



City of Salisbury – Wicomico County

PLANNING AND ZONING COMMISSION
P.O. BOX 870
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JACK R. HEATH
MAYOR

JULIE M. GIORDANO
COUNTY EXECUTIVE

JULIA GLANZ
CITY ADMINISTRATOR

BUNKY LUFFMAN
DIRECTOR OF ADMINISTRATION

SALISBURY-WICOMICO COUNTY PLANNING AND ZONING COMMISSION

AGENDA

REGULAR MEETING

March 16, 2023

ROOM 301, THIRD FLOOR
GOVERNMENT OFFICE BUILDING

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

Minutes – Meeting of January 19, 2023

Minutes – Meeting of February 16, 2023

1:35 P.M. PUBLIC HEARING – TEXT AMENDMENT – City of Salisbury Zoning Code – Amending Chapter 17.76 – Light Industrial District – to include new uses. (H. Eure)

PROPOSED AGRICUTRAL DISTRICT – Riverton Farms, LLC Easement Application – Riverton Road in Mardela Springs, Maryland – M-05, G-11, P-13 (B. Zito)

PROPOSED AGRICUTRAL DISTRICT –Troy and Quinn Johnson Easement Application –N. Upper Ferry & Pratt Road in Salisbury, Maryland – M-36, G-23, P-229 and P-361 (B. Zito)

FINAL COMPREHENSIVE DEVELOPMENT PLAN APPROVAL – PARSONS LAKE SINGLE FAMILY – Salisbury Ventures, LLC, rep. by Becker Morgan Group – Parsons Lake Dr. and Brown Rd. – R-10A Residential District – M-0030, G-0007, P-0223 & 0398 - #21-015 (H. Eure)

HOMEOWNERS ASSOCIATION DOCUMENT APPROVAL – JOHNSONS RETREAT – DR Horton Inc. – Johnson Rd. – R-10 Residential District - M-0048, G-0011, P-0288 - #21-024 (B. Soper)

FINAL SUBDIVISION PLAT APPROVAL – HARBOR POINTE – MCAP Salisbury, LLC, rep. by Davis, Bowen & Friedel, Inc. – Harbor Pointe Dr. – Planned Residential District No. 3B–Harbor Pointe Phases III and IV – M-0113, G-0019, P-1134, Lot-PAR A - #21-012 (B. Soper)

PRELIMINARY COMPREHENSIVE DEVELOPMENT PLAN APPROVAL – BEAGLIN PARK PLACE – Salisbury Beaglin, LLC, rep. by Parker & Associates, Inc. – Beaglin Park Dr. and Gordy Rd. – Planned Residential District No. 7–The Villages at Aydelotte Farm – M-0029, G-0024, P-0312 - #23-001 (B. Soper)



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MINUTES

The Salisbury-Wicomico County Planning and Zoning Commission ("Commission") met in regular session on January 19, 2023 in Room 301, Council Chambers, Government Office Building with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman
Jim Thomas, Vice Chairman
Jack Heath
Kevin Shertz
Matt Drew

PLANNING STAFF:

Brian Soper, City of Salisbury, Department of Infrastructure and Development ("DID")
Henry Eure, DID
Lori A. Carter, MBA, Wicomico County Department of Planning, Zoning, and Community Development ("PZCD")
Danielle Rogers, PZCD

Laura Hay, City of Salisbury, Department of Law

The meeting was called to order at 1:30 p.m. by Chairman Dashiell.

Announcement: Chairman Dashiell

Governor Wes Moore has appointed Mayor Jake Day as Secretary of Housing and Community Development, he will officially leave his post as Salisbury's Mayor on January 27, 2023. We extend our congratulations to Mayor Day on his new appointment and wish him well as he carries out the business of the State of Maryland. I know he will maintain a close relationship with the City of Salisbury and Wicomico County in his new duties.

Chairman Dashiell also mentioned our friend and colleague, Jack Heath, President of the Salisbury City Council, will be serving as the Mayor of Salisbury until the next election. He congratulated Mr. Heath for his willingness to serve in this position and wished him all the best as he carries out the agenda of our city in his new role as Mayor. Chairman Dashiell added we will lose Mr. Heath as a member of the Planning Commission after today's meeting. He thanked Mr. Heath for his very faithful and dedicated service to the Planning Commission over the past seven years. Chairman Dashiell stated we appreciated Mr. Heath's comments in regards to many issues that have been before the

Planning Commission. Mr. Heath brought a very practical approach to the issues and always presented thoughtful ideas about how these issues could be addressed in the best interest of the applicants and citizens of our city. Chairman Dashiell extended best wishes to Mr. Heath in his new position and added we looked forward to his continued leadership as our mayor.

Mr. Heath stated he enjoyed the last seven years we have a great team and will continue to have a great team. He mentioned this is the next chapter of the city. We are down a path that was decided by the citizens nine years ago; when the citizens were asked what they wanted. The citizens told us and a master plan was created. Mr. Heath's intent, under his leadership, to continue the master plan. Mr. Heath also guaranteed the first consideration will be what is best for the citizens in the city. Mr. Heath thanked everyone for their support, wished everyone the best, and asked for prayers for himself in his new role.

Chairman Dashiell stated we look forward to continuing our line of communication with Mr. Heath and asked him to let the Planning Commission know how they can be of help in the exciting possibilities for the future of our city.

MINUTES: The minutes from the December 15, 2022 meeting were brought forward for approval. Mr. Thomas submitted a motion to approve, seconded by Mr. Shertz and duly carried. The minutes from the December 15, 2022 meeting were **APPROVED** as submitted.

REVISED SIGN PLAN – KOHL'S + SEPHORA – JD Sign Company for Kohl's Department Stores, Inc. – 128 West Dagsboro Road (H. Eure)

Mitchell Denim of JD Sign Company, a representative for the sign company out of Felton, DE, joined Mr. Henry Eure at the discussion table.

Mr. Eure addressed Mr. Heath, congratulated him and mentioned he has enjoyed working with Mr. Heath.

Mr. Eure presented the Staff Report. The applicant, JD Sign Company, on behalf of owner, has presented a Revised Sign Plan to incorporate a new sign Sephora, which has recently initiated a new partnership with Kohl's. Sephora is a beauty supply company.

A second wall sign and updated pylon sign are being proposed for the existing Kohl's department store. The applicant is seeking Planning Commission approval as required by the Zoning Code.

The Planning Commission approved a Final Comprehensive Development Plan for the existing building in September 2004. A Sign Plan, which included white individual channel letters with black returns, was approved in February 2005. The existing pylon sign, which included the colors white, black and burgundy were also approved at this same meeting.

The applicant now proposes to amend the existing Sign Plan by adding a 50 sq. ft. "Sephora" wall sign above the north entrance to the store. The sign will consist of white individual channel letters with black returns, similar to the existing "Kohl's" wall sign. Minor storefront renovations to distinguish the different occupancies is also proposed for the building. In addition, "Sephora" will be added to

the existing "Kohl's" pylon sign, and the background will be changed to black. The lettering for both will remain white. The size of the sign will not change.

Planning Staff supports the applicant's request to add the new wall sign, and reface the existing pylon sign. The changes are relatively minor in nature.

Staff recommends approval for the Revised Sign Plan as submitted. Mr. Denim had no additional comments.

Mr. Thomas entered a motion to approve the Revised Sign Plan as submitted seconded by Mr. Drew, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

DISCUSSION – Harbor Pointe Phase 3 Text Amendment (B. Soper)

Mr. Brian Soper read the memorandum. The owner has requested a text amendment to Phase 3 in Harbor Pointe. Currently the site is developed with one story cottages and a care home that was previously approved by the Planning Commission. The text amendment is bringing the language and code in line with what the Planning Commission has approved. The original outline of the PRD Phase 3 intended to be sold as one to three story condominiums. Proposed amendments will provide clarity to what was previously approved by the Planning Commission and allow for elderly and handicapped apartments. Setbacks will be established on the plat to be approved by the Planning Commission. Parking standards for this phase have also been updated.

Mr. Soper stated they updated the definition for permitted uses to include single-family, two-family, three-family and four-family buildings, which some are already existing. Added the care home permitted use which is already built and currently being renovated. Also, added apartment building for the elderly and handicapped. Nothing in Phase IV has been changed, these are commercial properties along Pemberton Drive. In addition, the developer has proposed to sub-divide out the duplex, single-family, and four-family structures that are existing. That sub-division plat will be before the Commission as a Preliminary next month. The perimeter setbacks that were established by the Code will be maintained. New setbacks will be established on the plat and any changes to the setbacks will require Planning Commission approval if they want to change that plat. Instead of listing the setbacks in the Code it is easier to have it on the plat and every time the plats change the Planning Commission would have to review it. Clarified the density for the care home in Phase III, the apartment building, and the one to four family cottages. Clarified the parking, as the structure changes and they move forward with proposed twenty-six (26) lots within Phase III. Another discussion ongoing is the modification to the height, not shown as changed in the packet. The developer is proposing to potentially see the need to meet capacity to have a four-story building. That would put the developer at 48 ft. to 50 ft., the current height requirement was 40 ft. The adjacent property to the north, Miller's Edge, was a 40 ft. height limitation; still working on that and it will be addressed before the Public Hearing.

Mr. Thomas asked if it was originally approved for the use, it is now. Mr. Soper responded it was initially approved for cottages to be sold as condominiums, then the Planning Commission approved the care home. The care home was defined as individual use in the code. Due to the change in the

past ten years, the care home fits perfectly within this use, in addition to the apartments for the handicap and elderly. Mr. Soper believes it will be a nice transitional setting to go from the cottages where someone is on their own, to the elderly handicap facility and then to the care home if needed. This is not an uncommon arrangement of buildings.

Chairman Dashiell asked about the density requirements. He asked if the facility would be a 100-unit care home. Mr. Soper responded that was correct. Chairman Dashiell also wanted to know if the apartment buildings would be separate. Mr. Soper answered yes, however, the apartment building has not been presented because the developer is covering potential development options in the future. The apartment building would be south of the care home. The Developer has completed projects in Virginia and they have similar foot prints and similar designs.

Chairman Dashiell stated there will be an apartment building with possibly 100-units and the care home with 100 units. Mr. Soper said the care home would have 87-units. He also added, parking at care homes is typically for employees and visitors, therefore, parking requirements reflect that need.

Mr. Shertz inquired about the height and wanted to know if that is directly related to the number of units increasing. Mr. Soper stated yes, they are still having discussions with the developer about that approach. Also looking forward to any potential zoning changes that may come from us. We may want a higher density to take up less footprint. We are thinking of stormwater management controls and the need for this type of housing in the area. This will be addressed again before the Public Hearing.

Mr. Soper mentioned there will be a public hearing and Preliminary Subdivision Plat to review for approval. Following that we would then advance the Public Hearing to City Council. At the same time, the Final Subdivision Plat would be coming back around that would be contingent on the text amendment approval and the Subdivision Plat could be approved. If the Council approves the text amendment, then we can move forward with recording the Subdivision Plat.

Mr. Thomas asked about the stormwater management, does it already exist Mr. Soper said the current care home is undergoing an addition, the stormwater management is included. The care home has been approved with some stormwater management controls to the current standard.

Chairman Dashiell asked Mr. Soper anything else he would like to add.

Mr. Soper stated about to prepare RFP for the comprehensive plan update. Will be going out to bids to vendors.

STAFF ANNOUNCEMENTS

Ms. Carter congratulated Mr. Health on his new position as Mayor of Salisbury. And I know you will do very well and will continue to serve the citizens of Salisbury.

Ms. Carter introduced a new staff member, Danielle Rogers. She is the new Department Assistant sitting in today. Getting training in regards to Commission as she is working with Janae Merchant.

Ms. Carter introduced Gary Pusey, he is here with us today. Mr. Pusey is our Planning Manager. We are happy to have him back with all his experiences and his return back to Wicomico County.

Chairman Dashiell welcomed Mr. Pusey back home to Wicomico County.

Ms. Hay stated her office always enjoyed working with Mr. Health. She looks forward to another compacity in which to work with Mr. Health.

Chairman Dashiell stated it is a wonderful team and it is always nice when players do not really move away just change hats.

Upon a motion by Mr. Health, seconded by Mr. Thomas, and carried unanimously, the Commission meeting was adjourned at 2:00 p.m.

The next regular Commission meeting will be on February 16, 2023.

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 and Zoning, and Community Development Office.

Charles "Chip" Dashiell, Chairman

Lori A. Carter, MBA, Secretary

Danielle Rogers, Recording Secretary



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MINUTES

The Salisbury-Wicomico County Planning and Zoning Commission ("Commission") met in regular session on February 16, 2023 in Room 301, Council Chambers, Government Office Building with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman
Jim Thomas, Vice Chairman
Mandel Copeland
Kevin Shertz

PLANNING STAFF:

Brian Soper, City of Salisbury, Department of Infrastructure and Development ("DID")
Henry Eure, DID
Amanda Rodriguez, DID
Lori A. Carter, MBA, Wicomico County Department of Planning, Zoning, and Community Development ("PZCD")
Janae Merchant, PZCD

Laura Hay, City of Salisbury, Department of Law
Andrew Illuminati, Wicomico County, Department of Law

The meeting was called to order at 1:30 p.m. by Chairman Dashiell.

Announcement: Chairman Dashiell

Chairman Dashiell offered his congratulations to Mr. Jim Thomas who has been reappointed to the Planning Commission. He thanked Mr. Thomas for his willingness to be on the Commission and for offering his comments and perspective. He acknowledged our gratitude for Mr. Thomas continuing in his position.

MINUTES: The minutes from the January 19, 2023 were brought forward for approval. Mr. Copeland abstained from approving the minutes, and Mr. Joe Holloway and Mr. Matt Drew were not in attendance. Chairman Dashiell announced there was not a quorum; therefore, January minutes will be reviewed and approved at the next meeting.

PUBLIC HEARING – TEXT AMENDMENT – City of Salisbury Zoning Code – Amending Title 17.136 – Planned Residential District No. 3B-Harbor Pointe Phases III and IV – to include new uses and revised development standards for Phase III. (B. Soper)

Mr. Henry Eure administered the oath to Mr. Brian Soper, Mr. Kevin Willis (from MCAP) and Mr. Tim Metzner (from Davis, Bowen and Friedel).

Ms. Laura Hay read the advertisement for the Public Hearing.

Mr. Soper presented the Staff Report.

The owner of Harbor Pointe Phase III submitted a request to amend Sections 17.136.010.B entitled "Purpose", 17.136.030 entitled "Permitted uses", and 17.136.050 entitled "Development standards", of the Salisbury City Code. These amendments would provide consistency and clarity with the existing and proposed development of Harbor Pointe Phase III. The mix of cottages, elderly and handicapped apartments, and a care home would be an appropriate development pattern to meet the current housing shortage and needs of residents.

Staff recommended the Planning Commission forward a favorable recommendation to the Mayor and City Council for the proposed amendments as shown in Attachment 2 and on the findings in the Staff Report.

Mr. Kevin Shertz asked if there were any changes since last month's discussion and/or if anything affected the later agenda item, the Harbor Pointe Preliminary Subdivision Plat Approval. Mr. Soper indicated some of the cottages already existed, they needed to establish the lots surrounding them. The care home is already existing and under renovations, needs a lot drawn around that and an additional lot for an elderly and handicapped building which has not been submitted for review.

Mr. Thomas moved for a favorable recommendation be forwarded to the Mayor and City Council for the Proposed Amendment as shown in Attachment 2, seconded by Mr. Shertz, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

Chairman Dashiell closed the Public Hearing at 1:43 p.m.

PROPOSED AGRICULTURAL DISTRICT – Austin & Brooke Meredith Easement Application – Race Bridge Road in Parsonsburg, Maryland – M-22, G-17, P-29 (B. Zito)

Mr. Ben Zito presented the Staff Report.

The applicants filed an application to sell an easement on property on Race Ridge Road to Maryland Agricultural Land Preservation Foundation ("MALPF"). The property size is 63.34 acres.

Mr. Zito explained the qualifying criteria for participation in the MALPF Program, they are as follows:

Criterion #1: The land is currently being used for producing food or fiber or has the capability to do so.

Criterion #2: The majority of the land area of any district should consist of either of USDA Soil Capability Classes I, II, and III; USDA Woodland Groups 1 & 2; or at least 60 percent of the two (2) classifications combined.

Criterion #3: An Agricultural Easement generally should not be less than 50 contiguous acres, unless certain conditions are met.

Criterion #4: Land within the boundaries of a 10-year water and sewerage service district may be included in an Agricultural Easement only if it is outstanding in productivity and of significant size.

The Planning Staff recommended the Planning Commission forward a favorable recommendation to the County Council for support of the sale of an Agricultural Land Preservation Easement on the Meredith property based on compliance with the County Comprehensive Plan.

Mr. Thomas moved for a favorable recommendation to the Council for the support of a sale of the Agricultural Land Preservation Easement on the Meredith property based on compliance with the County Comprehensive Plan. The motion was seconded by Mr. Copeland, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

PROPOSED AGRICULTURAL DISTRICT – Quinn Johnson Easement Application – Nanticoke Road (MD. Rte. 349) & N. Upper Ferry Road in Salisbury, Maryland – M-36, G-23, P-226 and P-360 (B. Zito)

Mr. Ben Zito was joined by Troy Johnson (Quinn Johnson Properties). Mr. Zito presented the Staff Report.

The applicant filed an application to sell an easement on property on the intersection of Nanticoke Road (MD Rte. 349) and N. Upper Ferry Road to Maryland Agricultural Land Preservation Foundation ("MALPF"). The property size is 66.65 acres.

Mr. Zito explained the qualifying criteria for participation in the MALPF Program, they are as follows:

Criterion #1: The land is currently being used for producing food or fiber or has the capability to do so.

Criterion #2: The majority of the land area of any district should consist of either of USDA Soil Capability Classes I, II, and III; USDA Woodland Groups 1 & 2; or at least 60 percent of the two (2) classifications combined.

Criterion #3: An Agricultural Easement generally should not be less than 50 contiguous acres, unless certain conditions are met.

Criterion #4: Land within the boundaries of a 10-year water and sewerage service district may be included in an Agricultural Easement only if it is outstanding in productivity and of significant size.

The Planning Staff recommended the Planning Commission forward a favorable recommendation to the County Council for support of the sale of an Agricultural Land Preservation Easement on the Johnson property based on compliance with the County Comprehensive Plan.

Mr. Thomas moved for a favorable recommendation to the County Council for the support of a sale of the Agricultural Land Preservation Easement on the Johnson property based on compliance

with the County Comprehensive Plan. The motion was seconded by Mr. Shertz, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

PRELIMINARY SUBDIVISION PLAT APPROVAL – HARBOR POINTE – MCAP Salisbury, LLC, rep. by Davis, Bowen & Friedel, Inc. – Harbor Pointe Dr. – Planned Residential District No. 3B-Harbor Pointe Phases III and IV – M-0113, G-0019, P-1134, Lot-PAR A - #21-012 (B. Soper)

Mr. Brian Soper was joined by Mr. Kevin Willis (from MCAP) and Mr. Tim Metzner (from Davis, Bowen and Friedel). Mr. Soper presented the Staff Report.

The applicant proposed to subdivide Harbor Pointe Phase 3 into twenty-six (26) lots consisting of twenty-four (24) cottages, a care home, and an apartment building for the elderly and handicapped. Currently, twelve (12) cottages and the care home are existing on the parcel and are served by private roads.

The Planning Staff recommended approval of the Preliminary Subdivision Plat for Harbor Pointe Phase 3, subject to the four (4) conditions listed below.

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. This approval is subject to further review and approval by the Salisbury DID and other applicable agencies.

Mr. Soper added condition five (5) stating the Plat cannot be recorded until the Text Amendment is approved.

Mr. Willis added, the proposed subdivision does not impact the way the site is proposed to be developed, it is the reorganization of the lot lines to allow for fee simple transfer of title if they wish to pursue this strategy in the future.

Chairman Dashiell inquired about the status of Phases I and II. Mr. Soper said these Phases are single family homes along the river and are basically completed except for one (1) or two (2) lots.

Mr. Thomas entered a motion to approve the Preliminary Subdivision Plat for Harbor Pointe Phase III subject to the four (4) conditions mentioned in the Staff Report and adding number five (5) which stated the Plat cannot be recorded until the Text Amendment is approved. The motion was seconded by Mr. Copeland, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

FINAL SUBDIVISION PLAT APPROVAL – THE CROSSING AT SUMMIT POINTE – Gulf Star Properties, LLC, rep. by Vista Design, Inc. – Beaglin Park Dr., Parker Rd., and Old Ocean City Rd. – R-10A Residential Zoning District – M-0038, G-0012, P-0295 - #19-038 (H. Eure)

Mr. Henry Eure was joined by Mr. Steve Engel (Vista Design Inc., Engineer of Record). Mr. Eure reminded the Commission they granted Final Comprehensive Development Approval in May 2022. Mr. Eure presented the Staff Report.

The applicants, on behalf of the owners, proposed to subdivide the three (3) parcels into 209 townhouse lots, ranging in size from 2,120 sq. ft. to 6,335 sq. ft. There are six (6) remaining parcels which are devoted to common areas, stormwater management, and forest conservation. These range in size from 1.27 acres to 5.62 acres.

Chairman Dashiell asked Mr. Eure to identify the remaining parcels on the map. Mr. Soper assisted in pulling up the correct screen. Mr. Eure indicated the remaining parcels are the Parcels labeled A – F on the attachments.

The Planning Staff recommended approval of the Preliminary/Final Subdivision for The Crossing at Summit Pointe subject to the five (5) conditions listed below.

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. This approval is subject to further review and approval by the Salisbury DID.

Mr. Engel added the construction plans have been approved by the Public Works Department.

Chairman Dashiell mentioned this is a significant development and an addition to the improvements within our City.

Mr. Shertz inquired about the entrance on Parker Road, will it receive a traffic review from the County. Mr. Eure said since it's a County road, he is not sure if it was one of the conditions in previous submissions. Mr. Engel said a traffic study was completed for both entrances in accordance with requirements of Maryland State Highway Administration ("SHA") and the County approved the traffic study. The improvements are shown on the construction drawings.

Mr. Shertz indicated he does not see any mention of a recreational facility, sidewalks or pedestrian trails in the attachments. Mr. Engel directed our attention to the display screen and said the open space area that runs through the center of the site, the greenway, there are sidewalks that connect and benches for people to sit on. Mr. Shertz asked if there should be a condition six (6) to address recreational areas since it was mentioned in condition four (4).

After a conversation between Chairman Dashiell and Mr. Eure about the status of and follow up of recreational areas, it was decided to add an additional condition to assist the developers in a clearly understanding the task at hand.

Mr. Shertz asked when the creation of the Homeowner's Association will occur. Mr. Eure is not aware of when that will take place. Ms. Hay clarified the developer is responsible for operating the Homeowner's Association until the project is approximately 60% completed, at which time the operation responsibility turns over to the owners.

Mr. Thomas brought up the fact the subdivision is very large to have only two entrances, one on Parker Road and the other on Beaglin Park Road. He also mentioned Beaglin Park Drive is accumulating more traffic and he'd like to know how it was addressed in the traffic study. Mr. Engel stated the requirements for the traffic study are dictated by SHA and were met by the traffic group, therefore, the entrances were approved with no additional comments on the amount of traffic.

Chairman Dashiell requested historical information on the landscaping issue from May 2022. Mr. Eure said there was not a landscaping plan for the individual townhomes, the approval was left up to Salisbury DID. Chairman Dashiell confirmed the approval is being left with the professional planners to insure there is adequate landscaping provided. Chairman Dashiell and Mr. Eure agree this project is highly visible and the City would want everyone who sees it appreciates what is seen. Chairman Dashiell is curious to find out what the professionals have done regarding the traffic concerns that will affect nearby neighborhoods; he wants to make sure it is successful for everyone.

Mr. Thomas entered a motion to approve the Preliminary/Final Subdivision for The Crossing at Summit Pointe subject to the five (5) conditions mentioned in the Staff Report and adding number six (6) adequate pedestrian connectivity and recreational amenities shall be provided and subject to Staff review and approval. The motion was seconded by Mr. Copeland, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

PRELIMINARY COMPREHENSIVE DEVELOPMENT PLAN – WAWA SERVICE STATION-JOHN DEERE DRIVE – Red Salisbury, LLC, rep. by Parker & Associates, Inc. – John Deere Drive at Hobbs Road – Mixed Use Non- Residential District – M-0039, G-0010, P-0038, Lots-11 & 12 - #22-032 (A. Rodriquez)

Mr. Henry Eure was joined by Mr. Brian Soper, Ms. Amanda Rodriquez and Trevor Schiavone (Parker and Associates). Mr. Eure introduced Ms. Rodriquez to the Commission, she has been with the City for five (5) months and previously with the Planning and Zoning Department. Ms. Rodriquez presented the Staff Report.

Parker and Associates, on behalf of the owner, has submitted a narrative, a Site Plan, and floor plan and building elevations for preliminary comprehensive development plan review. The applicants propose to construct a 5,985 +/- square foot convenience store with fuel sales; eight (8) fuel pumps are proposed for this location. In May 2020, both lots 11 and 12 were annexed into the municipal limits of the City of Salisbury.

Staff presented the Comprehensive Development Plan. These included the Site Plan, Development Schedule, Community Impact Statement, Statement of Intent to Proceed and Financial Capability, Building Elevations, Sign Plan, Landscaping Plan, Stormwater Management and Forest Conservation Program.

The Planning Staff recommended approval of the Preliminary Comprehensive Development Plan for Wawa at John Deere Drive subject to the seven (7) conditions listed below.

1. The site shall be developed in accordance with a Final Comprehensive Development Plan Approval that meets all Code Requirements. Minor plan adjustments may be approved by the Salisbury DID.
2. Provide a detailed signage plan for approval by the Planning Commission prior to issuance of

sign permits.

3. Indicate the addition of two (2) bicycle parking spaces per the standards prescribed in Chapter 17.196.060.
4. Parking lot lighting shall comply with City standards.
5. Provide a detailed landscaping plan prior to Final Comprehensive Development Plan approval.
6. An approved Resubdivision Plat to consolidate Lots 11 and 12 must be recorded prior to construction.
7. This approval is subject to further review and approval by the Salisbury DID and the Salisbury Fire Department.

Mr. Eure offered a change to condition two (2) to read “issuance of sign permits” instead of “building permits.”

Mr. Shertz asked if there were any concerns with the interface of John Deere Drive and the entrance to the parking lot. He also inquired if there are any confirmations this will be a smooth transition with traffic on Route 50 and entering into the parking lot. Mr. Schiavone responded stating the development team chose this property because of its location and accessibility from Route 50. Mr. Soper added, Transportation comments will be addressed in the engineering review process which will be at their next submittal. Chairman Dashiell wanted to know who weighs in on this topic, Mr. Soper said it will be the Transportation Manager and SHA.

Mr. Thomas entered a motion to approve the Preliminary Comprehensive Development Plan, Wawa Service Station on John Deere Drive, including the amendment to condition two (2) changing “building permits” to “sign permits”, and the addition of condition number eight (8) the Waiver of Community Impact Statement, Statement of Intent to Proceed and Financial Capability. The motion was seconded by Mr. Copeland, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

ZONING RECOMMENDATION FOR ANNEXATION – 900, 902, AND 904 WEST ROAD – Diya Patel Properties XIV, LLC, rep. by Parker & Associates, Inc. – General Commercial – M-0038, G-0001, P-0346, Block-A, Lots-11, 12, & 13 (B. Soper)

Mr. Brian Soper was joined by Trevor Schiavone (Parker and Associates). Mr. Soper presented the Staff Report.

The applicant has submitted a letter and petition for annexation of 900, 902, 904 West Road and City Administration has referred the request to the Planning Commission for review and recommendation of an appropriate zoning designation. The properties are located on the west side of West Road and north of Booth Street. The combined area of the three (3) parcels totals 34,664.69 sq. ft. (0.80 acres); all lots have frontage on West Road.

The Planning Staff recommended the Planning Commission forward a Favorable recommendation to the Mayor and City Council for this property to be zoned General Commercial upon annexation, with condition listed below.

1. The lots shall be consolidated into one (1) lot or parcel.

A discussion between Chairman Dashiell and Mr. Soper occurred concerning the type of zoning

for this property. Mr. Brock Parker, from Parker and Associates, had suggested R-8 Residential, however, Mr. Soper believes C-2 General Commercial is consistent with the Future Land Use Plan and the Commercial zoning is consistent with the County's zoning.

Mr. Shertz recommended, if a favorable recommendation is made, Attachment 7 be removed from what is being approved so it cannot be argued we approved the apartment building showing in Attachment 7. Ms. Hay believes the purpose is to determine what the property will be zoned, not specifically what will be on the property. Mr. Soper added, if the Commission forwards a favorable recommendation for the zoning to the Council, it does not approve the layout.

Mr. Thomas entered a motion to forward a favorable recommendation to the Mayor and City Council for this property to be zoned General Commercial upon annexation subject to the one (1) condition mentioned in the Staff Report; seconded by Mr. Shertz, and duly carried, the Commission approved the plan.

Chairman Dashiell stated the motion was **APPROVED**.

STAFF ANNOUNCEMENTS

Mr. Thomas reiterated his concern about traffic on Beaglin Park Drive. Several approvals have been submitted in the last year that will cause additional traffic in this area. Mr. Soper added extensive studies were done for previous projects and it went through the proper channels. Transportation is part of the Planning Team so we are working closely with one another.

Mr. Soper congratulated Mr. Thomas on his reappointment to the Commission. In preparation for next month, there will be a Public Hearing for a minor text amendment, review of Homeowner's Association ("HOA") documents for Johnson's Retreat and he believes there will be a few more.

Mr. Shertz asked if there is a timeline for when we will be replacing Mayor Heath on the Commission. Ms. Lori Carter responded saying a representative, Muir Bodha, will be joining us for the March meeting.

Ms. Carter thanked everyone for their participation and holistic planning. On behalf of Ms. Carter's family, she thanked everyone for the flowers sent for her godmother who passed away. Chairman Dashiell added she was in our thoughts and knew Ms. Carter was very close to her and a meaningful influence in her life.

Chairman Dashiell thanked the Commissioners for their faithfulness and added that he understands when they have other obligations. The Commission is better when there are seven (7) and when there is four (4), the Commission is pretty good; but he prefers when they are closer to seven (7).

Upon a motion by Mr. Thomas, seconded by Mr. Copeland, and carried unanimously, the Commission meeting was adjourned at 3:00 p.m.

The next regular Commission meeting will be on March 16, 2023.

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 and Zoning, and Community Development Office.

Charles “Chip” Dashiell, Chairman

Lori A. Carter, MBA, Secretary

Janae Merchant, Recording Secretary



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of March 16, 2023

I. BACKGROUND INFORMATION:

Applicant: Laws, Insley & Benson, P.A.

Infrastructure and Development Project No.: 202300047

Nature of Request: Public Hearing - Text Amendment - To amend Title 17, Zoning Section 17.72.020A. – Permitted Uses

II. REQUEST:

Laws, Insley & Benson, P.A., on behalf of Artistic Creations, Inc., has submitted a request to amend the text of Title 17, Zoning to include the following language (**Attachment 1**):

In Section 17.76.020 A. 35.: Service, rental or repair establishment.

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation (within six (6) months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code Text Amendments (by Ordinance).

III. DISCUSSION:

The proposed amendment to allow a service or repair establishment within the Light Industrial Zoning District would be similar in nature to other uses already permitted either inherently or by special exception within the district. Currently, “service-type” uses, such as restaurants, daycare centers, hairdressers, repair shops, and automotive services, to name a few are permitted in the Light Industrial Zoning District. Adding “service or repair establishment” as an inherently permitted use would be a natural progression in

amending the Zoning Code to include more services in the Light Industrial zoning district. As the majority of the Light Industrial district is located in the Northwood Drive area, the proposed amendment to provide additional service-type uses will help cater to employees who work not only in this district but also in nearby General Commercial and Industrial Park zoning districts.

IV. PLANNING AND ZONING:

Since the current edition of the Salisbury Zoning Code was written in 1983, there have been changes in the perception of tattoos, both on a national and local level. The industry has made a dynamic shift to cultural acceptance of tattoos, which includes cosmetic and medical tattoos; a service which will be offered at the applicant's establishment. At the time the Zoning Code was written, a service such as a tattoo parlor was never considered, and was not listed as a specific permitted use anywhere in the City, although similar types of services are allowed in various zoning districts. Despite the fact that several services are permitted in the Light Industrial district, other appropriate service uses are currently not listed as a permitted use. The proposed amendment will help to correct this oversight.

V. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a **Service, rental or repair establishment** in the Light Industrial zoning district, as follows:

AMEND SECTION 17.76.020 A. Permitted Uses, by adding the following item:

35. Service, rental or repair establishments, limited to laundry or laundromat, automobile rental, car wash, appliance repair, equipment or instrument repair or rental, dry-cleaning pickup station, pet-grooming shop, upholstery shop, tailor, and tattoo parlor.

LAW OFFICES

LAWS, INSLEY & BENSON, P.A.

WADE H. INSLEY, III
-Of Counsel-

VICTOR H. LAWS, III
ROBERT A. BENSON

ALISON I. GETTY
NATHAN K. LONG

209 EAST MAIN STREET

P.O. BOX 75

SALISBURY, MARYLAND 21803-0075

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RICHARD E. CULLEN
(1914-1993)

VICTOR H. LAWS
(1919-2017)

Writer's E-Mail Address:
viclaws@shore-lawyers.com

Via Hand Delivery
January 19, 2023

Mr. Henry Eure
Project Manager, Department of Infrastructure and Development
City of Salisbury
125 North Division Street, Room 202
Salisbury, Maryland 21801

Dear Henry:

Following up our telephone conversation, this office represents Artistic Creations, Inc., a Maryland corporation engaged in tattoo artwork and related services. The corporation has leased premises located at 620-B Naylor Mill Road in Salisbury located in the Light Industrial zoning district. The Light Industrial district makes no provision for tattoo studios as a permitted use, use by special exception or use by ordinance permit. None of the City of Salisbury zoning districts deal with tattoo artistry and related services specifically, even though a number of such businesses are located in the city and tattooing practices have become much more prevalent in recent years.

For these reasons, our client asks the city to adopt a text amendment to permit such uses in the Light Industrial district. One way forward would be to add to the list of permitted uses in the Light Industrial district a provision for "service or repair establishments" similar to the use allowed in the general commercial district found at 17.36.20.A(31) of the zoning code.

I am enclosing a check for \$200.00 which I understand is the application fee to seek a text amendment. If you need other or further information to move this application forward, please let me know. Please also advise as to the date that this will go to the planning commission; I understand March 16 is a likely date.

Attachment 1

Mr. Henry Eure
Project Manager, Department of Infrastructure and Development
City of Salisbury
January 19, 2003
Page 2

Thanks for your courtesy and cooperation.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "VHLIII", with a long horizontal flourish extending to the right.

Victor H. Laws, III

VHLIII/cms
Enclosure
File No. 44,157

cc: Artistic Creations, Inc.



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

Julie M. Giordano
County Executive

Bunky Luffman
Director of Administration

STAFF REPORT

MEETING OF MARCH 16, 2023

MARYLAND AGRICULTURAL PRESERVATION EASEMENT APPLICATION RECOMMENDATION TO COUNTY COUNCIL

I. PROPOSED AGRICULTURAL DISTRICT

NAME: Riverton Farms, LLC Easement Application

Location: Riverton Road, Mardela Springs, Maryland
County Tax Map #05, Parcel #13, Grid #11

Size: 83.35 Acres

II. INTRODUCTION

An application has been filed by Riverton Farms, LLC to sell an easement on property on Riverton Road to the Maryland Agricultural Land Preservation Foundation (**Attachments #1-3**).

Maryland's Agricultural Land Preservation Program requires the Planning Commission's review of applications to sell Agricultural Land Preservation Easements. The duties of the Planning Commission are as follows:

1. To advise County Council if the easement is compatible with existing and approved County Plans and overall County policy; and,
2. To recommend to County Council if an easement should be created.

Planning & Zoning Commission
Natural Resources Conservation Advisory Committee
Metropolitan Planning Organization
Shore Housing Resource Board

Wicomico County Board of Appeals
Historic District Commission
Agricultural Reconciliation Committee
Agricultural Land Preservation Advisory Board

III. MARYLAND PROGRAM SUMMARY

The following is a brief overview of Maryland's Agricultural Land Preservation Program. Participation in the program is entirely voluntary on the part of landowners:

- * Agricultural Land Preservation Easements may be sold by landowners whose land meets eligibility requirements of the Maryland Agricultural Land Preservation Foundation;
- * An Agricultural Easement is perpetual and the land must be kept in agriculture. The subdivision and development of land for residential, commercial or industrial purposes is prohibited;
- * Support on an easement application is an official acknowledgment from the County and Foundation that farming is the preferred use of the land, which may aid farmers in defending against nuisance complaints.

IV. EASEMENT CRITERIA

The qualifying criteria of the Foundation for sale of easements under the provisions of the Maryland Program are:

- * Criterion #1: The land is currently being used for producing food or fiber or has the capability to do so.
The land has the capability to produce food and/or fiber.
- * Criterion #2: The majority of the land area of any district should consist of either of USDA Soil Capability Classes I, II, and III; USDA Woodland Groups 1 & 2; or at least 60 percent of the two classifications combined.
The site contains 91.1 percent Class I, II, III and Woodland Group I and II soils.
- * Criterion #3: An Agricultural Easement generally should not be less than 50 contiguous acres, unless certain conditions are met.
The total size of the proposed easement is 83.35 acres.
- * Criterion #4: Land within the boundaries of a 10-year water and sewerage service district may be included in an Agricultural Easement only if it is outstanding in productivity and of significant size.
The property is not located within the boundaries of a 10-year water and sewer service district. The closest district is that of Sharptown located 2.3 miles north.

V. WICOMICO COUNTY COMPREHENSIVE PLAN

The County Comprehensive Plan identifies the following policies, which pertain to agriculture/resource areas:

1. Support the agricultural industry and associated jobs.

2. Afford agricultural uses with maximum protection and freedom from nuisance complaints in zoning regulations and through “right to farm” ordinances.
3. Give priority to public improvements directed toward agriculture related uses.

In addition, with the adoption of the 2017 Comprehensive Plan, a Priority Preservation Area was adopted that includes all the A-1 Agricultural-Rural zoned areas of the County.

The Plan’s Overall Development Policy concerning the formation of Agricultural Land Preservation Easements provides for their sale on farmland situated in the agricultural/resource areas when consistent with the criteria set forth in the Maryland Agricultural Land Preservation Act. The property is in an area designated as Agriculture/Resource and within the Priority Preservation Area in the County Plan, which encourages the sale of Agricultural Preservation Easements. In addition, the property is zoned Agricultural-Rural and is located in a predominantly agricultural area.

VI. ELIGIBILITY TO SELL AND EASEMENT

Planning Staff finds that the proposed easement meets the minimum criteria established by the Agricultural Land Preservation Foundation for the sale of an easement regarding location, size and soils suitability.

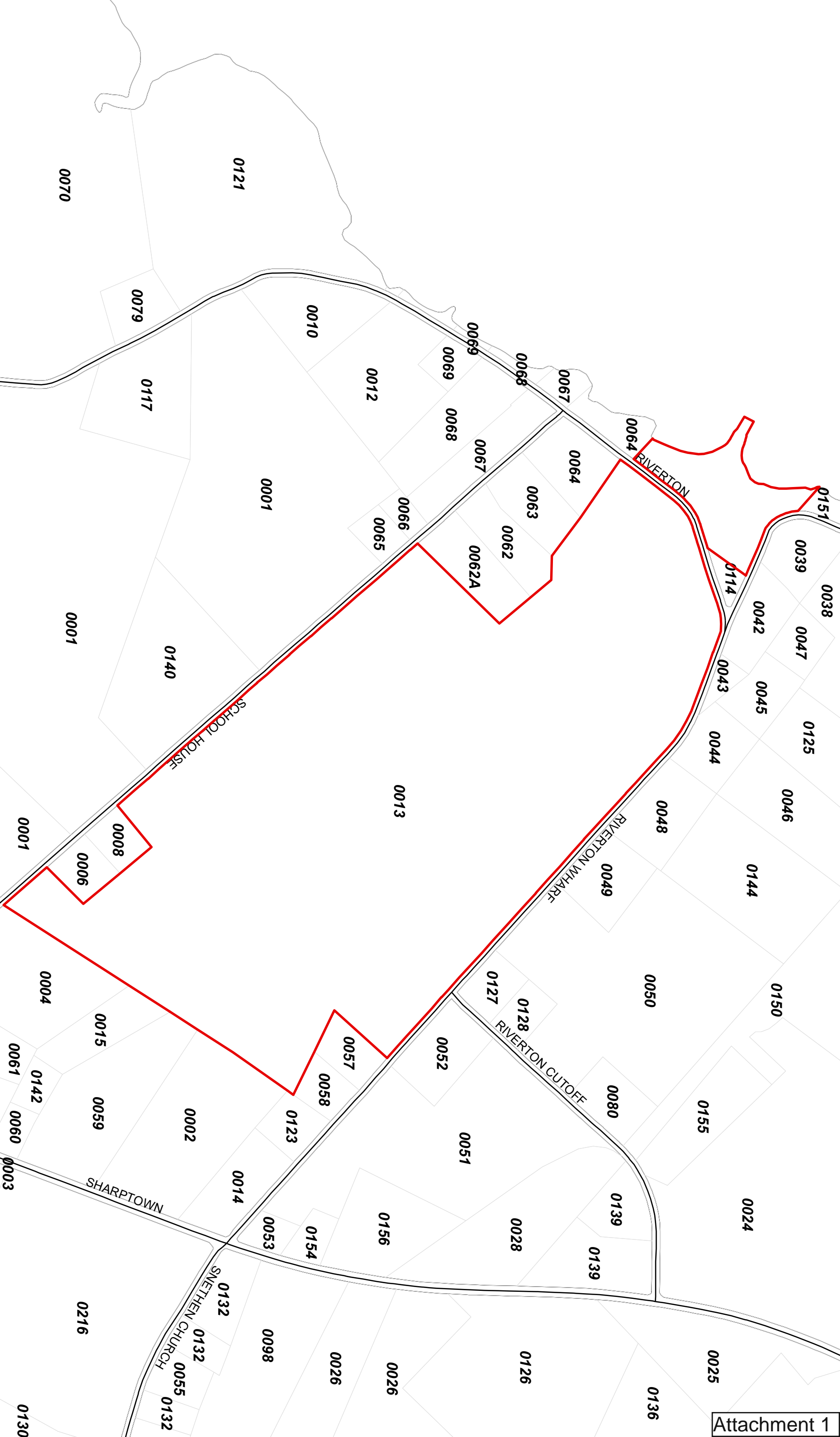
VII. COUNTY AGRICULTURAL ADVISORY BOARD ACTION

State Law requires that the Wicomico County Agricultural Land Preservation Advisory Board review potential easements regarding soils suitability, farm size, and other criteria described in Section IV. Staff will recommend that the Board forward a Favorable recommendation to the Council for the support of the sale of an Agricultural Land Preservation Easement on the Riverton Farms, LLC property as it meets the minimum requirement for size, soils suitability, and current production status. A Board meeting will be scheduled at a future date.



















VIII. PLANNING COMMISSION ACTION

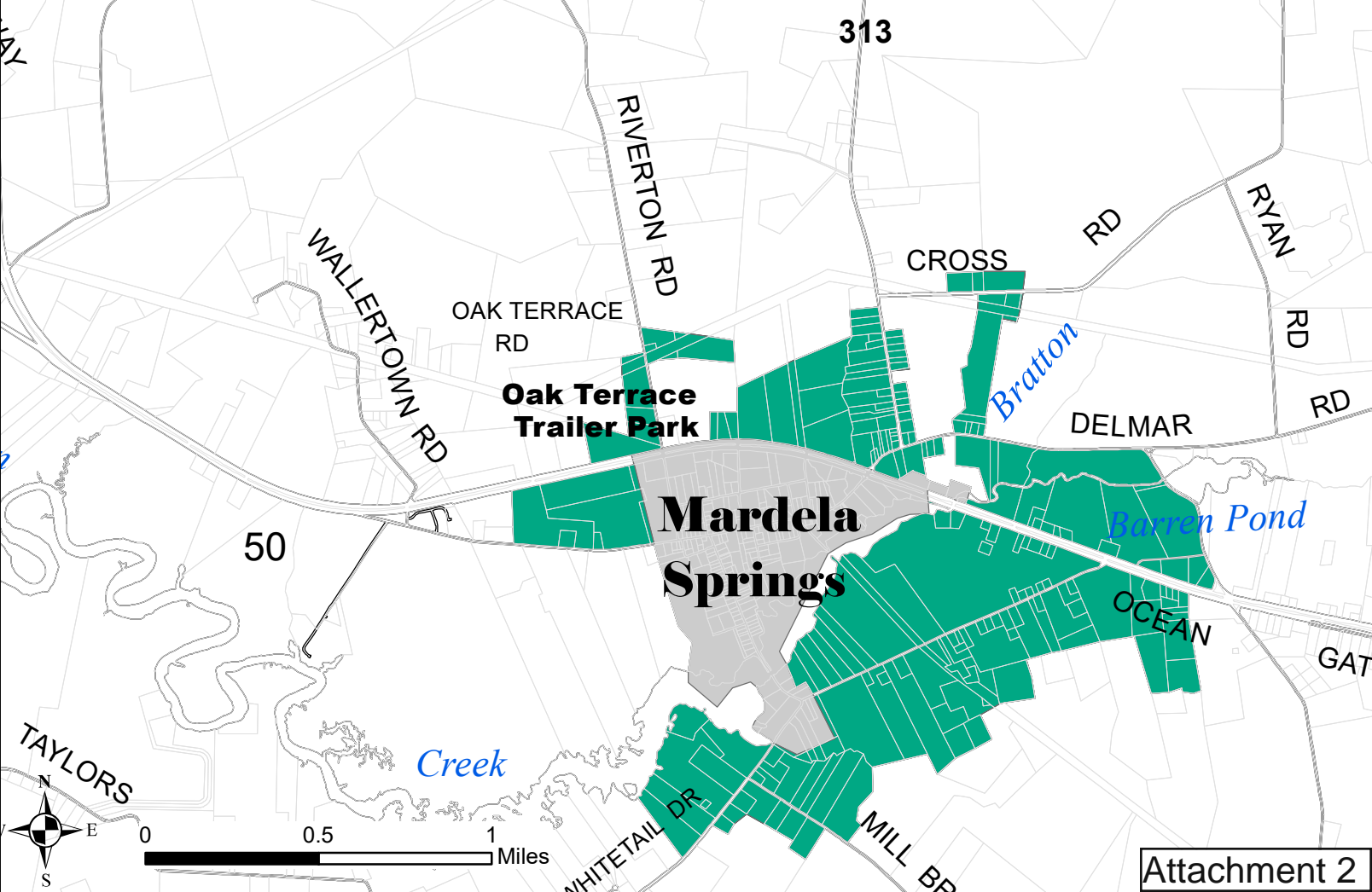
State Law requires that the Wicomico County Planning Commission review the request for consideration of the location of the proposed easement. The Riverton Farms, LLC property is in an area designated Agriculture/Resource by the Comprehensive Plan and in the Agricultural-Rural zoning district. Staff recommends that the Commission forward a **Favorable** recommendation to the Council for support of the sale of an Agricultural Land Preservation Easement on the Riverton Farms, LLC property based on compliance with the County Comprehensive Plan.

COORDINATOR: Ben Zito, Planner
DATE: March 6, 2023



Wicomico County Zoning

-  A - 1 Agricultural - Rural
-  Airport Business Park
-  C - 1 Select Commercial
-  C - 2 General Commercial
-  C - 3 Regional Commercial
-  CID Corporate Industrial District
-  I - 1 Light Industrial
-  I - 2 Heavy Industrial
-  LB - 1 Light Business & Institutional
-  LB - 2 Light Business & Residential
-  R - 8 Residential
-  R - 15 Residential
-  R - 20 Residential
-  R - 30 Residential
-  REC Residential, Educational & Cultural
-  TT Town Transitional
-  VC Village Conservation
-  Municipality





Nanticoke River

Riverton Rd

Whitcomb Rd

Riverton Crt Off

316 Sharptown Rd



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WICOMICO COUNTY, MARYLAND

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT
125 N. DIVISION STREET, ROOM 203
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PHONE: 410-548-4860 | FAX: 410-548-4955

Julie M. Giordano
County Executive

Bunky Luffman
Director of Administration

STAFF REPORT

MEETING OF MARCH 16, 2023

MARYLAND AGRICULTURAL PRESERVATION EASEMENT APPLICATION RECOMMENDATION TO COUNTY COUNCIL

I. PROPOSED AGRICULTURAL DISTRICT

NAME: Troy & Quinn Johnson Easement Application

Location: N. Upper Ferry Road & Pratt Road, Salisbury, Maryland
County Tax Map #36, Parcel #229, Grid #23;
County Tax Map #36, Parcel #361, Grid #23

Size: 116.25 Acres

II. INTRODUCTION

An application has been filed by Quinn Johnson to sell an easement on property on N. Upper Ferry Road and Pratt Road to the Maryland Agricultural Land Preservation Foundation (**Attachments #1-4**).

Maryland's Agricultural Land Preservation Program requires the Planning Commission's review of applications to sell Agricultural Land Preservation Easements. The duties of the Planning Commission are as follows:

1. To advise County Council if the easement is compatible with existing and approved County Plans and overall County policy; and,
2. To recommend to County Council if an easement should be created.

Planning & Zoning Commission
Natural Resources Conservation Advisory Committee
Metropolitan Planning Organization
Shore Housing Resource Board

Wicomico County Board of Appeals
Historic District Commission
Agricultural Reconciliation Committee
Agricultural Land Preservation Advisory Board

III. MARYLAND PROGRAM SUMMARY

The following is a brief overview of Maryland's Agricultural Land Preservation Program. Participation in the program is entirely voluntary on the part of landowners:

- * Agricultural Land Preservation Easements may be sold by landowners whose land meets eligibility requirements of the Maryland Agricultural Land Preservation Foundation;
- * An Agricultural Easement is perpetual and the land must be kept in agriculture. The subdivision and development of land for residential, commercial or industrial purposes is prohibited;
- * Support on an easement application is an official acknowledgment from the County and Foundation that farming is the preferred use of the land, which may aid farmers in defending against nuisance complaints.

IV. EASEMENT CRITERIA

The qualifying criteria of the Foundation for sale of easements under the provisions of the Maryland Program are:

- * Criterion #1: The land is currently being used for producing food or fiber or has the capability to do so.
The land has the capability to produce food and/or fiber.
- * Criterion #2: The majority of the land area of any district should consist of either of USDA Soil Capability Classes I, II, and III; USDA Woodland Groups 1 & 2; or at least 60 percent of the two classifications combined.
The site contains 94.5 percent Class I, II, III and Woodland Group I and II soils.
- * Criterion #3: An Agricultural Easement generally should not be less than 50 contiguous acres, unless certain conditions are met.
The total size of the proposed easement is 116.25 acres.
- * Criterion #4: Land within the boundaries of a 10-year water and sewerage service district may be included in an Agricultural Easement only if it is outstanding in productivity and of significant size.
The property is not located within the boundaries of a 10-year water and sewer service district. The closest district is that of Salisbury located 3.2 miles east.

V. WICOMICO COUNTY COMPREHENSIVE PLAN

The County Comprehensive Plan identifies the following policies, which pertain to agriculture/resource areas:

1. Support the agricultural industry and associated jobs.

2. Afford agricultural uses with maximum protection and freedom from nuisance complaints in zoning regulations and through “right to farm” ordinances.
3. Give priority to public improvements directed toward agriculture related uses.

In addition, with the adoption of the 2017 Comprehensive Plan, a Priority Preservation Area was adopted that includes all the A-1 Agricultural-Rural zoned areas of the County.

The Plan’s Overall Development Policy concerning the formation of Agricultural Land Preservation Easements provides for their sale on farmland situated in the agricultural/resource areas when consistent with the criteria set forth in the Maryland Agricultural Land Preservation Act. The property is in an area designated as Agriculture/Resource and within the Priority Preservation Area in the County Plan, which encourages the sale of Agricultural Preservation Easements. In addition, the property is zoned Agricultural-Rural and is located in a predominantly agricultural area.

VI. ELIGIBILITY TO SELL AND EASEMENT

Planning Staff finds that the proposed easement meets the minimum criteria established by the Agricultural Land Preservation Foundation for the sale of an easement regarding location, size and soils suitability.

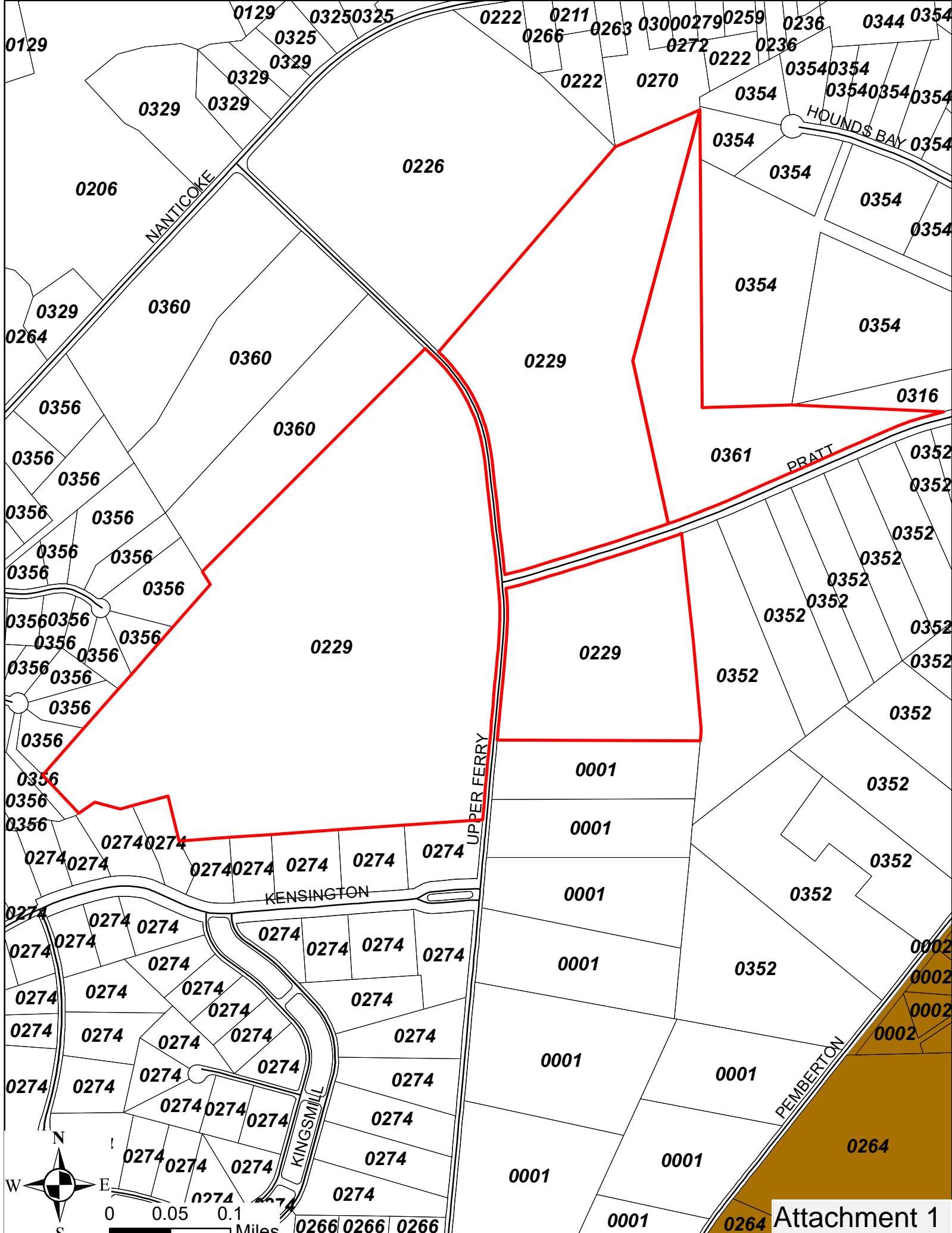
VII. COUNTY AGRICULTURAL ADVISORY BOARD ACTION

State Law requires that the Wicomico County Agricultural Land Preservation Advisory Board review potential easements regarding soils suitability, farm size, and other criteria described in Section IV. Staff will recommend that the Board forward a Favorable recommendation to the Council for the support of the sale of an Agricultural Land Preservation Easement on the Johnson property as it meets the minimum requirement for size, soils suitability, and current production status. A Board meeting will be scheduled at a future date.



















VIII. PLANNING COMMISSION ACTION

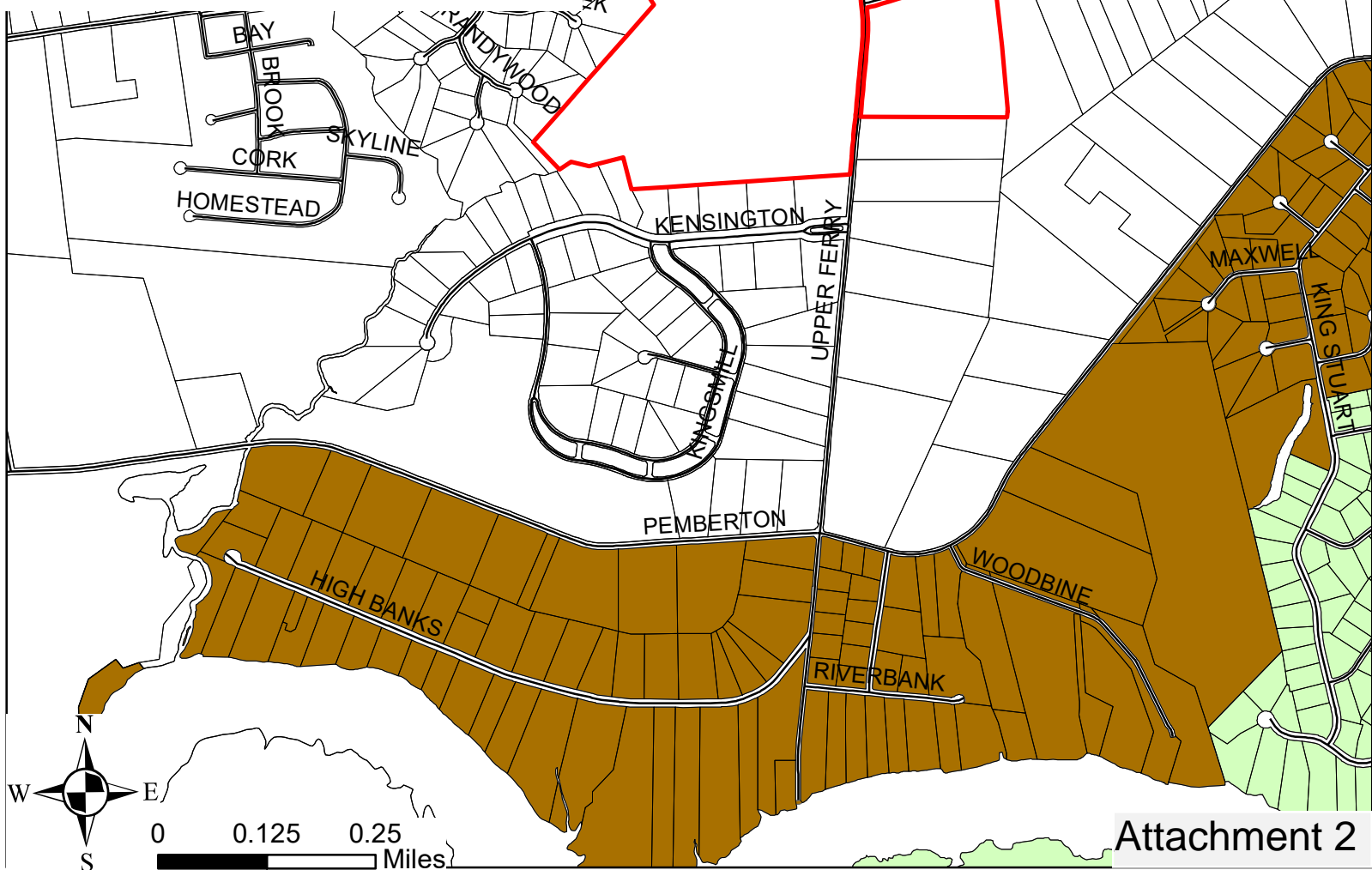
State Law requires that the Wicomico County Planning Commission review the request for consideration of the location of the proposed easement. The Johnson property is in an area designated Agriculture/Resource by the Comprehensive Plan and in the Agricultural-Rural zoning district. Staff recommends that the Commission forward a **Favorable** recommendation to the Council for support of the sale of an Agricultural Land Preservation Easement on the Johnson property based on compliance with the County Comprehensive Plan.

COORDINATOR: Ben Zito, Planner
DATE: March 1, 2023



Wicomico County Zoning

-  A - 1 Agricultural - Rural
-  Airport Business Park
-  C - 1 Select Commercial
-  C - 2 General Commercial
-  C - 3 Regional Commercial
-  CID Corporate Industrial District
-  I - 1 Light Industrial
-  I - 2 Heavy Industrial
-  LB - 1 Light Business & Institutional
-  LB - 2 Light Business & Residential
-  R - 8 Residential
-  R - 15 Residential
-  R - 20 Residential
-  R - 30 Residential
-  REC Residential, Educational & Cultural
-  TT Town Transitional
-  VC Village Conservation
-  Municipality





Nanticoke Rd

349

Nanticoke Rd

N Upper Ferry Rd

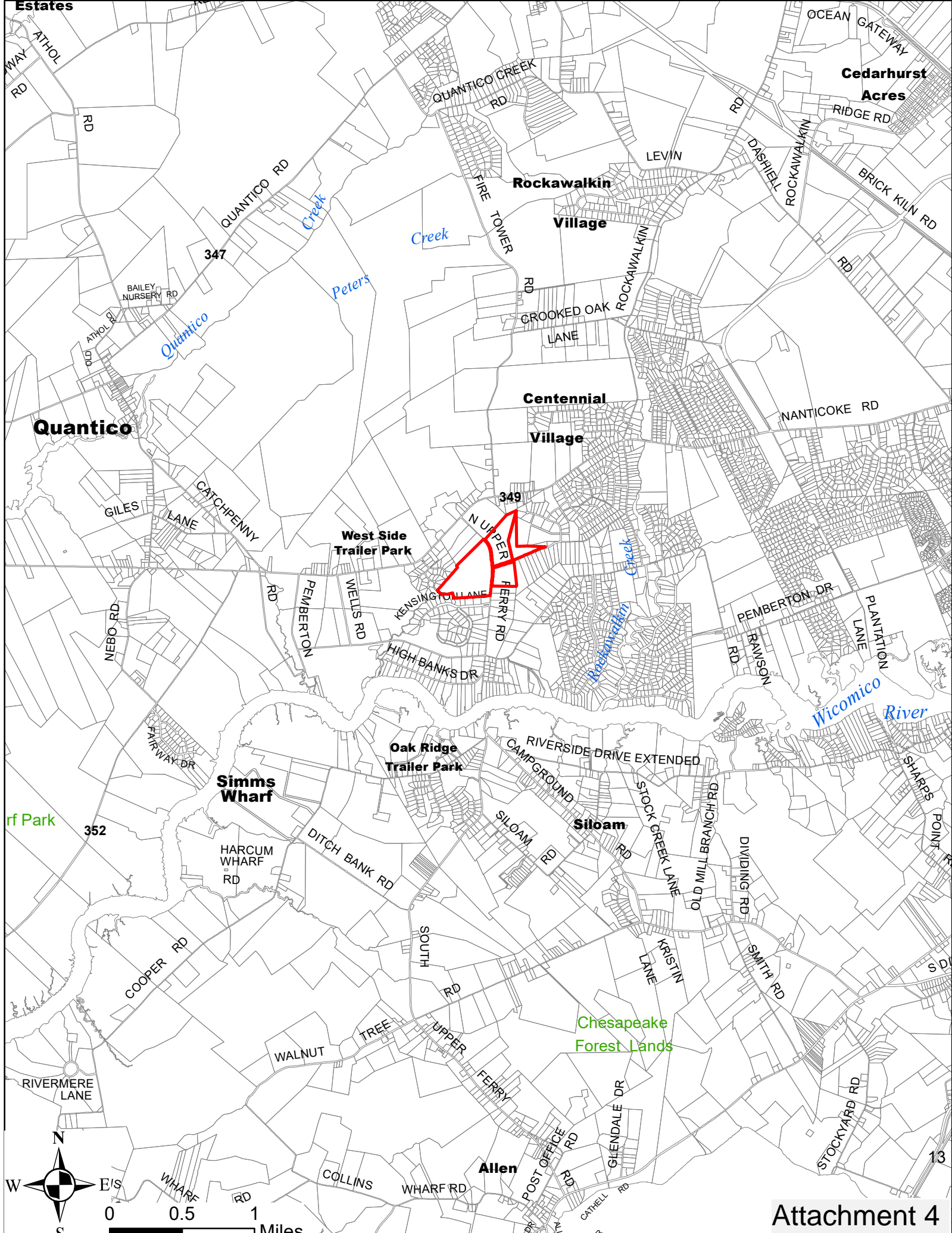
Hounds Bay Circle

Nanticoke Rd

N Upper Ferry Rd

Pratt Rd

reek Dr





Infrastructure and Development Staff Report

March 16, 2023

I. BACKGROUND INFORMATION:

Project Name: Parson's Lake – Single Family
Applicant: Becker Morgan Group for LC Management
Infrastructure and Development Case No.: 202300195
Nature of Request: Final Comprehensive Development Plan and Paleochannel Protection District Approval
Location of Property: Parsons Lake Drive – Brown Road – Parcels 223 & 398
Zoning District: R-10A - Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The applicant, on behalf of the developers, have submitted a Final Comprehensive Development Plan to improve the site with 329 single family homes. A community center and pool are also proposed. **(Attachments 1 & 2)**

B. History:

A Preliminary Comprehensive Development Plan and Subdivision were approved for the project in September of 2021. **(Attachments 3 & 4)**

C. Development Scheme:

The site plans indicate that 329 single family dwellings will be constructed on the site. A community building and swimming pool will also be provided on the site for residents. Remaining areas will be devoted to stormwater management ponds, landscaped areas, and forest conservation. **(Attachments 5 - 9)**

D. Access to the Site:

The site currently has access from East Naylor Mill Road. Two (2) access points along Brown Road are proposed. **(Attachment 5)**



City of
Salisbury
John "Jack" R. Heath, Mayor

E. Surrounding Area Development:

The adjoining properties to the west are the existing Villages at Parson's Lake townhouses, and the Reserve at Parson's Lake Apartments, which is currently under construction, and nearing completion. Surrounding properties to the north, south and east are outside of the City of Salisbury corporate limits, and fall under the county's A-1 Agricultural- Rural, R-8 Residential and Town Transition zoning districts.

III. COMPREHENSIVE DEVELOPMENT PLAN REVIEW:

A. Site Plan Review:

The proposed use for single family dwellings is consistent with uses permitted in the R-10A Residential Zoning District. A condition of annexation required approval of a Comprehensive Development Plan for all projects located within the annexed area.

1. Density:

The R-10A Residential District requires a minimum 10,000 sq. ft. lot for a single-family home. The minimum proposed lot size is 10,650 sq. ft. Proposed density is just slightly above 2 units per acre.

2. Setbacks:

The buildings meet or exceed the minimum setback requirements from all property lines. **(Attachments 5 - 9)**

3. Open Space:

The plan indicates approximately 9.84 acres of open space designated for stormwater management and open space areas around the community center.

4. Parking:

The Zoning Code requires parking to be provided at two (2) spaces per dwelling for the single-family lots. The site plans and typical lot layout indicate that dwellings will have a minimum front yard setback of 30 ft., leaving an approximate 20 ft. x 20 ft. driveway between the sidewalk and dwelling, which should provide adequate parking for two (2) vehicles in most instances.

A total of 29 spaces, including two (2) van accessible handicap spaces and one (1) standard handicap space, are proposed for the community center and pool. The site plan indicates that ample bicycle parking will be provided adjacent to the community center building. **(Attachments 5 & 6)**

5. Landscaping:

The landscaping plan displays plantings for common areas and stormwater management areas, as well as the parking lot for the community building, and is compliant with the Zoning Code standards. Landscaping for individual lots is not shown, as this landscaping will be subject to an individual owner's personal tastes. However, street trees for shading city streets are not shown on the plan. Staff encourages the applicant to provide a revised plan displaying street trees alternating with street lights throughout the Development. Trees should follow

125 N. Division St., #202 Salisbury, MD 21801

410-548-3170 (fax) 410-548-3107

www.salisbury.md



City of
Salisbury
John "Jack" R. Heath, Mayor

the City's Streetscape Plan, staggered on both sides of each street, and comply with Zoning Code standards for minimum planting sizes. **(Attachments 10 & 11)**

6. Refuse Disposal:

Refuse disposal from the community center will be private. Roll-out curb containers from a private service will be utilized instead of retaining a dumpster and enclosure.

7. Lighting:

A lighting plan has not been provided for the community center parking lot. Street lighting fixture types have not been provided either, but is subject to City of Salisbury Department of Infrastructure and Development street lighting standards. Again, Staff encourages a streetscape of alternating street lights and trees. **(Attachments 6 - 9)**

B. Development Schedule:

The project will be constructed in a single phase.

C. Community Impact Statement and Statement of Intent to Proceed and Financial Capability:

The applicant has requested waivers from the Community Impact Statement and Statement of Intent to Proceed and Financial Capability. **(Attachment 1)** The proposed project will provide needed housing stock, and will not be a burden to existing infrastructure. In addition, the developer has a history within the City, with the construction of the adjoining apartment project (Reserve at Parson's Lake). Granting a waiver of all requests is reasonable.

D. Stormwater Management:

The project is subject to extensive stormwater management review by the Department of Infrastructure and Development prior to permits being issued, and is currently under review.

E. Fire Service:

The project is subject to review by the Salisbury Fire Department.

F. Building Elevations:

The community center building will consist of a stone veneer base, fiber cement board lap siding, and roofing consisting of metal standing seam and architectural asphalt shingles. To date, no single family dwelling elevations have been submitted, but will be provided at the meeting. The site plan/lot layout indicates that dwellings will typically cover around 1,800 sq. ft. of lot area. The dwellings should incorporate some architectural features of the neighboring apartment buildings located at the Reserve



City of
Salisbury
John "Jack" R. Heath, Mayor

at Parson's Lake in order to maintain consistency throughout the development.
(Attachment 12)

G. Forest Conservation:

Subject to further review by the Department of Infrastructure and Development.

H. Paleochannel Protection District

The majority of the site is located within the Paleochannel Protection District. As the majority of the site will be developed for single family dwellings, there is minimal risk of contamination. The community pool will be maintained by a pool service, so there will be no on-site storage of potentially damaging chemicals.

I. Wicomico County Board of Education

Plans were submitted to the Board of Education. Staff received comments that the project has the potential to bring the Wicomico High School, along with associated middle and elementary schools in the district to near maximum capacity.

J. Traffic Study

A traffic study was prepared for this project in May of 2022. **(Attachment 13)** The site plan reflects the recommendations listed in the study. However, the City of Salisbury is recommending a change that is not listed in the study: For ease of movement along collector roads, such as Naylor Mill Road, a roundabout is strongly recommended at the intersection of East Naylor Mill and Parsons Lake Drive.

K. Sign Plan

A sign plan has not been submitted for the project. Any proposed signage will have to be approved by the Planning Commission as part of a Comprehensive Sign Plan prior to the signs being erected.

IV. PLANNING COMMENTS:

Staff finds that the project will provide much needed inventory to the City's diminished housing stock.



City of
Salisbury
John "Jack" R. Heath, Mayor

V. RECOMMENDATION:

Staff recommends Final Comprehensive Development Plan and Paleochannel Protection District approval for Parson's Lake Single Family, subject to the following conditions:

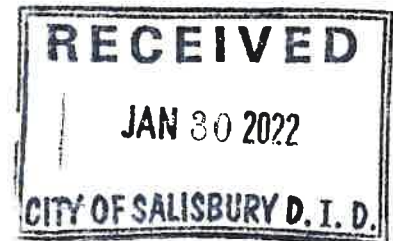
1. Provide a Revised Landscaping Plan displaying street trees alternating with street lights throughout the development.
2. Approval of Community Impact Statement and Statement of Intent to Proceed and Financial Capability waiver requests.
3. Obtain typical building elevation approval from the Salisbury/Wicomico Planning Commission prior to construction of any single family dwellings.
4. Install a roundabout at the intersection of East Naylor Mill Road and Parsons Lake Drive.
5. Obtain Sign Plan approval from the Salisbury/Wicomico Planning Commission prior to the installation of any signs.
6. Subject to further review and approval by the Salisbury Fire Department.
7. Subject to further review and approval by the Salisbury Department of Infrastructure and Development.



ARCHITECTURE
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PLANNING OUR
CLIENTS' SUCCESS

January 30, 2023



Jessica Crenshaw
Senior Associate Planner
City of Salisbury
Department of Infrastructure and Development
125 N. Division Street, #202
Salisbury, Maryland 21801
jcrenshaw@salisbury.md

Re: **Comprehensive Development Plan**
PARSONS LAKE SINGLE FAMILY
Parsons Lake Drive
Salisbury, Maryland
BMG Project No. 2020323.00

Dear Jessica:

Enclosed, please find five (5) sets of Comprehensive Development Plans inclusive of the Club House Elevations, and overall Landscaping Plan for the Parsons Lake – Single Family project.

1. The site shall be developed in accordance with a Final Comprehensive Development Plan Approval that meets all Code Requirements. Minor plan adjustments may be approved by the Salisbury Department of Infrastructure and Development. Detailed building elevations, landscaping and lighting plan shall be incorporated in the Final Comprehensive Plan.

BMG Response: The above statement is understood. We have included the building elevations, landscaping, and lighting plan in this final plan submission.

2. Provide building elevations and floor plans for the community center prior to final plan approval.

BMG Response: The building elevations have been included in this submission. The floor plans have not been finalized; therefore we respectfully request a waiver from this requirement.

3. Provide additional information about the typical layout of the single-family lots and information on pool capacity to determine allowable parking.

BMG Response: The parking calculations have been included on page CDP-5 and include the pool capacity, allowing for one (1) space per three (3) occupants. The typical layout for the single-family lots has been included on Sheet CDP-1.

4. Provide bicycle parking at the community center.

BMG Response: A bike rack has been added to the Community Center. Please refer to Sheet CDP-5.

5. Provide a detailed signage plan for approval by the Planning Commission.

BMG Response: No signage is proposed at this time. If signage is proposed later, the signage contractor will submit a separate signage package under a separate review.

6. Provide a detailed landscaping plan prior to final plan approval.

BMG Response: A detailed landscaping plan has been included in this submission.

BECKER MORGAN GROUP, INC.

FORT ENJIANG
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

3333 JACCLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

www.beckermorgan.com



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ENGINEERING

7. Provide a Traffic Impact Study.

BMG Response: Due to the size of the report, we have provided a digital copy of the traffic impact study. Paper copies will be provided upon request.

8. Provide Development Schedule, Community Impact Statement and Statements of Intent to Proceed and Financial Capability.

BMG Response: We respectfully request a waiver from these requirements as the Developer currently has a multi-family project (Reserves at Parsons Lake) under construction adjacent to this project and has applied for the "Here is Home" comprehensive incentive for the construction of the single-family lots.

9. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development and the Salisbury Fire Department.

BMG Response: Understood.

10. Provide details for chemical storage to be used to treat the swimming pool to ensure compliance with Paleochannel regulations.

BMG Response: The pool is to be serviced by a pool service and will not have stored chemicals on site.

11. Provide details for the refuse disposal area serving the Community Center.

BMG Response: A dumpster is not proposed for the Community Center. The garbage disposal will be provided by a private service and will be accomplished by rollout curb trash containers.

Should you have any questions regarding this submittal, please feel free to contact me at 410-546-9100 or by email at thastings@beckermorgan.com.

Sincerely,

BECKER MORGAN GROUP, INC.

Edward H. Hastings, PMP
Associate

ehh/apg

enc: Five (5) Copies Comprehensive Development Plans
Five (5) Copies Building Elevations
Three (3) Copies Landscaping Plans
One (1) Copy 11" x 17" Reduction

202032300aw-cvr-ltr-DID.docx





City of
Salisbury
Jacob R. Day, Mayor

September 27, 2021

Becker Morgan Group
312 West Main Street, Suite 300
Salisbury, MD 21801

Attn: Ted Hastings

RE: PRELIMINARY/FINAL SUBDIVISION APPROVAL
Parson's Lake – Subdivison
Zoning – R10A Residential – M-30, G-7, P-223 & 398

Dear Mr. Hastings:

The Salisbury Planning Commission, at its September 16, 2021 meeting, granted **PRELIMINARY/FINAL Subdivision** approval for the above referenced parcels, subject to the following conditions:

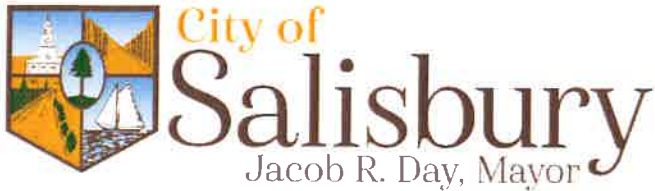
1. The Final Plat shall comply with all requirements of the Salisbury Subdivision Regulations;
2. Health Department approval is required prior to the recordation of the Final Plat;
3. The Final Plat shall comply with all requirements of the Forest Conservation Program;
4. A Homeowner's Association shall be created to maintain the open space, recreation, and stormwater management facilities, drainage and maintenance easements and forest conservation easements;
5. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development;
6. Address Board of Education comments and concerns about school impact.

Sincerely,

Brian E. Wilkins
Project Manager

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

Attachment 3



September 27, 2021

Becker Morgan Group
312 West Main Street, Suite 300
Salisbury, MD 21801

Attn: Ted Hastings

**RE: PRELIMINARY COMPREHENSIVE DEVELOPMENT PLAN APPROVAL
Parson's Lake – Single Family
Zoning – R10A Residential – M-30, G-7, P-223 & 398**

Dear Mr. Hastings:

The Salisbury Planning Commission, at its September 16, 2021 meeting, granted **PRELIMINARY** Comprehensive Development Plan approval for the proposed Single Family Development at Parson's Lake, subject to the following conditions:

1. The site shall be developed in accordance with a Final Comprehensive Development Plan Approval that meets all Code Requirements. Minor plan adjustments may be approved by the Salisbury Department of Infrastructure and Development. Detailed building elevations, landscaping and lighting plan shall be incorporated in the Final Comprehensive Plan;
2. Provide building elevations and floor plans for the community center prior to final plan approval;
3. Provide additional information about the typical layout of the single-family lots and information on pool capacity to determine allowable parking;
4. Provide bicycle parking at the community center;
5. Provide a detailed signage plan for approval by the Planning Commission;
6. Provide a detailed landscaping plan prior to final plan approval;
7. Provide a Traffic Impact Study;
8. Provide Development Schedule, Community Impact Statement and Statements of Intent to Proceed and Financial Capability;
9. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development and the Salisbury Fire Department;

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



City of
Salisbury
Jacob R. Day, Mayor

10. Provide details for chemical storage to be used to treat the swimming pool to ensure compliance with Paleochannel regulations;

11. Provide details for the refuse disposal area serving the Community Center.

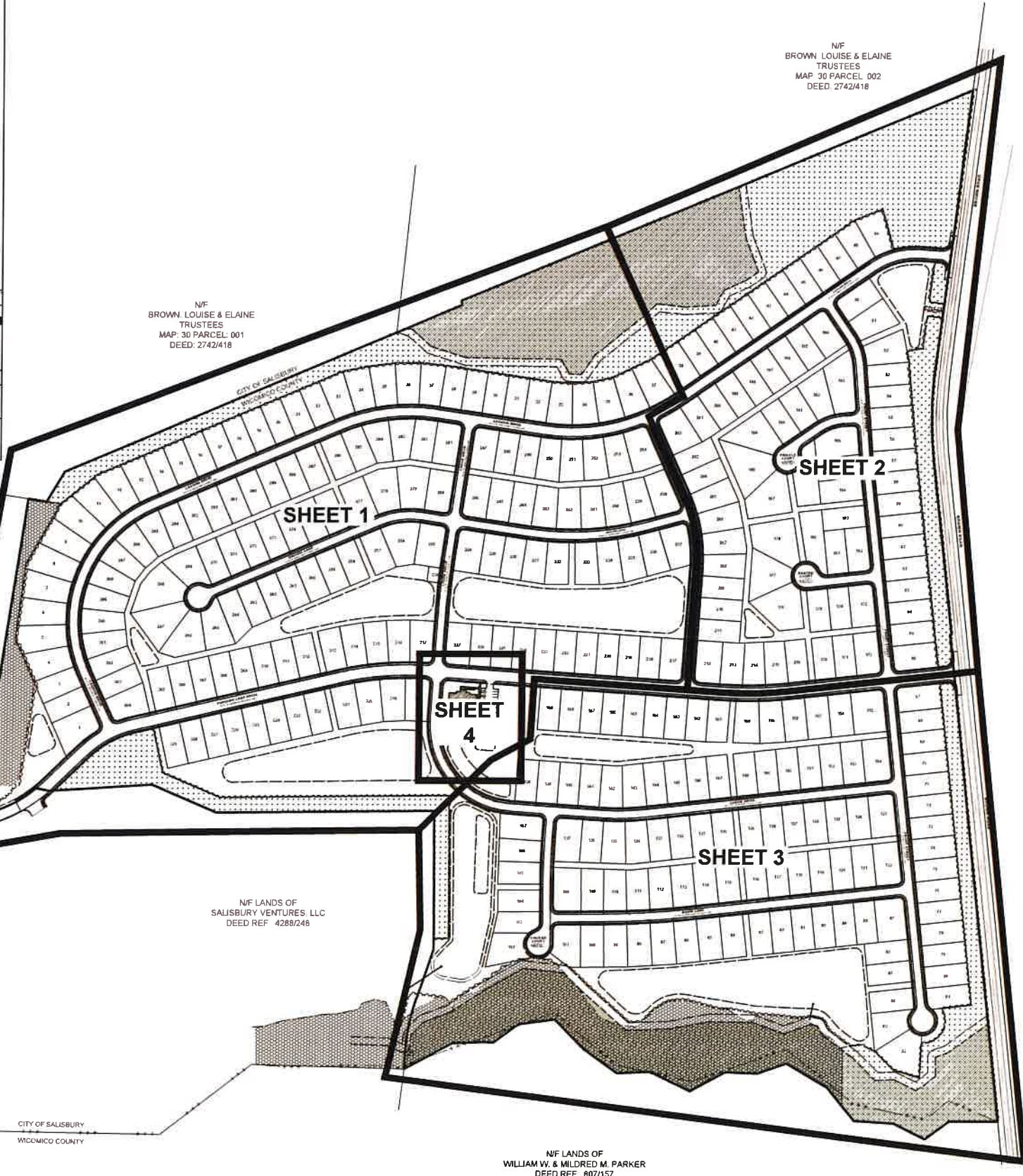
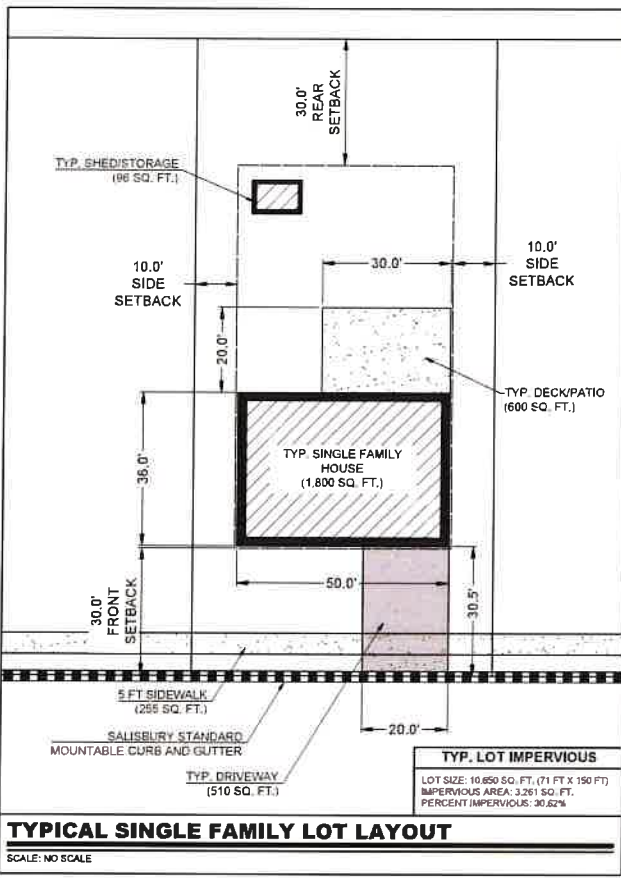
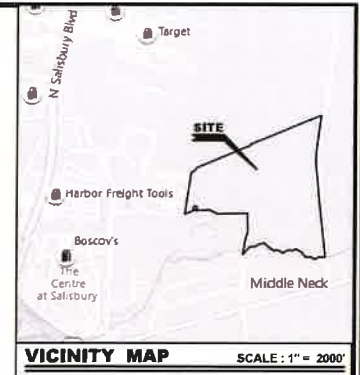
Sincerely,

A handwritten signature in blue ink, appearing to read "Brian E. Wilkins".

Brian E. Wilkins
Project Manager

PARSONS LAKE SUBDIVISION

COMPREHENSIVE DEVELOPMENT PLAN



SHEET INDEX

CDP-1	COVER SHEET
CDP-2	SHEET 1 - SINGLE FAMILY LOTS
CDP-3	SHEET 2 - SINGLE FAMILY LOTS
CDP-4	SHEET 3 - SINGLE FAMILY LOTS
CDP-5	SHEET 4 - COMMUNITY CENTER
A-07	ELEVATION SHEET #1 - COMMUNITY CENTER
A-08	ELEVATION SHEET #2 - COMMUNITY CENTER

SITE DATA

1. SITE NAME:	PARSONS LAKE SINGLE FAMILY
2. SITE ADDRESS:	7573 FOREST PLAINS LANE SALISBURY MD 21803
3. DEVELOPER:	LC MANAGEMENT C/O WILLIAM J. KRAPP, CHIEF DEVELOPMENT OFFICER 105 FOLK ROAD, SUITE 200 WILMINGTON, DE 19803 302-426-8700 SKRAPP@CAPANDINC.COM
4. SITE OWNER:	SALISBURY VENTURES, LLC C/O WILLIAM J. KRAPP, CHIEF DEVELOPMENT OFFICER 105 FOLK ROAD, SUITE 200 WILMINGTON, DE 19803 302-426-8700
6. GEOGRAPHIC COORDINATES:	LATITUDE: 38°24'18.98"N LONGITUDE: 75°33'2.31"W
8. TAX MAP:	30
9. PARCELS:	398 & 223
11. DEED BOOK/PAGE:	4288/248
12. PLAT BOOK/PAGE:	17/31 & 17/407
13. PARCEL AREA:	PARCEL 223: 112.48 ACRES ± PARCEL 398: 50.01 ACRES ± 162.49 TOTAL ACRES ±
14. JURISDICTION:	CITY OF SALISBURY
15. ZONE:	R-10A RESIDENTIAL
16. PROPOSED LOTS:	329 SINGLE FAMILY LOTS PROPOSED
17. DEVELOPMENT STANDARDS FOR THE SITE SHALL BE AS FOLLOWS:	SEVENTY (70) FEET (85 FEET CORNER) LOT WIDTH: SEVENTY (70) FEET (85 FEET CORNER) BUILDING HEIGHT: THIRTY FIVE (35) FEET ACCESSORY STRUCTURES: TWENTY (20) FEET MINIMUM YARD AND SETBACK REQUIREMENTS SHALL BE AS FOLLOWS: FRONT (CLUB HOUSE): TWENTY-FIVE (25) FEET FRONT (SINGLE FAMILY): THIRTY (30) FEET REAR: THIRTY (30) FEET SIDE: TEN (10) FEET (2 REQUIRED)
18. FLOOD ZONE DETERMINATION (BASED ON FLOOD INSURANCE RATE MAPS PROVIDED BY FEMA):	FIRM MAP: 24045C0118E EFFECTIVE DATE: AUGUST 17, 2015 FIRM ZONE: X1 AREAS DETERMINED TO BE OUTSIDE THE 0.2 ANNUAL CHANCE FLOODPLAIN
20. WATER AND SEWER TO BE PROVIDED BY THE CITY OF SALISBURY.	
21. WATER AND SEWER PLAN SERVICE AREA: W-3045-S2/S-5 (PER WICOMICO COUNTY WATER AND SEWAGE PLAN 2010)	
22. TRASH COLLECTION TO BE PROVIDED BY THE CITY OF SALISBURY FOR THE SINGLE FAMILY LOTS.	
23. ACCESS RIGHT OF WAY:	11.71 ACRES ±
24. OPEN SPACE:	0.98 ACRES ±
25. EASEMENT AREA:	7.63 ACRES ±
26. COMMON USE OF RESIDENTS:	PARCEL 330 2.50 ACRES ±
27. LINEAR FOOTAGE AND AREA OF NEW PUBLIC ROADS:	
28. TYP. 26' LOCAL STREET:	10,160 FEET ± 6.55 ACRES ±
29. TYP. 30' MINOR COLLECTOR STREET:	3,815 FEET ± 2.62 ACRES ±
30. TYP. 36' MAJOR COLLECTOR STREET:	3,118 FEET ± 2.34 ACRES ±

BECKER MORGAN GROUP

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ENGINEERING

3195 South Emerson Avenue
Wilmington, DE 19804
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Salisbury, MD 21801
Tel: 410.326.2781
Fax: 410.326.2782

3205 North Carolina
Wilmington, DE 19804
Tel: 302.426.8700
Fax: 302.426.8701

30331
09/23/22

PROJECT TITLE

PARSONS LAKE SUBDIVISION
PARSONS LAKE DRIVE
SALISBURY
WICOMICO, MD
DISTRICT 1

SHEET TITLE

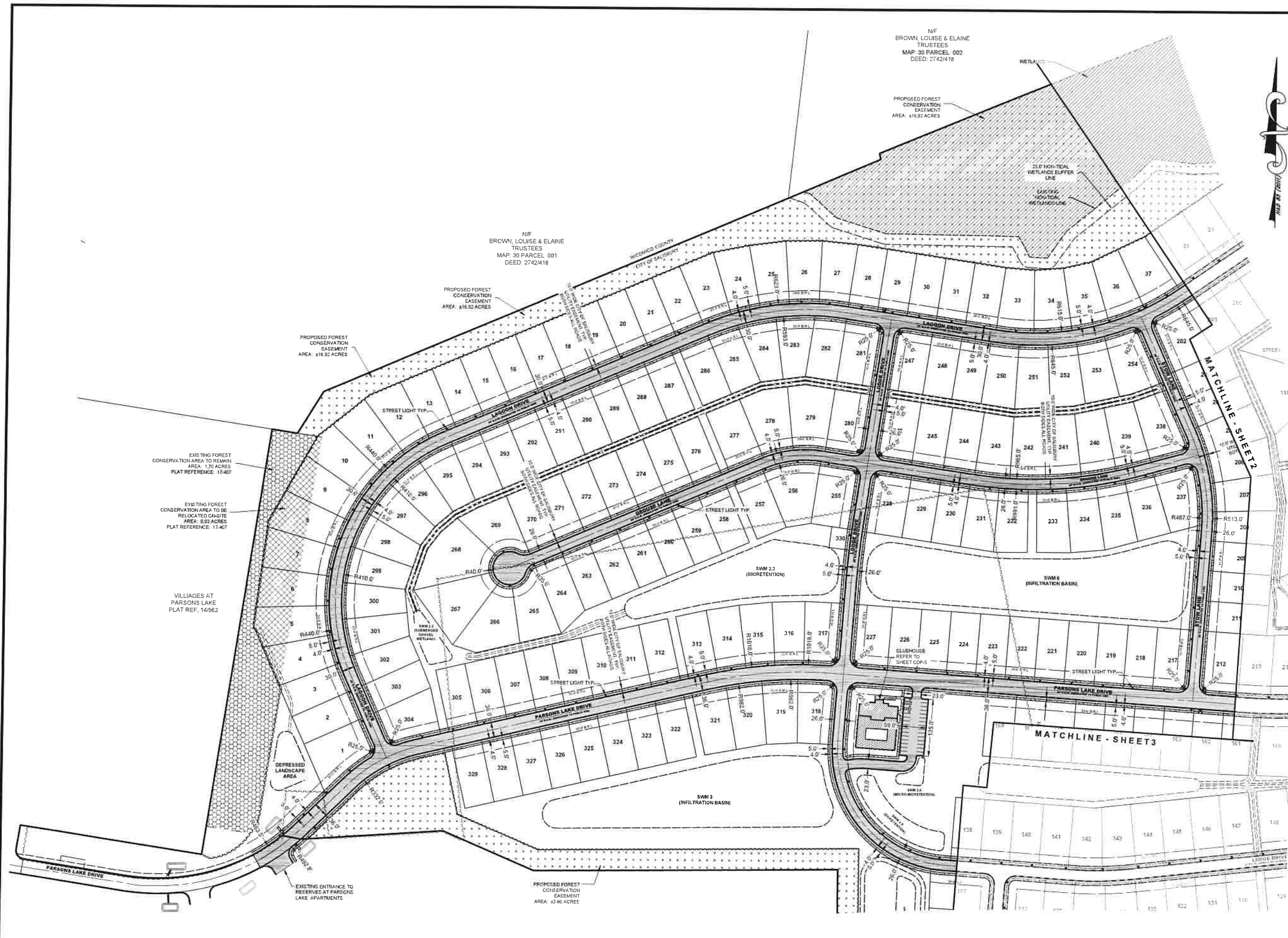
COVER SHEET

SCALE: 1" = 200'

MARK	DATE	DESCRIPTION
PROJECT NO.:	2020323.00	
DATE:	2/9/2023	
SCALE:	1" = 200'	
DRAWN BY:	E.H.H.	PROJ. MGR. E.H.H.

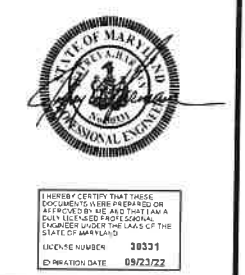
LEGEND

ITEM	EXISTING	PROPOSED
CONCRETE CURB & GUTTER	[Symbol]	[Symbol]
CONCRETE SIDEWALK (4' WIDE)	[Symbol]	[Symbol]
INTERLOCKED DRIVEWAY DRIVE (8' WIDE)	[Symbol]	[Symbol]
WIRE FENCE	[Symbol]	[Symbol]
CHAIN LINK FENCE	[Symbol]	[Symbol]
POST AND RAIL FENCE	[Symbol]	[Symbol]
DRAINAGE DITCH OR SWALE	[Symbol]	[Symbol]
PROPOSED DRAINAGE DITCH OR SWALE	[Symbol]	[Symbol]
UTILITY LINE	[Symbol]	[Symbol]
UTILITY POLE	[Symbol]	[Symbol]
FOREST CLEARING - TRAIL AREA	[Symbol]	[Symbol]
WETLANDS AREA	[Symbol]	[Symbol]



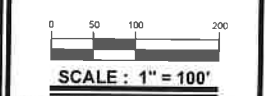
BECKER MORGAN GROUP
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Salisbury, MD
 305 South Frederick Avenue
 Salisbury, MD 21804
 Phone: 410-729-1100
 Fax: 410-729-1101
 The Project: 214-6-Compre
 Salisbury, MD
 212 West 8th Street, Suite 200
 Salisbury, MD 21801
 312 West 8th Street, Suite 700
 Salisbury, MD 21801
Wilmington, NC
 3205 North Carolina
 Wilmington, NC 28403
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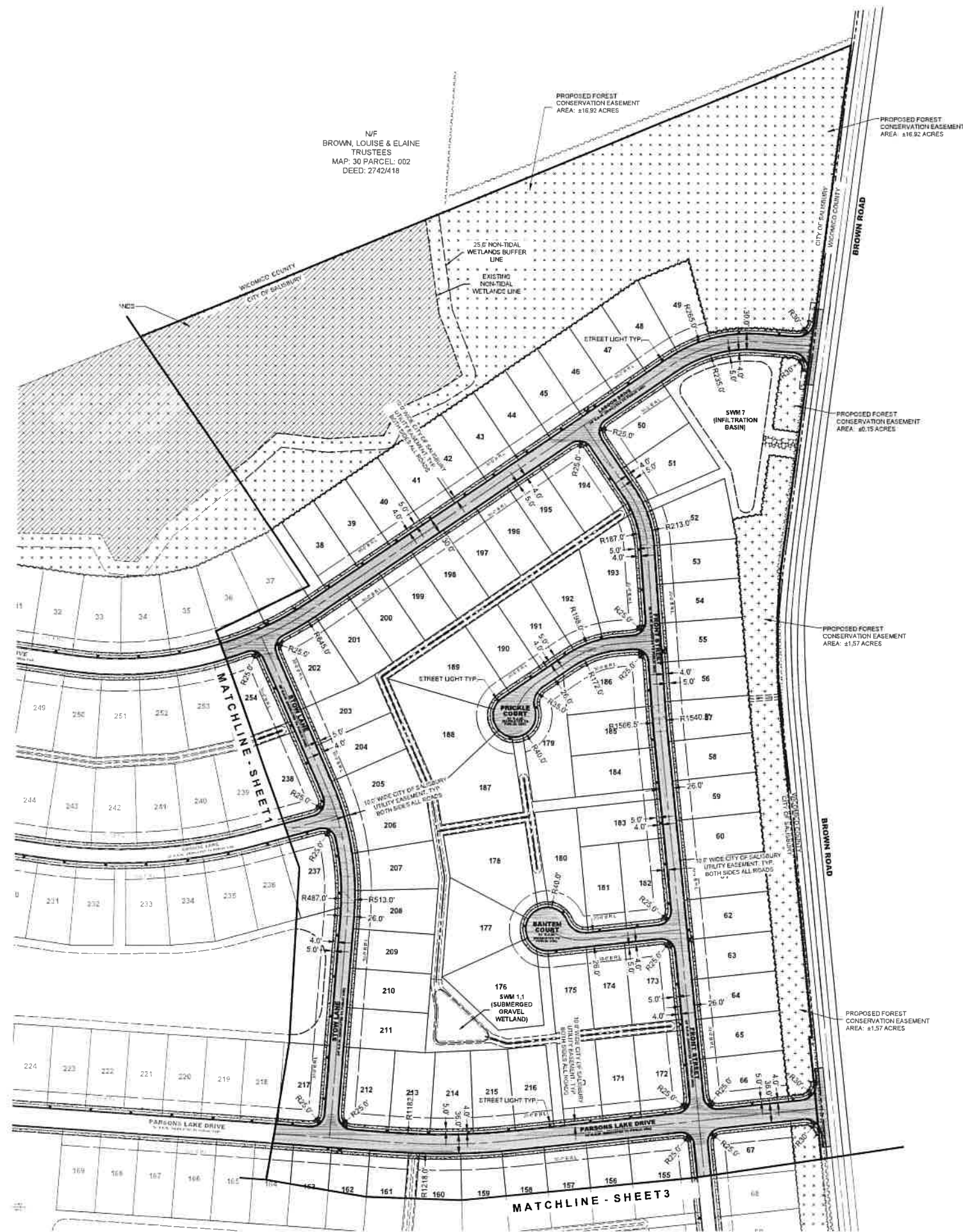


PROJECT TITLE
PARSON'S LAKE SUBDIVISION
 PARSON'S LAKE DRIVE
 SALISBURY
 WICOMICO, MD
 DISTRICT 1

SHEET TITLE
COMPREHENSIVE DEVELOPMENT PLAN - SINGLE FAMILY LOTS (SHEET 1)



MARK	DATE	DESCRIPTION
PROJECT NO.:	2020323.00	
DATE:	2/9/2023	
SCALE:	1" = 100'	
DRAWN BY:	E.M.S.	PROJ. MGR. E.H.H.
SHEET		
CDP-2		



BECKER MORGAN GROUP

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Salisbury, MD 21801
North Carolina
3205 J. P. Moore Blvd., Suite 211
Wilmington, NC 28403
Tel: 910.342.5400
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I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
REGISTER NUMBER: 38251
EXPIRATION DATE: 09/23/22

PROJECT TITLE
PARSON'S LAKE SUBDIVISION
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD
DISTRICT 1

SHEET TITLE
COMPREHENSIVE DEVELOPMENT PLAN - SINGLE FAMILY LOTS (SHEET 2)

0 50 100 200
SCALE: 1" = 100'

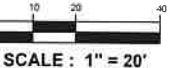
MARK	DATE	DESCRIPTION
PROJECT NO.:	2020323.00	
DATE:	2/9/2023	
SCALE:	1" = 100'	
DRAWN BY: E.M.S. PROJ. MGR. E.H.H.		



I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR AFFIXED BY ME AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NUMBER 30321
EXPIRATION DATE 08/23/22

PROJECT TITLE
PARSON'S LAKE SUBDIVISION
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD
DISTRICT 1

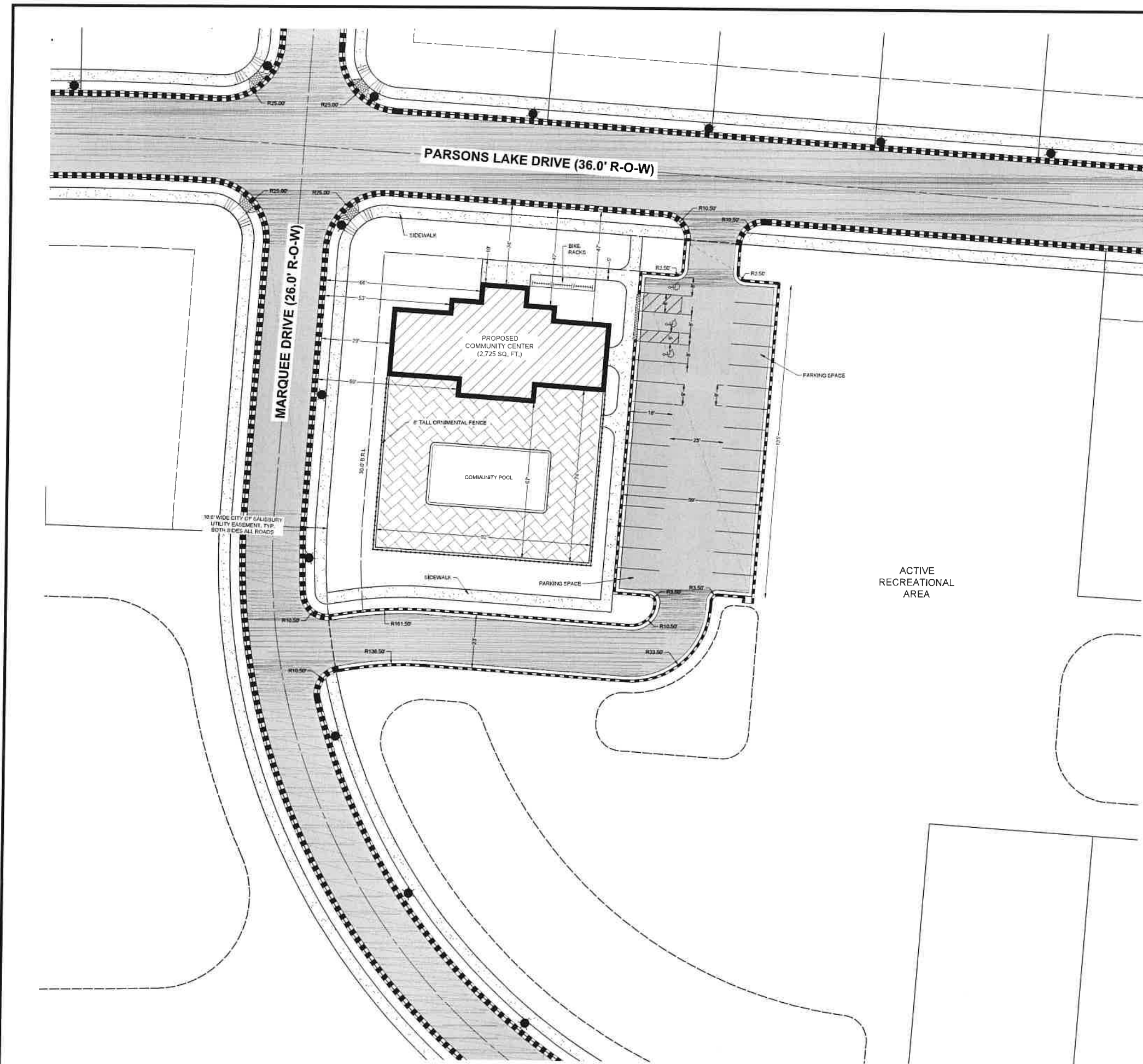
SHEET TITLE
COMPREHENSIVE DEVELOPMENT PLAN - COMMUNITY CENTER (SHEET 4)



MARK	DATE	DESCRIPTION
PROJECT NO.:	2020323.00	
DATE:	2/9/2023	
SCALE:	1" = 100'	
DRAWN BY:	E.M.S.	PROJ. MGR. E.H.H.

PROPOSED PARKING REQUIREMENTS:
COMMUNITY CENTER: 1 PER 300 SQUARE FEET OF GROSS FLOOR AREA
MAX ALLOWABLE BUILDING PARKING = 2,725 SQ.FT. / 300 SQ.FT. = 10 SPACES REQUIRED
POOL DECK: 11 OCCUPANT PER 15 SQ.FT. PER IBC TABLE 1004.5) = 335 OCCUPANTS
POOL: 11 OCCUPANT PER 50 SQ.FT. PER IBC TABLE 1004.5) = 25 OCCUPANTS
MAX ALLOWABLE POOL PARKING = 100 SPACES
TOTAL MAX ALLOWABLE PARKING = 130 SPACES
PROVIDED:
STANDARD = 26 SPACES
HANDICAP (ADA) = 2 SPACES
HANDICAP (STAIRWAY) = 1 SPACE
TOTAL PROVIDED = 29 SPACES
*NOTE IT IS ASSUMED THE POOL IS PRIVATE TO THE COMMUNITY AND PARKING REQUIREMENTS FOR THE POOL WILL BE REDUCED DUE TO PEDESTRIAN COMMUTE.

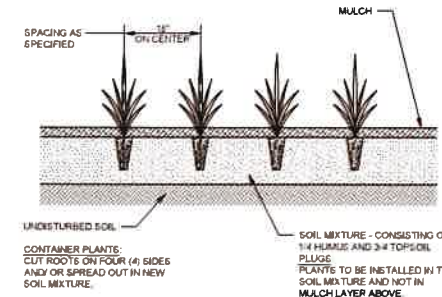
- NOTES
1. POOL TO BE SERVICED BY MAINTENANCE COMPANY. NO POOL CHEMICALS TO BE STORED ON SITE.
2. NO DUMPSTER IS PROVIDED. PRIVATE REFUSE DISPOSAL SERVICE TO BE UTILIZED.



TRIANGLE PLANTING PATTERN



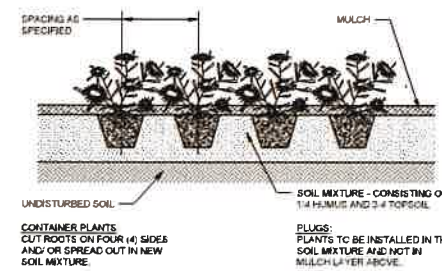
NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL PLANTING BEDS.



PLUG SPACING DETAIL

NO SCALE BMG NO. L-04

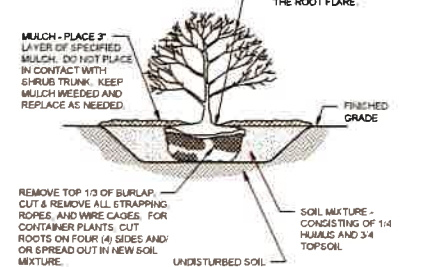
NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL PLANTING BEDS.



GROUND COVER PLANTING DETAIL

NO SCALE BMG NO. L-04

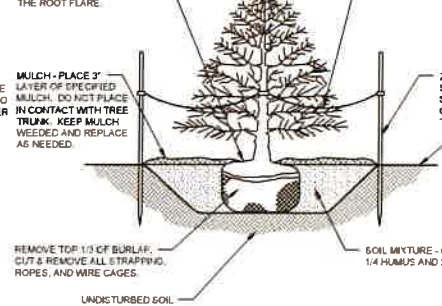
NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL SHRUB BEDS.



SHRUB PLANTING DETAIL

NO SCALE BMG NO. L-03

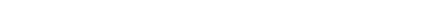
NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL SHRUB BEDS.



DECIDUOUS TREE PLANTING DETAIL

NO SCALE BMG NO. L-01

NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL TREE BEDS.



EVERGREEN TREE PLANTING DETAIL

NO SCALE BMG NO. L-02

NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL TREE BEDS.



GENERAL LANDSCAPE NOTES :

- QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARDS FOR NURSERY STOCK".
EVERGREEN TREES SHALL HAVE A FULL, WELL-BRANCHED, CONICAL FORM TYPICAL OF THE SPECIES.
ALL DECIDUOUS SHADE TREES SHALL BRANCH A MINIMUM OF 7'-0" ABOVE GROUND LEVEL. TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE DETAIL SHOWN.
PLANT MATERIALS DELIVERED TO THE SITE IN UNCOVERED TRUCKS WILL BE REJECTED.
UNACCEPTABLE PLANT MATERIALS - MATERIALS WHICH HAVE DAMAGED OR CROOKED LEADERS, DEFORMED GROWTH HABIT, ABRASIONS OF THE BARK, SUN SCALD, WINDBURN, DISFIGURING NOT COMPLETELY CALLOSED WILL BE REJECTED. IN ADDITION, TREES HAVING THEIR CENTRAL LEADERS HEADED BACK WILL ALSO BE REJECTED. PLANTS WITH LOOSE OR CRACKED ROOT BALL OR CONTAINERS WILL BE REJECTED.
- ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOO, STIFF CLAY, LITTER, STONES IN EXCESS OF ONE (1) INCH DIAMETER, ETC. SHALL BE USED FOR PLANTING.
MULCH FOR PLANTING BEDS SHALL BE SHREDDED HARDWOOD BARK, UNLESS OTHERWISE SPECIFIED ON THE PLANS, AND SHALL HAVE NO LEAVES, YOUNG GREEN GROWTH BRANCHES TWIGS, GREATER IN DIAMETER OF 1/2" WEEDS, SHAVINGS OR FOREIGN MATERIAL SUCH AS STONES, ETC. SHALL BE MIXED WITH THE MULCH. ALL SHRUB MASSES SHALL BE PLANTED IN CONTINUOUS MULCHED BEDS WITH A LIGHTLY COMPACTED DEPTH OF THREE (3) INCHES. ALL CONTAINER PLANTS ARE TO HAVE ROOTS CUT ON FOUR SIDES AND/OR SPREAD OUT IN NEW SOIL MIXTURE.
- ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN AND NOTES.)
- LANDSCAPE BEDS NOT BARRIERS BY CURBS, SIDEWALKS, WALLS OR OTHER STRUCTURES SHALL BE ENCLOSED BY ALUMINUM EDGING UNLESS OTHERWISE INDICATED.
- AREAS DISTURBED BY LANDSCAPE OPERATIONS SHALL BE GRADED TO MATCH EXISTING TOPSOIL AND SEED OR SOO AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTRACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.
- NO PLANT, EXCEPT GROUNDCOVERS, SHALL BE WITHIN THREE (3) FEET FROM SIDEWALKS.
- NO TREE SHALL BE PLANTED CLOSER THAN TEN (10) FEET FROM ANY STRUCTURE OR BUILDING.
- NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF UNDERGROUND UTILITIES OR FIRE HYDRANTS.
- ONLY TREES THAT REACH A HEIGHT AND GAZE AT MATURITY OF SMALL TO MEDIUM SHALL BE PLANTED UNDER POWER LINES.
- THE CONTRACTOR SHALL WATER ALL PLANTS THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING, AND THEN WEEKLY OR MORE OFTEN, IF NECESSARY, DURING THE FIRST GROWING SEASON, UNLESS THE OWNER AGREES TO MAINTAIN AND WATER THEM.
- TREES TO REMAIN ON-SITE SHALL BE PROTECTED WITH SNOW FENCE DURING CONSTRUCTION (SEE DETAIL). SNOW FENCING TO BE MAINTAINED DURING CONSTRUCTION BY CONTRACTOR.
- THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
- NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER AND/OR THE LANDSCAPE ARCHITECT.
- ALL NEW TREES SHALL BE GUARANTEED TO SURVIVE FOR ONE FULL YEAR AFTER INSTALLATION (FULL COST). ALL STAKES AND GUYES SHALL BE REMOVED FROM TREES AND SITE AS EARLY AS THREE (3) MONTHS, BUT NO LONGER THAN ONE (1) YEAR AFTER PLANTING.

MARYLAND LANDSCAPE ARCHITECTS CERTIFICATION

I, CHAD D. CARTER, RLA, ASLA, HEREBY CERTIFY THAT I AM A LANDSCAPE ARCHITECT IN THE STATE OF MARYLAND, THAT THE LANDSCAPING INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD LANDSCAPING PRACTICES.



17.220.020 LANDSCAPE AND SCREENING REQUIREMENTS

- PARKING LOTS ADJOINING A RESIDENTIAL USE:
10 FEET ALONG ALL PROPERTY LINES, SECTION 17.220.050 E THROUGH L
A FIVE-FOOT-WIDE SCREENING AREA SHALL BE REQUIRED WHEREVER A PARKING LOT ADJOINS A RESIDENTIAL PROPERTY ALONG ALL LOT LINES ABUTTING THE RESIDENTIAL LOT.
- LANDSCAPING: STORMWATER MANAGEMENT AREAS SUCH AS BIOFILTRATION FACILITIES AND GRAVEL WETLANDS SHALL BE PLANTED PER THE STATE OF MARYLAND STORMWATER MANAGEMENT DESIGN MANUAL.

PLANT LIST						
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
CANOPY TREES						
QR	6	QUERCUS RUBRA	NORTHERN RED OAK	2 1/2" CAL	ESB	PHV
LANDSCAPE TREES						
CF	2	CORNUS FLORIDA	WHITE FLOWERING DOGWOOD	1 1/2" CAL	B&B	PHV
CR	4	CORNUS RUBRUM	PINK FLOWERING DOGWOOD	1 1/2" CAL	B&B	PHV
SHRUBS						
ES	20	ILEX GLABRA 'SHAMPOCK'	SHAMPOCK HOLLY	24-36"	CONT.	
ES	10	ILEX VERTICILLATA 'SPARKLEBERRY'	SPARKLEBERRY WINTERBERRY	24-36"	CONT.	
TOTAL: 8 TREES, 26 SHRUBS						
STORMWATER PLANTINGS						
AG	4515	ANDROPOGON GLOMERATUS	BROOMEDGE	2"	PLUG	2" O.C.
PV	4115	PELTANDRA VIRGINICA	ARROW ARUM	2"	PLUG	2" O.C.
SL	4370	SAGITTARIA LATIFOLIA	ARROWHEAD/DUCK POTATO	2"	PLUG	2" O.C.
SP	2275	SCIRPUS PUNGENS	COMMON THREE-SQUARE	2"	PLUG	2" O.C.
ERN	3,57 AC	ERNST SEED MIX #732	MD COASTAL PLAIN RIPARIAN MIX	30 LB / AC	SEED	
TOTAL: 18,275 PLUGS						

PROJECT TITLE

PARSON'S LAKE SUBDIVISION
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD

SHEET TITLE

LANDSCAPE NOTES AND DETAILS

SCALE BLOCK

NO.	DATE	DESCRIPTION
1	11/07/22	ISSUE LANDSCAPE PLANTING PLAN
2	01/02/23	ISSUE LANDSCAPE PLANTING PLAN

PROJECT NO.: 2020323.00

DATE: 02/14/2022

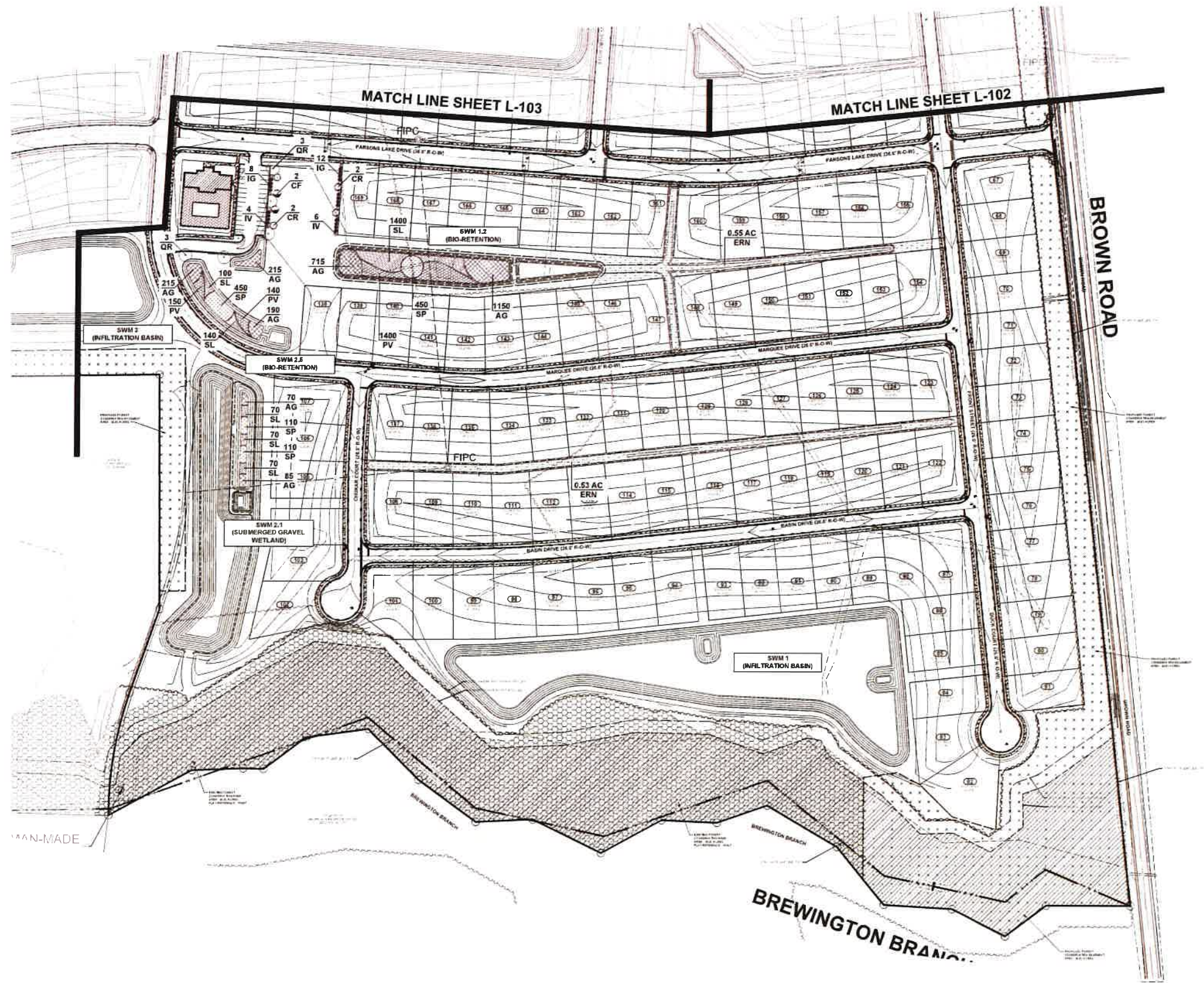
SCALE: 1" = 20'

DRAWN BY: C.D.C. PROJ. MGR.: J.A.H.

SHEET

L-001

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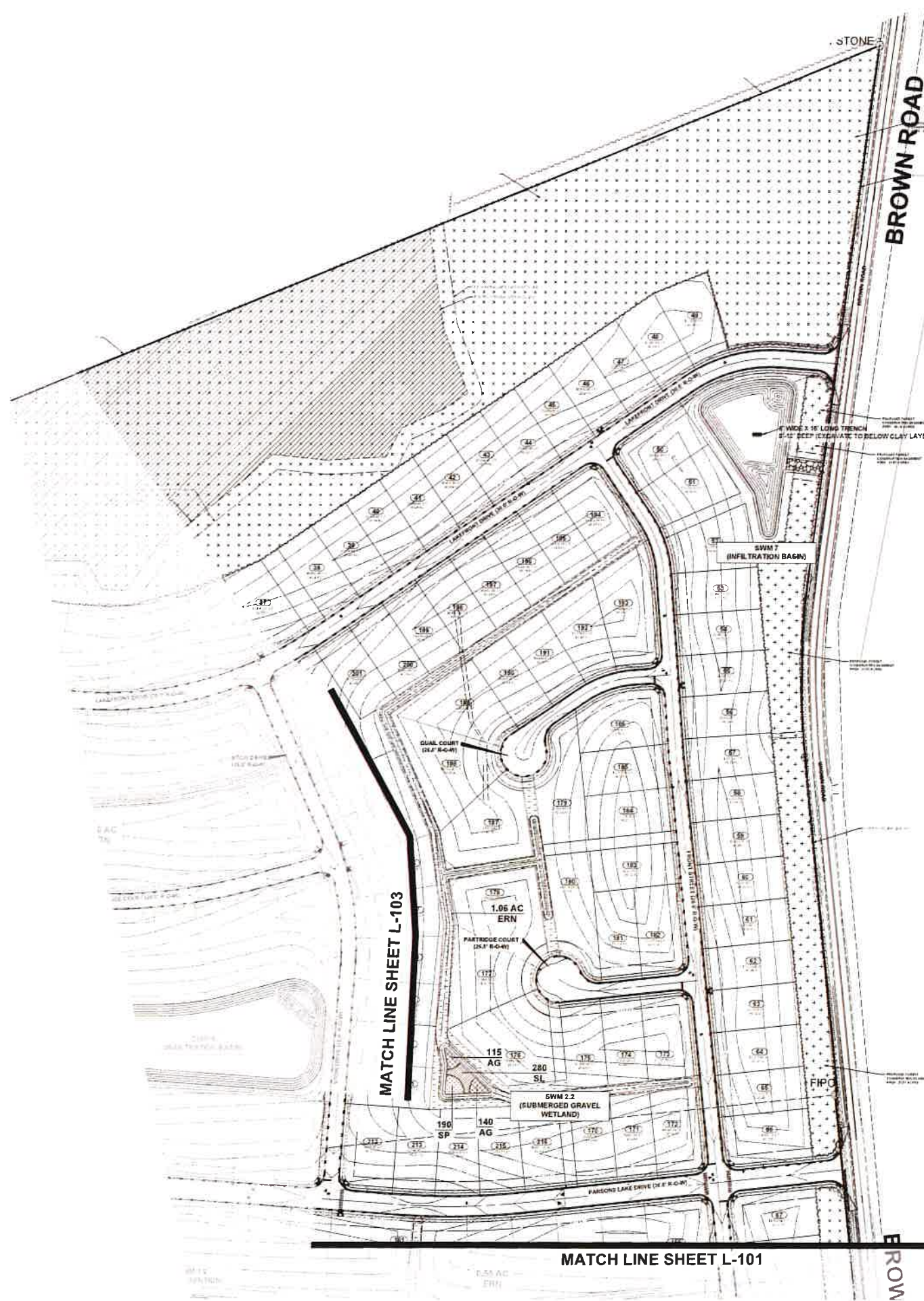
PROJECT TITLE
PARSON'S LAKE SUBDIVISION
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD

SHEET TITLE
LANDSCAPE PLAN

0 50 100 200
SCALE: 1" = 100'

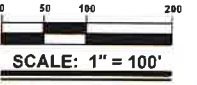
MARK	DATE	DESCRIPTION
2	01.02.23	REV FWW/LANDSCAPE FLOWING PLAN
1	11.07.22	TRM LANDSCAPE FLOWING PLAN

PROJECT NO.: 2020323.00
DATE: 02/14/2022
SCALE: 1" = 100'
DRAWN BY: C.D.C. | PROJ. MGR. J.A.H.



PROJECT TITLE
**PARSON'S LAKE
SUBDIVISION**
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD

SHEET TITLE
LANDSCAPE PLAN



NO.	DATE	DESCRIPTION
2	01/02/23	REV SWM LANDSCAPE PLANTING PLAN
1	11/07/22	ISSUE LANDSCAPE PLANTING PLAN

PROJECT NO.: 2020323.00
DATE: 02/14/2022
SCALE: 1" = 100'
DRAWN BY: C.D.C. | PROJ. MGR. J.A.H.

SHEET
L-102

PROJECT TITLE
**PARSON'S LAKE
SUBDIVISION**
PARSON'S LAKE DRIVE
SALISBURY
WICOMICO, MD

SHEET TITLE
LANDSCAPE PLAN

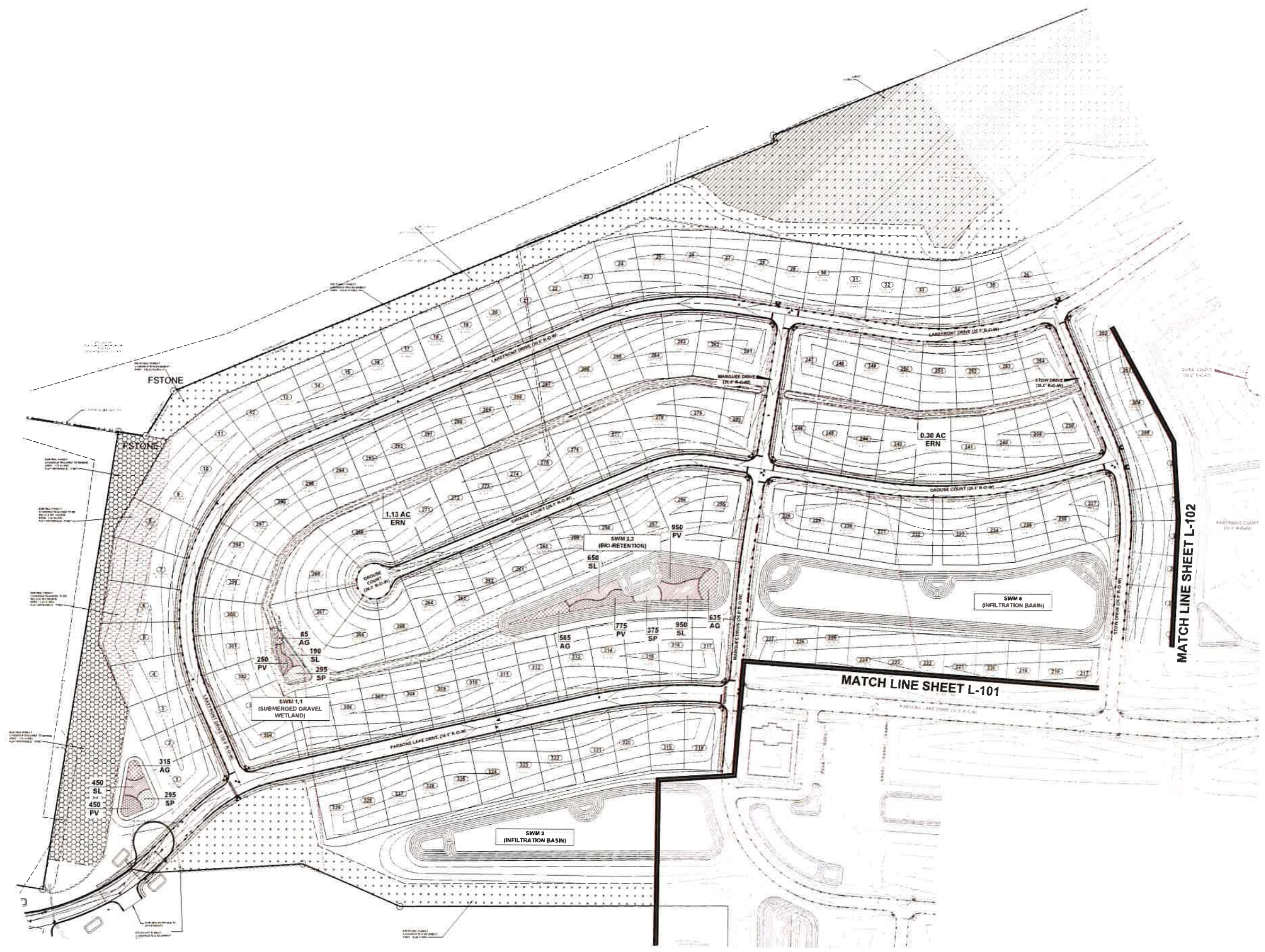


SCALE: 1" = 100'

NO.	DATE	DESCRIPTION
1	01/22/23	REV SWM LANDSCAPE PLANING PLAN
2	11/07/22	ISSUE LANDSCAPE PLANING PLAN

PROJECT NO.: 2020323.00
DATE: 02/14/2022
SCALE: 1" = 100'
DRAWN BY: C.D.C., PROJ. MGR. J.A.H.

SHEET
L-103



Trees Suitable for Planting Along City Streets

Small Sized Trees

Small Trees are defined as those species with a typical height under 25 feet. As such, they are suitable for planting under or near overhead utility lines. Trees selected for this list are not known to commonly upheave sidewalks.

Small Trees			
Tree Name (Common)	Scientific Name	Preferred Cultivar	Notes
Allegheny Serviceberry	<i>Amelanchier laevis</i>		
American Flowering Dogwood	<i>Cornus florida</i>		
Serviceberry Hybrids	<i>Amelanchier x grandiflora</i>	"Autumn Brilliance" "Princess Diana"	
Cockspur Hawthorn	<i>Crataegus crus-galli</i>		
Crabapple Spp.	<i>Malus spp</i>		
Downy Serviceberry	<i>Amelanchier arborea</i>		
Gray Dogwood	<i>Cornus racemosa</i>		
Green Hawthorn	<i>Crataegus viridis</i>		
Pagoda Dogwood	<i>Cornus alternifolia</i>		
Eastern Red Bud	<i>Cercis canadensis</i>		
Shadblow Serviceberry	<i>Amelanchier canadensis</i>		
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
Washington Hawthorn	<i>Crataegus phaenopyrum</i>		
Fringe Tree	<i>Chionanthus virginicus</i>		

Medium Sized Trees

Medium Trees are defined as those species with a typical height between 25-40 feet. They should NOT be planted near overhead utility lines but will do well in a grass strip, planted median or tree pit of at least 5 feet. Trees selected for this list are not known to commonly upheave sidewalks.

Medium Trees are adept at providing a shade canopy over streets that makes it more comfortable for Cyclists and Pedestrians to use the street and as such are encouraged where feasible.



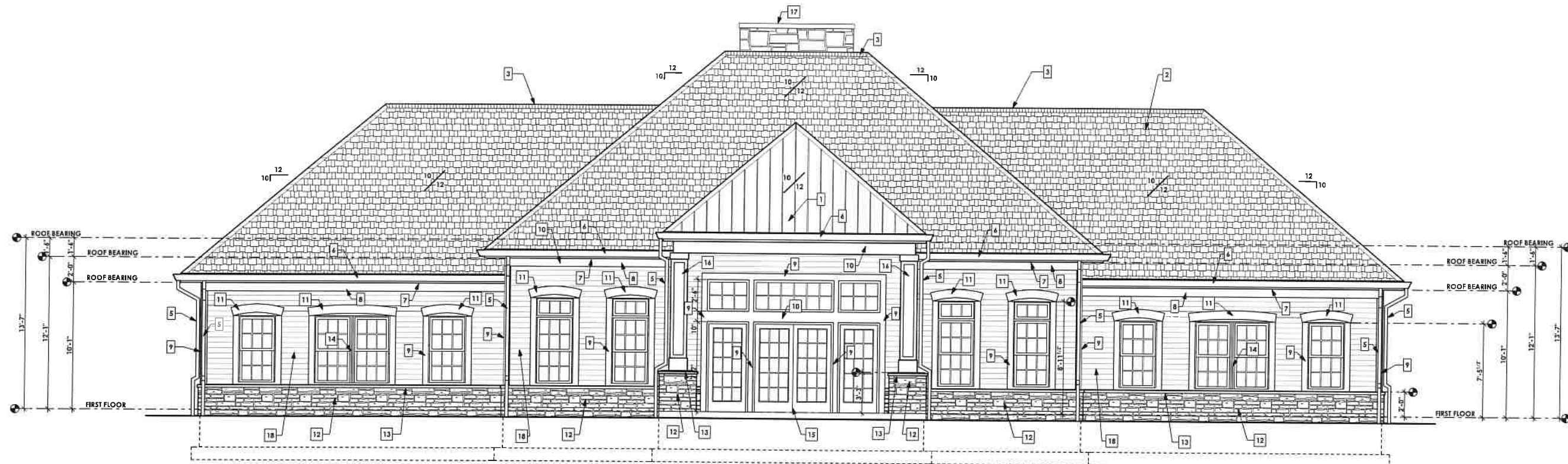
Medium Trees			
Tree Name (Common)	Scientific Name	Preferred Cultivar	Notes
American Hornbeam	<i>Carpinus caroliniana</i>		Sometimes called "blue-
American Holly	<i>Ilex opaca</i>		
Hackberry	<i>Celtis occidentalis</i>		Extremely Drought Resistant
Ironwood (Hophornbeam)	<i>Ostrya virginiana</i>		
River Birch	<i>Betula nigra</i>		Suitable everywhere,
American Yellowwood	<i>Cladrastis kentukea</i>		

Large Sized Trees

Large Trees are defined as those species with a typical height between 40 feet or greater. They should NOT be planted near overhead utility lines but will do well in a grass strip, planted median of at least 10 feet. They can be used in narrower locations provided a proper tree pit system is installed (such as those used on Main Street). Trees selected for this list are not known to commonly upheave sidewalks however, narrow grass strips may require the property owner to plant these trees behind sidewalks (on private property) and at least 10 feet away (laterally) from any underground utility services.

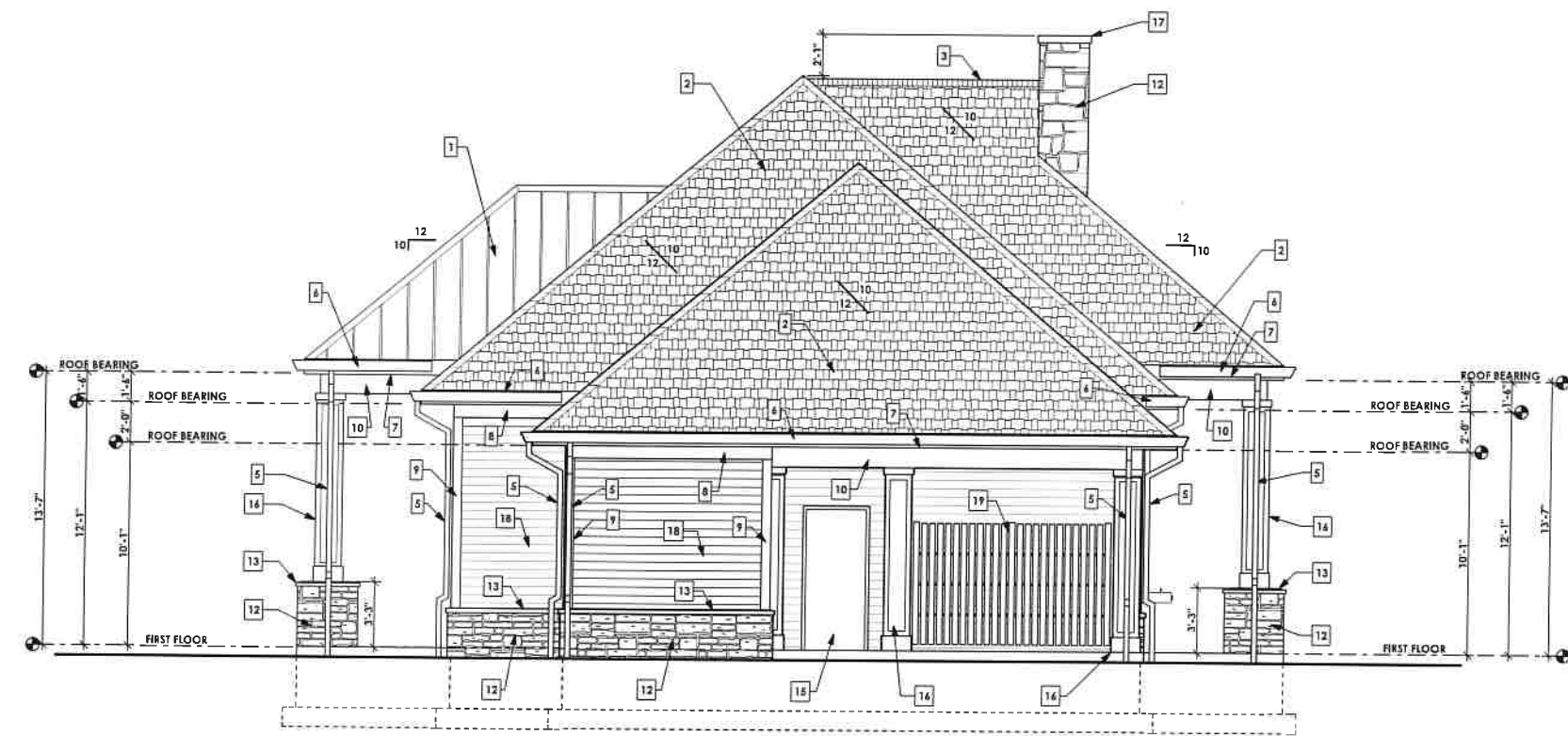
Large Trees are adept at providing a shade canopy over streets that makes it more comfortable for Cyclists and Pedestrians to use the street and as such are encouraged where feasible.

Small Trees			
Tree Name (Common)	Scientific Name	Preferred Cultivar	Notes
Allegheny Serviceberry	<i>Amelanchier laevis</i>		
American Flowering Dogwood	<i>Cornus florida</i>		
Serviceberry Hybrids	<i>Amelanchier x grandiflora</i>	"Autumn Brilliance" "Princess Diana"	
Cockspur Hawthorn	<i>Crataegus crus-galli</i>		
Crabapple Spp.	<i>Malus spp</i>		
Downy Serviceberry	<i>Amelanchier arborea</i>		
Gray Dogwood	<i>Cornus racemosa</i>		
Green Hawthorn	<i>Crataegus viridis</i>		
Pagoda Dogwood	<i>Cornus alternifolia</i>		
Eastern Red Bud	<i>Cercis canadensis</i>		
Shadblow Serviceberry	<i>Amelanchier canadensis</i>		
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
Washington Hawthorn	<i>Crataegus phaenopyrum</i>		
Fringe Tree	<i>Chionanthus virginicus</i>		



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

- ELEVATION NOTES**
1. 032 ALUM OR 24GA GALV METAL STANDING SEAM ROOF WITH SEAMS AT 12" O.C. FASTEN PANELS WITH CONCEALED CLIPS
 2. ASPHALT SHINGLE ROOF
 3. VENTED RIDGE CAP
 4. CONTINUOUS ICE/SNOW GUARD RAIL CLAMPED TO METAL ROOF SEAM
 5. 4" ALUM K GUTTER
 6. 3" X 4" ALUM DOWNSPOUT
 7. ALUM CLAS 2X8 FASCIA
 8. 1 x 8 CELLULAR PVC TRIM (TYP AT BARGE BOARD)
 9. 1 x 4 CELLULAR PVC TRIM (TYP AT CORNERS, WINDOW AND DOOR SIDE CASINGS)
 10. 1 x 12 CELLULAR PVC TRIM
 11. 1 x 8 CELLULAR PVC (CURVED IN FIELD) HEAD TRIM OVER 1 x 12 CELLULAR PVC (FIELD CUT TOP RADIUS)
 12. 2" MANUFACTURED STONE VENEER
 13. CAST STONE SILL / WATER TABLE
 14. WINDOW PER SCHEDULE
 15. DOOR PER SCHEDULE
 16. 16" SQUARE PVC COLUMN WRAP
 17. CAST STONE CHIMNEY CAP
 18. FIBER CEMENT BOARD LAP SIDING
 19. VINYL SHADOW BOX FENCING



2 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

SEAL

SEAL DATE:
REGISTRATION EXPIRES: 1/31/18
The professional services of the architect are undertaken for and are performed in the interest of the Capano Management Inc. No contractual obligation is assumed by the architect for the benefit of any other person involved in the project.

ARCHITECTURE • PLANNING
INTERIOR DESIGN • GRAPHIC ARTS

1309 VEALE ROAD
SUITE 22
WILMINGTON, DE 19810
302.478.3777

401 SUNSET HOLLOW ROAD
SUITE 300
WEST CHESTER, PA 19380
610.640.9000

PROJECT NAME
SPRINGBREEZE CLUBHOUSE

HARBESON, DE

DRAWING NAME

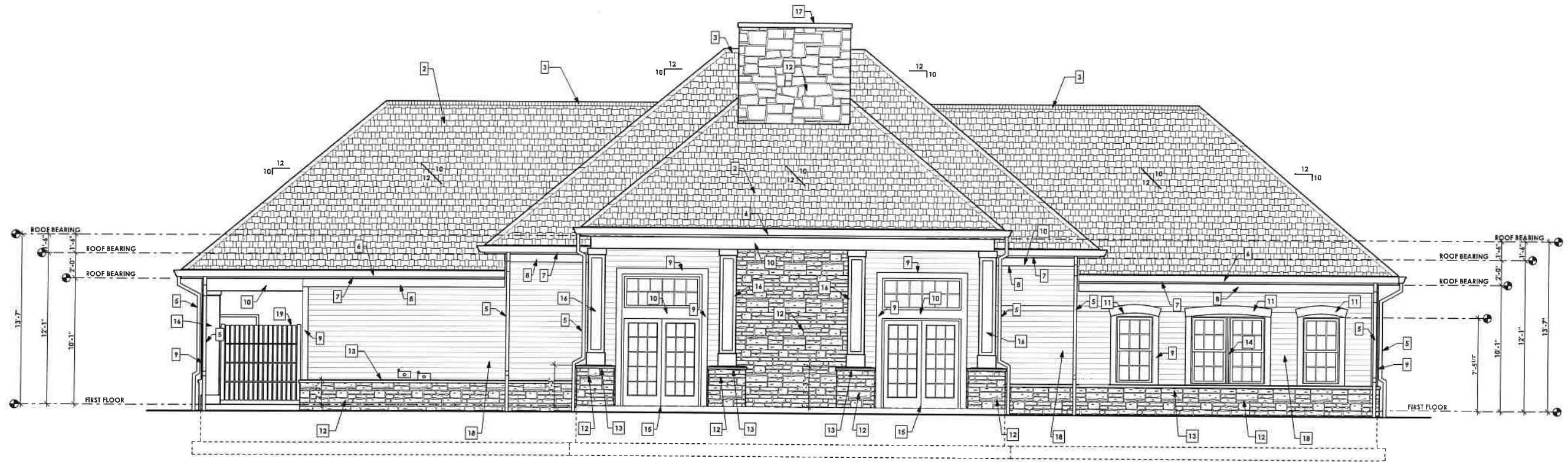
ELEVATIONS SHEET #1

MARK	DATE	DESCRIPTION
8.22.17		ISSUE FOR PERMIT REVIEW

REVISIONS

PROJECT NO: 2017-075
DRAWN BY: NLF
CHK'D BY: KWW
DATE: 8.22.17
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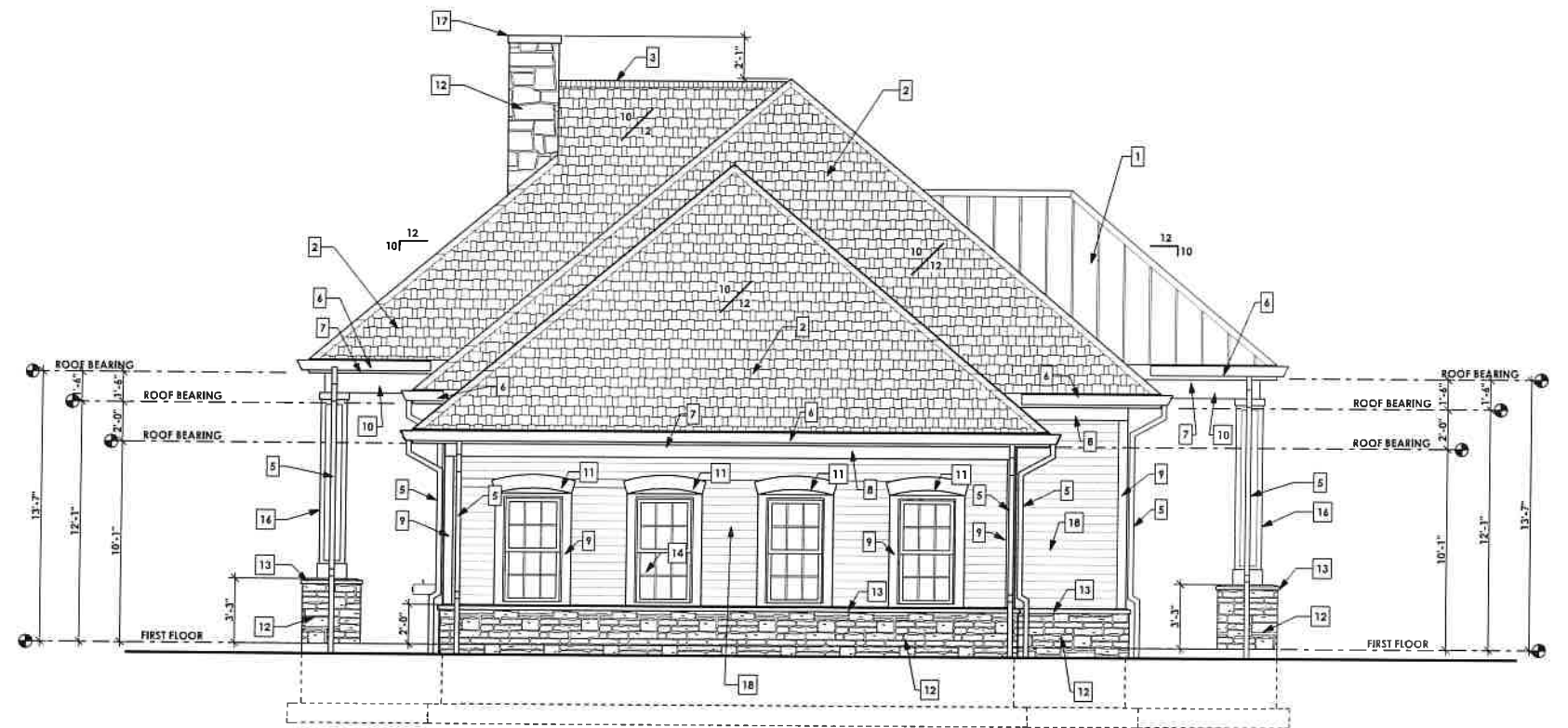
DRAWING NUMBER
A-07



1 REAR ELEVATION
A-08 SCALE: 1/4" = 1'-0"

ELEVATION NOTES

1. 032 ALUM OR 24GA GALV METAL STANDING SEAM ROOF WITH SEAMS AT 12" O.C. FASTEN PANELS WITH CONCEALED CLIPS
2. ASPHALT SHINGLE ROOF
3. VENTED RIDGE CAP
4. CONTINUOUS ICE/SNOW GUARD RAIL CLAMPED TO METAL ROOF SEAM
5. 6" ALUM K GUTTER
6. 3" X 4" ALUM DOWNSPOUT
7. ALUM CLAS 2X8 FASCIA
8. 1 x 8 CELLULAR PVC TRIM (TYP AT BARGE BOARD)
9. 1 x 4 CELLULAR PVC TRIM (TYP AT CORNERS, WINDOW AND DOOR SIDE CASINGS)
10. 1 x 12 CELLULAR PVC TRIM
11. 1 x 8 CELLULAR PVC (CURVED IN FIELD) HEAD TRIM OVER 1 x 12 CELLULAR PVC (FIELD CUT TOP RADIUS)
12. 2" MANUFACTURED STONE VENEER
13. CAST STONE SILL / WATER TABLE
14. WINDOW PER SCHEDULE
15. DOOR PER SCHEDULE
16. 14" SQUARE PVC COLUMN WRAP
17. CAST STONE CHIMNEY CAP
18. FIBER CEMENT BOARD LAF SIDING
19. VINYL SHADOW BOX FENCING



2 LEFT ELEVATION
A-08 SCALE: 1/4" = 1'-0"

SEAL

SEAL DATE:
REGISTRATION EXPIRES- 1/31/18
The professional services of the architect are undertaken for and are performed in the interest of the Capano Management Inc. No contractual obligation is assumed by the architect for the benefit of any other person involved in the project.



ARCHITECTURE • PLANNING
INTERIOR DESIGN • GRAPHIC ARTS

1309 VEALE ROAD
SUITE 22
WILLMINGTON, DE 19810
302.478.3777

401 SUNSET HOLLOW ROAD
SUITE 300
WEST CHESTER, PA 19380
610.640.9000

PROJECT NAME

SPRINGBREEZE
CLUBHOUSE

HARBESON, DE

DRAWING NAME

ELEVATIONS SHEET #2

8.22.17

ISSUE FOR PERMIT REVIEW

MARK DATE DESCRIPTION

REVISIONS

PROJECT NO: 2017-075

DRAWN BY: NLF

CHK'D BY: KWW

DATE: 8.22.17

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DRAWING NUMBER

A-08

SHEET 9 OF 19

12 CONCLUSIONS AND RECOMMENDATIONS

This Traffic Impact Study (TIS) has been prepared in support of a proposed residential housing development known as Parsons Lake – Single Family Development. The project is located in the City of Salisbury, Wicomico County, MD, west of Brown Rd, south of Dagsboro Rd, north of Zion Rd, and east of East Naylor Mill Rd. The project consists of 332 single family detached houses on approximately 161 acres +/- of land, further described as Tax Map 801, Parcel 2592.

Two site accesses are proposed along Brown Rd along with an interconnection to Parsons Lake Drive.

Per discussion in Sections 9, 10, and 11, the following improvements are proposed:

Site Entrance A / Brown Rd

- Construct as a full movement entrance, approximately 3,400' north of the Zion Rd / Brown Rd intersection.
- EB Approach = on shared left-turn / right-turn lane.
- SB Approach = one shared right-turn / through lane.
- NB Approach = one shared left-turn / through lane.

Site Entrance B / Brown Rd

- Construct as a full movement entrance, approximately 2,000' north of the Zion Rd / Brown Rd intersection.
- EB Approach = on shared left-turn / right-turn lane.
- SB Approach = one shared right-turn / through lane.
- NB Approach = one shared left-turn / through lane.

E Naylor Mill Rd / Parsons Lake Dr.

- Widen the existing westbound approach to provide dedicated left-turn and right-turn lanes.

US 13 / Dagsboro Rd

- Implement optimized signal timing (phase splits) while maintaining the existing lead-lag phasing scheme for the northbound and southbound left-turn phases concurrent with future traffic volume increases.

US 13 / E Naylor Mill Rd

- Implement optimized signal timing (phase splits) while maintaining the existing lead-lag phasing scheme for the northbound and southbound left-turn phases concurrent with future traffic volume increases.

Infrastructure and Development Staff Report

March 16, 2023

I. BACKGROUND INFORMATION:

Project: Johnson's Retreat - Subdivision

Owner: DR Horton Inc.
679 S Carter Rd, Ste 1
Smyrna, DE 19977

Infrastructure and Development Project No.: 21-024

Nature of Request: Homeowner's Association ("HOA") Document Approval

Location of Property: Johnson Road, Salisbury, MD

Zoning District: R-10 Residential

Tax Map and Parcel: Map 48, Grid 11, Parcel 288

Area: 24.34 Acres

II. EXPLANATION OF REQUEST:

The owner requests approval of the HOA documents as shown in Attachment 1.

III. PLANNING STAFF COMMENTS:

The City attorney has reviewed the documents and all comments have been addressed.

IV. RECOMMENDATION:

Staff recommends the Planning Commission approve the HOA documents as submitted.

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
JOHNSON'S RETREAT SUBDIVISION**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR JOHNSON'S RETREAT SUBDIVISION ("Declaration") is made this ____ day of _____, by **D.R. HORTON, INC.**, a Delaware corporation (hereinafter referred to as "**Declarant**" or "**Developer**").

RECITALS

WHEREAS, Developer is the owner of a certain parcel of land situate in City of Salisbury, Nutters Election District, Wicomico County, Maryland, and being located on and binding upon the Southwesterly side of Johnson Road; and being shown and designated as all of Lots 1 through 71 on the Plat entitled "Johnson's Retreat Final Subdivision Plat," made by Parker and Associates, Inc., dated June 26, 2005, with revisions through March 28, 2007, and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet M.S.B. No. 15, Folio 367, (the "Johnson's Retreat Plat"), together with all other lands and improvements shown on said Plat including, without limitation, Parcel 1 (Open Space Area and Stormwater Management Area), the street beds and other areas designated for future street or road purposes, including temporary or permanent cul-de-sacs, all medians or other landscaped areas, and any other areas designated on the Plat as subject to the maintenance and control of the Homeowner's Association (the "Johnson's Retreat Subdivision" or the "Subdivision"), and being part of the same lot of ground which by deed dated May 25, 2018 and recorded May 31, 2018 among the Land Records of Wicomico County, Maryland in Book M.S.B. 4332, page 408 was granted and conveyed by Hebron Savings Bank, a Maryland Banking corporation, unto Salisbury Aydelotte, LLC, a Maryland limited liability company (the "**Property**"); and

WHEREAS, Developer desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property located on, within or otherwise being a part of the Property made subject to this Declaration by the recording thereof.

NOW, THEREFORE, Developer hereby declares that all of the Property is and shall be subject to this Declaration and shall be held, sold, conveyed and occupied subject to the following, easements, restrictions, covenants and conditions which are herein made for the purposes of protecting the value and desirability thereof and which shall run with the Property and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1. Defined Terms. As used in this Declaration (including, without limitation, the Recitals set forth hereinabove), the following terms have the respective meanings specified below:

(a) **"Affiliate"** means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a Person means the possession, directly or indirectly, of the power: (i) to vote more than fifty percent (50%) of the voting stock of such Person; or (ii) to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise.

(b) **"Association"** means and refers to Johnson's Retreat Homeowners Association, Inc., a non-stock Maryland corporation, and its successors and assigns.

(c) **"Board of Directors"** means and refers to the elected body of the Association having its normal meaning under Maryland law.

(d) **"Builder"** means and refers to a person or entity other than Developer that, in the ordinary course of such person's or entity's business, constructs residential structures on any portion of the Subdivision, including, but not limited to, the Residential Units, for sale or lease to others, and by way of illustration and not limitation, D.R. Horton, Inc., and its successors and assigns, and any such builder designated by Developer.

(e) **"Common Area"** means and refers to all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to, those areas designated "Open Space" and/or "Stormwater Management Area" on the Johnson's Retreat Plat and all other like or similar parcels designated for community purposes.

(f) **"Common Expenses"** means and refers to the actual and estimated expenses for the operations of the Association, including any reasonable reserve, as may be determined to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association. The Common Expenses shall include, but not be limited to, any and all municipal, county and state property taxes, fees, assessment and/or any other charges of any type, kind or nature whatsoever imposed, levied and/or assessed upon the Common Area.

(g) The **"Declarant"** and the **"Developer"** shall each mean and refer to (i) D.R. Horton, Inc., a Delaware corporation, and the party making this Declaration; (ii) the successor(s) of D.R. Horton, Inc.; (iii) any Person to whom D.R. Horton, Inc. and/or its successor(s) expressly assigns the rights of the Declarant hereunder; and/or (iv) each such assignee's heir(s), personal representative(s) and/or successor(s).

(h) **"Development Plan"** shall mean and refer collectively to all project plans, preliminary plans, site plans, subdivision plats and/or other regulatory plans, as amended, for the Property as may have been or shall be reviewed and approved by the City of Salisbury ("**City**"), including all amendments, modifications, extensions and supplements

thereof as may be made from time to time. Although the Declarant intends to develop the Property substantially in accordance with the Development Plan, the Declarant reserves the right to modify the Development Plan, subject only to the requirements and procedures of the City.

(i) **“Development Period”** shall mean and refer to that period of time commencing on the date that this Declaration is recorded among the Land Records of Wicomico County, Maryland, and continuing for the period of time that the Declarant is engaged in development, construction, marketing, sales, leasing and/or other related activities anywhere upon the Property, and shall include, without limitation, the period of time that the Declarant is entitled to exercise any rights, privileges or powers granted to Declarant under this Declaration, the Bylaws or the Articles of Incorporation (collectively, the **“Governing Documents”**). The Development Period shall end on the earlier of (a) the date of cessation of all development, construction, marketing, sales, leasing and other related activities by the Declarant within the Property, (b) the date when all improvements within the Property as approved by the Development Plan are substantially complete and all bonds filed by the Declarant and held by the City or any other governmental agency or authority with respect to the Property have been released, and (c) the date that the Declarant, in its sole discretion, expressly and in writing terminates the Development Period. Notwithstanding the foregoing, the Declarant may, in its sole discretion at any time and from time to time, expressly and in writing, terminate some but less than all of the rights, privileges or powers that may be exercised by the Declarant under this Declaration.

(j) **“Member”** means and refers to a person or entity entitled to membership in the Association as provided herein.

(k) **“Mortgage”** includes a Deed of Trust as well as a Mortgage.

(l) **“Mortgagee”** means and refers to a beneficiary or holder of a Mortgage.

(m) **“Owner”** means and refers to one or more Persons who hold the record title to any Residential Unit which is located within the Property, but excluding, in all cases, any party holding an interest merely as security for the payment of a debt or the performance of an obligation.

(n) **“Person”** means and refers to any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, State, or other entity.

(o) **“Property”** means and refers to all of that certain real property described in the first paragraph of the Recitals set forth hereinabove, and the term "Property" shall further mean and refer to such additional property as may hereafter be annexed by subsequent recorded reference to this Declaration.

(p) **“Residential Unit”** means and refers to each of the residential lots shown on the Johnson’s Retreat Plat, as the same may be amended, which delineates each unit for separate ownership and occupancy as a single-family residence.

ARTICLE II PROPERTY RIGHTS

2.1. **Property Rights.** Each and every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each and every lot or parcel of land governed by the restrictions, covenants and conditions set forth in this Declaration, subject only to the limitations set forth herein and to any and all reasonable rules and regulations as may be established by the Association from time to time.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership Rights.** Each and every Owner shall be deemed to be a Member of, and have membership in, the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Residential Unit owned. In the event the Owner of a Residential Unit is more than one Person, votes and rights of use and enjoyment for any such Owner shall be as provided herein.

3.2. **Voting.** A Member shall have one (1) vote per Residential Unit owned on all issues before the Association. In the event a Residential Unit is owned by more than one Person, the vote for such Residential Unit shall be exercised as the Persons owning such Residential Unit determine and advise the Secretary of the Association prior to any meeting of the Association; and, in the event those Persons owning such Residential Unit fail to advise the Secretary of the Association as to how the one (1) vote for that Residential Unit is to be made, the Residential Unit's vote shall be suspended if more than one Person seeks to exercise the vote appurtenant to such Residential Unit.

3.3. **Developer's Control of Association.** Notwithstanding any term to the contrary set forth in this Declaration, the Developer shall have full and complete control of the Association, including, but not limited to, any matter which is subject to the vote of the Members of the Association, until such time that:

(a) The Developer has sold seventy-five percent (75%) of all Residential Units which are or become subject to this Declaration; or,

(b) The Developer renounces the rights granted unto the Developer under this Section 3.3 and has turned over partial or full control of the Association to the Association.

3.4. **Actions by Sole Owner.** Notwithstanding any provision of this Declaration, the Bylaws or the Articles of Incorporation to the contrary, for so long as a single Person and/or its Affiliate is the sole Owner of all Residential Units within the Association, such Person or its Affiliate may operate the Association, including all Residential Units and Common Areas, at its discretion without regard to any requirements set forth in this Declaration, the Bylaws or the Articles of Incorporation that would reasonably be intended to apply if the Association had multiple Persons as Owners, unless and only to the extent otherwise expressly required by applicable law; however, the sole Owner shall be responsible

for the maintenance obligations of all Common Area that would otherwise be performed by the Association as required in this Declaration. Without limiting the generality of the foregoing, such Person shall not be bound by any meeting requirements, or requirements to appoint officers, or other procedures contained in this Declaration, the Bylaws or the Articles of Incorporation, unless and only to the extent expressly required otherwise by applicable law. To the extent that the Maryland Homeowners Association Act or other applicable law requires any notice to Owners or actions by the Association, the actions of such Person or its Affiliate as the sole Owner of all Residential Units shall be deemed to comply with all such requirements, as applicable, and shall be binding upon all Owners and the Association.

ARTICLE IV MAINTENANCE

4.1. **Association's Responsibility to Maintain Common Area.** The Association shall keep and maintain the Common Area, until such time, if ever, as all of the Common Area or a portion thereof is dedicated and accepted by any governmental entity or agency for public use. The maintenance of the Common Area shall be funded in the manner and pursuant to the terms and conditions set forth herein.

4.2. **Owner's Responsibility.** All maintenance of a Residential Unit, including any and all structures, parking areas, and other improvements located on or within such Residential Unit, shall be the sole responsibility of the Owner of such Residential Unit who shall perform such maintenance in a manner consistent with the standard for the Property set forth in this Declaration.

4.3. **Consent of Governmental Entity.** Notwithstanding any term to the contrary set forth in this Article IV, the Association, in its corporate form, shall not be dissolved nor shall any covenants or other legal arrangements (including any specifications deemed necessary and appropriate by the Planning Commission for Wicomico County, Maryland, the Planning Commission for the City of Salisbury, Maryland, and/or any other related agency) relating to maintenance of landscaping (excepting, expressly, any sprinkler and/or irrigation system), open space, and/or stormwater management or any other public service item required by Wicomico County and/or the City of Salisbury, Maryland, as the case may be, be modified without the prior consent of the Wicomico County Council and/or the Mayor and Council of the City of Salisbury, Maryland, as the case may be.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1. **Common Area.** The Association, subject to rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, including, without limitation, any private roads, water, sewer, lighting and/or drainage facilities, the recreational amenities and/or the common landscaped areas and Lot 19 while it is utilized as a Common Area and until such time that it is developed as a residential

building lot), and the Association shall keep the Common Area in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration.

5.2. Personal Property & Real Property for Common Use. Subject to the terms and conditions set forth in Section 3.3 hereof, the Association, through action of its Board of Directors, may acquire, hold and/or dispose of tangible and/or intangible personal property and/or real property.

5.3. Implied Rights. Subject to the terms and conditions set forth in Section 3.3 hereof, the Association may only exercise those rights or privileges granted unto it by this Declaration or the Bylaws of Johnson's Retreat Homeowners Association, Inc., and every other right or privilege to be reasonably implied therefrom, which said implied rights of the Association include, but are not limited to, any and all necessary easements, over, across, through and under any Residential Unit(s) and any and all lots or parcels of land adjoining thereto, as may be necessarily implied for the Association to maintain the Common Area.

ARTICLE VI ASSESSMENTS

6.1. Assessments to Owners.

(a) Subject to the terms and conditions set forth in Section 3.3 and Section 6.1(f) hereof, the Association is authorized to but may only levy and impose assessments for Common Expenses, which said assessments shall be levied and imposed in the manner set forth in Section 6.5 hereof (said assessments are hereinafter referred to as "**General Assessments**"). Subject to the terms and conditions set forth in Section 6.1(f), General Assessments levied hereunder shall be allocated equally among all Residential Units. Each and every Owner, by acceptance of his/her recorded deed or contract of sale for any Residential Unit, hereby expressly acknowledges and agrees to pay any and all General Assessments levied and/or imposed against such Owner's Residential Unit.

(b) Any and all General Assessments imposed under Section 6.1(a) hereof, plus any late charges assessed under Section 6.1(e) and interest at the rate of fifteen (15%) percent on any General Assessments which are in arrears, together with any and all costs and reasonable attorney's fees incurred by the Association for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each General Assessment is made.

(c) Intentionally deleted.

(d) Subject to the terms and conditions set forth in Section 3.3 and Section 6.5 hereof, the Association, through action of its Board of Directors, may fix the dates and the manner by which General Assessments shall be paid, including the acceleration of the annual General Assessments for any delinquent account unless General Assessments are to be paid on a monthly basis as determined by the Association in its sole discretion.

(e) Intentionally deleted.

(f) Notwithstanding any term to the contrary set forth herein, any Residential Unit owned by the Developer or the Builder shall not be subject to any

Assessments (as defined in Section 6.3(a)), for any reason whatsoever.

6.2. Computation of General Assessment.

(a) Subject to the terms and conditions set forth in Section 3.3 hereof, it shall be the duty of the Board of Directors for the Association, at least thirty (30) days prior to the beginning of each fiscal year of the Association, to prepare a budget covering the estimated Common Expenses for the then upcoming fiscal year (the "**Budget**") and present the same to all Members of the Association. The Association, through its Board of Directors, shall cause a copy of the Budget and the amount of the General Assessment to be levied and imposed against each Residential Unit for such upcoming fiscal year to be delivered to each Member at least fifteen (15) days prior to the meeting of the Board of Directors at which the Budget will be voted on. The Budget and the General Assessments shall become effective unless disapproved at the aforesaid meeting by at least the majority vote of all Members voting thereat.

(b) In the event that a majority of the Members of the Association disapprove the Budget proposed for the applicable upcoming fiscal year, in accordance with the terms and conditions set forth in Section 6.2(a) hereof, or the Association's Board of Directors fails, for any reason whatsoever, to create a Budget for such upcoming fiscal year, the Budget in effect for the then current fiscal year shall continue for such upcoming fiscal year and the General Assessments shall remain the same until such time as a Budget, including the amount of the General Assessments, is prepared and approved pursuant to the terms of Section 6.2(a) hereof.

(c) Notwithstanding any term to the contrary set forth herein, in the event full and complete control of the Association is held by the Developer in accordance with the provisions of Section 3.3 hereof, the Budget for each fiscal year, including the amount of the General Assessments to be levied and imposed against each Residential Unit for such fiscal year, shall be determined by the Developer or its assignee, in the sole discretion of the Developer or its assignee, at least thirty (30) days prior to the end of the immediately preceding fiscal year; and, upon determining the Budget for such upcoming fiscal year, including the amount of the General Assessments to be levied and imposed against each Residential Unit for the upcoming fiscal year, the Developer shall provide written notice of the Budget and the amount of General Assessment to be levied and imposed against each Residential Unit for such upcoming fiscal year to each Member of the Association at the Member's last known address. The Developer reserves the right to amend the Budget, including the amount of the General Assessments so levied and/or charged thereunder at any time and in any amount as the Developer may determine in its sole discretion, provided full and complete control of the Association is held by the Developer in accordance with the provisions of Section 3.3 hereof.

(d) Except as provided in Section 6.2(c), the Association's Board of Directors may not, without the vote or written consent of a majority of all Members, impose a General Assessment which is greater than twenty percent (20%) than the amount of the General Assessment imposed for the previous fiscal year.

6.3. Special Assessments.

(a) In addition to the General Assessment authorized under Section 6.1 hereof, the Association, through action of its Board of Directors, subject, however, to the terms and conditions set forth in Section 3.3 hereof, may levy and/or impose a special

assessment(s) ("**Special Assessment**") during and for any fiscal year as permitted by the laws of the State of Maryland. (General Assessments and any Special Assessment(s) are hereinafter referred to collectively as "**Assessments**").

(b) Intentionally deleted.

6.4. **Lien for Assessments.** When a statement of lien has been recorded, it may be enforced by the laws of the State of Maryland.

6.5. **Date of Commencement of Annual General Assessments.** Except as provided in Section 6.1(f) and subject to the terms of Section 6.2(d), any and all General Assessments imposed and/or levied hereunder shall be due and payable by an Owner to the Association on or before a date determined by the Association.

6.6. **Subordination of a Lien to Deeds of Trust & Mortgages.** A lien arising from any Assessment levied and/or otherwise imposed hereunder, including any and all late charges, interest, costs and reasonable attorney's fees provided for herein, shall be subordinate to the lien of any Mortgage of record upon the Residential Unit on which the Assessment is imposed. The sale or transfer of a Residential Unit shall not affect any lien upon such Residential Unit. However, the sale or transfer of any Residential Unit pursuant to judicial or non-judicial foreclosure of a Mortgage of record shall extinguish the lien of such Assessment as to payments which become due prior to such sale or transfer of the Residential Unit. No sale or transfer shall relieve such Residential Unit from lien rights for any Assessment thereafter becoming due. Where the Mortgagee of a Mortgage of record or other purchaser of a Residential Unit obtains title thereto, such Person's successors and/or assigns shall not be liable for Assessments charged by the Association to such Residential Unit which became due prior to the acquisition of title to such Residential Unit by the acquirer thereof.

6.7. **Association Deposit Accounts.** All deposits of the Association shall be deposited in a FDIC insured interest-bearing account in the name of the Association.

ARTICLE VII

ARCHITECTURAL STANDARDS

7.1. **Authority of Board of Directors.** Subject to the terms and conditions set forth in Section 3.3 hereof, the Association's Board of Directors shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "**ARC**") established by this Article VII. Notwithstanding any term to the contrary set forth herein, none of the terms contained in this Article VII may be amended or otherwise modified without the express prior written consent of the Developer, so long as the Developer owns any Residential Unit(s), and Builder, so long as Builder owns any Residential Unit(s).

7.2. **Compliance.** Subject to the exemption set forth in Section 7.5, no construction, including any staking, clearing, excavation, grading and any other site work whatsoever on any portion of the Property, and no plantings or removals of plants, trees or shrubs on any portion of the Property, shall take place except in strict compliance with the provisions of this Article VII and until the requirements thereof have been fully met and the

approval of the ARC has been obtained.

7.3. Architectural Review Committee. Subject to the exemption set forth in Section 7.5, the ARC shall have exclusive jurisdiction over any and all construction and any modification(s), addition(s) and/or alteration(s) to or on any portion of the Property. Until all Residential Units located within or otherwise being a part of the Property have been conveyed to purchasers other than Builder in the normal course of development and sale, the Developer shall retain the exclusive right to appoint all members of the ARC, which shall consist of at least three (3) individuals, none of whom shall be required to be an Owner.

7.4. Review by Architectural Review Committee. Prior to the commencement of any construction, including any staking, clearing, excavation, grading and any other site work whatsoever on any portion of the Property, the plans and specifications showing the nature, kind, shape, color, size, materials and location of the improvements to be constructed, modified, added and/or altered on any portion of the Property shall be approved by the ARC, in its sole discretion, as to quality of workmanship, design and harmony of external design, and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained in this Declaration shall be construed so as to limit the right of an Owner to remodel the interior of such Owner's Residential Unit or to paint the interior of such Residential Unit any color so desired by the Owner and/or occupant of such Residential Unit. In the event the ARC fails to approve or disapprove the plans and specifications required to be submitted under this Section 7.4 or to request additional information reasonably required to make a decision thereon within forty-five (45) days after the submission of such plans and specifications, the plans and specifications so submitted shall be deemed to have been approved by the ARC.

7.5. Developer/ Builder Exemption. Notwithstanding any term to the contrary set forth herein, the ARC shall have no jurisdiction over, and the provisions of this Article VII shall not apply to, any and all construction, modification(s), addition(s) and/or alteration(s) to or on any portion of the Property owned by the Developer or the Builder, including any staking, clearing excavation, grading and any other site work whatsoever on any portion of the Property owned by the Developer or the Builder.

ARTICLE VIII USE RESTRICTIONS

8.1. Restrictions on Use of Property.

(a) The Property and any and all portions thereof may be used for any purpose permitted by applicable law. Subject to the terms and conditions set forth in Section 3.3 hereof the Association, acting through its Board of Directors, shall have standing authority and the power to make and enforce reasonable rules and regulations restricting the use of any Residential Unit and/or Common Area which is subject to this Declaration. Land use standards constituting the initial restrictions and standards applicable to the Property or any portion thereof are attached hereto and incorporated by reference herein as **Exhibit A.**

(b) Intentionally deleted.

(c) The Association, acting through its Board of Directors, subject, however, to the terms and conditions set forth in Section 3.3 hereof, shall have the power to seek relief in a court of competent jurisdiction for a violation of any of the rules and regulations governing the use of the Property or any portion thereof and/or abate any nuisance relating to the use of the Property or any portion thereof.

8.2. Use of Property by Developer / Builder. Notwithstanding any term to the contrary contained herein, a real estate sales, leasing or construction office or a trailer and related signs, may be erected, maintained and operated on the Property or any portion thereof by Developer or Builder, or their respective, successors, agents and assigns, or in any structure now or hereafter located thereon.

ARTICLE IX

EASEMENTS; RIGHT OF ENTRY; DELEGATION OF USE

9.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion(s) of the Common Area adjacent thereto and/or as between adjacent Residential Units due to the unintentional placement, settling or shifting of the improvements so constructed, reconstructed or altered thereon.

9.2. Easements for Utilities, etc.

(a) The Developer hereby reserves for itself and its designees, successors and/or assigns blanket easements upon, across, over and under all of the Common Area and, to the extent shown on any plat, any or all of the Residential Units for ingress, egress, installation, replacing, repairing and/or maintaining cable television systems, master television antenna systems, security and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, drains, meter boxes, telephones, gas and/or electricity. The blanket easements reserved by the Developer under this Section 9.2 may be assigned by the Developer, by written instrument, to its successors or the Association, and the Association shall accept any such assignment upon the terms and conditions deemed acceptable by the Developer in its sole discretion. In the event the Developer assigns all or any part of the blanket easements reserved by the Developer under this Section 9.2(a) unto its successors or the Association, the Board of Directors for the Association shall, upon written request, grant such easements as may be reasonably necessary for the development of any portion of the Property.

(b) Notwithstanding any term to the contrary set forth in this Section 9.2, no sewers, electrical lines, water lines or other utilities may be installed or relocated on any portion of the Property, without the prior approval of the Association, through its Board of Directors (subject, however, to the terms and conditions set forth in Section 3.3 hereof). Should any entity furnishing a service and/or utility covered by the blanket easements set forth in Section 9.2(a) hereof request a specific easement by separate recordable document, the Association, through its Board of Directors (subject, however, to the terms and conditions set forth in Section 3.3 hereof), shall have the right to grant such specific easement on the applicable portion of the Property without conflicting with the terms of this Section 9.2.

(c) Subject to the terms and conditions set forth in Section 3.3 hereof, the

Association's Board of Directors shall have, by the laws of the State of Maryland, the right to dedicate all or any portion of the Common Area to the City of Salisbury, Maryland and/or Wicomico County, Maryland or any other local, state or federal governmental entity for continued open space or recreational purposes.

9.3. Right of Entry. Any and all policemen, firemen, ambulance personnel and/or similar emergency personnel may enter into or onto any Residential Unit in the performance of their respective duties.

9.4. Delegation of Use. Any Owner may delegate, in accordance with the terms and conditions of the Bylaws of the Association, of even date herewith, his or her right of enjoyment to the Common Area and common facilities, if any, to the members of the Owner's family, tenants and/or social invitees; however, it is the intent of this Declaration that tenants shall have access to and the right to use the Common Area during any lease term.

ARTICLE X RIGHTS OF MORTGAGEES

10.1. Applicability of Article X. The provisions contained in this Article X are for the benefit of holders of a first Mortgage of record on a Residential Unit located within the Property. To the extent applicable, necessary or proper, the provisions of this Article X apply to this Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association. Where indicated, the provisions of this Article X apply only to an "**Eligible Holder**" as hereinafter defined.

10.2. Notice of Action. An institutional holder or insurer of a first Mortgage of record on a Residential Unit located within the Property who provides a written request to the Association (which such request shall state the name and address of such institutional holder, insurer or guarantor and the Owner of the applicable Residential Unit) (therefore becoming an "**Eligible Holder**") will be entitled to timely written notice of:

- (a) Any proposed termination of the Association;
- (b) Any condemnation loss which affects a material portion of the Property
- (c) Any delinquency in the payment of Assessments or others owed by an Owner of a Residential Unit subject to the Mortgage of record held by such Eligible Holder, where such delinquency has continued for a period of sixty (60) days;
- (d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond (if any) maintained by the Association.

10.3. Right to Make Payments. Eligible Holders may, jointly or singularly, pay any taxes, assessments or any other charges which are in default and which may or have become a charge against the Common Area and/or any overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of such a policy for the Common Area, and the Eligible Holders making such payments shall be entitled to immediate reimbursement from the Association.

**ARTICLE XI
GENERAL PROVISIONS**

11.1. Term. The covenants and restrictions set forth in this Declaration shall run with and bind the Property and all portions thereof, and shall inure to the benefit of, and shall be enforceable by, the Association, acting through its Board of Directors (subject, however, to the terms and conditions set forth in Section 3.3 hereof), or the Owner of any lot or parcel of land which is subject to this Declaration (including the Owner's respective legal representatives, heirs, successors and assigns), for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions set forth herein shall be automatically extended for successive periods of ten (10) years, unless an instrument, in writing, signed by a majority of the then Owners (which said Owners shall include the Developer or it assigns in the event the Developer or its assigns owns any Residential Unit(s) at such time), has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to amend, modify or otherwise change said covenants and restrictions, in whole or in part, or to terminate the same.

11.2. Amendment.

(a) Subject to the terms and conditions set forth in Section 3.3 hereof, this Declaration may be amended in whole or in part as permitted by the laws of the State of Maryland. Any amendment to this Declaration must be recorded in the Land Records of Wicomico County, Maryland.

(b) Notwithstanding any term to the contrary set forth herein, no amendment to this Declaration may remove, revoke or otherwise modify any right or privilege of the Developer or Builder without the prior written consent of the Developer (or its assignee) and Builder, which such consent shall be subject to the sole discretion of the Developer and Builder.

(c) Notwithstanding any term to the contrary set forth herein, the Developer shall have the right, by instrument duly recorded among the Land Records of Wicomico County, Maryland, which need only be signed by the Developer and the holder of any Mortgage of record or similar lien on the portion of the Property then owned by the Developer to modify the provisions of this Declaration if the modification is required by the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or the Government National Mortgage Association, or any successor agencies thereto, as a condition of the approval by such agency of the Property or any part thereof or any lot thereon for approved mortgage financing purposes under applicable rules of the Veterans Administration, Federal Housing Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association or similar programs; and, the consent to the modification by the Owner or of the holder of any Mortgage of record or lien upon the lot or parcel of land on which such Owner's Residential Unit is located shall not be required even though the modification relates to portions of the Property no longer owned by the Developer.

11.3. Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred

by or imposed upon any such officer or director in connection with any claim, action, suit or other proceeding (including the settlement of any such claim, action, suit or other proceeding, if approved by the then Board of Directors) to which the officer or director may be a party by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, willful or intentional misconduct, or bad faith. The officers or the directors of the Association shall have no personal liability with respect to any contract or other commitment made by such officers or directors, in good faith, on behalf of the Association (except to the extent that any such officer or director may also be a Member of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, provided such insurance is reasonably available.

11.4. Severability. Whenever possible, each and every provision and term of this Declaration shall be interpreted in a manner to be effective and valid, but if any provision or term of this Declaration is held, by a court of competent jurisdiction, to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Declaration.

11.5. Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Association, the Developer, and each and every Owner and/or Member, hereby irrevocably and unconditionally consent to the sole and exclusive jurisdiction of the Circuit Court or District Court of Wicomico County, Maryland, as the case may be, for any action, suit or proceeding arising out of this Declaration or the transactions contemplated hereby and agree not to commence any action, suit or proceeding related thereto except in either of the aforesaid courts. Each and every of the aforesaid parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Declaration in any of the aforesaid courts and agree not to plead or claim that any such action, suit or proceeding has been brought in an inconvenient forum.

11.6. Section Headings. The section headings contained in this Declaration are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Declaration.

11.7. Construction. The use of a particular gender herein shall apply to all genders and the use of the singular shall apply to the plural. This Declaration 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 Declaration.

11.8. Complete Declaration. This Declaration and all exhibits attached hereto (if any) constitutes the entire agreement with respect to the matters set forth herein and supersedes all prior written and oral agreements, statements and understandings relating to the subject matter of this Declaration and all terms and conditions set forth herein. For the avoidance of doubt, and without limiting the generality of the foregoing, this Declaration supersedes and replaces the Original Declaration in its entirety.

11.9. Recitals. The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Declaration.

11.10. Counterparts. This Declaration 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.

11.11. Assignment. The Declarant and/or Developer may, without limitation or restriction, assign any or all of its rights, interests, liabilities, obligations or responsibilities as set forth in this Declaration.

11.12. Consent to Development. Any provision of the Governing Documents to the contrary notwithstanding, there is hereby reserved unto the Declarant (or such other party as may be designated by the Declarant in writing) during the Development Period an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all Owners, contract purchasers of Residential Units, Mortgagees, other lienholders, and any other parties having any legal or equitable interest in all or any portion of the Property (collectively “**Interested Parties**” and individually an “**Interested Party**”), any and all zoning approvals, preliminary plans, site plans, subdivision plats, public works agreements, dedication deeds and agreements, development agreements, applications, permits, easements, licenses, amendments to the Development Plan, amendments to the Governing Documents and any other instruments as may from time to time be deemed necessary or desirable by the Declarant, in its sole discretion, in connection with (a) any development matters relating to the Development Plan, (b) any requirements of any governmental agencies or authorities, (c) any requirements of a lender or secondary mortgage agency, or (d) any requirements of the Development Plan. Each Interested Party shall be deemed to have consented to any and all such instruments and shall be deemed to have granted unto the Declarant (or such other party as may be designated by the Declarant in writing) an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments. Further, each Interested Party shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such purposes.

11.13. Declarant’s Development Rights. Any provision of the Governing Documents to the contrary notwithstanding, the Development Plan may only be amended by or with the prior written consent of the Declarant, and no Owner shall act or fail to act in a manner that would impair or unreasonably impede the ability of the Declarant to implement the Development Plan, or to otherwise exercise or benefit from the density, floor area ratio, parking capacity, open space and other development rights applicable with respect to the Property (collectively, the “**Declarant’s Development Rights**”), including, without limitation, any action or failure to act by any Owner that (i) would constitute or tend to constitute a violation of the Development Plan, including, without limitation, any building permit, site plan covenant or other approval applicable with respect to the construction of dwelling units and related improvements within the Property, or (ii) would cause any dwelling unit or related improvements owned or under development by the Declarant to violate or tend to violate any land use or zoning requirements applicable with respect to the Property or such dwelling units and related improvements. No Owner shall seek to utilize or impair, directly or

indirectly, any of the Declarant's Development Rights without the express prior written consent of the Declarant, which consent may be granted or withheld in the sole and absolute discretion of the Declarant.

11.14. Delay in Performance - Force Majeure. If the performance of any act or obligation under the Governing Documents is prevented or delayed by an act of God, pandemic, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, terrorism, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws and orders of government or civil or military authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the party required to perform such act or obligation, then such party shall be excused from the performance of such act or obligation for so long as such party is so prevented or delayed by reason thereof.

{Remainder of this page intentionally left blank Signature(s) to follow}

EXHIBIT A

LAND USE RESTRICTIONS FOR JOHNSON'S RETREAT SUBDIVISION

General Provisions:

1. Subject to the terms and conditions set forth in Section 3.3, Section 7.5 and Section 8.2 of the Declaration of Covenants and Restrictions for Johnson's Retreat Subdivision (the "**Declaration**"), to which this Exhibit is attached and incorporated by reference therein, the Johnson's Retreat Homeowners Association, Inc. (the "**Association**") reserves the right to alter, amend, modify, repeal or revoke these Restriction at any time, and for any reason, by resolution of the Association acting through its Board of Directors.

2. Wherever in these Restrictions reference is made to "**Owner**", such term shall apply to the Owner of any Residential Unit, and such Owner's family, tenant whether in residence or not, agents, visitors, guests, invitees and/or licensees. Wherever in these Restrictions reference is made to the Association, such term shall apply to the Association and the managing agent(s) or management company when same is/are acting on behalf of the Association.

3. Each and every Owner shall comply with all of the Restrictions hereinafter set forth.

Restriction on Use:

4. There shall be no obstruction of any portion of the Common Area. Nothing shall be stored on any portion of the Common Area without the prior written consent of the Association's Board of Directors, except as expressly provided in the Declaration or the Bylaws of the Association.

5. Nothing shall be done or kept by an Owner in, on or upon any portion of the Common Area which may increase the Association's rate of insurance, as determined by the Board of Directors in its sole discretion, without the prior written consent of the Board of Directors, which such consent shall be subject to the sole discretion of the Board of Directors.

6. Each and every Owner shall keep his/her/its Residential Unit in a good state of preservation, repair and cleanliness. Any and all trash removal for or from a Residential Unit shall be the sole responsibility of the Owner of such Residential Unit at such Owner's sole cost and expense.

7. No noxious or offensive activity shall be carried on, in, upon or within any Residential Unit or on any portion of the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners. No Owner shall make or permit anything to occur which will interfere with the rights, comforts or convenience of other Owners.

8. No Residential Unit shall be used for any unlawful purpose, and no Owner shall do or permit any unlawful act in or upon such Owner's Residential Unit.

9. All Owners shall observe and abide by any and all parking and traffic laws, regulations or ordinances posted by the Association or by any municipal authority having

jurisdiction over the Property. Any vehicle parked in violation of any such law, regulation or ordinance may be towed at the vehicle owner's sole risk, cost and expense.

Association:

10. Any complaint regarding the management of the Common Area or regarding actions of any Owner(s) shall be made in writing to the managing agent(s) or management company acting on behalf of the Association. No Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the managing agent(s) or management company acting on behalf of the Association, and/or Association.

11. The planting of plants, flowers, trees, shrubbery and/or crops of any type or kind is prohibited on, within or upon the Common Area, without the prior written consent of the Board of Directors, which such consent shall be subject to the sole discretion of the Board of Directors.

DOCUMENT VALIDATION

James B McAllister, Clerk Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551



Infrastructure and Development Planning and Zoning Commission Staff Report

Meeting of March 16, 2023

I. BACKGROUND INFORMATION:

Project Name: Harbor Pointe Phase 3

Applicant: Davis, Bowen & Friedel, Inc.
601 E Main St, St #100
Salisbury, MD 21804

Owner: MCAP Salisbury LLC
534 E Main St, St 8
Charlottesville, VA 22902

Infrastructure and Development Project No.: 21-012

Nature of Request: Final Subdivision Approval

Location of Property: Harbor Pointe Drive

Zoning District: Planned Residential District No. 3B – Harbor Pointe Phases III and IV

Tax Map and Parcel: Tax Map: 0113, Grid: 0019, Parcel: 1134

Area: 10.23 Acres

II. EXPLANATION OF REQUEST:

The applicant proposes to subdivide (Attachment 1) Harbor Pointe Phase 3 into twenty-six (26) lots consisting of twenty-four (24) cottages, a care home, and an apartment building for the elderly and handicapped. Currently, twelve (12) cottages and the care home are existing on the parcel. These lots are served by private roads. Per City of Salisbury Subdivision Regulations, this subdivision plat requires Planning Commission approval.

III. SUBDIVISION STATUS:

A. WAIVERS REQUIRED:

N/A



City of Salisbury

John "Jack" R. Heath, Mayor

B. FOREST CONVERSATION:

A Forest Conservation review shall be completed by Wicomico County Planning & Zoning prior to final approval of the subdivision plat. All Forest Conservation requirements shall be recorded with the subdivision plat.

C. PLANNING STAFF COMMENTS:

The proposed subdivision is consistent with previous Planning Commission approvals for the development pattern and the proposed text amendment for Harbor Pointe Phases III and IV. The perimeter setbacks from adjoining parcels remain the same and per the proposed text amendments for Harbor Pointe Ph 3, setbacks for the lots are shown on the subdivision plat as a table. Changes to the lot setbacks will require Planning Commission approval prior to recordation of a resubdivision plat.

The Planning Commission approved the Preliminary Subdivision Plat on February 16, 2023.

IV. RECOMMENDATION:

Planning Staff recommends granting Final Subdivision Plat Approval for Harbor Pointe Phase 3, subject to all conditions of approval being met.

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. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development and other applicable agencies.
5. The Final Subdivision Plat cannot be recorded until the approval of the text amendments by the City Council.

NOTES:

1. WATER AND SEWER CAPACITY EXISTS AND WILL BE RESERVED FOR THIS SUBDIVISION. SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS. CENTRAL WATER AND SEWER WILL BE SERVED BY THE CITY OF SALISBURY.
2. PRIVATE IRRIGATION SYSTEMS SHALL NOT BE INSTALLED IN CITY RIGHT-OF-WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT.
3. ALL NON-CITY UTILITIES, SUCH AS BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, GAS AND C.A.T.V. SHALL BE INSTALLED OUTSIDE THE CITY OF SALISBURY UTILITY EASEMENT UNLESS WRITTEN CONSENT IS OBTAINED FROM THE CITY OF SALISBURY.
4. OWNER/DEVELOPER, AND SUBSEQUENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, SHALL NOT MODIFY THE INDIVIDUAL LOT GRADING PLANS AND/OR THE IMPROVEMENTS CONSTRUCTION PLAN, AS APPROVED BY THE SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT, WITH CONSTRUCTION GRADING, OR LANDSCAPING.
5. THIS PROJECT IS EXEMPT FROM FOREST CONSERVATION ACT REQUIREMENTS PER 126-4 EXEMPTIONS. (A) EXEMPTIONS NOT REQUIRING A DECLARATION OF INTENT. THE FOLLOWING ACTIVITIES OR LANDS ARE EXEMPT FROM THE REQUIREMENTS OF THIS CHAPTER:
(10) A PLANNED UNIT DEVELOPMENT THAT, BY DECEMBER 31, 1991, HAS:
A. MET ALL REQUIREMENTS FOR PLANNED UNIT DEVELOPMENT APPROVAL; AND
B. OBTAINED INITIAL DEVELOPMENT PLAN APPROVAL BY THE DEPARTMENT.
NO CONSTRUCTION OF ANY STRUCTURAL IMPROVEMENTS, PLANT TREES, SHRUBS OR PLACE ANY LANDSCAPING OTHER THAN GRASS IN OR ON THE EASEMENT AREA, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENT HEREBY CONVEYED PERMITTED, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALISBURY.
6. OPEN SPACE PARCELS ARE NOT APPROVED FOR BUILDABLE LOTS.
7. PRELIMINARY SUBDIVISION PLAT APPROVED BY THE PLANNING COMMISSION ON FEBRUARY 16, 2023.

SITE DATA

OWNER/DEVELOPER: MCAP SALISBURY LLC
534 E. MAIN ST., SUITE B
CHARLOTTEVILLE, VA 22902-5395
PHONE: 434-531-4858

PROPERTY ADDRESS: 611 TRESSLER DRIVE
SALISBURY, MD 21801

TAX MAP, GRID, PARCEL NO.: 0113, 0019, P. 1134, LOT PAR A
CITY OF SALISBURY MAP NO.: 188 & 189

DEED REFERENCE: 04807/00240

PLAT REFERENCE: 0011/0137

ZONING:
EXISTING: PLANNED RESIDENTIAL DISTRICT 3B
PROPOSED: PLANNED RESIDENTIAL DISTRICT 38

BUILDING SETBACKS:
PERIMETER: 40' FROM WEST PROPERTY LINE
HARBOR POINTE DRIVE: 50' FROM PROPERTY LINE
PHASE III CLUSTER LOTS: 30' FROM PROPERTY LINE
PHASE III RECREATION AREA: 10' FROM PROPERTY LINE
PHASE IV: 30' FROM PROPERTY LINE

TOTAL PARCEL AREA: 10.23 ACRES

FLOOD ZONE: ZONE X - OUTSIDE FLOODPLAIN
(FIRM MAP 24045C0232E,
DATED AUGUST 17, 2015)

TOTAL NUMBER OF LOTS: 26

MINIMUM LOT SIZE: 2,000 SF

COORDINATE TABLE

POINT	NORTHING	EASTING
1	253249.630	1702572.126
2	253488.320	1702972.145
3	253561.110	1702977.413
4	253625.901	1703072.424
5	253625.254	1703159.773
6	253637.501	1703187.134
7	253379.099	1703040.626
8	252836.032	1703345.274
9	252497.991	1703692.264
10	252425.400	1703800.389
11	252746.177	1702859.314
12	252886.428	1702807.546
13	252855.990	1702751.471
14	252885.403	1702743.982
15	252906.129	1702800.274
16	253048.380	1702748.506
17	253025.785	1702692.351
18	253052.095	1702764.034
19	253126.225	1702736.672
20	253121.583	1702724.061
21	253099.194	1702644.860
22	253240.177	1702613.449
23	253261.834	1702672.293
24	253268.591	1702682.234
25	253340.280	1702712.976
26	253480.942	1702919.245
27	253518.711	1702954.315
28	253541.172	1702974.128
29	253574.555	1703008.598
30	253620.590	1703076.105
31	253577.582	1703108.883
32	253653.622	1703163.174
33	253493.198	1703114.712
34	253429.872	1703021.848
35	253456.096	1702996.951
36	253478.896	1702964.300
37	253418.562	1703005.264
38	253355.236	1702912.401
39	253415.515	1702914.337
40	253405.218	1702856.125
41	253344.795	1702897.090
42	253281.466	1702804.226
43	253341.862	1702813.269
44	253317.973	1702728.187
45	253271.606	1702711.866
46	253237.205	1702780.995
47	253239.613	1702802.747
48	253214.168	1702732.992
49	253188.415	1702742.497
50	253130.718	1702783.294
51	253125.910	1702778.795
52	253197.227	1702883.753
53	253256.989	1702843.418
54	253268.112	1702839.335
55	253208.534	1702900.394
56	253271.705	1702993.363
57	253331.383	1702952.304
58	253379.825	1703003.636
59	253313.859	1702986.513
60	253367.058	1702996.882
61	253356.006	1703003.636
62	253351.777	1703058.177
63	253285.664	1703043.095
64	253250.343	1703051.737
65	253255.174	1703071.418
66	253101.419	1702790.793
67	253077.951	1702783.271
68	252761.218	1702900.181
69	253269.316	1702712.636
70	253516.352	1703170.519
71	253484.688	1703137.730
72	253370.943	1702970.333
73	253270.994	1703009.289
74	253285.741	1703065.857
75	253057.547	1703221.009
76	253001.149	1703252.647
77	252989.863	1703236.046
78	252998.616	1703231.136
79	252830.376	1702983.693
80	252793.332	1702896.264
81	252740.398	1702915.802
82	252726.547	1702878.277
83	253111.233	1702862.463
84	253222.848	1702879.495
85	253315.167	1702882.330
86	253470.155	1702910.340
87	253477.052	1702905.621
88	253481.391	1702926.870
89	253595.305	1703094.454
90	253572.080	1703113.653
91	253514.972	1703045.008
92	253275.928	1702718.132
93	253129.319	1702772.248
94	253275.265	1702986.225
95	253359.564	1703035.544
96	253284.850	1702844.684
97	253301.374	1702833.416
98	253300.338	1702788.225
99	253259.840	1703155.696
100	253249.892	1703007.621
101	253262.829	1703057.250
102	253047.013	1703003.987
103	253016.124	1703221.315
104	252848.023	1702974.076
105	252812.116	1702889.331
106	253216.528	1703025.448
107	253232.467	1702994.464
108	253205.043	1703009.848
109	253216.528	1703025.448
110	253277.807	1703062.343

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	185.14	49.24	49.24	N 47°47'19" E	17°08'51"
C2	88.50	83.87	78.73	S 20°37'53" W	17°09'17"
C3	20.00	26.55	24.64	N 17°46'21" E	76°03'51"
C4	25.50	38.03	34.60	N 81°28'18" W	85°26'51"
C5	50.00	38.64	37.69	N 81°20'39" E	44°18'51"
C6	10.00	15.74	15.75	N 72°13'39" E	103°56'09"
C7	41.50	55.02	51.08	N 17°43'28" E	75°58'06"
C8	41.50	52.61	49.16	N 19°23'34" E	72°37'53"
C9	41.50	42.47	42.47	S 18°39'28" E	32°01'33"
C10	52.50	4.12	4.12	S 55°07'41" E	4°55'15"
C11	50.00	37.33	36.47	S 55°07'41" E	4°55'15"
C12	122.15	110.49	110.49	S 31°45'07" E	4°55'15"

EASEMENT TABLE

LINE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
E1	S 46°00'00" W	45.58	45.58	S 46°00'00" W	0°00'00"
E2	S 55°42'31" W	423.66	423.66	S 55°42'31" W	0°00'00"
E3	S 20°59'35" E	49.44	49.44	S 20°59'35" E	0°00'00"
E4	S 20°59'35" E	47.99	47.99	S 20°59'35" E	0°00'00"
E5	S 20°59'35" E	9.63	9.63	S 20°59'35" E	0°00'00"
E6	NOT USED				
E7	N 75°23'21" E	33.53	33.53	N 75°23'21" E	0°00'00"
E8	N 75°23'21" E	24.93	24.93	N 75°23'21" E	0°00'00"
E9	S 34°12'45" E	275.94	275.94	S 34°12'45" E	0°00'00"
E10	S 29°17'29" E	48.98	48.98	S 29°17'29" E	0°00'00"
E11	S 29°17'29" E	15.68	15.68	S 29°17'29" E	0°00'00"
E12	S 55°47'15" W	20.07	20.07	S 55°47'15" W	0°00'00"
E13	N 29°17'29" W	110.04	110.04	N 29°17'29" W	0°00'00"
E14	S 55°47'15" W	90.21	90.21	S 55°47'15" W	0°00'00"
E15	S 55°47'15" W	68.25	68.25	S 55°47'15" W	0°00'00"
E16	S 55°47'15" W	140.76	140.76	S 55°47'15" W	0°00'00"
E17	S 87°02'15" W	94.95	94.95	S 87°02'15" W	0°00'00"
E18	S 20°15'35" E	23.43	23.43	S 20°15'35" E	0°00'00"
E19	S 20°15'35" E	33.00	33.00	S 20°15'35" E	0°00'00"
E20	S 69°44'25" W	40.00	40.00	S 69°44'25" W	0°00'00"
E21	N 20°15'35" W	24.97	24.97	N 20°15'35" W	0°00'00"
E22	N 20°15'35" W	320.00	320.00	N 20°15'35" W	0°00'00"
E23	S 20°15'35" E	79.02	79.02	S 20°15'35" E	0°00'00"
E24	N 20°15'35" E	149.50	149.50	N 20°15'35" E	0°00'00"
E25	N 20°15'35" E	49.75	49.75	N 20°15'35" E	0°00'00"
E26	N 55°42'31" E	20.62	20.62	N 55°42'31" E	0°00'00"
E27	S 20°15'35" E	8.19	8.19	S 20°15'35" E	0°00'00"
E28	S 55°47'40" E	17.83	17.83	S 55°47'40" E	0°00'00"
E29	N 55°47'40" E	257.87	257.87	N 55°47'40" E	0°00'00"
E30	N 34°22'46" W	3.89	3.89	N 34°22'46" W	0°00'00"
E31	N 34°22'46" W	4.46	4.46	N 34°22'46" W	0°00'00"
E32	N 55°42'31" E	20.00	20.00	N 55°42'31" E	0°00'00"
E33	S 34°12'45" E	2.97	2.97	S 34°12'45" E	0°00'00"
E34	S 34°12'45" E	5.42	5.42	S 34°12'45" E	0°00'00"
E35	S 55°47'40" E	202.63	202.63	S 55°47'40" E	0°00'00"
E36	S 55°47'40" W	43.39	43.39	S 55°47'40" W	0°00'00"
E37	S 55°47'40" W	56.20	56.20	S 55°47'40" W	0°00'00"
E38	S 55°47'40" W	56.20	56.20	S 55°47'40" W	0°00'00"
E39	S 55°47'40" W	20.07	20.07	S 55°47'40" W	0°00'00"
E40	S 55°47'40" W	56.20	56.20	S 55°47'40" W	0°00'00"
E41	S 55°47'40" W	56.20	56.20	S 55°47'40" W	0°00'00"
E42	S 55°47'40" W	18.53	18.53	S 55°47'40" W	0°00'00"
E43	S 55°47'40" W	56.20	56.20	S 55°47'40" W	0°00'00"
E44	S 55°47'40" W	37.27	37.27	S 55°47'40" W	0°00'00"
E45	S 55°47'40" W	18.93	18.93	S 55°47'40" W	0°00'00"
E46	S 55°47'40" W	38.16	38.16	S 55°47'40" W	0°00'00"
E47	S 23°52'04" W	42.70	42.70	S 23°52'04" W	0°00'00"
E48	S 20°15'35" E	1.88	1.88	S 20°15'35" E	0°00'00"
E49	S 20°15'35" E	61.20	61.20	S 20°15'35" E	0°00'00"
E50	S 20°15'35" E	25.61	25.61	S 20°15'35" E	0°00'00"
E51	S 20°15'35" E	67.59	67.59	S 20°15'35" E	0°00'00"
E52	S 55°42'31" E	74.27	74.27	S 55°42'31" E	0°00'00"
E53	S 55°42'31" E	56.15	56.15	S 55°42'31" E	0°00'00"
E54	N 55°42'31" E	20.10	20.10	N 55°42'31" E	0°00'00"
E55	S 55°42'31" E	56.20	56.20	S 55°42'31" E	0°00'00"
E56	S 55°42'31" E	52.29	52.29	S 55°42'31" E	0°00'00"
E57	N 20°59'35" W	17.20	17.20	N 20°59'35" W	0°00'00"
E58	N 20°59'35" W	72.88	72.88	N 20°59'35" W	0°00'00"
E59	S 55°42'31" W	132.26	132.26	S 55°42'31" W	0°00'00"
E60	N 34°17'29" W	20.00	20.00	N 34°17'29" W	0°00'00"
E61	N 55°42'31" E	20.87	20.87	N 55°42'31" E	0°00'00"
E62	N 55°42'31" E	56.20	56.20	N 55°42'31" E	0°00'00"
E63	N 55°42'31" E	18.53	18.53	N 55°42'31" E	0°00'00"
E64	N 55°42'31" E	56.20	56.20	N 55°42'31" E	0°00'00"
E65	N 55°42'31" E	20.07	20.07	N 55°42'31" E	0°00'00"
E66	N 55°42'31" E	56.20	56.20	N 55°42'31" E	0°00'00"
E67	N 55°42'31" E	56.20	56.20	N 55°42'31" E	0°00'00"
E68	N 55°42'31" E	56.20	56.20	N 55°42'31" E	0°00'00"
E69	S 55°42'31" E	12.52	12.52	S 55°42'31" E	0°00'00"
E70	N 46°00'00" E				



Infrastructure and Development Staff Report

March 16, 2023

I. BACKGROUND INFORMATION:

Infrastructure and Development Case No.: 23-001

Project Name: Beaglin Park Place

Applicant/Owner: Parker and Associates for Salisbury Beaglin LLC.

Nature of Request: Preliminary Comprehensive Development Plan Approval

Location of Property: Beaglin Park Dr and Gordy Rd – Tax Map: 0029 Grid: 0024 Parcel: 0312

Existing Zoning: PRD #7 Planned Residential District No. 7-The Villages at Aydelotte Farm

II. SUMMARY OF REQUEST:

Parker and Associates, on behalf of the owner, has submitted a narrative (Attachment 1) and a Preliminary Comprehensive Development Plan ("PCDP") (Attachment 2) for 109 townhouse units to be served by public streets.

III. DISCUSSION:

The applicant proposes to develop the wooded parcel know as Parcel H in 17.150.050.A7 (Attachment 3) of the zoning code into 109 townhouse units. The parcel is split by Beaglin Park Dr and bordered by Gordy Rd on the western portion. The proposed development is part of the Aydelotte Farm PRD.

IV. APPROVAL HISTORY:

There have not been any previous approvals for Parcel H.

V. COMPREHENSIVE DEVELOPMENT PLAN REVIEW:

The Zoning Code requires a Comprehensive Development Plan Approval. Staff notes the following with regard to Zoning Code requirements:

A. Site Plan (Attachment 2)

- 1. Parking/Access:** The minimum parking per the 17.150.050.A7 is 1.8 spaces per unit. Building elevations show a two-car garage with driveway that meets this minimum.



City of Salisbury

John "Jack" R. Heath, Mayor

2. **Refuse Disposal:** Trash collection will be private.
3. **Density:** The permitted density is 5.5 units per acre. The proposed density meets the code.

Property acreage: 29.47 ac

Density: 162.09 units

Proposed density: 109 units

4. **Building Setbacks/Spacing:** The code requirements for apartment setbacks are as follows:

Front: 30 ft

Side: 10 ft

Rear: 25 ft

5. **Open Space:** Multiple stormwater bio areas with a large facility are shown throughout the property. Grass common areas are also spread throughout the property.

B. Building Elevations/Floor Plans

Proposed building elevations and floor plans are included on Sheet AR-1 of Attachment 2.

C. Sign Plan

None submitted.

D. Landscaping Plan

A separate landscaping plan has not been provided.

E. Development Schedule

Construction is expected to begin once all approvals have been granted and applicable permits issued. A specific development schedule was not indicated.

F. Community Impact Statement



City of Salisbury

John "Jack" R. Heath, Mayor

The applicant is requesting a waiver to this requirement (Attachment 1).

Staff is supportive of this request to waive the Community Impact Statement.

G. Statement of Intent to Proceed and Financial Capability

The applicant is requesting a waiver to this requirement (Attachment 1).

Staff is supportive of this waiver. The developer currently has multiple projects in various phases of development in the City that are proceeding as planned.

H. Fire Service

The project is subject to further review by the Salisbury Fire Department.

I. Stormwater Management

The Stormwater Management Plan has yet to be submitted for review by the Salisbury Department of Infrastructure & Development.

J. Forest Conservation Program

All FCA requirements must be met prior to approval of the subdivision plat and final CPD.

K. Transportation, Streets, and Pedestrians

A traffic study will be required for the project to include existing and planned development in the area. Intersections to include in the study are the signals along Beaglin Park Dr at Gordy Rd, Zion Church Rd, and Still Meadow Blvd.

The streets shall comply with current City standard, these standards were recently updated and have been provided to the applicant.

The distance from the back edge of the sidewalk to the townhouses will need to be increased to at least 18' from the current 15' as shown in the detail on SP-2. Pedestrian traffic could be impeded due to vehicles blocking the sidewalks.

The shared use path along the east side of Beaglin Park Dr will need to be shown in accordance with the Bike Network plan and updated street design guidelines.

Wicomico County comments will be required as part of the civil engineering review due to the 50' access easement on the northern side of the western portion.



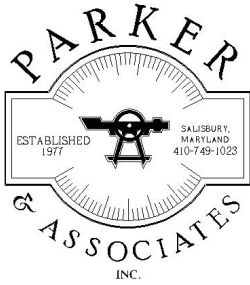
City of
Salisbury
John "Jack" R. Heath, Mayor

Subject to further review by the Department of Infrastructure and Development and other applicable agencies.

VI. RECOMMENDATION

Staff recommends approval of the Preliminary Comprehensive Development Plan for Beaglin Park Place with the following conditions:

1. The site shall be developed in accordance with a Final Comprehensive Development Plan Approval. Detailed building elevations, landscaping and lighting plan shall be incorporated in the Final Comprehensive Plan;
2. Provide a traffic study;
3. Provide a Development Schedule;
4. Waive the Statements of Intent to Proceed, Financial Capability, and Community Impact Statement requirements based upon the staff report; and
5. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development, the Salisbury Fire Department, and other agencies as appropriate.



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

LAND SURVEYING CIVIL ENGINEERING • LAND PLANNING FORESTRY SERVICES

February 7, 2023

City of Salisbury
Department of Infrastructure & Development
City of Salisbury
125 N. Division Street
Salisbury, MD 21801

Attn: Jessica Crenshaw
Ref: Beaglin Park Place - Comprehensive Development Plan

Dear Jessica,

Attached hereto, please find our proposed comprehensive development plan for the Beaglin Park Place project. It is the intent of this submittal to respectfully seek approval of this plan at the next possible Planning Commission hearing date, in accordance with the Planned Residential District No. 7 (Parcel H) zoning code, so that we may finalize engineering and development plans based upon the confidence that this is acceptable to the commission.

This comprehensive development plan proposes 109 two-story townhouses with garage and drive to be accessed by public streets. The portion of the development on the west side of Beaglin Park Drive will have a main access off of Gordy Road. The portion of the development on the east side of Beaglin Park Drive will have a main access of Beaglin Park Drive. Both entrances are subject to city review and approval. The current zoning of this property is Planned Residential District No. 7. Construction and development on this project will be in accordance with the zoning code, as well as the City of Salisbury construction specifications. All sewer, water and trash collection will be public entities. Parking will be based on City parking standards. Open space and SWM facilities will be included as shown on the plan.

Additionally, I would also like to respectfully request waivers of the community impact statement, the letter of financial capability, and of intent to proceed.

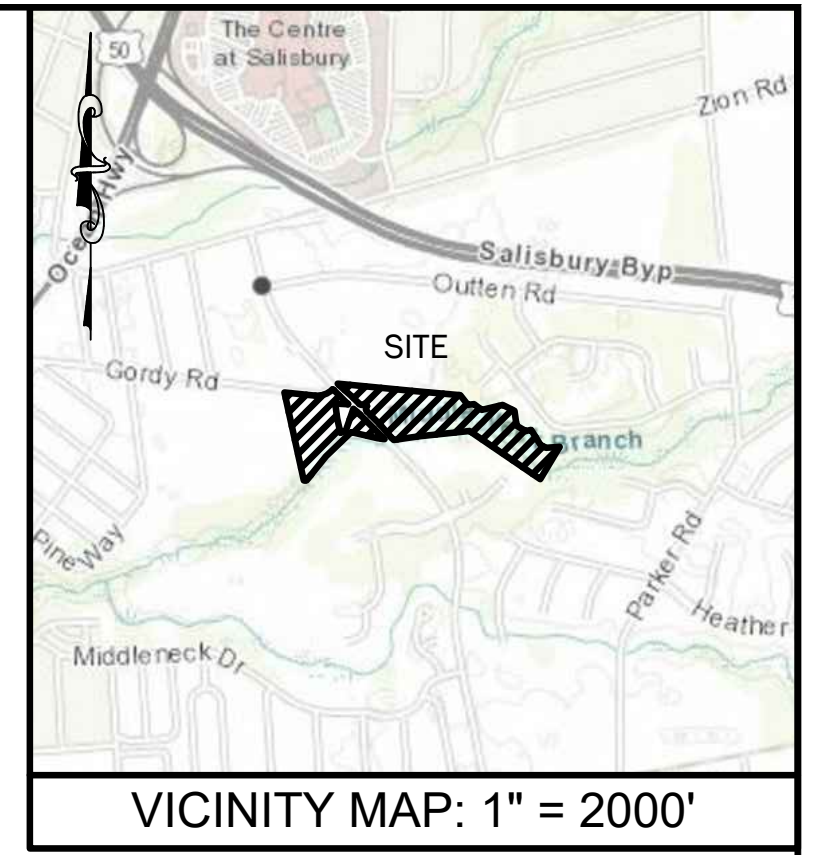
If I may be of further service to you whatsoever, please do not hesitate to ask. Thank you for your help on this matter

Sincerely,
Brock E. Parker, P.E., R.L.S.

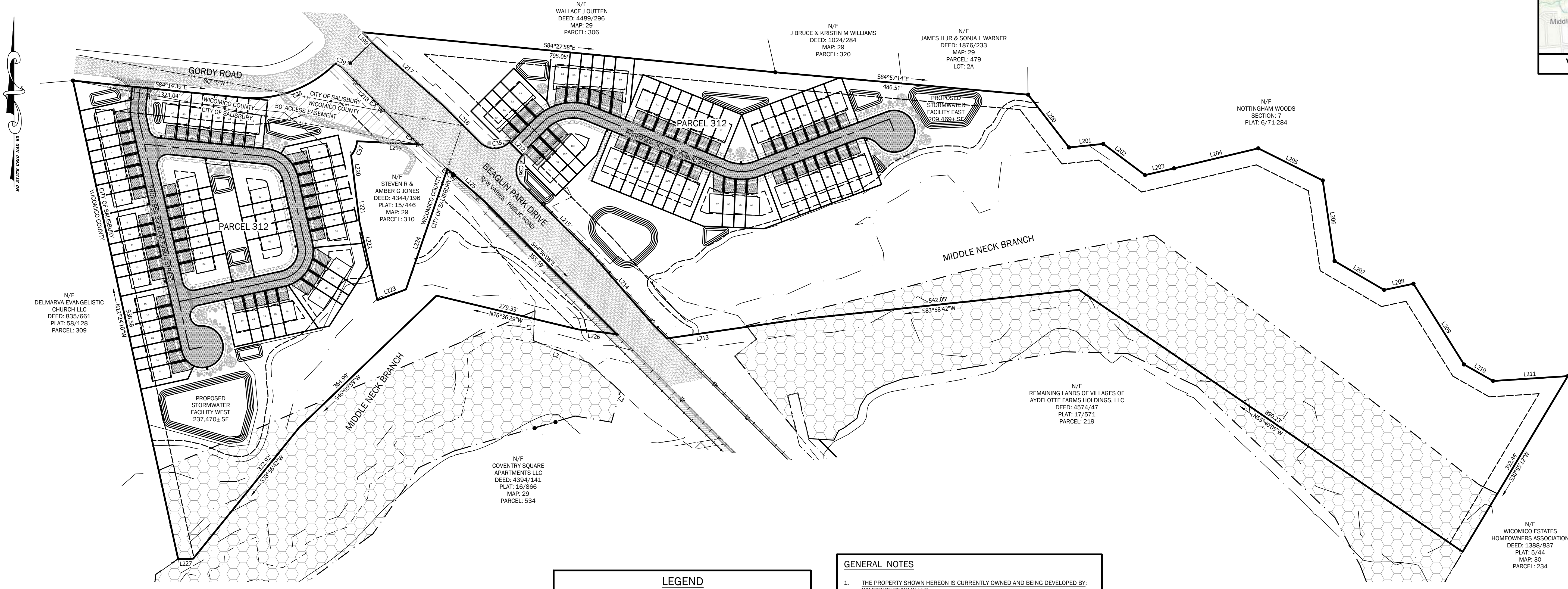
BEAGLIN PARK PLACE

SALISBURY, WICOMICO COUNTY, MD

COMPREHENSIVE DEVELOPMENT PLAN



SHEET INDEX	
TS-1	TITLE SHEET
SP-1	SITE PLAN EAST
SP-2	SITE PLAN WEST
AR-1	ARCHITECTURALS



TS-1	
GRAPHIC SCALE 1 inch = 100 feet	

REVISIONS	NO.	DATE	DESCRIPTION

TITLE SHEET		BEAGLIN PARK PLACE	
ROAD NAME: BEAGLIN PARK DRIVE		PROJECT NO.: 24	
DATE: 08/22/22	DRAWN BY: RBA	CHECKED BY: JF	SCALE: 1" = 100'
SURVEYING		PROJECT	

SYMBOL	DESCRIPTION	COUNT	NOTES
	QUERCUS ALBA - WHITE OAK	27	1. FOUNDATIONS TO BE PLANTED AND CONSIST OF A MIXTURE OF DECIDUOUS AND EVERGREEN SHRUBS (PINK SUMMERSWEET, BURNING BUSH, HYPERICUM, SPIRAEA, AZALEAS, AND JUNIPERS) AND A MIXTURE OF GROUND COVERS AND PERENNIALS (JUNIPERS AND FLOWERS, WITH ANNUAL COLOR TO BE SUPPLEMENTED WHERE APPLICABLE). 2. ALL LANDSCAPING WILL BE KEPT IN A HEALTHY, SUITABLE PRUNED STATE AND DEAD PLANT MATERIAL WILL BE REPLACED AS REQUIRED. 3. AN AUTOMATIC IRRIGATION SYSTEM WITH RAIN SENSORS SHALL BE PROVIDED IN ALL LANDSCAPED AREAS.
	LAGERSTROEMIA INDICA - CRAPE MYRTLE	24	
	ROSA KNOCK OUT - ROSE BUSH	96	
	RESIDENTIAL PLANTINGS - SEE NOTE	-	

Line #	Direction	Length
L199	N45°03'01"W	25.34
L200	S37°44'40"E	128.00
L201	N84°01'57"E	66.00
L202	S53°14'37"E	100.00
L203	N76°51'21"E	57.00
L204	N76°39'37"E	166.00
L205	S63°31'25"E	138.00
L206	S8°23'23"E	156.00
L207	S59°45'08"E	110.00
L208	N78°01'43"E	57.36
L209	S32°05'14"E	182.61
L210	S60°23'59"E	64.00
L211	N86°16'52"E	143.58
L212	N44°56'08"W	36.00
L213	S81°45'45"W	253.90

Line #	Direction	Length
L214	N40°53'52"W	156.32
L215	N44°56'08"W	189.95
L216	N44°56'08"W	90.53
L217	N48°38'37"W	179.22
L218	S44°56'08"E	192.90
L219	N87°08'56"W	119.25
L220	S7°05'55"E	64.75
L221	S7°05'55"E	64.64
L222	S12°51'57"E	153.30
L223	S69°14'47"W	58.80
L224	N18°57'55"E	243.89
L225	S48°58'24"E	84.43
L226	N82°51'11"W	74.82
L227	S88°36'40"W	28.94

CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	BEARING
C35	62.83	40.00	56.57	40.00	90°00'00"	S89°56'08"E
C36	62.83	40.00	56.57	40.00	90°00'00"	S0°03'52"W
C37	29.51	43.00	28.93	15.36	39°19'00"	N22°30'29"E
C38	198.46	223.81	192.02	106.29	50°48'20"	N70°21'10"E
C39	16.94	30.00	16.62	8.65	32°10'00"	N61°01'10"W

LEGEND	
	CONCRETE MONUMENT FOUND
	IRON PIPE W/CAP FOUND
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN OUTFALL STRUCTURE
	EXISTING CURB INLET
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED CLEAN OUT
	PROPOSED WATER VALVE
	PROPOSED WATER METER
	PROPOSED HYDRANT
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN CURB INLET
	PROPOSED STORM DRAIN AT GRADE INLET
	PROPOSED STORM DRAIN OUTFALL STRUCTURE
	PROPOSED STORM DRAIN FES
	PROPOSED LIGHT POLE
	PROPERTY BOUNDARY LINE
	PROPOSED PROPERTY BOUNDARY LINE
	BUILDING SETBACK LINE
	EXISTING FLOODPLAIN
	EXISTING NON-TIDAL WETLANDS
	EXISTING 25' NON-TIDAL WETLANDS BUFFER
	PROPOSED EDGE OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING SANITARY SEWER LINE
	EXISTING WATER LINE
	EXISTING STORM DRAIN
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN
	EXISTING PAVING
	PROPOSED PAVING
	PROPOSED SIDEWALK
	EXISTING FOREST CONSERVATION AREA

- GENERAL NOTES**
- THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED AND BEING DEVELOPED BY: SALISBURY BEAGLIN LLC, C/O JJ FARNAN, 112 MONTCHAN DRIVE, WILMINGTON, DE 19807, PHONE: 302-608-0330, EMAIL: jf003@gmail.com
 - DEED REF. 4464/1
 - LOT SIZE = 28.42 ACRES
 - THE PRESENT ZONING OF THIS PROPERTY IS: PLANNED RESIDENTIAL DISTRICT NO.7, THE VILLAGES AT AYDELOTTE FARM.
 - THIS PROPERTY IS LOCATED WITHIN G.P.R.M. MANAGEMENT ZONE A.
 - THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANELS 24045C0114E AND 24045C0118E DATED 8/15/2015, ZONES X, AREA OF MINIMAL FLOODING, AE, AREA OF 100 YEAR FLOOD, BASE FLOOD ELEVATION DETERMINED.
 - THE CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY W-1/S-1. CONTRACTOR TO VERIFY ALL ELEVATIONS LISTED ON THE PLAN WITH A MINIMUM OF THREE BENCHMARKS THAT ARE ON THIS PROJECTS UTILIZED DATUM PRIOR TO COMMENCING ANY CONSTRUCTION. IF ANY LOCATIONS OR ELEVATIONS OF BENCHMARKS, EXISTING FACILITIES, OR STRUCTURES DIFFER FROM THAT SHOWN HERE ON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AT 410-749-1023.
 - THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
 - THIS PROJECT IS INTENDED TO BE SERVED BY PUBLIC SEWER, PUBLIC WATER, AND PRIVATE TRASH COLLECTION.
 - ALL PROPOSED GRADING AND CONSTRUCTION SHOWN ON THESE PLANS SHALL TIE INTO EXISTING GRADES WITHIN THE LIMIT OF DISTURBANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE IN GRADES, ELEVATIONS AND SLOPES MATCH EXISTING CONDITIONS AND ARE ACCEPTABLE. IF CONDITIONS DIFFER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
 - PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ALL GRASS CUTTING WITHIN THE PUBLIC RIGHT OF WAY AND OR EASEMENTS ALONG THE FRONTAGE OF OR THROUGH THEIR PROPERTY. THE MAINTENANCE OF ALL LANDSCAPE MEDIAN OR ISLANDS LOCATED INSIDE OF CITY OF SALISBURY RIGHT OF WAY IS THE RESPONSIBILITY OF THE LOT OWNERS. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED LOCATED OUTSIDE THE CITY OF SALISBURY RIGHT OF WAY IS THE RESPONSIBILITY OF THE PROPERTY OWNERS.
 - CITY OF SALISBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY AT NO COST TO THE CITY FOR UTILITY INSTALLATION, SIDEWALKS, DRAINAGE OR OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS OR THE OWNER'S ASSOCIATION. NO STRUCTURAL IMPROVEMENTS, TREE OR SHRUB PLANTING OR THE PLACEMENT OF ANY LANDSCAPING OTHER THAN GRASS CAN BE MADE IN OR ON THE CITY OF SALISBURY UTILITY EASEMENTS, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALISBURY.
 - ALL NON-CITY UTILITIES, SUCH AS, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, GAS AND C.A.T.V. SHALL BE INSTALLED OUTSIDE THE CITY OF SALISBURY UTILITY EASEMENTS. PERPENDICULAR CROSSINGS WILL BE ALLOWED.
 - PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY PUBLIC WORKS.
 - PRIVATE UTILITY MAINS REQUIRE INSPECTION BY CITY PLUMBING INSPECTOR. VERTICAL DATUM IS BASED ON NAVD8S.

LAND USE SUMMARY	
TOTAL AREA OF PROPERTY	= 28.42 AC
TOTAL OPEN SPACE	= 19.96 AC

PARKING	
REQUIRED: 1.8 PER UNIT	
TOTAL REQUIRED: 109 x 1.8 = 193	
PROVIDED: 2 PER UNIT	
TOTAL PROVIDED: 109 x 2 = 218	

MINIMUM REQUIREMENTS	
CITY OF SALISBURY, MD	
ZONE: PLANNED RESIDENTIAL DISTRICT NO.7 (PARCEL H)	
MINIMUM LAND AREA	= 30 AC
DENSITY NOT TO EXCEED 5.5 UNITS/AC	
109 UNITS / 28.42 AC	= 3.6 UNITS / AC
MINIMUM SETBACKS:	
FRONT:	30'
SIDE:	10'
REAR:	25'
HEIGHT:	35'

ESTIMATED WATER & SEWER USAGE	
(FROM DESIGN GUIDELINE FOR SEWERAGE FACILITIES) 109 SINGLE FAMILY RESIDENCES	
250 GPD PER UNIT	
TOTAL PROJECT USAGE = 109 UNITS X 250 GPD/UNIT	= 27,250 GPD
1 EDU = 250 GPD = 27,250/250	= 109 EDUS

OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS IMPROVEMENTS CONSTRUCTION PLAN IS BEING SUBMITTED WITH MY FULL KNOWLEDGE AND CONSENT AND IS IN ACCORDANCE WITH MY DESIRES AS AN OWNER OF THE SUBJECT PROPERTY. DEVELOPER SUCCESSOR OR ASSIGNS SHALL ENSURE ALL STORMWATER MANAGEMENT IMPROVEMENTS ARE COMPLETED PER DESIGN AND AS REQUIRED BY REGULATIONS INCLUDING BUT NOT LIMITED TO GRADUAL SLOPES AWAY FROM BUILDINGS, DISSIPATION OF FLOW, MIN. DISCONNECTION FLOW PATH LENGTH, SEPARATION FROM NEAREST IMPERVIOUS SURFACE OF SIMILAR OR LOWER ELEVATION AS APPROPRIATE. DEVELOPER SUCCESSOR OR ASSIGNS ARE RESPONSIBLE FOR CONDUCTING A FINAL INSPECTION TO BE CONDUCTED PRIOR TO USE AND OCCUPANCY APPROVAL (SETTING OF WATER METER) TO ENSURE SIZING FOR TREATMENT AND GRADING ARE PER DESIGN, AND PERMANENT STABILIZATION HAS BEEN ESTABLISHED. DEVELOPER SUCCESSOR OR ASSIGNS SHALL PREPARE INDEPENDENT THIRD PARTY INSPECTION REPORT OF ALL STORMWATER MANAGEMENT IMPROVEMENTS SEALED BY A PROFESSIONAL LAND SURVEYOR, PROPERTY LINE SURVEYOR, OR ENGINEER CURRENTLY REGISTERED IN MARYLAND AND SCHEDULE A WALK-THROUGH WITH CITY STORMWATER INSPECTOR.

SALISBURY BEAGLIN, LLC _____ DATE
C/O JJ FARNAN
112 MONTCHAN DRIVE
WILMINGTON, DE 19807
PHONE: 302-608-0330
EMAIL: jf003@gmail.com

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21739, EXPIRATION DATE: JULY 24, 2024 AND A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21193, EXPIRATION DATE: JANUARY 25, 2024.

DATE _____

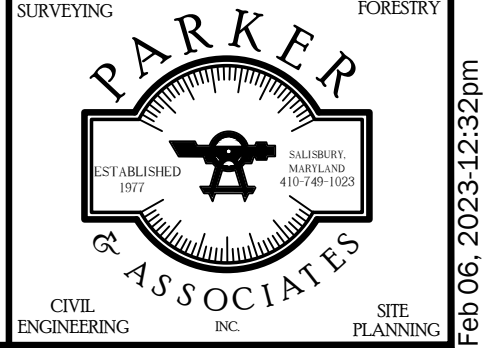
BROCK E. PARKER, P.E., R.L.S.
525 RIVERSIDE DRIVE
SALISBURY, MARYLAND 21801
PHONE: (410) 749-1023 FAX: (410) 749-1012
EMAIL: brock@beparkereassociates.org

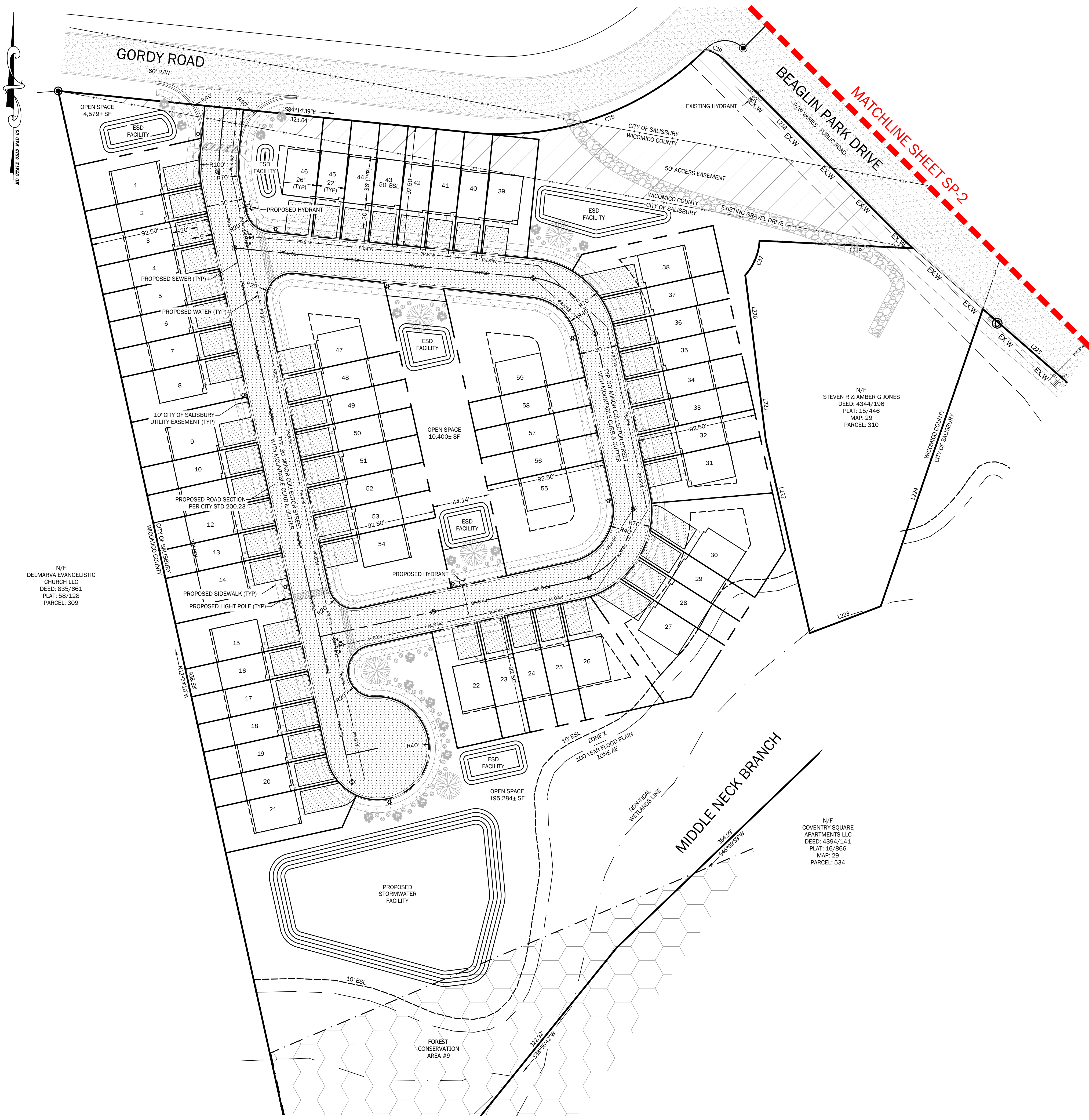
APPROVED: CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT

CITY PROJECT # _____
UTILITY CONTRACT # _____

RICHARD D. BALDWIN _____ DATE
DIRECTOR

COMPREHENSIVE DEVELOPMENT PLAN

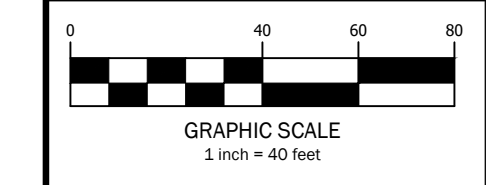




MATCHLINE SHEET SP-2



SP-1

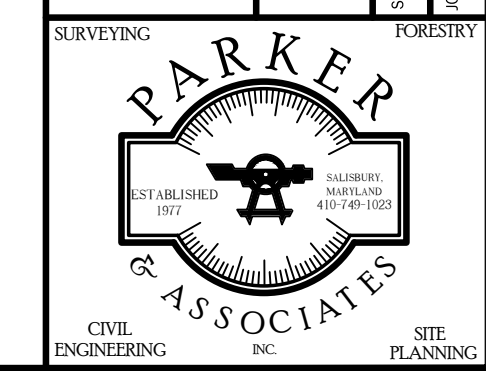


REVISIONS	DATE	BY

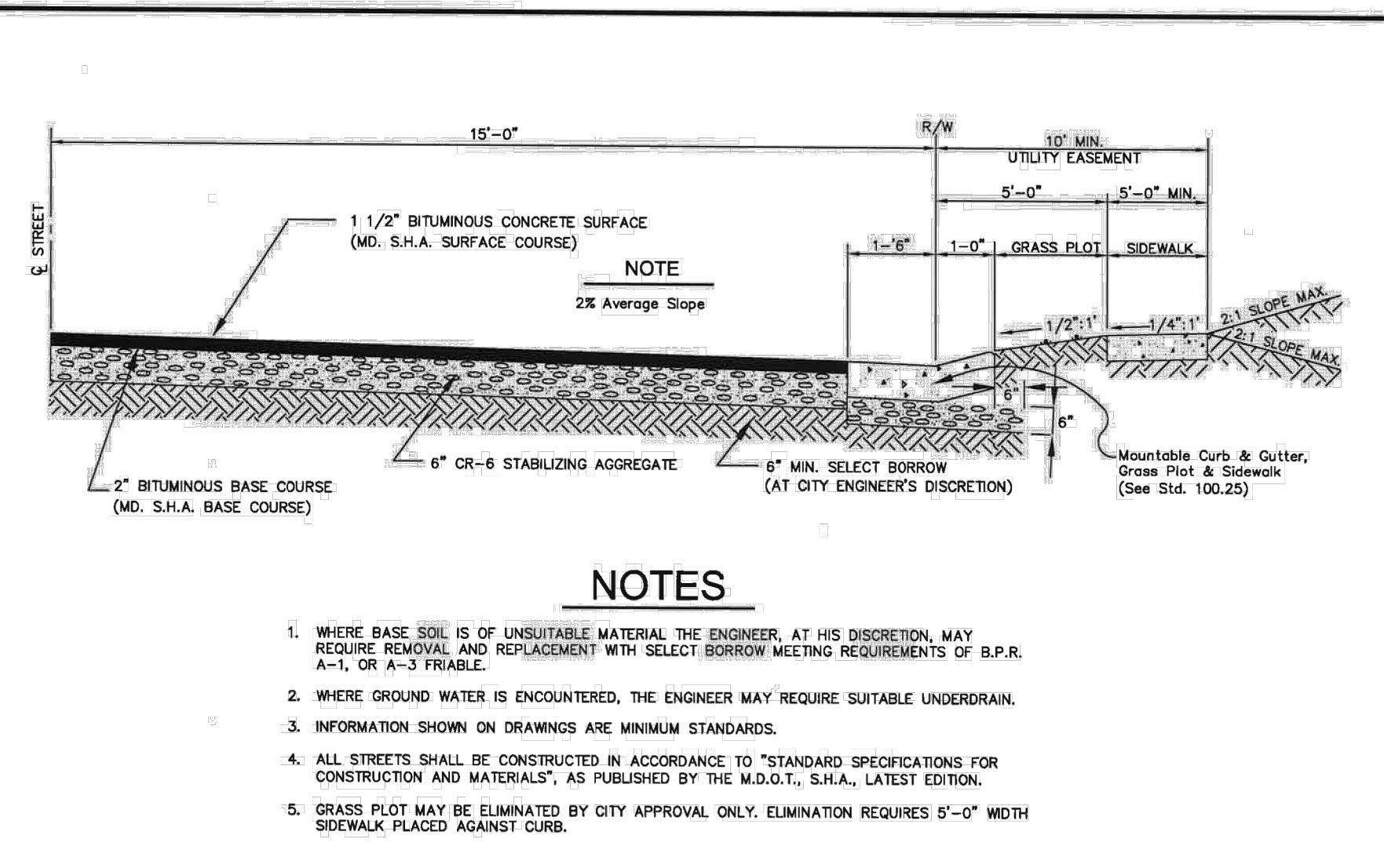
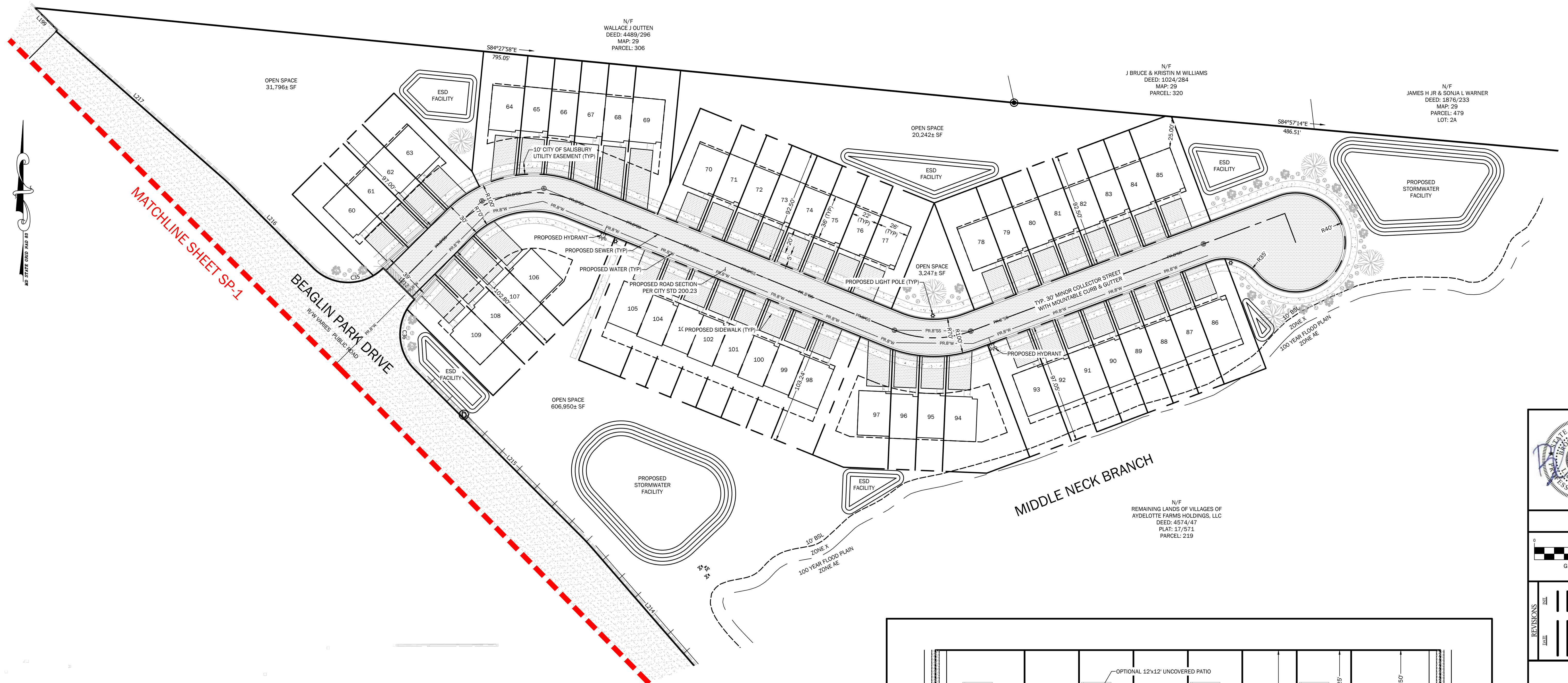
COMPREHENSIVE DEVELOPMENT PLAN

SITE PLAN WEST
BEAGLIN PARK PLACE

ROAD NAME: BEAGLIN PARK DRIVE
 FOR: JJ FARNAN
 SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

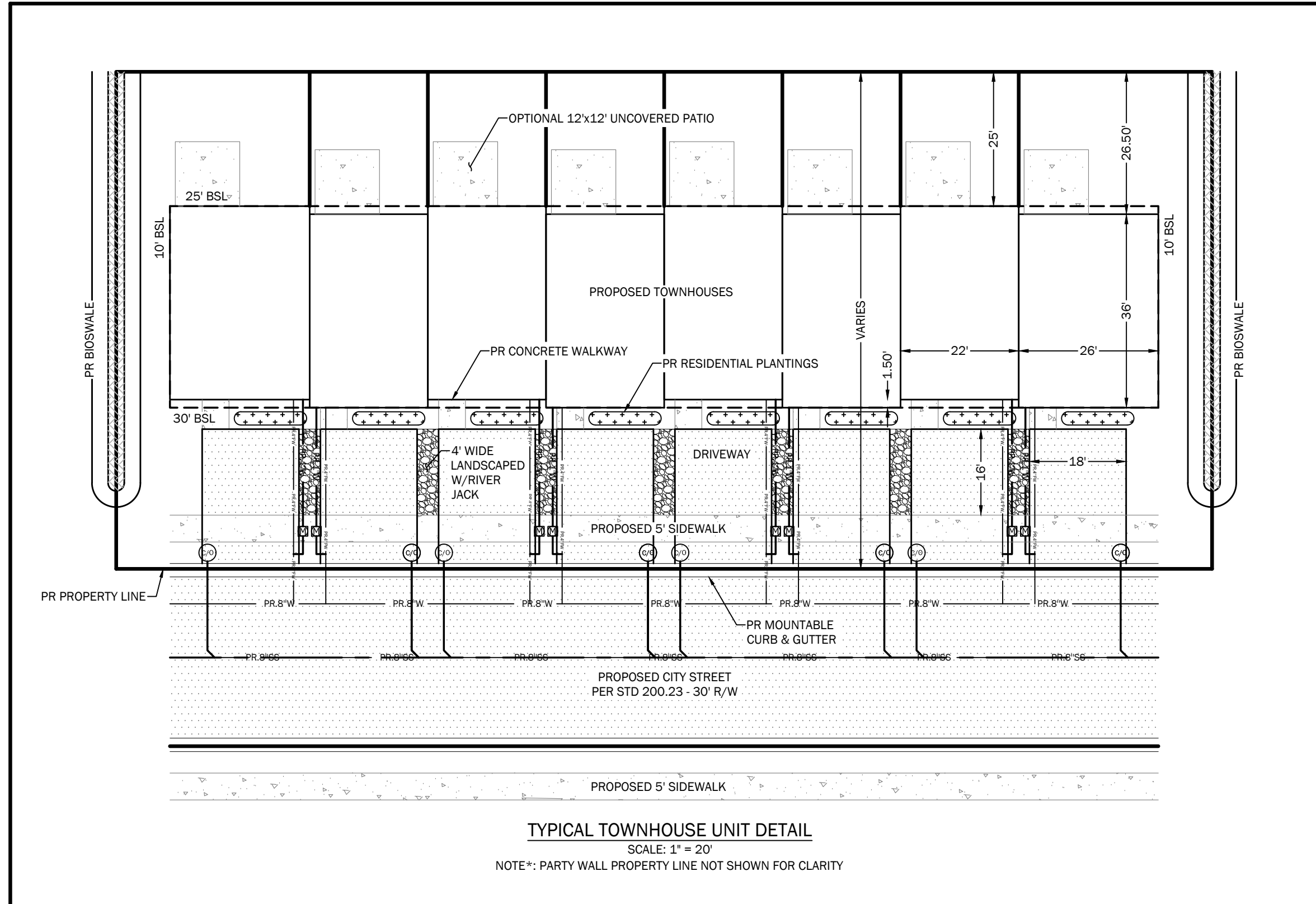


Feb 06, 2023 12:33pm



NOTES

- WHERE BASE SOIL IS OF UNSUITABLE MATERIAL THE ENGINEER, AT HIS DISCRETION, MAY REQUIRE REMOVAL AND REPLACEMENT WITH SELECT BORROW MEETING REQUIREMENTS OF B.P.R. A-1, OR A-3 FRABLE.
- WHERE GROUND WATER IS ENCOUNTERED, THE ENGINEER MAY REQUIRE SUITABLE UNDERDRAIN.
- INFORMATION SHOWN ON DRAWINGS ARE MINIMUM STANDARDS.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE TO "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS", AS PUBLISHED BY THE M.D.O.T., S.H.A., LATEST EDITION.
- GRASS PLOT MAY BE ELIMINATED BY CITY APPROVAL ONLY. ELIMINATION REQUIRES 5'-0" WIDTH SIDEWALK PLACED AGAINST CURB.

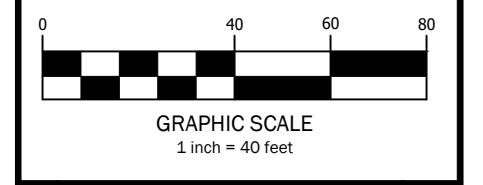


TYPICAL TOWNHOUSE UNIT DETAIL
SCALE: 1" = 20'
NOTE: PARTY WALL PROPERTY LINE NOT SHOWN FOR CLARITY

CITY OF SALISBURY SALISBURY, MD	APPROVED 1/2/18 DATE <i>Amanda Belack</i> CITY ENGINEER	TYPICAL SECTION TYPICAL 30' MINOR COLLECTOR STREET WITH MOUNTABLE CURB & GUTTER	DATE 3/23/92 SCALE NONE DWG NO. STD20023 STD. NO 200.23



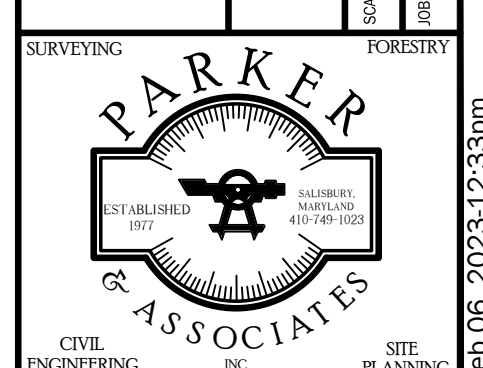
SP-2



NO.	DATE	DESCRIPTION

COMPREHENSIVE DEVELOPMENT PLAN
SITE PLAN EAST
BEAGLIN PARK PLACE

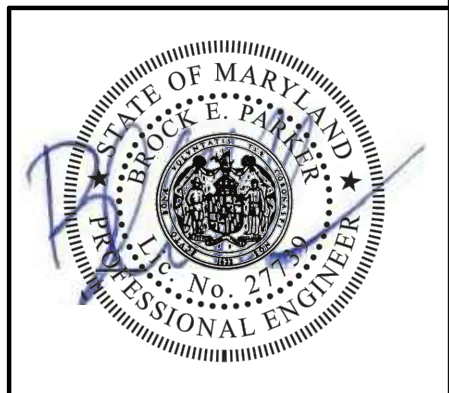
ROAD NAME: BEAGLIN PARK DRIVE
FOR: J. J. FARNHAM
SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND
DATE: 08/22/22
SCALE: 1" = 40'
DRAWN BY: RBA
CHECKED BY: JDF
DATE: 08/22/22
SCALE: 1" = 40'
PARCEL: 312





BEAGLIN TOWNHOMES
FRONT ELEVATION
1.27.23

ARCHITECTURAL ALLIANCE INC.
1309 VEALE ROAD | WILMINGTON, DE



AR-1

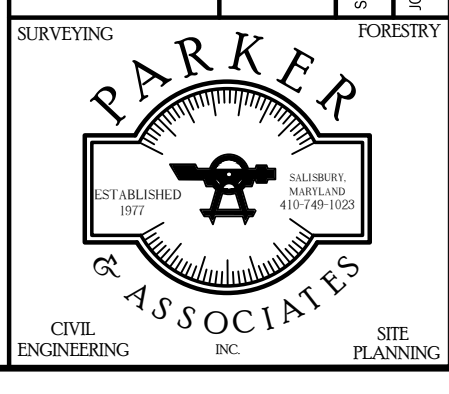
NOT TO
SCALE

REVISIONS	DATE

COMPREHENSIVE DEVELOPMENT PLAN

ARCHITECTURALS
BEAGLIN PARK PLACE

ROAD NAME: BEAGLIN PARK DRIVE
FOR: JJ FARNAN
SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND



17.150.050 Development standards.

A. Individual Parcel Standards.

1. Parcel A—Residential Alternative Uses.
 - a. Minimum land area: eight acres.
 - b. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;
 - ii. PRD perimeter: thirty (30) feet;
 - iii. 100-year flood plain: ten feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
 - c. Height: thirty-five (35) feet maximum.
 - d. Parking: in accordance with the requirements of chapter 17.220.
 - e. Residential standards alternative: the same as Parcel B.
2. Parcel B—Residential.
 - a. Minimum land area: six acres.
 - b. Density: not to exceed seven units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. PRD perimeter: thirty (30) feet;
 - v. 100-year flood plain: ten feet;
 - vi. Adjoining NE metro core collector road: fifty (50) feet.
 - e. Parking: 1.8 spaces per unit minimum.
3. Parcel C—Residential—Single-family Detached.
 - a. Minimum land area: eighteen (18) acres.
 - b. Density: not to exceed three units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.

-
- e. Lot area: ten thousand (10,000) square feet minimum.
 - f. Lot width: Interior lots: seventy (70) feet minimum;
Corner lots: eighty-five (85) feet minimum.
 - g. Parking: two spaces per unit minimum.
4. Parcels D and E—Neighborhood Business.
- a. Minimum land area: one acre.
 - b. Density: not to exceed:
 - i. Neighborhood business: thirty thousand (30,000) square feet gross floor area.
 - c. Height: forty (40) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;
 - ii. Side: twenty-five (25) feet.
 - f. Parking: 17.150.050
 - i. Neighborhood business: a minimum of one space per three hundred (300) square feet of floor area used for such uses.
5. Parcel F—Residential (Condominium).
- a. Minimum land area: seven acres.
 - b. Density: not to exceed ten units/acre.
 - c. Height: fifty-five (55) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
 - f. Parking: 1.8 spaces per unit minimum.
6. Parcel G—Residential (Condominium).
- a. Minimum land area: seven acres.
 - b. Density: not to exceed ten units/acre.
 - c. Height: fifty-five (55) feet maximum.
 - d. Distance between buildings: thirty (30) feet minimum.
 - e. Setbacks shall be not less than:
 - i. Street: twenty-five (25) feet;

-
- ii. Side: ten feet;
 - iii. 100-year floodplain: ten feet;
 - iv. Adjoining NE metro core collector road: fifty (50) feet.
- f. Parking: 1.8 spaces per unit minimum.
7. Parcel H—Residential (Townhouses).
- a. Minimum land area: thirty (30) acres.
 - b. Density: not to exceed 5.5 units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.
 - e. Parking: 1.8 spaces per unit minimum.
8. Parcel I—Residential (Townhouses).
- a. Minimum land area: thirty (30) acres.
 - b. Density: not to exceed 5.5 units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet.
 - e. Parking: 1.8 spaces per unit minimum.
9. Parcel J—Residential—Single-family Detached.
- a. Minimum land area: eight acres.
 - b. Density: not to exceed three units/acre.
 - c. Height: thirty-five (35) feet maximum.
 - d. Setbacks shall be not less than:
 - i. Street: thirty (30) feet;
 - ii. Side: ten feet;
 - iii. Rear: twenty-five (25) feet;
 - iv. 100-year floodplain: ten feet.
 - e. Lot area: ten thousand (10,000) square feet minimum.
 - f. Lot width: Interior lots: seventy (70) feet minimum;

-
- Corner lots: eighty-five (85) feet minimum.
- g. Parking: two spaces per unit minimum.
10. Parcel L—Residential.
- a. Minimum land area: seven acres.
- b. Density: not to exceed nine units/acre.
- c. Height: thirty-five (35) feet maximum.
- d. Distance between buildings: thirty (30) feet minimum.
- e. Setbacks shall be not less than:
- i. Front: twenty-five (25) feet;
- ii. Side: ten feet;
- iii. Rear: twenty-five (25) feet.
- f. Parking: 1.8 spaces per unit minimum.
- B. Building Entrance Location. All entrances to apartment buildings shall be no greater than eighty (80) feet from a parking lot. Fire hydrants shall be installed as required by city policy.
- C. Landscaping. A detailed landscaping plan shall be submitted with each phase of the development. Landscaping shall generally be in accordance with the revised preliminary development plan—as approved by the planning commission dated May 10, 2005.
- D. Open Space. Open space shall be provided as shown on the revised preliminary development plan dated May 10, 2005. Details of open space, use, access, and development areas shall be shown on final development plans for each phase of development.
- E. Architectural Elevations. Architectural elevations for each building shall be submitted with final development plans for each phase of development.
- F. Subdivision Plat, Community Association, and Condominium Documents. A final subdivision plat shall be submitted with final development plans for each parcel. The overall villages at Aydelotte Farm Community Association documents regarding maintenance of open space identified, revised preliminary development plan dated May 10, 2005 shall be approved by the planning commission and recorded with the final subdivision plat for the first parcel of development. Individual condominium and homeowner's association documents shall be approved by the planning commission and recorded for each parcel of development.
- G. Signs. Signs shall be in accordance with Sections 17.216.060, 17.216.070 and 17.216.140 of this title.
- H. Accessory Buildings and Structures.
1. No part of any accessory building or structure shall be located closer than five feet to a rear, side, or floodplain line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to the curblineline of an abutting street.
2. No accessory building shall occupy more than fifty (50) percent of a required rear or side yard on a single-family residential lot.
3. A swimming pool may be located in the side or rear yard no closer than twenty-five (25) feet to a street right-of-way. The combined total lot coverage of a swimming pool and all accessory buildings and structures shall not exceed seventy-five (75) percent of the required rear yard or side yard area.

(Ord. 1998, 2006; Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)