DESIGN  
 ARCHITECTURAL  
 AND  
 INTERIOR  
 DESIGN  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.BECKERARCHITECT.COM

THE ROSS-  
 PHASE 2-  
 CHAMBER  
 BUILDING SITE  
 2017-2018

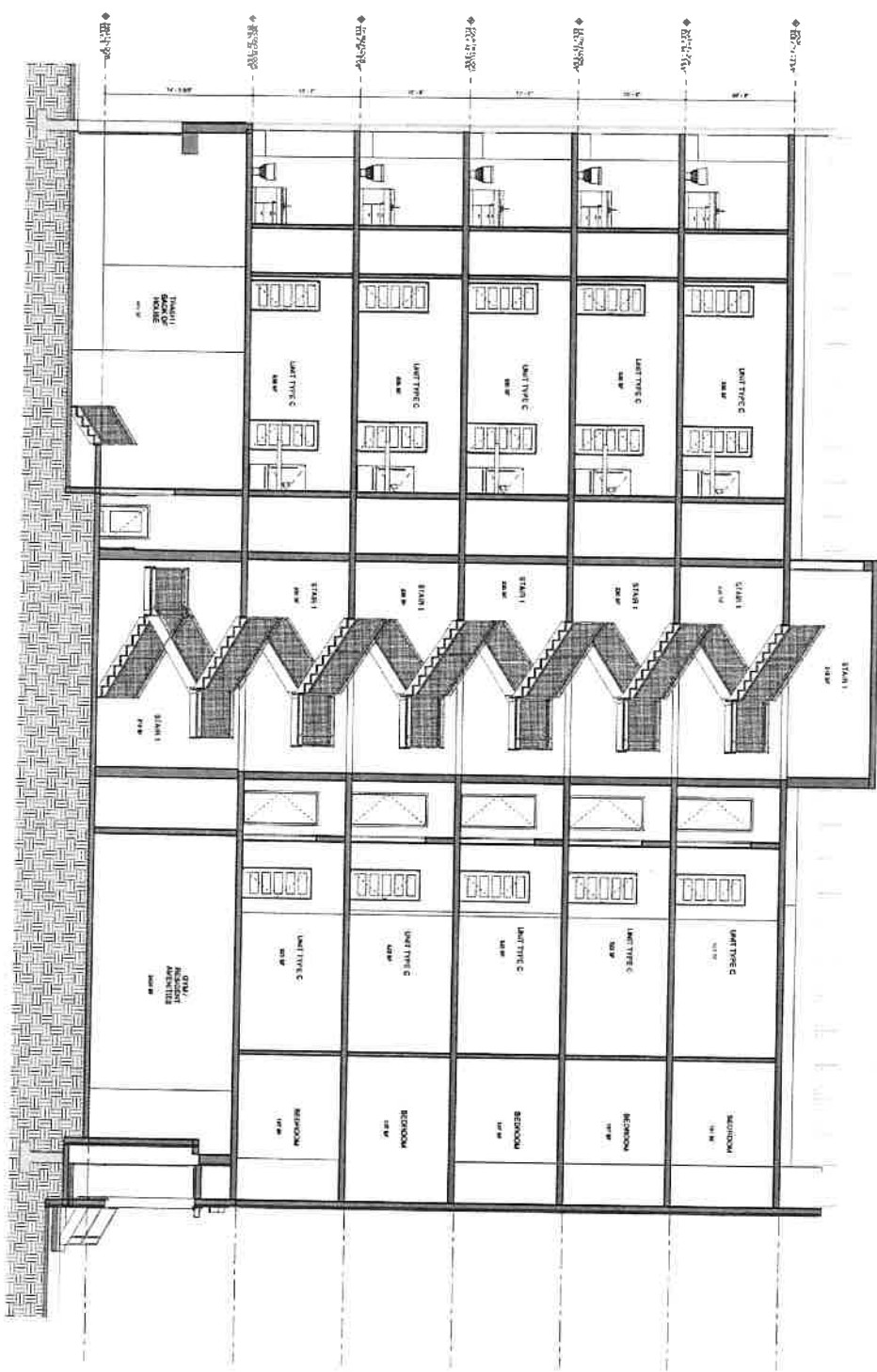
EXTERIOR  
 ELEVATIONS

NO.	DATE	DESCRIPTION
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2	10/1/17	ISSUED FOR CONSTRUCTION
3	10/1/17	ISSUED FOR AS-BUILT
4	10/1/17	ISSUED FOR FINAL

DATE PLOTTED: 10/1/17  
 PLOT SCALE: 1/8" = 1'-0"

PROJECT NO.: 17-001  
 CLIENT: THE ROSS  
 ARCHITECT: BECKER ARCHITECTURAL AND INTERIOR DESIGN  
 DRAWN BY: J. BECKER  
 CHECKED BY: J. BECKER  
 DATE: 10/1/17

A202



1 EAST/WEST SECTION

**DEEGER  
MORRIS**  
ARCHITECTURE  
ENGINEERING

1000 WEST 10TH AVENUE  
SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.DEEGERMORRIS.COM

THE ROSS-  
CHAMBER  
BUILDING SITE

BUILDING SECTIONS

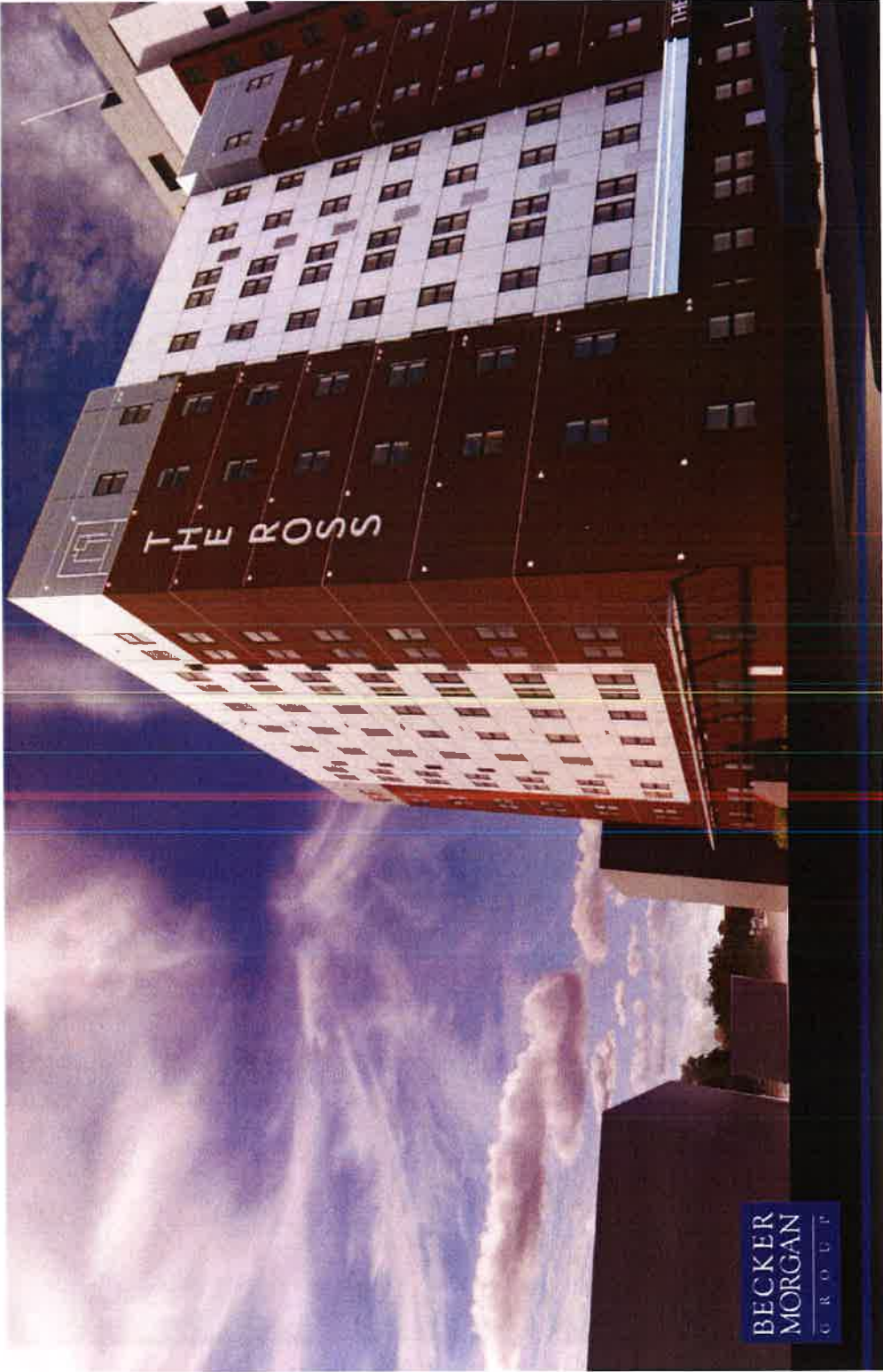
NO.	DATE	DESCRIPTION
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2	11/15/11	ISSUED FOR CONSTRUCTION
3	01/15/12	ISSUED FOR OCCUPANCY
4	03/15/12	ISSUED FOR AS-BUILT
5	05/15/12	ISSUED FOR RECORD
6	07/15/12	ISSUED FOR ARCHIVE
7	09/15/12	ISSUED FOR CLOSURE
8	11/15/12	ISSUED FOR DESTRUCTION
9	01/15/13	ISSUED FOR REDEMPTION
10	03/15/13	ISSUED FOR REDEMPTION
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16	03/15/14	ISSUED FOR REDEMPTION
17	05/15/14	ISSUED FOR REDEMPTION
18	07/15/14	ISSUED FOR REDEMPTION
19	09/15/14	ISSUED FOR REDEMPTION
20	11/15/14	ISSUED FOR REDEMPTION

A301









BECKER  
MORGAN  
GROUP



BECKER  
MORGAN  
GROUP

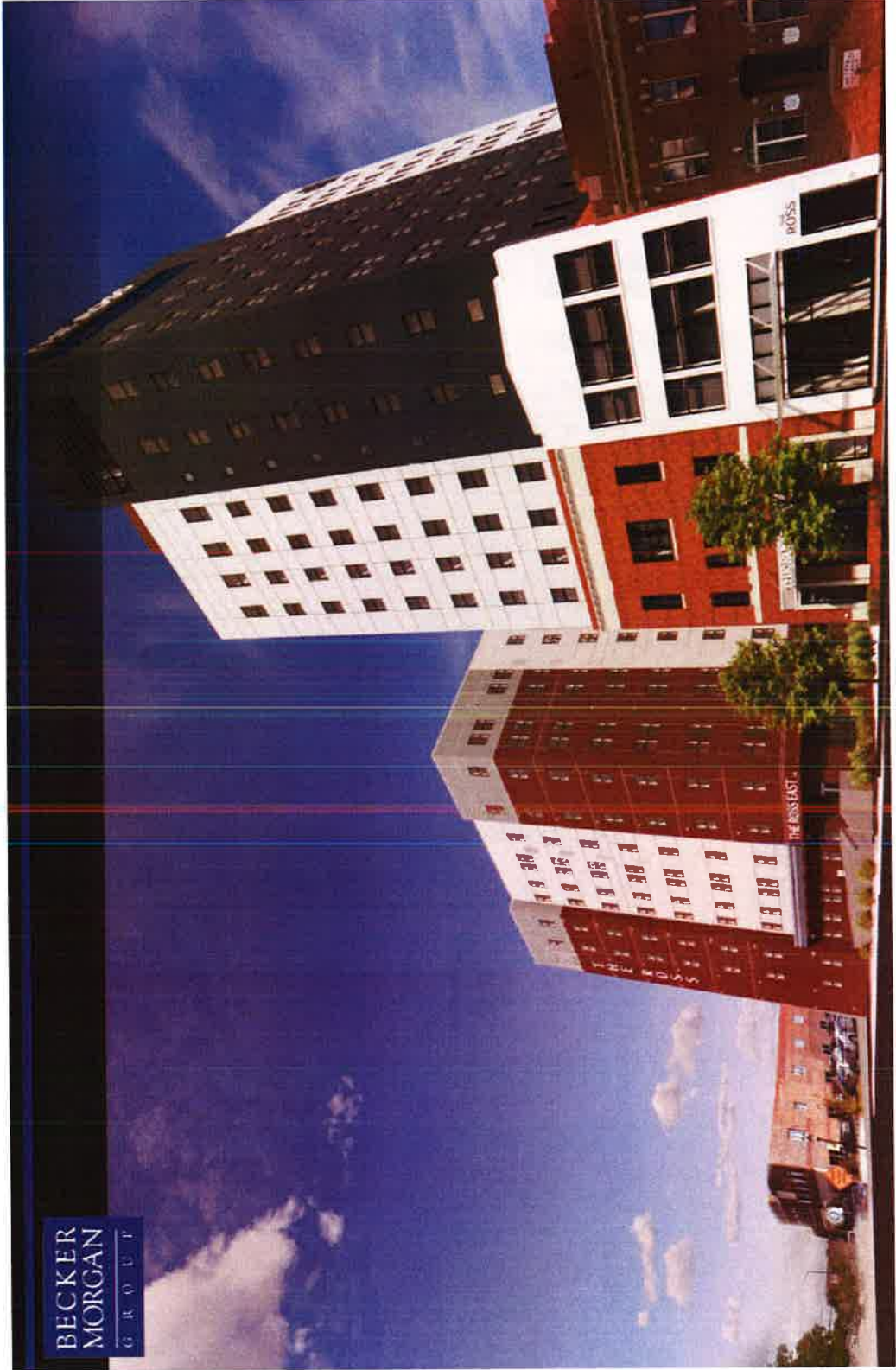


BECKER  
MORGAN  
GROUP





BECKER  
MORGAN  
GROUP



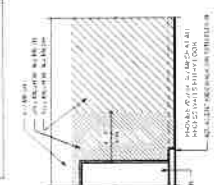
BECKER  
MORGAN  
GROUP





BECKER  
MORGAN  
GROUP

**EXTERIOR COLOR LEGEND**



**Typical Mesh Detail**  
CONC. 18" MIN. THICK



110 EAST WASHINGTON STREET  
ANN ARBOR, MI 48106-1500  
TEL: 734.769.1200  
WWW.BMARCHITECTS.COM

PROJECT NO. 201803-02  
DATE: 07/18/2023  
DRAWING FILE PROJECT.A201

**THE ROSS -  
BUILDING 2**

110 EAST WASHINGTON STREET  
ANN ARBOR, MI 48106-1500

**WEST ELEVATION**  
COMPLETION DATE 07/18/2023

**EXTERIOR  
ELEVATIONS**

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

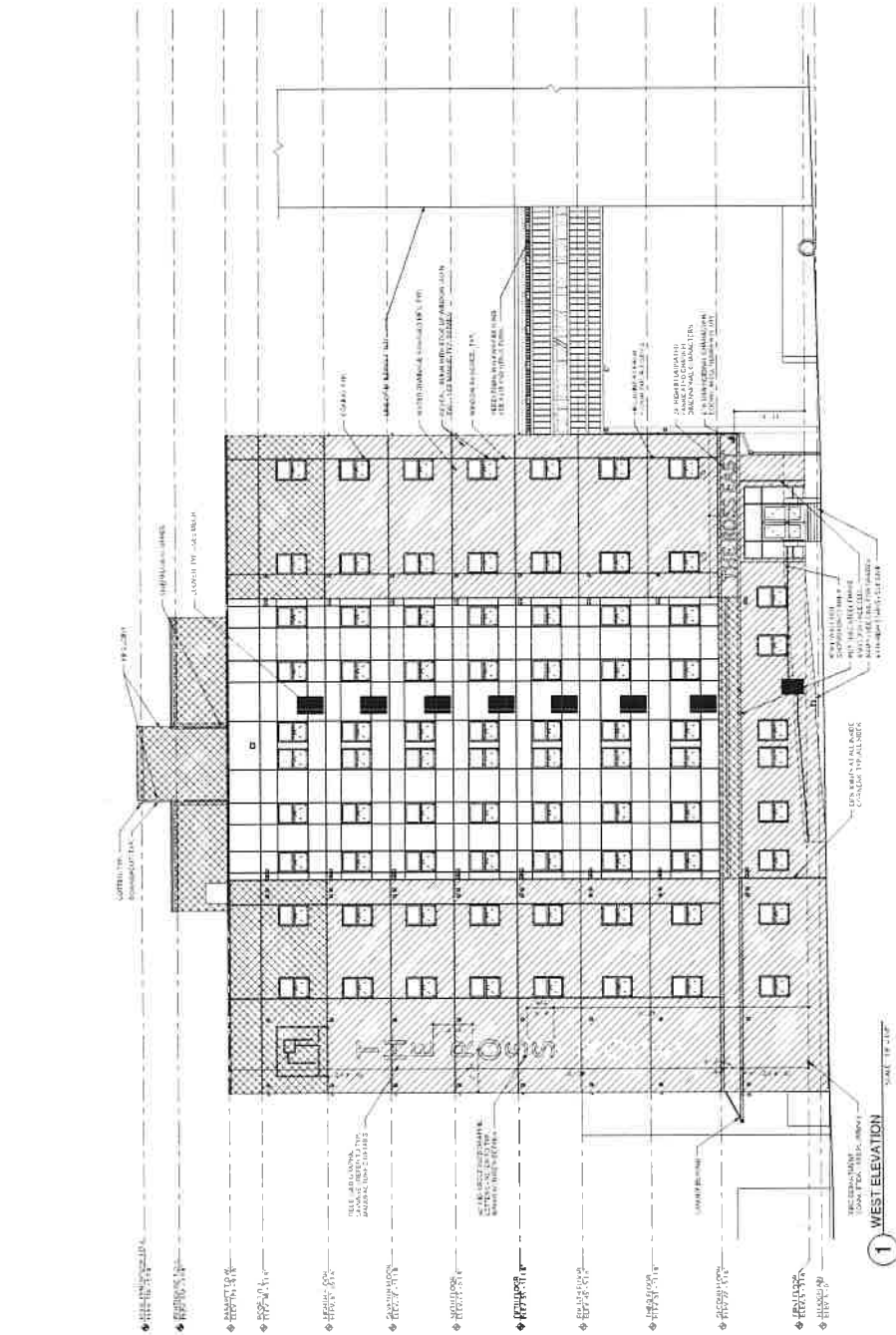
DATE: 07/18/2023

PROJECT NO. 201803-02

DATE: 07/18/2023

DRAWING FILE PROJECT.A201

**A201**



110 EAST WASHINGTON STREET  
ANN ARBOR, MI 48106-1500  
TEL: 734.769.1200  
WWW.BMARCHITECTS.COM

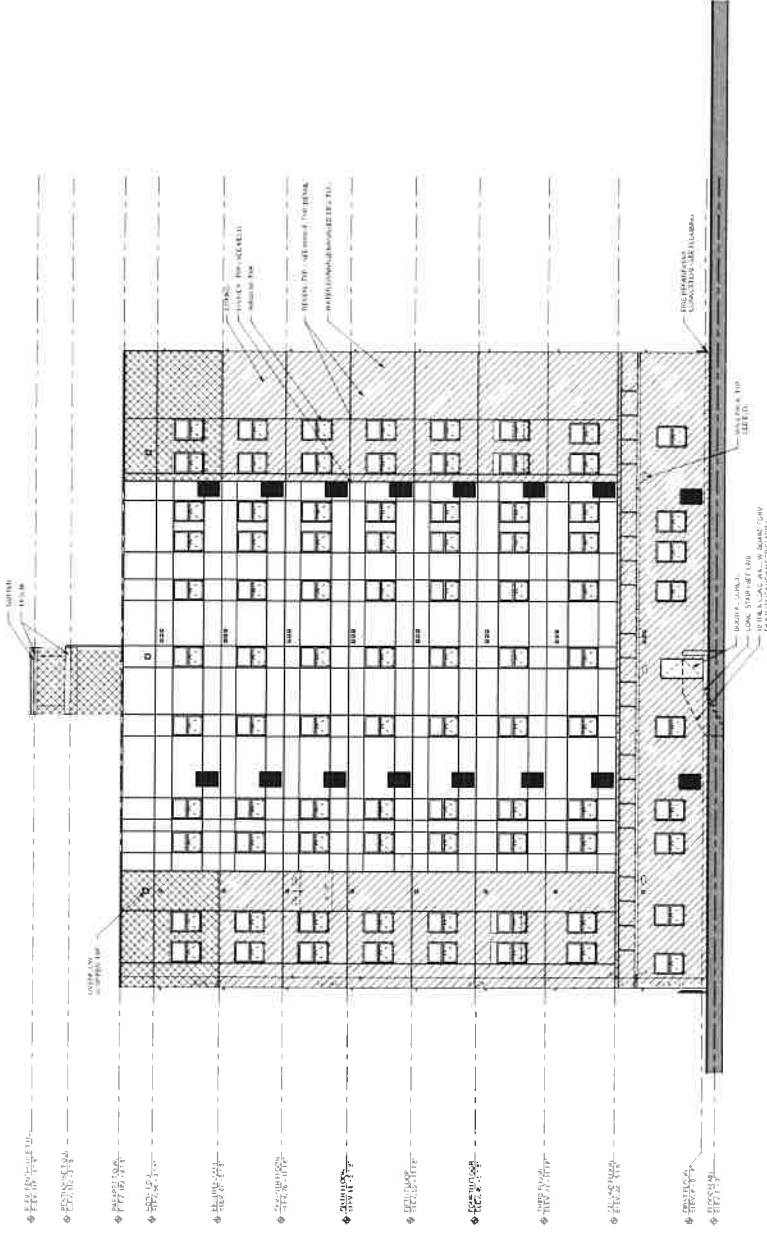






PROJECT NO.	25.11.00
DATE	11/11/11
DESIGNER	J.M.B.
CHECKER	J.M.B.
DATE	11/11/11

**EXTERIOR COLOR LEGEND**



**1 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN MILLIMETERS.  
2. FINISHES ARE TO BE AS SHOWN ON THE EXTERIOR COLOR LEGEND.  
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS APPROVED BY THE ARCHITECT.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
7. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.  
9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

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~~

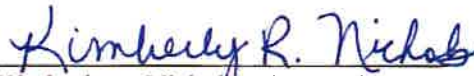
~~WHEREAS, First Move Properties, LLC requires easements across real property owned by the City of Salisbury in order to improve the properties identified as 130 E. Main Street and 132 E. Main Street, City of Salisbury, to create a walkway from the property to the City of Salisbury parking garage; and~~


~~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:

21<sup>ST</sup> day of JAN, 2020

  
Jacob R. Day, Mayor

## DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement"), is dated this 21<sup>st</sup> 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 1<sup>st</sup> 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 21<sup>st</sup> 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





## Infrastructure and Development Staff Report

Meeting of June 17, 2021

### I. BACKGROUND INFORMATION:

**Project Name:** Cotton Patch Creek

**Applicant:** Solutions IPM, LLC  
3003 Merritt Mill Road  
Salisbury, MD 21804

**Owner:** Martin Ruark, LLC  
1000 East Main Street  
Salisbury, MD 21804

**Infrastructure and Development Project No.:** 202100442

**Nature of Request:** Preliminary/Final Subdivision

**Location of Property:** Pemberton Drive: **(Attachments 1 & 2)**

**Zoning District:** R-10 Residential

**Tax Map and Parcel:** Map 37, Parcel 145

**Area:** 39.89 Acres

### II. EXPLANATION OF REQUEST:

The applicants propose subdivision of this 40-acre parcel into 97 lots averaging approximately 13,983 sq. ft. each (10,512 – 21,518 sq. ft.). **(Attachment 3)** The proposal has not changed from the previously approved subdivisions for this project, including the most recent approval in April of 2018. **(Attachment 4)** All lots have frontage on new interior streets. This subdivision originally received preliminary/final approval in October 2005, when it was known as Ponds at Pemberton. Subsequent extensions by the Planning Commission to the approved subdivision (later renamed Cotton Patch Creek) continued until October 24, 2015, when the approval finally expired. The 2018 approval expired in April of this year, so the applicant is again seeking approval. The original subdivision approval and subsequent extension approvals included Albritton Lane extending into Cotton Patch Creek from Pemberton Ponds, as is currently requested. No changes to the proposed subdivision have been made since the original approval in 2005.



### III. **RECOMMENDATION:**

The Planning Staff recommends the granting of Final Plat Approval for Cotton Patch Creek, subject to all conditions of approval being met.

### IV. **SUBDIVISION STATUS:**

#### A. **WAIVERS REQUIRED:**

N/A

#### B. **FOREST CONVERSATION:**

Forest Conservation Plan #2006-26 was approved in July 2006. A Letter of Credit was submitted for the plantings and maintenance associated with FCA Plan #2006-26.

#### C. **CHESAPEAKE BAY CRITICAL AREA:**

N/A

#### D. **PROPOSED CONDITIONS:**

1. The Final Plat shall comply with all requirements of the Salisbury Subdivision Regulations.
2. Health Department approval is required prior to the recordation of the Final Plat.
3. The Final Plat shall comply with all requirements of the Forest Conservation Program.
4. A Homeowner's Association shall be created to maintain the open space, recreation, and stormwater management facilities, drainage and maintenance easements and forest conservation easements.
5. Existing (developed) Albritton Lane shall not be utilized as an access for construction vehicles during the construction of this subdivision.
6. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development.

#### E. **PLANNING STAFF COMMENTS:**

1. Previous extension request letters (September 2010, 2011 & 2012) indicate that the Landscaping/Screening Buffer along the Ring property has been planted.
2. The applicant agrees to provide sidewalks on both sides of the street as discussed at the 2018 meetings, but reserve the right to seek relief from this requirement at a later date.





May 4, 2021

Mr. Brian Wilkins  
Dept. of Infrastructure & Development  
City of Salisbury  
125 N. Division St., Room 202  
Salisbury, MD 21801

RE: Cotton Patch Creek Subdivision, City Project #17-014 – Final Plat

Brian,

Please accept the Cotton Patch Creek Subdivision Plat for Preliminary/Final Plat review and approval by the Planning Commission. We would like to be added to the earliest Planning Commission agenda as possible for combined Preliminary/Final Plat approval since the project had received Final approval in the recent past (April of 2018). Let me know if you need additional paper copies.

Sincerely,

Solutions IPEM, LLC

Steven W. Fuller  
Vice President

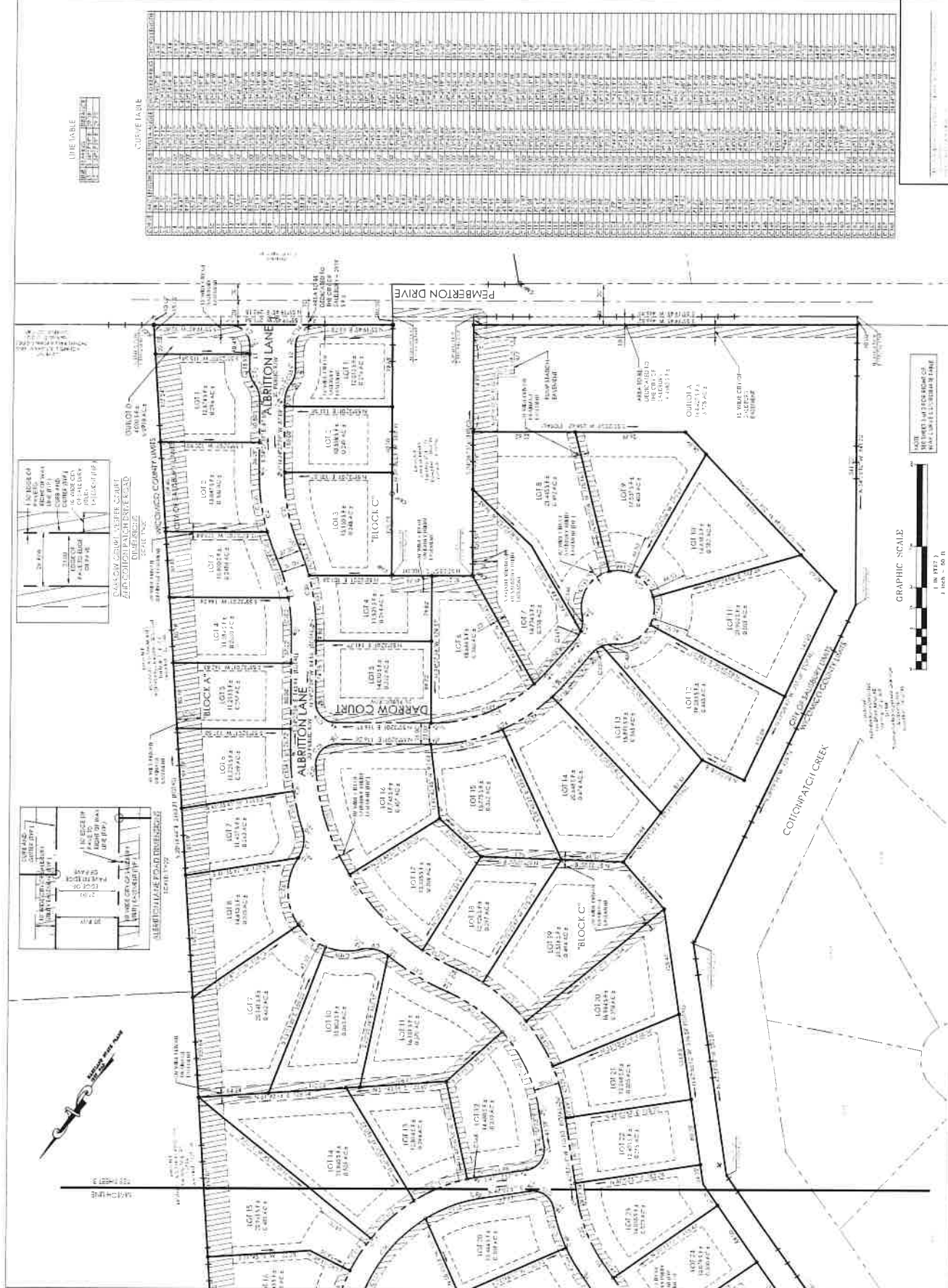
**Attachment 1**











UTILITY TABLE

LINE NO.	LINE TYPE	LINE WIDTH	LINE COLOR
1	WATER	12"	RED
2	SEWER	12"	GREEN
3	GAS	12"	BLUE
4	ELECTRIC	12"	YELLOW
5	TELEPHONE	12"	PINK
6	RAINWATER	12"	BLACK

CONCRETE TABLE

LINE NO.	LINE TYPE	LINE WIDTH	LINE COLOR
7	CONCRETE	12"	WHITE
8	ASPHALT	12"	BLACK
9	GRAVEL	12"	BLACK
10	PAVEMENT	12"	BLACK
11	CONCRETE	12"	WHITE
12	ASPHALT	12"	BLACK
13	GRAVEL	12"	BLACK
14	PAVEMENT	12"	BLACK



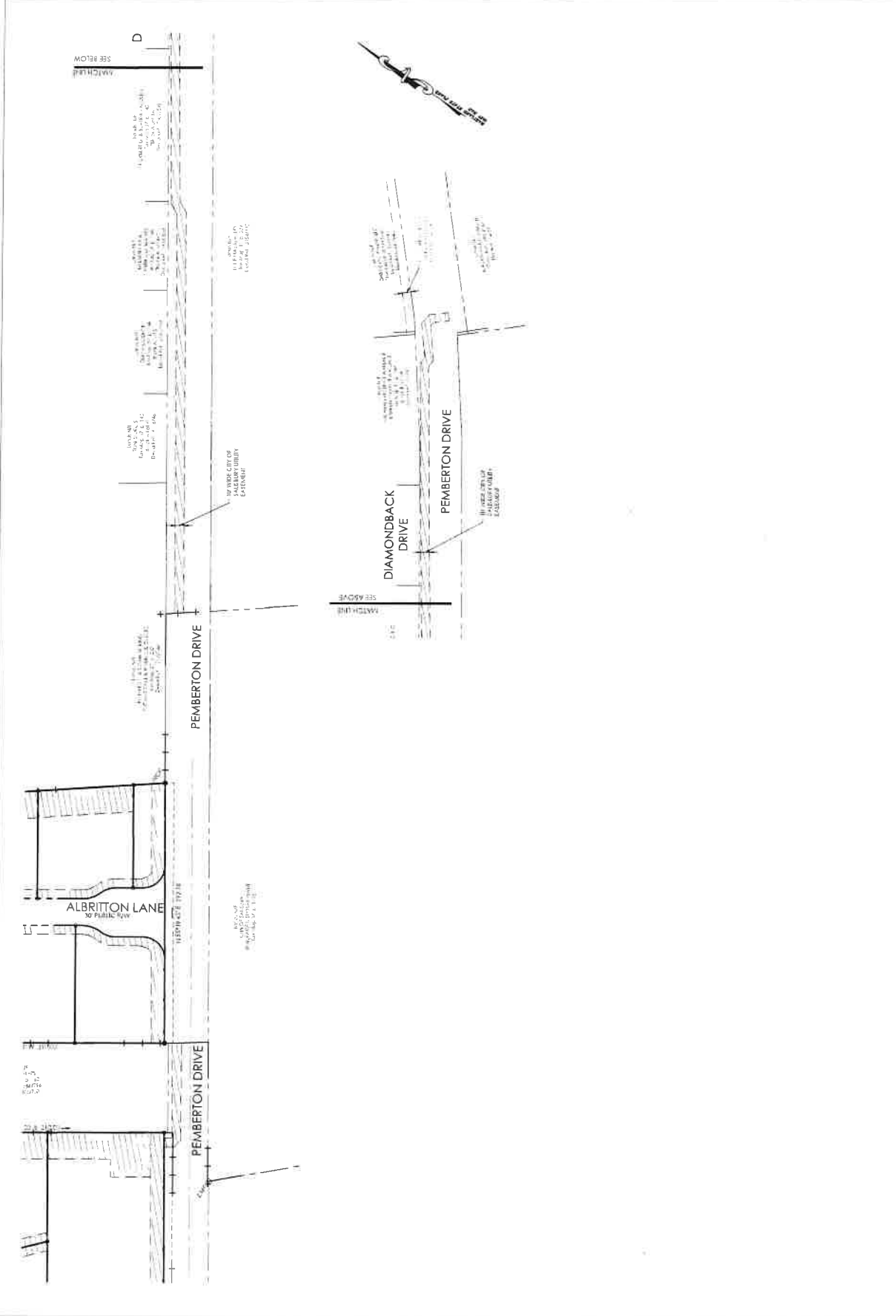


NO.	DATE	REVISIONS

NO.	DATE	REVISIONS

FOR: POLYMERINI CORPORATION  
 COTTON PATCH CREEK SUBDIVISION  
 CITY OF SALEM, SALISBURY ELECTION DISTRICT  
 WICOMICO COUNTY, MARYLAND  
 Prepared by: MARTHA ELLIOTT, LLC

Sheet No.	4 of 4
Date	
Scale	
Project No.	





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

April 20, 2018

Solutions IPM, LLC  
3003 Merritt Mill Road  
Salisbury, MD 21804  
Attn: Steve Fuller

**RE: FINAL SUBDIVISION – Cotton Patch Creek Subdivision - Pemberton Drive –  
R-10 Residential District – M-0037; P-145**

Dear Mr. Fuller:

The Salisbury Planning Commission, at its April 19, 2018 meeting, granted **FINAL** subdivision approval for the proposed Cotton Patch Creek Subdivision, subject to the following conditions:

1. The Final Plat shall comply with all requirements of the Salisbury Subdivision Regulations.
2. Health Department approval is required prior to the recordation of the Final Plat.
3. The Final Plat shall comply with all requirements of the Forest Conservation Program.
4. A Homeowner's Association shall be created to maintain the open space, recreation, and stormwater management facilities, drainage and maintenance easements and forest conservation easements.
5. Existing (developed) Albritton Lane shall not be utilized as an access for construction vehicles during the construction of this subdivision.
6. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

  
Henry Eure  
Project Manager

cc: Mr. Bill Martin/1000 East Main Street/Salisbury, MD 21804  
Mr. Ron Richardson/6262 Albritton Lane/Salisbury, MD 21801  
Mr. & Mrs. Mark Sewell/6222 Albritton Lane/Salisbury, MD 21801  
Mr. & Mrs. Gary Phipps/1411 Pemberton Drive/Salisbury, MD 21801  
Mrs. Susan Ring/1365 Pemberton Drive/Salisbury, MD 21801  
Mr. Sheldon Lankford/28166 Pathfinder Court/Salisbury, MD 21801  
Mr. Kevin Hendricks/28146 Pathfinder Court/Salisbury, MD 21801  
Mr. Bill Ferguson/28130 Pathfinder Court/Salisbury, MD 21801  
Mr. John Petrey/6257 Albritton Lane/Salisbury, MD 21801

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

**Attachment 4**



## Infrastructure and Development Staff Report

Meeting of April 19, 2018

### I. BACKGROUND INFORMATION:

**Project Name:** Cotton Patch Creek

**Applicant:** Solutions IPM, LLC  
3003 Merritt Mill Road  
Salisbury, MD 21804

**Owner:** Martin Ruark, LLC  
1000 East Main Street  
Salisbury, MD 21804

**Infrastructure and Development Project No.:** 18-274

**Nature of Request:** Final Subdivision

**Location of Property:** Pemberton Drive: **(Attachment #1)**

**Zoning District:** R-10 Residential

**Tax Map and Parcel:** Map 37, Parcel 145

**Area:** 39.89 Acres

### II. EXPLANATION OF REQUEST:

The proposed subdivision was most recently reviewed by the Planning Commission at the February 15, 2018 meeting. At that meeting, the commission granted preliminary approval to the proposed subdivision, subject to seven (7) conditions, which included the notification of Pemberton Ponds Homeowner's Association and interested parties from the original subdivision request for this site from October, 2005. Notification of the current meeting has been sent to concerned parties.

The applicants propose subdivision of this 40 acre parcel into 97 lots averaging approximately 13,983 sq. ft. each (10,512 – 21,518 sq. ft.). **(Attachments #2a & 2b)** The proposal has not changed from the preliminary approval granted in February. All lots have frontage on new interior streets. Lot 1, Block 'C' should be denied direct vehicular access to Pemberton Drive. **(Attachment #2a)** This subdivision originally received preliminary/final approval in October 2005, when it was known as Ponds at Pemberton. Subsequent extensions by the Planning Commission to the approved subdivision (later renamed Cotton Patch Creek) continued until



October 24, 2015, when the approval finally expired. The original subdivision approval and subsequent extension approvals included Albritton Lane extending into Cotton Patch Creek from Pemberton Ponds, as is currently requested.

### III. **RECOMMENDATION:**

The Planning Staff recommends the granting of Final Plat Approval for Cotton Patch Creek, subject to all conditions of approval being met.

### IV. **SUBDIVISION STATUS:**

#### A. **WAIVERS REQUIRED:**

N/A

#### B. **FOREST CONVERSATION:**

Forest Conservation Plan #2006-26 was approved in July 2006. A Letter of Credit was submitted for the plantings and maintenance associated with FCA Plan #2006-26.

#### C. **CHESAPEAKE BAY CRITICAL AREA:**

N/A

#### D. **PROPOSED CONDITIONS:**

1. The Final Plat shall comply with all requirements of the Salisbury Subdivision Regulations.
2. Health Department approval is required prior to the recordation of the Final Plat.
3. The Final Plat shall comply with all requirements of the Forest Conservation Program.
4. A Homeowner's Association shall be created to maintain the open space, recreation, and stormwater management facilities, drainage and maintenance easements and forest conservation easements.
5. Existing (developed) Albritton Lane shall not be utilized as an access for construction vehicles during the construction of this subdivision.
6. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development.

#### E. **PLANNING STAFF COMMENTS:**

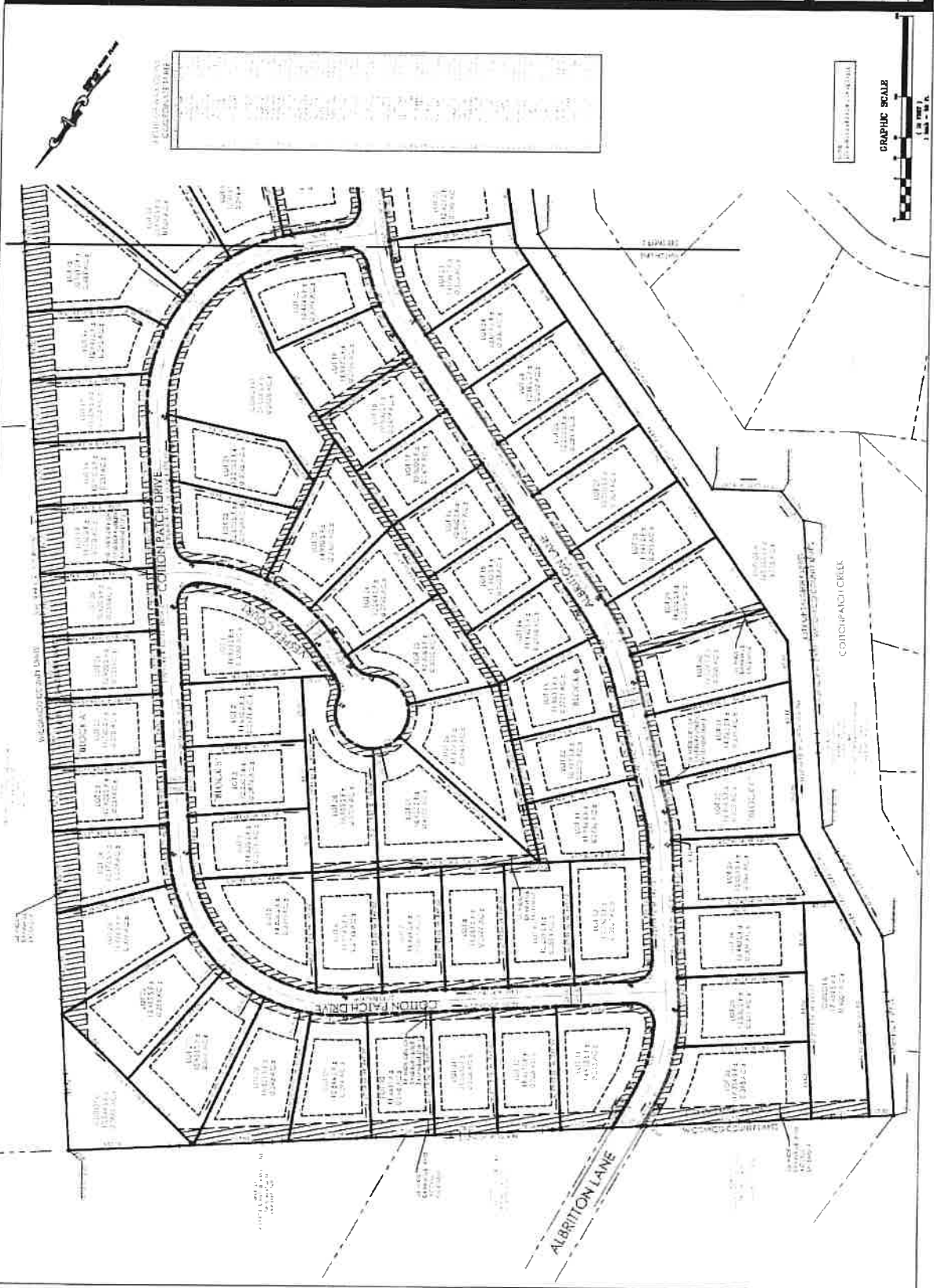
1. Previous extension request letters (September 2010, 2011 & 2012) indicate that the Landscaping/Screening Buffer along the Ring property has been planted.
2. The applicant agrees to provide sidewalks on both sides of the street as discussed at the February, 2018 meeting, but reserve the right to seek relief from this requirement at a later date. **(Attachment #3)**

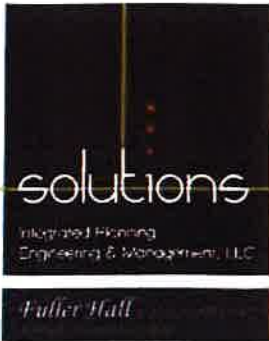
PROJECT MGR: Henry Eure  
DATE: April 10, 2018











April 10, 2018

Anne Roane & Henry Eure  
Salisbury Department of Infrastructure & Development  
125 North Salisbury Boulevard, Room 202  
Salisbury, MD 21801

RE: Cotton Patch Creek Subdivision  
Solutions IPEM Project #2007-065

Dear Anne & Henry,

On behalf of Martin-Ruark, LLC, owners/developers of the Cotton Patch Creek subdivision, we hereby request the Subdivision Plat be accepted for Final Plat approval by the Planning Commission. At this time, the developers are not requesting a variance from installation of sidewalk on both sides of the subdivision roadways, however, they do reserve their right to seek a sidewalk variance in the future.

Sincerely,  
Solutions IPEM, LLC

Steven W. Fuller  
Principal

F:\autocad\projects\2007\2007065\2007-065 letter 4-5-18.docx

**ATTACHMENT #3**



## 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

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### COUNTY SUBDIVISION ANALYSIS

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#### 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 # B





# Attachment #C





