

SA 691-05 Rivers Edge
Site Plan

MSA-S-1829-5155

6/13/00 JBL
Comment

10/30/00 JBL

Robert L. Ehrlich, Jr.
Governor



Michael S. Steele
Lt. Governor

Martin G. Madden
Chairman

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

October 30, 2006

1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
www.dnr.state.md.us/criticalarea/

Jimmy Sharp
Chesapeake Bay Critical Area Planner
Wicomico County
Department of Planning, Zoning and Community Development
P.O. Box 870
Salisbury, Maryland 21803-0870

RE: Rivers Edge Subdivision


Dear Mr. Sharp:

I have reviewed the Rivers Edge Easement and Planting Plan. The developer of Rivers Edge has proposed this Easement and Planting plan to provide offsite mitigation for compliance with the required 10% pollutant reduction that cannot be met onsite. My comments are substantially the same as Edgar A. Baker, Jr., County Attorney for Wicomico County and are as follows.

- 1) The Deed of Easement should identify Robert S. Bartoshesky and William F. D'Alonzo as the Grantors. Currently, only Robert S. Bartoshesky is identified, yet both are listed as owners of the parcel.
- 2) The second WHEREAS paragraph incorrectly identifies the Grantors as the party which has to comply with the Salisbury Critical Area law. The owners/developers of the Rivers Edge parcel are the actual party that is required to comply with this law. Please rewrite this paragraph to identify the correct party.

Please have the applicant incorporate any other comments made by Edgar A. Baker, Jr. that I have not addressed. Please feel free to call me at 410-260-3481 if you have any questions. Please forward a copy of the revised Deed of Easement and Planting Plan to our office for final review.

Sincerely,


Jennifer B. Lester
Natural Resources Planner

Cc: Matthew Hedger
Bob Simkins, P.E.

Lester, Jennifer

From: Lester, Jennifer
Sent: Thursday, October 05, 2006 4:20 PM
To: 'MDise@oag.state.md.us'
Subject: FW: Rivers Edge Easement

Marianne,

Below are Ed Baker's comments on the easement I sent you earlier today.

Jennifer

Jennifer Lester
Natural Resources Planner
State of Maryland Critical Area Commission
Chesapeake & Atlantic Coastal Bays
410-260-3481 fax 410-974-5338

-----Original Message-----

From: Frank McKenzie [mailto:fmckenzie@wicomicocounty.org]
Sent: Thursday, October 05, 2006 4:10 PM
To: Lester, Jennifer
Cc: Matthew R. Hedger
Subject: FW: Rivers Edge Easement

Hi Jennifer,

Below are Ed Bakers comments received today re the Rivers Edge Off site easement. Could you please forward to Marianne for her consideration.

Thanks

frank

From: Ed Baker [mailto:ebaker@wicomico.org]
Sent: Thursday, October 05, 2006 1:57 PM
To: Jimmy Sharp
Cc: Frank McKenzie
Subject: Rivers Edge Easement

MEMORANDUM

TO: Jimmy Sharp, Environmental/Technical Services Planner
FROM: Edgar A. Baker, Jr., County Attorney
DATE: October 4, 2006
SUBJECT: Rivers Edge Easement

I have had the opportunity to review the long-term management agreement for the mitigation easement required by the 10 percent pollution reduction requirements for the development known as "Residences at Rivers Edge," located in the city of Salisbury.

I would offer the following suggestions. First, is the document that identifies the grantor as Robert S. Bartoshesky, however, according to the plat, Mr. Bartoshesky and William F. D'Alonzo co-own the property. Therefore, the Deed of Easement should be from both of those individuals.

Under the recitals section of the document it indicates in the second whereas paragraph that the grantors have elected to engage in regulated activity. It is my understanding that the developers of the residences at Rivers Edge are not identical to the grantors of the easement area, and therefore, this paragraph should be amended and another "whereas" paragraph should be inserted to clarify the property in which the regulated activity is to occur and the connection to the offsite mitigation area.

In the third whereas paragraph, the term "Final Chesapeake Bay Critical Area Easement Plan," should be changed to coincide with the title of the document which was to be recorded - "Chesapeake Bay Critical Area Easement Planting Plan." It is my understanding that this single document contains the entire "plan."

Under the grant and agreements section paragraph 2A the next to the last line, the word without should be "with the."

Under the forest conservation law, when they require forestation, the developer also executes a maintenance agreement ensuring the continuance of planting for a two-year term. If this same requirement or a similar requirement is to be imposed, it should be included in this document. There appears to be no note on the plat requiring maintenance for any period of time.

Finally, in Exhibit A, the reference to the plat should be identical to the titling on the plat. The plat provided to this office by Frank, dated September 14, 2006 has the title Chesapeake Bay Critical Area Easement Planting Plan. Please ensure that the titles are identical.

The last phrase beginning "Intended to be recorded among the Land Records of Wicomico County, Maryland," should be followed by the phrase "simultaneously herewith."

If you have any questions, please do not hesitate to call.

EAB/kw

Edgar A. Baker, Jr
County Attorney
Wicomico County, Md
Phone: 410-742-8176
Fax: 410-742-3117
Email: ebaker@wicomico.org

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**LONG TERM MANAGEMENT AGREEMENT
DEED OF CHESAPEAKE BAY CRITICAL AREA EASEMENT
WICOMICO COUNTY, MARYLAND**

THIS DEED OF CHESAPEAKE BAY CRITICAL AREA EASEMENT is made this day of _____, 2006, by and between Robert S. Bartoshesky hereinafter called the "Grantors", and WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, hereinafter called "County".

RECITALS

WHEREAS, Grantor(s) are the owners of a certain parcel of land situate in the Barren Creek Election District of Wicomico County, Maryland, which was conveyed to Grantors by deed dated September 2, 1999, and recorded among the Land Records of Wicomico County, Maryland, in Liber 1703, Folio 721, et seq.; and

WHEREAS, Grantor(s) have elected to engage in a regulated activity, as defined by Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code, Title 12, Streets, Sidewalks and Public Places, and have applied to the City of Salisbury and Wicomico County Department of Planning, Zoning and Community Development for approval of the regulated activity; and

WHEREAS, as a condition of the aforesaid approval, Grantors have submitted and the County has approved Final Chesapeake Bay Critical Area Easement Plan (the "Plan"), which sets forth the requirements for the 10% Rule in the Chesapeake Bay Critical Area in an area located on the aforesaid property and designated on the approved final subdivision plat, site development plan, or grading permit, as the Chesapeake Bay Critical Area Easement Area, and more particularly described on Exhibit A, attached hereto and made a part hereof. Said Plan is incorporated into and made a part of this Deed of Easement by reference; and

WHEREAS, the Final Chesapeake Bay Critical Area Easement Plan, and Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code, Title 12, Streets, Sidewalks and Public Places, require the establishment of a mitigation easement in, on, over and through Chesapeake Bay Critical Area Easement Area, to ensure the permanent protection, management and inspection of said area.

GRANT AND AGREEMENTS

, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor(s) do hereby grant and convey unto Wicomico County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, a Chesapeake Bay Critical Area management and access easement, of the nature and character and to the extent hereinafter set forth, in, on, over, through and across the aforesaid Chesapeake Bay Critical Area easement (as described in Exhibit A). Grantor(s) further establish, create and declare the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

RECEIVED

OCT 5 2006

2. Grantor(s) covenant with the County as follows:

A. To refrain from destroying, damaging or removing anything of nature which grows there now, or hereafter except (i) as provided herein, (ii) with the approval of the County as to manner, form, extent and any other aspects of the removal whatsoever, or (iii) as otherwise provided in the final Chesapeake Bay Critical Area easement plan approved under Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code and Chapter 125 of the Wicomico County Code; it being the express intention of the parties hereto that Grantor(s) shall comply with the final Chesapeake Bay Critical Area easement plan approved under Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code and Chapter 125 of the Wicomico County Code and that the easement area shall be preserved in a manner which protects the forest thereon, existing or to be established without approval of the County as to manner, form, extent and any other aspects of the removal whatsoever.

B. All areas designated as "Chesapeake Bay Critical Area Easement Area" on the final easement plan designated above, shall be maintained in perpetuity in accordance with the approved Easement plan.

3. Grantor(s) hereby relinquish the right to use or develop the Chesapeake Bay Critical Area easement area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the Chesapeake Bay Critical Area easement area in accordance with the terms and conditions of the Plan;

B. Passive recreational activities which are consistent with and do not interfere with Chapter 125 of the Wicomico County Code and management or cause harm to forest management resources, including walking, hiking, and bird watching;

C. Wicomico County Chesapeake Bay Critical Area Program and management practices, including harvesting of trees in accordance with a written agreement with the State Department of Natural Resources; provided suitable provisions are made for the replacement of harvested trees.

4. Grantor(s) may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead or dying trees, and obnoxious plants or weeds. However, prior authorization from the City of Salisbury and Wicomico County Department of Planning, Zoning and Community Development is required and a Chesapeake Bay Critical Area Certificate of Compliance must be obtained.

5. All rights reserved by or not prohibited to Grantor(s) shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the easement area.

6. The County, or its duly authorized representatives shall have the right, at reasonable hours, to enter the Chesapeake Bay Critical Area easement area for the sole purpose of inspecting the easement area to determine whether the Grantor(s) are complying with the terms, covenants, conditions, limitations and restrictions herein contained.

7. No failure on the part of the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the County to enforce the same in the event of a subsequent breach or default.

8. Upon any breach of the terms of this Deed of Easement the County may exercise any or all of the remedies provided in Chapter 125 of the Wicomico County Code including, but not limited to the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach; to require the restoration of the forest to its condition prior to such breach, and such other legal action as may be necessary to ensure compliance with this Deed of Easement and the covenants, conditions, limitations and restrictions herein contained. If Grantor, is found to have breached any of its obligations under this Deed of Easement, Grantor shall reimburse the County for any costs or expenses incurred, including consultant's fees, court costs, reasonable attorney's fees, and any administrative and overhead costs.

9. If the Grantor has any questions concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said easement property, Grantor may submit a written request to the County for consideration and approval of such use; and County may relax any requirement hereof or render an interpretation hereof.

10. This Deed of Easement does not grant the public, in general, any right of access or any right to the use of the easement area, or any other portion of the property. This easement extends only to those areas designated as the Chesapeake Bay Critical Area easement area and necessary access thereto.

11. The Grantor(s) further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the Chesapeake Bay Critical Area easement area and all portions thereof and shall bind the Grantor(s) and their heirs, personal representatives, successors and assigns and shall bind all present and subsequent owners of the property identified herein.

12. Grantor(s) agree to make specific reference to this Deed of Easement in a separate paragraph of any subsequent sales contract, mortgage, deed, lease or other legal instrument by which any interest in the Chesapeake Bay Critical Area easement area is conveyed.

13. This Deed of Easement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

14. The undersigned lienholders, if any, do hereby join in this conveyance for the purpose of granting and conveying the above stated easement as legal title holder of the herein described property.

TO HAVE AND TO HOLD the said easement unto Wicomico County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.

AND the said Grantors covenant that they have not done nor suffered to be done anything to encumber the property, easement, and or rights hereby conveyed and that they will execute such other and further assurances of the same as may be necessary and requisite.

AS WITNESS our hands and seals the day and year first above written.

WITNESS:

Grantor

Grantor

ATTEST:

WICOMICO COUNTY, MARYLAND

Anthony Sarbanes, President, Grantee

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2006, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared _____ of said _____, and as such _____, (s)he made oath in due form of law that the matters and facts hereinbefore set forth are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2006, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Anthony Sarbanes, President of the Wicomico County Council, and as such President, he made oath in due form of law that the matters and facts hereinbefore set forth are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

APPROVED FOR LEGAL SUFFICIENCY:

Edgar A. Baker, Jr.,
County Attorney

Exhibit A

Chesapeake Bay Critical Area Easement Area

The Chesapeake Bay Critical Area Easement Area shall be all that tract or parcel of land lying and being in the Barren Creek Election District of Wicomico County and State of Maryland, and being more particularly described as that area designated "Chesapeake Bay Critical Area Easement Area" on a plat entitled "Chesapeake Bay Critical Area Easement for the Residence at Rivers Edge", made by Becker Morgan Group, Inc., dated September 15, 2006, and intended to be recorded among the Land Records of Wicomico County, Maryland immediately following the execution of this Agreement.



ARCHITECTURE
ENGINEERING

Dover
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

Salisbury
312 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

Wilmington
307 A Street
Wilmington, DE 19801
Ph. 302.888.2600
Fax 302.888.2427

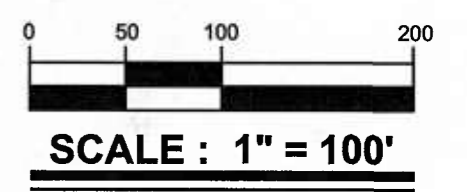
www.beckermorgan.com



RESIDENCES AT RIVERS EDGE

670 FITZWATER STREET
SALISBURY
WICOMICO COUNTY, MARYLAND

CHESAPEAKE BAY CRITICAL AREA EASEMENT PLANTING PLAN

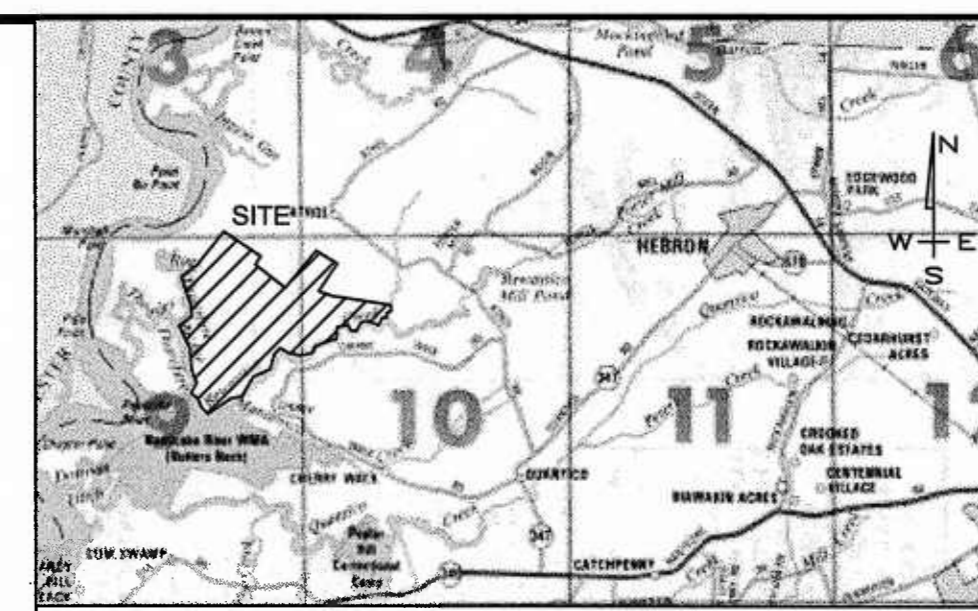


MARK	DATE	DESCRIPTION

PROJECT NO.: 2003223.01
 DATE: 09/14/06
 SCALE: 1" = 100'
 DRAWN BY: M.R.H.
 SHEET

CBCA EASEMENT

COPYRIGHT 2006



ADC THE MAP PEOPLE | PERMITTED USE NUMBER 20406116
VICINITY MAP - NOT TO SCALE

SITE DATA

- OWNER OF RECORD: ROBERT S. BARTOSHESKY & WILLIAM F. D'ALONZO
30566 PADDINGTON COURT
SALISBURY, MARYLAND 21804-2548
- SURVEYOR: HAMPSHIRE, HAMPSHIRE & ANDREWS INC.
226 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
PHONE: 410.742.4673
- PROPERTY MAP NO.: TAX MAP 25, GRID 18, PARCEL 20
- ZONING CLASSIFICATION: A-1
- DEED SUMMARY: 1703/721
- SITE AREAS: 677.00 ACRES
- FLOOD ZONE: ZONE A
PANEL # 240083 0150 A, DATED FEBRUARY 15, 1979.

SITE NOTES

- SITE AREA: 677.00 ACRES
- UPLAND AREA: 407.00 ACRES
- THIS PARCEL MAY CONTAIN HYDRIC SOIL WHICH MAY BE AN INDICATOR OF NON-TIDAL WETLANDS.
- THIS PROPERTY SHOWN IS ON WICOMICO COUNTY SOIL SURVEY SHEET 14.
- THIS PROPERTY BORDERS ON THE WEST BY DIVIDING CREEK A PERENNIAL STREAM.
- NO CULTURAL FEATURES LOCATED ON SITE.
- THE SITE IS LOCATED WITHIN A RESOURCE CONSERVATION AREA OF THE CHESAPEAKE BAY CRITICAL AREA AND MUST OBTAIN A CHESAPEAKE BAY CRITICAL AREA CERTIFICATE OF COMPLIANCE BEFORE ANY DISTURBANCE OF LAND.
- SITE IS LOCATED WITHIN THE NANTICOKE WATERSHED (02-13-03) AND THE NANTICOKE RIVER SUB-WATERSHED (02-13-03-05).

CHESAPEAKE BAY CRITICAL AREA EASEMENT NOTES

- THE CHESAPEAKE BAY CRITICAL AREA EASEMENT AREA (0.50 ACRES) IS TO BE USED FOR THE PROJECT ENTITLED "RESIDENCES AT RIVERS EDGE" (TAX MAP 106, PARCEL 1109, LOT 4, BLOCK 2, CITY OF SALISBURY PROPERTY MAP 65) REQUIREMENTS ESTABLISHED IN SECTION 12.20.190 (D) (4) OF THE CITY OF SALISBURY, MARYLAND MAUNICAL CODE.
- THIS SITE IS SUBJECT TO THE WICOMICO COUNTY CHESAPEAKE BAY CRITICAL AREA PROGRAM. A LONG TERM MANAGEMENT AGREEMENT, DEED OF CHESAPEAKE BAY CRITICAL AREA EASEMENT WICOMICO COUNTY, MARYLAND WILL BE RECORDED SIMULTANEOUSLY WITH THIS PLAT IN THE LAND RECORDS OF WICOMICO COUNTY, MARYLAND.
- NO MACHINERY, VEHICLES, OR EXCESS PEDESTRIAN TRAFFIC SHALL BE ALLOWED IN THE PROTECTED AREAS.
- ALL AREAS DESIGNATED AS "CHESAPEAKE BAY CRITICAL AREA EASEMENT AREA" ON THE PLAT HEREON, SHALL BE MAINTAINED IN PERPETUITY.

OWNER OF CBCA EASEMENT CERTIFICATION

I HEREBY CERTIFY THAT I OWN THE RIGHTS TO THE CHESAPEAKE BAY CRITICAL AREA EASEMENT AS SHOWN ON THIS PLAT AND HEREBY AGREE TO THE TERMS AND CONDITIONS HEREON.

AUTHORIZED REPRESENTATIVE (SIGNATURE) _____ DATE _____

PRINTED NAME _____ TITLE _____

PHONE NUMBER _____

OWNERS CERTIFICATION

I HEREBY CERTIFY THAT I AM THE LEGAL OWNER OF PROPERTY AS SHOWN ON THIS PLAT AND HEREBY AGREE TO THE SUBDIVIDING THEREOF AS SHOWN HEREON.

ROBERT S. BARTOSHESKY _____ DATE _____

SURVEYORS CERTIFICATION

I, VAUGHN A. WIMBROW, HEREBY CERTIFY THAT I AM A REGISTERED PROPERTY LINE SURVEYOR IN THE STATE OF MARYLAND, AND THAT THE INFORMATION SHOWN HEREON AS IT RELATES TO THE BOUNDARY LINES OF THE PARCEL SHOWN WERE PROTRACTED FROM A PLAT PREPARED BY HAMPSHIRE, HAMPSHIRE & ANDREWS INC., ENTITLED "PROPERTY SURVEY FOR MARGARET L. JONES", DATED DECEMBER 20, 1989.

VAUGHN A. WIMBROW _____ DATE _____
 PROPERTY LINE SURVEYOR No. 243 B

LINE	LENGTH	BEARING
L1	54.99	S83°16'09"E
L2	69.79	N80°01'08"E
L3	85.43	S10°25'16"E
L4	82.73	S80°54'43"W
L5	35.83	N72°12'27"W
L6	61.02	N78°36'22"W
L7	104.40	N58°58'52"W
L8	30.42	N42°32'35"W
L9	31.63	N08°29'55"E
L10	23.19	N87°37'28"E
L11	16.95	S82°41'31"E
L12	86.57	S59°26'13"E
L13	42.26	S71°29'05"E

Site Preparation (Herbicide Application)	\$100
Seedlings (341 seedlings @ \$35/1000)	\$12
Planting (Labor for Hand Planting)	\$60
Signage (7 signs @ \$4.50/sign)	\$32
Maintenance (Herbicide Application)	\$100
Biannual Inspections	\$120
TOTAL	\$424

ITEM	EXISTING	PROPOSED
MITIGATION AREA SIGNAGE		
CHESAPEAKE BAY CRITICAL AREA EASEMENT & MITIGATION AREA		
TIDAL WETLAND AREA		
TREE LINE		
IRON ROD		
UNMARKED POINT		

NOTE:
 ALL BOUNDARY SURVEY INFORMATION SHOWN HEREON IS BASED ON A SURVEY PERFORMED BY HAMPSHIRE, HAMPSHIRE & ANDREWS INC., ENTITLED "PROPERTY SURVEY FOR MARGARET L. JONES", DATED DECEMBER 20, 1989.

*Source TIDAL WETLAND LINE
 Hampshire, Hampshire & Andrews
 Field VERIFIED - 2006*

PROTECTIVE SIGNAGE DETAIL (TYP.)

FOREST PROTECTION AREA

MACHINERY, DUMPING OR STORAGE OF ANY MATERIALS IS PROHIBITED

VIOLATORS SUBJECT TO FINES

SIGNS TO BE PLACED AT MAXIMUM 100' INTERVALS ALONG FOREST PROTECTION EDGE. SIGNS CANNOT BE ATTACHED TO TREES BY ANY MEANS.

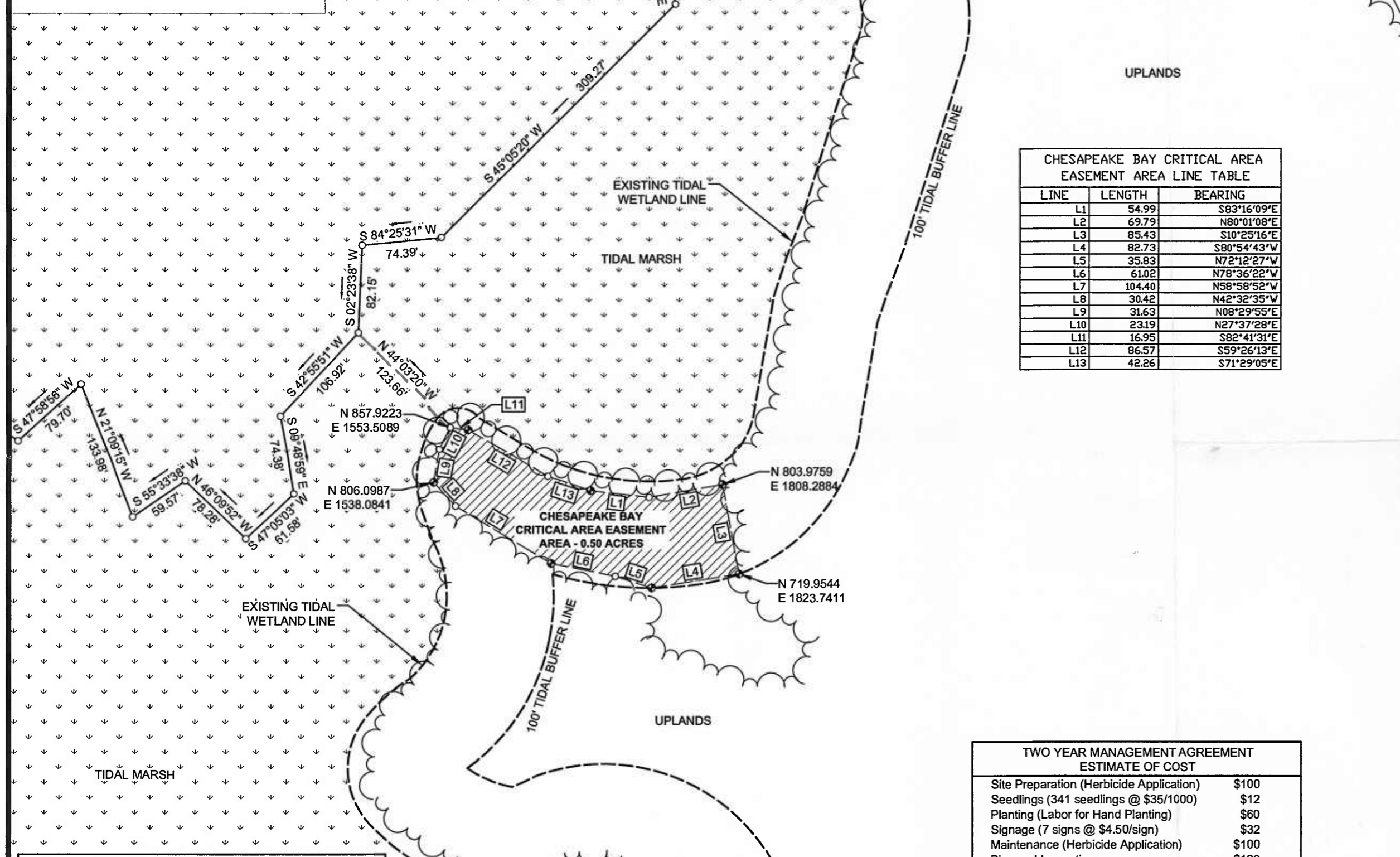
PROTECTIVE FENCING DETAIL (TYP.)

INSTALL PRIOR TO AND MAINTAINED DURING CONSTRUCTION.

AVOID ROOT DAMAGE WHEN PLACING STEEL POSTS.

SECURELY ATTACH WIRE TO STEEL POSTS. RIBBONS SHOULD BE BRIGHTLY COLORED AND LIBERALLY USED.

ATTACH SIGNAGE AT MAXIMUM 100' INTERVALS.



EASEMENT MITIGATION NOTES

CURRENT USE OF THE SITE IS AGRICULTURAL AND CONSISTS OF 677.00 ACRES.

CHESAPEAKE BAY CRITICAL AREA PHOSPHORUS MITIGATION REQUIREMENTS (0.50 ACRES) WILL BE MET THROUGH AFFORESTATION (0.50 ACRES) IN EASEMENT AREA WITH PLANTING COMMENCING AS SOON AS BARE ROOT STOCK IS AVAILABLE AFTER APPROVAL OF THIS SUBDIVISION, POSSIBLY SPRING OF 2007.

AREA TO BE MITIGATED OR PLANTED: 0.50 ACRES OF EXISTING

METHOD OF AFFORESTATION: AGRICULTURAL LAND. BARE ROOT SEEDLING STOCK

SPECIES SELECTION: CRAB APPLES AND RED MAPLES WILL CREATE AN ADEQUATE GREATLY ENHANCE WILDLIFE HABITAT VALUES IN THE AREA AND ARE NATIVE TO THE AREA. BOTTLE TREE SPECIES MAY BE FOUND ON SITE.

PLANT MATERIAL: STANDARD BARE-ROOT SEEDLING STOCK FROM THE MD STATE FOREST TREE NURSERY PRESTON, MD

SITE STOCKING: APPROXIMATELY 8' X 8' SPACING PROVIDING 700 SEEDLINGS PER ACRE. SPECIES AND THEIR SUGGESTED PORTIONS AMONG THE AFFORESTATION SEEDLINGS ARE AS FOLLOWS:

SPECIES	NUMBERS	PERCENTAGES
SWEET CRAB APPLE	175 (700/AC)	25
RED MAPLE	175 (700/AC)	25
TOTALS	350(Minimum)	100

PLANTING SPECIFICATIONS: NURSERY STOCK SEEDLINGS WILL BE MANUALLY PLANTED WITHIN 48 HOURS AFTER RECEIVING BY USE OF SHOVELS OR DIBBLE BARS IN THE PERIOD FROM NOVEMBER 2009 THROUGH APRIL 2007.

POST PLANTING: "PROTECTED FOREST AREA" SIGNS WILL BE INSTALLED AROUND THE PERIMETER OF THE CHESAPEAKE BAY CRITICAL AREA EASEMENT AT INTERVALS OF A MAXIMUM OF 100 FEET.

CRITICAL AREA COMMISSION
OCT 5 2006

Robert L. Ehrlich, Jr.
Governor

Michael S. Steele
Lt. Governor



Martin G. Madden
Chairman

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

1804 West Street, Suite 100, Annapolis, Maryland 21401
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www.dnr.state.md.us/criticalarea/

June 13, 2006

Jimmy Sharp
Chesapeake Bay Critical Area Planner
Wicomico County
Department of Planning, Zoning and Community Development
P.O. Box 870
Salisbury, Maryland 21803-0870

RE: Rivers Edge Subdivision

Dear Mr. Sharp:

Thank you for submitting information on the above referenced subdivision. The parcel is 3.83 acres in size, is located entirely within the IDA classification of the Critical Area in Salisbury, and is Buffer Exempt. It is our understanding that currently no impervious surface exists on the parcel and that development will result in a total impervious surface on the site of 2.94 acres. I have reviewed the submitted plans and have the following comments:

- 1) **Buffer:** It is our understanding that the parcel is a Buffer Exempt Area (BEA). Ordinarily, a BEA requires a 25 foot setback. However, in this case, the City of Salisbury has requested that the Critical Area Commission provide administrative approval to allow for development of a uniform Riverwalk which will provide public access to the water. At this time, in the absence of this approval, we have the following conditions for the proposed Riverwalk at this site: The specifications for the Riverwalk include an 8-foot walkway with a two-foot filter strip between the walkway and the water, and a 20-foot Buffer. The filter strip should be planted in native vegetation to absorb runoff.
- 2) **Natural Features:** Wicomico County Code section 125-46(B)(4) requires that the boundary survey plat show the location of all natural features, such as streams, major ravines and drainage patterns. These features are not shown and it is not clear whether these features exist on the parcel. Please request that the applicant either show these features or provide a plat note stating that no such features exist on the site.
- 3) **Existing Conditions Map:** The applicant is required to provide an existing conditions map which shows all existing natural and man-made features per the requirements of Wicomico County Code section 125-46(B)(5). While it seems that the "Topographical and Boundary Survey" site plan depicts some the existing conditions it is not clear

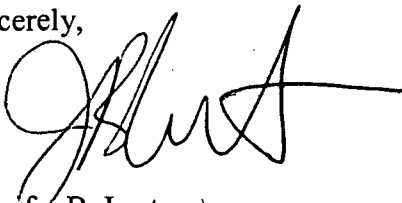
Jimmy Sharp
June 13, 2006
Page 2 of 2

whether all of the existing conditions are shown. Please request that the applicant either resubmit with all existing conditions shown, or provide a plat note that states that all existing conditions are shown. This site plan should also include floodplain boundaries and identify all soils and the location of soils as required by 125-46(B)(6) and (7).

- 4) Habitat Protection Areas (HPAs): We have not received comments from the Department of Natural Resources Heritage Division and all other necessary agencies which are involved in the identification and regulation of any HPAs on this site. Please forward these letters to our office as they become available.
- 5) Environmental Assessment Report: The Wicomico County Code Section 125-46(F)(7) requires the applicant to submit an environmental assessment report which provides a statement of how the proposed development addresses the goals and objections of the Wicomico County Critical Area program. This report has not been submitted. Please request the applicant provide this report and include the information required by section 125-46 (F)(7).
- 6) Stormwater Management: It is our understanding that the applicant cannot meet the required phosphorus load removal onsite and is paying a fee-in-lieu of mitigation for .99 lbs that cannot be met on site.

Thank you for the opportunity to provide comments. We request any revisions be sent to this office for our review and comment, given the outstanding issues. If you have any questions, please call me at (410) 260-3481.

Sincerely,



Jennifer B. Lester
Natural Resources Planner

Cc: Matthew R. Hedger



ARCHITECTURE
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June 21, 2006

Ms. Jennifer B. Lester
Natural Resources Planner
State of Maryland
Critical Area Commission
Chesapeake and Atlantic Coastal Bays
1804 West Street, Suite 100
Annapolis, Maryland 21401

RECEIVED

JUN 23 2006

CRITICAL AREA COMMISSION

Re: **RIVERS EDGE**
Salisbury, Maryland
2004223.01

Dear Ms. Lester:

In reference to the Critical Area Commissions letter, we offer the following responses to your correspondence dated 6/13/06:

- 1) **Buffer:** It is our understanding that the parcel is a Buffer Exempt Area (BEA). Ordinarily, a BEA requires a 25 foot setback. However, in this case, the City of Salisbury has requested that the Critical Area Commission provide administrative approval to allow for development of a uniform Riverwalk which will provide public access to the water. At the this time, in the absence of this approval, we have the following conditions for the proposed Riverwalk at this site: The specifications for the Riverwalk include an 8-foot walkway with a 2-foot filter strip between the walkway and the water, and a 20-foot Buffer. The filter strip should be planted in native vegetation to absorb runoff.

We have provided an 8-foot riverwalk with a minimum 2-foot filter strip between the walk and the Wicomico River. Some areas have in excess of 8 feet of filter strip between the walk and the river. A 30-foot Tidal Buffer has been provided and may be seen on the previously provided site plan.

- 2) **Natural Features:** Wicomico County Code section 125-46(B)(4) requires that the boundary survey plat show the location of all natural features, such as streams, major ravines and drainage patterns. These features are not shown and it is not clear whether these features exist on the parcel. Please request that the applicant either show these features or provide a plat note stating that no such features exist on the site.

The completed existing conditions survey has previously been provided and indicates all natural features.

- 3) **Existing Conditions Map:** The applicant is required to provide an existing conditions map which shows all existing natural and man-made features per the requirements of Wicomico County Code section 125-46(B)(5). While it seems that the "Topographical and Boundary Survey" site plan depicts some of the existing conditions it is not clear whether all of the existing conditions are shown. Please

BECKER MORGAN GROUP, INC.

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

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950
FAX 302.734.7965

SOUTHBANK OFFICE PARK
307 A STREET
WILMINGTON, DELAWARE 19801
302.888.2600
FAX 302.888.2427

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request that the applicant either resubmit with all existing conditions shown, or provide a plat note that states that all existing conditions are shown. This site plan should also include floodplain boundaries and identify all soils and the location of soils as required by 125-46(B)(6) and (7).

The completed existing conditions survey has previously been provided and indicates all natural features.

- 4) Habitat Protection Areas (HPAs): We have not received comments from the Department of Natural Resources Heritage Division and all other necessary agencies which are involved in the identification and regulation of any HPAs on this site. Please forward these letters to our office as they become available.

~~✘~~ *Lori Byrne, Wildlife and Heritage Services, Maryland Department of Natural Resources, has been notified of the project. We will provide the response when it is received.*

- 5) Environmental Assessment Report: The Wicomico County Code Section 125-46(F)(7) requires the applicant to submit an environmental assessment report which provides a statement of how the proposed development addresses the goals and objections of the Wicomico County Critical Area program. This report has not been submitted. Please request the applicant provide this report and include the information required by section 125-46(F)(7).

The Environmental Assessment is enclosed for your review.

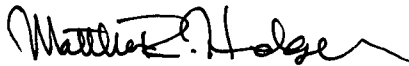
- 6) Stormwater Management: It is our understanding that the applicant cannot meet the required phosphorus load removal onsite and is paying a fee-in-lieu of mitigation for .99 lbs that cannot be met on site.

We intend to pursue the fee-in-lieu path and are currently working with the Wicomico County Department of Planning and Zoning office to facilitate this option.

If you have any questions regarding these responses, please do not hesitate to call.

Sincerely,

BECKER MORGAN GROUP, INC.



Matthew R. Hedger
Civil Designer

nll

200422301ax-ltr_MDCriticalReview.doc

ENVIRONMENTAL ASSESSMENT

For

RESIDENCES AT RIVERS EDGE
20042236.01
670 FITZWATER STREET
SALISBURY, MARYLAND

WICOMICO COUNTY
TAX MAP 106, PARCEL 1109, BLOCK 2, LOT 4
4.00 ACRES

Prepared By

Matthew R. Hedger
Becker Morgan Group
312 West Main Street, Suite 300
Salisbury, Maryland 21801

RECEIVED

JUN 23 2006

June 21, 2006

CRITICAL AREA COMMISSION

EXISTING SITE CONDITIONS

This site is located on Fitzwater Street in Salisbury, Maryland. The subject site is identified in the Wicomico County Assessment Record on Tax Map 106, as Parcel 1109, Block 2, Lot 4 and further described in the Wicomico County Land Records in Liber 2558, Folio 51.

The total area of the site is 4.00 acres. The topographic survey of the site shows that the land is basically level. However, the site drops off from roughly elevation 4' to elevation 2.07' (mean high water line) within the southern portion of the site that is directly adjacent to the Wicomico River. The site contains 166 mixed hardwoods all within the 30' Tidal Buffer and includes species such as red maple, locust, tulip popular and sycamore. The remaining lands support various grass species. The site has been vacant for more than forty (40) years. The black and white photo labeled Photo #2 shows U. S. Route 50 (completed in approximately 1966) still under construction and not yet completed. The property is located entirely within an Intensely Developed Area of the Chesapeake Bay Critical Area, is a buffer lot on the Wicomico River and is located within Flood Zone A3, per FEMA FIRM Community Panel 240080 0002B, dated September 28, 1984.

Within a letter dated June 22, 2005 (attached), the Department of The Army Corps of Engineers determined that the wetlands within the "Area of review" depicted on a drawing dated March 28, 2005, prepared by Becker Morgan Group, Inc., identified as Survey Lands of cavalier Resources Limited Partnership, Fitzwater Street, Salisbury, Wicomico County, Maryland, Topographic and Boundary Survey, is accurate. From the drawing mentioned, it has been determined that an insignificant amount of tidal fringe wetlands exists along the mean high water line along the property.

No rare or endangered species were observed on this property and Lori Byrne, Wildlife and Heritage Services, Maryland Department of Natural Resources, has been notified by letter (attached) of the proposed development. Cultural features within view of this property include existing residential lots, a restaurant, marina and several commercial properties across the Wicomico River. No slopes greater than 5% were observed on the property and no historic sites were found. This site is located within the Lower Wicomico River Watershed (2130301). The property is located on A.D.S. Map 12.

PROPOSED SITE CONDITIONS

The site will be developed with four residential buildings consisting of 116 condominium/loft units and associated parking totaling 113,240 SF of impervious area. This represents approximately 65% impervious area in the post development condition. Water quality management is provided for 100 percent of the increased impervious area by a combination of a micropool/pocket pond with extended detention and bioretention. Since the main outfall discharges directly to tidal waters, only quality stormwater management is required.

The proposed site has been designed in accordance with the City of Salisbury development regulations using Best Management Practices (BMPs) listed in the City's Stormwater Design Guidelines. The pond and bioretention areas have been designed to capture and treat the water quality volume required by Maryland regulations. Recharge is provided by additional storage under the bioretention perforated drain pipe to allow runoff to infiltrate into the soil.

This project must also comply with the 10% pollutant reduction rule. The site will utilize a micropool ED pond and two (2) bioretention facilities for stormwater management and to reduce the pollutant load leaving the site. It has been calculated that the pollutant removal required for this project is 4.41 pounds of phosphorus (ph) per year. The micropool ED pond and two (2) bioretention facilities will remove 2.56 pounds of ph per year and the 0.25 acres of tidal wetland restoration gives the project a credit of removing another 0.75 pounds of ph a year. In total, we will remove all but 1.10 pounds of the pollutant removal requirement. We looked into alternative BMP options and have not found one that would work on site. We have no other alternative but to pay a fee-in-lieu for the amount of pollutant removal requirement that could not be reduced on site.

All sewage produced from the proposed site will be pumped to the City of Salisbury's Waste Water Treatment Plant. Water will be supplied by the City of Salisbury.

Maryland Department of The Environment and the Army Corps of Engineers have authorized through General Tidal Wetlands License 06-GL-0311 and Corps Permit Number 200565701 (attached), to fill, grade and plant marsh vegetation along 350 feet of eroding shoreline behind a low profile log containment sill within a maximum of 34 feet channelward of the mean high water line, to emplace 335 feet of rip rap revetment within a maximum of 10 feet channelward of the mean high water line and to install a 2' diameter stormwater outfall pipe at/or above the mean high water line of the Wicomico River.

GENERAL SOIL SURVEY

Based upon the Wicomico County Soil Survey Map #25, this site has the following soil type:

Soils Key

Ma Made Land – Type D Soil



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230

410-537-3000 • 1-800-633-6101

Robert L. Ehrlich, Jr.
Governor

Kendl P. Philbrick
Secretary

Michael S. Steele
Lieutenant Governor

Jonas A. Jacobson
Deputy Secretary

GENERAL TIDAL WETLANDS LICENSE 06-GL-0311

Licensee: River Edge Venture LP
Address: c/o Robert Simpkins
312 West Main Street, Suite 300
Salisbury, MD 21801

Under the authority of the Board of Public Works of the State of Maryland and in accordance with Title 16, Wetlands and Riparian Rights, Environment Article, Annotated Code of Maryland and COMAR 23.02.04 and COMAR 26.24 and the conditions of this license, the licensee is authorized to perform the following activity:

To fill, grade and plant marsh vegetation along 350 feet of eroding shoreline with approximately 65 cubic yards of sand place behind a low profile log containment sill within a maximum of 34 feet channelward of the mean high water line; to emplace 335 feet of rip rap revetment within a maximum of 10 feet channelward of the mean high water line; to install a 2-foot diameter stormwater outfall pipe at/or above the mean high water line of the Wicomico River at the South side of Fitzwater Street at the Hill Street intersection in Wicomico County as depicted on the attached plan dated 7/19/05.

By applying for and receiving this General License the licensee shall be considered to have knowledge of and to have accepted the special and general conditions of this license. Licensee agrees that all work shall be performed in compliance with these conditions.

This general license is subject to the following conditions:

SPECIAL CONDITIONS

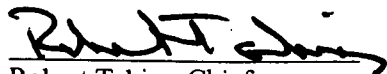
A. Marsh establishment:

1. The licensee shall use clean substrate fill material, no more than 10% of which shall pass through a standard number 100 sieve.
2. The marsh establishment area shall be planted within one year following completion of the filling operation.
3. The marsh establishment shall project shall be maintained as a wetland, with non-nuisance species' aerial coverage of at least 85% for three consecutive years. If 85% coverage is not attained, the reasons for failure shall be determined, corrective measures shall be taken, and the area shall be replanted.
4. If the fill is graded hydraulically, the licensee shall use a turbidity curtain around the perimeter of the instream work.
5. If the existing bank is to be cleared or graded, the licensee shall obtain any required erosion and sediment control plan from the Wicomico County Soil Conservation District.

6. The permittee shall comply with all State Critical Area guidelines.

GENERAL CONDITIONS

- A. The licensee shall obtain an approved sediment and erosion control plan from the local soil conservation district when the area disturbed is greater than 5000 square feet;
- B. The licensee certifies real property interest in the contiguous upland;
- C. This license is valid only for use by the licensee. Permission for transfer of the license shall be obtained from the Maryland Department of the Environment. The terms and conditions of this license shall be binding on any assignee or successor in interest of the license;
- D. The licensee acknowledges that this license does not transfer any property interest in State tidal wetlands. This license allows the licensee to use State tidal wetlands only for the structure or activity authorized herein and in no way limits the use of waters of the State by the public;
- E. This license is void if the licensee fails to obtain all required State, Federal, and local approvals before beginning work on the licensed structure or activity;
- F. The licensee shall allow representatives of the Maryland Department of the Environment to enter the property at reasonable times to inspect the ongoing or completed work under the license;
- G. The licensee shall make every reasonable effort to design and construct the structure or perform the activity authorized in this license in a manner which minimizes adverse impacts on natural resource values, including water quality, plants, wildlife, plant and wildlife habitat, and on historic property values;
- H. The licensee shall notify the Water Management Administration, Inspections and Compliance Division at (410) 901-4020 at least 5 days before beginning the activity;
- I. This license expires 3 years after the date of issuance. The licensee shall complete construction of the activity authorized under this license within the allowed 3 years, otherwise a new general license shall be obtained;
- J. The Maryland Department of the Environment may suspend or revoke this license upon written finding for good cause that suspension or revocation is in the State's best interest.

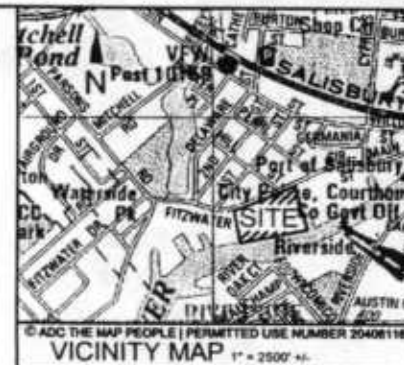


Robert Tabisz, Chief
License and Permit Review Section
Tidal Wetlands Division

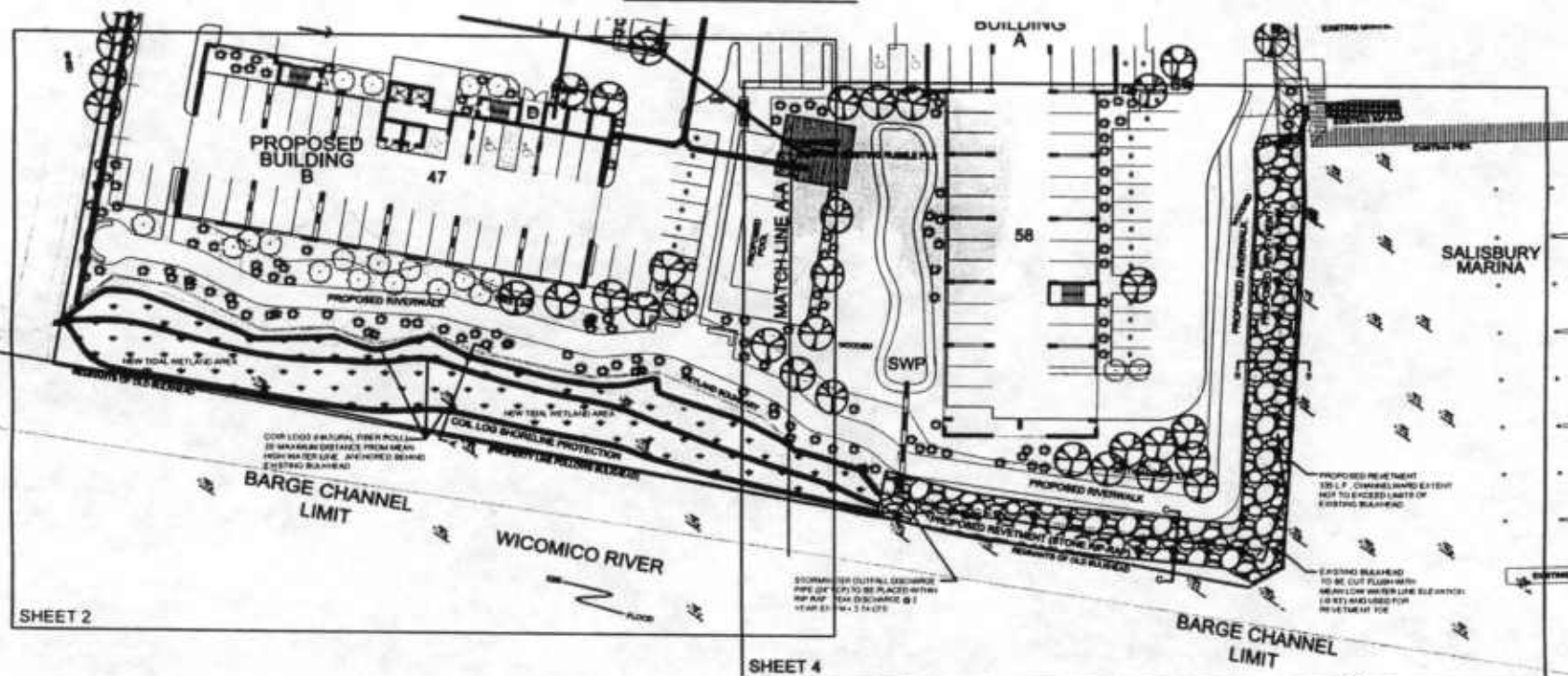
Date of Issuance: September 29, 2005



2004-05-26
03-66-03/1

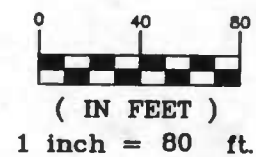


KEY MAP



SCOPE OF WORK

COIR LOGS	350 L.F.
REVETMENT	335 L.F.
STORMWATER OUTFALL DISCHARGE	1
TIDAL WETLAND DISTURBED	0.02 ACRES
TIDAL WETLAND CREATED	0.23 ACRES



NOTES

- MEAN HIGH WATER LINE ELEVATION = 2.07' *
MEAN LOW WATER LINE ELEVATION = -0.93' *
SOUNDING ARE IN FEET & WERE FIELD VERIFIED.*
* Based on the 1929 NGVD (1966 Adjustment).
- PROJECT WILL NOT ENCROACH ANY MORE CHANNELWARD THAN THE EXISTING BULKHEAD.
- PROJECT IS LOCATED USING MARYLAND STATE PLANE COORDINATE SYSTEM.



ARCHITECTURE
ENGINEERING
Dover
312 West Main St. Suite 300
Salisbury, MD 21801
P: 410.546.9100
F: 410.546.5824

www.beckermorgan.com

RIVERS EDGE
FITZWATER STREET
SALISBURY, MARYLAND
DEVELOPER:
RIVERS EDGE VENTURE, L.P.
C/O CROSBY REAL ESTATE ASSOCIATES
295 BAY STREET #5
EASTON, MD 21601

WETLAND PERMIT
SHEET 1 OF 6

REVETMENT &
COIL LOG
PROTECTION

PROJECT: 2004223.00

DATE: 07/12/05

SCALE: 1" = 80'

DRAWN BY: MRH

W001

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MORGAN
GROUP**

ARCHITECTURE
ENGINEERING

Dover

312 West Main St. Suite 300
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P: 410.546.9100
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www.beckermorgan.com

20056569.6
06-6L-0311

RIVERS EDGE
FITZWATER STREET
SALISBURY, MARYLAND

DEVELOPER:
RIVER EDGE VENTURE, L.P.
C/O CROSBY REAL ESTATE ASSOCIATES
295 BAY STREET #5
EASTON, MD 21601

WETLAND PERMIT
SHEET 2 OF 6

COIL LOG
SHORELINE
PROTECTION

PROJECT: 2004223.00

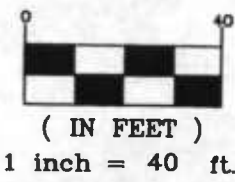
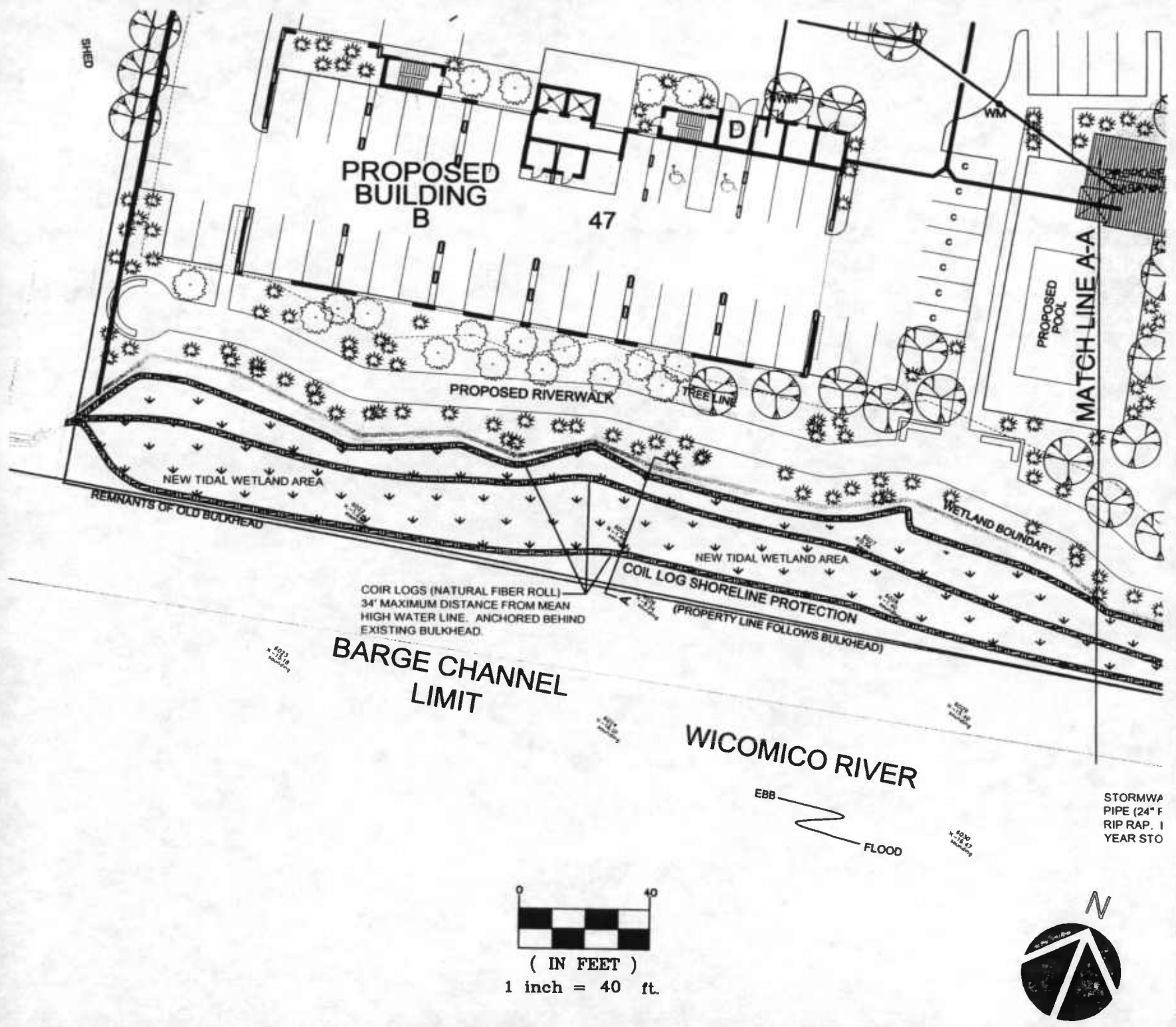
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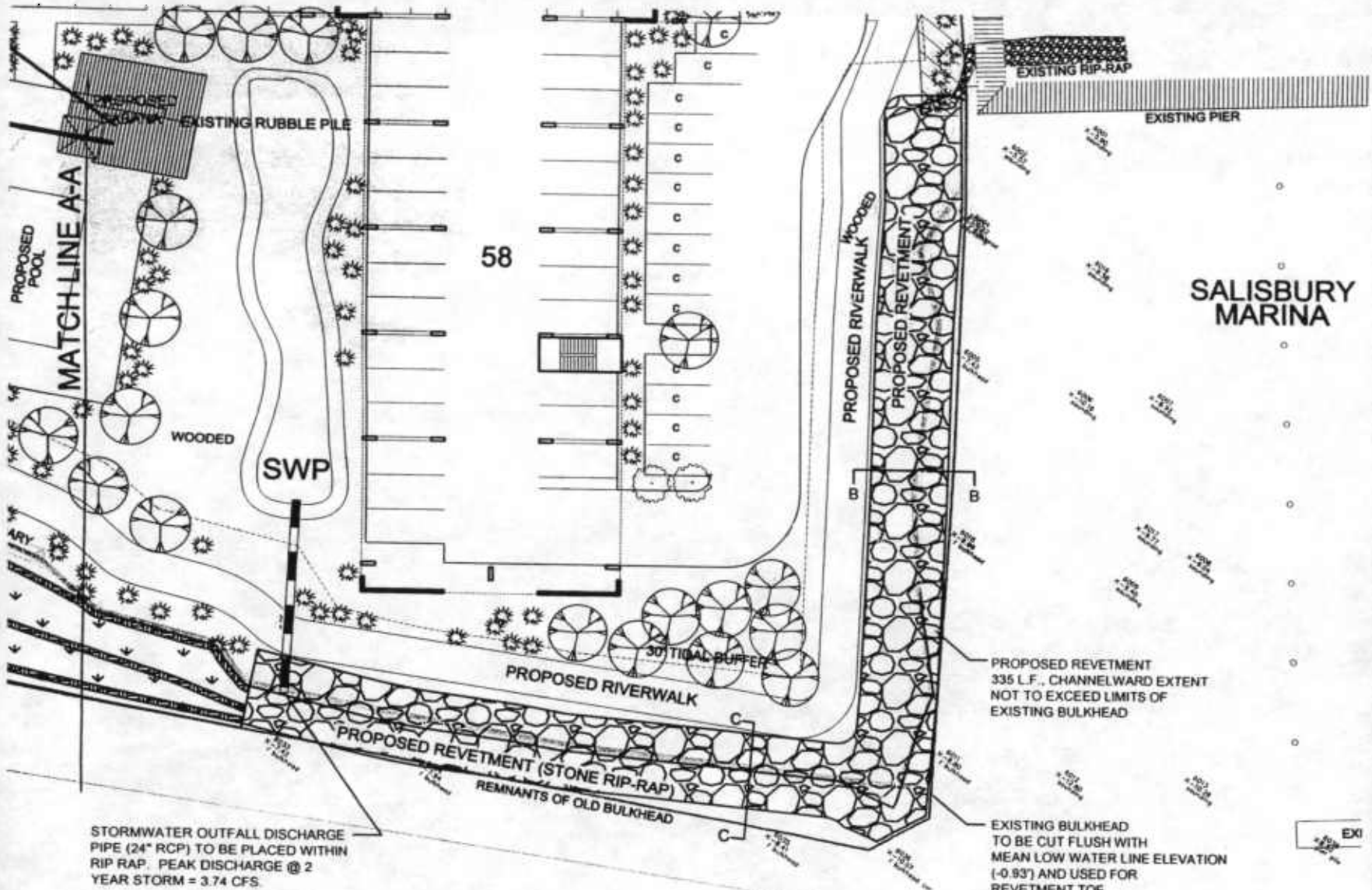
SCALE: 1" = 50'

DRAWN BY: MRH

W002

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STORMWATER OUTFALL DISCHARGE PIPE (24" RCP) TO BE PLACED WITHIN RIP RAP. PEAK DISCHARGE @ 2 YEAR STORM = 3.74 CFS.

PROPOSED REVETMENT 335 L.F., CHANNELWARD EXTENT NOT TO EXCEED LIMITS OF EXISTING BULKHEAD

EXISTING BULKHEAD TO BE CUT FLUSH WITH MEAN LOW WATER LINE ELEVATION (-0.93') AND USED FOR REVETMENT TOE

BECKER MORGAN GROUP

ARCHITECTURE ENGINEERING

W. S. Morgan

312 MONTGOMERY AVENUE, SUITE 300

WILMINGTON, DELAWARE 19801

P: 303.388.2900

F: 303.388.2888

www.beckermorgan.com

SALISBURY MARINA

20050509
06-17-2005

RIVERS EDGE
FITZWATER STREET
SALISBURY, MARYLAND

DEVELOPER: VENTURE LLP
RIVERS EDGE REAL ESTATE ASSOCIATES
C/O CROSBY REAL ESTATE ASSOCIATES
295 BAY STREET #5
EASTON, MD 21601

WETLAND PERMIT SHEET 3 OF 6

REVEMENT

PROJECT: 2004223.00

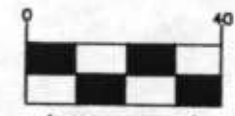
DATE: 07/12/05

SCALE: 1" = 50'

DRAWN BY: MRH

W003

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(IN FEET)
1 inch = 40 ft.

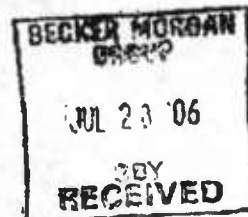




Robert L. Ehrlich, Jr., Governor
Michael S. Steele, Lt. Governor
C. Ronald Franks, Secretary

July 24, 2006

Mr. Matthew R. Hedger
Becker Morgan Group, Inc.
Port Exchange, Suite 300
312 West Main Street
Salisbury, MD 21801



RE: Environmental Review for Residences at Rivers Edge, Tax Map 106, Parcel 1109, Block 2, Lot 4, Fitzwater Street, Salisbury, Project #2004223.01, Wicomico County, Maryland.

Dear Mr. Hedger:

The Wildlife and Heritage Service has determined that there are no State or Federal records for rare, threatened or endangered species within the boundaries of the project site as delineated. As a result, we have no specific comments or requirements pertaining to protection measures at this time. This statement should not be interpreted however as meaning that rare, threatened or endangered species are not in fact present. If appropriate habitat is available, certain species could be present without documentation because adequate surveys have not been conducted.

Thank you for allowing us the opportunity to review this project. If you should have any further questions regarding this information, please contact me at (410) 260-8573.

Sincerely,

Lori A. Byrne,
Environmental Review Coordinator
Wildlife and Heritage Service
MD Dept. of Natural Resources

ER #2006.1091.wi

WICOMICO
Planning Office

Received
Date 8/3/06 By [Signature]

Tawes State Office Building • 580 Taylor Avenue • Annapolis, Maryland 21401

410.260.8DNR or toll free in Maryland 877.620.8DNR • www.dnr.maryland.gov • TTY users call via Maryland Relay

**LONG TERM MANAGEMENT AGREEMENT
DEED OF CHESAPEAKE BAY CRITICAL AREA EASEMENT
WICOMICO COUNTY, MARYLAND**

THIS DEED OF CHESAPEAKE BAY CRITICAL AREA EASEMENT is made this day of _____, 2006, by and between Robert S. Bartoshesky hereinafter called the "Grantors", and WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, hereinafter called "County".

RECITALS

WHEREAS, Grantor(s) are the owners of a certain parcel of land situate in the Barren Creek Election District of Wicomico County, Maryland, which was conveyed to Grantors by deed dated September 2, 1999, and recorded among the Land Records of Wicomico County, Maryland, in Liber 1703, Folio 721, et seq.; and

WHEREAS, Grantor(s) have elected to engage in a regulated activity, as defined by Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code, Title 12, Streets, Sidewalks and Public Places, and have applied to the City of Salisbury and Wicomico County Department of Planning, Zoning and Community Development for approval of the regulated activity; and

WHEREAS, as a condition of the aforesaid approval, Grantors have submitted and the County has approved Final Chesapeake Bay Critical Area Easement Plan (the "Plan"), which sets forth the requirements for the 10% Rule in the Chesapeake Bay Critical Area in an area located on the aforesaid property and designated on the approved final subdivision plat, site development plan, or grading permit, as the Chesapeake Bay Critical Area Easement Area, and more particularly described on Exhibit A, attached hereto and made a part hereof. Said Plan is incorporated into and made a part of this Deed of Easement by reference; and

WHEREAS, the Final Chesapeake Bay Critical Area Easement Plan, and Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code, Title 12, Streets, Sidewalks and Public Places, require the establishment of a mitigation easement in, on, over and through Chesapeake Bay Critical Area Easement Area, to ensure the permanent protection, management and inspection of said area.

GRANT AND AGREEMENTS

, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor(s) do hereby grant and convey unto Wicomico County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, a Chesapeake Bay Critical Area management and access easement, of the nature and character and to the extent hereinafter set forth, in, on, over, through and across the aforesaid Chesapeake Bay Critical Area easement (as described in Exhibit A). Grantor(s) further establish, create and declare the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

2. Grantor(s) covenant with the County as follows:

A. To refrain from destroying, damaging or removing anything of nature which grows there now, or hereafter except (i) as provided herein, (ii) with the approval of the County as to manner, form, extent and any other aspects of the removal whatsoever, or (iii) as otherwise provided in the final Chesapeake Bay Critical Area easement plan approved under Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code and Chapter 125 of the Wicomico County Code; it being the express intention of the parties hereto that Grantor(s) shall comply with the final Chesapeake Bay Critical Area easement plan approved under Section 12.20.190(D)(4) of the Salisbury, Maryland Municipal Code and Chapter 125 of the Wicomico County Code and that the easement area shall be preserved in a manner which protects the forest thereon, existing or to be established without approval of the County as to manner, form, extent and any other aspects of the removal whatsoever.

B. All areas designated as "Chesapeake Bay Critical Area Easement Area" on the final easement plan designated above, shall be maintained in perpetuity in accordance with the approved Easement plan.

3. Grantor(s) hereby relinquish the right to use or develop the Chesapeake Bay Critical Area easement area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the Chesapeake Bay Critical Area easement area in accordance with the terms and conditions of the Plan;

B. Passive recreational activities which are consistent with and do not interfere with Chapter 125 of the Wicomico County Code and management or cause harm to forest management resources, including walking, hiking, and bird watching;

C. Wicomico County Chesapeake Bay Critical Area Program and management practices, including harvesting of trees in accordance with a written agreement with the State Department of Natural Resources; provided suitable provisions are made for the replacement of harvested trees.

4. Grantor(s) may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead or dying trees, and obnoxious plants or weeds. However, prior authorization from the City of Salisbury and Wicomico County Department of Planning, Zoning and Community Development is required and a Chesapeake Bay Critical Area Certificate of Compliance must be obtained.

5. All rights reserved by or not prohibited to Grantor(s) shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the easement area.

6. The County, or its duly authorized representatives shall have the right, at reasonable hours, to enter the Chesapeake Bay Critical Area easement area for the sole purpose of inspecting the easement area to determine whether the Grantor(s) are complying with the terms, covenants, conditions, limitations and restrictions herein contained.

7. No failure on the part of the County to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of the County to enforce the same in the event of a subsequent breach or default.

8. Upon any breach of the terms of this Deed of Easement the County may exercise any or all of the remedies provided in Chapter 125 of the Wicomico County Code including, but not limited to the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach; to require the restoration of the forest to its condition prior to such breach, and such other legal action as may be necessary to ensure compliance with this Deed of Easement and the covenants, conditions, limitations and restrictions herein contained. If Grantor, is found to have breached any of its obligations under this Deed of Easement, Grantor shall reimburse the County for any costs or expenses incurred, including consultant's fees, court costs, reasonable attorney's fees, and any administrative and overhead costs.

9. If the Grantor has any questions concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said easement property, Grantor may submit a written request to the County for consideration and approval of such use; and County may relax any requirement hereof or render an interpretation hereof.

10. This Deed of Easement does not grant the public, in general, any right of access or any right to the use of the easement area, or any other portion of the property. This easement extends only to those areas designated as the Chesapeake Bay Critical Area easement area and necessary access thereto.

11. The Grantor(s) further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the Chesapeake Bay Critical Area easement area and all portions thereof and shall bind the Grantor(s) and their heirs, personal representatives, successors and assigns and shall bind all present and subsequent owners of the property identified herein.

12. Grantor(s) agree to make specific reference to this Deed of Easement in a separate paragraph of any subsequent sales contract, mortgage, deed, lease or other legal instrument by which any interest in the Chesapeake Bay Critical Area easement area is conveyed.

13. This Deed of Easement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

14. The undersigned lienholders, if any, do hereby join in this conveyance for the purpose of granting and conveying the above stated easement as legal title holder of the herein described property.

TO HAVE AND TO HOLD the said easement unto Wicomico County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.

AND the said Grantors covenant that they have not done nor suffered to be done anything to encumber the property, easement, and or rights hereby conveyed and that they will execute such other and further assurances of the same as may be necessary and requisite.

AS WITNESS our hands and seals the day and year first above written.

WITNESS:

Grantor

Grantor

ATTEST:

WICOMICO COUNTY, MARYLAND

Anthony Sarbanes, President, Grantee

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared _____ of said _____, and as such _____, (s)he made oath in due form of law that the matters and facts hereinbefore set forth are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2006, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Anthony Sarbanes, President of the Wicomico County Council, and as such President, he made oath in due form of law that the matters and facts hereinbefore set forth are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

APPROVED FOR LEGAL SUFFICIENCY:

Edgar A. Baker, Jr.,
County Attorney

Exhibit A

Chesapeake Bay Critical Area Easement Area

The Chesapeake Bay Critical Area Easement Area shall be all that tract or parcel of land lying and being in the Barren Creek Election District of Wicomico County and State of Maryland, and being more particularly described as that area designated "Chesapeake Bay Critical Area Easement Area" on a plat entitled "Chesapeake Bay Critical Area Easement for the Residence at Rivers Edge", made by Becker Morgan Group, Inc., dated September 15, 2006, and intended to be recorded among the Land Records of Wicomico County, Maryland immediately following the execution of this Agreement.

SITE PLAN & LAYOUT NOTES

- CONTRACTOR SHALL MATCH PROPOSED CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS; DOORS, PORCHES, STEPS, RAMPS AND LOADING DOCK LOCATIONS.
- DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- MINIMUM YARD SETBACK IS MEASURED TO THE FINISHED WALL SURFACE, NOT THE FOUNDATION.
- SIDEWALKS DAMAGED DURING CONSTRUCTION SHALL BE RECONSTRUCTED FOR ENTIRE PERIMETER OF PROPERTY TO MATCH EXISTING.
- CONTRACTOR IS RESPONSIBLE FOR ALL STAKEOUT REQUIRED TO CONSTRUCT THE PROJECT.
- ALL CONSTRUCTION SHALL CONFORM TO THE SEDIMENT & EROSION CONTROL REQUIREMENTS AS SHOWN ON THE APPROVED EROSION & SEDIMENT CONTROL PLAN.
- ALL HANDICAPPED PARKING DEMARCATION, STALLS, AND BUILDING ACCESSIBLE ROUTES SHALL COMPLY WITH THE "AMERICAN WITH DISABILITIES ACT."
- IT SHALL BE THE DUTY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS GIVEN ON THE DRAWINGS AND TO REPORT TO THE OWNER ANY ERROR OR INCONSISTENCY WITH THE ACTUAL CIRCUMSTANCES IN THE FIELD BEFORE COMMENCING WORK.
- ALL INTERIOR RADII WITHOUT NOTATION ARE TO BE 2'.

MAINTENANCE OF TRAFFIC

THE CONTRACTOR SHALL DESIGNATE AND SUBMIT TO THE CITY THE NAME OF THE PERSON DESIGNATED AS THE TRAFFIC MANAGER FOR THIS PROJECT PRIOR TO CONSTRUCTION. ALL SIGNS, ARROW BOARDS, BARRICADES, LIGHTS, FLAGMEN, ETC. NEEDED FOR MAINTENANCE OF TRAFFIC SHALL BE FURNISHED BY THE CONTRACTOR. ALL TRAFFIC CONTROL DEVICES SHALL BE PROPERLY MAINTAINED TO INSURE THAT THE GENERAL PUBLIC'S SAFETY IS NEVER JEOPARDIZED. ALL TRAFFIC CONTROL DEVICES ARE TO CONFORM AND ADHERE TO THOSE SPECIFIED AND SET FORTH IN THE MARYLAND DEPARTMENT OF TRANSPORTATION "NEW WORK ZONE TRAFFIC CONTROL" AND/OR "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."

STORM DRAIN EASEMENT

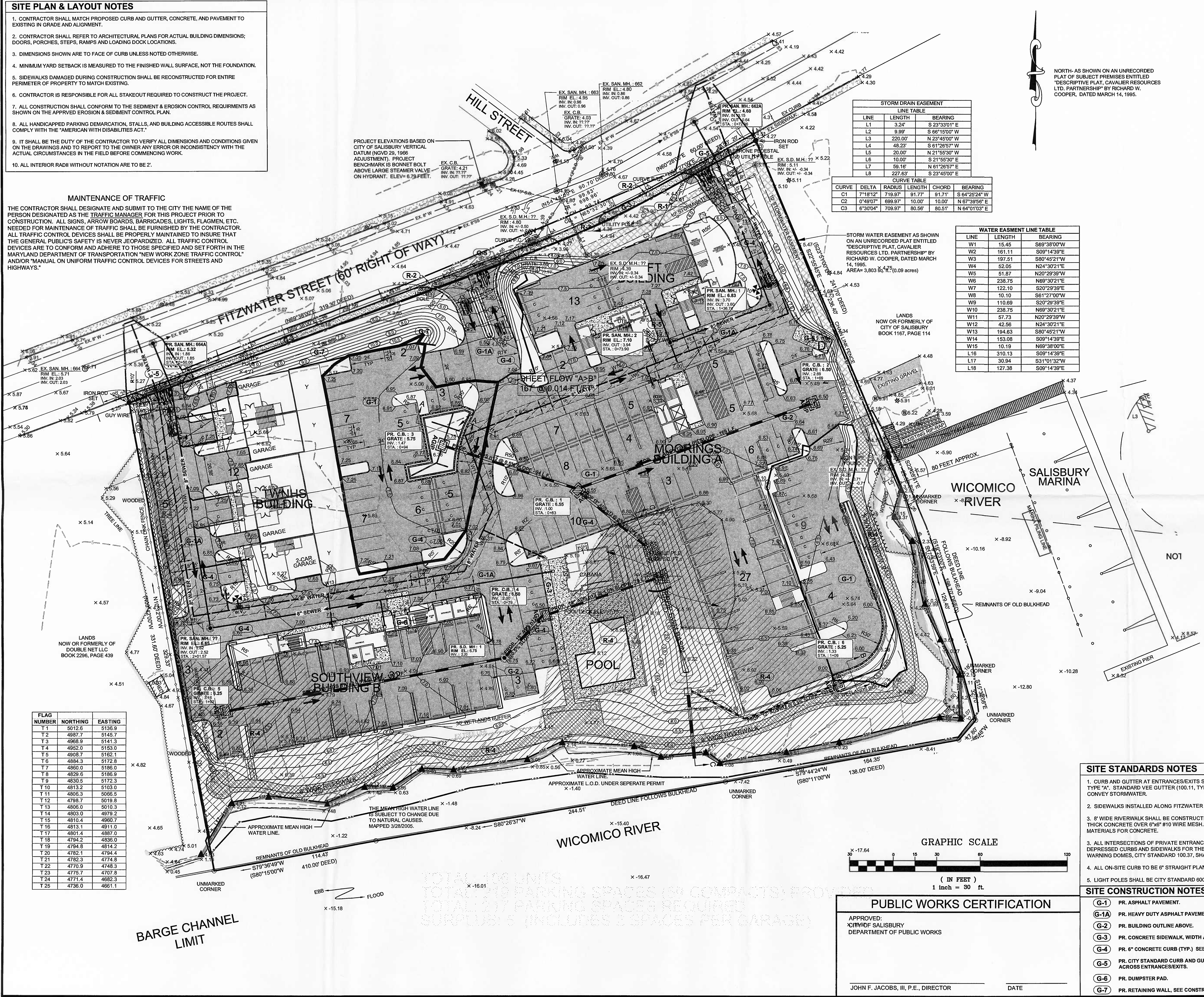
LINE	LENGTH	BEARING
L1	3.24	S 23°33'01" E
L2	9.99	S 66°15'00" W
L3	220.00	N 23°45'00" W
L4	48.22	S 61°25'57" W
L5	20.00	N 21°55'30" W
L6	10.00	S 21°55'30" E
L7	59.16	N 61°26'57" E
L8	227.63	S 23°45'00" E

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	77°18'12"	719.97	91.77	91.71	S 64°25'24" W
C2	0°49'07"	699.97	10.00	10.00	N 67°39'56" E
C3	6°30'04"	709.97	80.56	80.51	N 64°01'03" E

WATER EASEMENT LINE TABLE

LINE	LENGTH	BEARING
W1	15.45	S89°38'00" W
W2	161.11	S09°14'39" E
W3	197.51	S80°45'21" W
W4	52.05	N24°30'21" E
W5	51.87	N20°29'39" W
W6	238.75	N69°30'21" E
W7	122.10	S20°29'39" E
W8	10.10	S61°27'00" W
W9	110.69	S20°29'39" E
W10	238.75	N69°30'21" E
W11	57.73	N20°29'39" W
W12	42.56	N24°30'21" E
W13	194.63	S80°45'21" W
W14	153.08	S09°14'39" E
W15	10.19	N69°38'00" E
W16	310.13	S09°14'39" E
W17	30.94	S31°01'32" W
W18	127.38	S09°14'39" E



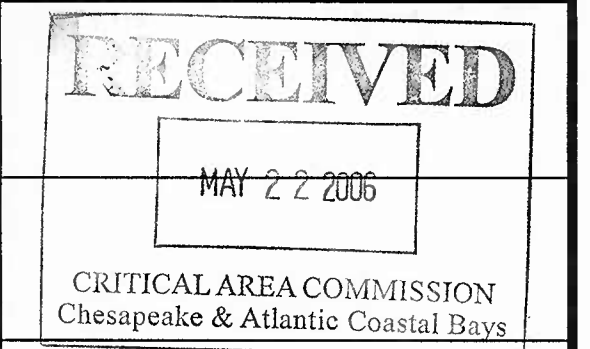
NORTH AS SHOWN ON AN UNRECORDED PLAT OF SUBJECT PREMISES ENTITLED "DESCRIPTIVE PLAT, CAVALIER RESOURCES LTD. PARTNERSHIP BY RICHARD W. COOPER, DATED MARCH 14, 1995."

Dover
309 South Governors Ave.
Dover, DE 19904
302.734.7950

Salisbury
312 West Main St. Suite 300
Salisbury, MD 21801
410.546.9100

Wilmington
307 A Street
Wilmington, DE 19801
302.888.2600

www.beckermorgan.com



PROJECT TITLE

RESIDENCES AT RIVERS EDGE

FITZWATER STREET
SALISBURY
WICOMICO COUNTY, MARYLAND



SHEET TITLE

SITE PLAN

SITE STANDARDS NOTES

- CURB AND GUTTER AT ENTRANCES/EXITS SHALL BE CITY OF SALISBURY STANDARD 100.11. TYPE "A". STANDARD VEE GUTTER (100.11, TYPE "C") SHALL BE INSTALLED ACROSS ENTRANCES TO CONVEY STORMWATER.
- SIDEWALKS INSTALLED ALONG FITZWATER STREET FRONTAGE SHALL BE CITY STANDARD 100.10.
- 8" WIDE RIVERWALK SHALL BE CONSTRUCTED TO CITY OF SALISBURY STANDARDS, MINIMUM 6" THICK CONCRETE OVER 6"x6" #10 WIRE MESH. SEE CITY OF SALISBURY CONSTRUCTION METHODS & MATERIALS FOR CONCRETE.
- ALL INTERSECTIONS OF PRIVATE ENTRANCES/EXITS TO FITZWATER STREET SHALL INCLUDE DEPRESSED CURBS AND SIDEWALKS FOR THE HANDICAPPED, CITY STANDARD 100.31. DETECTABLE WARNING DOMES, CITY STANDARD 100.37, SHALL BE INSTALLED ON ALL HANDICAP RAMPS.
- ALL ON-SITE CURB TO BE 6" STRAIGHT PLANTER CURB, CITY STANDARD 100.53.
- LIGHT POLES SHALL BE CITY STANDARD 600.01.

SITE CONSTRUCTION NOTES

- (G-1) PR. ASPHALT PAVEMENT.
- (G-1A) PR. HEAVY DUTY ASPHALT PAVEMENT.
- (G-2) PR. BUILDING OUTLINE ABOVE.
- (G-3) PR. CONCRETE SIDEWALK, WIDTH AS SHOWN. SEE CONSTRUCTION DETAILS.
- (G-4) PR. 6" CONCRETE CURB (TYP.) SEE CONSTRUCTION DETAILS.
- (G-5) PR. CITY STANDARD CURB AND GUTTER AT ENTRANCES/EXITS. PROVIDE VEE GUTTER ACROSS ENTRANCES/EXITS.
- (G-6) PR. DUMPSTER PAD.
- (G-7) PR. RETAINING WALL, SEE CONSTRUCTION DETAILS.

PUBLIC WORKS CERTIFICATION

APPROVED:

CITY OF SALISBURY
DEPARTMENT OF PUBLIC WORKS

JOHN F. JACOBS, III, P.E., DIRECTOR

DATE

MARK	DATE	DESCRIPTION

PROJECT NO.: 2004223.01
DATE: 04.17.06
SCALE: 1" = 30'
DRAWN BY: BRJ | PROJ MGR: RWS

SHEET

C201

COPYRIGHT 2006

Critical Area 10% Workbook

NEW DEVELOPMENT ONLY

Calculating Pollutant Removal Requirements

Step 1: Calculate Existing and Proposed Site Imperviousness

A. Calculate Percent Imperviousness

- 1) Site Area Within the Critical Area IDA, A = 3.83 acres
- 2) Site Impervious Surface Area, Existing and Proposed, *See Table 4.1 for Details

	(a) Existing (acres)	(b) Proposed (acres)
Roads	0	
Parking Lots	0	1.26
Driveways	0	
Sidewalks/Paths	0	0.34
Rooftops	0	1.21
Decks	0	
Swimming Pools/Ponds	0	0.13
Other	0	
Impervious Surface Area	0.00	2.94

3) Imperviousness (I)

Existing Imperviousness, $I_{pre} = \text{Impervious Surface Area} / \text{Site Area}$

or (Step 2a)/(Step 1)

or 0

so $I_{pre} =$ 0.00 or 0.00%

Proposed Imperviousness, $I_{pre} = \text{Impervious Surface Area} / \text{Site Area}$

or (Step 2b)/(Step 1)

or 0.767624

so $I_{post} =$ 76.76 or 76.76%

NOTE: All acreage used in this worksheet refers to areas within the IDA of the Critical Area only.

Step 2A: Calculate Predevelopment Load

New Development

$$\begin{aligned} L_{pre} &= (0.5) (A) \\ &\text{or } 0.5 * 3.83 \text{ acres} \\ &\text{so } 1.92 \text{ lbs/year of total phosphorus} \end{aligned}$$

Where:

- L_{pre}** = Average annual load of total phosphorus exported from the site prior to development (lbs/year)
- 0.5** = Annual total phosphorus load from undeveloped lands (lbs/acre/year)
- A** = Area of the site within the Critical Area IDA (acres)

Step 3: Calculate the Post-Development Load

A. New Development and Redevelopment:

$$L_{\text{post}} = (R_v) (C) (A) (8.16)$$

$$R_v = 0.05 + ((0.009)(I_{\text{post}}))$$

$$\text{so } R_v = 0.74$$

$$0.74$$

$$L_{\text{post}} = 6.94 \text{ lbs/year of total phosphorus}$$

Where:

L_{post} = Average annual load of total phosphorus exported from the post development site (lbs/year)

R_v = Runoff coefficient, which expresses the fraction of rainfall which is converted into runoff

I_{post} = Post-development (proposed) site imperviousness (i.e. I = 75 if the site is 75% impervious)

C = Flow-weighted mean concentration of the pollutant (total phosphorus) in urban runoff (mg/l) = 0.30mg/l

A = Area of the site within the Critical Area (acres)

8.16 = Includes regional constants and unit conversion factors

Step 4: Calculate the Pollutant Removal Requirement (RR)

$$RR = L_{post} - (0.9)(L_{pre})$$

so **5.21 lbs/year of total phosphorus**

Where:

RR = Pollutant removal requirement

L_{post} = Average annual load of total phosphorus exported from the post development site (lbs/year)

L_{pre} = Average annual load of total phosphorus exported from the site prior to development (lbs/year)

Step 5: Identify Feasible BMP's

Select BMP options using the screening matrices provided in Chapter 4 of the 2000 Maryland Stormwater Design Manual. Calculate the Load removed for each option.

BMP Type	(L _{post})	(BMPRE)	(% DA Served)	Load Removed
Pocket Pond	6.94	50.00%	100.00%	3.47
	6.94			0.00
	6.94			0.00
	6.94			0.00
	6.94			0.00
	6.94			0.00
Load Removed, LR (total)				3.47
Pollutant Removal Requirement, RR				5.21
Surplus\Shortfall				1.75

Where:

Load Removed = Annual total phosphorus load removed by the proposed BMP (lbs/year)

L_{post} = Average annual load of total phosphorus exported from the post development site (lbs/year)

BMPRE = BMP removal efficiency for total phosphorus, Table 4.8(%)

% DA Served = Fraction of the site area within the Critical Area IDA served by the BMP (%)

RR = Pollutant Removal Requirement

