



AGENDA

REGULAR MEETING

November 2, 2023

Government Office Building
Route 50 & N. Division Street
Council Chambers, Room 301, Third Floor

6:00 P.M. - Call to Order – Brian Soper

Board Members: Shawn Jester, Sandeep Gopalan, William Hill, Maurice Ngwaba, and Miya Horsey.

MINUTES – February 4, 2023.

ZONING PUBLIC HEARINGS:

Case #SA23-1263 Alexander G. Fisher, Esq., on behalf of Wade Rentals - Special Exception to Utilize the Property for Outdoor Storage – 2305 Northwood Drive – Light Industrial District.

Case #SA-23-1265 Parker & Associates, Inc., on behalf of Vestoge Salisbury MD, LLC – Special Exception to Increase Density to 14.98 Units per Acre – 30591 Dagsboro Road – R-10A Residential District.

Case #SA-23-1266 Parker & Associates, Inc., on behalf of Salisbury Town Center Apartments, LLC – Special Exception to Increase Density to 77 Units per Acre – Lot 3, District 09, Account # 061002; Lot 4, District 09, Account # 060987, Lot 5, District 09, Account # 055207; and Lot 6, District 09, Account # 052534 (which are commonly known as part of municipal parking lot 1, and all of parking lots 11 and 15) – Central Business District.



City of Salisbury

John "Jack" R. Heath, Mayor

MINUTES

The Salisbury Board of Zoning Appeals met in regular session on July 6, 2023, in Room 301, Government Office Building at 6:00 p.m. with attendance as follows:

BOARD MEMBERS:

Shawn Jester, Chair
William Hill
Maurice Ngwaba

Miya Horsey
D' Shawn Doughty

Edward Torbert (Present, did not sit for case)
Sandeep Gopalan, Vice Chair (Absent)

CITY STAFF:

Brian Soper, City Planner
Henry Eure, Senior Planner
Beverly Tull, Recording Secretary
Laura Hay, City Solicitor

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Mr. Jester, Chair, called the meeting to order at 6:03 p.m.

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MINUTES:

Upon a motion by Mr. Doughty, seconded by Mr. Ngwaba, and duly carried, the Board **APPROVED** the May 4, 2023 minutes with the amendment that Mr. Jester voted nay to the motion for Cristo Vive Church.

Mr. Hill and Ms. Horsey abstained from the vote.

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ADOPTION OF BOA RULES & PROCEDURES.

Upon a motion by Mr. Hill, seconded by Mr. Ngwaba, and duly carried, the Board adopted the Board of Appeals Rules and Procedures.

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Mr. Eure administered the oath to anyone wishing to speak before the cases heard by the Salisbury Board of Appeals.

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Case #SA-23-618 Parker & Associates, Inc. on behalf of Salisbury 77 LLC – Special Exception to Increase Density to 22.85 units per acre – Mill Pond Village Phase III – General Commercial District.

Mr. Brock Parker came forward. Mr. Eure presented the Staff Report and all accompanying documentation into the record. Mr. Eure explained that the applicant requests permission to construct an eighty (80) unit apartment building on the existing lot. A Special Exception is requested to increase the density to 22.85 units per acre.

Mr. Parker expressed Mr. Markofsky's regrets that he could not attend the meeting. He explained that Mr. Markofsky has built several projects in Salisbury to include Mill Pond Village Apartments, Mill Pond Village Plaza, Addison Court Apartments, as well as several others. The proposed building is identical to the buildings in Addison Court Apartments, to include a four-story apartment building with elevators and enclosed hallways. Mr. Parker further explained that the removal of the property line might be problematic due to today's interest rates. The larger building is possible because the amenities for Mill Pond Apartments are already available on the other parcel. The Planning Commission at the May 2023 meeting granted Preliminary Comprehensive Development Plan approval for this project.

Mr. Jester moved the Staff Report and attachments into the record.

Mr. Ngwaba thanked Mr. Eure for the detailed Staff Report. He wanted to confirm that the density calculations were based on the individual parcel and all phases of the Mill Pond Village Apartment Complex. Mr. Eure verified the density calculations that were discussed in the Staff Report.



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Mr. Doughty questioned if there would be an access point from Mill Pond Lane. Mr. Parker responded that the Fire Department would like to see a second access from Jasmine Dive to the building but the discussion is still ongoing with the Department of Infrastructure and Development. Mr. Markofsky does not want a second entrance off Jasmine Drive.

Mr. Hill questioned Ms. Hay regarding the granting of the Special Exception and if the density becomes a use by right. Ms. Hay responded that the granting of the Special Exception allows the increased density for this parcel.

Mr. Jester questioned if the only reason that the lots have not been combined is due to financing. Mr. Parker responded in the affirmative. Mr. Jester questioned if the existing buildings in Mill Pond Apartments have elevators. Mr. Parker responded in the negative, explaining that the proposed building will mimic the buildings that were constructed at Addison Court. He added that both Mill Pond Apartments and Addison Court Apartments are currently 99-percent leased.

Upon a motion by Mr. Ngwaba, seconded by Mr. Torbert, and duly carried, the Board **APPROVED** the requested Special Exception to increase the density to 22.85 units per acre, based on Section V (c) of the Staff Report.

The Board vote was as follows:

D'Shawn Doughty	Aye
Maurice Ngwaba	Aye
William Hill	Aye
Miya Horsey	Aye
Shawn Jester	Aye

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Mr. Soper explained that there are currently no zoning cases for August.



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ADJOURNMENT

With no further business, the meeting was adjourned at 6:31 p.m.

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This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the City of Salisbury Department of Infrastructure and Development Department.

Shawn Jester, Chairman

Richard Baldwin, Secretary to the Board

Beverly R. Tull, Recording Secretary



STAFF REPORT

MEETING OF NOVEMBER 2, 2023

Case No. 202301263
Applicant: Alexander G. Fisher, LLC for Wade Rentals, LLC
Property Owner: Wade Rentals, LLC
Location: 2305 Northwood Drive
Tax Map: #101
Grid #14, Parcel #5459, Lot # PAR1A
Zoning: Light Industrial District
Request: Special Exception Request to Operate an Outdoor Storage Yard

I. SUMMARY OF REQUEST:

The applicant proposes to utilize the south portion of the property for outdoor storage. Board approval of a Special Exception for an outdoor storage yard is requested. **(Attachment 1)**

II. ACCESS TO THE SITE AREA:

The site has frontage and access on the east side of Northwood Drive and south side of Naylor Mill Road. **(Attachment 2)**

III. DESCRIPTION OF PROPERTY:

This site is 25.2 acres in size, and located at the northeast corner of Naylor Mill Road and Northwood Drive. Bayliner Boats formerly occupied the site. Portions of the existing building are occupied by Burnish Beer, warehouse and service uses, and the property's use is considered a multi-use facility, which is permitted inherently.

IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties to the south and east are also in the Light Industrial zoning district. Properties to the west are within the City's Industrial Park District, while properties to the north are in Wicomico County's I-2 Heavy Industrial District. Notable nearby businesses and services in the area include Cadista Pharmaceuticals, Trinity Labs, Tishcon, Delmarva Power, Pepsi, Coca-Cola, Matech, K&L Microwave and the Wicomico County Sheriff's



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Office.

V. EVALUATION:

- (a) **Discussion:** The applicant proposes to use the south portion of the property (6.73 acres) as an outdoor storage yard. The Code requires a special exception for outdoor storage yards in the Light Industrial District.

Submitted plans indicate that approximately 4.36 acres of the site will be utilized as an outdoor storage area that will be stabilized with gravel. The remainder of the area (2.37 acres) will be devoted to stormwater management and landscaping. While there is an existing driveway along the north side of the proposed storage area, a new driveway entrance is proposed along Northwood Drive. **(Attachments 3 – 5)**

Section 17.220.040 of the Zoning Code indicates that outdoor storage be provided with a minimum 10 ft. wide landscaping and screening area consisting of a combination of landscaping materials and a 6 ft. to 8 ft. solid fence or wire fence with slat inserts. The plans indicate that a fence will be provided around the perimeter of the site, but no other details regarding the fence have been provided. Numerous Atlantic White Cedar trees are proposed along Northwood Drive. A few additional cedar trees are proposed for the northeast and southeast corners of the storage area, but additional landscaping and screening is not proposed along the south and east sides. Additional plantings will be required in these locations. The north side of the storage yard is screened by existing buildings. **(Attachments 3 – 5)**

- (b) **Impact:** Staff believes the proposed use is consistent with uses permitted and associated with the Light Industrial Zoning District.
- (c) **Relationship to Criteria:** Section 17.232.020 of the Salisbury Municipal Code contains the criteria the Board should consider when approving special exceptions. Staff finds that this request complies with the Special Exception criteria as follows:

- [1] **The proposal will be consistent with the Metro Core Plan, the objectives of the Zoning Ordinance and any other applicable policy or plan adopted by the Planning Commission or City Council for development of the area affected.**

The site is located in the Light Industrial zoning district, which allows outdoor storage yards by Special Exception. The Code notes that the purpose of the Light industrial district is to foster the continuance of existing manufacturing and other light industrial uses and improve the economic



base of the City. Providing a storage yard for construction vehicles, equipment and materials is consistent with the Metro Core Plan.

- [2] The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.**

The site has been designed to meet the Code requirements regarding setbacks and landscaping. As proposed, the development should have minimal adverse impacts on the surrounding area. However, additional landscaping and screening will be required.

- [3] The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.**

Landscaping and screening are required by the City's Zoning Code to minimize the visibility of stored materials and equipment.

- [4] The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.**

Staff does not find that the proposed use will have a negative effect on any of these items.

- [5] The proposal will not impair an adequate supply of light or air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

As previously noted, the site is currently developed, and relatively minor changes are proposed for the south end of the property. The use of a portion of this site for an outdoor storage yard should have minimal impacts on public safety.

- [6] The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.**

The proposal should have minimal impacts on transportation, water, sewer, stormwater management or other public facilities. There should be no impacts on schools or parks.



[7] The proposal will preserve or protect environmental or historical assets of particular interest to the community.

A portion of the property is located within both the Paleochannel and Wellhead Protection Overlay districts. However, the proposed storage yard is outside of both overlay districts. It is expected that environmental impacts will be minimal.

[8] The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.

The applicant will be utilizing the site for the storage of construction vehicles and materials. Staff is of the opinion that this criteria is not applicable to this particular case.

VI. STAFF COMMENTS:

The applicants have presented a plan that will utilize a previously unused portion of the property. The proposed use will have minimal impact on neighboring properties.

VII. RECOMMENDATION:

Based on the criteria for approval as discussed above in this Staff Report, Section V (c), the Planning Staff recommends **Approval** of the requested Special Exception for an outdoor storage yard, subject to the recommended conditions as follows:

CONDITIONS OF APPROVAL:

1. Install a solid or chain link fence with slat inserts on the east, west and south sides of the storage yard.
2. Provide additional trees for landscaping and screening on the east and south sides of the storage area.

Alexander G. Fisher, LLC

ATTORNEY AT LAW

Alexander G. Fisher
Admitted in DE, MD & DC

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Salisbury, MD 21804

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October 3, 2023

VIA HAND DELIVERY

City of Salisbury Board of Zoning Appeals
Attn: Brian Soper
125 N. Division Street, Room 202
Salisbury, MD 21801

Re: Wade Rentals, Limited Liability Company application for special exception
(outdoor storage yard) at 2305 Northwood Dr.

Dear Mr. Soper and the Board:

This is to inform you that I represent Wade Rentals, Limited Liability Company in the above referenced matter. My client has filed contemporaneously herewith an application for a special exception to permit an outdoor storage yard on its property in the light industrial zone. Please find that application enclosed herein.

My client has previously provided Mr. Soper with all of the documentation, diagrams, plans, etc. that you would need to consider the application.

Please send all future correspondence regarding this matter to my office at the address above. You have permission to reach out to my client directly to discuss this matter as well.

Thank you for your consideration. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Alexander G. Fisher, LLC



Alexander G. Fisher, Esq.

Enclosures
cc: Wade Rentals, Limited Liability Company



SHEET INDEX	
#	TITLE SHEET
1	EXISTING CONDITIONS
2	POST-DEVELOPMENT
3	TRAFFIC FLOW PLAN VIEWS
4	PROFILES
5	DETAILS
6	SECOND SHEET

LEGEND

- EXISTING PAVED
- DRAINAGE EASEMENT
- EXISTING UTILITY POLE
- FENCE
- STORMWATER FLOW ARROW
- WETLANDS
- 25' WETLANDS BUFFER
- FIRE HYDRANT
- SANITARY SEWER
- WATER LINE
- BURIED GAS LINE
- BURIED COMCAST

BY THE LIMITATIONS AND POWERS DELEGATED TO THE WICOMICO COUNTY SOIL CONSERVATION DISTRICT AND SIGNING HEREIN, I CERTIFY MY AUTHORITY TO APPROVE AND, THEREBY, APPROVE THESE PLANS FOR EXECUTION.

SOIL CONSERVATION DISTRICT _____ DATE _____

TITLE SHEET FOR THE LANDS OF WADE RENTALS LLC



NOTES FOR CONSTRUCTION IMPROVEMENT PLANS

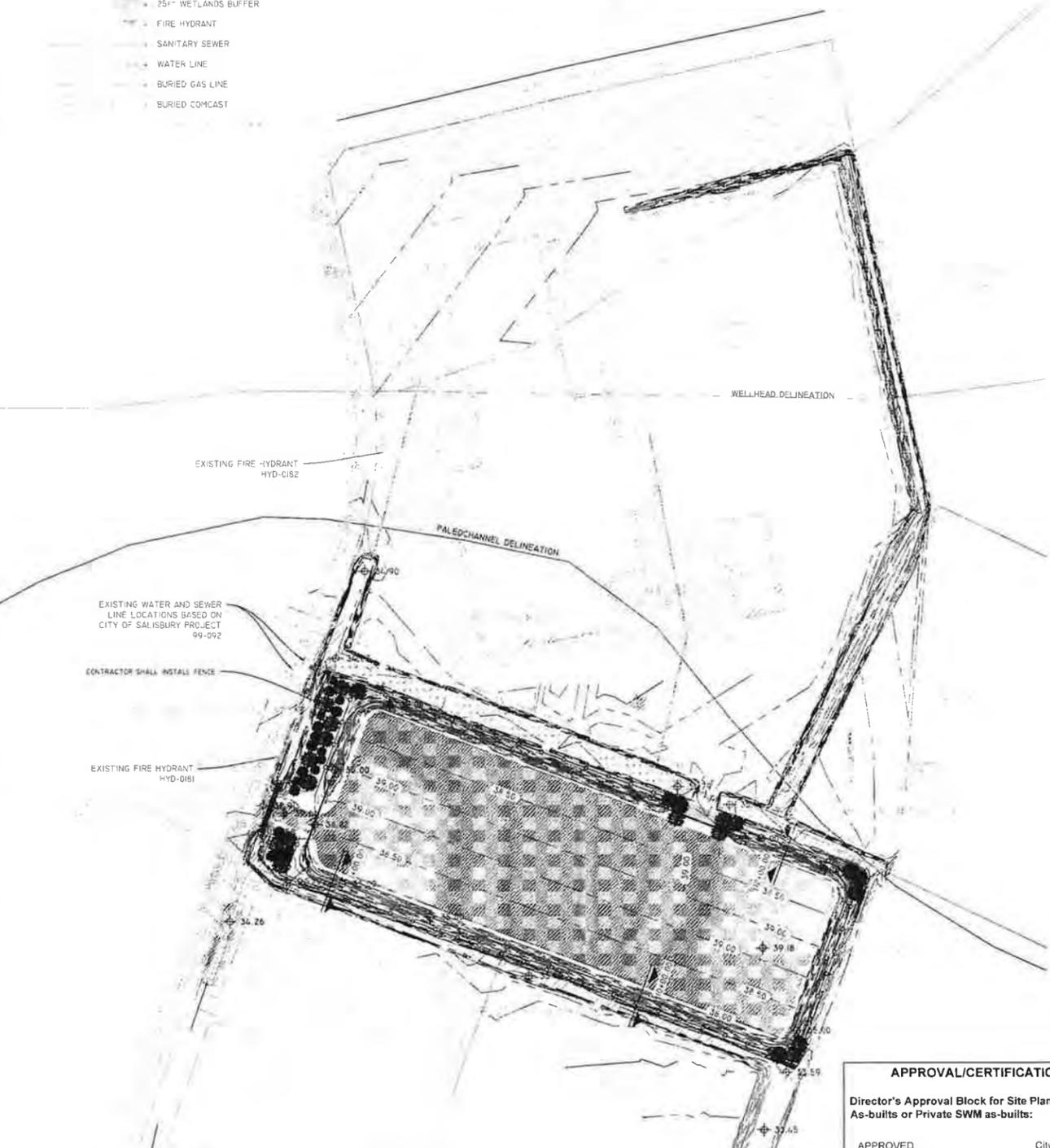
- CITY OF SALISBURY - GENERAL NOTE: THE FOLLOWING STATEMENTS (BRACKETED IN QUOTATION MARKS) MUST BE ADDED OR RELOCATED TO THE COVER SHEET OF THE PLAN AND MUST APPEAR IN THIS ORDER:
- "THE CITY RESERVES THE RIGHT TO REQUIRE STRUCTURAL MODIFICATIONS TO THE SITE WORK FOLLOWING PERMIT ISSUANCE IF SUCH MODIFICATIONS ARE NECESSARY."
 - "ALL STABILIZATION, PAVING AND ROAD PATCHING IN THE PUBLIC ROADWAY, WHICH IS NECESSITATED BY THE CONSTRUCTION OF THIS PROJECT, SHALL BE THE RESPONSIBILITY OF THE DEVELOPER USING A PAVING CONTRACTOR WHO IS CURRENTLY APPROVED BY THE CITY. MILLING AND REPAVING WILL BE IN ACCORDANCE WITH RESOLUTION 2298."
 - "ALL DETERIORATED CURB, GUTTER AND SIDEWALKS AS DETERMINED BY THE CITY ALONG THE FRONTAGE(S) OF THE PROPERTY MUST BE REPLACED AT THE TIME OF CONSTRUCTION USING A CONCRETE CONTRACTOR WHO IS CURRENTLY APPROVED BY THE CITY. HANDICAP RAMPS PER CURRENT ADA GUIDELINES ARE REQUIRED AT ALL PUBLIC STREET AND DRIVEWAY INTERSECTIONS. DETECTABLE WARNING DEVICES (TRUNCATED DUMPS) MUST BE PROVIDED AT ALL PUBLIC STREET INTERSECTION HANDICAP RAMPS AND AS DIRECTED BY DID. SEE CITY STANDARD 100.37."
 - "ALL PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING WATER SEWER, STORM DRAINS, CURB, GUTTER, SIDEWALKS, STREET LIGHTS AND PAVING FOR THIS PROJECT OR PHASE OF PROJECT IN ITS ENTIRETY MUST BE ACCEPTED IN WRITING BY THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SEE SECTION 10.5.05 OF THE SALISBURY SUBDIVISION REGULATIONS. REDUCTIONS IN PROJECT SURETY WILL NOT BE APPROVED PRIOR TO FINAL WRITTEN ACCEPTANCE BY THE CITY OF ALL PUBLIC INFRASTRUCTURE IMPROVEMENTS. SUB-PHASING OF THIS PROJECT SHALL NOT BE PERMITTED."
 - "A WRITTEN NOTICE TO PROCEED MUST BE OBTAINED FROM A PRE-CONSTRUCTION MEETING SCHEDULED WITH DID BEFORE BEGINNING CONSTRUCTION IN CITY PUBLIC R/W'S, EASEMENTS AND/OR CITY MAINTAINED UTILITIES OR ROADWAYS. THIS REQUIREMENT ALSO APPLIES TO CONSTRUCTION OF ANY PRIVATE STORMWATER MANAGEMENT. CONTACT SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT, ROOM 202 125 N. DIVISION ST., SALISBURY, MARYLAND, 21801-0910, TELEPHONE 410-546-5600 TO SCHEDULE A PRE-CONSTRUCTION MEETING AND OBTAIN A WRITTEN NOTICE TO PROCEED. 48 HOURS NOTICE IS REQUIRED."
 - "CONTRACTOR TO CONTACT CITY PLUMBING INSPECTOR FOR INSPECTION OF PRIVATE UTILITY MAINS."
 - "MILLING AND REPAVING SHALL BE PER RESOLUTION 2298."
 - "PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN A CITY RIGHT-OF-WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT."
 - "APPROVAL OF THE SITE PLAN AND UTILITY DRAWINGS EXPIRES TWO (2) YEARS FROM THE FINAL APPROVAL DATE. CONSTRUCTION OF THE PROJECT MUST HAVE BEEN STARTED PRIOR TO THE EXPIRATION DATE. THE CITY RESERVES THE RIGHT TO EXTEND THE EXPIRATION DATE UPON WRITTEN REQUEST AND WRITTEN CONFIRMATION."
 - "PROVIDE RESIDENT INSPIRATION FOR THE CONSTRUCTION OF THE PRIVATE STORM WATER MANAGEMENT SYSTEM APPROVED AS PART OF THE IMPROVEMENTS CONSTRUCTION PLAN. DURING THE CONSTRUCTION OF THE STORM WATER MANAGEMENT CHAMBERS AND MICRO-SCALE PRACTICES (MSP) WITH GRAVEL SUBSTRATE, INCLUDING RAIN GARDENS, MICRO-BIOTENTION, SUBMERGED GRAVEL WETLANDS, POROUS CONCRETE, ETC. THE DEVELOPER WILL BE RESPONSIBLE TO PROVIDE SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT WITH A DAILY PROGRESS REPORT SEALED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN MARYLAND. THE REPORT IS TO INCLUDE THE FOLLOWING AS APPLICABLE: THE DIMENSION AND HEIGHT OF THE CHAMBERS AS WELL AS LOCATION, SIZE AND NUMBER OF CHAMBERS PLACED. ALSO, THE LOCATION, SIZE, AND DEPTH OF MEDIA LAYERS FOR MSPS. THE FINAL OCCUPANCY CERTIFICATE AND SURETY WILL BE WITHHELD UNTIL THE DAILY PROGRESS REPORT(S) HAVE BEEN ACCEPTED BY SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT."
 - "FOLLOWING COMPLETION OF CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMISSION AS-BUILT DRAWINGS OF THE PUBLIC WATER SEWER AND STORM DRAINS. THE PRIVATE STORMWATER MANAGEMENT AS-BUILTS MUST BE SUBMITTED WITHIN 60 CALENDAR DAYS FOLLOWING THE DATE OF MD's FINAL FIELD INSPECTION REPORT FOR SEDIMENT CONTROL. SUBMIT A COPY OF THIS REPORT WITH THE AS-BUILTS. ALL APPLICABLE AS-BUILTS MUST BE SUBMITTED AT THE SAME TIME UNLESS OTHERWISE APPROVED BY SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT. PARTIAL SUBMITTALS WILL BE REJECTED. THE AS-BUILT DRAWINGS MUST BE SEALED BY A PROFESSIONAL LAND SURVEYOR, PROPERTY LINE SURVEYOR, OR ENGINEER CURRENTLY REGISTERED IN MARYLAND. THE INITIAL SUBMITTAL SHALL BE PAPER ONLY. THREE (3) COPIES. THE FINAL AS-BUILTS MUST BE SUBMITTED TO THIS OFFICE ON MYLAR AND AUTO-CAD 2016 OR LATER VERSION OF AUTO-CAD. ALL CONTACT DISCS (CD) MUST BE IN A PLASTIC PROTECTIVE CASE. PROJECT SURETY WILL BE WITHHELD AND FINAL OCCUPANCY CERTIFICATE SHALL BE DELAYED UNTIL THE AS-BUILT INFORMATION IS SUBMITTED TO AND APPROVED BY THIS OFFICE."

DISCREPANCIES

- THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE CITY REPRESENTATIVE OR THE CONSULTANT OF ANY DISCREPANCIES DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS.
- ERRORS OR OMISSIONS IN DRAWINGS OR LAYOUT SHALL BE TREATED AS A DISCREPANCY.
- THE CITY REPRESENTATIVE OR THE CONSULTANT WILL REVIEW THE CONTRACTOR'S FINDING TO CONFIRM THE DISCREPANCY.
- THE CITY REPRESENTATIVE OR THE CONSULTANT WITH SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT APPROVAL WILL ISSUE NEW INSTRUCTIONS AS SOON AS POSSIBLE TO RELIEVE THE DISCREPANCY.
- THE CONTRACTOR SHALL RESOLVE ANY DISCREPANCY BEFORE START OF WORK OR CONTINUATION AFTER THE DISCREPANCY ARISES.

CITY OF SALISBURY - UTILITY CONSTRUCTION NOTES

- THE FOLLOWING STATEMENTS (BRACKETED IN QUOTATION MARKS) MUST BE ADDED OR RELOCATED TO THE COVER SHEET OF THE PLAN AND MUST APPEAR IN THIS ORDER:
- "THE OWNER/DEVELOPER SHALL USE A CONTRACTOR/SUBCONTRACTOR CURRENTLY APPROVED BY THE CITY OF SALISBURY FOR CONSTRUCTION OF THE PARTICULAR TYPE OF IMPROVEMENT. PAYMENT TO THE CONTRACTOR SHALL BE THE OWNER/DEVELOPER'S RESPONSIBILITY. THE CITY OF SALISBURY MAY SUSPEND OR CANCEL CONSTRUCTION WHEN THE CONTRACTOR DOES NOT PROGRESS IN A CONTINUOUS MANNER, AND/OR THE CONSTRUCTION METHOD OR MATERIALS SUPPLIED ARE LESS THAN THE STANDARD SET FORTH IN THE CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION" OR WHEN THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT AND RELATED RESPONSIBILITIES CONTAINED THEREIN. THE TYPE AND QUANTITY OF MATERIAL TESTING WILL BE DETERMINED BY THE CITY OF SALISBURY FIELD INSPECTOR DURING CONSTRUCTION, AS DESCRIBED IN THE CONSTRUCTION/MATERIAL SPECIFICATIONS. TESTING COSTS SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER."
 - "THE APPROVED UTILITY CONTRACTOR'S FIELD REPRESENTATIVE SHALL BE REQUIRED TO FOLLOW AND HAVE AN APPROVED SIGNED COPY OF THE UTILITY DRAWINGS, THE LATEST REVISION OF THE CITY OF SALISBURY CONSTRUCTION AND MATERIAL SPECIFICATION FOR UTILITY AND ROADWAY CONSTRUCTION AND THE CONSTRUCTION STANDARDS (STANDARD DETAILS) MANUALS AT THE CONSTRUCTION AREA DURING WORKING HOURS."
 - "ALL CONSTRUCTION WITHIN CITY RIGHT-OF-WAYS AND EASEMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CITY OF SALISBURY CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION."
 - "CONTRACTOR TO VERIFY ALL ELEVATIONS AGAINST A PREVIOUSLY CONSTRUCTED POINT OF KNOWN ELEVATION BEFORE BEGINNING CONSTRUCTION."
 - "THE CONTRACTOR SHALL NOTIFY 'MISS UTILITY' AT 1-800-257-7777, THREE (3) DAYS PRIOR TO BEGINNING ANY WORK IN THE VICINITY OF EXISTING UTILITIES."
 - "DURING THE PROGRESS OF THE JOB, THE CONTRACTOR SHALL KEEP A CAREFUL RECORD AT THE JOB SITE OF ALL CHANGES AND CORRECTIONS TO THE INFORMATION SHOWN ON THE CONTRACT DRAWING(S) AND THE STORMWATER MANAGEMENT PLAN DRAWING(S). PRIOR TO BACKFILL, THE CONTRACTOR SHALL ENTER SUCH CHANGES AND CORRECTIONS ON ONE SET OF RED LINE AS BUILT DRAWINGS. THE RED LINE AS BUILT DRAWINGS SHALL INDICATE, IN ADDITION TO ALL CHANGES AND CORRECTIONS, ALL SURFACE STRUCTURES/UTILITIES INSTALLED OR UNCOVERED, REFERENCED TO TWO PERMANENTLY FIXED SURFACE STRUCTURES. PRIOR TO TESTING OF THE UTILITIES AND ACCEPTANCE OF THE OWN FACILITIES INVOLVED UNDER THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CONCURRENTLY, TO THE OWNER ONE SET OF RED LINE AS BUILT DRAWINGS SHOWING THE AFOREMENTIONED DATA AND ONE COPY OF THE RED LINE AS BUILT DRAWINGS TO SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT. SHOULD THE CONTRACTOR FAIL TO MAINTAIN RED LINE AS BUILT DRAWING(S), THE OWNER MAY BE REQUIRED TO HIRE A PRIVATE LOCATOR AND MAY BE REQUIRED TO TEST HIT THE MAINS AT THE DISCRETION OF THE CITY ENGINEER. PARTIAL ACCEPTANCE OF THE PUBLIC UTILITIES AND ACCEPTANCE OF THE STORMWATER MANAGEMENT FACILITY MAY BE DELAYED PENDING RECEIPT OF THIS INFORMATION."
 - "ALL MANHOLES INSTALLED IN UNPAVED AREAS SHALL BE FURNISHED WITH A CONCRETE COLLAR EXTENDING 1' BEYOND THE FRAME OF THE MANHOLE LID. THE COLLAR SHALL BE 6" THICK AND BE SUPPORTED BY A 6" BASE OF CR-6 AGGREGATE WHICH IN TURN SHALL BE SUPPORTED BY SUITABLE SOIL COMPACTED TO 95% PROCTOR. CONCRETE COLLARS SHALL BE INSTALLED AFTER THE TOP OF THE MANHOLE LIDS ARE ADJUSTED TO FINISHED GRADE. SLOPE THE SURROUNDING EARTH AROUND MANHOLES IN SUCH A WAY AS TO CREATE A POSITIVE DRAINAGE AWAY FROM THE LID."
 - "FOR INSPECTION OF PRIVATE SEWER MAINS AND FOR ABANDONMENT OF EXISTING SEWER SERVICES, CONTRACTOR TO CONTACT CITY PLUMBING INSPECTOR FOR REQUIREMENTS AND TO COORDINATE THE WORK AND INSPECTION."
 - "MAINTAIN 42" OF COVER OVER ALL NEW WATER MAINS."
 - "FIRE HYDRANTS AND VALVES SHALL CONFORM TO CITY STD. NO. 300.55."
 - "BLOW OFF HYDRANTS SHALL CONFORM TO CITY STD. NO. 300.51."
 - "DUCTILE IRON MECHANICAL JOINT FITTINGS PER CITY'S CONSTRUCTION AND MATERIALS SPECIFICATION SHALL BE USED TO RESTRAIN ALL WATER MAIN JOINTS."
 - "#12 SOLID COATED COPPER TRACER WIRE TO BE USED ON ALL CITY WATER MAINS PER CITY STD. NO. 300.55."
 - "ALL VALVE BOXES INSTALLED IN UNPAVED AREAS SHALL BE FURNISHED WITH A CONCRETE COLLAR EXTENDING 1' BEYOND THE FRAME OF THE VALVE BOX LID. THE COLLAR SHALL BE 6" THICK AND BE SUPPORTED BY A 6" BASE OF CR-6 AGGREGATE WHICH IN TURN SHALL BE SUPPORTED BY SUITABLE SOIL COMPACTED TO 95% PROCTOR. CONCRETE COLLARS SHALL BE INSTALLED AFTER THE TOP OF THE VALVE BOX LIDS ARE ADJUSTED TO FINISHED GRADE. SLOPE THE SURROUNDING EARTH AROUND VALVE BOX IN SUCH A WAY AS TO CREATE A POSITIVE DRAINAGE AWAY FROM THE LID."
 - "WATER METERS AND ASSOCIATED VALVES SHALL NOT BE LOCATED IN DRIVEWAYS OR OTHER AREAS INTENDED FOR VEHICULAR TRAFFIC. ANY METER OR VALVE FOUND TO BE IN SUCH AN AREA AFTER PROJECT COMPLETION, SHALL BE RELOCATED TO A DO APPROVED LOCATION. THE OWNER SHALL BEAR ALL EXPENSE ASSOCIATED WITH THE RELOCATION INCLUDING BUT NOT LIMITED TO ADDITIONAL INSPECTION FEE, WATER MAIN TAPS, PAVEMENT, CURB, GUTTER AND/OR SIDEWALK RESTORATION, ANY RETESTING AND ANY AND ALL ASSOCIATED APPROVALS."
 - "DEFLECT THE WATER MAIN AROUND OTHER UTILITIES PER CITY STD. NO. 300.42 AS NECESSARY TO AVOID CONFLICTS WITH ANY OTHER UTILITY. IT WILL BE AT THE RISK OF THE CONTRACTOR."
 - "EXISTING WATER SERVICES THAT ARE TO BE ABANDONED ARE TO BE PLUGGED/CAPPED AT THE CORPORATION STOP ON THE MAIN PER SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT INSPECTOR'S REQUIREMENTS. IF THE SERVICE DOES NOT HAVE A CORPORATION STOP, IT SHALL BE ABANDONED PER CITY'S INSPECTOR'S REQUIREMENTS."



STANDARD RESPONSIBILITY NOTES & DEVELOPERS CERTIFICATION

- PROGRAM FOR THE CONTROL OF EROSION AND SEDIMENT BEFORE BEGINNING THE PROJECT
- DEVELOPER'S CERTIFICATION: I (WE) CERTIFY THAT:
 - ALL DEVELOPMENT AND CONSTRUCTION WILL BE DONE IN ACCORDANCE WITH THIS SEDIMENT AND EROSION CONTROL PLAN AND FURTHER AUTHORIZE THE RIGHT OF ENTRY FOR PERIODIC ON-SITE EVALUATION BY THE WICOMICO COUNTY SOIL CONSERVATION DISTRICT AUTHORIZED AGENT.
 - ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF ATTENDANCE AT THE WICOMICO COUNTY SOIL CONSERVATION DISTRICT AND STORMWATER MANAGEMENT DIVISION APPROVED TRAINING.
 - CERTIFICATION BY OWNER OR DEVELOPER THAT ANY CLEARING, GRADING, CONSTRUCTION, OR DEVELOPMENT, WILL BE DONE PURSUANT TO THIS PLAN AND THAT THE RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT.
 - THE DEVELOPER IS RESPONSIBLE FOR THE ACQUISITION OF ALL EASEMENTS RIGHTS AND/OR RIGHTS-OF-WAY THAT MAY BE REQUIRED FOR THE SEDIMENT AND EROSION CONTROL PRACTICES, STORM WATER MANAGEMENT PRACTICES AND THE DISCHARGE OF STORMWATER ONTO OR ACROSS ADJACENT OR DOWNSTREAM PROPERTIES INCLUDED IN THIS PLAN. HE IS ALSO RESPONSIBLE FOR THE ACQUISITION OF ALL EASEMENTS, RIGHT AND/OR RIGHTS-OF-WAY THAT MAY BE REQUIRED FOR GRADING AND/OR WORK ON ADJACENT PROPERTIES INCLUDED IN THIS PLAN.
 - FOLLOWING INITIAL SOIL DISTURBANCE OR REDISTURBANCE PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (2:1) AND FOURTEEN DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE.
 - THE SEDIMENT CONTROL APPROVALS ON THIS PLAN EXTEND ONLY TO AREAS AND PRACTICES IDENTIFIED AS PROPOSED WORK.
 - THE APPROVAL OF THIS PLAN FOR SEDIMENT AND EROSION CONTROL DOES NOT RELIEVE THE DEVELOPER/CONSULTANT FROM COMPLYING WITH ANY FEDERAL/STATE/COUNTY REQUIREMENTS APPERTAINING TO ENVIRONMENTAL ISSUES.

OWNER NAME _____ DATE _____

NOTES

- LOCATION ID AND MUNICIPALITY
- TAP MAP CO. GRID 0044 PARCEL: 5459
- ADDRESS: 2305 NORTHWOOD DR, SALISBURY, MD 21801
- SALISBURY ZONING, LIGHT INDUSTRIAL (SOURCE: 6.4)
- PROPOSED LAND-USE "CONSTRUCTION CONTRACTOR ESTABLISHMENT"
- DEED REFERENCE: /03235/00233
- PLAT REF: 882
- DATUM:
 - MARYLAND NAD 83
 - NAVD 88
- OWNER:
 - NAME: WADE RENTALS LIMITED LIABILITY COMPANY
 - ADDRESS: 32744 OLD OCEAN CITY ROAD, PARSONSBURG, MD 21849
- PHYSICAL PROPERTY:
 - SITE AREA: 25.2AC
- ENVIRONMENTAL:
 - FEMA FLOOD ZONE: THIS SITE IS ENTIRELY ON CONTAINS OR IS WITHIN ZONE X (SOURCE: 6.3)
 - PER MERLIN THIS SITE DOES NOT CONTAIN ANY TIDAL OR NON-TIDAL WETLANDS
 - ON-SITE SOILS ARE NOT CONDUSIVE TO WETLANDS CONDITIONS
 - FOREST CONSERVATION
 - CRITICAL AREA: THIS SITE IS NOT LOCATED ON OR WITHIN A CRITICAL AREA
- PROJECT DATA:
 - LIMITS OF DISTURBANCE: 6.73AC
 - FOR ILLUSTRATION SEE SHEET 3
- SOURCES:
 - MERLIN ONLINE: HTTPS://DNR.MARYLAND.GOV/PAGES/MERLIN.ASPX
 - GEY III P.C. ENGINEERS AND SURVEYORS FIELD WORK
 - FEMA ONLINE PORTAL: HTTPS://MSC.FEMA.GOV/PORTAL/ADVANCESEARCH MAPS 24045C0014E, AUGUST 17, 2015; 24045C012E, AUGUST 17, 2015
 - CITY OF SALISBURY ONLINE RESOURCE: HTTPS://SALISBURY.MD/

PROFESSIONAL ENGINEER'S CERTIFICATE

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, LICENSE 12073, EXPIRATION DATE: 08/15/24

George E. Young, III
PROFESSIONAL ENGINEER

DATE: 8/23/2023

APPROVAL/CERTIFICATION BLOCKS

Director's Approval Block for Site Plan, Public Utility As-builts or Private SWM as-builts:

APPROVED _____ City Project # _____

CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT

Director _____ DATE: _____

REVISIONS			PROJECT NUMBER M21021-B REVISION C SHEET 1 OF 7
01/06/2023	- PER DID COMMENTS PROVIDED ON 11/28/23		
02/07/2023	- PER DID COMMENTS PROVIDED ON 02/06/23		
07/06/2023	- PER DID COMMENTS PROVIDED ON 04/25/23		
08/21/2023	- PER DID COMMENTS PROVIDED ON 08/18/23		
DRAWN BY: CED			
DATE DRAWN: 10/29/2022			
DESIGNED BY: CED			
CHECKED BY: GEY			
DATE PLOTTED: 8/23/2023			



STAFF REPORT

MEETING OF NOVEMBER 2, 2023

Case No. 202301265
Applicant: Parker & Associates
Property Owner: Vestoge Salisbury MD, LLC
Location: 30591 Dagsboro Road
Tax Map: #0021
Grid #0019, Parcel #0040 A
Zoning: R-10A Residential
Request: Special Exception for Apartment Density Increase

I. SUMMARY OF REQUEST:

The applicant proposes to construct 96 apartment units on 6.41 acres of a 34.67 acre lot. Board approval of a Special Exception for increased density is requested. **(Attachment 1)**

II. ACCESS TO THE SITE AREA:

The site has frontage and access on the south side Dagsboro Road.

III. DESCRIPTION OF PROPERTY:

The entire site is 34.67 acres in size, and is currently improved with a vacant 1,056 sq. ft. single family dwelling that was constructed in 1952. The dwelling is slated for demolition as part of the proposed project. **(Attachments 2 & 3)**

IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties to the north, east and west are a mixture of residential and agricultural areas that are outside of the City's corporate limits. The southwest portion of the site borders property located within the City's general commercial zoning district.



V. EVALUATION:

- (a) **Discussion:** The applicant proposes to demolish the existing single family dwelling, and construct 67 new single family dwellings, 58 townhouse units and four (4) three-story 24 unit apartments across the entire site. The apartments will be condensed in an area of 6.41 acres, with a proposed density of 14.98 units per acre. The maximum allowable inherent apartment density in the R-10A zoning district is eight (8) units per acre, according to Section 17.168.030A. of the Salisbury Zoning Code. However, Section 17.168.040A. of the Zoning Code indicates that density may be increased up to 30 units per acre by Special Exception from the Board of Appeals. **(Attachments 2 – 6)**
- (b) **Impact:** The submitted Community Impact Statement indicates that the proposed apartments, coupled with the single-family homes and townhouses proposed for the entire project, will help reduce the City's housing shortage. **(Attachment 7)**
- (c) **Relationship to Criteria:** Section 17.168.040A. of the City's Zoning Code states that the Board of Appeals may approve an increase in density up to thirty (30) units per acre after consideration of the following criteria:

[1] The additional ten-foot setback required for each story above three is provided in any combination to provide distance and separation from lower profile residential development.

The buildings are three (3) stories in height, so additional separation is not required. All buildings meet or exceed the minimum 30 ft. separation/setback.

[2] Open space is increased to forty (40) percent of the net project area.

Open space for the apartment project is at 50%.

[3] Arrangement of buildings on the site can be designed to minimize the effect of shadows, interference with light and air and intrusion on privacy of adjoining residential yards.

The buildings have setbacks ranging from 30 ft. to 40 ft. from all property lines, minimizing the impact on neighboring properties, including the proposed townhouses that are part of the same project.



- [4] Additional landscaping and screening is provided around parking areas, where the board deems necessary, and adjoining residential development.**

A landscaping plan has not been provided, but shall be required to be approved by the Salisbury Planning Commission as part of the Comprehensive Development Plan for the project.

Also, Section 17.168.040B. of the Zoning Code indicates that when determining whether an increase in height or density should be approved, the Board shall consider factors such as:

- [1] The topography of the site and whether it can be used to soften the impact of any increased building height in relation to the surrounding area.**

An increase in height is not being requested. The maximum building height within the R-10A zoning district is 40 ft. Although building elevations were not submitted, it is expected that the proposed buildings will not exceed the permitted maximum height, as they do not exceed three (3) stories.

- [2] Existing and proposed streets and traffic patterns relative to the amount of traffic to be generated by increased density and whether it can easily be accommodated without being detrimental to surrounding residential area.**

The submitted traffic study indicates that Dagsboro Road can support the added traffic created by both the entire project and increased apartment density. However, a future connection to East North Pointe Drive is likely when the property to the south is improved. The developer should expect to contribute to the design of this connection. **(Attachment 8)**

- [3] Whether the site is further separated from residential areas by streets or nonresidential uses or the site adjoins or is immediately across the street from a public pond, lake or park.**

The majority of the site is bordered by unimproved lands or agricultural uses.



- [4] Provision of recreational facilities in relation to maximum density of people to be served.**

Walking trails, outdoor grills, pavilions and other recreational amenities are proposed to be provided.

- [5] How the criteria have been used in designing the site to achieve the maximum results in integration of greater building height and density without harsh contrast in relation to surrounding development.**

The project's density and building height increases towards the rear (south) of the project. Single family homes are proposed at the front of the project along Dagsboro Road and adjoining Avalon Park, where other single family dwellings are located. The project then transitions to an area of increased density with the introduction of townhomes, while the south end of the project introduces the apartments, which are closer to other proposed multi-family projects as well as existing apartments such as Addison Court.

In addition to the criteria discussed above pertaining to increased density, Section 17.232.020B. of the Salisbury Municipal Code contains the criteria the Board should consider when approving special exceptions. Staff finds that this request complies with the Special Exception criteria as follows:

- [1] The proposal will be consistent with the Metro Core Plan, the objectives of the Zoning Ordinance and any other applicable policy or plan adopted by the Planning Commission or City Council for development of the area affected.**

The site is located in the R-10A Residential zoning district, which inherently allows apartment buildings. Increases in density of residential uses is permitted by Special Exception. The City's Future Land Use map identifies this site for "High Density Residential," so the proposed development follows the City's Comprehensive Plan for growth and development.



- [2] The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.**

The project's single family homes are adjacent to existing single family homes, while the areas of higher density, including the proposed apartments, are located near agricultural uses, unimproved properties, or properties that are either proposed for multi-family dwellings, or have already been improved with apartments, including Addison Court.

- [3] The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.**

The apartment buildings are subject to the Planning Commission's review, as part of a Comprehensive Development Plan, which includes site plan, landscaping, building elevations, and materials.

- [4] The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.**

Staff does not find that the proposed use will have a negative effect on any of these items.

- [5] The proposal will not impair an adequate supply of light or air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

The apartments are limited to three (3) stories in height, minimizing impacts to adjoining properties. The property is zoned for high density residential and can accommodate the requested increased density. The traffic study states that the project and increased density will not burden Dagsboro Road.

- [6] The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.**

The proposal should have minimal impacts on transportation, water, sewer, stormwater management or other public facilities.



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

- [7] **The proposal will preserve or protect environmental or historical assets of particular interest to the community.**

The proposal will not impact environment or historical assets either negatively or positively.

- [8] **The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.**

The applicant indicates the project will begin as soon as all approvals have been granted and permits are obtained. The project will be constructed in one (1) phase, with an estimated 18 month timeline.

VII. RECOMMENDATION:

Based on the criteria for approval as discussed above in this staff report, Section V (c), the Planning Staff recommends **Approval** of the Special Exception request to increase the density to 14.98 units per acre, subject to the recommended conditions as follows:

CONDITION OF APPROVAL:

1. Obtain a Final Comprehensive Development Plan Approval from the Salisbury Planning Commission prior to construction.
2. Subject to further review and approval by the Salisbury Department of Infrastructure and Development, the Salisbury Fire Department, and other agencies as necessary.



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

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

10-03-2023

Attn: Henry Eure
Ref: Martin's Mill Special Exception

Dear Mr. Eure,

Attached hereto, please find our proposed special exception site plan for the Martin's Mill Residential project. It is the intent of this submittal to respectfully seek a special exception for an increase in density of the number of apartment units proposed in the project, in accordance with section 17.168.040 of the zoning code, so that we may finalize engineering and development plans based upon the confidence that this is acceptable to the Board. This project was recently unanimously approved, preliminarily, by the Planning Commission.

This project proposes 67 single family and 58 townhouse units in compliance with the zoning code. However, on the apartment portion of the project, there is only 6.41 acres of land devoted to the apartments. For a total of 96 units (four 24-unit bldgs.), this yields a density of 14.98 units per acre. An increase from the zoning permitted by right density of 8 units per acre. The current Zoning for this property is R-10A. According to the Zoning Code 17.168 for apartments the construction standards and regulations fall under Zone R-10A, which permits a density of 8 units per acre. This increase in density is in line with those Special Exceptions already granted for the neighboring Addison Court and Grapevine projects, which lie directly to the southwest of this project.

I fully realize that the zoning code make additional requirements and sets additional criteria for the approval of a special exception as follows:

A. In all districts where apartment development is permitted, the board of zoning appeals may approve an increase in height or density up to a maximum of thirty (30) units per acre after consideration of the following criteria in addition to satisfying the requirements of [chapter 17.232](#) pertaining to special exceptions:

1. The additional ten-foot setback required for each story above three is provided in any combination to provide distance and separation from lower profile residential development.

- These are only 3 story bldgs., so the additional setback is not required.

2. *Open space is increased to forty (40) percent of the net project area.*

- Open Space provided across the apartment portion of the project is currently 50%.

3. *Arrangement of buildings on the site can be designed to minimize the effect of shadows, interference with light and air and intrusion on privacy of adjoining residential yards.*

- The arrangement of the bldgs. are to face inward, as will be the lighting. The bldgs. being 30-40' from each property line should minimize any concerns with regards to shadows, and air and privacy concerns.

4. *Additional landscaping and screening is provided around parking areas, where the board deems necessary, and adjoining residential development.*

- However, significant landscaping will be provided as the intent of the code strives to achieve. The parking will be on the inside of the project and screened from view by the bldgs., landscaping, and stormwater.

B. In determining whether an increase in height or density should be approved, the board shall consider such factors as:

1. *The topography of the site and whether it can be used to soften the impact of any increased building height in relation to the surrounding area;*

- Given the surrounding developments, the proposed three-story buildings are not out of character with the neighborhood. Addison Court, to the south west is comprised of four-story bldgs. Grapevine to the west/southwest currently proposes 2-3 story townhouses. Further to the west is Target, with a significantly tall bldg.

2. *Existing and proposed streets and traffic patterns relative to the amount of traffic to be generated by the increased density and whether it can easily be accommodated without being detrimental to surrounding residential area;*

- The primary access to this project will be from Dagsboro Road. However, a future connection to North Point will be likely. The submitted traffic impact report does not identify any insurmountable ramifications resulting from this redevelopment.

3. *Whether the site is further separated from residential areas by streets or nonresidential uses or the site adjoins or is immediately across the street from a public pond, lake or park;*

- This project proposes open space buffers and like development backing up to similar developments. Back yards and buffers are provided where applicable.

4. *Provision of recreational facilities in relation to maximum density of people to be served;*

- Open space areas are provided that are suitable to serve this project at its increased density. A central open space area, with walking trails, multi-purpose court, tot-lot, BBQ areas, and pavilions are proposed.

5. *How the criteria have been used in designing the site to achieve maximum results in integration of greater building height and density without harsh contrast in relation to surrounding development.*

- This project was designed specifically with integration in mind. The multifamily has been located at the south end of the site, adjacent and within view of other similar, but taller multi-family apartment bldgs. The site then transitions to townhouses as a step-down from the apts. The towns are situated next to a currently proposed townhouse project (Grapevine) and where the single-family homes as Avalon Park begin, so do this project's provision of single-family homes. The existing SF homes only back up to other like constructed SF homes.

C. *After consideration of the criteria and factors for review, the board shall approve such increase in building height and density as it considers will have the least impact on and be the least detrimental to the surrounding area.*

- Given that the board previously saw fit to approve a special exception for the increase in density for each of the two adjoining residential developments (Grapevine and Addison) we respectfully feel as though this is a justifiable request. This request is only for the small portion of the project that is to contain apartments and is situated in the area of the project that is directly adjacent to those two projects. In fact, we feel as though the granting of this request would be in keeping with the development style of this neighborhood.

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,

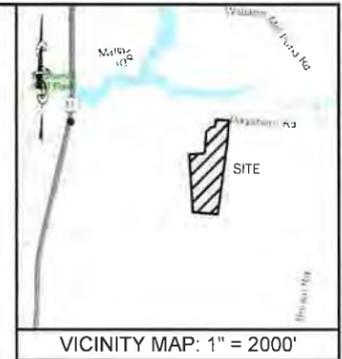


Brock E. Parker, PE, RLS, QP
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Phone: 410-749-1023
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MARTIN'S MILL SUBDIVISION

SALISBURY, WICOMICO COUNTY, MD

CITY PROJECT



VICINITY MAP: 1" = 2000'

SHEET INDEX	
CO-1	TITLE
SP-1	OVERALL SITE PLAN
SP-2	SITE PLAN NORTH
SP-3	SITE PLAN SOUTH
AR-1	ARCHITECTURALS
AR-2	ARCHITECTURALS

CITY OF SALISBURY STANDARD NOTES

- THE CITY RESERVES THE RIGHT TO REQUIRE STRUCTURAL MODIFICATIONS TO THE SITE WORK FOLLOWING PERMIT ISSUANCE IF SUCH MODIFICATIONS ARE NECESSARY.
- ALL STABILIZATION PAVING AND ROAD PATCHING IN THE PUBLIC ROADWAY WHICH IS NECESSARY BY THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER USING A PAVING CONTRACTOR WHO IS CURRENTLY APPROVED BY THE CITY. MILLING AND REPAVING WILL BE IN ACCORDANCE WITH RESOLUTION 2298.
- ALL DETERIORATED CURB, GUTTER AND SIDEWALKS AS DETERMINED BY THE CITY ALONG THE FRONTAGE(S) OF THE PROPERTY MUST BE REPLACED AT THE TIME OF CONSTRUCTION USING A CONCRETE CONTRACTOR WHO IS CURRENTLY APPROVED BY THE CITY. HANDICAP RAMPS PER CURRENT ADA GUIDELINES ARE REQUIRED AT ALL PUBLIC STREET INTERSECTIONS. DETECTABLE WARNING DEVICES (TRUNCATED DOMES) MUST BE PROVIDED AT ALL PUBLIC STREET INTERSECTION HANDICAP RAMPS. SEE CITY STANDARD 100.37.
- ALL PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING WATER, SEWER, STORM DRAINS, CURB, GUTTER, SIDEWALKS, STREET LIGHTS AND PAVING FOR THIS PROJECT OR PHASE OF PROJECT IN ITS ENTIRETY MUST BE ACCEPTED IN WRITING BY THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SEE SECTION 16-48.030 OF THE SALISBURY SUBDIVISION REGULATIONS. REDUCTIONS IN PROJECT SURETY WILL NOT BE APPROVED PRIOR TO FINAL WRITTEN ACCEPTANCE BY THE CITY OF ALL PUBLIC INFRASTRUCTURE IMPROVEMENTS. SUB PHASING OF THIS PROJECT SHALL NOT BE PERMITTED.
- A WRITTEN "NOTICE TO PROCEED" MUST BE OBTAINED FROM AND A PRE-CONSTRUCTION MEETING SCHEDULED WITH THE CITY BEFORE BEGINNING CONSTRUCTION IN CITY PUBLIC ROWS, EASEMENTS AND/OR CITY MAINTAINED UTILITIES OR ROADWAYS. CONTACT SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT, ROOM 202, 125 N. DIVISION ST., SALISBURY, MARYLAND 21801-4940. TELEPHONE: 410-548-3460. TO SCHEDULE A PRE-CONSTRUCTION MEETING AND OBTAIN A WRITTEN "NOTICE TO PROCEED" - 48 HOURS NOTICE IS REQUIRED.
- STREET TREES SHALL BE PLANTED PER THE CURRENT SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT STREET TREE POLICY. PROVIDE CENTERLINE STATIONING FOR ALL PROPOSED TREES ON THE LANDSCAPE PLAN.
- CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY: W 1/5.1.
- CONTRACTOR TO CONTACT CITY PLUMBING INSPECTOR FOR INSPECTION OF PRIVATE UTILITY MAINS.
- MILLING AND REPAVING SHALL BE PER RESOLUTION 2298.
- PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN PUBLIC OR PRIVATE ROADS WITHIN THE DEVELOPMENT. CITY RIGHTS OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT.
- 165 EDUS OF WATER AND SEWER CAPACITY EXISTS AND WILL BE RESERVED FOR THIS PROJECT, SUBJECT TO STATE AND FEDERAL LAWS AND REGULATIONS.
- APPROVAL OF THE SITE PLAN AND THE CONTRACT DRAWINGS EXPIRES TWO (2) YEARS FROM THE FINAL APPROVAL DATE. CONSTRUCTION OF THE PROJECT MUST HAVE BEEN STARTED PRIOR TO THE EXPIRATION DATE. THE CITY RESERVES THE RIGHT TO EXTEND THE EXPIRATION DATE UPON WRITTEN REQUEST AND WRITTEN CONFORMANCE.
- PROVIDE RESIDENT INSPECTION FOR THE CONSTRUCTION OF THE PRIVATE STORM WATER MANAGEMENT SYSTEM APPROVED AS PART OF THE IMPROVEMENTS CONSTRUCTION PLAN. DURING THE CONSTRUCTION OF THE STORM WATER MANAGEMENT CHANGERS AND MICRO SCALE PRACTICES (MSP) WITH GRAVEL SUBSTRATE INCLUDING RAIN GARDENS, MICRO BIOTRETION, SUBMERGED GRAVEL WETLANDS, POROUS CONCRETE, ETC. THE DEVELOPER WILL BE RESPONSIBLE TO PROVIDE SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT WITH A DAILY PROGRESS REPORT SIGNED BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN MARYLAND. THE REPORT IS TO INCLUDE THE FOLLOWING AS APPLICABLE: THE DIMENSION AND HEIGHT OF THE CHANGERS AS WELL AS LOCATION, SIZE, AND NUMBER OF CHANGERS PLACED. ALSO, THE LOCATION, SIZE AND DEPTH OF MEDIA LAYERS FOR MSPS. THE FINAL OCCUPANCY CERTIFICATE AND SURETY WILL BE WITHHELD UNTIL THE DAILY PROGRESS REPORTS HAVE BEEN ACCEPTED BY SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT.
- FOLLOWING COMPLETION OF CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMISSION AS BUILT DRAWINGS OF THE PUBLIC WATER SEWER AND STORM DRAINS. THE PRIVATE STORM WATER MANAGEMENT AS BUILT MUST BE SUBMITTED WITHIN 60 CALENDAR DAYS FOLLOWING THE DATE OF THE FINAL FIELD INSPECTION REPORT FOR SEDIMENT CONTROL. SUBMIT A COPY OF THIS REPORT WITH THE AS BUILT'S. ALL APPLICABLE AS BUILT'S MUST BE SUBMITTED AT THE SAME TIME UNLESS OTHERWISE APPROVED BY SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT. PARTIAL SUBMITTALS WILL BE REJECTED. THE AS BUILT DRAWINGS MUST BE SEALED BY A PROFESSIONAL LAND SURVEYOR, PROPERTY LINE SURVEYOR OR ENGINEER CURRENTLY REGISTERED IN MARYLAND. THE INITIAL SUBMITTAL SHALL BE PAPER ONLY. THREE (3) COPIES. THE FINAL AS BUILT'S MUST BE SUBMITTED TO THIS OFFICE ON MYLAR AND AUTO CAD 2016 OR LATER VERSION OF AUTO CAD. ALL COMPACT DISCS (CD) MUST BE IN A PLASTIC PROTECTIVE CASE. PROJECT SURETY WILL BE WITHHELD AND FINAL OCCUPANCY CERTIFICATE SHALL BE DELAYED UNTIL THIS AS BUILT INFORMATION IS SUBMITTED TO AND APPROVED BY THIS OFFICE.
- THE OWNER/DEVELOPER SHALL USE A CONTRACTOR/SUBCONTRACTOR CURRENTLY APPROVED BY THE CITY OF SALISBURY FOR CONSTRUCTION OF THE PARTICULAR IMPROVEMENT. PAYMENT TO THE CONTRACTOR SHALL BE THE OWNER/DEVELOPER'S RESPONSIBILITY. THE CITY OF SALISBURY MAY SUSPEND OR CANCEL CONSTRUCTION WHEN THE CONTRACTOR DOES NOT PROGRESS IN A CONTINUOUS MANNER, AND/OR THE CONSTRUCTION METHOD OR MATERIALS SUPPLIED ARE LESS THAN THE STANDARD SET FORTH IN THE CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION, OR WHEN THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT AND RELATED RESPONSIBILITIES CONTAINED THEREIN. THE TYPE AND QUANTITY OF MATERIAL TESTING WILL BE DETERMINED BY THE CITY OF SALISBURY FIELD INSPECTOR DURING CONSTRUCTION, AS DESCRIBED IN THE CONSTRUCTION/MATERIAL SPECIFICATIONS. TESTING COSTS SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER.

DISCREPANCIES

A - THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE CITY REPRESENTATIVE OR THE CONSULTANT OF ANY DISCREPANCIES DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS.

B - ERRORS OR OMISSIONS IN DRAWINGS SHALL BE TREATED AS A DISCREPANCY.

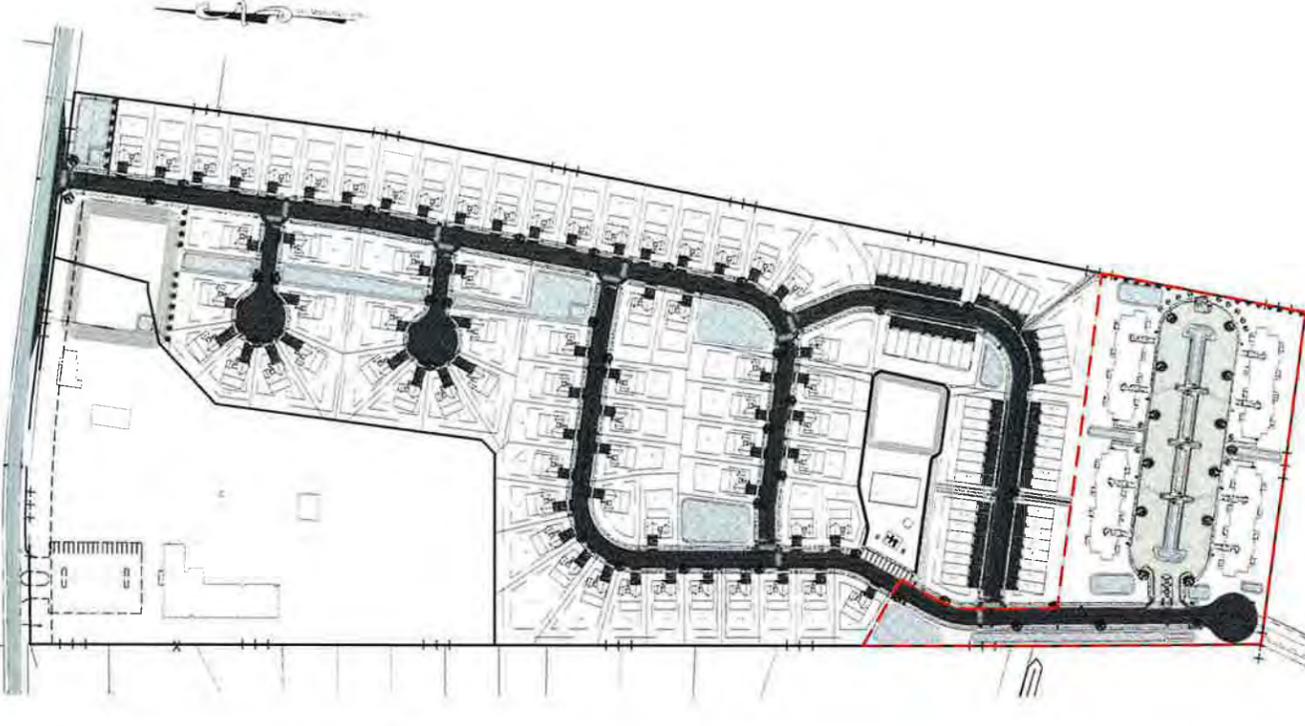
C - THE CITY REPRESENTATIVE OR THE CONSULTANT WILL REVIEW THE CONTRACTOR'S FINDING TO CONFIRM THE DISCREPANCY.

D - THE CITY REPRESENTATIVE OR THE CONSULTANT WITH SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT APPROVAL WILL ISSUE NEW INSTRUCTIONS AS SOON AS POSSIBLE TO RELIEVE THE DISCREPANCY.

E - THE CONTRACTOR SHALL RESOLVE ANY DISCREPANCY BEFORE START OF WORK OR CONTINUATION AFTER THE DISCREPANCY ARISES.

CITY OF SALISBURY - UTILITY CONSTRUCTION NOTES:

- THE APPROVED UTILITY CONTRACTOR'S FIELD REPRESENTATIVE SHALL BE REQUIRED TO FOLLOW AND HAVE AN APPROVED SIGNED COPY OF THE UTILITY DRAWINGS. THE LATEST REVISIONS AND WATER SPECIFICATION FOR UTILITY AND ROADWAY CONSTRUCTION AND THE CONSTRUCTION STANDARDS (STANDARD DETAILS) MANUALS AT THE CONSTRUCTION AREA DURING WORKING HOURS.
- ALL CONSTRUCTION WITHIN CITY RIGHT OF WAYS AND EASEMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CITY OF SALISBURY CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL ELEVATIONS AGAINST A PREVIOUSLY CONSTRUCTED POINT OF KNOWN ELEVATION BEFORE BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY MISS UTILITY AT 1 800 257 7777 THREE (3) DAYS PRIOR TO BEGINNING ANY WORK IN THE VICINITY OF EXISTING UTILITIES.
- DURING THE PROGRESS OF THE JOB THE CONTRACTOR SHALL KEEP A CAREFUL RECORD AT THE JOB SITE OF ALL CHANGES AND CORRECTIONS TO THE INFORMATION SHOWN ON THE CONTRACT DRAWINGS(S) AND THE STORMWATER MANAGEMENT PLAN DRAWING(S). PRIOR TO BACKFILL THE CONTRACTOR SHALL ENTER SUCH CHANGES AND CORRECTIONS ON ONE SET OF RED LINE AS BUILT DRAWINGS. THE RED LINE AS BUILT DRAWINGS SHALL INDICATE IN ADDITION TO ALL CHANGES AND CORRECTIONS, ALL SUBSURFACE STRUCTURES/UTILITIES INSTALLED OR UNDISCOVERED REFERENCED TO TWO PERMANENTLY FIXED SURFACE STRUCTURES. PRIOR TO TESTING OF THE UTILITY UTILITIES AND ACCEPTANCE OF THE SWM FACILITIES INVOLVED UNDER THE CONTRACT THE CONTRACTOR SHALL SUBMIT CONCURRENTLY TO THE OWNER ONE SET OF RED LINE AS BUILT DRAWINGS SHOWING THE AFOREMENTIONED DATA AND ONE COPY OF THE RED LINE AS BUILT DRAWINGS TO SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT. SHOULD THE CONTRACTOR FAIL TO MAINTAIN RED LINE AS BUILT DRAWINGS, THE OWNER MAY BE REQUIRED TO HIRE A PRIVATE LOCATOR AND MAY BE REQUIRED TO TEST THE MAINS AT THE DISCRETION OF THE CITY ENGINEER. PARTIAL ACCEPTANCE OF THE PUBLIC UTILITIES AND ACCEPTANCE OF THE STORMWATER MANAGEMENT FACILITY MAY BE DELAYED PENDING RECEIPT OF THIS INFORMATION.
- SEWER MAINS TO BE 30" DIA. PVC.
- SANITARY SEWER MAINS SHALL CONFORM TO CITY STD. UGS 500.30.
- ALL MANHOLES INSTALLED IN UNPAVED AREAS SHALL BE FURNISHED WITH A CONCRETE COLLAR EXTENDING 1' BEYOND THE FRAME OF THE MANHOLE LID. THE COLLAR SHALL BE SUPPORTED BY A 6" BASE OF OR 6" AGGREGATE WHICH IN TURN SHALL BE SUPPORTED BY SUITABLE SOIL COMPACTED TO 95% PROCTOR. CONCRETE COLLARS SHALL BE INSTALLED AFTER THE TOP OF THE MANHOLE LIDS ARE ADJUSTED TO FINISHED GRADE. SLOPE THE SURROUNDING EARTH AROUND MANHOLE IN SUCH A WAY AS TO CREATE POSITIVE DRAINAGE AWAY FROM THE LID.
- FOR INSPECTION OF PRIVATE SEWER MAINS AND FOR ABANDONMENT OF EXISTING SEWER SERVICES CONTRACTOR TO CONTACT CITY PLUMBING INSPECTOR FOR REQUIREMENTS AND TO COORDINATE THE WORK AND INSPECTION.
- MAINTAIN 42" OF COVER OVER ALL NEW WATER MAINS.
- FIRE HYDRANTS AND VALVES SHALL CONFORM TO CITY STD. NO. 300.55.
- BLOW OFF HYDRANTS SHALL CONFORM TO CITY STD. NO. 300.55.
- WATER MAINS TO BE 6" DIA.
- DUCTILE IRON MECHANICAL JOINT FITTINGS PER CITY'S CONSTRUCTION AND MATERIALS SPECIFICATION SHALL BE USED TO RESTRAIN ALL WATER MAIN JOINTS.
- #12 SOLID COATED COPPER TRACER WIRE TO BE USED ON ALL CITY WATER MAINS PER CITY STD. NO. 300.55.
- ALL VALVE BOXES INSTALLED IN UNPAVED AREAS SHALL BE FURNISHED WITH A CONCRETE COLLAR EXTENDING 1' BEYOND THE FRAME OF THE VALVE BOX LID. THE COLLAR SHALL BE SUPPORTED BY A 6" BASE OF OR 6" AGGREGATE WHICH IN TURN SHALL BE SUPPORTED BY SUITABLE SOIL COMPACTED TO 95% PROCTOR. CONCRETE COLLARS SHALL BE INSTALLED AFTER THE TOP OF THE VALVE BOX LIDS ARE ADJUSTED TO FINISHED GRADE. SLOPE THE SURROUNDING EARTH AROUND VALVE BOX IN SUCH A WAY AS TO CREATE POSITIVE DRAINAGE AWAY FROM THE LID.
- WATER METERS AND ASSOCIATED VALVES SHALL NOT BE LOCATED IN DRIVEWAYS OR OTHER AREAS INTENDED FOR VEHICULAR TRAFFIC. ANY METER OR VALVE FOUND TO BE IN SUCH AN AREA AFTER PROJECT COMPLETION SHALL BE RELOCATED TO A DID APPROVED LOCATION. THE OWNER SHALL BEAR ALL EXPENSE ASSOCIATED WITH THE RELOCATION INCLUDING BUT NOT LIMITED TO ADDITIONAL INSPECTION FEE, WATER MAIN TAPS, PAVEMENT, CURB, GUTTER AND/OR SIDEWALK RESTORATION, ANY TESTING AND ANY AND ALL ASSOCIATED APPROVALS.
- DEFLECT THE WATER MAIN AROUND OTHER UTILITIES PER CITY STD. NO. 300.42 AS NECESSARY TO AVOID COLLISION. MAINTAIN A MINIMUM OF 1' OF SEPARATION BETWEEN THE OUTSIDE EDGES OF PIPES. IF WATER MAINS ARE INSTALLED BEFORE ANY OTHER UTILITY IT WILL BE AT THE RISK OF THE CONTRACTOR.
- EXISTING WATER SERVICES THAT ARE TO BE ABANDONED ARE TO BE PLUGGED/CAPPED AT THE CORPORATION STOP ON THE MAIN PER SALISBURY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT INSPECTOR'S REQUIREMENTS. IF THE SERVICE DOES NOT HAVE A CORPORATION STOP IT SHALL BE ABANDONED PER CITY'S INSPECTOR'S REQUIREMENTS.



GENERAL NOTES

- THE PROPERTY SHOWN HEREON IS TO BE ACQUIRED AND DEVELOPED BY:
OWNER: VESTIGE SALISBURY MD LLC
13800 COPPERMINE RD
HERNDON VA 20171
C/O KRISHNA MOHAN GOPU
EMAIL: krishna@vestige.com
- DEED REF: 5057/191
- PLAT REF: 17/591
- TOTAL AREA OF PROPERTY: 34.61± ACRES
- THE PRESENT ZONING OF THIS PROPERTY IS: R 10 A (RESIDENTIAL) (PALOCCANAL OVERLAY DISTRICT) (CITY OF SALISBURY)
- THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE A.
- THE CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY: W 1/5.1.
- ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE CITY OF SALISBURY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
- THIS PROPERTY IS SHOWN ON A 1/4" M. COMMUNITY PANEL #2404500134E (PANEL 116 OF 375) DATED 8/17/2015. LOCATED IN ZONE X AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 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.
- THIS PROPERTY IS SHOWN ON CITY MAP.
- 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 (SWALES) 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 CITY UTILITY INSTALLATION, SIDEWALKS, DRAINAGE OR OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT 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 CATV SHALL BE INSTALLED OUTSIDE THE CITY OF SALISBURY UTILITY EASEMENTS. PERPENDICULAR CROSSINGS WILL BE ALLOWED.
- IN THE EVENT THAT AN ERROR, OVERSIGHT OR OMISSION BY PARKER & ASSOCIATES IS DISCOVERED OR SHOULD HAVE REASONABLY BEEN DISCOVERED DURING THE COURSE OF CONSTRUCTION, CLIENTS OR CONTRACTORS SHALL PROVIDE PARKER AND ASSOCIATES AN IMMEDIATE NOTICE IN ORDER TO PROVIDE THE OPPORTUNITY TO IMPLEMENT AN ACCEPTABLE SOLUTION TO REMEDY OR MINIMIZE THE IMPACTS OF THE DISCOVERED ISSUE. IF IMMEDIATE NOTICE IS NOT PROVIDED BY CLIENT OR CONTRACTOR TO PARKER & ASSOCIATES, THE CLIENT OR CONTRACTOR SHALL RELIEVE PARKER & ASSOCIATES OF ANY LIABILITY THAT MAY ARISE FROM SAID ERROR, OVERSIGHT OR OMISSION.
- PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPT. OF INFRASTRUCTURE AND DEVELOPMENT.
- TRACER WIRE TO BE ADDED ABOVE ALL FORCE MAIN PIPES.
- ALL PROPOSED GRADING AND CONSTRUCTION SHOWN ON THESE PLANS SHALL BE INTO EXISTING GRADES WITHIN THE LIMIT OF DISTURBANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE GRADES, ELEVATIONS AND SLOPES MATCH EXISTING CONDITIONS AND ARE ACCEPTABLE. IF CONDITIONS DIFFER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- PRIVATE UTILITY MAINS REQUIRE INSPECTION BY CITY PLUMBING INSPECTOR.
- WATER AND SEWER TAPS MUST BE DONE BY A CURRENTLY APPROVED CITY OF SALISBURY WATER AND SEWER CONTRACTOR.
- VERTICAL DATUM IS BASED ON NAVD83. HORIZONTAL DATUM IS BASED ON NAD83.
- CONTRACTOR IS TO VERIFY ALL ELEVATIONS LISTED ON THE PLAN WITH A MINIMUM OF THREE BENCHMARKS THAT ARE ON THIS PROJECT'S 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.
- THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS. ERRORS OR OMISSIONS IN DRAWINGS OR LAYOUT SHALL BE TREATED AS A DISCREPANCY. ALL DISCREPANCIES SHALL BE RESOLVED PRIOR TO CONTINUATION OF WORK.

PARKING TABULATION

TOTAL REQUIRED	
APARTMENTS	1.5 SPACES PER DWELLING UNIT PLUS 20%
96 UNITS x 1.5 x 1.2	= 173 SPACES
TOWNHOUSE UNITS	2 SPACES PER TOWNHOUSE
58 UNITS x 2	= 116 SPACES
SINGLE FAMILY UNITS	2 SPACES PER SINGLE FAMILY RESIDENCE
67 UNITS x 2	= 134 SPACES
173 + 116 + 134	= 423 SPACES REQUIRED
424 SPACES PROVIDED	

MINIMUM REQUIREMENTS

CITY OF SALISBURY MD

ZONE R 10 A (RESIDENTIAL)	
SINGLE FAMILY HOMES	
MINIMUM LOT AREA	= 10,000 SF
MINIMUM INTERIOR LOT WIDTH	= 10 FT
MINIMUM CORNER LOT WIDTH	= 85 FT
MINIMUM SETBACKS	
FRONT	25 FT
SIDE	10 FT (2 REQUIRED)
REAR	30 FT
HEIGHT	40 FT
TOWN HOMES	
MINIMUM LOT AREA	= 2,000 SF
MINIMUM LOT FRONTAGE	= 20 FT (INTERIOR TOWN HOME)
MINIMUM SETBACKS	
FRONT	25 FT
SIDE	18 FT (COVERED LOT 25)
BACK	30 FT
HEIGHT	35 FT

ESTIMATED WATER & SEWER USAGE

CITY OF SALISBURY MUNICIPAL CODE, AUG 16 2022
CHAPTER 18.08.100. CALCULATION OF IMPACT FEE (RESIDENTIAL)

1 BR = 90 GPD	2 BR = 135 GPD	3 BR = 180 GPD	4 BR = 225 GPD
SINGLE FAMILY 3 BEDROOM AVERAGE: 201 + 185 GPD = 40 885 GPD			
TOTAL TDUs FOR PROJECT AT 135 GPD PER EDU			
40 885 / 135	= 302.9 EDUs		

AREA 1 SINGLE FAMILY AND TOWN HOMES	
TOTAL AREA	= 28.25± AC
PUBLIC STREET AREA	= 3.12± AC
NET AREA	= 25.13± AC
67 SINGLE FAMILY HOMES @ 10,000 SF PER UNIT	= 15.38± AC
58 TOWN HOMES @ 6 UNITS PER AC	= 9.63± AC
AREA REQUIRED	= 25.01± AC

AREA 2 APARTMENTS	
TOTAL AREA	= 6.41± AC
PUBLIC STREET AREA	= 1.89± AC
NET AREA	= 4.52± AC
AREA REQUIRED FOR 96 UNITS @ 8 UNITS PER AC	= 12.00 AC

SPECIAL EXCEPTION REQUESTED FOR DENSITY OF 14.98 UNITS PER AC

OPEN SPACE	= 3.18± AC
PERCENTAGE OPEN SPACE = 3.18 AC / 6.41 AC	= 50% OPEN SPACE

LAND USE SUMMARY

ZONE: RESIDENTIAL R 10 A

PROPOSED SINGLE FAMILY UNITS	67 UNITS
PROPOSED TOWNHOUSE UNITS	58 UNITS
PROPOSED APARTMENT UNITS	96 UNITS
TOTAL PROPOSED UNITS	221 UNITS

EXISTING TOTAL SITE AREA	= 1,509,599± SF / 34.66± AC
EXISTING IMPERVIOUS AREA	= 0± SF / 0± AC

PROPOSED LIMIT OF DISTURBANCE	= 1,509,599± SF / 34.66± AC
PROPOSED IMPERVIOUS AREA	= 685,042± SF / 13.43± AC

TOTAL PARCEL = 1,509,599± SF / 34.66± AC

TOTAL PROJECT OPEN SPACE = 6.94± AC
(Open space calculated by removing the area of all buildings and parking area inclusive of islands from total site)

PERCENTAGE OPEN SPACE = 6.94 AC / 34.66 AC = 20% Open Space

PLAN APPROVED BY WICOMICO SOIL CONSERVATION DISTRICT

WICOMICO SUPERVISOR	DATE
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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.

VESTIGE SALISBURY MD LLC 13800 COPPERMINE RD HERNDON, VA 20171 C/O KRISHNA MOHAN GOPU EMAIL: krishna@vestige.com	DATE
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PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY 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 21, 2024 AND A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 21501 EXPIRATION DATE: JANUARY 25, 2024

BROCK E PARKER P.E. R.L.S.
528 RIVERSIDE DRIVE
SALISBURY MARYLAND 21801
PHONE: (410) 749-1023 FAX: (410) 749-1022
EMAIL: brock@parkerandassociates.org

APPROVED CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT	CITY PROJECT # 23204 UTILITY CONTRACT #	DATE
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RICHARD D BALDWIN DIRECTOR

CO-1

GRAPHIC SCALE
1" = 500'

SPECIAL EXCEPTION PLAN

TITLE SHEET

MARTIN'S MILL SUBDIVISION

ROAD NAME: DASSBORO RD
FOR VESTIGE SALISBURY MD LLC
PARSONS ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

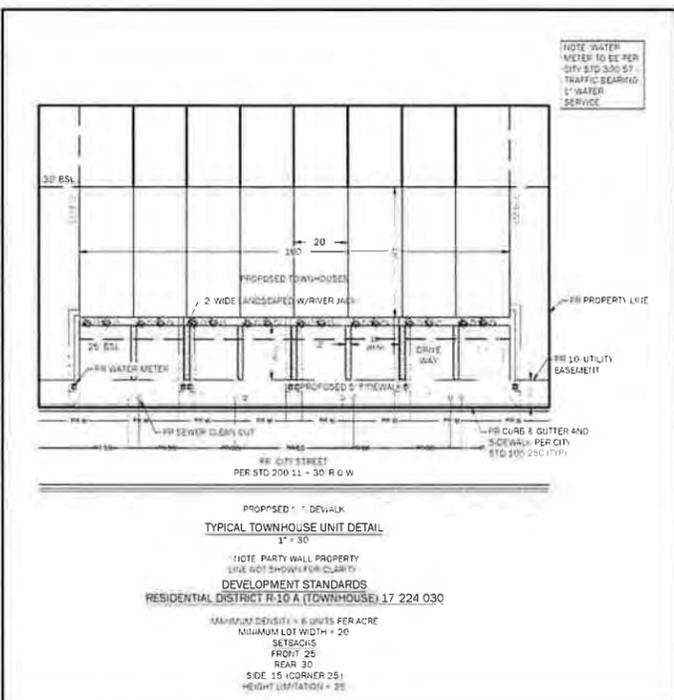
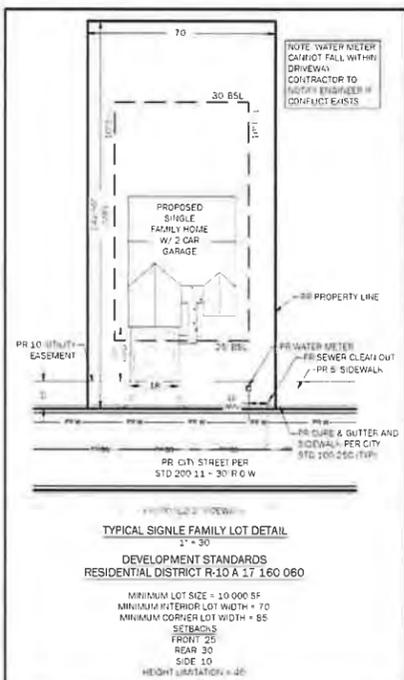
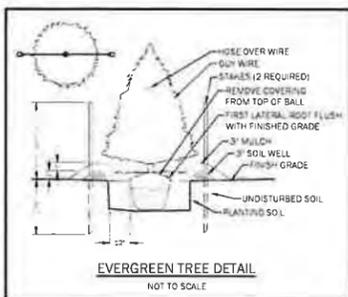
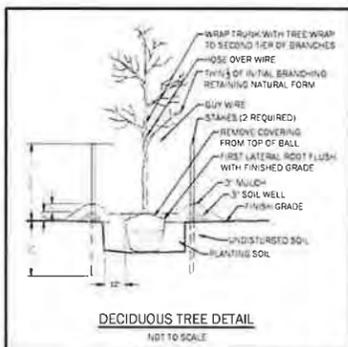
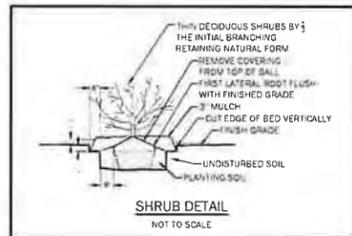
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4.01'

PARKER

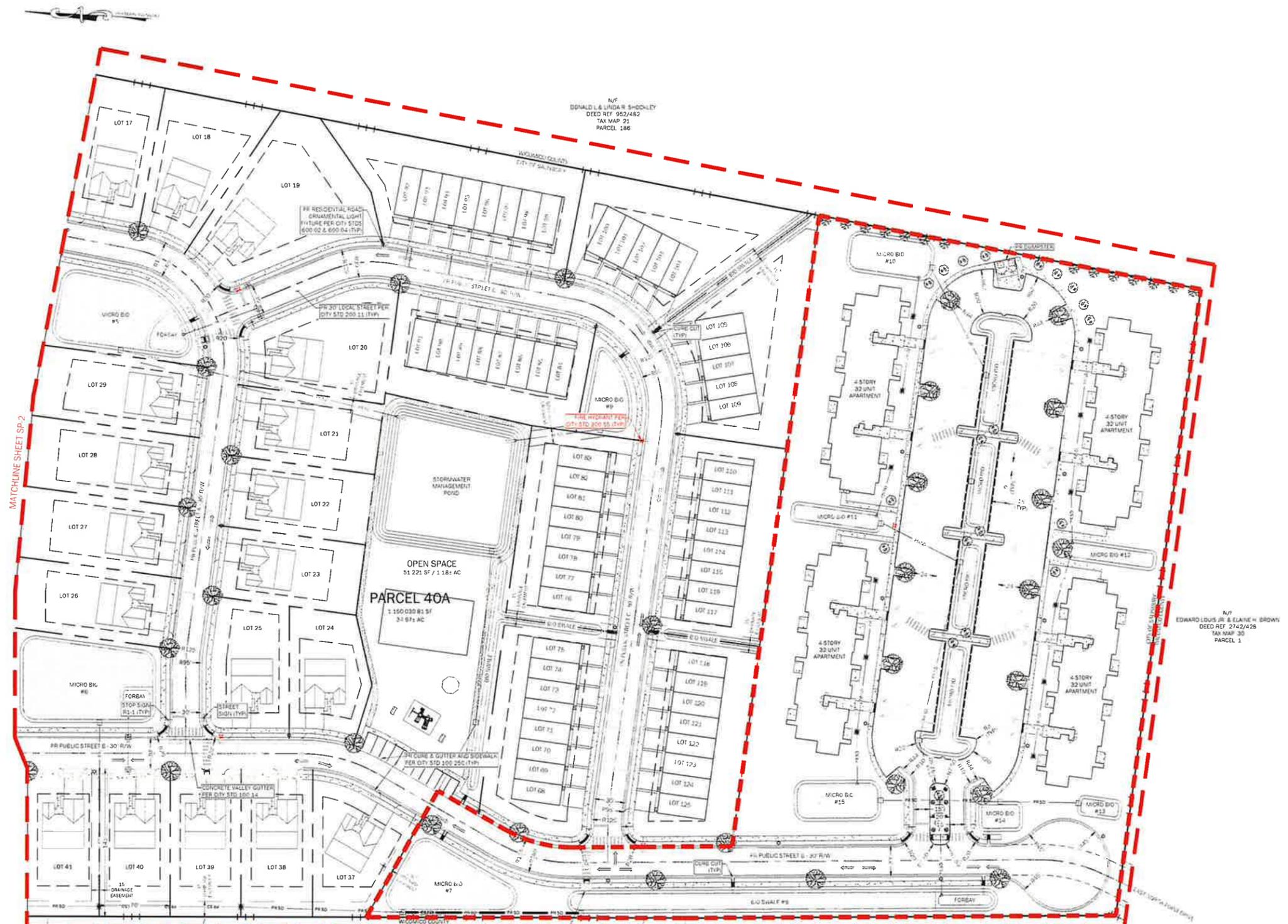
SYMBOL	DESCRIPTION	QUANTITY
	3' CALIPER & TALL PLANTING DECIDUOUS SHADE TREE PLANTING LOCATION: TO CONSIST OF LONDON PLANE RED MAPLE, RIVER BIRCH, SYCAMORE, PIN OAK, OR SIMILAR SPECIMEN TREE	49
	5' 6" TALL PLANTING EVERGREEN SCREENING TREE PLANTING LOCATION: TO CONSIST OF LEYLAND CYPRESS OR SIMILAR SPECIMEN TREE	32
	3' SMALL DECIDUOUS FLOWERING ORNAMENTAL SPECIMEN TREE PLANTING LOCATION: TO CONSIST OF NATCHEZ CREPE MYRTLE, TUSCARORA CHEPE MYRTLE, FLOWERING KWAZAAM CHERRY, DOGWOOD, OR SIMILAR SPECIMEN TREE	23
	KNOCKOUT ROSE 5 GAL	6
	INKBERRY 5 GAL	6

NOTE

- FOUNDATIONS TO BE PLANTED AND CONSIST OF A MIXTURE OF DECIDUOUS AND EVERGREEN SHRUBS (PIN, SUMMERSWEET, BURNING BUSH, HYDRANGEA, SPINAK, AZALEAS AND JUNCIPERS) AND A MIXTURE OF GROUND COVERS AND PERENNIALS (JUNIPERS AND FLOWERS WITH ANNUAL COLOR) TO BE SUPPLEMENTED WHERE APPLICABLE
- MINIMUM 4" OF TOPSOIL IN ALL LANDSCAPE BEDS
- MINIMUM 2" OF MULCH IN ALL LANDSCAPE BEDS
- ALL AREAS TO GET SEEDING PER SHEET EDC-4 UNLESS OTHERWISE DIRECTED BY FIELD PERMITS



SYMBOL	DESCRIPTION
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING BEER MAIN
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SEWER CLEAN OUT
	PROPOSED LIGHT
	EXISTING STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN MANHOLE
	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET
	EXISTING STORM DRAIN CATCH BASIN
	PROPOSED STORM DRAIN CATCH BASIN
	EXISTING UTILITY POLE
	PROPOSED UTILITY POLE
	EXISTING MAIL SIGN
	PROPOSED MAIL SIGN
	PROPOSED ROAD SIGN
	PROPOSED STREET SIGN
	PROPOSED WATER METER
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE HYDRANT VALVE
	EXISTING EDGE OF PAVEMENT
	EXISTING PAVEMENT
	PROPOSED PAVEMENT
	EXISTING STORM DRAIN
	PROPOSED STORM DRAIN
	EXISTING STORM DRAIN CATCH BASIN
	PROPOSED STORM DRAIN CATCH BASIN
	EXISTING STORM DRAIN INLET
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	EXISTING STORM DRAIN MANHOLE
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	EXISTING STORM DRAIN CATCH BASIN
	PROPOSED STORM DRAIN CATCH BASIN
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	PROPOSED STORM DRAIN MANHOLE
	EXISTING STORM DRAIN CATCH BASIN
	PROPOSED STORM DRAIN CATCH BASIN
	EXISTING STORM



N/F
JOHN P. & WENDY C. HOOKER
DEED REF 4085/346
PLAT REF 634/67
TAX MAP 20
PARCEL 427
LOT 3 BLOCK 'DA'

N/F
LORRAINE R. ECHERT & TERESA CARROLL
DEED REF 4219/442
TAX MAP 20
PARCEL 427
LOT 4 BLOCK 'DA'

N/F
LOUIS E. JR. & ELAINE H. BROWN
DEED REF 2433/216
TAX MAP 29
PARCEL 77

N/F
PARADEABLE CURB SIDEWALK
RAMPS & DETECTABLE WARNING PER
CITY STOS 100 37 & 100 42 (17P)

N/F
GRANVILLE PROPERTIES LLC
DEED REF 3600/760
PLAT REF 18/431
TAX MAP 29
PARCEL 78
LOT PAR 4A

N/F
DONALD L. & LINDA R. SHODALEY
DEED REF 982/482
TAX MAP 21
PARCEL 186

N/F
EDWARD LOUIS JR. & ELAINE H. BROWN
DEED REF 2742/428
TAX MAP 30
PARCEL 1



SP-3



REVISION	DATE	BY	APP

SPECIAL EXCEPTION PLAN

**SITE PLAN SOUTH
MARTIN'S MILL SUBDIVISION**

ROAD NAME: DAKESBORO ROAD
FOR VESTIGE SALISBURY MD LLC
PARSONS ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND



Lennar – Product Exhibit – 2-Story TH



Camden FL

Lennar – Product Exhibit – 2-Story TH



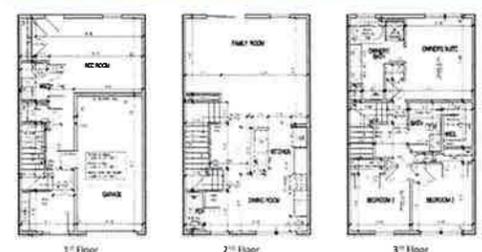
Camden FL: 1,556 SqFt – 20' x 48'

Lennar – Product Exhibit – 3-Story TH



Tydings II FL

Lennar – Product Exhibit – 3-Story TH



Tydings II FL: 1,802 SqFt – 20' x 34'

Lennar – Product Exhibit – SFD



Hanover

Lennar – Product Exhibit – SFD



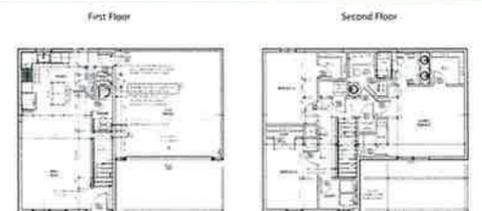
Hanover: 1,390 SqFt – 40' x 48'

Lennar – Product Exhibit – SFD



Pembroke

Lennar – Product Exhibit – SFD



Pembroke: 1,450 SF – 38' x 30'

Lennar – Product Exhibit – SFD



Princeton

Lennar – Product Exhibit – SFD



Princeton: 1,661 SqFt – 40' x 32'

Lennar – Product Exhibit – SFD



Fairfield

Lennar – Product Exhibit – SFD



Fairfield: 1,725 SqFt – 34' x 35'

Lennar – Product Exhibit – SFD



Charleston

Lennar – Product Exhibit – SFD



Charleston: 1,949 SqFt – 36' x 36'



THREE STORY APARTMENT BUILDING



AR-1

NOT TO SCALE

NO.	DATE	DESCRIPTION

SPECIAL EXCEPTION PLAN

ARCHITECTURALS
MARTIN'S MILL SUBDIVISION

ROAD NAME DAGSBORO ROAD
FOR VESTIGE SALISBURY MD LLC
PARSONS ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND



COMMUNITY IMPACT STATEMENT

MARTIN'S MILL SUBDIVISION
Dagsboro Road
City of Salisbury, Wicomico County, Maryland

Vestoge Salisbury MD LLC, Owner & Developer/Builder

October 2, 2023

COMMUNITY IMPACT STATEMENT
Martin's Mill Subdivision

I) OVERVIEW

The proposed development consists of a mixed use housing development consisting of four three-story buildings totaling 24 units each or a total of 96 multi-family units, townhome attached components consisting of six eight-unit buildings totaling 48 units and two five-unit buildings totaling 10 units or a total of 58 single-family attached units and 67 single-family detached units. A central recreational open space area contains a jogging/walking trail, multi-purpose court for tennis, pickleball and basketball, gazebos, grilling as well as a tot lot.

424 Parking spaces are provided throughout the community. 174 spaces are provided adjacent to the multi-family complex, two spaces are provided for each single-family attached unit for a total of 116 spaces and two spaces are provided for each single-family detached unit for a total of 134 spaces. All streets, parking areas, and utilities are to be privately owned and maintained.

The project is situated on property in close proximity to the "Center of Salisbury Mall" and the North U. S. Route 13 corridor, which has seen tremendous growth in the past few years and has created a large employment base for the area. This development will provide a range of dwellings, which will accommodate the demand of this diversified market. The mix of one, two, and three-bedroom apartments, townhomes and single-family homes is suitable for retirees, working families, as well as single occupants. This diversified product will meet the needs of a wide swath of the community.

The properties to the south and east of this site are presently farmland. The property on the north west corner is owned by Faith Baptist Church. The remaining properties adjacent to the west side are part of the Avalon Park subdivision and lands belonging to Grapevine Properties, L.L.C. There are no incompatible uses. Since adjacent single-family homes, townhomes and apartments are existing or forthcoming in the near future, zoning permits project uses by right. Martin's Mill Subdivision will have no detrimental impact on any adjacent properties or neighborhoods.

The City of Salisbury and Wicomico County's Year 2025 Long Range Program and its most recently adopted Comprehensive Plan emphasizes continued growth in Wicomico County and the need for a diversified mix of residential projects. It specifically encourages projects near readily available utilities within the Urban Metro Core of the City of Salisbury. Martin's Mill Subdivision project meets this recommendation.

II) PLANNING AND ZONING

- A) Zoning:** The property is presently zoned General Commercial which inherently permits apartments. Our comprehensive development plan is intended to comply with all applicable zoning regulations without any waivers or exceptions. This project was approved in the concept stage by the Salisbury-Wicomico County Department of Planning, Zoning, and Development Commission on August 10, 2023.
- B) Description:** 96 units of multi-family units consisting of four buildings of one, two, and three-bedroom units. 58 single-family attached buildings of two and three bedroom units. 67 single-family detached units of two and three bedroom units.
- C) Size:** apartments: 880 square feet to 1,000 square feet per unit. Townhomes: 2880 square feet per unit. Single-family homes: 3000 square feet per unit.
- D) Parking:** 424 parking spaces, including 16 handicap.
- E) Acreage:** 34.67 acres.
- F) Open space:** 6.89 acres.

G) **Forested areas:** 0 acres.

III) MARKET ANALYSIS – PROJECTED MARKET

This project is geared to supply apartment and residential housing for the demand in the Salisbury area housing inventory. Per page 2 of the Opteon Multi-Family Market Report attached as “Exhibit A,” the current vacancy rate in the multi-family market in Salisbury is 4.8%. This is quite low relative to historical averages and speaks to a high demand for apartment spaces in the area. There has also been a very substantial 22.2% growth in overall apartment rents over the past three years which is indicative of the relatively limited supply and high demand.

Wicomico County Single Family & Townhouse Housing Stock & Activity:

Attached as “Exhibit B” are the Wicomico County residential market statistics for closed listings over the past 12 months, from August 2022 to August 2023. The residential inventory accumulation is only 1.9%. Overall 92.9% of everything listed is being sold and closed at an average of 97.02% of asking price which is historically remarkable. Virtually everything rationally priced, and on the market, is being put under contract within approximately 30 days and is being sold at near, or over, full price with multiple offers in many situations.

Current Wicomico County Residential Listings:

With respect to the current Wicomico County listings see the attached page of current active Wicomico County residential listings attached as Exhibit “C”. There are 135 current listings. The median time on the market is only 36 days. Again, this indicates a very active market where demand is chasing supply.

Current Statistics on Available Residential Subdivision Lots:

See the attached “Housing Summary By Housing Type, Wicomico MD” identified as “Exhibit D” and the “Project Statistics – Wicomico County” data sheet attached as “Exhibit E”. The column category to pay attention to here is “VDL” which stands for “Vacant Developed Lot”. In looking at the projects that are designated as “active”, these are the lots that are represented to be currently available and deliverable in these projects.

There are a few larger projects with some available lots, but the majority of existing active developments have only a modest number of lots actually available. In some cases, this is because the lots are being sold fairly quickly and in others, the available lot inventory is simply sold out.

Sussex County Projects For Reference:

See the attached data sheet for Sussex County Projects attached as “Exhibit F”. The population for Sussex County was 247,527 as of 2021 and Wicomico County was 103,980. Even accounting for the fact that population-wise Wicomico County is 42% of the size of Sussex County, on a per capita basis they have a vastly larger number of housing projects and planned units in development to address their current housing demands than does Wicomico County. Sussex County and Wicomico County are not a 100% apples-to-apples demographic comparison they are similar enough, especially in the lower Sussex region, that we need to consider them as a regional competitor for where regional workers are deciding to locate their apartments and residential housing.

Summary:

Referencing and summarizing the aforesaid data, all of this is indicative of the constrained supply of housing stock for lease and purchase in this area. In sum, whether we are discussing existing apartment and residential inventory, existing apartment leasing and residential sales activity, or buildable residential lots actually available on the market in planned developments, there is a very significant gap between supply and demand in the current Wicomico County housing market and more than enough room for additional supply to be put online.

The owners and developer are confident that the demand exists for this apartment and residential housing project. See Exhibits A – F for full market analysis.

IV) FACILITIES COST AND IMPACT

This development will contain approximately 67 single-family homes, 58 townhomes and 96 apartments. The extension of the City’s infra-structure being built by the Developer at his expense and the additional tax revenues will be far greater than the cost for improvements or services rendered by the community as detailed below:

Wicomico County Tax Revenues Generated

	Units	Price per unit	County tax rate	County tax per unit	County tax total
Multi-family complex	96	\$190,000.00	1.08%	\$2,052.00	\$196,992.00
Single-family attached	58	\$260,000.00	1.08%	\$2,808.00	\$162,864.00
Single-family detached	67	\$350,000.00	1.08%	\$3,780.00	\$253,260.00
Total county tax revenues generated					\$613,116.00

Salisbury City Tax Revenues Generated

	Units	Price per unit	City tax rate	City tax per unit	City tax total
Multi-family complex	96	\$190,000.00	0.98%	\$1,862.00	\$178,752.00
Single-family attached	58	\$260,000.00	0.98%	\$2,548.00	\$147,784.00
Single-family detached	67	\$350,000.00	0.98%	\$3,430.00	\$229,810.00
Total city tax revenues generated					\$556,346.00
Total tax revenues generated					\$1,169,462.00

Other Revenues Generated: Monthly water and sewer charges will be paid to the City of Salisbury to offset the costs of water supply and sewage treatment as well as tap-in and front assessment fees.

V) UTILITIES

All utilities, including water and sewer, are existing on this site and are of adequate size to serve this project. All extensions needed for this project, including on-site water and sewer systems, will be provided entirely at the developer’s expense.

All street lighting costs will be paid by the developer.

This project is estimated to consume 250 gallons of water per day per unit and expend an equal quantity of sewage for the project’s estimate of 221 units.

VI) TRAFFIC

The site is adjacent to Dagsboro Road on the north end of the site, which is a minor collector, approximately 3700 feet from U.S. Route 13. Future plans are to connect to Northpoint Drive from the south end of the site. All of these roads are capable of handling an increase in traffic and no negative impact is foreseen. See traffic analysis attached as Exhibit G.

VII) STORMWATER DRAINAGE

All stormwater drainage would be provided entirely at the developer’s expense. Stormwater retention will be utilized on-site to lessen any impact on the existing City of Salisbury storm drainage system. When this

project's required storm drainage capacities are reached, the normal outfall for the project will be into an existing Leonard's Mill pond.

Stormwater management will be provided for this project in accordance with the state of Maryland stormwater management regulations. That means that they run off will be cleaned as well as managed for quantity assurances. This project will provide ESD to the MEP, which means the runoff during the referenced storms will be reduced to that of an equivalent site that discharges in a wooded, good condition classification. This quality management will be achieved by use of several innovative and accepted practices which include but are not limited to, swales, bioretentions, bioswales, sheet flow over grass, among other accepted technology practices that are utilized to filter and clean stormwater runoff prior to its discharge.

Runoff will also be detained in a downstream stormwater management facility that will detain the runoff and prevent its discharge at detrimental rates. The runoff leaving this site will mimic its pre development conditions and will discharge less than that which is leaving the site currently.

This project has been and will be further coordinated with City and County Stormwater and Public Works Departments to meet their current requirements.

VIII) REFUSE COLLECTION

Trash and rubbish would be handled privately. There will be no additional burden upon the City's trash collection system. Trash collection areas will be screened from view.

IX) POLICE AND FIRE PROTECTION

A normal amount of fire and police protection would be required from the community. The size of this development and its close proximity to the City of Salisbury's existing facilities allows for the logical extension of services for this close-in urban size.

The apartments are planned to have sprinkler systems for pre-emptive fire protection as well as equipped with smoke/heat detectors and fire alarm pull stations. On-site fire hydrants are also planned.

X) SCHOOL FACILITIES

K-2, approximately 39 children, will attend West Salisbury Primary. Grades 3-5, approximately 38 children, will attend North Salisbury Elementary, Grades 6-8, approximately 35 children, will attend Wicomico Middle School, and Grades 9-12, approximately 50 children, will attend Wicomico High School.

XI) RECREATIONAL FACILITIES

The proposed outside amenities will consist of a multipurpose court for tennis/pickleball/basketball, a meandering jogging/walking trail, and several gazebos and barbecue picnic areas and a tot lot.

Total open space suitable for leisure time activities will total 6.89 acres or 20% of the total site area.

The nearest public accessible recreational facilities are located at the Wicomico County Complex on Naylor Mill Road.

XII) ENVIRONMENTAL IMPACT

The construction of this project will have a temporary or minimal effect on the environment as detailed below:

A) Plants and Animals: The existing site consists of 34.67 acres with one single-family home on approximately 0.5 acres and the remainder of the property being farmland. No endangered plants or animals are known to exist on or near this site. There are no tidal or non-tidal wetlands present.

During construction, approximately 49 trees of a minimum three-inch caliper will be planted along the streets and in specific landscaping areas. Tree species will consist of London Plane, Red Maple, River Birch, Sycamore, Pin Oak or similar specimen tree. In addition, some areas will be planted in five to six feet tall evergreen screening trees consisting of Leyland Cypress or similar specimen tree to provide future screening from projected commercial areas and roads.

B) Noise: There would be a normal temporary increase in noise levels during construction. After construction, noise levels would be no more than normal multi-family residential projects. Noise emanating from the construction and final use of this project will be mitigated. Trash containers will be fenced on three sides and located in areas, which will minimize noise transmission to adjacent properties while still being convenient for on-site residents. All these features will mitigate noise.

C) Dust: There would be a temporary increase in dust during construction. After construction, dust levels would be less than generated from existing possible agricultural field utilization.

D) Odor: This project would generate no more abnormal residential odors than normally associated with residential cooking.

E) Lighting: Site lighting would be designed to minimize glare or spillover to adjoining properties by selecting fixtures to focus lighting directly onto the site.

E) Erosion: There are no streams or natural drainage channels located on this property. All areas disturbed during the construction phase would be paved, built upon, re-stabilized, and landscaped. There is no significant erosion expected from this flat site.

F) Sediment Control: All sediment runoffs will be controlled and managed in accordance with Wicomico County and USDA Soil Conservation Standards.

G) Flooding: This site would be designed to accommodate at least a ten-year storm without any on-site flooding. The site is not in a flood zone impacted by stream or waterways.

H) Paleo Channel: There does not appear to be any existing or future possibility of contamination of the Paleo Channel aquifer. This site is currently in a wellhead protection district as well as atop the paleo channel. The permitted uses and accessory uses shall be as follows:

1. All uses permitted in the underlying zoning district(s), with the following exceptions:

- a. Uses which discharge excessive amounts of water or use, store or generate raw or waste materials which are ignitable, corrosive, reactive or toxic, such as, but not limited to, manufacture of organic and inorganic chemicals, paint and pigments, petroleum refining, steel, metal products fabrication, electroplating and textile dyeing and finishing.

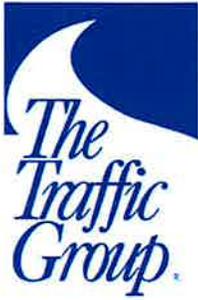
This project does not cause any of the accepted or been used as for these underlying zones. Furthermore, this project does not propose any risk for future possibility of contamination of the channel or well heads through the storage and handling of railways materials or any other material that would cause contamination of either of these sensitive zones beneath this property. The residential uses on this property are consistent with the intent of the establishment of these two zones and do not pose any risk to either the Paleo Channel or the wellhead zones. Therefore, the is in compliance with the zoning codes requirements for development atop these districts.

XIII) DEVELOPMENT SCHEDULE

It is the owner's intention to begin construction as soon as the required approvals and permits are acquired. The entire project will be constructed as one phase and is expected to take 18 months to complete.

XIII) CONCLUSION

Based on the data and analysis herein, it is the owner/developer's opinion that there exists within this fast growing market area on the north end of the Salisbury/Wicomico County area an immediate demand for additional single-family homes, townhomes and rental apartments offering affordable housing along with the amenities as described.



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September 15, 2023

Brock E. Parker, PE, RLS, QP
Vice President
Parker & Associates, Inc.
528 Riverside Drive
Salisbury, MD 21801

RE: Martin's Mill
TRAFFIC EVALUATION
Salisbury, Maryland
Our Job No.: 2023-0829

Dear Mr. Parker:

It is my understanding that Vestoge Salisbury, MD, LLC desires to construct a residential development with access on Dagsboro Road in Salisbury, Maryland. The development is proposed to consist of a total of 221 residential units; however, the existing zoning permits 171 residential units. Therefore, a special exception is requested for the additional 50 units. A preliminary concept plan is attached for your convenience.

Type of Residential Unit	Requested	Permitted	Difference
Single Family Detached	67	67	0
Single Family Attached	58	58	0
Multifamily Housing	96	46	50

A Traffic Impact Study will be conducted for the development in accordance with the Scope of Work received by MDOT SHA and the City of Salisbury. Should the total additional trips generated by the proposed development be create deficiencies at the study intersections, the developer agrees to mitigate these deficiencies in a manner acceptable to both MDOT SHA and the City.

However, for the purpose of approval of the special exception for the additional 50 units, a Trip Generation Analysis was conducted to determine the additional trips projected to be generated by 50 additional multifamily units. The results of the Trip Generation Analysis are provided in Table 1.

Sixteen (16) additional peak hour trips are projected to be generated by the additional units during the morning peak hour and twenty-two (22) additional peak hour trips are projected to be generated during the evening peak hour. It is not anticipated that these additional trips will cause additional deficiencies, if any, at the study intersections. Therefore, it is my opinion that approval of the special exception for 50 additional multifamily housing units will not adversely affect the study intersections beyond that which the Traffic Impact Study will determine.

Table 1. Trip Generation

Land Use (ITE - 11th Edition)	Size	AM PEAK			PM PEAK			DAILY
		IN	OUT	TOTAL	IN	OUT	TOTAL	
Scenario 1								
Single-Family Detached (ITE-210)	67 units	13	39	52	43	25	68	698
Single-Family Attached (ITE-215)	58 units	7	17	24	18	13	31	391
Multifamily Housing, Low-Rise (ITE-220)	96 units	13	40	53	39	23	62	691
Total	221 units	33	96	129	100	61	161	1780
Scenario 2								
Single-Family Detached (ITE-210)	67 units	13	39	52	43	25	68	698
Single-Family Attached (ITE-215)	58 units	7	17	24	18	13	31	391
Multifamily Housing, Low-Rise (ITE-220)	46 units	9	28	37	25	15	40	370
Total	171 units	29	84	113	86	53	139	1459
Trip Comparison (Scenario 1 - Scenario 2)		4	12	16	14	8	22	321

If you have any questions or require additional information, please do not hesitate to contact me at (410) 603-6251 or btustin@trafficgroup.com.

Sincerely,



Betty H. Tustin, P.E., PTOE
Senior Project Manager

BHT:amr

(F:\2023\2023-0829_Martin's Mill\DOCS\CORRESP\ANALYST\Traffic Evaluation Ltr_Parker.docx)



STAFF REPORT

MEETING OF NOVEMBER 2, 2023

Case No. 22-033
Applicant: Salisbury Town Center, LLC
Contract Purchaser: Salisbury Town Center, LLC
Location: Lot 3, District 09, Account # 061002
Lot 4, District 09, Account # 060987
Lot 5, District 09, Account # 055207
Lot 6, District 09, Account # 052534
Which are commonly known as part of
municipal parking lot 1, and all of
parking lots 11 and 15.
Zoning: Central Business District
Request: Special Exception – Density Increase to
77 units per acre

I. SUMMARY OF REQUEST:

The applicant proposes to construct a 222-unit apartment building on Lots 3, 4, 5, and 6 as shown on **Attachment 5** and is requesting approval of a Special Exception under 17.24.040B.2.c to increase density to 77 units per acre for the project area. **(Attachment 1)** The inherent density per 17.24.040B.2.b is 40 units per acre.

II. ACCESS TO THE SITE AREA:

Lots 3, 5, and 6 have frontage along W Market Street with Lot 6 having building access and Lot 5 having service vehicle access. Lots 3, 4, and 5 have frontage along Circle Avenue with Lots 3 and 5 having building access and Lot 4 having an access easement to commercial retail spaces. Lots 3, 4, and 6 have frontage along Camden Street.

III. DESCRIPTION OF PROPERTY:

The project area is made up of Lots 3, 4, 5, and 6 totaling 2.92 acres in area. The area is currently improved with three public parking lots commonly known as Lots 1, 11, and 15. The property is located within the City's Central Business Zoning District



City of Salisbury

John "Jack" R. Heath, Mayor

("CBD"), as well as the Downtown Historic District. The site is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area Program. **(Attachment 2)**

IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties are in the CBD. Nearby buildings include the Wicomico County Library, Cannon Building, Market Street Inn Restaurant, Market Street Books Building, Powell Building, Salisbury Parking Garage, Plaza Gateway Building, and other buildings fronting on Camden Street.

The CBD contains institutional, governmental, commercial, and residential uses that are representative of an urban center.

V. HISTORY:

The City entered into an Amended and Restated Land Disposition Agreement with the applicant on June 20, 2023 for the purpose of developing the project area. **(Attachment 10)**

The Historic District Commission approved the massing, layout, and materials at their meeting on May 25, 2023. **(Attachment 3)**

The Planning Commission approved the Preliminary Certificate of Design and Site Plan at their meeting on July 20, 2023. **(Attachment 4)**

A resubdivision plat was recorded on September 28, 2023. **(Attachment 5)**

V. EVALUATION:

(a) **Discussion:** The applicant proposes to redevelop the existing municipal parking lots 1, 11, and 15 into a four (4) building apartment development with 222 residential units with commercial space facing Unity Square and S Division Street. The proposed density is 77 units per acre, the inherent density for the CBD is 40 units per acre. Under 17.24.040B.2.c of the code an increase for density may be sought by Special Exception from the Board of Appeals. The zoning code defines density as; *"the maximum number of dwelling units which are permitted in a given area."*

(b) **Impact:** The influx of additional residents to the CBD with this project will have a positive impact on the downtown area. The close proximity of residents will encourage walking to institutional and commercial services located in downtown, in addition to the increased demand for commercial services. These



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uses also provide opportunities for residents to live closer to their place of employment. Employers within a quarter of a mile of the project include Tidal Health, Salisbury University at the Gallery Building, professional service firms and local, state, and federal government offices.

- (c) **Relationship to Criteria:** Section 17.24.040B.4. of the Salisbury Municipal Code states; *"When acting upon a request for either increased height or density, the board of appeals shall consider any or all of the following criteria as may apply to the type of development proposed."* Staff finds that this request complies with the Special Exception criteria or is not applicable as follows:

[i] Recommendation from the planning commission.

The Planning Commission to did not provide a recommendation for or against the special exception request.

[ii] The type of residential development proposed relative to the ability of the site to accommodate the density proposed.

The proposal complies with the height and setback requirements of the CBD and reducing the impervious surface by 0.47 acres while still accommodating the proposed density. The proposal has spread the units over the four (4) buildings and lots fairly equally relative to their acreage with no one lot having a significantly higher density than the others.

[iii] The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city.

All necessary water, sewer, and street infrastructure is currently in place and would sufficiently serve the proposed development. This is also stated in Section V.c.6 of this Staff Report.

The applicant has provided a parking study (**Attachment 7**) that demonstrates there will be sufficient public parking for the surrounding area. The study indicates a surplus of 250 spaces during Weekday 11 AM and a surplus of 478 spaces during Saturday 8 PM. The City, during the LDA (**Attachment 10**) negotiations, was aware of the need for a parking garage and agreed to contribute a sum not to exceed \$10,000,000.00 for



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the construction of the public parking garage shown on Lot 2. The proposal is located in a parking district regulated by the Parking Authority under Chapter 10.20 of Salisbury City Municipal Code and revenue collected is disbursed per 10.20.030 below:

Disbursements shall be made from said account for the following purposes only:

- A. Payment of expense of operation and maintenance of the city parking facilities located in the Parking Authority, including parking meters;*
- B. Payment of maturing principal and interest of any bonds issued by the city to finance the acquisition and development of off-street parking facilities located in Parking Authority;*
- C. For the acquisition and development of off-street parking facilities in Parking Authority.*

[iv] The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole.

The proposed height is complaint with the requirements of 17.24.040B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

[v] Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings.

The proposed height is complaint with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

[vi] Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity.

The proposed height is complaint with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.



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- [vii] Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants.**

The city's ladder truck can extend to 107 feet which is above the proposed height. The buildings will have to comply with all applicable building and fire codes. Additionally, apartments are required to be protected with an automatic sprinkler system. The City Fire Marshal has reviewed the site plan and did not have any comments. **(Attachment 9)**

- [viii] The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.**

The proposed design has received approval from the Salisbury Historic District Commission for massing, layout, and materials. **(Attachment 3)**. The setbacks comply with the requirements of the CBD and provide a similar setting to other buildings located in the area. The proposal brings the adjacent streets up to the streetscape standards of Main St expanding this setting within the CBD. The impervious surface of the site is reduced by 0.47 acres while also providing a visually appealing streetscape.

In addition to the criteria discussed above pertaining to increased density requests in 17.24.040B.2.c, the Board shall consider the criteria in Section 17.232.020B. of the Salisbury Municipal Code. Staff finds that this request complies with the Special Exception criteria as follows:

- [1] The proposal will be consistent with the Metro Core Plan, the objectives of the Zoning Ordinance and any other applicable policy or plan adopted by the Planning Commission or City Council for development of the area affected.**

The site is located in the Central Business zoning district, which inherently allows apartment buildings per 17.24.030.A. 17.24.030.A of the Zoning Ordinance states; *"Uses permitted are those that fulfill the purpose and intent of the district, encourage residential use, provide business, professional or financial services, bring people together for cultural and recreational events, support the nearby regional medical center and offer, at retail, a variety of consumer goods and services and*



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promotional activities." Increases in density of residential uses is permitted by Special Exception per 17.24.040.B.2.c.

The Metro Core Plan states, *"It is recommended that the highest intensity of residential development be limited to the Central Business District. There are many reasons to permit residential development in the CBD; including*

- 1. Close proximity to employment;*
- 2. Public utilities and facilities have capacity to accommodate intensive development;*
- 3. They provide variety in living environment and housing types; and,*
- 4. They help support and maintain the CBD as an importance activity center.*

There is great variation in the family characteristics of occupants of apartments. It is anticipated that few apartments in the CBD will be occupied by families with children.

The 2010 Comprehensive Plan Land Use Element describes the purpose of the CBD; *"The purpose of the Central Business District is to maintain and strengthen the role of the Downtown area as the community and regional center containing a broad range of uses and activities to enhance the vitality of this unique area. To function as a successful urban destination, this area should offer numerous opportunities by encouraging a mix of uses. A mix of compatible uses such as residential, institutional, government offices, restaurants, theaters, parks, libraries, hospitals, plazas, and a pleasant and safe pedestrian environment will consistently attract people to the Downtown area."*

The proposed development is consistent with adopted plans and the zoning ordinance that calls for the highest density developments to be located in the CBD.

- [2] The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.**

The proposal location in the heart of the CBD has the potential to improve livability as residents may reside closer to their place of employment while encouraging the growth of commercial activities



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needed to support said residents. This increase in commercial demand should increase the value of existing properties surrounding the area.

- [3] The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.**

The design of the site includes open spaces which do not currently exist while bringing the streetscapes up to the same design standards as Main Street. The proposal received approval for the massing, layout, and materials from the Salisbury Historic District Commission. **(Attachment 3)** The project is also subject to Final approval of a Certificate of Design and Site Plan from the Planning Commission. **(Attachment 4)**

- [4] The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.**

Staff does not find that the proposed use will have a negative effect on any of these items.

- [5] The proposal will not impair an adequate supply of light or air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

The proposal complies with the height and setback requirements for the CBD and will not impair the adequate supply of light or air to adjacent properties or overcrowd the land. The proposal does not create any undue concentration of population as the Metro Core Plan and Comprehensive Plan indicate that the highest residential concentrations should be in the CBD. The applicant has provided a traffic analysis **(Attachment 6)** that indicates impacts will be minimal and will not increase congestion of the streets or create hazardous traffic conditions. The building will comply with all applicable fire code requirements. Staff finds that the proposal will not endanger public safety as there are other residential uses in the area.

- [6] The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.**

The proposal has been reviewed for the items listed above:



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- a. The proposal was reviewed for transportation and the applicant provided a traffic analysis, **(Attachment 6)**. The study results indicate traffic impacts to minimal to the surrounding roadway network.
- b. The proposal has access to a 12" water main located in W Market Street. There is sufficient water supply for the project.
- c. The existing sewer infrastructure is sufficient to the serve the proposal.
- d. The Board of Education has been notified of the proposal for their planning purposes.
- e. The proposal will not unduly burden parks, stormwater management, or other public facilities. The proposal will improve stormwater management as currently there is not any on site. The applicant has provided a parking study **(Attachment 7)** that shows there will be sufficient public parking in the area surrounding the proposal upon completion of the parking garage and on street spaces.

[7] The proposal will preserve or protect environmental or historical assets of particular interest to the community.

The Salisbury Historic District Commission approved the massing, layout, and materials for the project at their May 25, 2023 meeting. **(Attachment 3)** The Critical Area Commission has reviewed the project for compliance and provided comments. **(Attachment 8)** The proposal reduces impervious surface on the site by 0.47 acres and treats previously untreated stormwater runoff. A portion of the proposal is in the floodplain and the development shall comply with all applicable floodplain regulations.

[8] The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.

The applicant entered into an Amended and Restated Land Disposition Agreement ("LDA") with the City on June 20, 2023 for the development of this proposal. Staff finds there to be a bona fide intent and capability to develop this land for the project as intended in the LDA. Staff has no reason to believe that the nature of the request is for an inappropriate purpose regarding the development of the land.



VI. STAFF COMMENTS:

The use of the property for residential and commercial meets the goal of the City's Central Business District to strengthen the role of the downtown as an active and vibrant urban area. Infusing downtown with new residential units will help bring additional commercial activity to the surrounding area, especially retail and food service locations. Historically, demand to live downtown has led to a low rate of unoccupied units creating a dearth of available units. The downtown area with boundaries of Mill Street, RT 50, RT 13, and the East Prong of the Wicomico River, has under 300 residential units across the approximate 50 acres, this density is well below the inherent density of 40 units per acre.

As part of the continued planning goals and efforts to increase residential units the Board previously approved an increased density of 144.36 units per acre for The Ross project. The Ross units are included in the available units mentioned above.

VII. RECOMMENDATION:

Based on the criteria for approval as discussed above in this staff report, Section V (c), the Planning Staff recommends **Approval** of the Special Exception request to increase the inherent density of 40 units per acre by 37 units to 77 units per acre, not to exceed 222 units over the project area, subject to the recommended conditions as follows:

CONDITIONS OF APPROVAL:

1. Obtain Final Certificate of Design and Site Plan approval from the Salisbury Planning Commission;
2. Obtain all necessary approvals from the Salisbury Historic District Commission prior to construction or installation of items requiring approval;
3. Obtain at least one building permit to commence construction within one year of the date of this Special Exception being granted;
4. The parking study shall be reviewed and, if needed, revised if the applicant requests an extension of the Special Exception under 17.12.120 of the Salisbury Municipal Code; and
5. Provide a development schedule to the Planning Commission as part of the Final Certificate of Design and Site Plan.

SALISBURY TOWN CENTER APARTMENTS, LLC

**150 W. Market Street, Suite 101
Salisbury, Maryland 21801**

October 2, 2023

City of Salisbury
Department of Infrastructure and Development
Attn: Brian Soper, City Planner
125 N. Division Street, Room 301
Salisbury, Maryland 21801

Re: *Salisbury Town Center Project; Request for Special Exception for Increased Density in the Central Business District*

Dear Mr. Soper:

In accordance with Section 17.24.040(B)(2)(c) of the City of Salisbury City Code (the “**City Code**”), Salisbury Town Center Apartments, LLC (“**STCA**”) has submitted a request for Special Exception to the City of Salisbury Department of Infrastructure and Development (“**City DID**”), to increase the density permitted for development of property located in the City of Salisbury Central Business District (“**CBD**”). STCA’s request for Special Exception regards its development of the Salisbury Town Center Project (the “**Project**”) in accordance with the Amended and Restated Lot Disposition Agreement (the “**Town Center Agreement**”), dated June 20, 2023, between the City and STCA.

For its development of the Project as contemplated by the Town Center Agreement, STCA hereby requests the City of Salisbury Board of Appeals (the “**Board**”) grant STCA a Special Exception under Section 17.24.040(B)(2)(c) of the City Code, permitting a density of seventy-seven (77) units per acre for STCA’s development of the Project. In support of its Special Exception request for increased density to develop the Project, the following information is provided by STCA for the Board’s review and consideration:

1. All criteria to be considered by the Board under Sections 17.232.020(B) and Section 17.24.040(B)(4)(a)(i)-(viii) of the City Code for a Special Exception request to increase the density permitted for property zoned CBD; and,
2. Provided in blue below each of the listed Special Exception criteria are STCA’s responses addressing such criteria in connection with the Project planned for development at the STCA Property.

For the reasons detailed hereinbelow, STCA meets the criteria for the Board to approve the Special Exception requested by STCA, under Section 17.24.040(B)(2)(c), for development of the Project as planned, and in accordance with the terms of the Town Center Agreement, with a density of seventy-seven (77) units per acre.

ATTACHMENT 1

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CRITERIA FOR SPECIAL EXCEPTION REQUEST TO INCREASE THE DENSITY PERMITTED FOR DEVELOPMENT OF PROPERTY LOCATED IN THE CITY OF SALISBURY'S CENTRAL BUSINESS ZONING DISTRICT

I. Section 17.232.020(B)(1)-(7) of the City Code – Criteria for Approval of Special Exception (Applicable to All Special Exceptions Requested under Chapter 17 of the City Code).

(B) Criteria for Approval. In approving a special exception, the board shall find the following criteria are either met, can be met by imposition of conditions or are not applicable:

1. The proposal will be consistent with the metro core plan, the objectives of the zoning ordinance and any other applicable policy or plan adopted by the planning commission or city council for development of the area affected.

STCA Response in Support of Special Exception Request –

- As planned, the Project is consistent with: (i) the metro core plan, (ii) the objectives of the City's zoning ordinance, (iii) the Preliminary Certificate of Design and Site Plan issued by City DID following the City of Salisbury Planning Commission's approval of the Preliminary Site Plan for the Project at the Planning Commission's July 20, 2023 meeting (a copy of the Preliminary Certificate of Design and Site Plan is attached hereto and incorporated herein as [Exhibit 1](#)), and (iv) the terms and conditions governing development of the Project set forth in that certain Amended & Restated Lot Disposition Agreement (the "**Town Center Agreement**"), dated June 20, 2023, by and between STCA and the City.
- Pursuant to the terms and condition set forth in the Town Center Agreement, the Project is planned for development on those certain lots and parcels of land identified as "Lot 3", "Lot 4", "Lot 5" and "Lot 6" (collectively the "**STCA Property**") on that certain Resubdivision Plat titled "Resubdivision of Parcels 1066, 1071 and 1074-1079 Salisbury Town Center For: City of Salisbury", dated June 1, 2023, prepared by Parker & Associates, Inc. and recorded with the Land Records of Wicomico County, Maryland at Plat Book No. 17, Folio 730 (the "**Resubdivision Plat**") (a copy of the Resubdivision Plat is attached hereto and incorporated herein as [Exhibit 2](#).)
- The STCA Property is located within the City of Salisbury zoning district designated "Central Business District" ("**CBD**") (See City Code Section 17.24.010 *et seq.*). STCA's development of the Project, as contemplated by the terms of the Town Center Agreement, exemplifies the City's established goals for development in the CBD zoning district. At its heart, the purpose of the CBD zoning district is: "to maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service and retail activities; [and,] to enhance the vitality of the downtown by encouraging residential uses." (See Chapter 17.24.010(C)). Here, the Project involves a complete conversion of the surface parking lots located on the STCA Property into a vibrant mixed-use town-center development consisting of: (i) one (i1) four-story apartment building, complete with thirty-four (34) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on "Lot 6" ("**Building A**"); (ii) one four-story apartment building, complete with one hundred three (103) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on "Lot 3" (72 apartment units) and a portion of "Lot 4" (31 apartment units) (collectively "**Building B**"); (iii) one four-story apartment building, complete with eighty-five (85) luxury-style apartments, consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on "Lot 5" ("**Building C**") (Building A, Building B and Building C are hereinafter referred to collectively as the "**Town Center Apartment Buildings**"); (iv) a one-story building, planned for commercial-retail use, to be constructed on "Lot 4" immediately adjacent to the portion of Building B

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on Lot 4 (the “**Town Center Commercial/Retail Building**”) (the Town Center Apartment Buildings and the Town Center Commercial/Retail Building are hereinafter referred to collectively as the “**Town Center Buildings**”); and, (v) a four hundred fifty (450) space parking garage, to be built on the City-owned “Lot 2” (the “**Parking Garage Lot**”) in accordance with the terms and conditions set forth in the Town Center Agreement. Once complete, the Project will significantly enhance the vitality of Downtown Salisbury by adding two hundred twenty-two (222) luxury-style apartments for lease in Downtown Salisbury, substantially increasing the residential inventory available for rent in the City’s metro core, thereby strengthening the role of Downtown Salisbury as the community and regional hub for all types of uses and activities permitted in the CBD zoning district.

2. The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.

STCA Response in Support of Special Exception Request –

- The Project arises from the City’s intent to sell surface public parking lots, deemed surplus for public use (formerly known as “Lot 1”, “Lot 11” and “Lot 15”), for the purpose of redeveloping the surplus property into a vibrant mixed-use town center that will transform the southern gateway of Downtown Salisbury. As designed, the Project will significantly enhance the livability of Downtown Salisbury by adding two hundred twenty-two (222) luxury-style apartments available for lease, which has the beneficial effect of improving the value of abutting properties by substantially increasing the volume of people living, eating, shopping and otherwise supporting Downtown Salisbury’s economic viability. Pursuant to the Town Center Agreement, the City of Salisbury will construct a four hundred fifty (450) space parking garage on the Parking Garage Lot that will sufficiently serve the parking needs of the residents, workers and visitors of Downtown Salisbury.

3. The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.

STCA Response in Support of Special Exception Request –

- The STCA Property is located in the City’s Downtown Historic District and consists of surface parking lots declared surplus by the City. The City of Salisbury Historic District Commission, at its May 24, 2023 Meeting, determined the STCA Property is “non-contributing”, finding the surface parking lots on the STCA Property do not add any value to the historical characteristics of Downtown Salisbury. (See Salisbury Historic District Commission Certificate of Approval, dated May 25, 2023, attached hereto and incorporated herein as **Exhibit 3**.)
- The architecture for the Project is intended to display a contemporary aesthetic and have a dynamic presence in Downtown Salisbury. While the Town Center Buildings were never intended to mimic existing structures located within the City’s Downtown, the Project’s design team sought to be respectful of the surrounding context and draw from elements displayed throughout the Downtown area. The Project’s design maximizes the brick exposure at the pedestrian level while elevating other exterior materials to the upper level as a reflection of the building aesthetic often found on Main Street. The changes in materials and colors throughout the design of the Town Center Buildings is intended to break the monolithic façade, and the use of different window configurations gives each Town Center Building an individual character. As planned, the Project’s streetscape will align with Main Street’s existing streetscape.

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4. The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.

STCA Response in Support of Special Exception Request –

- The Project will not endanger or be detrimental to the public health, security, general welfare or morals. To the contrary, as intended by the City, the Project reflects the application of modern philosophies for urban development the Project will enhance economic development in Downtown Salisbury by adding two hundred twenty-two (222) new luxury-style apartment units and new usable commercial-retail space to the City’s Downtown-core, while maintaining and enhancing public safety, livability and recreation opportunities in the Downtown area, and applying modern philosophies of urban development by removing surface parking lots declared surplus by the City and, in their place, developing a vibrant mixed-use town center, in the heart of Downtown Salisbury, where people can live, work and enjoy themselves at a level always imaged but never realized in reality – until now – for Downtown Salisbury.

5. The proposal will not impair an adequate supply of light and air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.

STCA Response in Support of Special Exception Request –

- As planned, the Project will be developed on surface parking lots (formerly known as “Lot 1”, “Lot 11” and “Lot 15”) the City declared surplus and no longer needed for public use. The proposed height of all Town Center Buildings is in-line with the development standards for the CBD zoning district, as evidenced by the City of Salisbury Historic District Commission’s approval of the proposed massing for the Project. (See Salisbury Historic District Commission Certificate of Approval, dated May 25, 2023, attached hereto and incorporated herein as **Exhibit 3.**)

6. The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.

STCA Response in Support of Special Exception Request –

- As indicated by the Planning Commission’s approval of the Preliminary Site Plan for the Project: City water and sewer services are available to serve the all aspects of the Project. All requisite sub-surface public infrastructure (i.e. water, sewer and stormwater management utilities) will be constructed and installed by STCA, in accordance with City standards, pursuant to a Public Works Agreement for the Project to be executed by the City and STCA prior to commencing the Project’s construction. With respect to public parking facilities, per the terms of the Town Center Agreement, the City will construct a Four Hundred Fifty (450) space parking garage on the Parking Garage Lot (i.e. “Lot 2” as shown on the Resubdivision Plat). Moreover, in accordance with the Planning Commission’s conditions for approval of the Final Site Plan for the Project, as set forth in the Preliminary Certificate of Design and Site Plan Approval (see **Exhibit 1**), a Traffic Evaluation Report for the Project has been completed, determining development of the Project as planned will not adversely affect transportation within the area of the STCA Property. (A copy of the Traffic Evaluation Report prepared by The Traffic Group, dated August 17, 2023, and submitted to City DID on August 17, 2023, is attached hereto and incorporated herein as **Exhibit 4.**)

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7. The proposal will preserve or protect environmental or historical assets of particular interest to the community.

STCA Response in Support of Special Exception Request –

- The Project is planned for development on the STCA Property, which presently consists of surface parking lots declared surplus and no longer needed for public use by the City. As evidenced by the Historic District Commission’s approval of the Certificate of Design for the Project, the surface parking lots located on the STCA Property have been deemed non-contributing to the historical characteristics of Downtown Salisbury.

8. The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.

STCA Response in Support of Special Exception Request –

- The principals of STCA are made up of real estate developers who have led substantial development and redevelopment projects throughout the Delmarva region – including, especially, within Downtown Salisbury – and elsewhere. Moreover, with respect to the obligations of STCA to develop the Project at the STCA Property, the terms governing those obligations are set forth, in detail, in the Town Center Agreement, approved by the City Council, and executed by the City and STCA.

II. Section 17.24.040(B)(4)(a)(i)-(viii) of the City Code – Criteria for Increased Height and/or Density (Applicable to Special Exceptions Requested under Section 17.24.040(B)(2)(c) to Increase the Density Permitted for Development of Property Located in CBD).

- (a) When acting upon a request for either increased height or density, the board of zoning appeals shall consider any or all of the following criteria as may apply to the type of development proposed:

- i. Recommendation from the planning commission.

STCA Response in Support of Special Exception Request –

- At its July 20, 2023 meeting, the City of Salisbury Planning Commission approved the Preliminary Certificate of Design and Site Plan for the Project subject to the conditions set forth in the July 21, 2023 approval letter issued by City DID (see [Exhibit 1](#)).

- ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed.

STCA Response in Support of Special Exception Request –

- The development plans for the Project call for the construction of three (3) four-story apartment buildings, containing a total of two hundred twenty-two (222) luxury-style apartments units (i.e. the “Town Center Apartment Buildings”) on “Lot 3”, a portion of “Lot 4”, “Lot 5” and “Lot 6” as shown on the Resubdivision Plat (see [Exhibit 2](#)), and one (1) one-story building planned for commercial-retail use (i.e. the “Town Center Commercial/Retail Building”) to be constructed on “Lot 4”. (A copy of the design renderings for the Project, submitted to and approved by the Historic District Commission, at its May 24, 2023 meeting, are attached hereto and incorporated herein as [Exhibit 5](#).)
- The Project osite (i.e. the “STCA Property”) is more than able to accommodate STCA’s development of the Project thereon. As contemplated by the Town Center Agreement, once complete, the Project will consist of four (4) buildings, containing two hundred twenty-two (222) luxury residential apartments and, with respect to the Town Center Commercial/Retail Building, space for commercial-retail use,

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across four separate lots that will be connected by two (2) pedestrian bridges, with access to the public parking garage to be constructed by the City on “Lot 2” (i.e. the “Parking Garage Lot”). The residents of the Project will be able to park in the new public parking garage safely, with access to their residence at the Town Center Apartment Building. The Project has always been planned as a non-car-oriented project where tenants can walk and/or bike to restaurants or business located in Downtown Salisbury or nearby the Hospital. (See Letter of Support for the Project, from Steven E. Leonard, CEO of Tidal Health to the City of Salisbury, dated June 20, 2023, attached hereto and incorporated herein as [Exhibit 6](#)). Moreover, during its construction, the Project will create hundreds of jobs and will serve as a primary driver economic development for Downtown Salisbury. (See Letter from Parker & Associates, Inc. to City DID, dated April 4, 2023, attached hereto and incorporated herein as [Exhibit 7](#); see also Letter from Larrin Management, LLC to City DID, dated June 9, 2023, attached hereto and incorporated herein as [Exhibit 8](#)).

- **Under Section 17.24.040(B)(2)(b) of the City Code, the inherent density for development of property zoned CBD is forty (40) units per acre. The STCA Property consists of land totaling 2.92+/- acres in size. As planned, the Project will consist of two hundred twenty-two (222) residential units spread across the STCA Property’s 2.92+/- acres: Building A, planned for construction on “Lot 6”, will contain a thirty-four (34) luxury-style apartment units; (ii) Building B, planned for construction on “Lot 3” and a portion of “Lot 4”, will contain a total of one hundred three (103) luxury-style apartment units, comprised of seventy-one (71) units located on “Lot 3” and thirty-two (32) units located on “Lot 4”; and, (iii) Building C, planned for construction on “Lot 5”, will contain eighty-five (85) luxury-style apartment units.¹ Accordingly, as planned, the proposed density for the Project is seventy-seven (77) units per acre (222 units / 2.92 acres = 77), representing an increased density of 1.93 times the development density permitted in CBD under Section 17.24.040(B)(2)(b) of the City Code.²**

iii. The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city.

STCA Response in Support of Special Exception Request –

- As more particularly set forth in the Traffic Evaluation Report prepared for the Project (see [Exhibit 4](#)) in accordance with the conditions for Planning Commission’s approval of the Site Plan for the Project (see [Exhibit 1](#)): The proposed Project will not have a negative effect on the roadway network surrounding the STCA Property.
- The utility lines servicing the STCA Property have sufficient depth and capacity to serve the Project; and, furthermore, the treatment plant in the City also has capacity to service the Project.

¹ Pursuant to Section 17.24.040(B)(2)(a) of the City Code: For purposes of determining the proposed density of the Project, the total number of units planned for the Project (i.e. 222) does not include any commercial-retail space(s) located in the Town Center Commercial/Retail Building.

² To put STCA’s Special Exception request for increased density in context: First Move Properties, LLC requested a Special Exception increasing the density permitted in CBD to **340 units per acre** for its development of The Ross project. At its April 10, 2019 Meeting, the Board unanimously approved First Move Properties, LLC’s Special Exception request. (See City of Salisbury Board of Zoning Appeals, Minutes of the April 10, 2019 Meeting, pgs. 14-16.) Here, the density requested by STCA for its development of the Project (i.e., 77 units per acre) is 4.4 times less than (i.e. 22.6%) the increased density requested by First Move Properties, LLC (i.e., 340 units per acre), for development of The Ross, and approved unanimously by the Board.

SALISBURY TOWN CENTER APARTMENTS, LLC

**150 W. Market Street, Suite 101
Salisbury, Maryland 21801**

- Per the terms of the Town Center Agreement, the City plans to construct a four hundred fifty (450) space public parking garage on the Parking Garage Lot (i.e. "Lot 2" as shown on the Resubdivision Plat attached hereto as **Exhibit 2**), with traffic flowing from and onto Circle Avenue. As planned, the parking garage to be constructed on the Parking Garage Lot will sufficiently serve the parking needs for residents, workers and visitors of Downtown alike.

iv. The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole.

STCA Response in Support of Special Exception Request –

- The three (3) Town Center Apartment Buildings are designed to be four-stories tall and within the building height permitted in CBD. The Town Center Commercial/Retail Building will be one-story tall with double height space, bringing the scale of the development down and creating a buffer between the Town Center Apartment Buildings and the pedestrian-centric Unity Square.

v. Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings.

STCA Response in Support of Special Exception Request –

- The design for the Project design takes into account the spatial arrangement of existing buildings located on Main Street, such that, when finished, the Project, is intended to seamlessly blend into the surrounding areas of Downtown Salisbury.

vi. Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity.

STCA Response in Support of Special Exception Request –

- To the extent applicable, once developed the Project will not produce any shadows interfering with solar panels, as no such panels or other solar equipment are located or otherwise planned to be located anywhere nearby the STCA Property.

vii. Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants.

STCA Response in Support of Special Exception Request –

- The Project has been designed to assure adequate water pressure and capabilities for firefighting equipment to provide fire safety service for the Project. Additionally, as designed, the Project will be constructed in accordance with all applicable fire safety code requirements and other applicable fire safety standards.

viii. The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.

STCA Response in Support of Special Exception Request –

- As designed, the Town Center Apartment Buildings planned for construction on "Lot 3", a portion of "Lot 4", "Lot 5" and "Lot 6" will each have a courtyard with amenities and green spaces that will provide open areas for the Project's residents, while also creating a relief along the facades of each Town Center Apartment Building. Other amenities planned for development of the Project include a dog park, saltwater pool, planting gardens and BBQ pits to allow the residential community to relax and connect

SALISBURY TOWN CENTER APARTMENTS, LLC

**150 W. Market Street, Suite 101
Salisbury, Maryland 21801**

with one another. The Town Center Retail/Commercial Building is designed to include a roof terrace overlooking Unity Square, which also works as a setback between the Town Center Apartment Buildings and Unity Square. Once developed, the streetscape of the Project will reflect the context and design characteristics of Downtown Salisbury's Main Street area.

Conclusion:

For the foregoing reasons, STCA respectfully requests the Board grant STCA's request for Special Exception to increase the inherent density for development in CBD from forty (40) units per acre to seventy-seven (77) units per acre for STCA to complete the planned development of the Project, at the STCA Property, as contemplated by the terms of the Town Center Agreement.

Sincerely,

Michael P. Sullivan
150 W. Main Street, Suite 101
Salisbury, Maryland 21801



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

July 21, 2023

Brock Parker, PE, RLS, QP
Parker & Associates, Inc.
528 Riverside Dr.
Salisbury, MD 21801

RE: CASE # 22-033 – PRELIMINARY CERTIFICATE OF DESIGN AND SITE PLAN APPROVAL – Salisbury Town Center – Central Business District – Tax Map: 0107, Grids: 0014 and 0020, Parcels: 1066, 1071 and 1074, 1075, 1076, 1077, 1078, 1079

Dear Mr. Parker,

The Salisbury Planning Commission, at its July 20, 2023, meeting, **APPROVED** the Preliminary Certificate of Design and Site Plan for the proposed Salisbury Town Center development at the referenced property as submitted, subject to the following Conditions of Approval:

CONDITIONS:

1. Obtain a Special Exception for a density increase from the Board of Appeals prior to Final Certificate of Design and Site Plan Approval;
2. Obtain all necessary approvals from the Historic District Commission;
3. Provide a Traffic Impact Study;
4. Exterior signage shall be subject to Planning Commission review and approval and;
5. The project is subject to further review and approval by the City Department of Infrastructure and Development, City Fire Marshal, the Wicomico County Board of Education, and other applicable agencies.

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

Sincerely,

Brian Soper
City Planner

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

Ex. 1



OWNER LIST

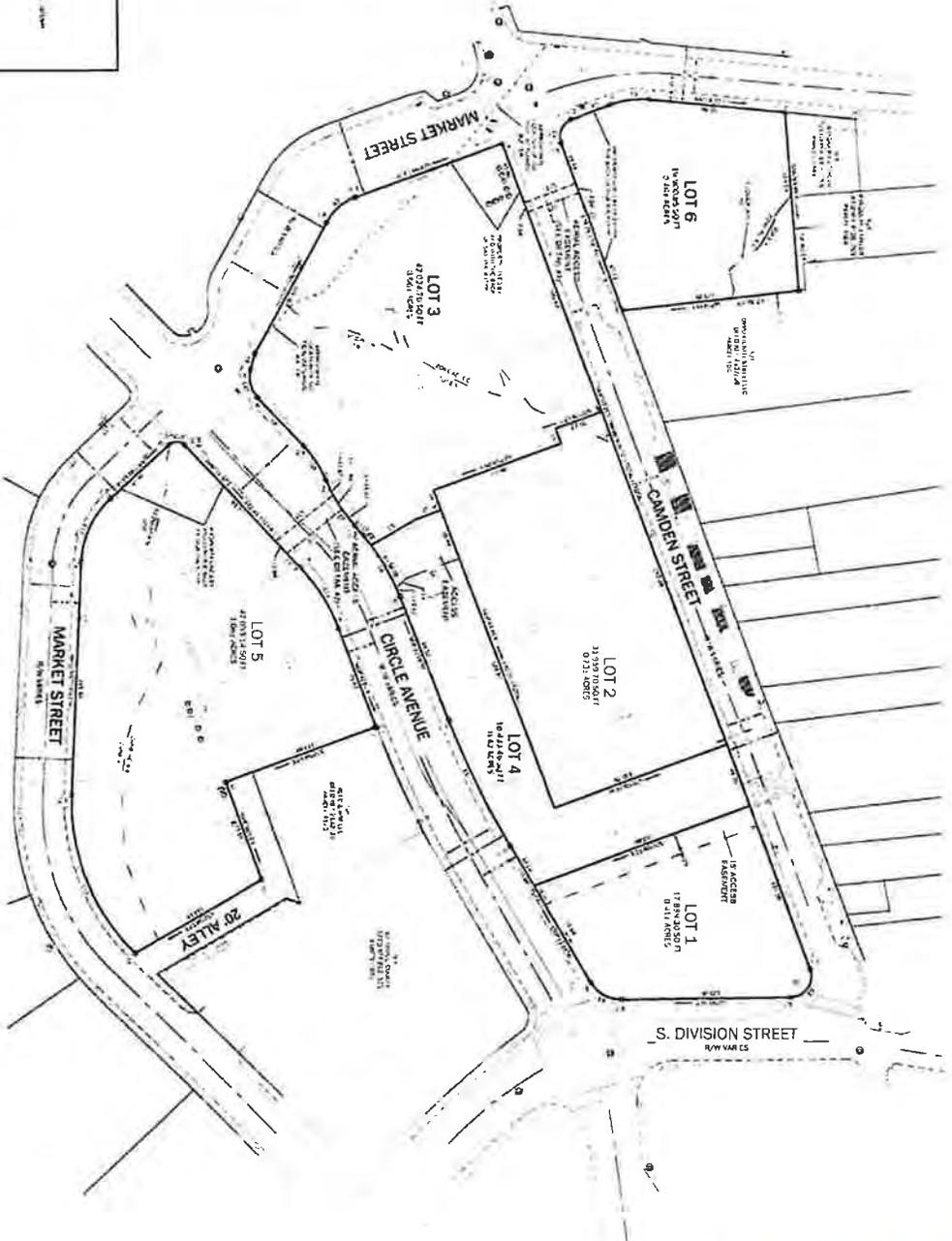
Lot	Owner Name	Address	City	State	Zip
1
2
3
4
5
6

LEGEND

- 1. LOT BOUNDARIES
- 2. LOT AREA
- 3. LOT DIMENSIONS
- 4. LOT PERCENTAGE
- 5. LOT NUMBER
- 6. LOT AREA
- 7. LOT DIMENSIONS
- 8. LOT PERCENTAGE
- 9. LOT NUMBER
- 10. LOT AREA
- 11. LOT DIMENSIONS
- 12. LOT PERCENTAGE
- 13. LOT NUMBER
- 14. LOT AREA
- 15. LOT DIMENSIONS
- 16. LOT PERCENTAGE
- 17. LOT NUMBER
- 18. LOT AREA
- 19. LOT DIMENSIONS
- 20. LOT PERCENTAGE
- 21. LOT NUMBER
- 22. LOT AREA
- 23. LOT DIMENSIONS
- 24. LOT PERCENTAGE
- 25. LOT NUMBER
- 26. LOT AREA
- 27. LOT DIMENSIONS
- 28. LOT PERCENTAGE
- 29. LOT NUMBER
- 30. LOT AREA
- 31. LOT DIMENSIONS
- 32. LOT PERCENTAGE
- 33. LOT NUMBER
- 34. LOT AREA
- 35. LOT DIMENSIONS
- 36. LOT PERCENTAGE
- 37. LOT NUMBER
- 38. LOT AREA
- 39. LOT DIMENSIONS
- 40. LOT PERCENTAGE

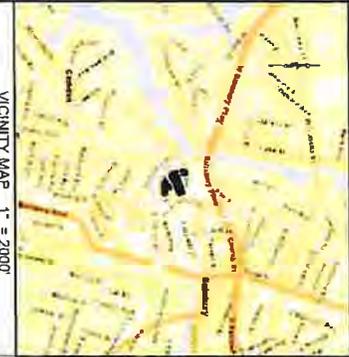
NOTICE TO THE PUBLIC

THE CITY OF SAUSBURRY HAS RECEIVED AN APPLICATION FOR A RESUBDIVISION OF PARCELS 1066, 1071 AND 1074-1079 SAUSBURRY TOWN CENTER. THE CITY ENGINEER HAS REVIEWED THE APPLICATION AND HAS DETERMINED THAT THE PROPOSED RESUBDIVISION IS IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION ACT. THE CITY ENGINEER HAS ISSUED A RESUBDIVISION MAP AND A RESUBDIVISION CERTIFICATE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ON FILE IN THE CITY ENGINEER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE AVAILABLE FOR PUBLIC VIEWING AT THE CITY ENGINEER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY CLERK'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY COMMISSIONER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY MANAGER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY ATTORNEY'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY CLERK'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY COMMISSIONER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY MANAGER'S OFFICE. THE RESUBDIVISION MAP AND RESUBDIVISION CERTIFICATE ARE ALSO AVAILABLE FOR PUBLIC VIEWING AT THE CITY ATTORNEY'S OFFICE.



PROPERTY INFORMATION

Lot	Area	Dimensions	Percentage
1	1784 SQUAR	1784' x 1784'	0.25 ACRES
2	3,939 SQUAR	3,939' x 3,939'	0.22 ACRES
3	4,704 SQUAR	4,704' x 4,704'	0.34 ACRES
4	1,044 SQUAR	1,044' x 1,044'	0.07 ACRES
5	4,704 SQUAR	4,704' x 4,704'	0.34 ACRES
6	14,500 SQUAR	14,500' x 14,500'	1.04 ACRES



DEVELOPER
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

DESIGNER
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

RECORDING OFFICE
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

DATE
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

APPROVED
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

RECEIVED
 SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

SAUSBURRY TOWN CENTER
 1066, 1071 AND 1074-1079
 SAUSBURRY, TN 37075

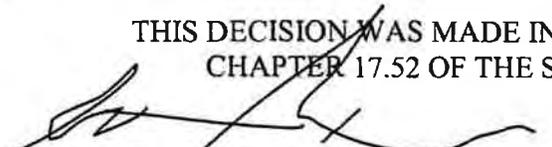


Salisbury Historic District Commission

Certificate of Approval

Case # 23-08	Meeting Date: 5/24/2023	Address: Parking Lots 1, 11 & 15 - Downtown
Description of Work: New Construction - Massing, Layout and Materials		
Presenting Case: Agent – Michael Sullivan Developer – Brad Gillis		
Motion: <i>Commissioner Brenden Frederick</i>		Second: <i>Commissioner Jane Messenger</i>
Amendments to Proposal: <i>N/A</i>		
<p>Decision: Approved with the following conditions:</p> <ol style="list-style-type: none"> 1. The massing is approved as submitted. 2. The organizational layout is approved as submitted. 3. The materials are approved as submitted except the vinyl. The vinyl is addressed in condition 4. 4. The vinyl is subject to further review when the Commission reviews windows, doors, and other items related to the project. In the future application, the vinyl shall be smooth and not embossed with a wood grain, the horizontal runs shall be limited to prevent running vertical joints so it is continuous to a reveal or another material, the amount of vinyl relative to other materials shall not exceed the percentage submitted, and the product shall be of a commercial grade. 5. The parking garage materials were not reviewed by the Commission at this time. The parking garage shall require approval prior to construction. 6. Any conflicts of this decision with the Land Development Agreement shall require Commission approval addressing said conflicts. 		

THIS DECISION WAS MADE IN ACCORDANCE TO PROVISIONS OF
CHAPTER 17.52 OF THE SALISBURY MUNICIPAL CODE.



SHDC Chairman

6/27/2023

Date



SHDC Secretary

6/27/2023

Date

Every certificate of approval and any permit arising as a result thereof shall become invalid unless the work on the site authorized by such certificate of approval or permit is commenced within one year after its issuance, or if the work authorized by such certificate of approval or permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced. The commission is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.

Ex. 3



August 17, 2023

T. Kevin Carney
Salisbury Town Center Apartments, LLC
11526 Pebblecreek Drive
Timonium, MD 21093



A SERVICE DISABLED
VETERAN-OWNED
SMALL BUSINESS

RE: Salisbury Town Center Apartments
City of Salisbury, Maryland
Our Job No.: 2023-0801

Dear Mr. Carney:

MBE Certified
Charles County
Howard County
Prince George's County

We have completed a traffic evaluation of the proposed Salisbury Town Center Mixed Use Development Project to be located on Parking Lots 1, 11, and 15 in the Central Business District of the City of Salisbury, Maryland. The property is bordered by Camden Street, W. Market Street, and N. Circle Street.

MFD Certified
Montgomery County

The Salisbury Town Center Apartments is a 222-unit luxury apartment building with pedestrian bridges to access the new 450-space public parking garage which will have access to Camden Street and Circle Avenue. A 7,500-square foot commercial building will be located in front of the parking garage.

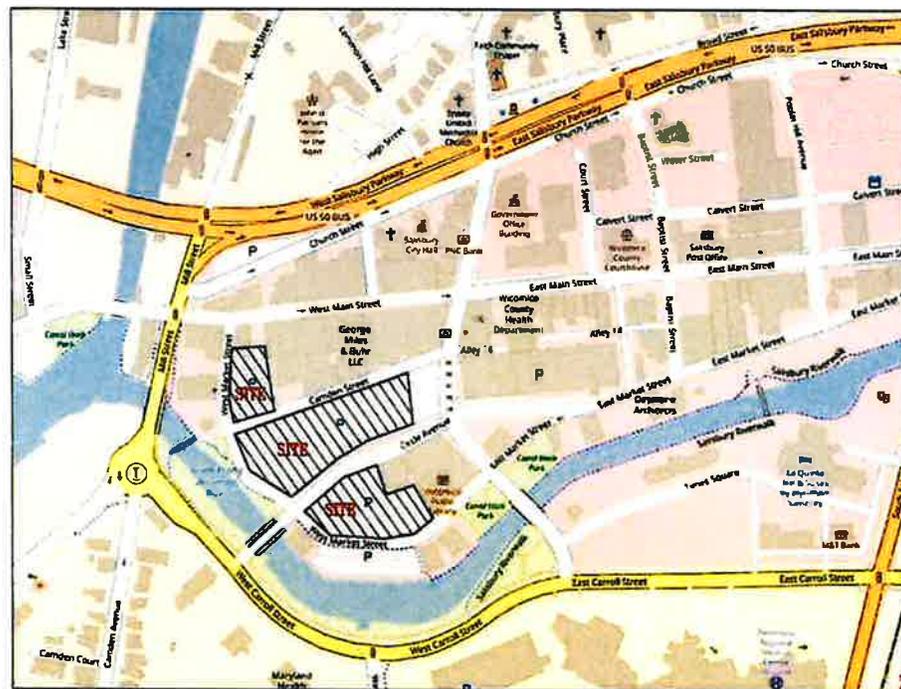
Delmarva Region
104 Kenwood Court
Berlin, Maryland 21811
Phone: 443.290.4060
Cell: 410.603.6251

A site location map is provided as Figure 1. A preliminary concept plan is provided as Figure 1A.

Corporate Office
Baltimore, MD
1.800.583.8411

Figure 1. Site Location Map

SOUTH CAROLINA OFFICES
Columbia: 803.422.9965
Rock Hill: 803.693.4216



FIELD OFFICE LOCATIONS

- Arizona
- Arkansas
- Florida
- Maine
- Mississippi
- New York
- North Carolina
- Ohio
- Pennsylvania
- South Carolina
- Texas
- Utah
- Virginia
- West Virginia

Figure 1A. Preliminary Concept Plan



The ITE Trip Generation Manual (11th Edition) was consulted to determine the number of new vehicle trips which will be added to the surrounding roadway network. The luxury apartments will be marketed to the professional community, specifically medical professionals. The location of the project is within walking and biking distance to the Tidal Health Medical Campus as well as within walking and biking distance to numerous restaurants and shops. Therefore, it is anticipated that many of the vehicular trips projected to be added to the surrounding roadway network will be pedestrian or bicycle trips. Unfortunately, there is no methodology for projecting the mode of travel for a project such as this in the Salisbury area. Therefore, we have assumed that a minimal 10 percent of the projected vehicular trips will be pedestrian or bicycle trips.

The resulting new trips projected to be generated by the apartments and commercial building are provided in Table 1.

Table 1: Trip Generation for Salisbury Town Center Apartments

Trip Rates / Formulae		In/Out %
Multifamily Housing, Mid-Rise (ITE-221, Units)		
AM Peak Hour Trips = 0.44 x Units - 11.61		23/77
PM Peak Hour Trips = 0.39 x Units + 0.34		61/39
Strip Retail Plaza <40 ksf (ITE-822)		
Ln(AM Peak Hour Trips) = 0.66 Ln(ksf) + 1.84		60/40
Ln(PM Peak Hour Trips) = 0.71 Ln(ksf) + 2.72		50/50

TRIP TOTALS	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Multifamily Housing, Mid-Rise (ITE-221, Units)						
222 units	20	66	86	53	34	87
Residential internal trips	0	1	1	8	3	11
10% Pedestrian Reduction ¹	2	7	9	5	3	8
Residential external trips	18	58	76	40	28	68
Strip Retail Plaza <40 ksf (ITE-822)						
7,500 sq.ft.	14	10	24	31	32	63
Retail internal trips	1	0	1	3	8	11
Retail external trips	13	10	23	28	24	52
Total Off-Site New Trips	31	68	99	68	52	120

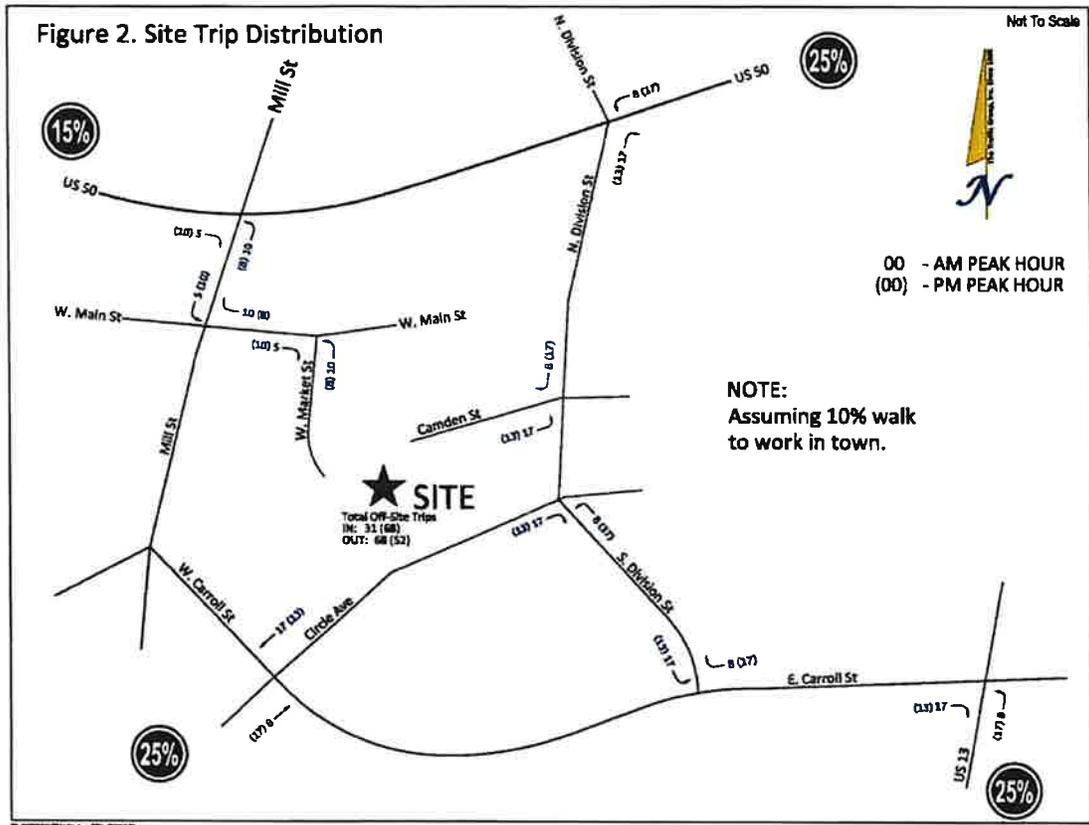
NOTE:

1. Assuming 10% walk to work in town.
2. ITE Trip Generation 11th Edition

S:\230801\INITIAL\trips.xlsx-TOTAL, F08/16/23

These new trips were distributed to the surrounding roadway network as illustrated in Figure 1. After deducting the 10% of trips projected to be made on foot or bicycle, the remaining 90% were distributed as follows:

- 25% to the east via US Route 50 Business
- 15% to the west via US Route 50 Business
- 25% to the south via Circle Avenue towards the Tidal Health Medical Center
- 25% to the south via US Route 13 Business towards Salisbury University



As shown on Figure 2, 25 peak hour trips or less will be added to the intersections on the surrounding roadway network. Therefore, the proposed Salisbury Town Center Multi-Use Development Project will not have a negative effect on the surrounding roadway network.

If you have any questions or require additional information, please contact me at (410) 603-6251 or btustin@trafficgroup.com.

Sincerely,

Betty H. Tustin, P.E., PTOE
Senior Project Manager

BHT:amr

(F:\2023\2023-0801_Salisbury Town Center Apartments\DOCS\CORRESP\ANALYST\Ltr_Carney.docx)

SALISBURY TOWN CENTER |

SALISBURY, MARYLAND

RENDERED VIEWS
20 APRIL, 2023



Ex. 5



SALISBURY TOWN CENTER

SALISBURY, MARYLAND

W. MARKET STREET AT CIRCLE AVE

20 APRIL, 2023





SALISBURY TOWN CENTER

SALISBURY, MARYLAND

CIRCLE AVE. AT RETAIL

20 APRIL, 2023





SALISBURY TOWN CENTER

SALISBURY, MARYLAND

POOL AMENITY

20 APRIL, 2023





SALISBURY TOWN CENTER

SALISBURY, MARYLAND

W. MARKET STREET

20 APRIL, 2023





SALISBURY TOWN CENTER

SALISBURY, MARYLAND

BUILDING B ENTRY

20 APRIL, 2023





SALISBURY TOWN CENTER

SALISBURY, MARYLAND

BUILDING B ENTRY

20 APRIL, 2023





Executive

100 East Carroll Street
Salisbury, MD 21801

O 410-543-7111
F 410-543-7102

June 20, 2023

Mayor Jack Heath,
City Council President Muir Boda, and all members of the City Council
115 S. Division Street
Salisbury, MD 21801

Dear Mayor Heath and Council President Boda,

I am writing to express my support for the disposition agreement currently under consideration for the redevelopment of Lots 1, 11, and 15 in Downtown Salisbury. TidalHealth, as an integral part of the Downtown Salisbury community, is fully committed to its growth and revitalization. Our organization, comprised of thousands of employees, interacts with the downtown area daily, fostering a strong connection as neighbors, friends, and partners. Our employees frequent local establishments, participate in community events such as the National Folk Festival, 3rd Friday, and the Jay Copeland Concert, and actively contribute to the vibrancy of Salisbury.

In line with our dedication to Salisbury, we have recently launched and expanded our Graduate Medical Education (GME) Residency program. The introduction of our first cohort of Internal Medicine Residents represents a significant milestone, which we believe will have a transformative impact. Over a short period, our GME Residency program will extend its reach to encompass other areas of healthcare, including Surgical Residencies, fellowships and more. Within three years, we anticipate having 30-40 doctors in training at our hospital annually, and within a decade, that number is expected to rise to over 100 doctors per year, who will undergo their training at TidalHealth.

Research indicates that slightly over 50% of doctors remain in the communities where they received their Residency training to practice medicine. Imagining the implications of such a statistic here in Salisbury fills us with great anticipation.

Therefore, I am reaching out today with a straightforward plea: the doctors in our residency program require suitable housing options. The proposed redevelopment projects for Lot 1, 11, and 15, as well as Lot 10 (encompassing a new upscale hotel and conference center), along with the planned development of our property on Carroll Street (the former Daily Times site), are crucial for our ability to provide an exceptional living experience for our medical residents and other staff members on campus. These developments will greatly contribute to enhancing the overall quality of life for our residents and employees.

Mayor Heath and President Boda, we commend your visionary leadership in driving these developments forward. We wholeheartedly encourage you to continue your support for the land disposition of Lots 1, 11, and 15. By doing so, we can collectively foster an environment that not only attracts and retains medical professionals but also revitalizes downtown Salisbury and appeals to the younger generation.

Thank you for your unwavering commitment to the growth and prosperity of our community.

Sincerely,

Steven E. Leonard, Ph.D., MBA, FACHE
President/CEO

tidalhealth.org

Ex. 6



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

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

04/4/2023

Attn: Jessica Crenshaw
Ref: Salisbury Town Center Comprehensive Site Plan

Dear Jessica,

Attached hereto, please find our proposed comprehensive site plan for the Salisbury Town Center Mixed Used Development project. It is the intent of this submittal to respectfully seek approval of this plan, in accordance with the zoning code, so that we may finalize engineering and development plans based upon the confidence that this is acceptable to the commission.

Salisbury Town Center Apartments is a 222-unit luxury apartment and retail/commercial community in three buildings connected by pedestrian bridges and with direct access to the new city garage. The tenants will be able to park in the new garage and safety and or out the weather walk to his or her apartment in any of the buildings. It is designed to be a non-car-oriented project where tenants can walk and/or bike to the restaurants or businesses in the city or across the street to the hospital. We believe we can be an economic development instrument by having modern housing that will appeal to new doctors and nurses that the Regional Medical Center needs. There will be commercial space available for a restaurant with frontage on the new Unity Plaza that the City is ready to start.

There will be numerous amenities including a leasing center with party facilities, gathering space with a pool table and TV's, a fitness center with kids' playroom, business center, outside swimming pool with barbecue grills and eating spaces, dog park, bike storage and individual storage lockers will be available. Each lobby will have package lockers for Amazon deliveries for 24 hours a day pick up. We'll have one bedroom, one bath units approximately 800 square foot starting at \$1,795, two-bedroom, two bath units, app 1200 square feet starting at \$2,100 and three-bedroom three bath units appropriately 1400 square starting at \$2,495. The total economic effect of this project will be upwards of \$70,000,000.

This project is proposed to be served by public water and sewer, with private trash collection. Stormwater management will be provided in accordance with the State of Maryland's stormwater ordinance for redevelopment of urban projects. Critical areas will also be satisfied to the maximum extent practicable. As the plans indicate, all frontages of the project will be upgrading the streetscapes with new walks, pavers, landscaping, lighting, benches, and bike racks to match the roads which were recently rebuilt

ATTACHMENT 1

Ex. 7

elsewhere in downtown Salisbury. We are confident that this upgrade will bring these streets in conformance with the city's desire for their streetscapes and match the rest of downtown.

Additionally, I would also like to respectfully request waivers of the community impact statement, the letter of financial capability, and of intent to proceed. The developer is quite anxious to proceed to construction and certainly has the desire and ability to proceed. The schedule for development is very expedited and must be, in order to take advantage of the Here is Home program.

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,

A handwritten signature in black ink, appearing to read 'BEP', with a long horizontal line extending to the right.

Brock E. Parker, PE, RLS, QP
528 Riverside Drive
Salisbury, MD 21801
Phone: 410-749-1023
Fax: 410-749-1012

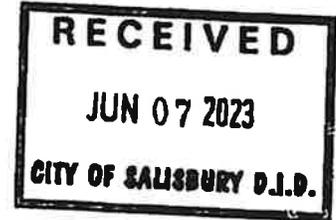
6/9/23



PO BOX 490
Joppa, MD 21085
P: 410-679-1130

22-033

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



To Whom it May Concern,

Introducing Salisbury Town Center Apartments, a visionary development that redefines luxury living and fosters a vibrant community experience. Nestled in the heart of the city, this remarkable project encompasses three interconnected buildings, seamlessly blending residential and commercial spaces. With direct access to the new city garage and a focus on pedestrian-friendly design, Salisbury Town Center Apartments offers a unique, non-car-oriented living experience.

Imagine a world where tenants can effortlessly park their vehicles in the state-of-the-art garage, shielded from inclement weather, and stroll leisurely to their apartments through charming pedestrian bridges. This meticulously planned layout ensures convenience, safety, and a true sense of community.

Beyond its architectural splendor, Salisbury Town Center Apartments serve as an economic catalyst, poised to attract the very best medical professionals to the region. Recognizing the growing needs of the Regional Medical Center, our project aims to provide modern, upscale housing that will captivate and entice new doctors and nurses. With our prime location just steps away from the hospital and close proximity to the city's bustling restaurants and businesses, our community will truly be at the epicenter of convenience and opportunity.

But the allure of Salisbury Town Center Apartments doesn't end there. We've thoughtfully curated a plethora of amenities to enrich the lives of our residents. Picture yourself stepping into the inviting leasing center, complete with party facilities, a gathering space adorned with a pool table and high-definition TVs, and a fully-equipped fitness center that boasts a dedicated kids' playroom. For those who need a space to work or conduct business, our sophisticated business center provides a professional setting.

Embracing the spirit of community and leisure, we've crafted an outdoor oasis featuring a refreshing swimming pool, complete with barbecue grills and inviting eating spaces. For our four-legged residents, a dedicated dog park awaits, offering a safe and enjoyable environment. Additionally, we provide ample bike storage to encourage eco-friendly transportation and individual storage lockers for added convenience. With the ever-growing prevalence of online shopping, each lobby will also feature package lockers, ensuring 24/7 access for Amazon deliveries.

Ex. 8

6/9/23



PO BOX 490
Joppa, MD 21085
P: 410-679-1130

Our range of thoughtfully designed apartment units caters to diverse needs and lifestyles. From the elegant one-bedroom, one-bath units spanning approximately 800 square feet, starting at \$1,795, to the spacious two-bedroom, two-bath units encompassing around 1,200 square feet, starting at \$2,100, and the expansive three-bedroom, three-bath units measuring approximately 1,400 square feet, starting at \$2,495, there's a perfect space for everyone.

The impact of the Salisbury Town Center Apartments extends far beyond its walls. With an estimated economic effect surpassing \$70,000,000, this project is poised to invigorate the local economy, creating jobs and fostering growth. By establishing a thriving hub of modern living and community engagement, we aim to attract a wave of investment, talent, and prosperity to the region.

Salisbury Town Center Apartments is more than just a development; it's a visionary masterpiece that embraces the future of urban living. Come and experience the epitome of luxury, convenience, and community in the heart of our vibrant city. Together, let's redefine the way we live, work, and thrive.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elijah Lalkin", with a long, sweeping underline.

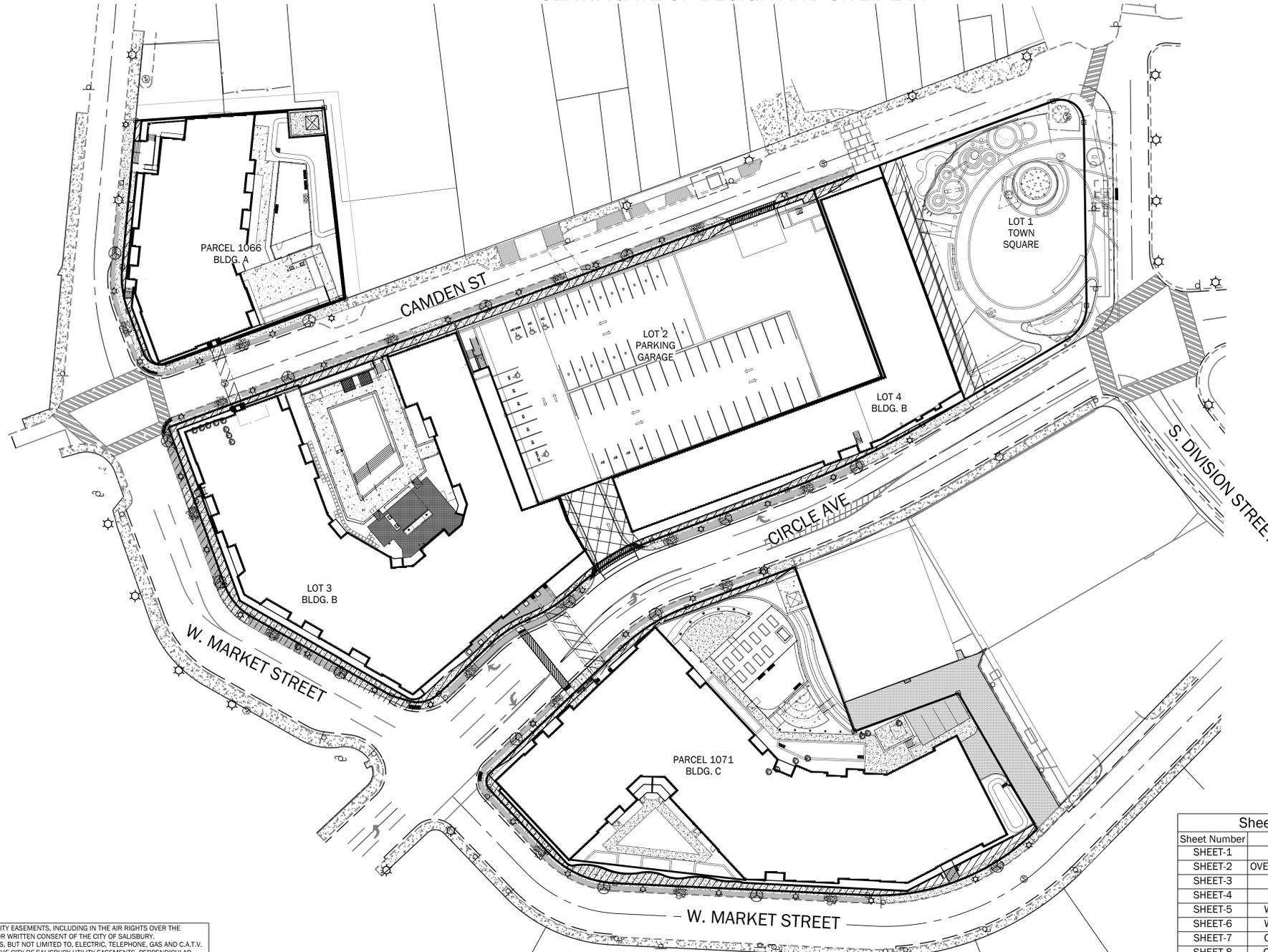
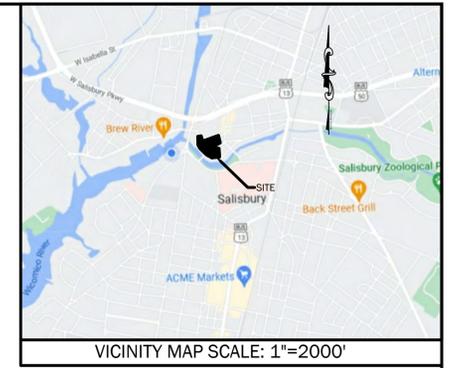
Elijah Lalkin, Partner

Larrin Management, LLC

"We don't just build apartments, we build community"

SALISBURY TOWN CENTER

SALISBURY, MD
CERTIFICATE OF DESIGN AND SITE PLAN



LEGEND

- IRON ROD & CAP FOUND
- ⊙ EXISTING SEWER MANHOLE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ PROPOSED WATER METER
- ⊙ PROPOSED INLET
- ⊙ PROPOSED NYLOPLAST STRUCTURE
- ⊙ PROPOSED STORM DRAIN MANHOLE
- PROPERTY LINE
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EX.SS EXISTING SEWER MAIN
- EX.SD EXISTING STORM DRAIN
- EX.W EXISTING WATER MAIN
- EX.GR EXISTING GRADE
- PR.8"W PROPOSED WATER LINE
- PR.8"SS PROPOSED SEWER LINE
- PR.SD PROPOSED STORM DRAIN
- PROPOSED CURB
- PROPOSED CONCRETE SIDEWALK

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON SHALL BE ACQUIRED AND DEVELOPED BY:
 - SALISBURY TOWN CENTER APARTMENTS LLC
 - C/O T. KEVIN CARNY
 - THOMAS BUILDERS INC
 - 11526 PEBBLECREEK DRIVE, MD 21093
 - KEVIN@THOMASBUILDERSINC.COM
 - 410-591-5337
2. DEED REFERENCE: 878/632, 583/72, 1023/644, 704/410, 1087/800
3. TOTAL AREA OF PROPERTY = 3.70 ± ACRES
4. THE PRESENT ZONING OF THIS PROPERTY IS: CENTRAL BUSINESS DISTRICT
5. THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE A
6. THE CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY W-1/S1
7. ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE CITY OF SALISBURY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.
8. THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANELS #24045C0251E DATED 8/17/2015, LOCATED IN ZONE AE, FLOODWAY AREA AND ZONE X, AREA OF MINIMAL FLOODING.
9. 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.
10. THIS PROJECT IS INTENDED TO BE SERVED BY PRIVATE SEWER, PUBLIC WATER, AND PRIVATE TRASH COLLECTION.
11. THIS PROPERTY IS SHOWN ON CITY MAP 128.
12. 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 MEDIANS 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 OUTSIDE THE CITY OF SALISBURY RIGHT OF WAY IS THE RESPONSIBILITY OF THE PROPERTY OWNERS.
13. CITY OF SALISBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY AT NO COST TO THE CITY FOR CITY UTILITY INSTALLATION, SIDEWALKS, DRAINAGE OR OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT 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

14. 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 CAT.V, SHALL BE INSTALLED OUTSIDE THE CITY OF SALISBURY UTILITY EASEMENTS. PERPENDICULAR CROSSINGS WILL BE ALLOWED.
15. IN THE EVENT THAT AN ERROR, OVERSIGHT, OR OMISSION BY PARKER & ASSOCIATES IS DISCOVERED OR SHOULD HAVE REASONABLY BEEN DISCOVERED DURING THE COURSE OF CONSTRUCTION, CLIENTS OR CONTRACTORS SHALL PROVIDE PARKER AND ASSOCIATES AN IMMEDIATE NOTICE IN ORDER TO PROVIDE THE OPPORTUNITY TO IMPLEMENT AN ACCEPTABLE SOLUTION TO REMEDY OR MINIMIZE THE IMPACTS OF THE DISCOVERED ISSUE. IF IMMEDIATE NOTICE IS NOT PROVIDED BY CLIENT OR CONTRACTOR TO PARKER & ASSOCIATES, THE CLIENT OR CONTRACTOR SHALL RELIEVE PARKER & ASSOCIATES OF ANY LIABILITY THAT MAY ARISE FROM SAID ERROR, OVERSIGHT, OR OMISSION.
16. PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPT. OF INFRASTRUCTURE AND DEVELOPMENT. TRACER WIRE TO BE ADDED ABOVE ALL FORCE MAIN PIPES.
17. 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 TIE 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.
18. PRIVATE UTILITY MAINS REQUIRE INSPECTION BY CITY PLUMBING INSPECTOR.
19. WATER AND SEWER TAPS MUST BE DONE BY A CURRENTLY APPROVED CITY OF SALISBURY WATER AND SEWER CONTRACTOR.
20. CONTRACTOR IS TO VERIFY ALL ELEVATIONS LISTED ON THE PLAN WITH A MINIMUM OF THREE BENCHMARKS THAT ARE ON THIS PROJECT'S 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.
21. THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS. ERRORS OR OMISSIONS IN DRAWINGS OR LAYOUT SHALL BE TREATED AS A DISCREPANCY. ALL DISCREPANCIES SHALL BE RESOLVED PRIOR TO CONTINUATION OF WORK.

Sheet Number	Sheet Title
SHEET-1	TITLE SHEET
SHEET-2	OVERALL SITE PLAN RENDERING
SHEET-3	OVERALL SITE PLAN
SHEET-4	WALL LOCATION PLAN
SHEET-5	W. MARKET STREETSCAPE
SHEET-6	W. MARKET STREETSCAPE
SHEET-7	CIRCLE AVE STREETSCAPE
SHEET-8	CAMDEN ST STREETSCAPE
SHEET-9	ELEVATIONS
SHEET-10	ELEVATIONS
SHEET-11	ELEVATIONS
SHEET-12	PROJECT RENDERINGS
SHEET-13	PROJECT RENDERINGS
SHEET-14	DETAILS
SHEET-15	DETAILS

LIMIT OF DISTURBANCE:	4.18 ACRES
EXISTING SITE IMPERVIOUS:	3.94 ACRES
PROPOSED SITE IMPERVIOUS:	3.59 ACRES
PROPOSED UNITS:	222 UNITS
PROPOSED DENSITY:	77 UNITS/ACRE

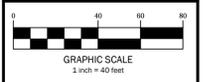
PROFESSIONAL CERTIFICATION
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21739, EXPIRATION DATE: JULY 24, 2024 AND A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21192, EXPIRATION DATE: JANUARY 25, 2024.

BROCK E. PARKER P.E., R.L.S.
 528 RIVERSIDE DRIVE
 SALISBURY, MARYLAND 21801
 PHONE: (410) 749-1023 FAX: (410) 749-1012
 EMAIL: BROCK@PARKERANDASSOCIATES.ORG

DATE: _____



SHEET-1



REVISIONS	DATE	BY	CHK	TITLE

CERTIFICATE OF DESIGN AND SITE PLAN

TITLE SHEET

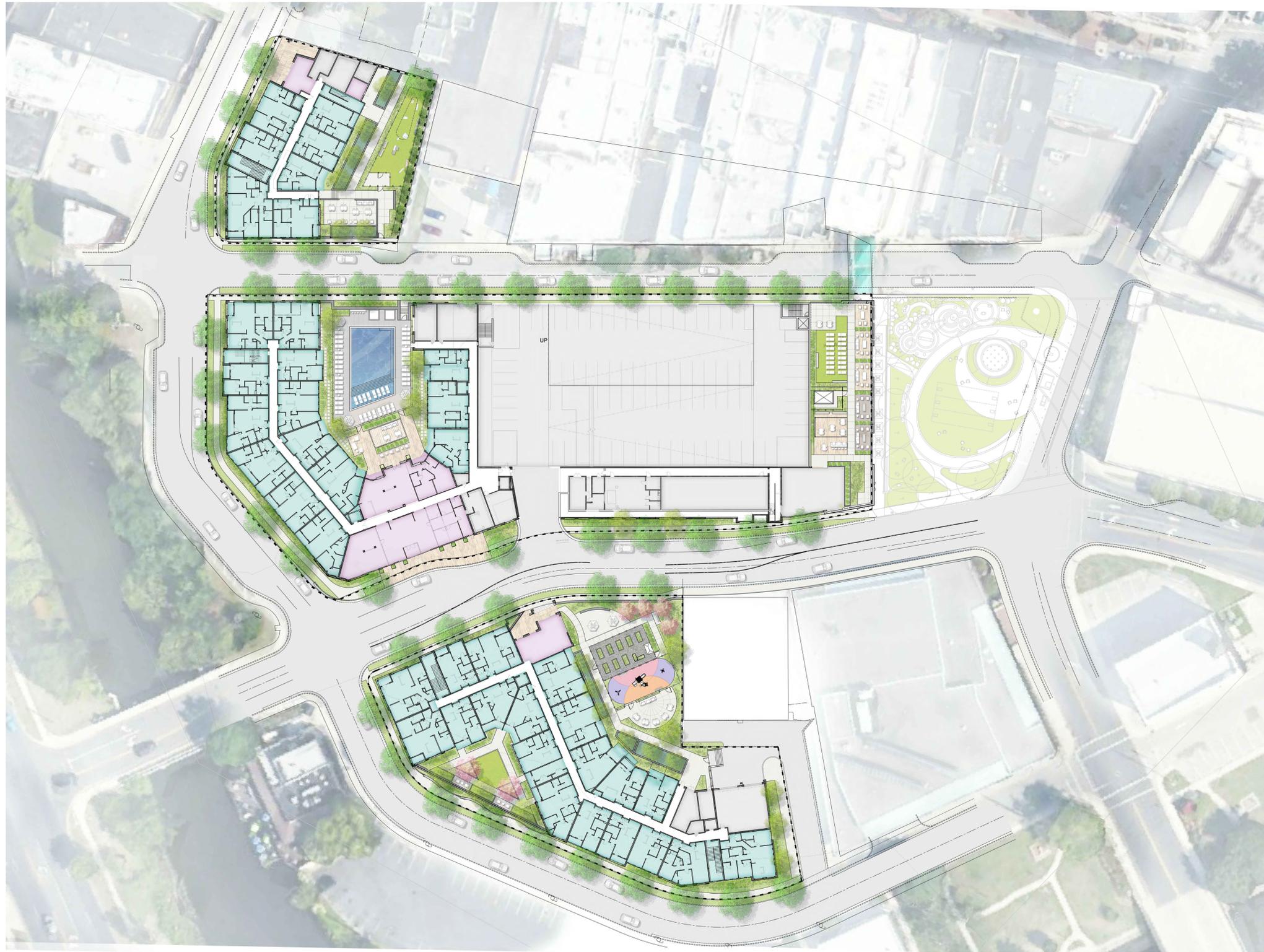
TOWN CENTER

Road Name: CAMDEN STREET
 For: SALISBURY TOWN CENTER
 CITY OF SALISBURY, WICOMICO COUNTY, MD

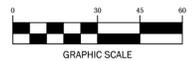
DATE: 7/29/2023
 DRAWN BY: M.A.V.
 CHECKED BY: M.A.V.
 SCALE: 1" = 40'
 SHEET: 1066, 1071, 1074-1079

SURVEYING FORESTRY
PARKER & ASSOCIATES
 CIVIL ENGINEERING SITE PLANNING

OCT 24, 2023-10:25AM

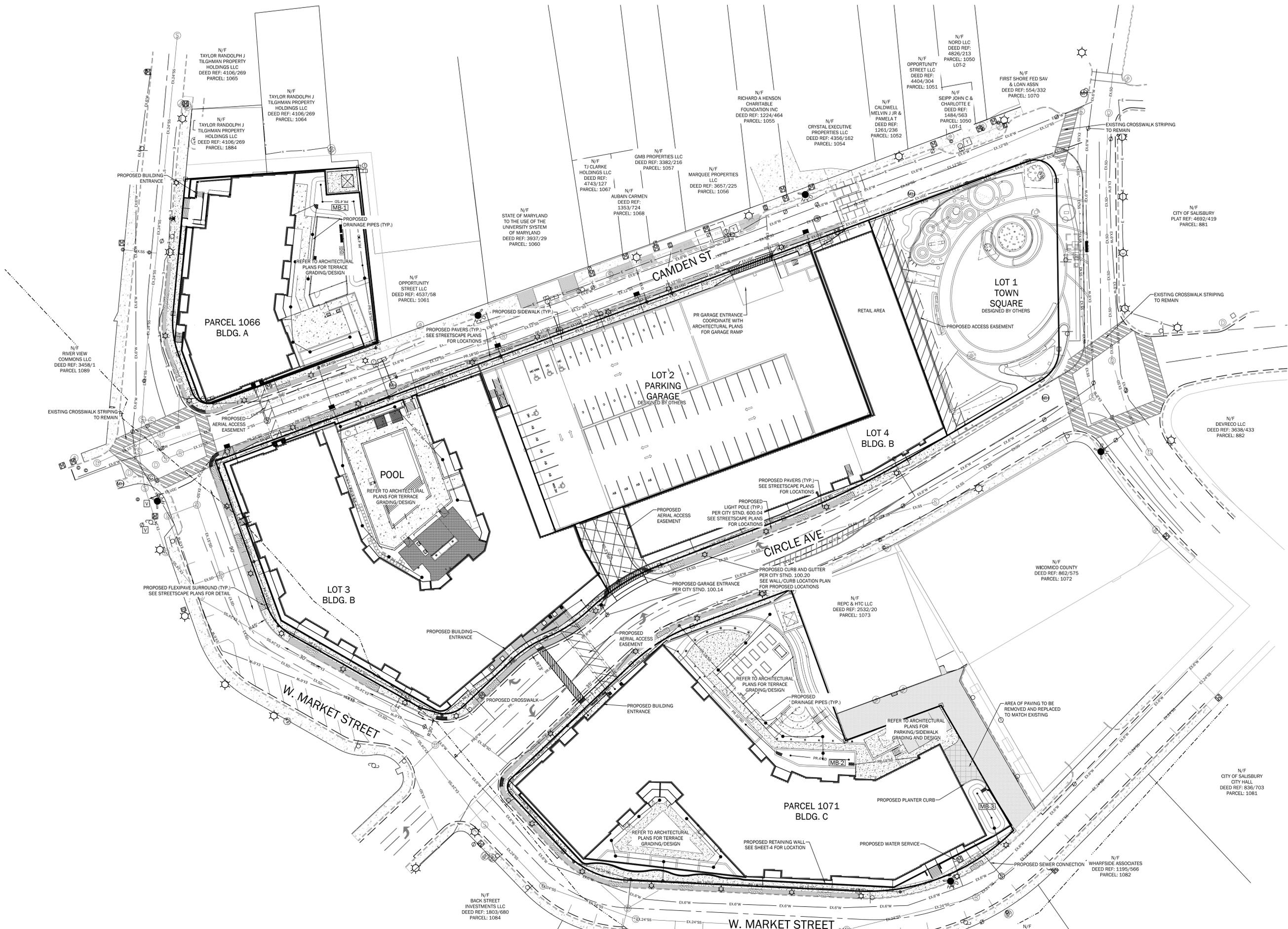


CERTIFICATE OF DESIGN AND SITE PLAN

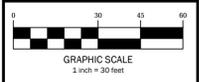


SHEET-2

OVERALL SITE PLAN RENDERING



SHEET-3



REVISIONS	DATE	BY	CHKD.	SITE

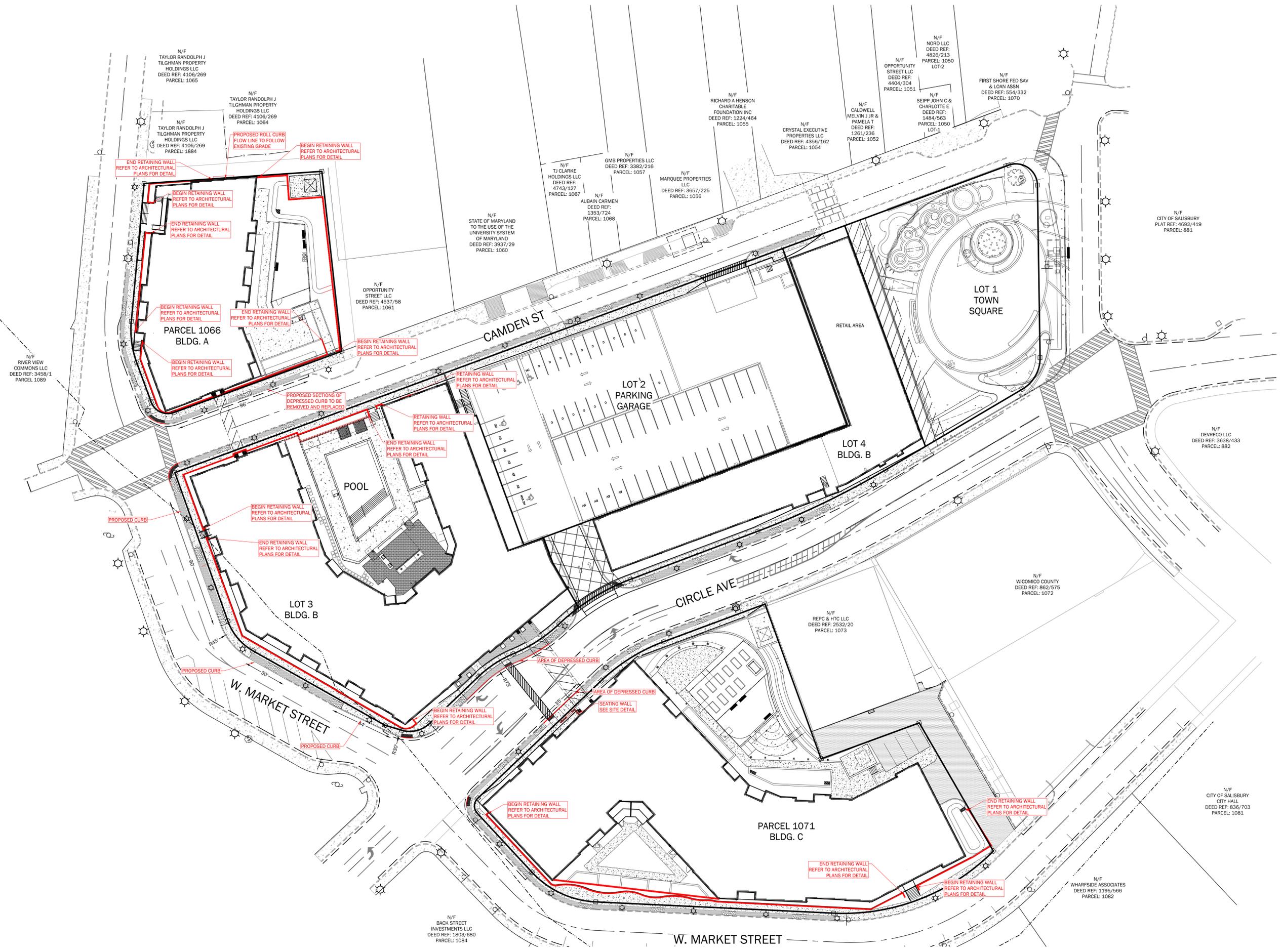
CERTIFICATE OF DESIGN AND SITE PLAN

**OVERALL SITE PLAN
TOWN CENTER**

DATE	7/29/2023
SCALE	1" = 30'
PROJECT	1066, 1071, 1074-1079
CLIENT	MAV
PREPARED BY	MAV
CHECKED BY	MAV
DATE	7/29/2023
SCALE	1" = 30'
PROJECT	1066, 1071, 1074-1079
CLIENT	MAV
PREPARED BY	MAV
CHECKED BY	MAV



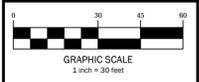
04.24.2023-10.27.23m



NOTE:
RETAINING WALL PLAN IS FOR LOCATION PURPOSES ONLY. REFER TO ARCHITECTURAL PLANS FOR ELEVATION AND MATERIAL SPECIFICATIONS AND STRUCTURAL DESIGN.



SHEET-4



REVISIONS	DATE	BY	CHK	WALL

CERTIFICATE OF DESIGN AND SITE PLAN

WALL LOCATION PLAN TOWN CENTER

Road Name: CAMDEN STREET
For: SALISBURY TOWN CENTER
CITY OF SALISBURY - WICOMICO COUNTY, MD

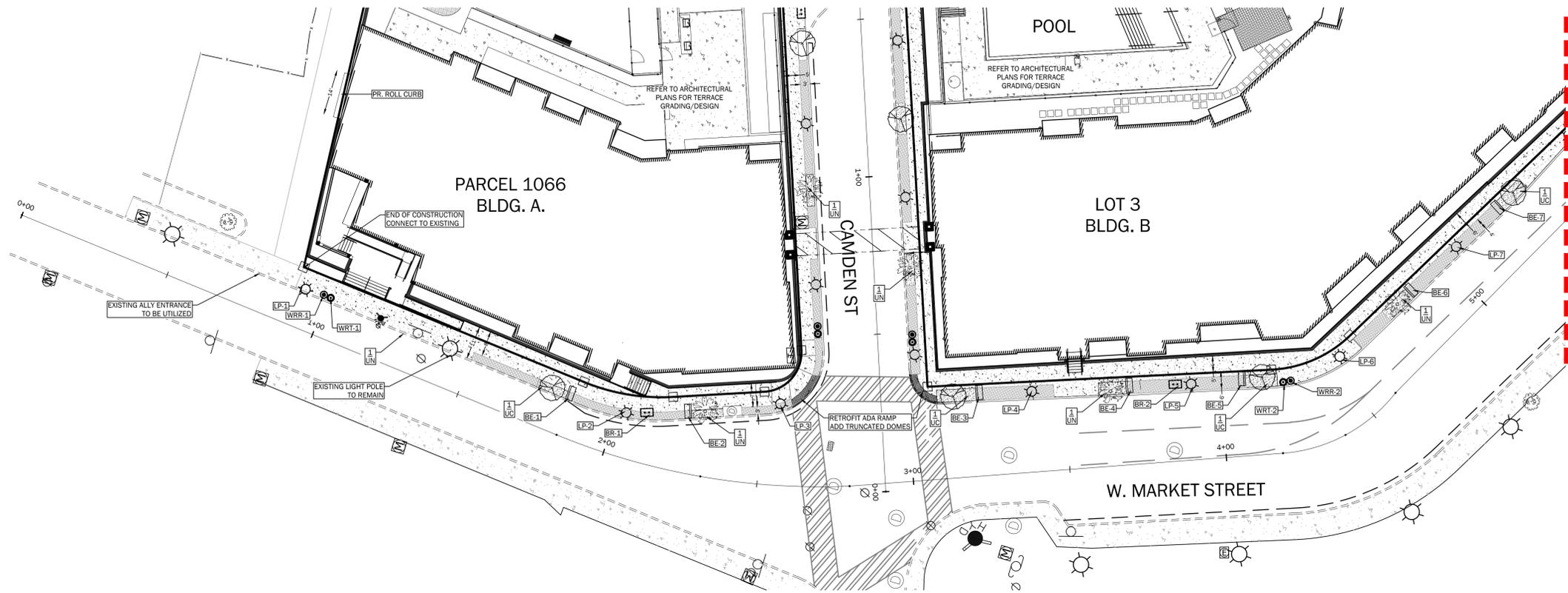
DATE	7/9/2023	SCALE	1" = 30'
DRAWN BY	MAV	DATE	10/7
CHECKED BY	MAV	DATE	14
PROJECT NO.	1066, 1071, 1074-1079	PARCEL	1066, 1071, 1074-1079



Oct 24, 2023 10:27 AM

MATCHLINE SHEET-5

MATCHLINE SHEET-7



LIGHT POLE SCHEDULE		
LIGHT POLE NO.	STATION	OFFSET
LP-1	0+92.53	12.46L
LP-2	2+03.20	14.13L
LP-3	2+55.92	25.93L
LP-4	3+39.71	25.60L
LP-5	3+90.57	24.11L
LP-6	4+56.68	21.00L
LP-7	5+06.48	18.95L

BENCH SCHEDULE		
BENCH NO.	STATION	OFFSET
BE-1	1+83.46	13.76L
BE-2	2+23.77	19.44L
BE-3	3+23.05	26.64L
BE-4	3+70.92	25.16L
BE-5	4+06.60	24.67L
BE-6	4+86.58	19.15L
BE-7	5+24.42	18.19L

BIKE RACK SCHEDULE		
BIKE RACK NO.	STATION	OFFSET
BR-1	2+10.02	15.94L
BR-2	3+85.51	24.25L

AMENITIES SCHEDULE			
AMENITY NO.	DESCRIPTION	STATION	OFFSET
WRR-1	RECYCLE RECEPTACLE	0+98.62	13.05L
WRT-1	TRASH RECEPTACLE	1+01.02	12.96L
WRT-2	TRASH RECEPTACLE	4+21.29	22.41L
WRR-2	RECYCLE RECEPTACLE	4+25.62	22.44L

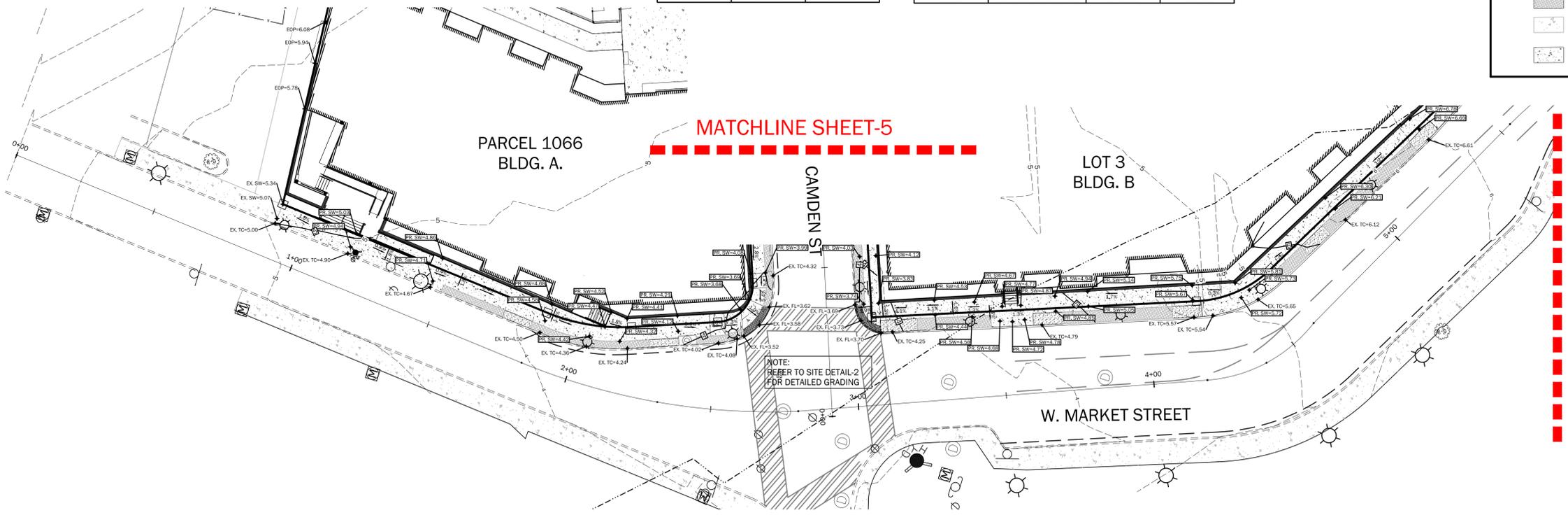
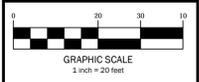
AMENITIES PLAN
SCALE: 1"=20'

LEGEND

- VICTOR STANLEY EVA BENCH
48" LENGTH STND. 600.07 (BE)
- BIKE RACK (BR)
- RECYCLE RECEPTACLE STND. 600.06 (WRR)
- TRASH RECEPTACLE STND. 600.06 (WRT)
- LIGHT POLE STND. 600.05 (LP)
- ULMUS X NEW HORIZON/ NEW HORIZON ELM (UN)
- ULMUS X NEW FRONTIER/ AMERICAN ELM (UC)
- FLEXIPAVE TREE SURROUND
- PERVIOUS PAVERS
- EXISTING SIDEWALK TO REMAIN
- PROPOSED SIDEWALK



SHEET-5



MATCHLINE SHEET-5

MATCHLINE SHEET-7

GRADING PLAN
SCALE: 1"=20'

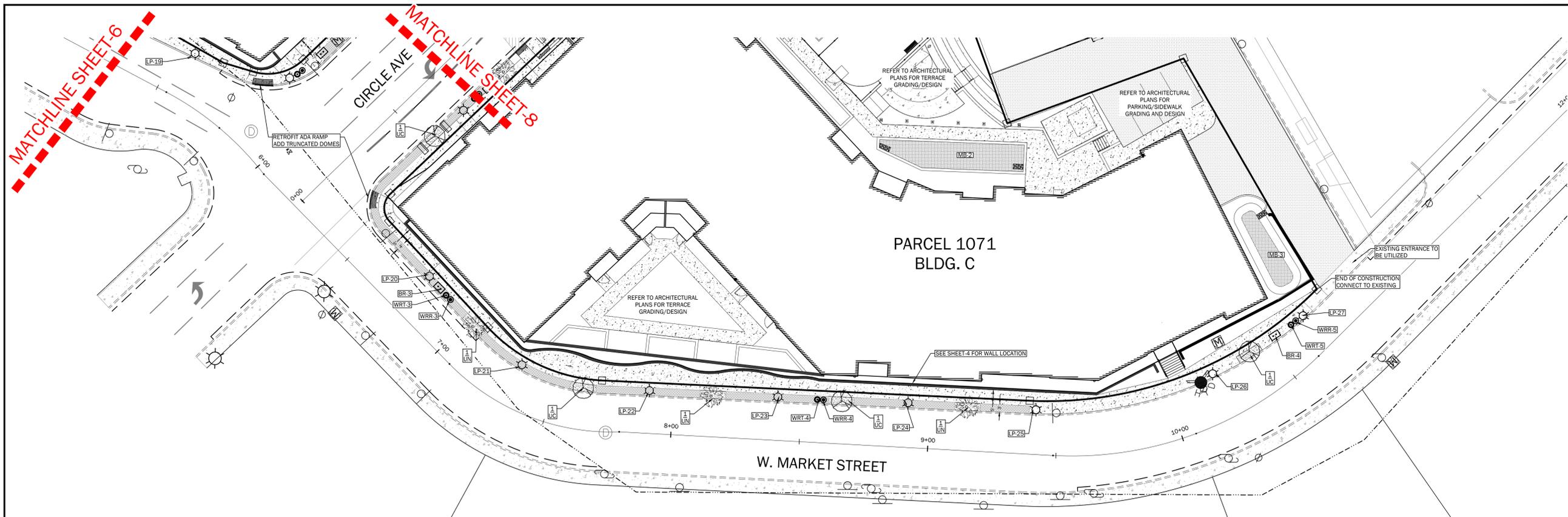
CERTIFICATE OF DESIGN AND SITE PLAN

**W. MARKET STREETSCAPE
TOWN CENTER**

Road Name: CAMDEN STREET
For: SALISBURY TOWN CENTER
CITY OF SALISBURY, WICOMICO COUNTY, MD



04.24.2023-10.29.2023



BIKE RACK SCHEDULE		
BIKE RACK NO.	STATION	OFFSET
BR-3	6+82.96	17.80L
BR-4	10+54.56	17.36L

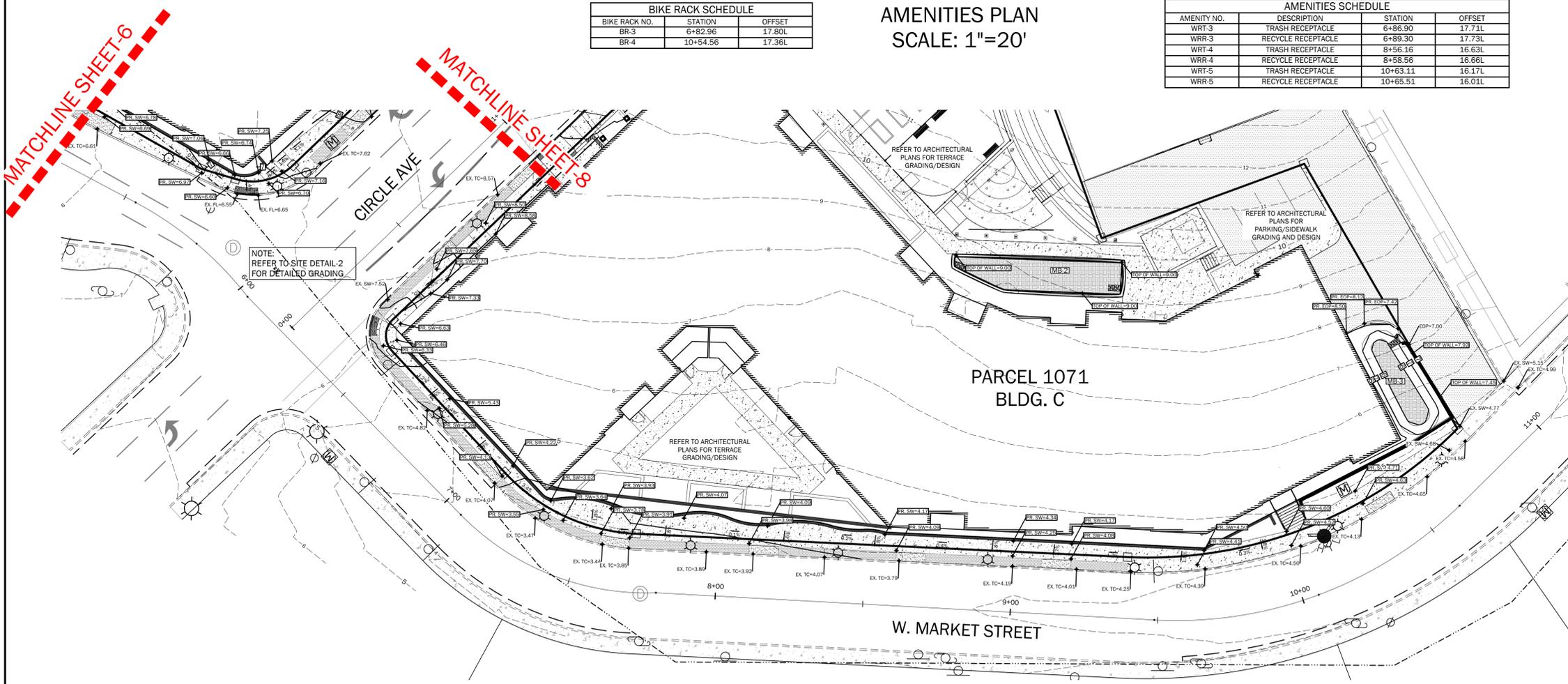
AMENITIES PLAN
SCALE: 1"=20'

AMENITIES SCHEDULE			
AMENITY NO.	DESCRIPTION	STATION	OFFSET
WRT-3	TRASH RECEPTACLE	6+86.90	17.71L
WRR-3	RECYCLE RECEPTACLE	6+89.30	17.73L
WRT-4	TRASH RECEPTACLE	8+56.16	16.63L
WRR-4	RECYCLE RECEPTACLE	8+58.56	16.66L
WRT-5	TRASH RECEPTACLE	10+63.11	16.17L
WRR-5	RECYCLE RECEPTACLE	10+65.51	16.01L

LEGEND

- VICTOR STANLEY EVA BENCH
48" LENGTH STND. 600.07 (BE)
- BIKE RACK (BR)
- RECYCLE RECEPTACLE STND. 600.06 (WRR)
- TRASH RECEPTACLE STND. 600.06 (WRT)
- LIGHT POLE STND. 600.05 (LP)
- ULMUS X 'NEW HORIZON' / NEW HORIZON ELM (UN)
- ULMUS X 'NEW FRONTIER' / AMERICAN ELM (UC)
- FLEXPAVE TREE SURROUND
- PERVIOUS PAVERS
- EXISTING SIDEWALK TO REMAIN
- PROPOSED SIDEWALK

LIGHT POLE SCHEDULE		
LIGHT POLE NO.	STATION	OFFSET
LP-19	5+56.48	18.50L
LP-20	6+77.14	18.27L
LP-21	7+31.89	17.01L
LP-22	7+90.78	16.58L
LP-23	8+40.80	16.85L
LP-24	8+91.47	17.30L
LP-25	9+41.29	17.31L
LP-26	10+21.92	18.63L
LP-27	10+69.93	15.37L



GRADING PLAN
SCALE: 1"=20'



SHEET-6

GRAPHIC SCALE
1 inch = 20 feet

REVISIONS	
NO.	DATE

CERTIFICATE OF DESIGN AND SITE PLAN

**W. MARKET STREETSCAPE
TOWN CENTER**

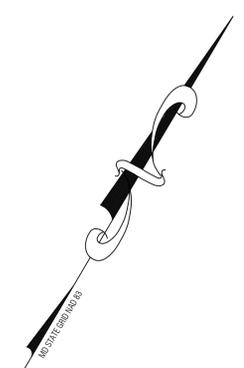
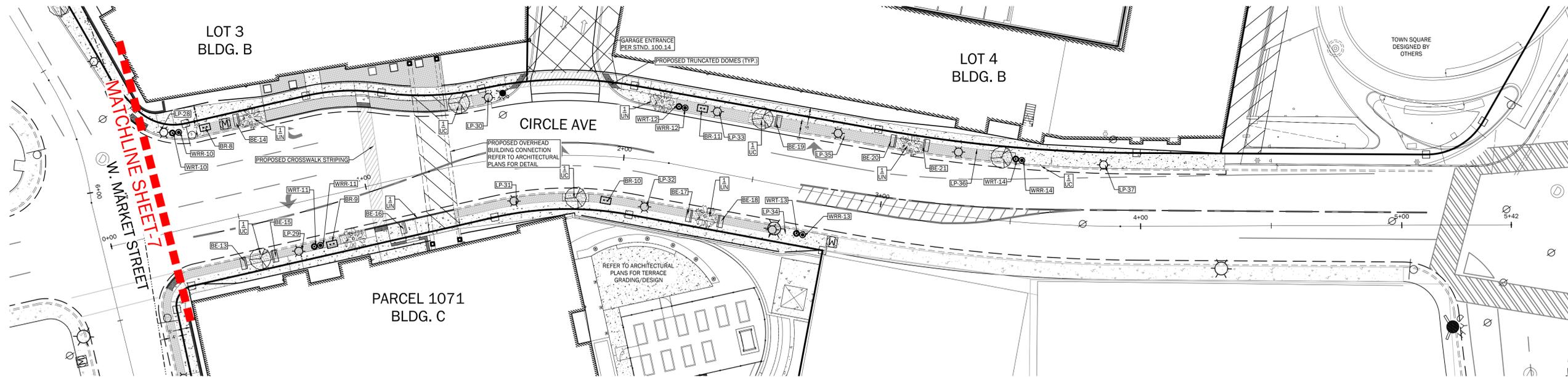
Road Name: CAVDEN STREET
For: SALISBURY TOWN CENTER
CITY OF SALISBURY, WICOMICO COUNTY, MD

DATE: 7/29/2023
SCALE: 1" = 20'

PROJECT: 1066, 1071, 1074-1079
SHEET: 14
DRAWN BY: MAV
CHECKED BY: W. MARKET 2



Oct 24, 2023-10:30am



BENCH SCHEDULE		
BENCH NO.	STATION	OFFSET
B-13	0+47.86	17.86R
BE-14	0+57.31	35.80L
BE-15	0+60.10	17.85R
BE-16	1+10.38	18.55R
BE-17	2+28.66	18.07R
BE-18	2+41.00	18.17R
BE-19	2+55.42	23.48L
BE-20	3+00.34	24.44L
BE-21	3+13.71	24.93L

BIKE RACK SCHEDULE		
BIKE RACK NO.	STATION	OFFSET
BR-8	0+45.22	36.14L
BR-9	0+82.46	18.26R
BR-10	1+94.03	16.89R
BR-11	2+26.07	22.80L

LIGHT POLE SCHEDULE		
LIGHT POLE NO.	STATION	OFFSET
LP-28	0+29.41	37.75L
LP-29	0+69.44	18.13R
LP-30	1+50.90	23.95L
LP-31	1+56.67	18.10R
LP-32	2+10.23	17.82R
LP-33	2+31.85	22.79L
LP-34	2+65.21	17.82R
LP-35	2+81.81	24.20L
LP-36	3+33.91	24.99L
LP-37	3+85.39	23.34L

AMENITIES PLAN
SCALE: 1"=20'

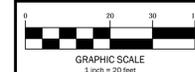
AMENITIES SCHEDULE			
AMENITY NO.	DESCRIPTION	STATION	OFFSET
WRT-10	TRASH RECEPTACLE	0+32.57	36.73L
WRR-10	RECYCLE RECEPTACLE	0+34.95	36.43L
WRT-11	TRASH RECEPTACLE	0+75.66	17.75R
WRR-11	RECYCLE RECEPTACLE	0+78.05	17.84R
WRT-12	TRASH RECEPTACLE	2+17.36	21.98L
WRR-12	RECYCLE RECEPTACLE	2+19.49	21.85L
WRT-13	TRASH RECEPTACLE	2+70.44	17.00R
WRR-13	RECYCLE RECEPTACLE	2+72.84	17.06R
WRT-14	TRASH RECEPTACLE	3+50.13	23.87L
WRR-14	RECYCLE RECEPTACLE	3+53.62	23.55L

LEGEND

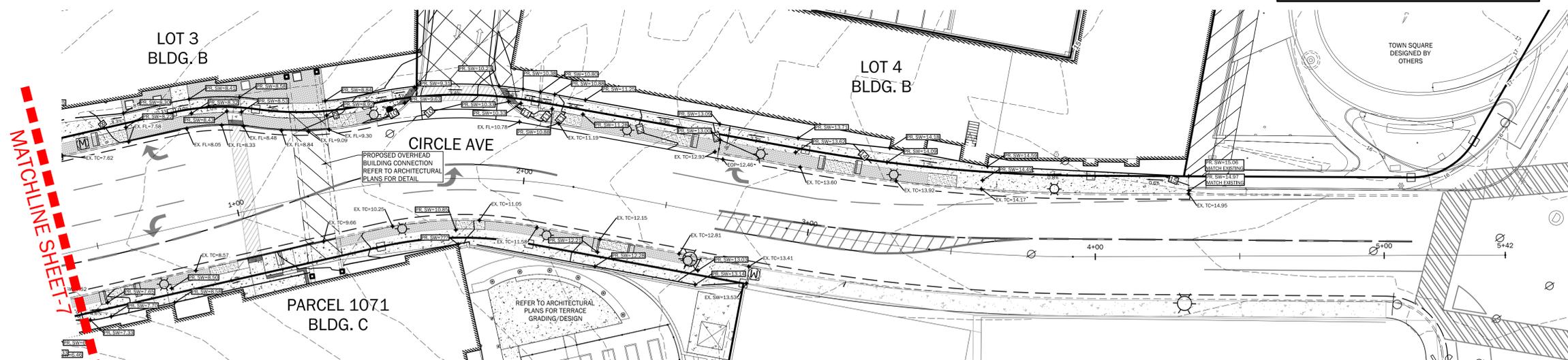
- VICTOR STANLEY EVA BENCH 48" LENGTH STD. 600.07 (BE)
- BIKE RACK (BR)
- TRASH RECEPTACLE STD. 600.06 (WRR)
- TRASH RECEPTACLE STD. 600.06 (WRT)
- LIGHT POLE STD. 600.05 (LP)
- JULMUS X 'NEW HORIZON' / NEW HORIZON ELM (UN)
- JULMUS X 'NEW FRONTIER' / AMERICAN ELM (UC)
- FLEXIPAPE TREE SURROUND
- PERVIOUS PAVERS
- EXISTING SIDEWALK TO REMAIN
- PROPOSED SIDEWALK



SHEET-7



REVISIONS	DATE	BY	CHK	APP



NOTE:
REFER TO SITE DETAIL-1
FOR DETAILED GRADING

GRADING PLAN
SCALE: 1"=20'

CERTIFICATE OF DESIGN AND SITE PLAN

CIRCLE AVE STREETSCAPE TOWN CENTER

Road Name: CAMDEN STREET
For: SALISBURY TOWN CENTER
CITY OF SALISBURY, WICOMICO COUNTY, MD

DATE: 7/29/2023
SCALE: 1" = 20'
JOB NO. 2428-P&S-STREETSCAPE.DWG

PROJECT: 1066, 1071, 1074-1079

DATE: 7/29/2023
SCALE: 1" = 20'
JOB NO. 2428-P&S-STREETSCAPE.DWG



Oct 24, 2023 10:33 AM



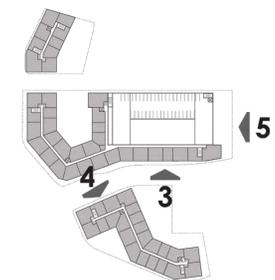
BUILDING B - EAST ELEVATION
1/32" = 1'-0"



RETAIL ELEVATION
1/32" = 1'-0"



BUILDING C - NORTH ELEVATION
1/32" = 1'-0"

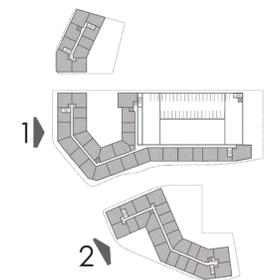




BUILDING A & B - SOUTH ELEVATION
 1/32" = 1'-0"



BUILDING C - SOUTH ELEVATION
 1/32" = 1'-0"





GARAGE WEST ELEVATION
1/32" = 1'-0"



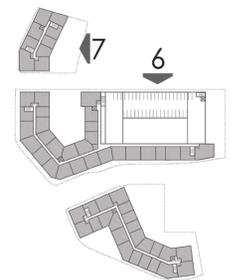
BUILDING B ELEVATION
1/32" = 1'-0"



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SALISBURY TOWN CENTER
SALISBURY, MARYLAND

ELEVATIONS
24 MAY 2023





SALISBURY TOWN CENTER
SALISBURY, MARYLAND

W. MARKET STREET
24 MAY 2023



SALISBURY TOWN CENTER
SALISBURY, MARYLAND

POOL AMENITY
24 MAY 2023



SALISBURY TOWN CENTER
SALISBURY, MARYLAND

CIRCLE AVE. AT RETAIL
24 MAY 2023

CERTIFICATE OF DESIGN AND SITE PLAN
SHEET-12
PROJECT RENDERINGS



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SALISBURY TOWN CENTER
SALISBURY, MARYLAND

W. MARKET STREET AT CIRCLE AVE.
24 MAY 2023



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SALISBURY TOWN CENTER
SALISBURY, MARYLAND

BUILDING B ENTRY
24 MAY 2023



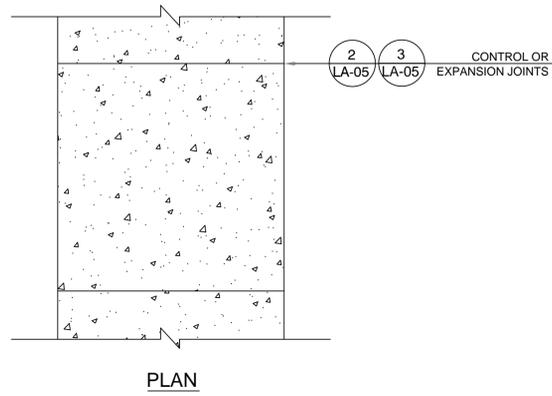
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SALISBURY TOWN CENTER
SALISBURY, MARYLAND

BUILDING B ENTRY
24 MAY 2023

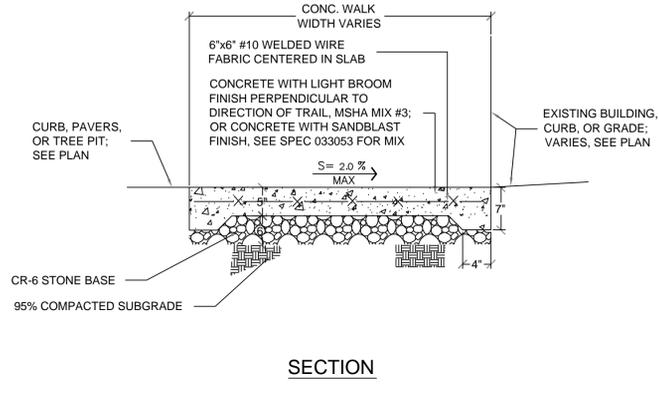
CERTIFICATE OF DESIGN AND SITE PLAN
SHEET-13
PROJECT RENDERINGS

Oct 24, 2023 10:33am



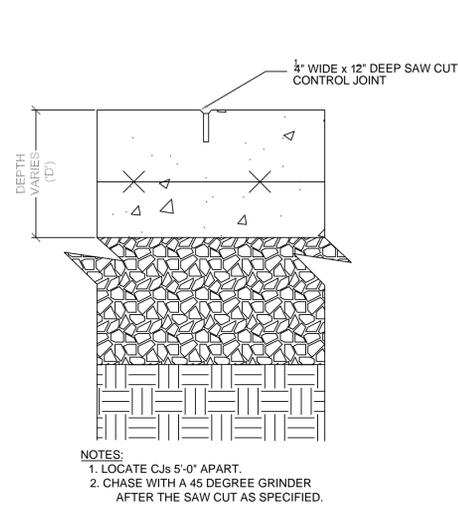
NOTES:
 1. ALL CONCRETE WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 1.7%.
 2. SEE DETAIL OF CONTROL AND EXPANSION JOINTS FOR ADDITIONAL INFORMATION

1 PEDESTRIAN GRADE CONCRETE PAVING
 1" = 1'-0"

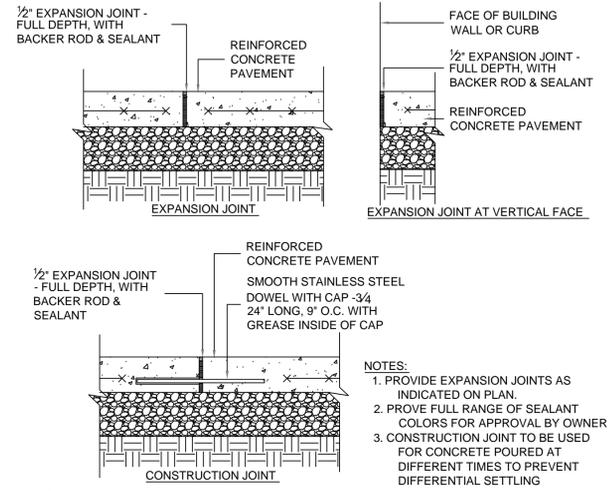


NOTES:
 1. ALL CONCRETE WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 1.7%.
 2. SEE DETAIL OF CONTROL AND EXPANSION JOINTS FOR ADDITIONAL INFORMATION

2 CONTROL AND SCORE JOINTS (CJ)
 3" = 1'-0"

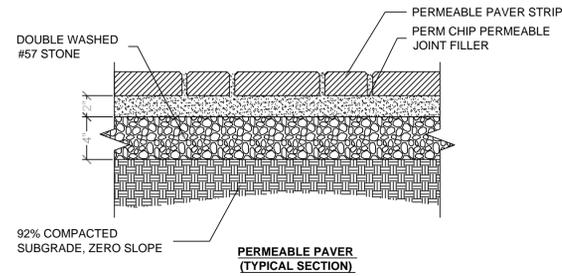


NOTES:
 1. LOCATE CJs 5'-0" APART.
 2. CHASE WITH A 45 DEGREE GRINDER AFTER THE SAW CUT AS SPECIFIED.



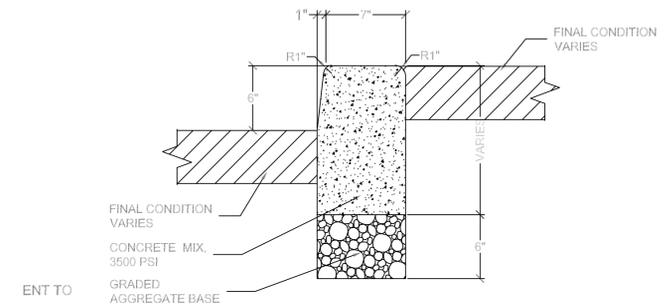
NOTES:
 1. PROVIDE EXPANSION JOINTS AS INDICATED ON PLAN.
 2. PROVIDE FULL RANGE OF SEALANT COLORS FOR APPROVAL BY OWNER.
 3. CONSTRUCTION JOINT TO BE USED FOR CONCRETE POURED AT DIFFERENT TIMES TO PREVENT DIFFERENTIAL SETTLING.

3 EXPANSION JOINTS (EJ)
 1" = 1'-0"



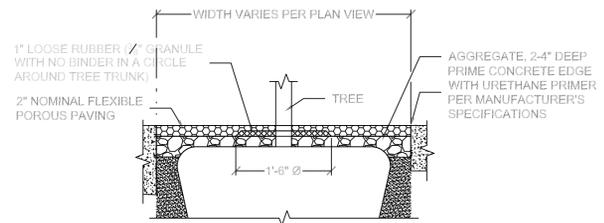
NOTES:
 1. PAVER TO BE STORMPAVE ENGLISH EDGE CLAY PERMEABLE PAVEMENT SYSTEM FROM PINE HALL BRICK.
 2.
 3. PREFERRED COLORS: RED FULL RANGE (CONTRACTOR TO PROVIDE MOCK UP PANEL TO CONSTRUCTION MANAGER FOR APPROVAL BEFORE INSTALLATION).
 4. PAVER PATTERN: HERRINGBONE.
 5. CONTRACTOR TO INSTALL PAVERS PER MANUFACTURER'S SPECIFICATIONS.
 6. JOINT FILLER: SEK/SUREBOND PERM CHIP.
 7. FULL RANGE OF SEK/SUREBOND COLORS FOR PERM CHIP PERMEABLE JOINT FILLER TO BE PROVIDED TO CONSTRUCTION MANAGER FOR APPROVAL BEFORE PURCHASE OR INSTALLATION.

4 PERMEABLE PAVER
 1 1/2" = 1'-0"



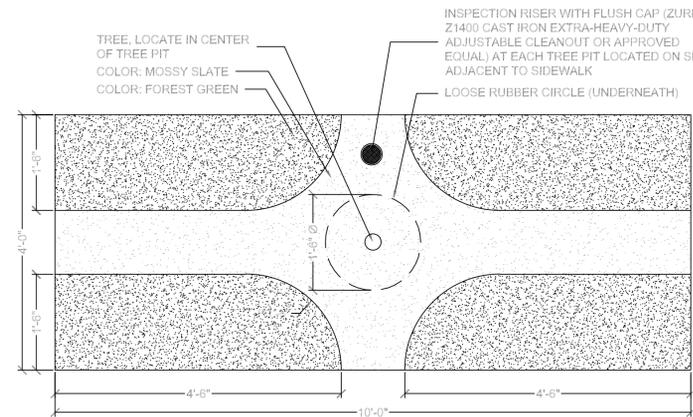
NOTES:
 1. WHENEVER A TRANSITION IS REQUIRED BETWEEN CURB SECTIONS, USE A 5' TRANSITION DISTANCE UNLESS OTHERWISE SHOWN ON THE GRADING PLAN.
 2. CONSTRUCT EXPANSION JOINTS AT 10' INTERVALS (STD.) AT BEGINNING AND ENDS OF ALL CURVE P.O.T'S AT STRUCTURES AND AT MIDPOINT OF ALL CURB RETURNS, MAX. & MIN. DISTANCES SHALL BE 13' & 6' RESPECTIVELY. USE 2" PRE-FORMED EXPANSION JOINT FILLER, NON EXTRUDING, MANUFACTURE FULL LINE OF COLORS.
 3. REFER TO CITY OF SALISBURY DP&WT SPECIFICATIONS FOR MATERIALS, METHODS OF CONSTRUCTION, EXPANSION JOINT LOCATIONS, AND BREAKER BOND LOCATIONS

5 HEADER CURB
 1 1/2" = 1'-0"



NOTES:
 1. INSTALL PER MANUFACTURER'S SPECIFICATIONS
 2. PROVIDE BEVELED EDGING, PER MANUFACTURER'S SPECIFICATIONS WHEN FLEX-PAVE ABUTS GRASS AREAS
 3. CONTRACTOR TO PROVIDE A SAMPLE PANEL OF THE PATTERN FOR APPROVAL BY CONSTRUCTION MANAGER.
 4. CONTRACTOR TO PROVIDE THE FULL RANGE OF COLOR SAMPLES TO THE CONSTRUCTION MANAGER.

6 FLEXIPAVE TREE SURROUND
 3/4" = 1'-0"



3210-22



SHEET-14

NO.	DATE	BY	CHKD.	DETAILS

CERTIFICATE OF DESIGN AND SITE PLAN

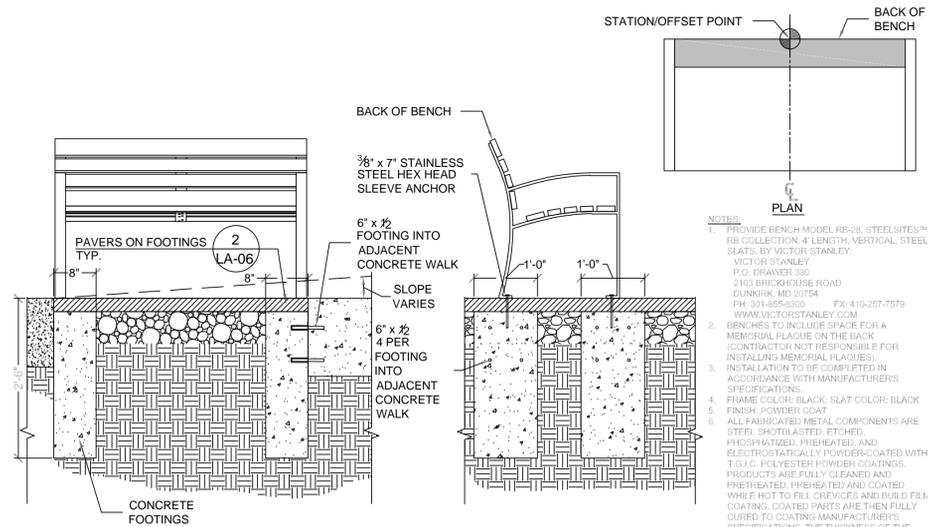
DETAILS
TOWN CENTER

Road Name: CAMDEN STREET
 For: SALISBURY TOWN CENTER
 CITY OF SALISBURY, WICOMICO COUNTY, MD

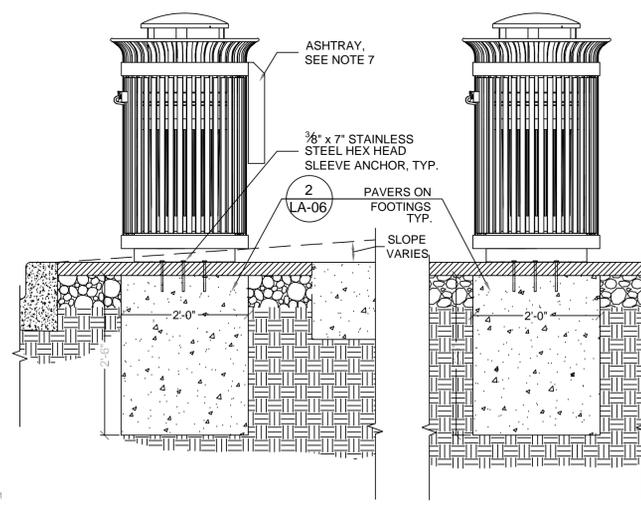
SCALE	AS SHOWN
DATE	7/9/2023
DRAWN BY	MAK
CHECKED BY	
PROJECT NO.	1066, 1071, 1074-1079
DATE	MAY
SCALE	.107
DATE	.14



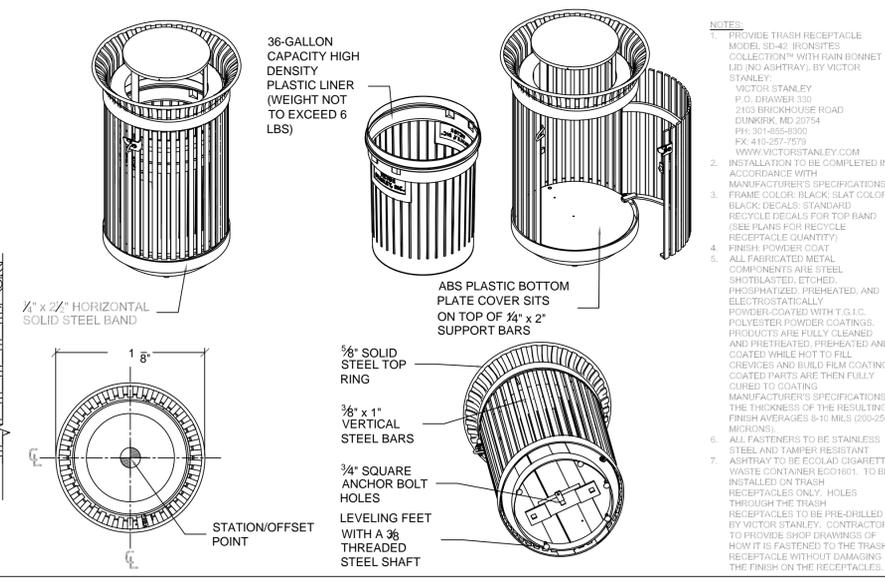
Oct 24, 2023 10:33am



1 VS RB-28 BENCH
3/4" = 1'-0"

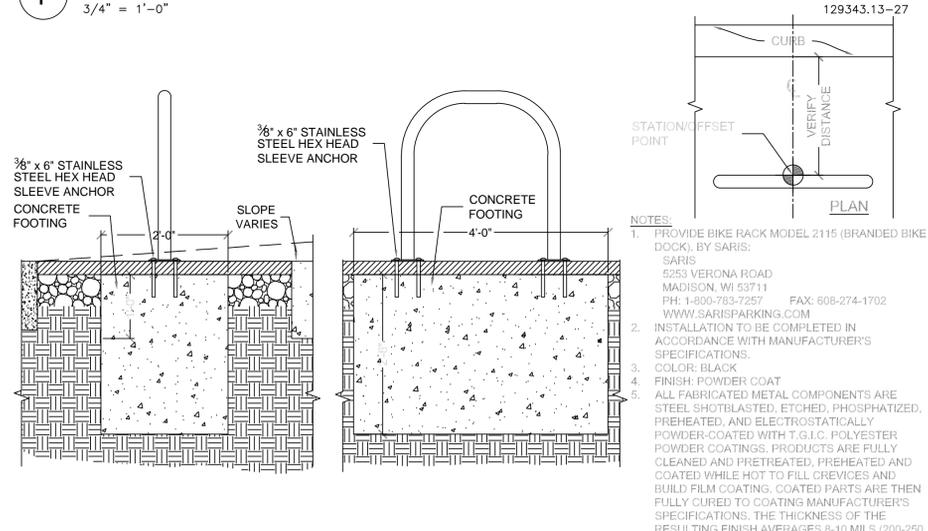


2 VS SD-42 RECEPTACLE
3/4" = 1'-0"

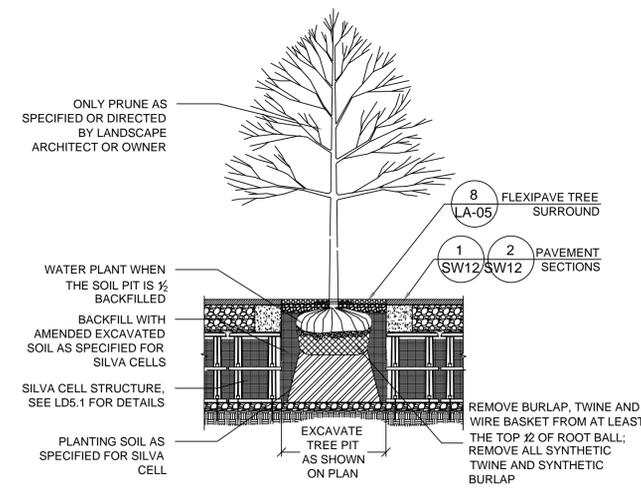


NOTES:

1. PROVIDE TRASH RECEPTACLE MODEL SD-42 (RECSITES COLLECTION™ WITH RAIN BONNET LID, NO ASHTRAY), BY VICTOR STANLEY, VICTOR STANLEY, P.O. DRAWER 330, 2103 BRICKHOUSE ROAD, DUNKIRK, MD 20754, PH: 301-855-3300, FX: 410-267-7679, WWW.VICTORSTANLEY.COM
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. FRAME COLOR: BLACK; SLAT COLOR: BLACK; DECALS: STANDARD; RECYCLE DECALS FOR TOP BAND (SEE PLANS FOR RECYCLE RECEPTACLE QUANTITY)
4. FINISH: POWDER COAT
5. ALL FABRICATED METAL COMPONENTS ARE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PREHEATED, PREHEATED AND COATED WHILE HOT TO FILL CREVICES AND BUILD FILM COATING. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH AVERAGES 8-10 MILS (200-250 MICRONS).
6. ALL FASTENERS TO BE STAINLESS STEEL AND TAMPER RESISTANT
7. ASHTRAY TO BE ECOLAD CIGARETTE WASTE CONTAINER ECO1601. TO BE INSTALLED ON TRASH RECEPTACLES ONLY. HOLES THROUGH THE TRASH RECEPTACLES TO BE PRE-DRILLED BY VICTOR STANLEY. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF HOW IT IS FASTENED TO THE TRASH RECEPTACLE WITHOUT DAMAGING THE FINISH ON THE RECEPTACLES.



3 BIKE RACK
3/4" = 1'-0"



4 DECIDUOUS TREE PLANTING IN TREE PIT DETAIL
NOT TO SCALE 3/4" = 1'-0"

TREE COUNT	
	QNTY
- ULMUS X 'NEW HORIZON'/ NEW HORIZON ELM (UN)	17
- ULMUS X 'NEW FRONTIER'/ AMERICAN ELM (UC)	17

CERTIFICATE OF DESIGN AND SITE PLAN



SHEET-15

REVISIONS	DATE	BY	CHKD	DETAILS (2)

DETAILS TOWN CENTER

Road Name: CAMDEN STREET
For: SALISBURY TOWN CENTER
CITY OF SALISBURY, WICOMICO COUNTY, MD

DATE: 7/9/2023
DRAWN BY: AS SHOWN
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"

PROJECT: 1066.1071.1074-1079
SHEET: 14

CIVIL ENGINEERING & ASSOCIATES
SITE PLANNING

OCT 24, 2023 10:34am

Salisbury Historic District Commission

Certificate of Approval

Case # 23-08	Meeting Date: 5/24/2023	Address: <i>Parking Lots 1, 11 & 15 - Downtown</i>
Description of Work: New Construction - Massing, Layout and Materials		
Presenting Case: Agent – Michael Sullivan Developer – Brad Gillis		
Motion: <i>Commissioner Brenden Frederick</i>		Second: <i>Commissioner Jane Messenger</i>
Amendments to Proposal: <i>N/A</i>		
<p>Decision: Approved with the following conditions:</p> <ol style="list-style-type: none"> 1. The massing is approved as submitted. 2. The organizational layout is approved as submitted. 3. The materials are approved as submitted except the vinyl. The vinyl is addressed in condition 4. 4. The vinyl is subject to further review when the Commission reviews windows, doors, and other items related to the project. In the future application, the vinyl shall be smooth and not embossed with a wood grain, the horizontal runs shall be limited to prevent running vertical joints so it is continuous to a reveal or another material, the amount of vinyl relative to other materials shall not exceed the percentage submitted, and the product shall be of a commercial grade. 5. The parking garage materials were not reviewed by the Commission at this time. The parking garage shall require approval prior to construction. 6. Any conflicts of this decision with the Land Development Agreement shall require Commission approval addressing said conflicts. 		

THIS DECISION WAS MADE IN ACCORDANCE TO PROVISIONS OF
CHAPTER 17.52 OF THE SALISBURY MUNICIPAL CODE.



 SHDC Chairman

6/27/2023

Date



 SHDC Secretary

6/27/2023

Date

Every certificate of approval and any permit arising as a result thereof shall become invalid unless the work on the site authorized by such certificate of approval or permit is commenced within one year after its issuance, or if the work authorized by such certificate of approval or permit is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced. The commission is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated.



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

July 21, 2023

Brock Parker, PE, RLS, QP
Parker & Associates, Inc.
528 Riverside Dr.
Salisbury, MD 21801

RE: CASE # 22-033 – PRELIMINARY CERTIFICATE OF DESIGN AND SITE PLAN APPROVAL – Salisbury Town Center – Central Business District – Tax Map: 0107, Grids: 0014 and 0020, Parcels: 1066, 1071 and 1074, 1075, 1076, 1077, 1078, 1079

Dear Mr. Parker,

The Salisbury Planning Commission, at its July 20, 2023, meeting, **APPROVED** the Preliminary Certificate of Design and Site Plan for the proposed Salisbury Town Center development at the referenced property as submitted, subject to the following Conditions of Approval:

CONDITIONS:

1. Obtain a Special Exception for a density increase from the Board of Appeals prior to Final Certificate of Design and Site Plan Approval;
2. Obtain all necessary approvals from the Historic District Commission;
3. Provide a Traffic Impact Study;
4. Exterior signage shall be subject to Planning Commission review and approval and;
5. The project is subject to further review and approval by the City Department of Infrastructure and Development, City Fire Marshal, the Wicomico County Board of Education, and other applicable agencies.

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

Sincerely,

Brian Soper
City Planner



CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA
C1	19.59	12.50	17.65	12.46	89°47'38"
C2	29.12	65.50	28.88	14.80	25°28'21"
C3	28.61	15.00	24.47	21.14	109°16'49"
C4	26.37	25.00	25.17	14.56	60°26'15"
C5	99.29	580.00	99.17	49.76	9°48'29"
C6	59.01	150.00	58.63	29.89	22°32'22"
C7	38.55	108.00	38.34	19.48	20°27'02"
C8	29.14	80.00	28.98	14.73	20°52'19"
C9	27.87	39.00	27.28	14.56	40°56'32"
C10	11.72	7.50	10.56	7.44	89°30'31"
C11	51.71	128.00	51.36	26.21	23°08'50"
C12	123.26	148.00	119.73	65.46	47°43'01"
C13	50.28	65.00	49.03	26.47	44°19'09"
C15	20.99	20.00	20.04	11.58	60°08'42"

LEGEND	
	= EXISTING CATCH BASIN
	= EXISTING HANDICAP SIGN
	= EXISTING HANDICAP SPACE
	= EXISTING CLEANOUT
	= EXISTING TRANSFORMER
	= EXISTING UTILITY POLE
	= EXISTING PAYSTATION
	= EXISTING WATER VALVE
	= EXISTING TELEPHONE MANHOLE
	= EXISTING ELECTRIC BOX
	= EXISTING UNDERGROUND CLEANOUT
	= EXISTING TELEPHONE PEDESTAL
	= EXISTING SANITARY SEWER
	= EXISTING GAS VALVE
	= EXISTING VERIZON BOX
	= EXISTING WATER METER
	= EXISTING STORMDRAIN
	= EXISTING LIGHT POLE
	= EXISTING ROAD SIGN
	= EXISTING HYDRANT
	= 100' BUFFER
	= EXISTING CURBING
	= EXISTING EDGE OF PAVING
	= EXISTING FLOODPLAIN LINE
	= EXISTING SIDEWALK
	= AERIAL ACCESS EASEMENT
	= ACCESS EASEMENT

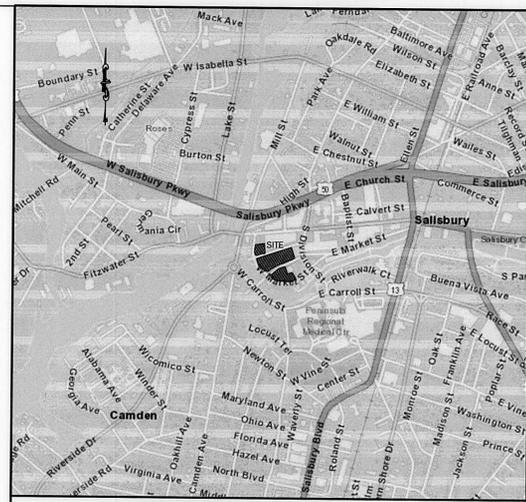
- GENERAL NOTES**
- THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY: CITY OF SALISBURY, 125 N. DIVISION STREET, SALISBURY MD 21801
 - DEED REFERENCE: PARCEL 1066 - 878/632, PARCEL 1074 - 582/72, PARCEL 1075 - 704/410, PARCEL 1076 - 1023/644, PARCEL 1077 - 1123/664, PARCEL 1078, 1079 - 1087/800
 - PLAT REFERENCE: 133/1, 113/177, 117/1, 118/1
 - TOTAL NUMBER OF PROPOSED LOTS = 4, TOTAL NUMBER OF PROPOSED PARCELS = 2
 - TOTAL AREA OF EXISTING PROPERTY: 4.10± ACRES
 - TOTAL NUMBER OF EXISTING LOTS/PARCELS = 36
 - THE PRESENT ZONING OF THIS PROPERTY IS: CENTRAL BUSINESS DISTRICT.
 - THIS PROPERTY IS LOCATED WITHIN C-2, MANAGEMENT ZONE A.
 - HORIZONTAL DATUM IS MARYLAND STATE GRID, NAD 83.
 - THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANEL #2404500251E (PANEL 251 OF 375), DATED AUGUST 17, 2015, AS BEING IN FLOOD ZONE X, AREA OF MINIMAL FLOODING AND ZONE AE 6.
 - THE MAINTENANCE OF ALL LANDSCAPE AREAS OR MEDIANS LOCATED INSIDE CITY OF SALISBURY RIGHT-OF-WAY IS THE RESPONSIBILITY OF THE PROPERTY OWNERS.
 - A CITY OF SALISBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY AT NO COST TO THE CITY FOR CITY 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 OWNERS 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.
 - WATER AND SEWER CAPACITY EXISTS AND WILL BE RESERVED FOR THIS SUBDIVISION; SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS.
 - PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT-OF-WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY PUBLIC WORKS.
 - PER CITY CODE SECTION 13.28.060 ITEM B.6: IF A STORMWATER MANAGEMENT PLAN INVOLVES DIRECTION OF SOME OR ALL RUNOFF OFF OF THE SITE, IT IS THE RESPONSIBILITY OF THE DEVELOPER TO OBTAIN FROM ADJACENT PROPERTY OWNERS ANY EASEMENTS OR OTHER NECESSARY PROPERTY INTERESTS CONCERNING FLOWAGE OF WATER. APPROVAL OF A STORMWATER MANAGEMENT PLAN DOES NOT CREATE OR AFFECT ANY RIGHT TO DIRECT RUNOFF ONTO ADJACENT PROPERTY WITHOUT THAT PROPERTY OWNERS PERMISSION.
 - THIS PROPERTY IS LOCATED ON CITY MAP NUMBER 62 & 63.
 - 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 CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT, WITH CONSTRUCTION, GRADING, OR LANDSCAPING.
 - THIS RESUBDIVISION 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.

COORDINATE POINT TABLE		
POINT #	NORTHING	EASTING
1	257230.6245	1713015.7001
2	257187.9916	1712898.4610
3	257195.4313	1712882.4602
4	257222.7848	1712872.4141
5	257251.4231	1712868.6790
6	257347.3597	1712877.5882
7	257355.8423	1713001.8390
8	257146.1942	1712899.0868
9	257360.0912	1713481.7935
10	257346.2394	1713501.9607
11	257226.1896	1713503.7975
12	257204.2530	1713491.4660

COORDINATE POINT TABLE		
POINT #	NORTHING	EASTING
13	257148.0898	1713395.8709
14	257105.3331	1713306.3918
15	257071.8893	1713217.5622
16	257040.9072	1713167.7888
17	257020.0542	1713135.6106
18	257004.2035	1713111.3473
19	256971.5563	1713077.0890
20	256966.8608	1713057.6029
21	256970.3175	1713045.9516
22	257022.1072	1712953.7426
23	256882.7649	1713471.1911
24	256839.5483	1713359.5370

COORDINATE POINT TABLE		
POINT #	NORTHING	EASTING
25	256847.3895	1713193.2189
26	256868.0028	1713148.7277
27	256909.0045	1713110.5178
28	256919.5604	1713110.8445
29	257001.4078	1713197.1753
30	257028.5283	1713240.7913
31	257054.6943	1713311.5279
32	256946.9312	1713350.7487
33	256971.9945	1713419.3643
34	257042.9405	1712936.1320

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N69°50'36"E	11.09
L2	S20°09'34"E	18.86
L3	S30°08'00"E	36.22
L4	N42°24'42"W	10.66
L5	N20°09'34"W	38.72
L6	N46°22'46"E	47.32
L8	S73°28'32"E	12.15
L9	S20°10'00"E	29.14
L10	S38°03'58"E	52.59
L12	N38°03'58"W	50.21
L13	S20°09'24"E	39.36
L15	S20°09'24"E	39.34



VICINITY MAP 1" = 2000'

APPROVED:
CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT
Richard D Baldwin
RICHARD D BALDWIN
DIRECTOR
City Project # 22-033
9-28-2023
DATE

THIS SUBDIVISION IS APPROVED FOR INTERIM WATER SUPPLY AND SEWAGE DISPOSAL IN ACCORDANCE WITH THE WICOMICO COUNTY WATER AND SEWERAGE PLAN. WATER AND SEWER SERVICES TO BE PROVIDED BY THE CITY OF SALISBURY.
Heather
WICOMICO COUNTY HEALTH DEPARTMENT
9-28-2023
DATE

COMMUNITY WATER AND SEWER WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE.
John R Fleeth
CITY OF SALISBURY
C/O
9/28/2023
DATE

CHESAPEAKE BAY CRITICAL AREA
THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE INTENSELY DEVELOPED AREA (IDA) OF THE CHESAPEAKE BAY CRITICAL AREA. NO DISTURBANCE OF LAND MAY OCCUR WITHOUT A CHESAPEAKE BAY CRITICAL AREA CERTIFICATE OF COMPLIANCE.
Brian Soper
BRIAN SOPER, CITY PLANNER
CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT
SALISBURY, MD 21801
9/28/23
DATE

OWNER'S CERTIFICATION
WE CERTIFY THAT THE REQUIREMENTS OF "REAL PROPERTY SECTION 3-108 OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF THE MONUMENTS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.
Brock E Parker
BROCK E. PARKER, REGISTERED PROFESSIONAL LAND SURVEYOR
LIC. #21193, RENEWAL DATE 01/25/2024
528 RIVERSIDE DRIVE, SALISBURY MD 21804
(410)749-1023
John R Fleeth
OWNER/REPRESENTATIVE: (SIGN & PRINT)
CITY OF SALISBURY
C/O
125 N. DIVISION STREET
SALISBURY, MD 21801
9/28/2023
DATE



REVISIONS		DATE		BY	
08/23/2023	EDR				
07/19/2023	EDR				
08/11/2023	EDR				
08/22/2023	EDR				
09/21/2023	EDR				

RESUBDIVISION

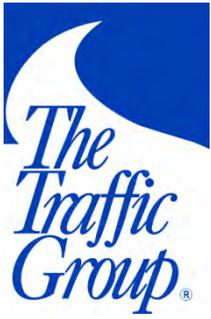
OF PARCELS 1066, 1071 AND 1074-1079

SALISBURY TOWN CENTER

FOR: CITY OF SALISBURY

LOCATION	CITY OF SALISBURY SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND
SCALE	1" = 40'
DATE	06/01/2023
TAX MAP	107
DWG. NO.	S2428 PS-DEDICATION
JOB NO.	S2428
DRAWN BY	EDR
PARCEL	1066, 1071, 1074-1079

PARKER ASSOCIATES, INC.
SURVEYING FORESTRY
ESTABLISHED 1977
SALISBURY, MARYLAND
410-749-1023
CIVIL ENGINEERING INC. SITE PLANNING



August 17, 2023

T. Kevin Carney
Salisbury Town Center Apartments, LLC
11526 Pebblecreek Drive
Timonium, MD 21093

RE: Salisbury Town Center Apartments
City of Salisbury, Maryland
Our Job No.: 2023-0801



A SERVICE DISABLED
VETERAN-OWNED
SMALL BUSINESS

MBE Certified

Charles County
Howard County
Prince George's County

MFD Certified

Montgomery County

Delmarva Region

104 Kenwood Court
Berlin, Maryland 21811
Phone: 443.290.4060
Cell: 410.603.6251

Corporate Office

Baltimore, MD
1.800.583.8411

SOUTH CAROLINA OFFICES

Columbia: 803.422.9965
Rock Hill: 803.693.4216

FIELD OFFICE LOCATIONS

- Arizona
- Arkansas
- Florida
- Maine
- Mississippi
- New York
- North Carolina
- Ohio
- Pennsylvania
- South Carolina
- Texas
- Utah
- Virginia
- West Virginia

Dear Mr. Carney:

We have completed a traffic evaluation of the proposed Salisbury Town Center Mixed Use Development Project to be located on Parking Lots 1, 11, and 15 in the Central Business District of the City of Salisbury, Maryland. The property is bordered by Camden Street, W. Market Street, and N. Circle Street.

The Salisbury Town Center Apartments is a 222-unit luxury apartment building with pedestrian bridges to access the new 450-space public parking garage which will have access to Camden Street and Circle Avenue. A 7,500-square foot commercial building will be located in front of the parking garage.

A site location map is provided as Figure 1. A preliminary concept plan is provided as Figure 1A.

Figure 1. Site Location Map

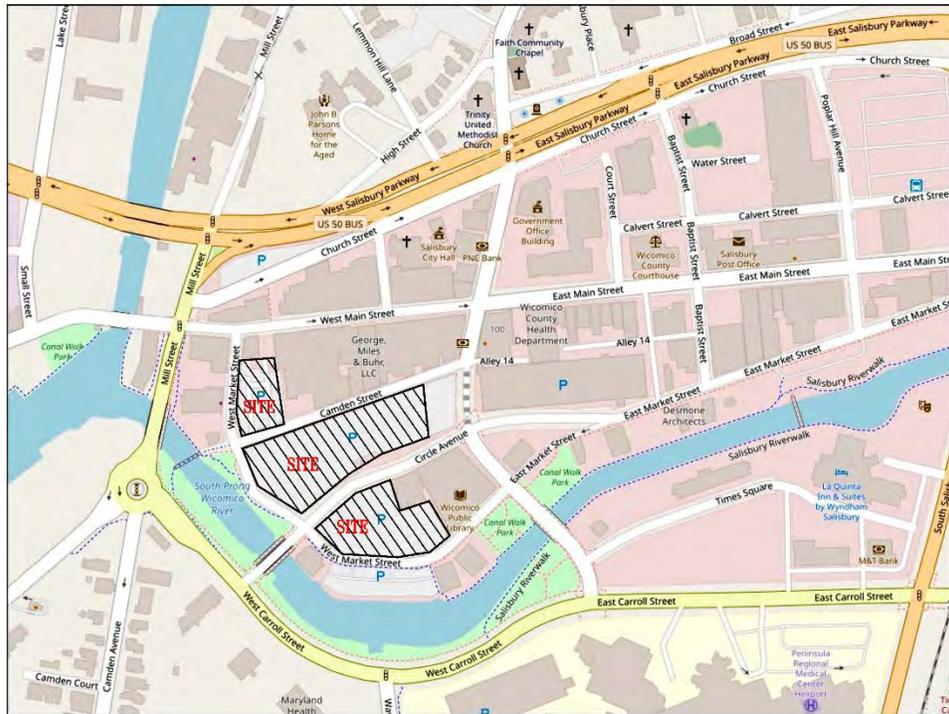


Figure 1A. Preliminary Concept Plan



0 10 20 30 40 50
FOOT
SHEET-2
OVERALL SITE PLAN RENDERING

The ITE Trip Generation Manual (11th Edition) was consulted to determine the number of new vehicle trips which will be added to the surrounding roadway network. The luxury apartments will be marketed to the professional community, specifically medical professionals. The location of the project is within walking and biking distance to the Tidal Health Medical Campus as well as within walking and biking distance to numerous restaurants and shops. Therefore, it is anticipated that many of the vehicular trips projected to be added to the surrounding roadway network will be pedestrian or bicycle trips. Unfortunately, there is no methodology for projecting the mode of travel for a project such as this in the Salisbury area. Therefore, we have assumed that a minimal 10 percent of the projected vehicular trips will be pedestrian or bicycle trips.

The resulting new trips projected to be generated by the apartments and commercial building are provided in Table 1.

Table 1: Trip Generation for Salisbury Town Center Apartments

Trip Rates / Formulae	In/Out %
Multifamily Housing, Mid-Rise (ITE-221, Units)	
AM Peak Hour Trips = 0.44 x Units - 11.61	23/77
PM Peak Hour Trips = 0.39 x Units + 0.34	61/39
Strip Retail Plaza <40 ksf (ITE-822)	
Ln(AM Peak Hour Trips) = 0.66 Ln(ksf) + 1.84	60/40
Ln(PM Peak Hour Trips) = 0.71 Ln(ksf) + 2.72	50/50

TRIP TOTALS	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Multifamily Housing, Mid-Rise (ITE-221, Units)						
222 units	20	66	86	53	34	87
Residential internal trips	0	1	1	8	3	11
10% Pedestrian Reduction ¹	2	7	9	5	3	8
Residential external trips	18	58	76	40	28	68
Strip Retail Plaza <40 ksf (ITE-822)						
7,500 sq.ft.	14	10	24	31	32	63
Retail internal trips	1	0	1	3	8	11
Retail external trips	13	10	23	28	24	52
Total Off-Site New Trips	31	68	99	68	52	120

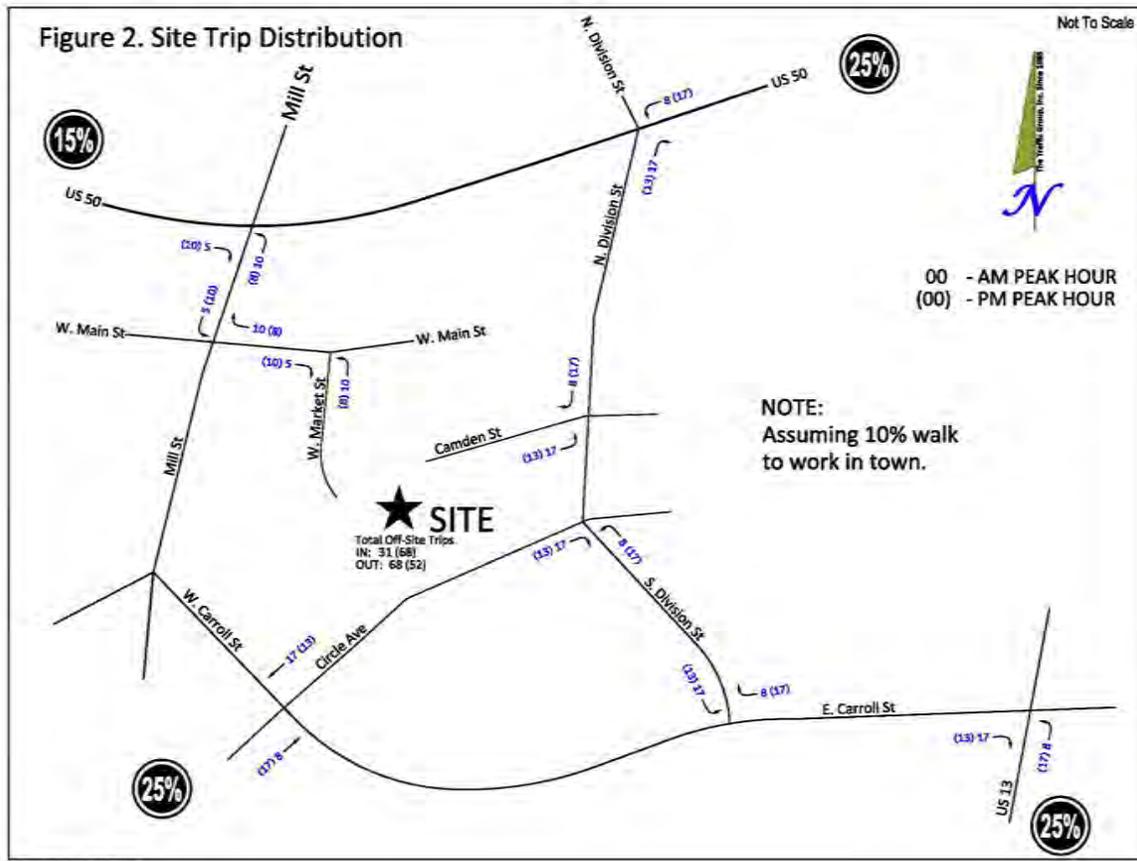
NOTE:

1. Assuming 10% walk to work in town.
2. ITE Trip Generation 11th Edition

Sli, 230801\INITIAL\trips.xlsx-TOTAL, F08/16/23

These new trips were distributed to the surrounding roadway network as illustrated in Figure 1. After deducting the 10% of trips projected to be made on foot or bicycle, the remaining 90% were distributed as follows:

- 25% to the east via US Route 50 Business
- 15% to the west via US Route 50 Business
- 25% to the south via Circle Avenue towards the Tidal Health Medical Center
- 25% to the south via US Route 13 Business towards Salisbury University



As shown on Figure 2, 25 peak hour trips or less will be added to the intersections on the surrounding roadway network. Therefore, the proposed Salisbury Town Center Multi-Use Development Project will not have a negative effect on the surrounding roadway network.

If you have any questions or require additional information, please contact me at (410) 603-6251 or btustin@trafficgroup.com.

Sincerely,

Betty H. Tustin

Betty H. Tustin, P.E., PTOE
Senior Project Manager

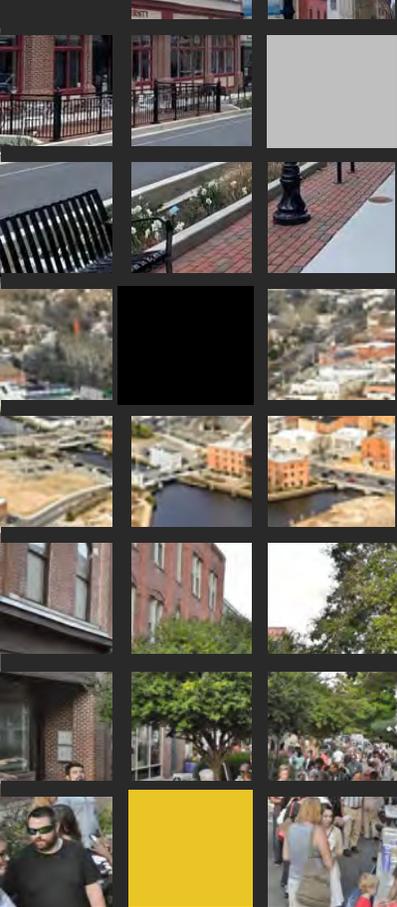
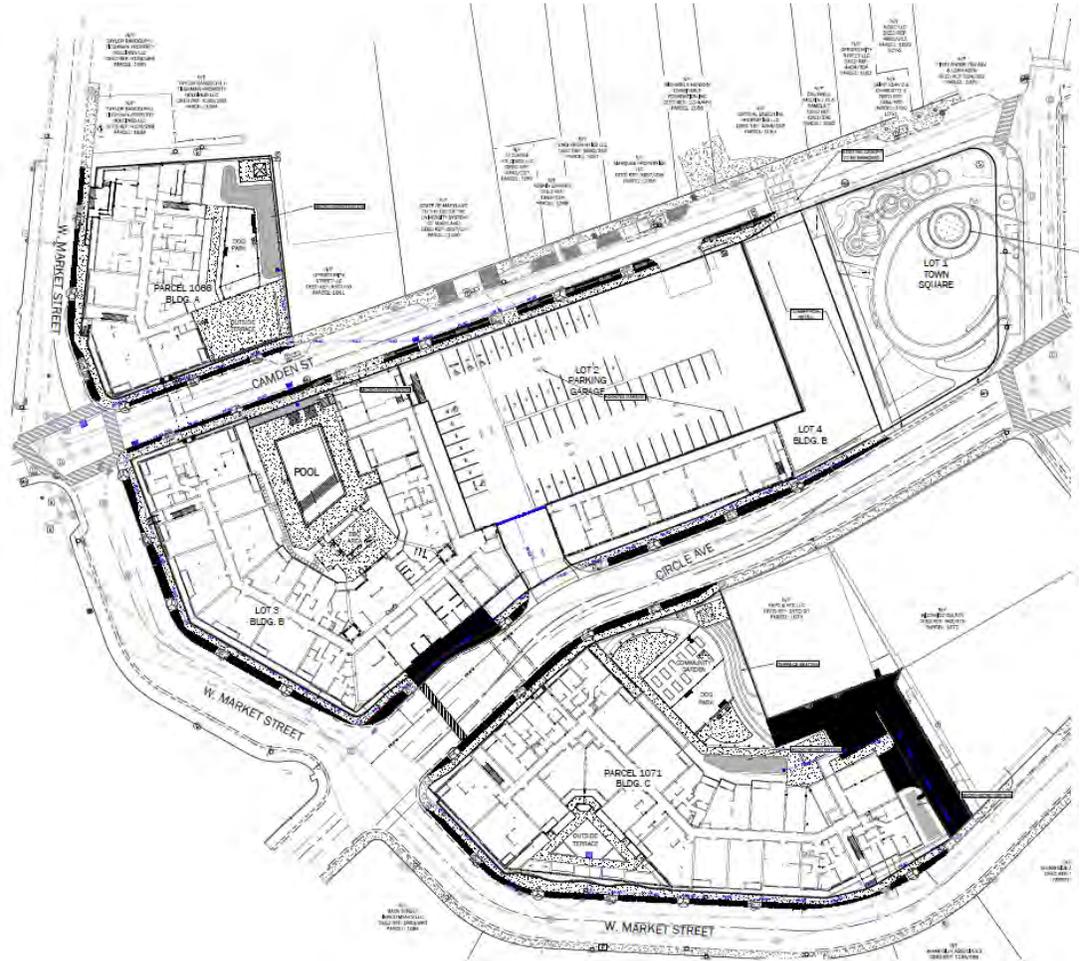
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Salisbury Town Center Development Parking Impact Study

Methodology

- Inventory Parking Supply
- Conduct Hourly Parking Occupancy Counts (Weekday & Saturday)
- Identify Known and Proposed Development Programs
- Model Multi-family Residential Parking Demand
- Model Potential Absorption of Existing Vacant Space
- Layer Development Impact onto Surveyed Condition
- Determine Future Supply of Spaces
- Determine Future Parking Surplus/Deficit

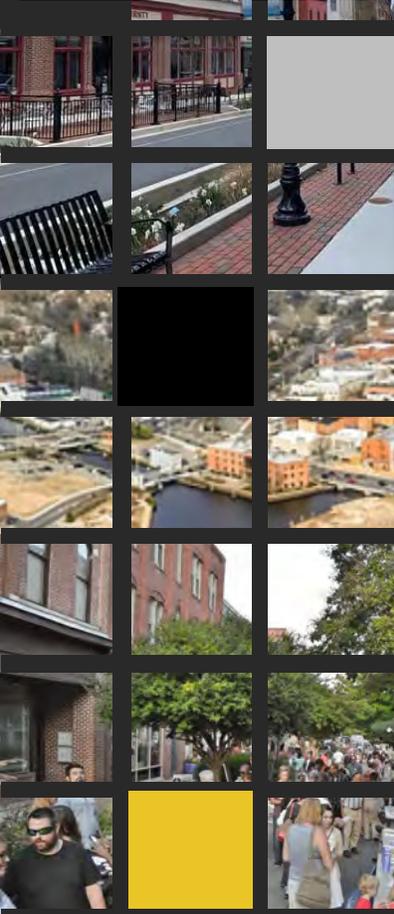
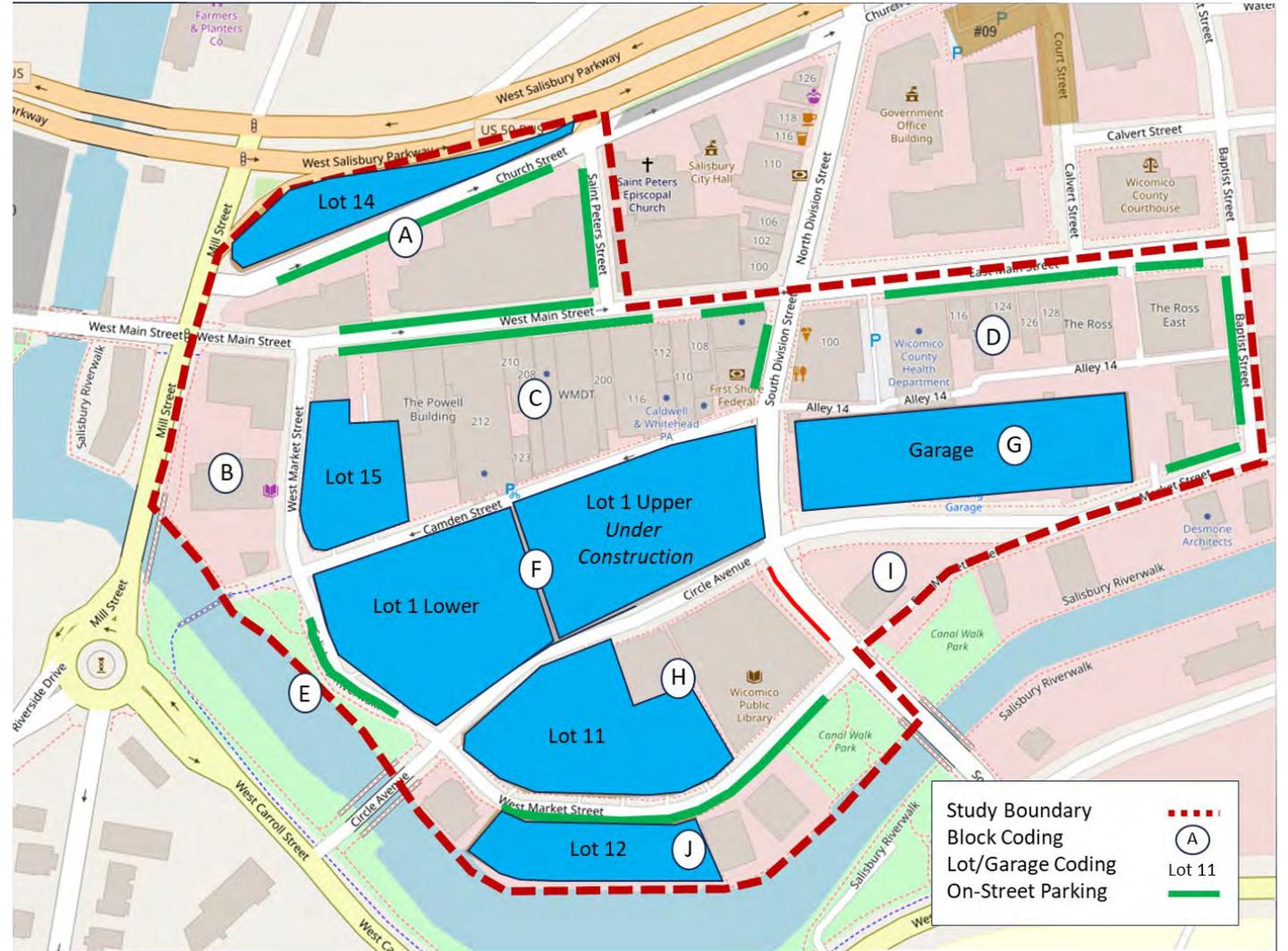




Salisbury Town Center Development Parking Impact Study

Study Area Boundary – Town Center Residential Development Area of Impact

Study area boundary based on presumed acceptable walking distances for Salisbury Town Center residents and their guests/visitors (800 ft /2.5 minute walk)





Salisbury Town Center Development Parking Impact Study

Parking Inventory and Weekday Parking Occupancy Counts (Thursday 10/11/23)

- Inventory of spaces does not include Lot #1 Upper as it was closed to construction and contractor parking activity
- Of the 1,234 public on- and off-street spaces within the study area only 614 (50%) were occupied during the peak 11AM period.
- The city's 703 space garage was also underutilized as peak occupancy equaled 358 (51%).
- The parking activity curve appears to be driven by "9 to 5" office workers.

Block Code	Lot/Block Face	Capacity	Number of Occupied Spaces												
			8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM
A	East	7	5	5	4	5	4	2	2	1	3	4	4	3	3
	North	14	5	3	5	9	9	9	14	14	14	14	14	14	14
	South	14	2	7	8	8	7	5	6	6	7	7	6	6	4
	Lot #4	63	7	27	52	54	55	56	54	53	51	57	62	60	59
C	North	14	9	12	14	14	14	14	14	14	13	13	12	11	12
	East	3	1	2	2	3	2	1	1	3	3	3	3	3	3
	Lot #15	49	8	15	22	15	14	12	11	8	12	22	32	26	13
D	North	11	6	10	11	9	8	7	7	5	6	9	11	10	5
	East	6	0	1	0	0	1	1	2	0	0	0	0	0	0
E	East	12	1	0	3	1	2	2	3	0	1	1	0	0	0
	Lot #1 Upper ⁽¹⁾	0	3	3	4	3	3	3	1	0	0	0	0	0	0
F	Lot #1 Lower	124	43	73	70	79	78	76	78	76	74	62	49	24	30
	Garage	703	330	329	344	358	348	337	308	310	269	208	147	114	106
G	South	2	0	0	0	1	1	0	0	1	0	0	0	0	0
	East	4	0	0	6	3	4	4	2	2	4	4	4	0	0
H	Lot #11	130	18	29	43	43	46	48	45	43	49	47	44	23	25
	North	17	2	1	1	4	4	4	0	0	3	4	4	4	2
J	Lot #12	61	4	5	6	5	7	9	10	10	6	11	15	9	8
	Off-street Subtotal	1,130	413	481	541	557	551	541	507	500	461	407	349	256	241
On-Street Subtotal		104	31	41	54	57	56	49	51	46	54	59	58	51	43
Total		1,234	444	522	595	614	607	590	558	546	515	466	407	307	284
			36%	42%	48%	50%	49%	48%	45%	44%	42%	38%	33%	25%	23%

(1) Lot #01 Upper lot which normally has 191 spaces was closed due to construction and construction staging activity. Some spaces were accessible but were restricted to contractors.

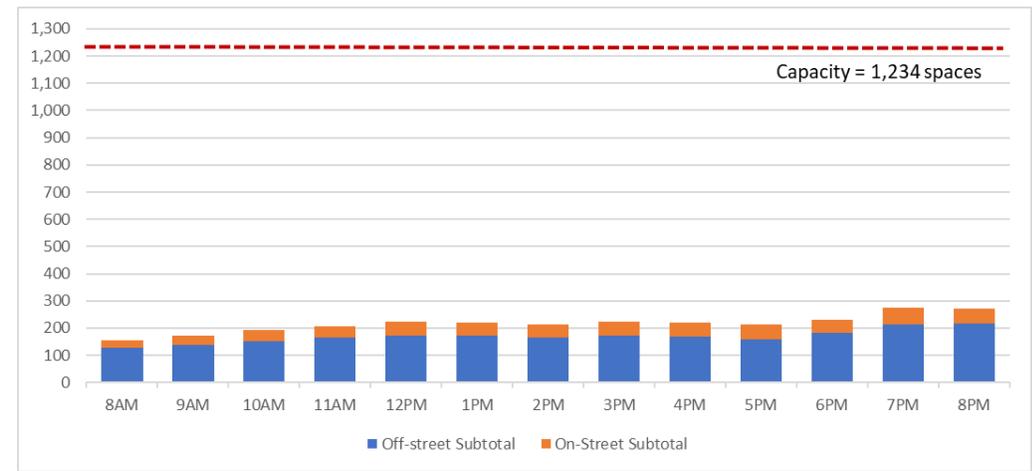


Salisbury Town Center Development Parking Impact Study

Parking Inventory and Saturday Parking Occupancy Counts (10/14/23)

Block Code	Lot/Block Face	Capacity	Number of Occupied Spaces												
			8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM
A	East	7	3	2	3	2	4	3	2	3	4	4	5	5	5
	North	14	5	7	9	5	10	11	12	14	12	14	13	14	14
	South	14	5	5	6	7	7	6	5	6	10	8	7	14	8
	Lot #4	63	7	10	10	13	18	21	24	25	22	25	28	56	57
C	North	14	6	10	11	9	14	13	12	14	10	14	11	14	14
	East	3	2	2	1	0	2	3	3	3	3	3	3	3	3
	Lot #15	49	13	14	17	16	13	14	14	19	13	16	19	20	24
D	North	11	6	6	6	10	7	8	8	8	8	9	9	8	7
	East	6	0	0	0	0	1	1	1	1	2	2	1	2	2
E	East	12	0	0	0	0	0	0	0	0	0	0	0	0	0
F	Lot #1 Upper ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Lot #1 Lower	124	22	24	22	20	24	25	25	28	26	21	18	23	27
G	Garage	703	81	81	80	87	82	75	68	66	80	77	87	85	87
	South	2	0	0	1	1	0	1	1	0	0	0	0	1	0
H	East	4	0	0	3	3	3	4	4	2	3	0	0	0	0
	Lot #11	130	3	9	22	26	25	26	27	27	25	14	20	19	17
J	North	17	0	0	0	2	1	1	0	1	0	2	2	0	1
	Lot #12	61	2	1	1	5	12	10	7	6	3	4	9	12	6
Off-street Subtotal		1,130	128	139	152	167	174	171	165	171	169	157	181	215	218
On-Street Subtotal		104	27	32	40	39	49	51	48	52	52	56	51	61	54
Total		1,234	155	171	192	206	223	222	213	223	221	213	232	276	272
			13%	14%	16%	17%	18%	18%	17%	18%	18%	17%	19%	22%	22%

- Of the 1,234 public on- and off-street spaces within the study area only 276 (22%) were occupied during the peak 7PM period.
- The city's 703 space garage was also underutilized at this hour as peak occupancy equaled only 85 spaces (12%).

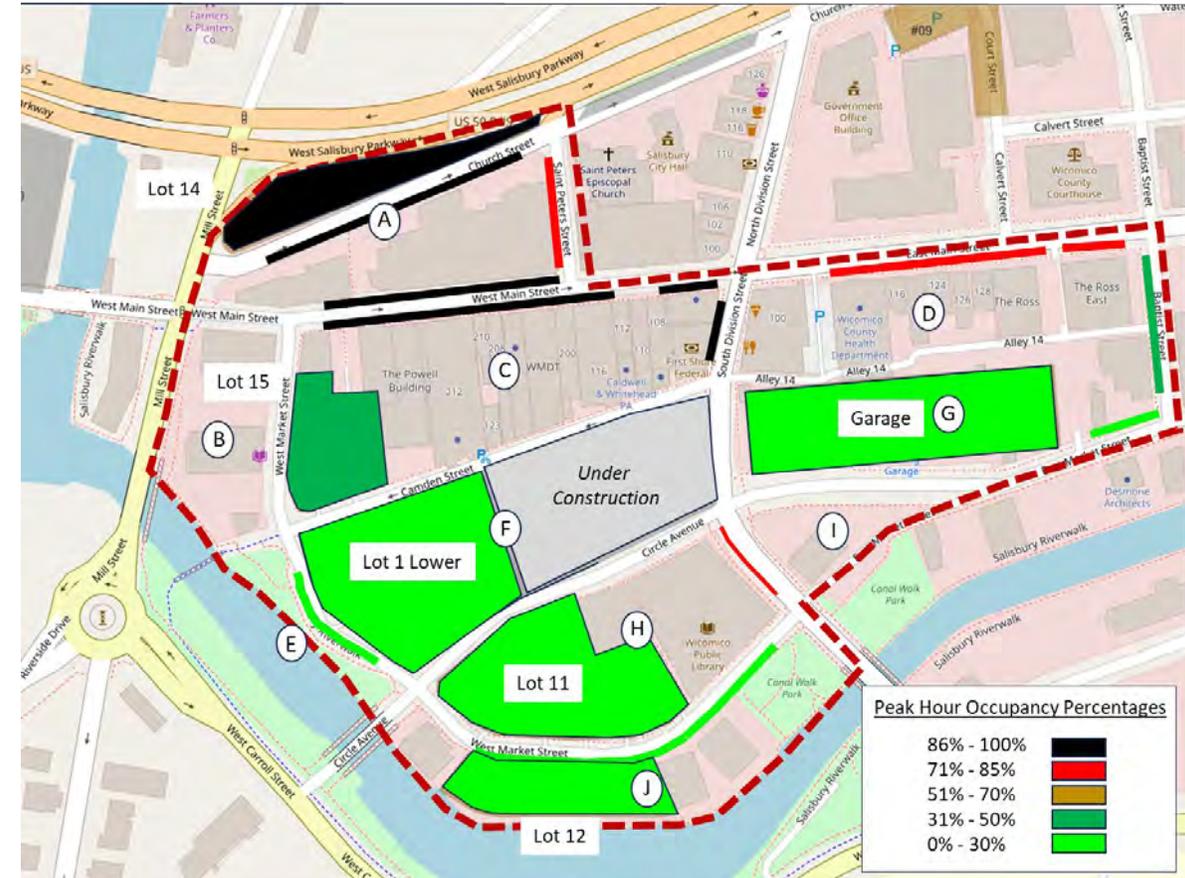
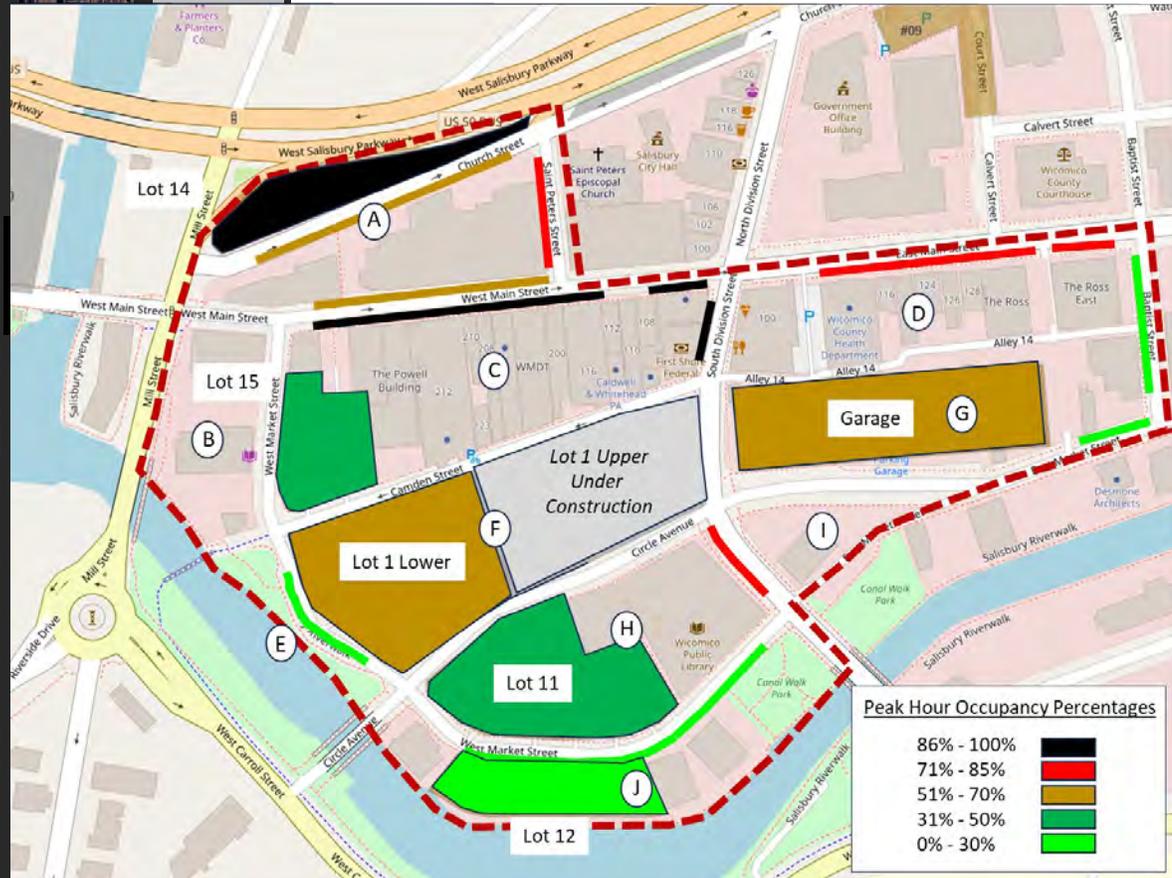


Salisbury Town Center Development Parking Impact Study

Existing Weekday and Saturday Peak Hour Parking Occupancy Percentages

Weekday Peak Hour (11AM) Occupancy

Saturday Peak Hour (7PM) Occupancy



Salisbury Town Center Development Parking Impact Study

Current Weekday and Weekend Day Inventory, Peak Hour Parking Utilization, and Resulting Parking Surplus or Deficit

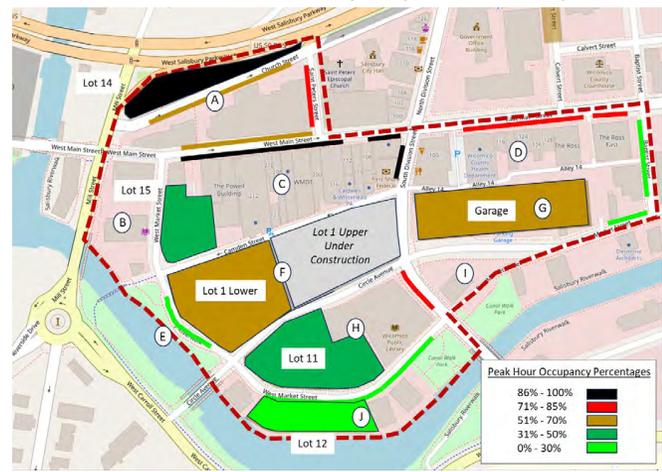
Weekday Peak Hour (11AM) Occupancy

Lot/Garage Code	Capacity	Practical Capacity ⁽¹⁾	Peak Occupancy	Practical Surplus or Deficit
Off-Street				
Lot #1 Upper ⁽¹⁾	0	0	3	-3
Lot #1 Lower	124	112	79	33
Lot #4	63	57	54	3
Lot #11	130	117	43	74
Lot #12	61	55	5	50
Lot #15	49	44	15	29
Garage	703	633	358	275
Off-Street Subtotal	1,130	1,017	557	460
On-Street Subtotal	104	94	57	37
Total	1,234	1,111	614	497

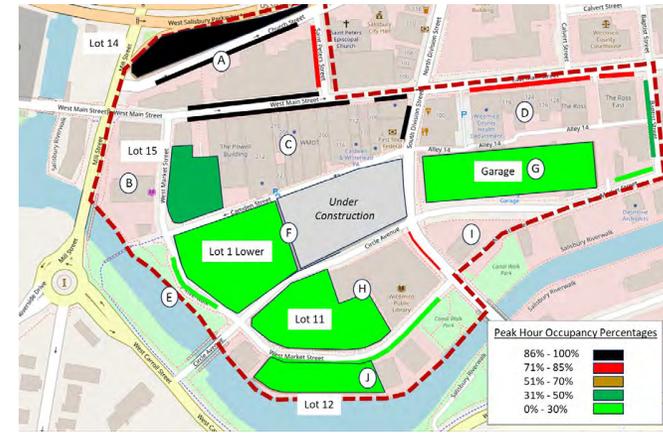
Saturday Peak Hour (7PM) Occupancy

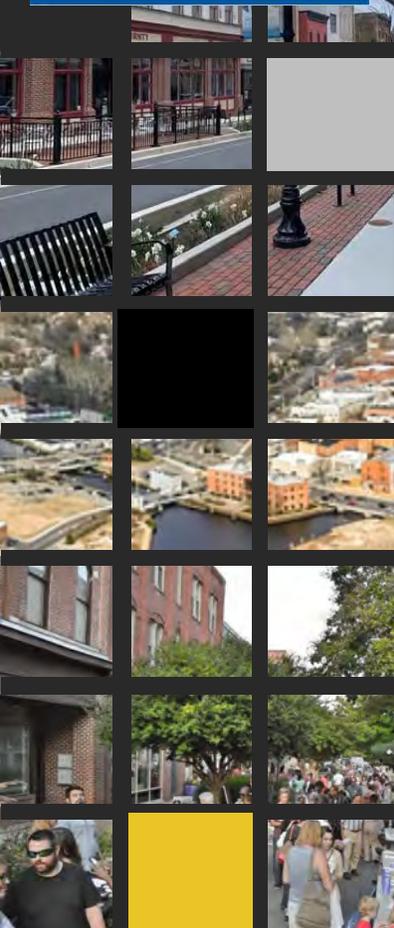
Lot/Garage Code	Capacity	Practical Capacity ⁽¹⁾	Peak Occupancy	Practical Surplus or Deficit
Off-Street				
Lot #1 Upper ⁽¹⁾	0	0	0	0
Lot #1 Lower	124	112	23	89
Lot #4	63	57	56	1
Lot #11	130	117	19	98
Lot #12	61	55	12	43
Lot #15	49	44	20	24
Garage	703	633	85	548
Off-Street Subtotal	1,130	1,017	215	802
On-Street Subtotal	104	94	52	42
Total	1,234	1,111	267	844

- (1) Reflects 90% of the actual capacity
- (2) This lot was closed due to construction activity. Only contractors were permitted.



- (1) Reflects 90% of the actual capacity
- (2) This lot was closed due to construction activity. Only contractors were permitted.





Salisbury Town Center Development Parking Impact Study

Town Center Residential Development Program and Potential Absorption of Presently Vacant yet Viable Commercial Square Footage

Town Center Multi-family Residential Development Program

Units	Building			Total Units
	A	B	C	
1 Bedroom	20	33	44	97
2 Bedroom	10	63	30	103
3 Bedroom	4	7	11	22
Total	34	103	85	222

Source: Gillis Gilkerson, LLC - Unit Matix



Existing Vacant but Occupiable Building Square Feet ⁽¹⁾

Block	Total Density	Percentage Vacant	Total Occupiable
A	142,700	20%	27,858
B (2)	31,650	8.69%	2,750
C	233,350	4.18%	9,750
D	71,100	0.00%	0
Total	478,800	---	40,358

(1) Source: NAI Costal



At present (10/12/23), there are 225 available beds in The Ross and the vacant building absorption analysis presumes 70%/15%/15% split between office, retail, and restaurant.

Salisbury Town Center Development Parking Impact Study

Estimated Hourly Weekday Parking Demand Generated by Town Center Residential and Potential Absorption of Vacant Building Square Feet



ULI/NPA Shared Use Base Parking Demand Ratios ⁽¹⁾

Land Use Type	Demand Ratios	
	Weekday	Weekend Day
Residential ⁽²⁾		
1 Bedroom	0.9	0.9
2 Bedrooms	1.65	1.65
3+ Bedrooms	2.5	2.5
Visitor	0.1	0.15
Office		
Employee	3.15	0.36
Visitor	0.25	0.03
Retail		
Employee	0.7	0.8
Customer	2.9	3.2
Restaurant ⁽³⁾		
Employee	2.25	2.5
Customer	13.25	15.25

Land Use Type & User Group	Max Demand	Weekday Hourly Parking Accumulation Patterns																				
		6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM		
Town Center Multi-family Residential Residential ⁽²⁾																						
Resident	312	296	250	211	172	156	140	125	125	125	125	140	156	187	218	250	265	296	303	312		
Visitor	22	0	2	4	4	4	4	4	4	4	4	4	9	13	22	22	22	22	18	11		
Subtotal	334	296	252	215	176	160	145	129	129	129	129	145	165	200	240	272	287	318	320	323		
The Ross Student Market Housing (1) Residential																						
Resident	214	203	171	144	118	107	96	86	86	86	86	96	107	128	150	171	182	203	208	214		
Visitor	7	0	1	1	1	1	1	1	1	1	1	3	4	7	7	7	7	7	6	4		
Subtotal	221	203	172	146	119	108	98	87	87	87	87	98	110	133	157	178	189	210	213	218		
Absorption of Vacant Buildings Office																						
Employee	89	3	13	44	80	89	89	76	76	85	85	76	53	22	13	4	3	1	0	0		
Visitor	7	0	0	1	4	7	3	1	3	7	3	1	1	0	0	0	0	0	0	0		
Retail																						
Employee	4	0	1	1	2	3	4	4	4	4	4	4	4	4	4	4	4	3	2	1	0	
Customer	18	0	1	3	6	11	13	18	18	17	15	15	16	14	11	8	3	1	0	0		
Restaurant ⁽³⁾																						
Employee	14	0	3	7	10	12	12	12	12	12	10	10	14	14	14	14	14	14	14	12	5	
Customer	80	0	0	0	0	12	32	60	60	52	32	40	60	76	80	80	80	76	60	20		
Residential																						
Resident	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	
Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	214	5	19	58	104	135	155	172	174	177	150	147	148	134	127	115	109	97	75	27		
Total	769	505	443	419	399	404	397	388	390	394	366	390	423	467	524	565	585	626	609	567		

(1) Source: ULI/NPA Shared Parking, 3rd Edition
 (2) References ULI/NPA Suburban Ratio
 (3) Fine/casual dining

Industry standards suggest a 0.9 per one bedroom as the residential parking demand ratios. Research into The Ross and the number of occupied beds and city-used parking access credentials equals 0.85 passes per bed.



Salisbury Town Center Development Parking Impact Study

Estimated Hourly Saturday Parking Demand Generated by Town Center Residential and Potential Absorption of Vacant Building Square Feet



ULI/NPA Shared Use Base Parking Demand Ratios ⁽¹⁾

Land Use Type	Demand Ratios	
	Weekday	Weekend Day
Residential ⁽²⁾		
1 Bedroom	0.9	0.9
2 Bedrooms	1.65	1.65
3+ Bedrooms	2.5	2.5
Visitor	0.1	0.15
Office		
Employee	3.15	0.36
Visitor	0.25	0.03
Retail		
Employee	0.7	0.8
Customer	2.9	3.2
Restaurant ⁽³⁾		
Employee	2.25	2.5
Customer	13.25	15.25

Land Use Type & User Group	Max Demand	Weekend Day Hourly Parking Accumulation Patterns																			
		6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	
Town Center Multi-family Residential Residential ⁽²⁾																					
Resident	312	281	265	250	234	218	215	212	209	206	172	187	172	156	172	203	234	265	281	312	
Visitor	33	0	7	7	7	7	7	7	7	7	7	7	13	20	33	33	33	26	17		
Subtotal	345	281	272	256	241	225	222	219	216	213	178	194	185	176	205	236	267	298	307	329	
The Ross Student Market Housing (1) Residential																					
Resident	214	193	182	171	161	150	148	146	143	141	118	128	118	107	118	139	161	182	193	214	
Visitor	11	0	2	2	2	2	2	2	2	2	2	2	4	7	11	11	11	11	9	6	
Subtotal	225	193	184	173	163	152	150	148	146	143	120	131	122	114	129	150	172	193	201	220	
Absorption of Vacant Buildings																					
Office																					
Employee	10	0	2	6	8	9	10	9	8	6	4	2	1	1	0	0	0	0	0	0	
Visitor	1	0	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	
Retail																					
Employee	5	0	1	2	4	4	5	5	5	5	5	5	4	4	4	3	2	1	0	0	
Customer	19	0	1	6	10	14	17	18	19	19	18	17	15	15	14	13	10	6	2	0	
Restaurant ⁽³⁾																					
Employee	15	0	3	5	9	11	11	11	11	11	11	11	15	15	15	15	15	15	13	8	
Customer	92	0	0	0	0	0	14	46	51	42	42	42	55	83	88	92	83	83	83	46	
Residential																					
Resident	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	
Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	145	2	9	20	33	40	60	92	96	85	82	79	93	118	121	125	112	108	100	56	
Total	715	476	465	450	436	417	431	458	458	441	380	403	400	408	455	511	551	599	609	604	

(1) Source: ULI/NPA Shared Parking, 3rd Edition
 (2) References ULI/NPA Suburban Ratio
 (3) Fine/casual dining

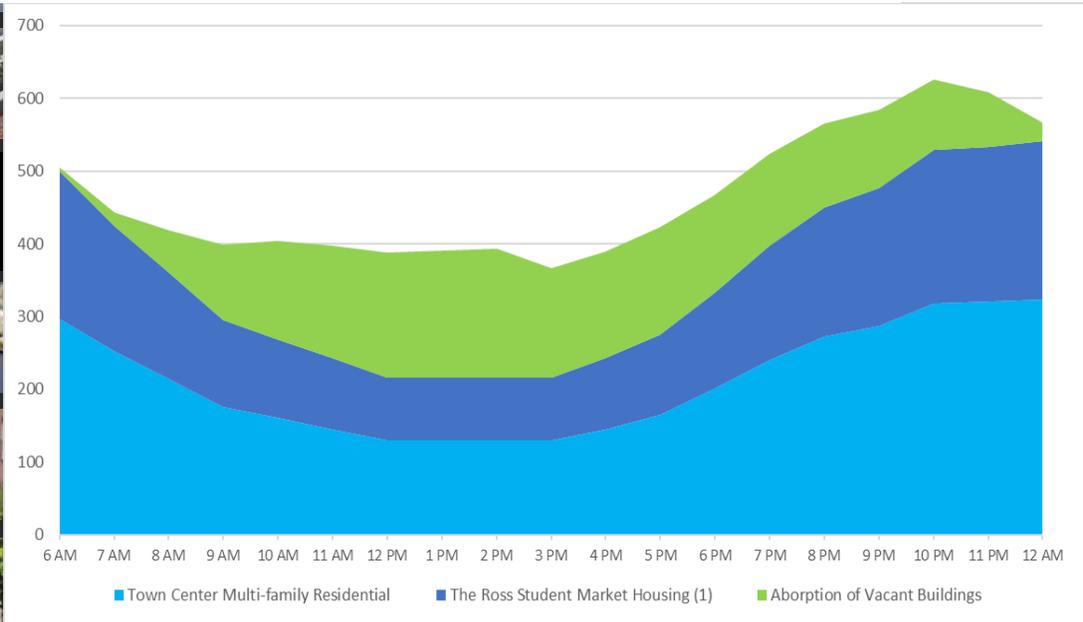
Independently, the combined max parking demand generated by future development equals 715 spaces. However, presuming shared parking management, the actual combined peak hour demand equals only 609 spaces (11PM).



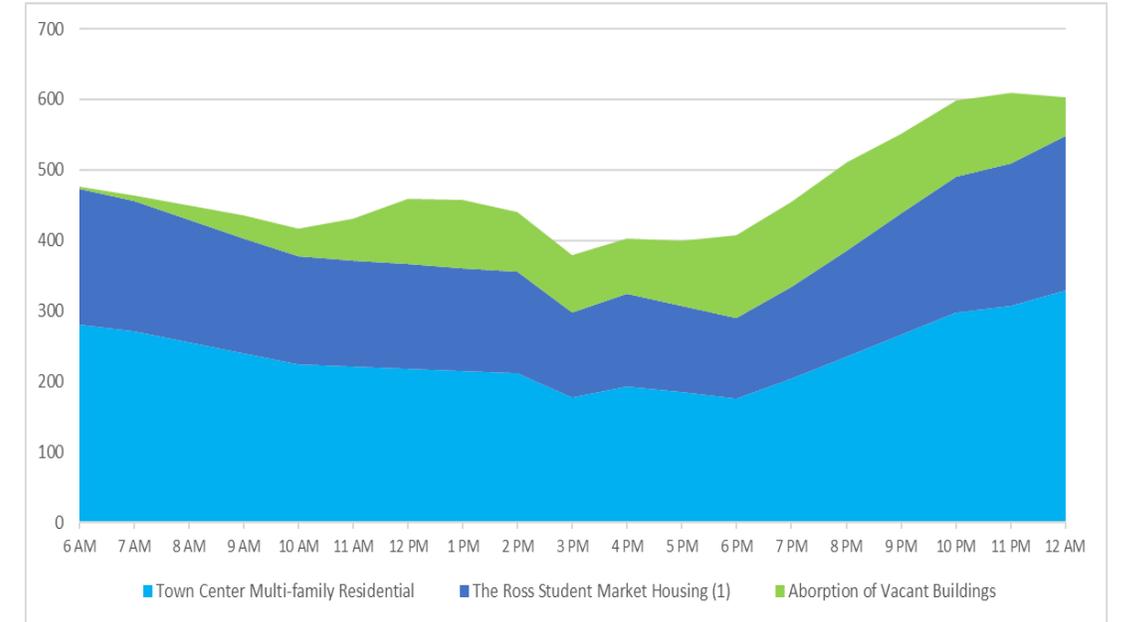
Salisbury Town Center Development Parking Impact Study

Estimated Hourly Weekday and Saturday Parking Demand Generated by Town Center Residential and Potential Absorption of Vacant Building Square Feet

Weekday Development & Absorption Hourly Parking Accumulation



Saturday Development & Absorption Hourly Parking Accumulation

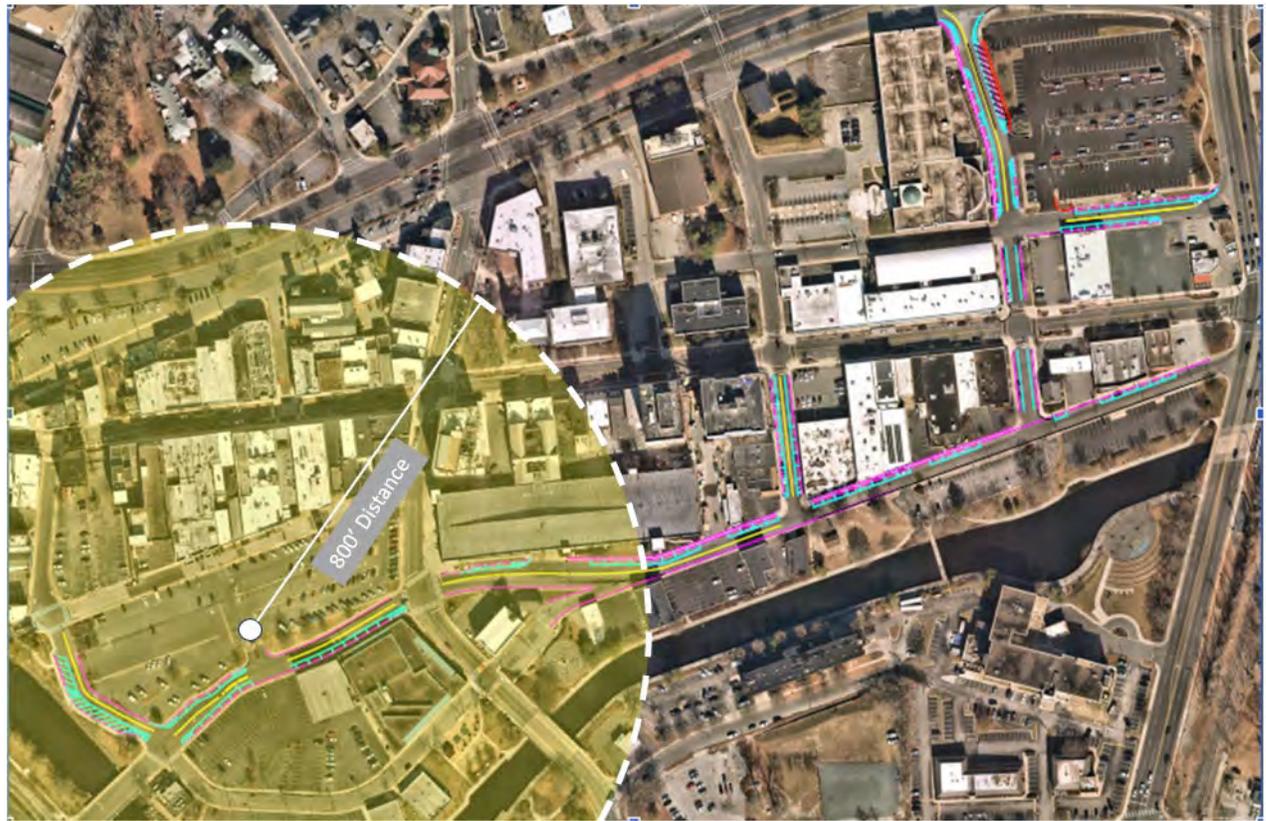


Estimates of hourly parking demand by development activity will be layered over the results of the assessment of existing conditions adjusting for anticipated losses and gains in parking inventory.

Salisbury Town Center Development Parking Impact Study

Anticipated Loss and Gain in Public Parking Capacity within the Study Area Boundary

City of Salisbury Downtown On-Street Parking Plan



Condition	Space Type	# of Spaces
Current	Off-Street	1,130
	On-Street	104
	Total Current	1,234
Parking Losses		
	Lot #1 Lower	124
	Lot #1 Upper ⁽¹⁾	0
	Lot #11	130
	Lot #15	49
	Total Losses	303
Parking Gains		
	New On-Street	20
	New Garage	450
	Total Gains	470
Revised Supply		
	Off-Street	1,277
	On-Street	124
	Revised Total	1,401

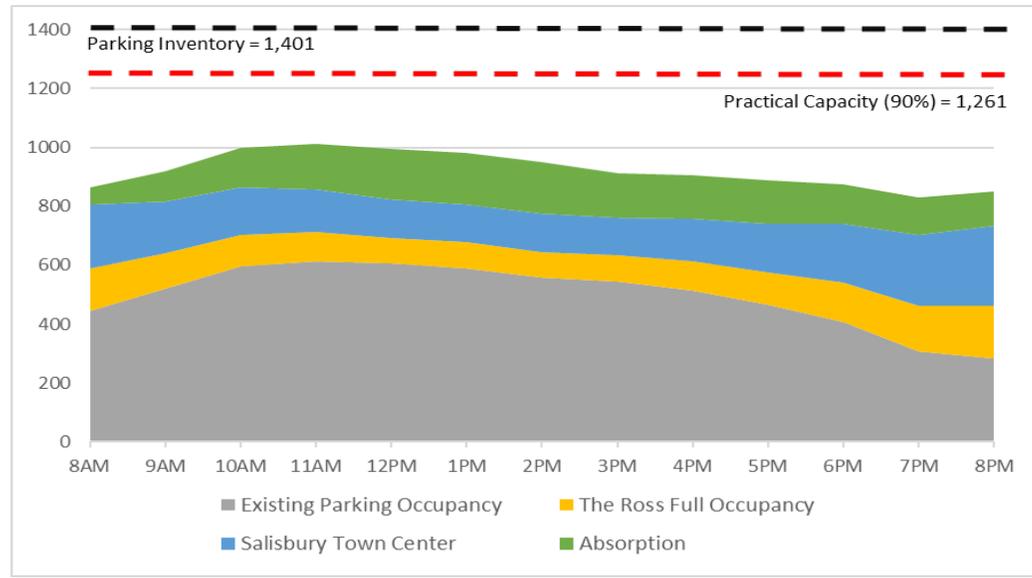
(1) Capacity of Lot #1 Upper was not included in the initial parking inventory due to construction activity

Adjusted parking capacity increases from 1,234 to 1,401 with new garage and additional on-street spaces. City parking plan anticipates 100 additional curbside spaces but analysis does not include new spaces west of Baptist Street given anticipated acceptable walking distances from Salisbury Town Center site.

Salisbury Town Center Development Parking Impact Study

Existing Weekday Parking Utilization, Future Development Demand, and Total Future Demand

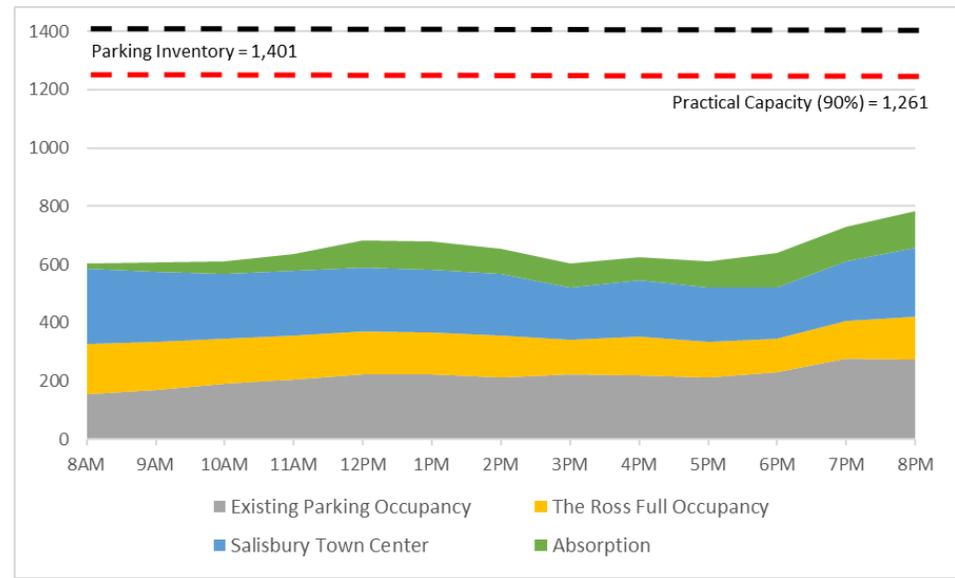
	User Group	Number of Occupied Spaces												
		8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM
Existing Parking Occupancy														
Off-street Subtotal	---	413	481	541	557	551	541	507	500	461	407	349	256	241
On-Street Subtotal	---	31	41	54	57	56	49	51	46	54	59	58	51	43
Total Existing Condition	---	444	522	595	614	607	590	558	546	515	466	407	307	284
Total Future Development Demand														
Permit		409	383	368	343	303	303	312	310	328	335	357	401	444
Visitors/Hourly		10	16	35	54	85	87	81	56	62	87	110	123	121
Subtotal		419	399	404	397	388	390	394	366	390	423	467	524	565
Existing Occupancy Plus Future Demand														
Off-Street Use/Permit Demand		822	864	909	900	854	844	819	810	789	742	706	657	685
On-Street Use/Hourly Demand		41	57	89	111	141	136	132	102	116	146	168	174	164
Total Occupancy Plus Future Demand		863	921	999	1,011	995	980	952	912	905	889	874	831	849



Salisbury Town Center Development Parking Impact Study

Existing Saturday Parking Utilization, Future Development Demand, and Total Future Demand

	User Group	Number of Occupied Spaces												
		8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM
Existing Parking Occupancy														
Off-street Subtotal	---	128	139	152	167	174	171	165	171	169	157	181	215	218
On-Street Subtotal	---	27	32	40	39	49	51	48	52	52	56	51	61	54
Total Existing Condition	---	155	171	192	206	223	222	213	223	221	213	232	276	272
Total Future Development Demand														
Permit		437	419	396	393	387	380	373	313	337	316	290	320	373
Visitors/Hourly		13	17	21	39	72	77	68	67	66	84	117	134	138
Subtotal		450	436	417	431	458	458	441	380	403	400	408	455	511
Existing Occupancy Plus Future Demand														
Off-Street Use/Permit Demand		565	558	548	560	561	551	538	484	506	473	471	535	591
On-Street Use/Hourly Demand		40	49	61	78	121	128	116	119	118	140	168	195	192
Total Occupancy Plus Future Demand		605	607	609	637	681	680	654	603	624	613	640	731	783



Salisbury Town Center Development Parking Impact Study

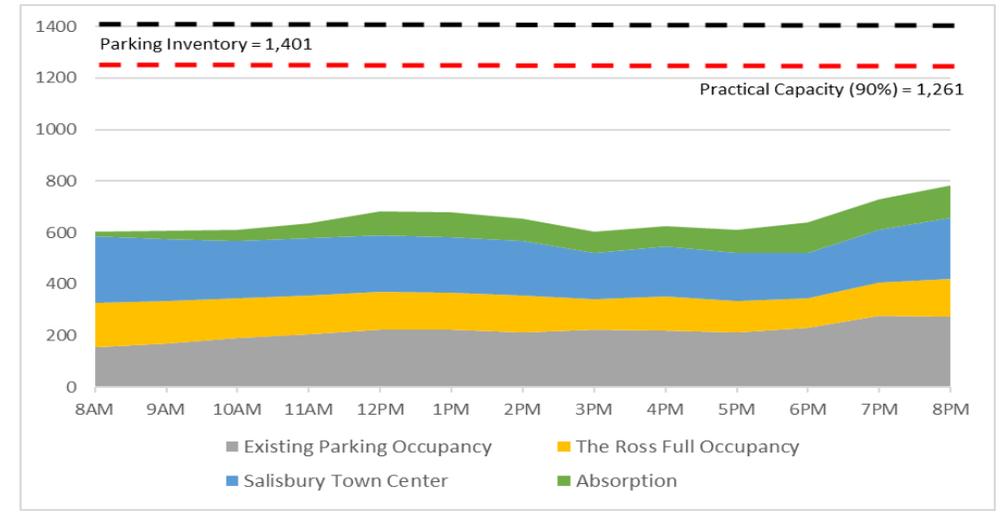
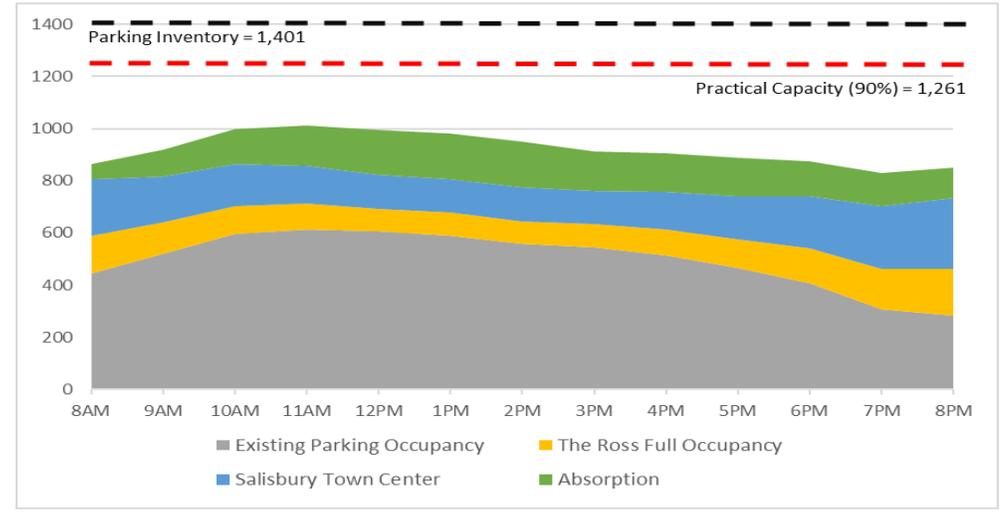
Future Weekday and Saturday Parking Surplus/Deficit within Study Area Boundary

Supply/Demand Components	Weekday 11AM	Saturday 8PM
Future Parking Supply	1,401	1,401
Practical Capacity ⁽¹⁾	1,261	1,261
Existing Peak Parking Utilization	614	272
The Ross Remaining Units	98	150
Salisbury Town Center	145	236
Absorption of Vacant Buildings	155	125
Resulting Parking Surplus/Deficit	250	478

(1) Represents 90% of the actual inventory of spaces.

Even when considering practical capacity limits, there would be an estimated surplus of 250 spaces during the weekday peak hour and a 478 spaces surplus during the peak hour on a Saturday.

Note that with increased residential development, the study area peak hour shifted from 7PM to 8PM.



Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

August 3, 2023

Mr. Brian Soper, City Planner
Department of Infrastructure & Development
City of Salisbury
125 North Division St. Room 202
Salisbury, MD 21801

Re: Salisbury Town Center (TM 107, Parcels 1066, 1071, 1074-1079, B 14, 20, 21)
Local Case # 22-033

Dear Mr. Soper:

Thank you for submitting the preliminary site plan for the above-referenced project. The applicant is proposing to redevelop an existing parking lot to construct mixed use buildings, including a parking garage. The 4.04-acre project site is located entirely within the Intensely Developed Area (IDA) and partially within the City's Buffer Management Area (BMA). The limit of disturbance is 4.04 acres. After reviewing the plans, our office has the following comments:

1. The site plan states the mitigation requirements are as follows: total mitigation for proposed lot coverage in the BMA is 6,782 square feet (sf). Mitigation is proposed to be fulfilled through the onsite plantings 34 native trees. A landscaping/planting plan must be approved by the City before any permits can be issued.
2. The applicant proposes to remove 0.47 acres of impervious surface as part of the project that will be restabilized and reseeded, resulting in an overall reduction in impervious surface. The applicant also proposes to install a microbirention facility onsite. These two best management practices will meet the phosphorus reduction requirement for the proposed project.

Thank you for the opportunity to provide additional comments. If you have any questions, please don't hesitate to contact me at 410.260.3462 or michael.grassmann@maryland.gov.

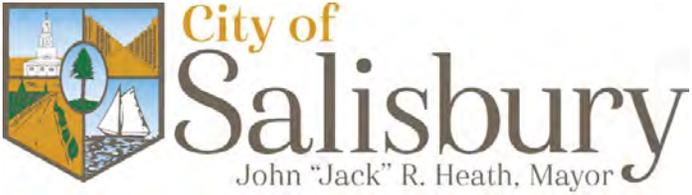
Sincerely,

A handwritten signature in black ink, appearing to read "Michael Grassmann", written over a light blue horizontal line.

Michael Grassmann
Natural Resources Planner

SA 0258-23

ATTACHMENT 8



MEMORANDUM

To: Jessica Crenshaw, Senior Associate Planner
From: Eric Cramer, Fire Marshal
Date: January 2, 2023
Re: **Salisbury Town Center**

The Site Plan for the Salisbury Town Center project was reviewed by my office to ensure compliance with the City of Salisbury Fire Prevention Code as well as to ensure that the Fire Department will be able to provide a safe, effective, and efficient response to the area in the event of an emergency. At this time, we have no concerns that need to be addressed. Comments may be required as the project progresses.

Please feel free to reach out to me if you need anything else.

AMENDED AND RESTATED LAND DISPOSITION AGREEMENT

THIS AMENDED AND RESTATED LAND DISPOSITION AGREEMENT (“**Agreement**”) is entered into this 20th day of June, 2023, being that certain date that this Agreement is fully executed by all Parties hereto and is fully and finally approved and adopted by the City Council for the City of Salisbury, Maryland (said date is hereinafter referred to as the “**Effective Date**”), by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”), and *Salisbury Town Center Apartments, LLC*, a Maryland limited liability company validly registered to do business in the State of Maryland (“**Developer**”) (the City and Developer are hereinafter referred to collectively as the “**Parties**”). **WITNESSETH:**

RECITALS

WHEREAS, the City is the owner of all that certain real property identified as (i) Map 0107, Parcel 1071 (Maryland Tax Account No. 09-061002) (“**Lot 1**”), (ii) Map 0107, Parcels 1074 -1079 (Maryland Tax Account Nos. 09-060987; 09-061029; 09-055215; 09-055207; 09-057994; and, 09-057986) (hereinafter referred to collectively as “**Lot 11**”), and (iii) Map 0107, Parcel 1066 (Maryland Tax Account No. 09-052534) (“**Lot 15**”);

WHEREAS, by the majority vote of the Council of the City of Salisbury (the “**City Council**”), at the October 28, 2002 Regular Meeting of the City Council, the City declared Lot 1 and Lot 11 to be surplus property;

WHEREAS, by the majority vote of the City Council at the November 22, 2021 Regular Meeting of the City Council, the City declared Lot 15 to be surplus property;

WHEREAS, for purposes of the Salisbury Town-Center Project (as defined herein) to be developed and constructed by Developer as set forth herein, and all transactions between the Parties arising from or relating to Developer’s planned development and/or construction of the Salisbury Town-Center Project as contemplated by this Agreement, the City desires to resubdivide Lot 1, Lot 11 and Lot 15 into Six (6) new, reconfigured lots and parcels of land identified as “Lot 1”, “Lot 2”, “Lot 3”, “Lot 4” “New Parcel 1066” and “New Parcel 1071” as shown on the “Resubdivision Plat for Parcels 1066, 1071 and 1074-1079” attached hereto and incorporated herein as **Exhibit A** (the “**Resubdivision Plat**”) (for purposes of this Agreement: “Lot 1” as shown on the Resubdivision Plat is hereinafter referred to as the “**Unity Square Lot**”; “Lot 2” as shown on the Resubdivision Plat is hereinafter referred to as the “**Parking Garage Lot**”; “Lot 3”, “Lot 4”, “New Parcel 1066” and “New Parcel 1071” as shown on the Resubdivision Plat are hereinafter referred to collectively as the “**Sby Town-Center Lots**”; and, “Lot 1”, “Lot 2”, “Lot 3”, “Lot 4”, “New Parcel 1066” and “New Parcel 1071” as shown on the Resubdivision Plat are hereinafter referred to collectively as the “**Sby Property**”);

WHEREAS, subject to the terms and conditions set forth in this Agreement, the City desires sell to Developer, and Developer desires to purchase from the City, the Sby Town-Center Lots, as shown on the Resubdivision Plat attached hereto and incorporated herein as **Exhibit A**, for the express purpose of Developer’s development and construction thereon of: (i) Three (3) Four (4) story buildings which, as planned by Developer, shall consist of approximately Two Hundred Twenty-Six (226) apartment units in the aggregate; and, (ii) with respect to “Lot 4” only, a One (1) story building, located adjacent to the Unity Square Lot, consisting of commercial space(s) for retail use (the Three (3) Four (4) story apartment buildings and the One (1) story commercial-retail building to be constructed by Developer on the Sby Town-Center Lots as contemplated by this Agreement are each hereinafter referred to individually as a “**Town-Center Building**” and are hereinafter referred to collectively the “**Town-Center Buildings**”);

WHEREAS, the Town-Center Buildings shall be constructed on the Sby Town-Center Lots in conformity with the development plans depicted in the “Salisbury Town-Center Development Plan” (the “**Development Plan**”) (a copy of the Development Plan is attached hereto and incorporated herein as **Exhibit B**) and in compliance with the Final Site Plan (as defined herein) as approved by the Salisbury-Wicomico County Planning and Zoning Commission (the “**Planning Commission**”) (Developer’s planned construction of the Town-Center Buildings, and all improvements associated therewith, at or upon the Sby Town-Center Lots as more particularly depicted in the Development Plan, is hereinafter referred to collectively as the “**Salisbury Town-Center Project**”);

BL

WHEREAS, at all times during the period beginning on the Closing Date (as defined herein) and continuing through and until the City's issuance of the Building Permit(s) (as defined herein) for Developer's construction of the Town-Center Buildings, and all improvements associated therewith, as contemplated by this Agreement, Developer shall lease to the City such portion(s) the Sby Town-Center Lots used by the City, as of the date and year first above written, for the operations of the public parking lot commonly referred to as the "**Downtown Parking Lot**", subject, in all respects, to the provisions of Section 4.2 and the terms and conditions of the Parking Lot Lease (as defined herein) to be executed by the Parties on or before the Closing Date (as defined herein) (the area(s) of the Sby Town-Center Lots to be leased by Developer to the City for the City's use and operation of the Downtown Parking Lot as set forth herein is hereinafter referred to as the "**Parking Lot Leased Premises**");

WHEREAS, following the City's declaration of Lot 1 and Lot 11 as surplus property, the City and Developer entered into that certain Land Disposition Agreement, dated October 30, 2015, which, together with all amendments thereto ("**Lots 1 and 11 LDA**"). Following the City's declaration of Lot 15 as surplus property, the City awarded, that certain Award of Exclusive Negotiating Period, dated January 18, 2022 (the "**Lot 15 Amendment**") providing for the City's sale of Lot 15 to Developer. The Lots 1 and 11 LDA and the Lot 15 Amendment collectively set forth *inter alia* the rights and obligations of the Parties for the City's conveyance or lease of such respective portions of the Sby Property to Developer for the development, construction and operation of such portions of the Sby Property as provided therein (the Lots 1 and 11 LDA and all amendments thereto, and, the Lot 15 Amendment, entered into by the Parties prior to this Agreement are hereinafter referred to collectively as the "**Original Land Disposition Agreement**"); and,

WHEREAS, for various reasons, including the global COVID-19 pandemic, the Salisbury Town-Center Project has been delayed and the Parties now wish to amend and restate the Original Land Disposition Agreement, in its entirety, to provide the rights and obligations of the Parties with respect to the following: (i) the City's conveyance of the Sby Town-Center Lots to Developer; (ii) Developer's development and construction of the Salisbury Town-Center Project on the Salisbury Town-Center Lots as depicted in the Development Plan and in compliance with the Final Site Plan as approved by the Planning Commission; (iii) Developer's lease of the Parking Lot Leased Premises to the City, subject to the terms and conditions of the Parking Lot Lease as more fully set forth herein; and, (iv) any and all other matter(s) related to Developer's planned development and construction of the Salisbury Town-Center Project as contemplated by this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations of the Parties hereto, the foregoing Recitals, which are deemed a substantive part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer, for each of themselves, their respective successors and/or permitted assigns, hereby represent, covenant, warrant and agree as follows:

ARTICLE I

GENERAL TERMS FOR CLOSING ON CONVEYANCE OF THE SBY TOWN-CENTER LOTS

- 1.1 **Purchase Price.** In consideration of the City's conveyance of the Sby Town-Center Lots to Developer as contemplated hereunder, Developer shall make payment to the City in the amount of Two Hundred Seventy-Five Thousand Dollars and 00/100 (\$275,000.00) (the "**Purchase Price**"), which said amount includes (i) Developer's payment of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00), which shall be paid by Developer to the City upon the Parties' execution of this Agreement (the Initial Deposit and the Second Deposit are hereinafter referred to collectively as the "**Deposit**"). The Deposit shall be held in escrow by the City and shall be released by the City at Closing, subject to the terms and conditions set forth herein.
- 1.2 Subject to all terms and conditions of this Agreement, upon Developer's payment of the balance of the Purchase Price to the City at Closing, the Parties expressly acknowledge and agree as follows:
 - 1.2.1 The City shall deliver to Developer a Special Warranty Deed, duly executed and acknowledged by the City, conveying good and merchantable fee simple title to the Sby Town-Center Lots unto Developer, and containing such express reference(s), acceptable to the City, that the conveyance of the Sby Town-Center Lots to Developer thereunder is made subject to all terms and conditions of this Agreement; and,

1.2.2 At or prior to Closing, the Parties shall execute: (i) the Parking Lot Lease (as defined herein) in substantially the same form as Exhibit C attached hereto and incorporated herein; (ii) the Temporary Construction and Permanent Maintenance Easement(s), in substantially the same form as Exhibit D attached hereto and incorporated herein, providing the rights and responsibilities of the Parties with respect to any and all easement(s) granted to Developer over such certain portion(s) of City-owned real property necessary for Developer's development and construction of the Salisbury Town-Center Project as contemplated by this Agreement (the "**TC-PM Easement(s)**"); and (iii) the Town-Center Parking Garage Construction Management Agreement (the "**CRM**"), in substantially the same form as Exhibit E attached hereto and incorporated herein, governing the rights and responsibilities of the Parties with respect to the construction of the Town-Center Parking Garage (as defined herein). (For purposes of this Agreement, the Parking Lot Lease, the TC-PM Easement(s), the CRM are hereinafter referred to collectively as the "**Related Documents**".)

1.3 **Study Period.** Developer shall have Twenty (20) days from the date the Resubdivision Plat is recorded with the Land Records of Wicomico County (the "**Study Period**"), to obtain a commercially reasonable title insurance binder evidencing clear title to the Sby Town-Center Lots intended to be conveyed by the City to Developer hereunder. In the event Developer cannot obtain a commercially reasonable title insurance binder evidencing clear title to Sby Town-Center Lots prior to the expiration of the Study Period, Developer may elect to terminate this Agreement, by providing written notice thereof to the City, in which case this Agreement shall terminate immediately, the City shall promptly refund the Deposit to Developer and, upon the City refunding the Deposit to Developer as aforesaid, the Parties shall have no further liabilities to one another hereunder.

1.4 **Building Permit.** To the extent not prohibited by applicable law or by applicable public policy as determined by a court of competent jurisdiction, the City shall cooperate with Developer in obtaining any and all approvals and/or permits necessary for Developer's development and construction of the Salisbury Town-Center Project as contemplated by this Agreement. Subject to the terms and conditions set forth in Sections 3.6, 3.7, 3.8 and 3.9 hereof, and all applicable Maryland (the "**State**") and local laws, rules and/or regulations, upon approval of the Final Site Plan (as defined herein) by the Planning Commission, Developer, at any time thereafter, may apply for any and all permit(s) required for the development and construction of the Salisbury Town-Center Project as depicted in the Development Plan (see Exhibit B) and in compliance with the said approved Final Site Plan.

1.5 **Closing Date.** Subject to Developer obtaining a commercially reasonable title insurance binder for its purchase of the Sby Town-Center Lots as provided in Section 1.3, settlement on Developer's purchase of the Sby Town-Center Lots from the City shall occur within Thirty (30) days from the date Developer records the Resubdivision Plat, as approved by the City, with the Land Records for Wicomico County. (Settlement on Developer's purchase of the Sby Town-Center Lots from the City, as contemplated by this Agreement, is hereinafter referred to as "**Closing**".)

1.6 **Condition of the Sby Town-Center Lots.**

1.6.1 Closing on Developer's purchase of the Sby Town-Center Lots as contemplated hereunder shall not be contingent upon the condition of the Sby Town-Center Lots or any portion(s) thereof and/or upon any inspection(s) of the Sby Town-Center Lots or any portion(s) thereof conducted by or on behalf of Developer prior to the date of Closing (said date is hereinafter referred to as the "**Closing Date**").

1.6.2 Except as specifically set forth herein, Developer expressly acknowledges and agrees that: (i) the City has made no warranties or representations to Developer regarding the condition of the Sby Town-Center Lots or any portion(s) thereof; and (ii) Developer has not relied upon any statements or representations made by the City, or any of its elected officials, appointed officials, employees, agents, attorneys, representatives or contractors, regarding the condition of the Sby Town-Center Lots or any portion(s) thereof or any other matter(s) relating to any of the Sby Town-Center Lots and/or the Salisbury Town-Center Project to be developed and constructed thereon.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 2.1** **Representations and Warranties of Developer.** As of the Effective Date and continuing through the Closing Date, Developer represents and warrants to the City as follows:
- 2.1.1** (i) Developer has not applied for, consented to, acquiesced to, nor is subject to, the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or substantially all of Developer's assets; (ii) Developer is not subject to any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, and Developer has not admitted, in writing, to any inability to pay its debts as they become due; (iii) Developer has not made any assignment for the benefit of creditors; (iv) Developer has not filed a petition or an answer seeking, consenting to or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; and, (v) Developer has not filed an answer admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.
- 2.1.2** (i) Developer is duly formed, validly existing and in good standing, under the laws of the State of Maryland, and (ii) Developer has all necessary power(s) and authority(ies) to execute and deliver this Agreement and to execute and deliver any and all of the Related Documents (as defined hereinabove) intended to be executed by the Parties on or before the Closing Date pursuant to the terms and conditions of this Agreement.
- 2.1.3** This Agreement and any and all of the Related Documents to be executed by the Parties on or before the Closing Date as provided herein (i) have been, or will be at the time of execution, duly authorized by all requisite partnership, corporate or other action on the part of Developer, and (ii) are, or will be at the time of execution, the valid and legally binding obligation of Developer, enforceable in accordance with their respective terms and conditions. Neither the execution and delivery of this Agreement or any of the Related Documents, nor the performance of the obligations of Developer set forth herein and/or in any of the Related Documents will result in the violation of any law or provision of Developer's Articles of Organization and/or Operating Agreement, or any other organizational document of Developer, nor will this Agreement or any of the Related Documents conflict with any order or decree of any court or governmental instrumentality by which Developer is bound or any other documents, agreements or instruments to which Developer is a party or by which Developer is bound that are not the subject of this Agreement or the related documents contemplated hereunder.
- 2.1.4** Developer hereby covenants that it will complete the development and construction of the Salisbury Town-Center Project in accordance with all terms and conditions of this Agreement, the Development Plan attached hereto and incorporated herein as **Exhibit B** and the Final Site Plan as approved by the Planning Commission, except for any modification(s) thereto as may be necessary for any approval(s) and/or permit(s) required for Developer's planned development and/or construction of the Salisbury Town-Center Project as contemplated by this Agreement. Subject to all applicable Federal, State and/or local law(s), rule(s) and/or regulation(s), there shall be no restrictions on Developer's use of the Sby Town-Center Lots, or any portion(s) thereof or any improvement(s) constructed thereon, except as set forth in this Agreement and as may be imposed, from time to time, by any Federal, State or Local permitting authority having jurisdiction over Developer's development of the Salisbury Town-Center Project, provided any such restriction(s) shall apply to all property of similar size, location, zoning and/or use.

- 2.2 Representations and Warranties of the City.** As of the Effective Date and continuing through and until the Closing Date, the City represents and warrants to Developer as follows:
- 2.2.1** The City is the fee simple owner of the Sby Property and all portions thereof.
 - 2.2.2** All bills and claims (if any) incurred by the City for labor performed and/or materials furnished to or for any portion(s) of the Sby Town-Center Lots have been, or will be, paid, in full, by the City prior to the Closing Date, such that upon Closing there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Sby Town-Center Lots or any portion(s) thereof. Notwithstanding any term to the contrary set forth herein, for purposes of this Agreement, Developer shall pay any and all costs or fees relating to or arising from any labor performed, services provided and/or materials furnished for or in connection with Developer's acquisition of the Sby Town-Center Lots and/or Developer's planned development and construction of the Salisbury Town-Center Project as contemplated by this Agreement.
 - 2.2.3** To the City's actual knowledge, no party has ever mined on or under any portion(s) of the Sby Property and no party has the right to do so.
 - 2.2.4** To the City's actual knowledge, with respect to the Sby Town-Center Lots and any portion(s) thereof: **(i)** there are no violations, nor any potential violations, of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any State or local governmental authority having jurisdiction thereof; and, **(ii)** except for all publicly recorded restriction(s) encumbering any portion(s) of Sby Town-Center Lots, there are no private restrictive covenants affecting the Sby Town-Center Lots or any portion(s) thereof.
 - 2.2.5** To the City's actual knowledge: **(i)** there are no pending or threatened condemnation actions or any other matter(s) of litigation, proceeding(s) or action(s) involving the Sby Property or any portion(s) thereof; and, **(ii)** there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Sby Town-Center Lots, except as otherwise provided in the Development Plan (attached hereto and incorporated herein as **Exhibit B**) or as may be required by the Planning Commission for approval of the Final Site Plan.
 - 2.2.6** Except as recorded in Land Records for Wicomico County, as of Effective Date and continuing through the Closing Date, there shall be: **(i)** no leases, management, maintenance, service or other contracts encumbering or otherwise governing the development or use of the Sby Town-Center Lots or any portion(s) thereof; and, **(ii)** no pending contracts of sale, options to purchase or rights of first refusal (or the like) applicable to the Sby Town-Center Lots or any portion(s) thereof.
 - 2.2.7** As of the Effective Date and continuing through the Closing Date, the City expressly acknowledges and agrees not to: **(i)** make or enter into any lease or other agreement for the use, occupancy or possession of all or any portion(s) of the Sby Property; or, **(ii)** enter into any contract that would be in effect as of the Closing Date or otherwise bind or restrict Developer with respect to its development and planned use of the Sby Town-Center Lots, or any portion(s) thereof, from and after the Closing Date, without the prior written approval of Developer, which approval shall not be unreasonably withheld, conditioned or delayed by Developer.
 - 2.2.8** Except as expressly set forth in this Agreement, as of the Effective Date and continuing through the Closing Date, the City shall: **(i)** refrain from performing any grading or excavation on or within, constructing or removing any improvement on or upon, or otherwise making any other change(s) to any portion(s) of the Sby Town-Center Lots, without the prior written approval of Developer which approval shall not be unreasonably withheld, conditioned, or delayed by Developer; **(ii)** refrain from committing any waste or placing any refuse at or upon the Sby Town-Center Lots or any portion(s) thereof; **(iii)** observe all laws, ordinances, regulations and restrictions affecting the Sby Town-Center Lots and/or any use(s) of the Sby Town-Center Lots; **(iv)** refrain from taking any action to rezone, subdivide and/or resubdivide the Sby Property or any portion(s) thereof, except as expressly shown on Resubdivision Plat or as otherwise consented to by Developer in writing which approval shall not be unreasonably withheld,

conditioned or delayed by Developer; and, (v) maintain such insurance on or for the Sby Property, and all portion(s) thereof, in force as of the Effective Date.

- 2.2.9** As of the Effective Date and continuing through the Closing Date, the City shall not, without obtaining the prior written consent of Developer which approval shall not be unreasonably withheld, conditioned or delayed by Developer: (i) lease, sell or transfer the Sby Property or any portion(s) thereof or any of the City's right(s), title and/or interest(s) therein; (ii) encumber or pledge the Sby Town-Center Lots or any portion(s) thereof; (iii) grant a lien or security interest in or to the Sby Property or any portion(s) thereof; (iv) permit to exist any recorded mechanics', materialmen's, laborers' or other lien upon all or any portion of the Sby Property; or, (v) in any other way affect title to the Sby Town-Center Lots or any portion(s) thereof. Nothing in this section shall prevent the City from encumbering the Unity Square Lot or Parking Garage Lot for purposes of obtaining financing, following recordation of the Resubdivision Plat with the Land Records for Wicomico County as provided in Section 3.5.
- 2.2.10** The City has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor the City's performance of its obligations hereunder are restricted by or violate any legal, contractual or other obligation(s) of the City.
- 2.2.11** As of the Effective Date and continuing through the Closing Date, there shall be no commission(s) due or owing in connection with the City's sale, and Developer's purchase, of the Sby Town-Center Lots or Developer's lease of the Parking Lot Leased Premises to the City as contemplated by this Agreement.
- 2.2.12** As of the Closing Date, there shall be no assessments for public improvements against the Sby Town-Center Lots or any portion(s) thereof which remain unpaid, including, without limitation, any assessment(s) attributable to the construction of sewer or water lines or mains, public streets, sidewalks and/or curbs.

ARTICLE III

CLOSING ON DEVELOPER'S PURCHASE OF THE SBY TOWN-CENTER LOTS FROM THE CITY

- 3.1** **Date, Time and Place of Closing.** In accordance with all terms and conditions contained in this Agreement, including, expressly, the provisions set forth in Sections 1.1, 1.2, 1.3, 1.5 and 1.6 respectively, at Closing the City shall convey, unto Developer, good and merchantable fee simple title to the Sby Town-Center Lots. Subject to the terms set forth in Section 1.6, Closing shall occur at such time as mutually agreed to by the Parties and at such place as determined by Developer, the location of which shall be provided to the City not less than Ten (10) days prior to the Closing Date. In consideration for Developer's performance of all its obligations under this Agreement, the Parties expressly acknowledge and agree that, subject to the terms set forth in Sections 1.1 and 1.2, at Closing, the City shall convey title to, and deliver possession of, the Sby Town-Center Lots to Developer.
- 3.2** **Delivery of the Deed at Closing.** Pursuant to Section 1.2, at Closing, the City shall deliver, or cause to be delivered, to Developer the Special Warranty Deed conveying any and all right(s), title and interest(s) the City has or may have in and to the Sby Town-Center Lots unto Developer. The Special Warranty Deed to be executed by the City and delivered to Developer at Closing shall contain a covenant of special warranty and further assurances and shall be subject to any and all publicly recorded easements for public utilities and any other publicly recorded easements, agreements, covenants and/or restrictions encumbering the Sby Town-Center Lots or any portion(s) thereof. Subject to all applicable terms and conditions contained in this Agreement, upon the City's delivery of the executed Special Warranty Deed to Developer at Closing, Developer, at its sole cost and expense, shall record the said Special Warranty Deed for the Sby Town-Center Lots with the Land Records for Wicomico County.
- 3.3** **Closing Agent.** Developer shall have the option of selecting its own Title Insurance company or title attorney for Closing on Developer's purchase of the Sby Town-Center Lots from the City as set forth herein.

3.4 Pro-rations/Recordation & Transfer Taxes. All public or governmental charges or assessments against the Sby Town-Center Lots, or any portion(s) thereof, which are or may be payable on an annual basis, including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed on or prior to the Closing Date, shall be adjusted and apportioned between the Parties as of the Closing Date and shall be assumed and paid thereafter by Developer, regardless of whether any such assessments were levied as of the Closing Date. In addition, the costs of any and all state and local recordation and transfer taxes arising from Developer's purchase of the Sby Town-Center Lots shall be paid by Developer at Closing. All other Closing costs shall be paid by the Developer, excepting any attorneys' incurred by the City in connection with Closing on the transactions contemplated herein.

3.5 The Resubdivision Plat. Within Twenty (20) days following the full execution of this Agreement by the Parties, Developer shall submit the Resubdivision Plat in substantially the same form attached hereto and incorporated herein as **Exhibit A**, to the City of Salisbury Department of Infrastructure and Development ("City DID") for review and approval by the City. Any and all costs, fees and/or taxes arising from, relating to or in connection with the preparation, modification, submission and/or approval(s) of the Resubdivision Plat shall be paid by Developer at its sole cost and expense. Upon the City's approval of the Resubdivision Plat, Developer shall promptly record the approved Resubdivision Plat with the Land Records for Wicomico County. Any and all costs and/or fees incurred in connection with recording the Resubdivision Plat as aforesaid shall be paid by Developer at its sole cost and expense.

3.6 Final Site Plan Approval.

3.6.1 By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, within Ninety (90) days following the Closing Date, Developer shall submit a final site plan for its planned development of the Salisbury Town-Center Project on the Salisbury Town-Center Lots (the "**Final Site Plan**") to City DID for its review, comment, and acceptance. The Final Site Plan to be submitted by Developer in accordance with this Section 3.6.1 shall provide for Developer's planned development and construction of the Salisbury Town-Center Project as depicted by the Development Plan, and in accordance with all terms and conditions of this Agreement, subject to all applicable State and local law(s), rule(s) and/or regulations(s) governing final site plans for property development. Upon City DID's acceptance of the Final Site Plan, City DID shall have the Final Site Plan promptly scheduled for consideration and approval by the Planning Commission. Nothing in this section shall serve to change or the City's procedures and requirements for such approval.

3.6.2 In the event Developer shall fail or refuse, for any reason(s) whatsoever (or no reason), to submit the Final Site Plan to City DID within Ninety (90) days from the Closing Date in accordance with the provisions of Section 3.6.1, the City, at its sole discretion, may assess the Delayed Performance Penalties (as defined below) against Developer in accordance with the provisions of Section 3.9.

3.7 Building Permit Issuance.

3.7.1 Developer hereby expressly acknowledges and agrees that, within One Hundred Fifty (150) days from the Closing Date, Developer shall submit the requisite application(s) to City DID for issuance of the necessary building permit(s) authorizing Developer's construction of the Salisbury Town-Center Project at or upon the Sby Town-Center Lots, as shown in the Development Plan attached hereto and incorporated herein as **Exhibit B** and in compliance with the Final Site Plan approved by the Planning Commission (each such building permit required for the construction of the Salisbury Town-Center Project, or any part(s) thereof, is hereinafter referred to individually as a "**Building Permit**" and collectively as the "**Building Permits**"). Any Building Permit(s) Developer requests City DID issue to authorize construction of the Salisbury Town-Center Project, or any part(s) thereof, shall: **(i)** comply with the Final Site Plan as approved by the Planning Commission; **(ii)** comply with all applicable Federal, State and local law(s), rule(s) and regulation(s) governing the construction of the improvements which are the subject of such Building Permit(s); and, **(iii)** shall be subject to review and approval by City DID in accordance with its policies and procedures governing the issuance of building permits as established and maintained by City DID from time to time.

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3.7.2 In the event Developer fails to submit the Building Permit application(s) to City DID within One Hundred Fifty (150) days from the Closing Date due to delay(s) or other circumstances which are outside the reasonable control of Developer and do not arise from, or relate to, any breach by Developer of its obligations hereunder, the One Hundred Fifty (150) day period set forth in Section 3.7.1 shall be extended by One (1) day for each and every day such delay continues and until such time as City DID issues the requisite Building Permits to Developer. Any extension provided Developer under this Section 3.7.2 shall be subject to the prior written approval of the City which shall not be unreasonably withheld.

3.8 **Issuance of Certificate(s) of Occupancy for the Project.** Developer expressly acknowledges and agrees that Developer shall (i) substantially complete the Salisbury Town-Center Project in accordance with all terms and conditions of this Agreement and as more particularly shown on the Final Site Plan as approved by the Planning Commission, such that Developer shall have secured a Certificate of Occupancy from the City for the Salisbury Town Center Buildings within Thirty-Six (36) months from the Closing Date (the “C-O Deadline”). Subject to all applicable Federal, State and local law(s), rule(s) and regulation(s) and Developer’s performance of all its obligations hereunder, the issuance of a Certificate of Occupancy for any and all of the Salisbury Town Center Buildings shall not be unreasonably withheld by the City. (For purposes of this Agreement the term “Certificate of Occupancy” shall mean when any Salisbury Town Center Building is structurally complete to the point the City would ordinarily issue a certificate of occupancy for such building.) Notwithstanding any term to the contrary set forth herein, Developer, without incurring any liability under Section 3.9, shall have the option to extend the C-O Deadline for a period of twelve (12) months, subject to Developer delivering written notice of such election to the City not less than Sixty (60) days prior to the C-O Deadline (said extended time period is hereinafter referred to as the “Extended C-O Deadline”). Developer expressly acknowledges and agrees that the right to extend the C-O Deadline granted to Developer under this Section 3.8 may be exercised by Developer only once and, if exercised by Developer, such Extended C-O Deadline shall apply to Developer’s completion of the development and construction of all, and not less than all, of the improvements constituting the Salisbury Town-Center Project as shown on the Final Site Plan approved by the Planning Commission.

3.9 **Delayed Performance Penalties.** Except as expressly set forth in Section 3.8, in the event Developer fails to perform any of its obligations under Sections 3.6, 3.7 and/or 3.8, respectively, the City, at its sole discretion, may assess financial penalties (each a “Delayed Performance Penalty”, collectively the “Delayed Performance Penalties”) against Developer. A Delayed Performance Penalty may be assessed by the City against Developer beginning Fifteen (15) days following the date the City delivers written notice to Developer, specifying the obligation(s) Developer failed to perform in accordance with the terms and conditions contained in Sections 3.6, 3.7 and/or 3.8 respectively (said written notice from the City to Developer is hereinafter referred to as a/the “Notice of Penalty”); and, if Developer fails to cure the default(s) specified in the Notice of Penalty within Fifteen (15) days from the date of delivery thereof, the City may, in its sole discretion, assess a Delayed Performance Penalty against Developer in an amount not to exceed Seven Thousand Five Hundred Dollars and 00/100 (\$7,500.00) for each and every month Developer remains in default of any its obligation(s) under Sections 3.6.1, 3.7.1 and/or 3.8 as the case may be. Notwithstanding any term to the contrary set forth herein, the maximum aggregate amount of the Delayed Performance Penalties the City may assess against the City against Developer under this Section 3.9 shall be Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00).

3.10 **Merger.** The Parties expressly acknowledge and agree that none of the provisions of this Agreement shall be merged by reason of the Special Warranty Deed, to be executed by the City and delivered to Developer at Closing in accordance with Section 1.2, conveying and otherwise transferring any and all right(s), title and interest(s) the City has or may have in and to the Sby Town-Center Lots unto Developer as contemplated by this Agreement.

3.11 **Code Covenant.** Developer agrees that all final plans for any and all structures and/or site improvements to be constructed by Developer for or in connection with the development of the Salisbury Town-Center Project at the Sby Town-Center Lots shall be comply with all applicable provisions of Federal, State and local law(s), rule(s) and/or regulation(s).

- 3.12 Cooperation between the Parties.** The City shall in good faith consider any request submitted by Developer for approval of any financing incentive(s) available for the development of the Salisbury Town-Center Project as contemplated hereunder, which said financing incentive(s) may, by way of example only, include the following: Payment in Lieu of Taxes, Enterprise Zone designation, Comprehensive Connection Fee Waiver(s), HORIZON Program benefits, Building Permit Fee(s) Waiver(s), Riverwalk Reimbursement Program benefits, and/or public funding for public spaces. Nothing in this section shall be construed to require the City to limit, alter, or amend its requirements or procedures for obtaining said financing incentives. The Developer remains responsible for meeting all requirements of any said financing incentives.

ARTICLE IV

THE PARKING LOT LEASE

- 4.1 Parking Lot Lease.** The Parties expressly acknowledge and agree as follows:
- 4.1.1** As of the Effective Date, the City is the sole and exclusive owner of all those certain lots and parcels of real property defined herein as the Sby Property, portions of which are currently used by the City for the use and operation of the Downtown Parking Lot.
- 4.1.2** As a material part of the consideration to be received by the City for its conveyance of the Sby Town-Center Lots to Developer as contemplated by this Agreement, beginning on the Closing Date and continuing through and until the date a Building Permit for the construction of the Salisbury Town-Center Project is issued by City DID, Developer hereby agrees to lease to the City, and the City agrees to lease from Developer, the Parking Lot Leased Premises in accordance with the terms and conditions of the Parking Lot Lease, in substantially the same form as Exhibit C attached hereto and incorporated herein, to be executed by the Parties on or prior to the Closing Date. Notwithstanding any term to the contrary set forth herein, the Parties expressly acknowledge and agree Closing on the City's conveyance of the Sby Town-Center Lots to Developer shall be expressly conditioned upon the Parties' execution of the Parking Lot Lease, in substantially the same form as Exhibit C attached hereto and incorporated herein, on or prior to the Closing Date. The City may not assign the Parking Lot Lease, or any of its right(s) or interest(s) arising thereunder, nor sublet any portion(s) of the Parking Lot Leased Premises, without the prior written consent of Developer which approval shall not be unreasonably withheld, conditioned or delayed by Developer. Developer understands and hereby approves use of the parking lot for purposes of constructing Unity Square under RFP 23-104, for so long as the Parking Lot Lease is in effect pursuant to the terms thereof.
- 4.2 Terms to be Contained in the Parking Lot Lease.** Regardless of any mutually agreed upon modifications the Parties may make to the form Parking Lot Lease attached hereto and incorporated herein as Exhibit C, the Parties expressly acknowledge and agree the Parking Lot Lease to be executed by the Parties pursuant to Section 4.1 shall contain the following principal terms:
- 4.2.1 Lease Term.** The "Term" of the Parking Lot Lease shall commence on the Closing Date and shall automatically renew, at the City's sole discretion, on a month-to-month basis through and until the earlier of the following to occur: (i) the date on which the City issues a Building Permit to Developer for the construction of the Salisbury Town-Center Project, or any part(s) thereof, at the Sby Town-Center Lots; or, (ii) the City's earlier termination of the Parking Lot Lease as provided in Section 4.2.2.
- 4.2.2 The City's Right to Early Termination of the Parking Lot Lease.** At any time during the Term of the Parking Lot Lease, the City may elect to terminate the Parking Lot Lease by delivering written notice, specifying such election, to Developer not less than Fifteen (15) days prior to the expiration of the then-current monthly lease period.
- 4.2.3 Rent & Other Charges Due from the City under the Parking Lot Lease.** At all times during the Term of the Parking Lot Lease, Developer shall charge the City a monthly rental fee in the amount of One Dollar and 00/100 (\$1.00). At all times during the Term of the Parking Lot Lease and following the expiration or earlier termination thereof as provided in Section 4.2.1, the City shall be responsible for the payment of all fees and/or costs arising from or associated with the City's operation of the Downtown

Parking Lot at the Parking Lot Leased Premises, including any fees billed for utility service(s) provided in connection with the City's operation of the Downtown Parking Lot, regardless of whether such fees and/or costs were incurred prior to after the expiration of the Term of the Parking Lot Lease or the City's earlier termination thereof as provided in Section 4.2.1.

- 4.2.4 Obligations of the City under the Parking Lot Lease.** At all times during the Term of the Lease, the City, at its sole and expense, shall be responsible for any and all repairs and maintenance of the Parking Lot Leased Premises and any and all improvements located thereon, including, but not limited to, paving and patching repairs, sidewalk repairs, storm water and other utility repairs, parking age ticket spitter repairs, parking booth repairs, light pole repairs and bulb replacement, and snow removal and salting; provided, however, Developer shall be responsible for any repairs to the Parking Lot Leased Premises or any portion(s) thereof, including any and all repairs to any improvement(s) located thereon, caused by the intentional or solely negligent act(s) or omission(s) of Developer and/or any of its agents, representatives, principals, members, officers, employees and/or contractors.
- 4.2.5 Insurance for Downtown Parking Lot.** At all times during the Term of the Parking Lot Lease, the City shall, at its sole cost and expense, maintain a policy or policies of commercial general liability insurance with respect to the City's use of the Parking Lot Leased Premises for the operations and maintenance of the Downtown Parking Lot for public parking, with all premiums for such insurance policy(ies) fully paid by the City on or before date such premiums are due, and any such insurance policy(ies) shall be issued by, and binding upon, an insurance company licensed to do business in the State of Maryland. Prior to the Parties' execution of the Parking Lot Lease, the City shall provide Developer with a current Certificate(s) of Insurance evidencing the City's compliance with the terms of this Section 4.2.5.
- 4.2.6 Developer Access to the Parking Lot Leased Premises.** At all times during the Term of the Parking Lot Lease, Developer, and any of its authorized agents, representatives, employees and/or contractors, shall have the right to enter upon any and all portions of the Parking Lot Leased Premises for any reason(s) whatsoever and at any time(s), without prior notice to the City, provided Developer shall not unreasonably interfere with the City's operation of the Downtown Parking Lot at the Parking Lot Leased Premises, unless such interference is otherwise reasonably required or unavoidable for Developer's performance of its obligations for the development and construction of the Salisbury Town-Center Project as contemplated by this Agreement.

ARTICLE V

CONSTRUCTION OF THE TOWN-CENTER PARKING GARAGE AT THE PARKING GARAGE LOT

5.1 Construction of the Town-Center Parking Garage at the Parking Garage Lot.

- 5.1.1** On behalf of the City, Developer shall design and construct a new parking garage at the Parking Garage Lot containing a minimum, of Four Hundred Fifty (450) marked parking spaces (the "**Town-Center Parking Garage**"). The design, and the costs for construction, of the Town-Center Parking Garage shall be subject to the consent of the City which shall not be unreasonably withheld or delayed. Except as specifically provided in Section 5.2.2, the Parking Garage Lot and the Town-Center Parking Garage constructed thereon shall, at all times, be owned and maintained by the City at its sole cost and expense.
- 5.1.2** Except as specifically set forth in Section 5.2.1, The City shall pay all costs incurred for the construction of the Town-Center Parking Garage at the Parking Lot; provided, however, the costs for the construction of the Town-Center Parking Garage at the Parking Garage Lot shall not exceed the sum of Ten Million Dollars and 00/100 (\$10,000,000.00) (the "**Maximum PG-Construction Appropriation**") plus the amount of the Developer Garage Contribution (as defined hereinbelow). The Maximum PG-Construction Appropriation shall include, but is not limited to, all costs incurred by the City for: **(i)** any financing obtained by the City to fund construction of the Town-Center Parking Garage up to three percent (3%) of the bond; **(ii)** environmental remediation required for construction of the Town-Center Parking Garage at the Parking Garage Lot; **(iii)**, the construction of the Town-Center Parking Garage at

the Parking Garage Lot as contemplated hereunder, and (iv) unforeseen conditions such as storm water management.

- 5.1.3** Prior to Developer's submission of the Final Site Plan to City DID for review and approval by the Planning Commission pursuant to the terms and conditions set forth in Section 3.6.1, Developer shall provide the City with a construction cost proposal (the "**PG-Cost Proposal**"), prepared and executed by the general contractor overseeing the construction of the Town-Center Parking Garage as specified in the CRM, which shall provide the estimated total costs for construction of the Town-Center Parking Garage in accordance with the design plan(s) prepared or procured by Developer, at its sole cost, and approved by the City. The Parties expressly acknowledge and agree the costs for construction of the Town-Center Parking Garage, including any costs incurred by the City to obtain financing to fund such construction costs and/or to complete environmental remediation (if any) necessary to permit the construction of the Town-Center Parking Garage at the Parking Garage Lot, shall not exceed Ten Million Seven Hundred Fifty Thousand Dollars and 00/100 (\$10,750,000.00), which said amount represents the sum of the Maximum PG-Construction Appropriation plus the Developer Garage Contribution (as defined hereinbelow). In the event the PG-Cost Proposal provides a total estimated cost for construction of the Town-Center Parking Garage in excess of Ten Million Seven Hundred Fifty Thousand Dollars and 00/100 (\$10,750,000.00), the Parties expressly acknowledge and agree the City shall have the right to: **(i)** terminate the CRM, by delivering written notice of such termination to Developer; **(ii)** receive a copy of any and all design plans, documents, surveys, CAD and/or notes relating to the planning, design and/or construction of the Town-Center Parking Garage prepared by on or on behalf of Developer (collectively the "**Parking Garage Plans**"), and Developer shall have a copy of all such Parking Garage Plans provided to the City within Seven (7) days following the City's termination of the CRM as provided herein; and, **(iii)** contract with a general contractor selected by the City, in its sole discretion, for the construction of the Town-Center Parking Garage at the Parking Garage Lot subject to such terms and conditions the City, in its sole discretion, may deem acceptable. Notwithstanding any term to the contrary set forth in this Section 5.1.3, the City shall complete construction of the Town-Center Parking Garage on or before the CO-Deadline or the Extended CO-Deadline (if applicable). The Parties expressly acknowledge and agree the terms contained in the immediately preceding sentence constitute a material part of the consideration to be received by Developer hereunder, without which Developer would not enter into this Agreement.

5.2 Developer Responsibilities for Construction of the Town-Center Parking Garage.

- 5.2.1** The Parties expressly acknowledge and agree Developer shall contribute Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00) (the "**Developer Garage Contribution**") for the planning, permitting, construction and maintenance of the Town-Center Parking Garage. Developer shall deliver a lump sum payment, in the amount of the Developer Garage Contribution, to the City within Ten (10) days from the date the City issues any building permit(s) authorizing construction of the Town-Center Parking Garage, or any part(s) thereof, at the Parking Garage Lot. Any and all costs and expenses incurred by Developer for the design of the Town-Center Parking Garage pursuant to the provisions of Section 5.2.2 shall be deemed separate and exclusive from the Developer Garage Contribution to be paid by Developer to the City under this Section 5.2.1.
- 5.2.2** The Parties expressly acknowledge and agree Developer shall be responsible for all costs and expenses incurred in connection with the procurement and preparation of any and all design plan(s) and construction drawing(s) for the Town-Center Parking Garage. The design plan(s) and construction drawing(s) for the Town-Center Parking Garage procured by, and/or prepared at the at the direction of, Developer in accordance with this Section 5.2.2 shall be subject to the City's approval which such approval shall not be unreasonably withheld or delayed by the City. In the event the City does not approve of any design plan(s) and/or construction drawing(s) for the Town-Center Parking Garage, or any component(s) thereof, the City shall provide Developer with written notice specifying: **(i)** the design plan(s) and/or construction drawing(s) disapproved by the City; **(ii)** the reason(s) for the City's disapproval of such design plan(s) and/or construction drawing(s); and, **(iii)** reasonable and feasible alternatives for Developer to have incorporated within the Town-Center Parking Garage design plan(s)

and/or construction drawing(s), in lieu of the design plan(s) and/or construction drawing(s), or part(s) thereof, disapproved by the City. For purposes of this Section 5.2.2 only, email correspondence to either of the Parties at the email addresses provided in Section 7.4 shall constitute sufficient delivery of written notice by such party.

- 5.2.3 Developer shall be responsible for coordinating and relocating the Four (4) charging stations, owned and operated by Delmarva Power, installed on “New Parcel 1066” as identified on the Resubdivision Plat attached hereto and incorporated herein as **Exhibit A**.

5.3 Timeline and Other Conditions for the Construction of the Town-Center Parking Garage.

- 5.3.1 The City shall commence construction of the Town-Center Parking Garage prior to or simultaneously with Developer’s commencement of construction of the Town-Center Buildings for the Salisbury Town-Center Project, subject to all terms and conditions set forth in Sections 3.6 and 3.7 respectively.
- 5.3.2 In accordance with the terms set forth in Section 1.2.2, on or before the Closing Date, the Parties shall execute the CRM in a form substantially similar to **Exhibit E** attached hereto and incorporated herein, which the Parties expressly acknowledge and agree shall include, at a minimum, terms specifying: (i) the costs of construction and the design details for the Town-Center Parking Garage; and, (ii) the rights and responsibilities of the Parties with respect to the construction of the Town-Center Parking Garage at the Parking Garage Lot as contemplated by this Agreement.
- 5.3.3 Notwithstanding any term to the contrary set forth herein, Developer’s submission of the Final Site Plan within the time period set forth in in Section 3.6.1 shall be expressly conditioned upon the City’s prior passage of a Bond Ordinance authorizing the City to issue and sell general obligations bonds in an aggregate principal amount not to exceed Ten Million Dollars and 00/100 (\$10,000,000.00) for the express purpose of funding the Maximum PG-Construction Appropriation for the City’s payment of the costs incurred for construction of the Town-Center Parking Garage at the Parking Garage Lot as contemplated by this Agreement (the said Bond Ordinance to be passed by the City in accordance with the provisions of this Section 5.3.3 is hereinafter referred to as the “**2023 Parking Facilities Bond Ordinance**”). In the event passage of the 2023 Parking Facilities Bond Ordinance does not occur prior to the deadline for Developer’s submission of the Final Site Plan provided in Section 3.6.1, Developer, at its sole discretion, may, without liability or penalty under Section 3.9, elect to extend the deadline for submission of the Final Site Plan and any and all deadlines occurring thereafter (including, expressly, the deadline for obtaining the Building Permits and the C-O Deadline (as defined hereinabove) set forth in Sections 3.7.1 and 3.8.1 respectively), for each and every day following the deadline for Developer’s submission of the Final Site Plan under Section 3.6.1 that the 2023 Parking Facilities Bond Ordinance is not passed or otherwise adopted by the City.

ARTICLE VI

PRE-CLOSING DEFAULT BY DEVELOPER OR THE CITY

- 6.1. **Default by Developer.** In the event Developer fails, or otherwise refuses, for any reason whatsoever (or no reason), to proceed to Closing as provided herein, the Deposit shall be paid to the City as liquidated damages and this Agreement shall thereupon terminate immediately upon the City’s delivery of written notice specifying Developer’s default and the City’s election to terminate this Agreement as result thereof; provided, however, in the event of a default by Developer, the City shall have the right to pursue any and all remedies available to the City, at law and/or in equity, arising from Developer’s default hereunder. Developer shall not be in default under this Agreement if Developer fails to Close because the City and Developer cannot agree on any documents listed in Section 1.2.2.
- 6.2. **Default by the City.** In the event the City fails, or otherwise refuses, for any reason other than that Developer has failed to meet its obligations under this Agreement to proceed to Closing as provided herein, the Deposit shall be promptly refunded to Developer and this Agreement shall thereupon terminate immediately following Developer’s delivery of written notice specifying the City’s default and Developer’s election to terminate this Agreement as result thereof; provided, however, in the event of a default by the City, Developer shall have the



right to pursue any and all remedies available to Developer, at law and/or in equity, arising from the City's default hereunder. The City shall not be in default under this Agreement if the City fails to Close because the City and Developer cannot agree on any documents listed in Section 1.2.2.

ARTICLE VII
MISCELLANEOUS

- 7.1 Risk of Loss to Sby Town-Center Lots.** Prior to Closing on Developer's purchase of the Sby Town-Center Lots as contemplated by this Agreement, the Sby Property, including, expressly, each of the Sby Town-Center Lots and any portion(s) thereof, shall be held at the sole risk of the City. In the event of any substantial loss or damage to any of the Sby Town-Center Lots, or any portion(s) thereof, prior to the Closing Date, provided such substantial loss or damage to any of the Sby Town-Center Lots, or any portion(s) thereof, does not arise from or relate to the gross negligence or willful misconduct of Developer its agents, employees, or contractors, Developer, within Ten (10) days from the occurrence of such substantial loss or damage to any of the Sby Town-Center Lots, or any portion(s) thereof, shall deliver written notice to the City specifying Developer's election to: (i) terminate this Agreement, in which event, this Agreement and any and all rights and obligations of the Parties hereunder shall terminate immediately (except for any and all rights and/or obligations of the Parties expressly stated herein to survive termination of this Agreement) and the Parties shall have no further liability whatsoever to one another; or (ii) affirm this Agreement, and all terms and conditions contained herein, in which event, the City shall assign to Developer any all of the City's rights under any policy or policies of insurance covering the Sby Town-Center Lots, to the extent permitted by the City's insurance carrier. In the event Developer fails to deliver the aforesaid written notice to the City within the time period set forth in this Section 7.1, Developer shall be deemed to have affirmed this Agreement in accordance with the terms and conditions of subsection (ii) hereof.
- 7.2 Assignment.** Neither the City nor Developer may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the non-assigning party.
- 7.3 No Brokers.** The City and Developer each represent to the other that it has had no dealings with any broker, finder or other party concerning Developer's purchase of the Sby Town-Center Lots or any portion(s) thereof. The City to the extent not prohibited by applicable law or by applicable public policy as determined by a court of competent jurisdiction and funds have been appropriated and Developer each hereby agree to indemnify, protect, defend (with counsel satisfactory to the other) and hold harmless the other from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and expenses) suffered or incurred by the other in connection with any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with the indemnifying party or others on its behalf). The terms of this Section 7.3 shall survive Closing or any earlier termination of this Agreement.
- 7.4 Notice.** Any notice, request, demand, consent, approval and other communications ("**Notice**") under this Agreement shall be in writing, and shall be sent by personal delivery, reputable overnight courier service or certified mail, postage prepaid, return receipt requested. Each Notice shall be sent, addressed to the party for whom it is intended at its address set forth below or to such other address as it may designate for the delivery of Notices to it by giving at least five (5) days prior Notice to the other party in accordance with this Section 7.4:

If to Developer: Salisbury Town Center Apartments, LLC
c/o Bradley J. Gillis, Authorized Representative
150 W. Market Street, Suite 101
Salisbury, Maryland 21801
Email: brad@ggibuilds.com

With a copy to: Salisbury Town Center Apartments, LLC
c/o T. Kevin Carney
11526 Pebblecreek Drive
Timonium, Maryland 21093
Email: kevin@thomasbuildersinc.com

With a copy to: Michael P. Sullivan, Esquire
150 W. Market Street, Suite 101
Salisbury, Maryland 21801
Email: mike@ggibuilds.com

If to the City: City of Salisbury
c/o Andy Kitzrow, City Administrator
125 N. Division Street, Mayor's Office
Salisbury, Maryland 21801
Email: akitrow@salisbury.md

With a copy to: Law Office of Marianna Batie
c/o Reena Patel, Esquire
1321 Mt Hermon Rd, Suite B
Salisbury, Maryland 21801
Email: reena@battielaw.com

With a copy to: Cockey, Brennan & Maloney, P.C.
c/o Ashley A. Bosche, Esquire, City Solicitor
313 Lemmon Hill Lane
Salisbury, Maryland 21801
Email: bosche@cbmlawfirm.com

Any Notice sent by personal delivery in accordance with the foregoing shall be delivered during normal business hours and shall be deemed received as evidenced by execution of a receipt therefor or, if delivery is rejected by the recipient or a person acting on the recipient's behalf, when delivery was attempted. Any Notice sent by overnight courier service in accordance with the foregoing shall be deemed received as evidenced by the records of such courier service. Any Notice sent by certified mail in accordance with the foregoing shall be deemed received on the third (3rd) business day following the date mailed.

- 7.5 **Integration; Waiver.** This Agreement and any ancillary agreements referenced herein constitute the entire understanding between the Parties with respect to all matters set forth herein and the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, relating to the subject matter of this Agreement, including, expressly, the Original Land Disposition Agreement (as defined hereinabove), are merged herein, superseded and canceled by this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 7.6 **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws principles. Jurisdiction and venue for any dispute involving interpretation or breach of this Agreement shall be in the Maryland State courts located in Wicomico County, Maryland or if a proceeding must be brought in federal court, the action shall be brought in the United States District Court for the District of Maryland.
- 7.7 **Waiver by Jury.** **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW OR BY APPLICABLE PUBLIC POLICY AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY A PARTY HERETO AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO ONE ANOTHER AND/OR ANY CLAIM, INJURY OR DAMAGE ARISING FROM OR CONSEQUENT UPON THIS AGREEMENT.**

- 7.8 **Professional Fees.** In the event Developer or the City brings any action or proceeding against the other party by reason of any breach of any covenant, agreement or provision on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all actual costs and expenses of the action or proceeding, including reasonable attorneys', accounting, engineering and other professional fees. The City's obligations under this section shall be subject to the appropriation of funds for said purpose.
- 7.9 **Construction.** The section headings contained in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or of any of the provisions hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. All references in this Agreement to Articles, Sections and Exhibits are references to the Articles and the Sections of this Agreement and all Exhibits attached hereto, as the same may be amended, modified, supplemented or replaced from time to time in accordance with the provisions of this Agreement. This Agreement, and all the terms and conditions thereof, shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. All Exhibits attached hereto are incorporated herein by reference.
- 7.10 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and permitted assigns.
- 7.11 **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 7.12 **No Third-Party Beneficiary.** The provisions of this Agreement and of the Related Documents to be executed and delivered by the Parties on or before the Closing Date are and will be for the benefit of the Parties hereto only and shall not be for the benefit of any third-party. Accordingly, no third-party shall have any right(s) whatsoever to enforce any provision(s) of this Agreement or any provision(s) of any of the Related Documents to be executed and delivered by the Parties on or before the Closing Date as set forth herein.
- 7.13. **Recordation.** Developer, at its sole cost and expense, may record or otherwise place in any public record this Agreement or any memorandum or notice hereof.
- 7.14 **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party and as is not prohibited by applicable law or by applicable public policy as determined by a court of competent jurisdiction in order to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Developer shall, if requested by the City, execute acknowledgments of receipt with respect to any materials, deposits or other items delivered by the City to Developer.
- 7.15 **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Section 7.15.
- 7.16 **Non Business days.** In the event any day on which an action is to be taken or a payment made in accordance with the provision of this Agreement is a Saturday, Sunday, or a holiday observed by City, the bank at which the City maintains funds from which any payment to be made by the City is provided for in this Agreement or the bank at which Developer maintains funds from which any payment to be made by Developer is provided for in this Agreement (in any such case, a "**Non-Business Day**"), such action or such payment shall be made on the next succeeding day that is not a Non-Business Day.
- 7.17 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

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[SIGNATURES APPEAR ON THE PAGE THAT IMMEDIATELY FOLLOWS]

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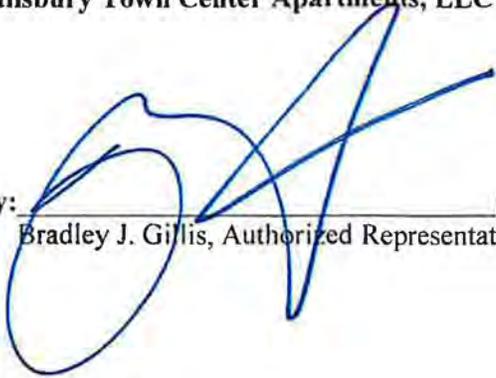
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and acknowledged this Amended and Restated Land Disposition Agreement as of the date and year first above written.

WITNESS/ATTEST:



“DEVELOPER”:

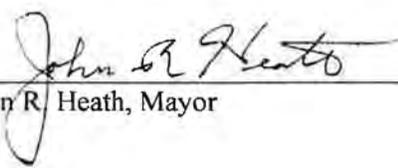
Salisbury Town Center Apartments, LLC

By:  (SEAL)
Bradley J. Gillis, Authorized Representative

THE “CITY”:

City of Salisbury, Maryland



By:  (SEAL)
John R. Heath, Mayor

**[SIGNATURE PAGE FOR AMENDED & RESTATED LOT DISPOSITION AGREEMENT
BY AND BETWEEN SALISBURY TOWN CENTER APARTMENTS, LLC & THE CITY OF SALISBURY]**